NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - OCTOBER 22, 2020 - 1:15 P.M.
VIRTUAL ZOOM MEETING

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
   a. Domestic Violence Awareness Month Proclamation
   b. Breast Cancer Awareness Month Proclamation
   c. National Adoption Day Proclamation

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

4.B. Planning Commission - 2020 Planning And Design Awards

5. PUBLIC HEARINGS

5.A. Landmark Designation - 1408 Ursuline/Avenue N

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1408 Ursuline / Avenue N, As A “Galveston Landmark”, Property Is Legally Described As M.B. Menard Survey, West 14-2 Feet Of Lot 9 And East 14-4 Feet Of Lot 10 (2009-2), Southwest Block 22 Galveston Outlots, A Subdivision, 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; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 20P-025; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

20P-025 CC PKT.PDF

5.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1615 Avenue K, As A “Galveston Landmark”, Property Is Legally Described As M. B. Menard Survey, Lot 4, Block 76, A Subdivision 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-030; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

20P-030 CC PKT.PDF

5.C. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Declaring A Planned Unit Development Overlay (PUD) In A Residential, Single Family-One (R-1-PUD) Base Zoning District On Property Commonly Known As 4507 And 4509 Bernardo De Galvez / Avenue P, And Which Is Legally Described As M. B. Menard Survey, Lot 8, Block 109, Denver Resurvey; And M.B. Menard Survey, Lots 9, 10, Block 109, Denver Resurvey, In The City And County Of Galveston Texas As Expired; Revoking, Terminating, Repealing Or Otherwise Cancelling Ordinance No. 15-033; Planning Case Number 20P-026; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (D. Lunsford)

Documents:

20P-026 - CC PKT.PDF

5.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Granting A Specific Use Permit In Order To Operate A “Substance Abuse Facility” In The Commercial, Height And Density Development Zone, Zone 6 (C-Hddz-6) And Residential, Single-Family, Height And Density Development Zone, Zone 6 (R-1-Hddz-6) Zoning District On Property Commonly Known As 11279 Stewart Road And Legally Described As The Northeast Part Of Lot 39 (39-1), Trimble And Lindsey Survey, Section 2, In The City And County Of Galveston, Texas; Planning Case Number 20p-027; Making Various Findings And Provisions Related To The Subject. (A. Montalvan)

Documents:

20P-027 - CC STF PKT.PDF
20P-027 - ORDINANCE.PDF

5.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single-Family, Height And Density Development Zone, Zone 6 (R-1-Hddz-6) To Commercial, Height And Density Development Zone, Zone 6 (C-Hddz-6) Zoning District On Property Commonly Known As 11279 Stewart Road And Legally Described As The Northeast Part Of Lot 39 (39-1), Trimble And Lindsey Survey, Section 2, In The City And County Of Galveston, Texas; Planning Case Number 20p-028; Making Various Findings And Provisions Related To The Subject. (A. Montalvan)

Documents:

20P-028 - CC STK PKT.PDF
20P-028 - ORDINANCE.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. Consider For Approval An Ordinance Of The City Of Galveston, Texas Terminating The State Of Disaster And Emergency Declared By The Mayor Pro Tem And Extended By The City Council In Ordinance 20-51 Related To Hurricanes Marco And Laura; Terminating The State Of Disaster And Emergency Declared By The Mayor Pro Tem And Extended By The City Council In Ordinance 20-59 Related To Tropical Storm Beta; Making Various Findings And Provisions Related To The Subject, And Providing For An Effective Date. (Legal)

Documents:

ORDINANCE TERMINATION STATE OF EMERGENCY FOR HURRICANES LAURA MARCO BETA.DOCX

7.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving The Amended And Restated Certificate Of Formation And Amended And Revised Bylaws Of The Galveston Island Redevelopment Authority; Directing The Filing Of The Same With The Office Of The Texas Secretary Of State, Providing For Findings Of Fact And For An Effective Date. (Legal)

Documents:

ORDINANCE APPROVING AMENDED COF.PDF
GALVESTON ISLAND RDA--AMENDED.09142020.FINAL.PDF

7.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas; Authorizing Civilian Staff To Carry-Over And Freeze Unused Personal, Vacation, And Compensatory Leave Balances That Are Over And Above The Allowable Policy Limits On A One-Time Basis For The 2020 Calendar Year; And Providing For An Effective Date Of December 31, 2020 (K. Etienne).

Documents:

ORDINANCE--TEMPORARY FREEZE ON CIVILIAN PERSONAL_VACATION_COMP BALANCES (EFF. 12-31-20).PDF
STAFF REPORT- ORDINANCE RE CIVILIAN ACCRUALS.PDF

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 Approval A Resolution Of The City Council Of The City Of Galveston, Texas Recognizing The Second Saturday In May As World Migratory Bird Day And The Upcoming May 8, 2021 As World Migratory Bird Day; Authorizing The Galveston Island Nature Tourism Council To Continue Pursuit Of Certification In The “Bird City” Texas Program; Supporting The Application Of The Galveston Island Nature Tourism Council

Application For The Certification; Authorizing The City Manager To Execute Those Documents Necessary In Regard To The Request; And Providing For Findings Of Fact And Providing For An Effective Date. (Brown)

Documents:

RESOLUTION -WORLD MIGRATORY BIRD DAY.DOC

8.B. Consider Approving Purchases Of Operational Supplies Using The Contract With The Home Depot U.S.A., Inc. Through The U.S. Communities Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT HOME DEPOT FY21.PDF

8.C. Consider Approving Purchases Of Operational Supplies Using The Contract With Sam's Club Through The Purchasing Association Of Cooperative Entities (PACE) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT SAMS CLUB FY21.PDF

8.D. Consider Approving Purchases Of Operational Supplies Using The Contract With Amazon Services, LLC. Amazon Business Through The U.S. Communities Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT AMAZON FY21.PDF

8.E. Consider For Approval Joining The Sourcewell Purchasing Cooperative, Created By The Minnesota Legislature, As A Local Unit Of Government. (M. Loftin)

Documents:

SOURCEWELL STAFF REPORT FOR COUNCIL COMPLETE.PDF

8.F. Consider Approving Purchases Of Office Supplies, Technology Items, Furniture, And Janitorial Supplies Using The Cooperative Purchasing Network's (TCPN) Contract With Office Depot. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT OFFICE DEPOT FY21.PDF

8.G. Consider Approving Purchases Of Maintenance, Repair, Safety And Operational (MRO) Supplies And Related Services Using The Contract With Grainger Through The Cooperative Purchasing Network (TCPN/National IPA) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT GRAINGER FY21.PDF

8.H. Consider Approving Purchases Of Office And Other Operational Supplies Using The Contract With Staples Contract And Commercial, Inc. Through The BuyBoard Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT STAPLES FY21.PDF

8.I. Consider Approving Purchases Of Maintenance, Repair, And Operational (MRO) Supplies And Related Services Using The Contract With Fastenal Company Through The Cooperative Purchasing Network (TCPN/National IPA) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT FASTENAL FY21.PDF

8.J. Consider Approving Purchases Of Building Maintenance, Repair, Operations Supplies And Equipment Using The Contract With McCoy's Building Supply Through The BuyBoard Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT MCCOYS FY21.PDF

8.K. Consider For Approval A Lease Agreement For A SendPro P Series Mail System To Pitney Bowes At The Cost Of $519.11 Per Month For A Term Of 60 Months For A Total Cost Of $31,146.60 And Prepaid Postage Estimated At $28,000 Annually For A Total Of $140,000 For The City-Wide Mail Room. (H. Dean)

Documents:

STAFF REPORT POSTAGE MACHINE LEASE.PDF
PITNEY BOWES CITY OF GALVESTON LEASE DOCUMENT 09 25 2020.PDF

8.L. Consider For Approval The Renewal Of The City's Utility Management Solution Support Agreement In An Amount Not To Exceed $36,153. (H. Dean)

Documents:

STAFF REPORT CUSI SUPPORT RENEWAL.PDF
CUSI RENEWALS.PDF

8.M. Consider For Approval The Renewal Of The Annual Maintenance Support Agreement For City's Enterprise Content Management Solution (ECM), Laserfiche, Awarding The Contract To MCCi In The Amount Of $42,993.90. (H. Dean)

Documents:

IT STAFF REPORT - MCCI FOR LASERFICHE RENEWAL FY21.PDF
MCCI RNW001199 10.06.20.PDF

8.N. Consider For Approval The Purchase Of A Hardware / Software Upgrade For The Existing Higher Ground Voice Recording System For Galveston Police Department From Commercial Electronics For $26,248.98. (H. Dean)

Documents:

STAFF REPORT HIGHER GROUND UPGRADE.PDF
COMMERCIAL ELECTRONICS QUOTE.PDF

8.O. Consider For Approval The Selection Of Clark Condon As The Most Qualified Firm To Provide Professional Design Services For Sandhill Crane Soccer Complex, And Allow The City To Enter Into Negotiations With Them On The Scope Of Work And Service Fees. (B. Sanderson)

Documents:

CONSIDER FOR APPROVAL - SANDHILL CRANE SOCCER COMPLEX NEGOTIATIONS ON RFQ 20-02.PDF

8.P. Consider For Approval The Acceptance Of A Donation In The Amount Of $24,500.00 From Better Parks For Galveston, For Three (3) Scoreboards, Sponsored By Moody Bank, Located In Crockett Park At 53rd & Avenue S. (B. Sanderson)

Documents:

CONSIDER FOR APPROVAL - BETTER PARKS FOR GALVESTON DONATION (CROCKETT PARK SCOREBOARDS).PDF

8.Q. Consider For Approval Acceptance Of A Grant From Galveston County For Training Expenses In The Amount Of $22,500.00. (C. Olsen)

Documents:

2020.09.14 SIGNED STAFF REPORT.PDF
2020.09.14 CONTRACT.PDF
RESOLUTION-INTERLOCAL WITH GALVESTON COUNTY 2020.DOC

8.R. Consider For Approval A Request Authorizing The City Manager To Execute Two Separate Assignments Of Lease Agreements Assigning The Two Leases Commencing January 1, 2010, Between The City Of Galveston And Dewey Grinslade To LVL LLC, Upon Final Approval By The City Attorney (M. Shahan).

Documents:

STAFF REPORT - DEWEY GRINSLADE LEASE ASSISGNMENTS TO LVL LLC.PDF

8.S. Consider For The Approval Allowing Lone Star Rally To Push Their Event Forward By One Year, Allowing The Event To Occur In 2022. (D. Smith)

Documents:

LONE STAR RALLY ONE YEAR PUSH PACKET.PDF

8.T. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (One 1200 Max Water Recycling Sewer Jet/Vacuum Unit) And Associated Equipment For The Municipal Utilities Department From Houston Freightliner Through

HGAC Buy For A Total Price Of $537,051. (D. Smith)

Documents:

HOUSTON FREIGHTLINER - CAMEL PACKET.PDF

8.U. Consider For The Approval Allowing The Fleet Facility And Other City Departments To Purchase Assortments Of Shop Tools And Supplies Annually From Kimball Midwest Who Is A Member Of The Buy Board Cooperative Purchasing Organization. The Funding Sources Will Be The User Department's Parts, Supplies And Lube Accounts. (D. Smith)

Documents:

KIMBALL MIDWEST PACKET.PDF

8.V. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (One Warehouse Forklift) And Associated Equipment For The Water And Sewer Department From Associated Supply Company (ASCO) Through Buy Board For A Total Price Of $33,852.85. (D. Smith)

Documents:

ASCO WH FORKLIFT PURCHASES PACKET.PDF

8.W. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (One Rear Loader) And Associated Equipment For The Sanitation Department From Houston Freightliner Through HGAC Buy For A Total Price Of $236,337. The Funding Source Is The Sanitation Vehicle Capital Outlay Account. (D. Smith)

Documents:

HOUSTON FREIGHTLINER HEIL REARLOADER PACKET.PDF

8.X. Consider For Approval The Use Of The Cooperative Purchasing Contract Through The HGAC Contract (#RC01-18) From Toter Incorporated For The Purchase Of EVR 1 Series 96 Gallon Automated Rollout Garbage Carts And Repair Parts. (C. DeWitt)

Documents:

TOTER - HGAC CONTRACT - GARBAGE CARTS.PDF

8.Y. Consider Approving The Annual Testing And Repair Of Water Meters By Tipler Meter Testing/Accurate Meter Testing For A Cost Not To Exceed $40,000. (B. Cook)

Documents:

ANNUAL METER TESTING PROGRAM STAFF REPORT.DOCX

8.Z. Consider For Approval, The Financing Of The Annual Maintenance Contract On The Chemical Disinfection Analyzer Systems For Various Supply Division Pump Station And Elevated Water Storage Tanks From The Sole Source Provider CFI Services. The Annual Cost Of The Contract Is $59,612.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

Documents:

TP-CFI SERVICES INC ANNUAL SERVICE CONTRACT STAFF REPORT

FOR 2020 - 2021.PDF

8.AA. Consider For Approval Additional Funding For Professional Legal Services From The Law Firm Of Lloyd Gosselink In The Amount Of $47,500.00 Related To Water And Sewer Legal Issues. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

Documents:

TP-LLOYD GOSSELINK LEGAL WORK 2020 STAFF REPORT.PDF

8.BB. Consider For Approval A Payment To The Texas Commission On Environment Quality For Annual Operating Permit Fees For The Water And Wastewater Divisions For The Fiscal Year. The Estimated Cost Is $181,387.84. (T. Pedraza)

Documents:

TCEQ ANNUAL OPERATING PERMIT FEES-WATER WASTEWATER 2021-STAFF REPORT.PDF

8.CC. Consider For Approval, The Disposal Of Sanitary Sewer Solid Waste From The City Of Galveston's Wastewater Treatment Facilities And Sewer Collection System To The Republic Services Galveston County Landfill At An Estimated Cost Not To Exceed $190,000.00. Authorizing The City Manager To Execute All Necessary Document Upon Final Approval By The City Attorney. (T. Pedraza)

Documents:

TP-REPUBLIC SERVICES LANDFILL - STAFF REPORT FOR CITY COUNCIL1 2020.PDF

8.DD. Consider Approval Of A Proposal From Alpha Testing In The Amount Of $32,929.00 To Perform Construction Material Testing For The 35th Street From Post Office To Broadway Project. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

ALPHA TESTING- MATERIAL TESTING 35TH STREET.PDF

8.EE. Consider Approval Of A Proposal From Alpha Testing In The Amount Of $59,971.00 To Perform Construction Material Testing For The Teichman Road Waterline Project. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

ALPHA TESTING- MATERIAL TESTING TEICHMAN ROAD WATERLINE.PDF

8.FF. Consider Approval Of A Proposal From Braun Intertec Corporation In The Amount Of $127,932.00 To Perform Construction Material Testing For The 18th Street Storm Sewer System Project. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

BRAUN INTERTEC- MATERIAL TESTING 18TH STREET.PDF

8.GG. Consider Approval Of Change Order #04 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 $344,145.86 (0.20%). This Represents An Increase In The Total Project Cost Of 2.9% From The Original Amount Of $17,159,876.30 To The Amount Of $17,665,905.35. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

EP BRADY - 24 INCH WATERLINE - CHANGE ORDER 4.PDF

8.HH. Consider For Approval Change Order #8 To The Contract With Construction LTD, For The Fire Station #1 New Site Construction And Existing Site Demolition Project Decreasing The Contract By $30,975.20 From The Amount Of $11,525,633.03 To The Amount Of $11,485,657.83 And Extending The Contract Term By 38 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

CONSTRUCTION LTD FIRE STATION NO 1 CHANGE ORDER 8.PDF

8.II. Consider For Approval Change Order #9 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By $104,790.00 (0.98%) From The Amount Of $11,540,179.20 To The Amount Of $11,644,969.20. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

JW KELSO - PW FACILITY - CHANGE ORDER 9.PDF

8.JJ. Consider For Approval Change Order No. 1 To The Contract With Main Lane Industries, Ltd., For The 25th Street Improvements - Broadway To Seawall Project, Decreasing The Contract By $57,319.00 (-.86%) From The Amount Of $6,730,519.00 To A New Total Amount Of $6,673,200.00 Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

MAIN LANE - 25TH STREET - CHANGE ORDER 1.PDF

8.KK. Consider For Approval Change Order No. 1 To The Contract With Main Lane Industries, Ltd. For The 73rd Street Reconstruction – Heards Lane To Avenue N ½ Project, Increasing The Contract By $82,658.20 (4.05%) From The Amount Of $2,043,134.00 To A New Total Amount Of $2,125,792.20. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

MAIN LANE - 73RD STREET - CHANGE ORDER 1.PDF

8.LL. Consider For Approval The Submittal Of A Grant Application To The Texas General Land Office (GLO) For The Community Development Block Grant (CDBG) MIT For Grant Funding For Drainage Improvements To The South Shore Street Drainage System. Authorizing The City Manager To Execute All Necessary Application Documents For

Submittal. (T. Wrobleski)

Documents:

STAFF REPORT CDBG-MIT SOUTH SHORE APPLICATION.PDF
SOUTH SHORE CDBG-MIT PROPOSED PROJECT SUMMARY.PDF

8.MM. Consider For Approval The Submittal Of A Grant Application To The Texas General Land Office (GLO) For The Community Development Block Grant (CDBG) MIT For Grant Funding For Drainage Improvements To The 37th Street Drainage System. Authorizing The City Manager To Execute All Necessary Application Documents For Submittal. (T. Wrobleski)

Documents:

STAFF REPORT CDBG-MIT 37TH STREET APPLICATION.PDF
37TH STREET CDBG-MIT PROPOSED PROJECT SUMMARY.PDF

8.NN. Consider For Approval The City Of Galveston Community Development Block Grant Mitigation (CDBG-MIT) Residential Anti-Displacement And Relocation Assistance Plan. (T. Wrobleski)

Documents:

STAFF REPORT CDBG-MIT ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN.PDF
RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN.PDF

8.OO. Consider For Approval For The Submittal Of A Grant Application To The Texas General Land Office (GLO) For The Community Development Block Grant (CDBG) MIT For Grant Funding For Drainage Improvements To The 51st Street Drainage System. Authorizing The City Manager To Execute All Necessary Application Documents For Submittal. (T. Wrobleski)

Documents:

STAFF REPORT CDBG-MIT 51ST STREET APPLICATION.PDF
51ST STREET CDBG-MIT PROPOSED PROJECT SUMMARY.PDF

8.PP. Consider Approval Of DCMC Partners Task Order #5 Authorizing The Expenditure Of An Amount Not To Exceed $25,000 For Technical Assistance And Disaster Consulting Services Related To BRIC Project And Application Development Activities. Authorize The City Manager To Sign All Necessary Documents Upon Final Approval By The City Attorney. (T. Wrobleski)

Documents:

DCMC PARTNERS - TASK ORDER 5.PDF

8.QQ. Consider For Approval Minutes Of The August 27, 2020 Regular Meeting, The September 10, 2020 Special Meeting, The September 17, 2020 Workshop And Regular Meeting, And The September 24, 2020 Special Meeting. (J. Williams)

Documents:

MINUTES - OCT AGENDA.PDF

8.RR. Receive And File The Holiday Schedule For The 2021 Calendar Year. (B. Maxwell)

Documents:

2021 HOLIDAY SCHEDULE.PDF

8.SS. Receive And File: Section 2-73 Of The City Charter Requires That The Council Members Are To Be Informed Of Auction Sales That Exceed $1,000 Each. This Staff Report Represents The Receiving And Filing Of All Auction Sales For Fiscal Year 2019-20. (D. Smith)

Documents:

AUCTION RESULTS FY2020 PACKET.PDF

8.TT. Receive And File The Following Documents:

1. Galveston County Emergency Communication District - Proposed FY 2021 Budget

Documents:

GALVESTON CO EMERGENCY COMM DISTRICT-PROPOSED FY 2021 BUDGET.PDF

8.UU. Consider For Approval An Interlocal Agreement Between The City Of Galveston And Texas Workforce Solutions, Authorizing Participation Of Prospective Employees In An On-The-Job Training Program (K. Etienne).

Documents:

INTERLOCAL AGREEMENT TEXAS WORKFORCE SOLUTIONS.PDF
OJT PROGRAM.PDF
STAFF REPORT--OJT PROGRAM THROUGH TWS.PDF

8.VV. Consider For The Approval Allowing The Set Aside Of $60,000 Which Will Be Funded From The Island Transit Capital Account To Support A 20% Match For An FTA Public Transportation COVID-19 Research Grant That Will Supply Non-Contact Payment Systems And Other Updated Equipment For The Transit Operation.(D. Smith)

Documents:

GRANT FINANCIAL CAPACITY PACKET.PDF

9. ACTION ITEMS

9.A. Consider For Action The Appointment Of Barry Willey As An Assistant City Attorney For The City Of Galveston. (Legal)

Documents:

RECOMMENDATION TO APPOINT BARRY WILLEY AS ACA_REDACTED.PDF

9.B. Consideration Of Further Action By The City Of Galveston Related To Texas Railway Exchange V. City Of Galveston. (Legal)

9.C. Consideration Of Request For Further Authorization To Expend Fund In Prosecution Of The Litigation Against Comcast. (Legal)

Documents:

AUTHORIZATION FOR ADDITONAL FEES FOR LLOYD GOSSLEINK.DOC

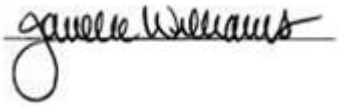
9.D. Discuss And Consider Moving The Date Of The November 12, 2020 City Council Meeting To November 17, 2020. (Brown)

9.E. Discuss And Consider Appointments To The Following City Boards, Commission, And Committees:

1. Airport Advisory Committee - District 5
2. Building Board of Adjustments - Position 3
3. Civilian Review Board - District 6
4. Ethics Commission - Districts 4 and 5
5. Finance, Fiscal Affairs and Investment Committee - District 4
6. Planning Commission - Position 2
7. Zoning Board of Adjustments - Positions 2, 5, and 7

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 October 16, 2020 at 12:30 P.M.



Janelle Williams, City Secretary

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

City Council
Planning and Development Division
City of Galveston
October 22, 2020

20P-025 STAFF REPORT

ADDRESS:
1408 Ursuline / Avenue N

LEGAL DESCRIPTION:
Property is legally described as M.B. Menard Survey, West 14-2 Feet of Lot 9 and East 14-4 Feet of Lot 10 (2009-2), Southwest Block 22 Galveston Outlots, a Subdivision in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:
Michael and Suzanne McClere

PROPERTY OWNER:
Michael McClere

ZONING DISTRICT:
Urban Neighborhood, Neighborhood Conservation District (UN-NCD-1)

HISTORIC DISTRICT:
N/A

REQUEST:
Request for designation as a Galveston Landmark

STAFF RECOMMENDATION:
Approval with Conditions

EXHIBITS:
A – Applicant's Submittal
B – Ordinance

STAFF:
Daniel Lunsford
Planner
409-797-3659

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
36	4	3	0	1

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Urban Neighborhood, Neighborhood Conservation District (UN-NCD-1)	Residential
North	Urban Neighborhood, Neighborhood Conservation District (UN-NCD-1)	Residential
South	Urban Neighborhood, Neighborhood Conservation District (UN-NCD-1)	Residential
East	Urban Neighborhood, Neighborhood Conservation District (UN-NCD-1)	Residential
West	Urban Neighborhood, Neighborhood Conservation District (UN-NCD-1)	Residential

Executive Summary

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

Analysis

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

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

   The house at 1408 Ursuline / Avenue N and the adjacent houses were built circa 1913 on parcels owned by the Galveston Suburban Improvement Company. At the time its Board of Directors included insurance agent John Stowe (president), builders Frank Jones and Robert Palliser, and carpenter William Schadt. The company would build, "cottages to suit every purchaser" on any of their "desirable lots" according to early advertisements.

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

   Insurance records indicate that the National Folk-style house at 1408 Ursuline and the sister houses on either side were complete or "about complete" by November 11, 1913. The records further note that each cottage was elevated 2.5 feet on brick piers, and contained four rooms, one hall, one bathroom, and a porch.

3. **Association with the lives of people significant in the city, region, state or national past.**

   Will Crawford and wife Edna were the first recorded owners of 1408 Ursuline. Mr. Crawford was a longshoreman, and both were native Galvestonians. By 1920 the

family have five children according to the city directory, and at this time they sold the house back to the Galveston Suburban Improvement Company.

The following year, William and Susie Anderson purchased the house. William was a marine engineer and ship captain, and he and Susie lived in the house until William's death in 1939. It was during the Anderson's ownership that a 144 square foot expansion and back porch were added in 1928.

Susie lived in the house until 1966. Upon her passing, the house was purchased by Anthony D'Ambra. Mr. D'Ambra was born in Sicily in 1942, and immigrated with his parents to Galveston in 1947. As an adult, Mr. D'Ambra was part of the family's grocery business.

4. **Retention of historic integrity, meaning that the property possesses several, and usually most, of the following aspects of integrity: location, design, setting, materials, workmanship, feeling or association.**
The Crawford-Anderson House retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association. It is a prime example of the National Folk style of domestic architecture seen throughout Galveston.

Financial Incentives for Historic Properties

The property is eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

The Landmark Commission recommended approval of this request at the September 21, 2020, meeting. Planning Commission likewise recommended approval of the request at the September 22, 2020 meeting.

Staff Recommendation

Staff recommends approval with the following condition:

Standard Condition:

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

Respectfully Submitted:

Daniel Lunsford

Daniel Lunsford

October 22, 2020

Date

Catherine Gorman, AICP
Assistant Director/HPO

October 22, 2020

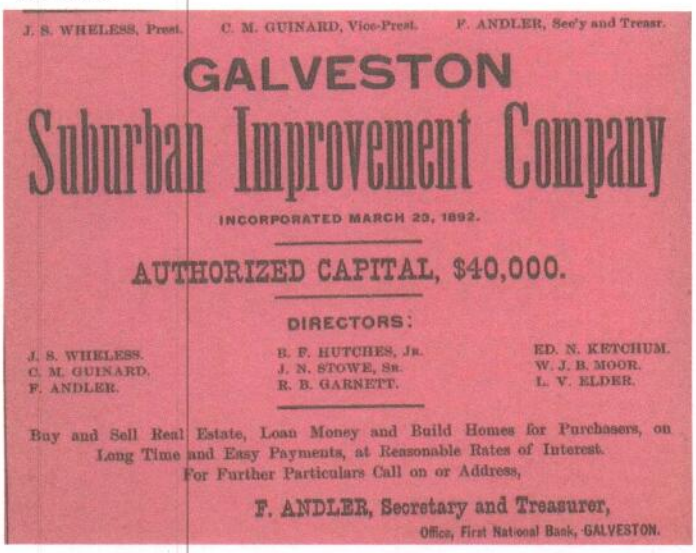
Date

1408 Ursuline (Avenue N)
Part of lots 9, 10/ Southwest Outlot 22
Built 1913 by the Galveston Suburban Improvement Company, Inc.
(Also built two identical houses at same time: 1404 N, to east, and 1412 N, to west.)

Galveston Suburban Improvement Company, Inc.

The Galveston Suburban Improvement Company was incorporated on 28 March 1892. The objective of the land and real estate development corporation was to build affordable housing for the working class. Early advertisements noted the company would build "cottages to suit any purchaser" on any of their "desirable" lots. Advertisements noted that a small payment was due when construction began with the balance paid in monthly installments when completed. In 1913 when the three cottages on Avenue N were built, John N. Stowe was president of the improvement company's board of directors. Stowe was an established insurance agent with his own firm on Strand Street. The 1913 board of directors for the improvement company also included pioneer builders Frank Jones and Robert Palliser, as well as pioneer carpenter, William Schadt, who manufactures windows, doors, sashes, blinds and other building materials at his mill at 27th and Ball Street. A new slate of directors were voted on every two years. The company was in operating as late as 1953 when dividend notices were posted in the local newspaper.

The original insurance record for the three Galveston Suburban Improvement Company cottages on Avenue N, dated 11 November 1913, noted that 1408 and 1412 were completed and that 1404 was "about complete." The record noted that each frame cottage was elevated 2 ½ feet on brick piers and contained four rooms, one hall, one bathroom and one porch. The record also notes each cottage was elevated 2 ½ feet on brick piers. The record also noted that all three cottages were "for sale."


J. S. WHELESS, Prest. C. M. GUINARD, Vice-Prest. F. ANDLER, Sec'y and Treasr.

GALVESTON
Suburban Improvement Company

INCORPORATED MARCH 29, 1892.

AUTHORIZED CAPITAL, $40,000.

DIRECTORS:

J. S. WHELESS. B. F. HUTCHES, Jr. ED. N. KETCHUM.
C. M. GUINARD. J. N. STOWE, Sr. W. J. B. MOOR.
F. ANDLER. R. B. GARNETT. L. V. ELDER.

Buy and Sell Real Estate, Loan Money and Build Homes for Purchasers, on Long Time and Easy Payments, at Reasonable Rates of Interest.
For Further Particulars Call on or Address,

F. ANDLER, Secretary and Treasurer,
Office, First National Bank, GALVESTON.

1893-94 Galveston City Directory Advertisement

William and Edna Crawford

Longshoreman Will Crawford was the first owner of the cottage at 1408 Avenue N. Crawford was born in Galveston in 1886 and married Edna Nelson on the island in 1919. Nelson was also a Galveston native, born here in 1890. The Galveston City Directories from 1914 to 1919 record the couple's residence as 1408 N. By 1920, their family included four children with a fifth on the way. Having outgrown the cottage, the Crawfords sold the cottage back to the Galveston Suburban Improvement Company on 26 April 1920.

William and Susie Anderson

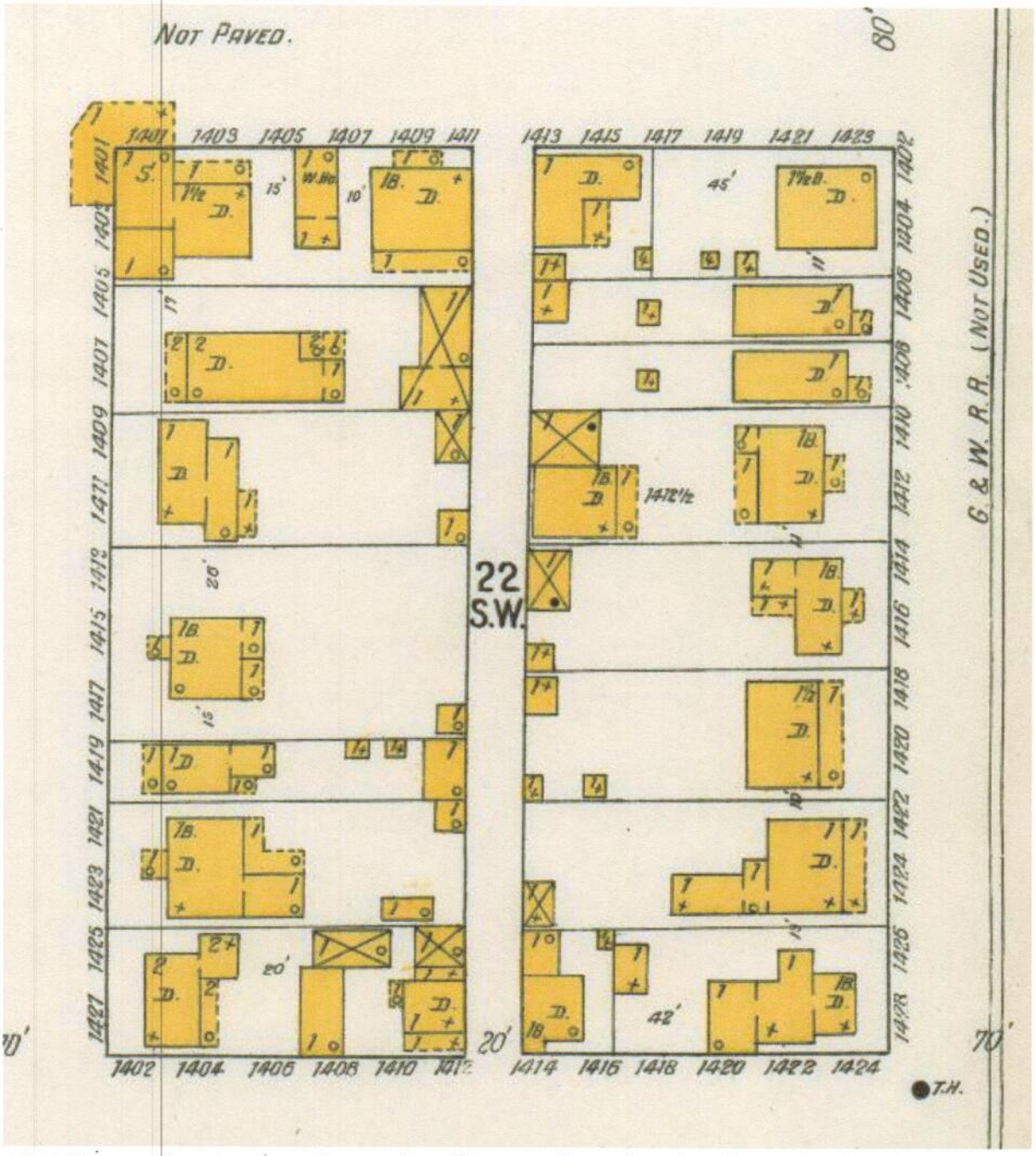
Marine engineer and ship captain William Anderson purchased the house from the Galveston Suburban Improvement Company in 1921. Anderson was born in Galveston in 1876. In 1902, he married Elizabeth Sylvester and their union produced five children between 1903 and 1919. After Elizabeth's death in 1919, William married Susie Frances Fraide. William and Susie resided together at 1408 Avenue N until William's death in 1939. During their ownership, the Andersons added on to the rear of the house in 1928. The insurance record noted the addition was 12 feet by 12 feet and also included a new back porch with dimensions of 6 feet by 11 feet.

After Williams death in 1939, Susie maintained her residence at 1408 Avenue until 1948. She relocated and used the house as rent property until she remarried and moved back to 1408 Avenue N in 1955. She resided there until her death in 1966, after which, her estate sold the house to Anthony D'Ambra. D'Ambra was born in Sicily in 1942. He immigrated to Galveston with his parents in 1947 and joined the family grocery business as an adult. He and his wife, Lucille, used 1408 Avenue N as their residence until 1973, when they sold the house to Thomas and Wilma Young. The current owner purchase the house from Young in 2019.

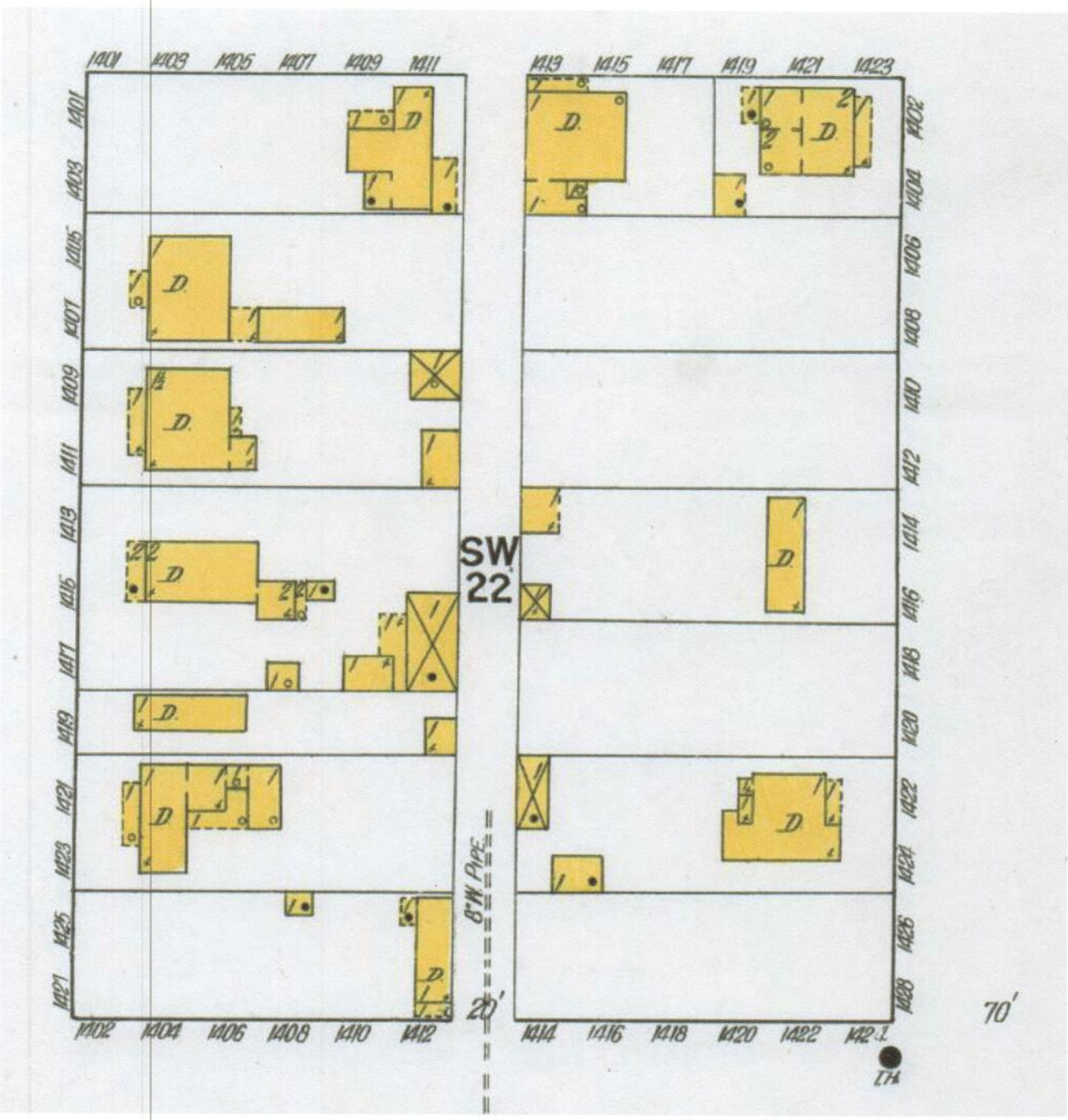
Chain of Title, 1408 Avenue N

Galveston Suburban Improvement Co., Inc. to Will H and Edna Crawford upon completion
Crawfords to Galveston Suburban Improvement Co, Inc- 26 April 1920 (B:321/P:572)
Galveston Suburban Improvement Co, Inc. to Wallace and Susie Anderson- 26 April 1921 (B:329/P:499)
Estate of Susie Anderson Winfield to Anthony D'Ambra- 15 June 1967 (B:1867/P:652)
D'Ambra to Thomas Lee and Wilma Young, 2 July 1973 (B:2383/P:148)
Young to current owners, 31 July 2019

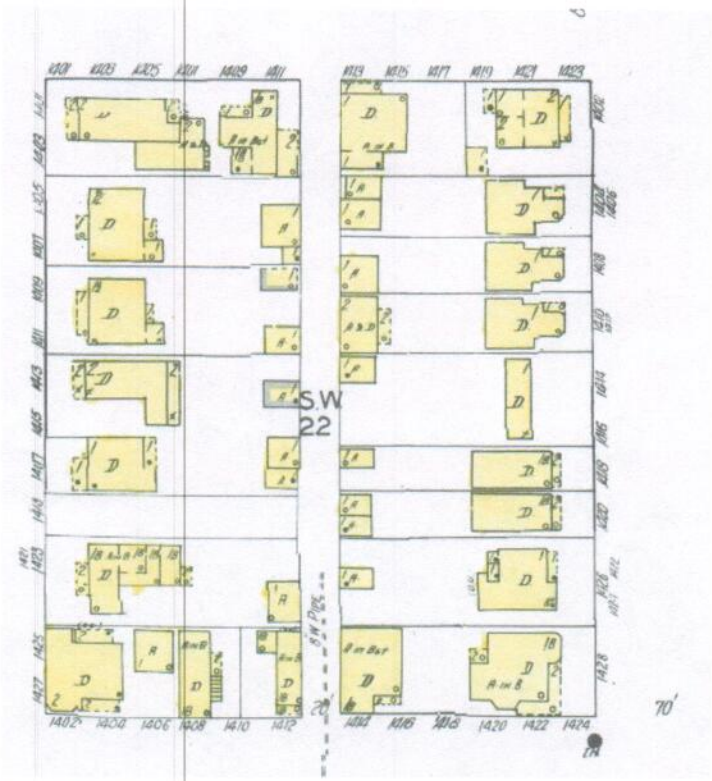
Sanborn Insurance Maps, Southwest Outlot 22



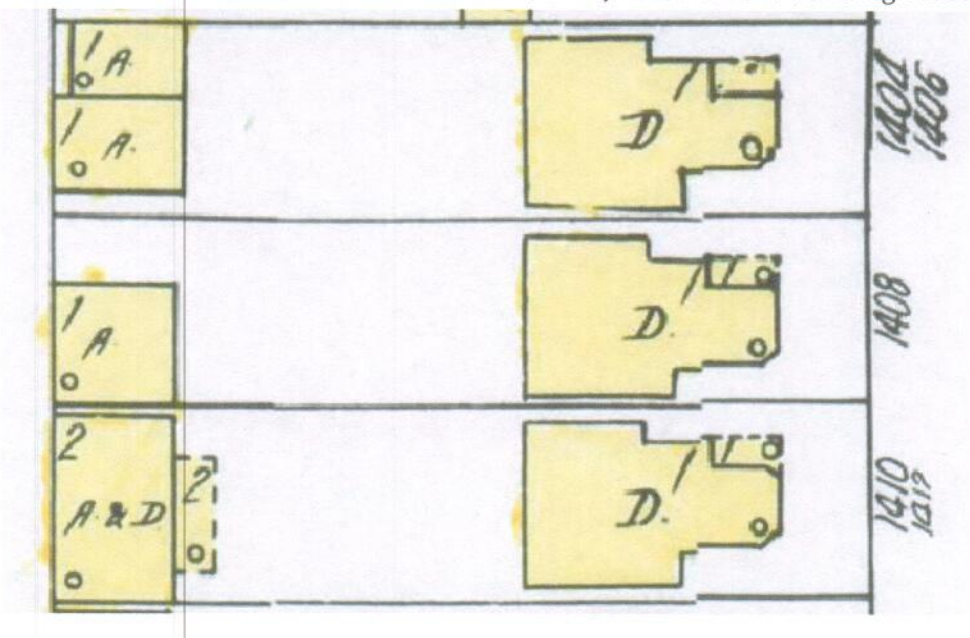
1899- Prior to hurricane on September 8th. Located just three blocks north of the beach, every building on this block was destroyed by the storm. The map also notes the track for the Galveston & Western Rail Road, which ran down Avenue N. The map notes that by 1899, this track was "not used."



1912- New construction, post 1900 Storm, is observed on several lots on the block. Lots 9 and 10 are noted as vacant in 1912. The train tracks are also absent from the 1912 map, having also been destroyed by the 1900 hurricane's storm surge.



1947- By the time the 1947 maps were drawn, the block had been rebuilt. Three houses on lots 9 and 10, including 1408 Avenue N, are seen for the first time. The identical one-story frame dwellings have identical footprints and each have an automobile garage(s) on the north end of the property, accessed from the alley. The map also recorded a one-story automobile garage behind 1408 N added by the Andersons after they purchased the property in 1921. The map does not record the 1928 addition to the back of 1408 N, noted on the building's insurance record.



City Directory Search, 1408 Avenue N (Ursuline)

1913 (Houses on N not completed/ addresses not included in the cross directory)
Galveston Suburban Improvement Company (Inc.), John Stowe, president, Fernand Andler, secy-treasurer, office 2301 Strand, Phone 125

1914
William H. Crawford, longshoreman, r. 1408 Ave N

1916
William H. Crawford, longshoreman, r. 1408 Ave N

1919
William H. Crawford (Edna), longshoreman, r. 1408 Ave N

1921
W. G. Anderson, marine engineer, r. 1408 Ave N

1924-1925
W. G. Anderson (Susie), engineer U.S. Army Corp, h. 1408 Ave N

1928-1929
W. G. Anderson (Susie), engineer U.S. Army Corp, h. 1408 Ave N

1930
W. G. Anderson (Susie), h. 1408 Ave N

1932-1933
W. G. Anderson (Susie), h. 1408 Ave N

1936-1937
W. G. Anderson (Susie), engineer, h. 1408 Ave N

1939
W. G. Anderson (Susie), h. 1408 Ave N

1941
Mrs. Susie F. Anderson (widow W. G.), h. 1408 Ave N

1945-1946
Mrs. Susie F. Anderson, clerk Zig Zag Inn, h. 1408 Ave N
Mrs. Mary A. Gould, r. 1408 Ave N

1949
Nuel E. Lewallen (Imogene), agent U. S. Internal Revenue, h. 1408 Ave N
No listing for Susie Anderson

1951
Edward A. Jahn (Margie), lawyer 409 Trust Bldg, h. 1408 Ave N

1955
Leon W. Winfield (Susie), h. 1408 Ave N

1960
Leon W. Winfield (Susie F.), h. 1408 Ave N

1968
Address listed in cross directory with note of "No return"

1971
Anthony D'Ambra (Lucille), with D'Ambra Grocery, h. 1408 Ave N
D'Ambra Grocery (Anello D'Ambra), 1602 Ave B(Strand)

1975
Thomas L. Young, h. 1408 Ave N

1980
Thomas L. Young, h. 1408 Ave N

1985
No return

1991
No return

1995
Wilma J. Young, 1408 Ursuline

DESCRIPTION AND ESTIMATE of the Present Cash Value

Of the 6th 1 story ~~Amtul~~ Asbestos 80 roofed ~~frame~~ Cost-Bd-Cl. 56 building,

Situated on Lot No. 9 in Block No. SW½ Of. 22 No. 1406 (1404). N Street,

in the City of Galveston, owned by Galv. Sub Impt Co. 1916 & Guaranty T. D. Shaw

Occupancy:

Basement 9½ post on 6" Bk. pier for

First Floor by 10 Owner ~~for sale~~ for Dwlg

~~Second Floor by~~ for

~~Third Floor by~~ for

DESCRIPTION:

When built? 1913 Last repaired or painted? ~~about complete~~

Is it on leased ground? No. When does lease expire?

What is used for lighting? Elect. Is gasoline used? No.

Size of building? 16½ X 14 & 9 3½ X 06 ft

~~Plastered~~

Number of rooms Rough ceiled and papered 4 Halls 1 Bath room 1 BTT & tub 9

~~Ceiled and painted~~

Number closets? ✓ Porches? 1 Mantels and grates? ✓

Number of flues and construction thereof? 2, brick to gnd. –

Is public Fire Hydrant within 500 feet? Yes Within 1000 feet?

The above described building would cost, at present value of materials and labor 160 yd $1500.00

T. D. Shaw and wife to Wallen Duhon and wife, the west 28 feet 2 inches of the east 28 feet 8 inches of lot 9 in the southwest block of outlot 22, and improvements; $10. (U.S. rev. stamps indicate transaction up to $5500). 3/30/62 $ $

Less age, use or location per cent $

Allen Duhon and wife to Antonino Patane the west 28 feet 2 inches of the east 28 feet 8 inches of lot 9 in southwest block of outlot 22, Galveston, $10. (U.S. rev. stamps indicate transaction up to $5000). 11/9/67 $

~~Const Cost~~

OTHER IMPROVEMENTS:

~~Asbestos~~ $

" " " " " $

$

$

$ $

Deduct for depreciation from age, use or location per cent $ $

Making the present Cash Value $

REMARKS: Elect wiring 6 Lt. in each bldg. OK

Galveston, Texas, 11 day of Nov 1913

INSPECTOR.

Map Page No. 31

DESCRIPTION AND ESTIMATE of the Present Cash Value

Of the One story Asbestos & Comp roofed ~~Frame~~ asb-Bd-Cl. '56 building

Situated on Lot No. pts 9 & 10 in Block No. SW 22 No. 1408 N Street

in the City of Galveston, owned by W. G. Anderson

Occupancy:
- Basement 3'CP for
- First Floor by 10' ~~Owner~~ Tun for Dwelling
- Second Floor by for
- Third Floor by for

DESCRIPTION

When built? 1913 Addn. 1928 Last repaired or painted? 1928

Is it on leased grounds? no When does lease expire?

What is used for lighting? elect Is gas used? yes

Size of building? 25x26 14x17 addn 1928 12x12 & porch 6x11

Plastered

Number of rooms ~~XX~~ ceiled and papered 5 Halls 1 Bath room 1

Winfield to Mary Ann Gould ... west 14 feet 2 inches of ... and east 14 feet 4 inches ... 10 out of southwest block ... 22 in Galveston $5.00 (No ... stamps)

Dorothy Lee Dew and husband to Mary Ann Gould and others, executrices ... quitclaiming the west 14 feet, ... inches of lot 9 and east 14 feet, ... inches of lot 10 out of southwest ... outlot 22, Galveston. $5.00. (U.S. stamps)

Wallace Anderson and others to Anthony D'Ambra west 14 feet 2 inches of lot 9 and east 14 feet 4 inches of lot 10 southwest block of outlot 22 Galveston, $2500. (U.S. rev. stamps indicate transaction up to $6500).

4-14-67 Porches? 2 Mantels and grates? none

...ction thereof? 2. Brick to Ground

5/2/47 ...n 500 feet? Yes Within 1000 feet?

...g would cost, at present value of materials and labor $ 28 " $

6-25-67 $ $

...m age, use or location 20 per cent $

Making the present Cash Valuation $

5

OTHER IMPROVEMENTS

1 sty comp roof frame garage size 16x16 elec lights. $ $

$ $

$ $

$ $

$ $

Deduct for depreciation from age, use or location per cent $ $

Making the present Cash Value $

REMARKS:

Est. E.C.a 6-38

INSPECTOR

Galveston, Texas, day of 19

ORDINANCE NO. 20-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **1408 URSULINE / AVENUE N,** AS A "GALVESTON LANDMARK", PROPERTY IS LEGALLY DESCRIBED AS M.B. MENARD SURVEY, WEST 14-2 FEET OF LOT 9 AND EAST 14-4 FEET OF LOT 10 (2009-2), SOUTHWEST BLOCK 22 GALVESTON OUTLOTS, A SUBDIVISION, 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; DESIGNATING THE SITE AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; PLANNING CASE NUMBER **20P-025**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

WHEREAS, the Applicant and Property Owner, Michael and Suzanne McClere, requests that the structure located at **1408 Ursuline / Avenue N,** and legally described as M.B. Menard Survey, West 14-2 Feet of Lot 9 and East 14-4 Feet of Lot 10 (2009-2), Southwest Block 22 Galveston Outlots, a Subdivision, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, as set out in the Staff Report, attached as **Exhibit 1, 1** and incorporated herein for all intents and purposes, the subject structure, was built in circa 1913. The house is a prime example of the National Folk style of domestic architecture seen throughout Galveston. The "cottages" as they were described at the time were elevated 2.5 feet on brick piers and contained four rooms, one hall, one bathroom and a porch; and,

WHEREAS, the house is within the Urban Neighborhood, Neighborhood Conservation District (UN-NCD-1) and has been an established visual feature of the community since its construction in 1913. The house retains its historic integrity, and retains its original location, design, setting, materials, workmanship, feeling and association; and,

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

WHEREAS, the property is eligible to participate in the City of Galveston's Tax Exemption for New Galveston Landmarks Program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years; and,

WHEREAS, at its regular meeting of September 21, 2020, the Landmark Commission voted to recommend approval of the request; and,

WHEREAS, at its regular meeting of September 22, 2020, the Planning Commission voted to recommend approval of the request; and,

WHEREAS, Staff recommends that Planning Case Number 20P-025 request for Landmark Designation of the property located at **1408 Ursuline / Avenue N,** be approved with the condition provided in Section 2 below; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application and designate the structure located at **1408 Ursuline / Avenue N,** and legally described as M.B. Menard Survey, West 14-2 Feet of Lot 9 and East 14-4 Feet of Lot 10 (2009-2), Southwest Block 22 Galveston Outlots, a Subdivision, in the City and County of Galveston, Texas, as a "Galveston Landmark" and as a historically or archeologically significant site in need of tax relief to encourage its preservation".

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

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

SECTION 2. After public hearing, the City Council approves the request for Landmark Designation of the property located at **1408 Ursuline / Avenue N** and legally described as M.B. Menard Survey, West 14-2 Feet of Lot 9 and East 14-4 Feet of Lot 10 (2009-2), Southwest Block 22 Galveston Outlots, a Subdivision, in the City and County of Galveston, Texas, subject to the following condition:

Standard Condition:

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

SECTION 3. 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 Tax Exemption for New Galveston Landmarks Program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years.

SECTION 4. The City of Galveston Historic Preservation Officer will maintain all records and will record the property's Landmark Designation in the Official Public Records of Real Property of Galveston County, in the tax records of the City of Galveston and the Central Appraisal District, and in the Official Zoning Maps of the City of Galveston, Texas.

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

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

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

SECTION 8. This Ordinance shall 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 October 22, 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

City Council
Planning and Development Division
City of Galveston
October 22, 2020

20P-030 STAFF REPORT

ADDRESS:
1615 Avenue K

LEGAL DESCRIPTION:
Property is legally described as M.B. Menard Survey, Lot 4, Block 76, a Subdivision in the City and County of Galveston, Texas.

APPLICANTS/REPRESENTATIVE:
Rowan Dougherty and Wallace W. Wood, Jr.

PROPERTY OWNERS:
Rowan Dougherty and Wallace W. Wood, Jr.

ZONING DISTRICT:
Residential Single-Family, Historic (R-3-H)

HISTORIC DISTRICT:
Lost Bayou

REQUEST:
Request for designation as a Galveston Landmark

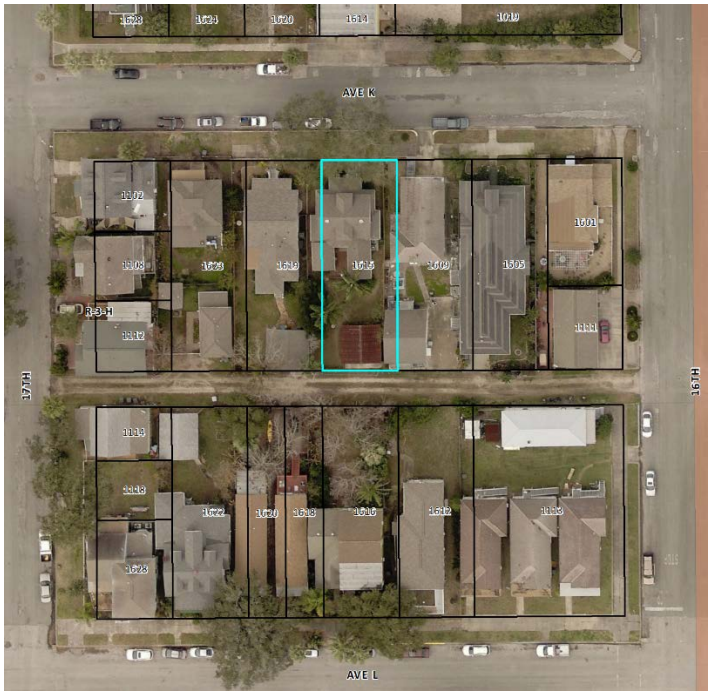
STAFF RECOMMENDATION:
Approval with Conditions

EXHIBITS:
A – Applicant's Submittal
B – Historic Sites Inventory Sheet
C – Ordinance

STAFF:
Daniel Lunsford
Planner
409-797-3659

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
23	3	3	0	0



Zoning and Land Use

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

Executive Summary

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

Analysis

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

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

   Through Galveston's period of expansion between the city's founding and the 1900 Storm, small, modest worker and laborer cottages were common, many built as rent houses. The James and Mary Williams house at 1615 Avenue K is an example of the numerous humble cottages that were originally built in the Lost Bayou area for members of the working class that helped to fuel Galveston's growth in its early years.

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

   The 2015 Galveston Historic Sites Inventory (Attachment B) lists the date of construction as circa 1890; however, the house is likely older than that. The Folk Victorian house at 1615 Avenue K was originally built sometime before 1871 as a 28 foot by 29 foot raised cottage with full-width front porch; this configuration appears on the 1871 Camille Drie birds-eye view drawing of the city (attachment A). Over time numerous changes were made to the cottage, including the addition of a bedroom at the rear of the house, the addition of a raised gambrel roof and Craftsman-style architectural details in 1925, and a third addition to the east side of the house in 1945. These historic additions are still present on the house today.

3. **Association with the lives of people significant in the city, region, state or national past.**

   According to available records, James and Mary Williams were the earliest known owners of the house. Both were originally from England by way of New York; they lived on Rosenberg Street but also owned 1615 Avenue K. The 1885 fire destroyed their house on Rosenberg, and they moved to the Avenue K house afterward. The Williams family added the rear bedroom around that time. Later owners include

Alexander and Berohelia Gaston, who owned the house between 1925 and 1945; Mr. Gaston was a barber who had a shop at the Tremont Hotel.

The first recorded renters were Maria Hamilton and Milton Macilwayn, between 1870 and 1878. Maria Hamilton appears on pre-Emancipation slave rolls in Milam and Upshur counties in Texas, and Milton Mcilwayn was a Union soldier who settled in Texas after the Civil War.

After Hamilton and Macilwayn, store clerk Charles Wild rented the house for about two years, followed by Ada Goldman (also a store clerk) and her family, among others.

4. **Retention of historic integrity, meaning that the property possesses several, and usually most, of the following aspects of integrity: location, design, setting, materials, workmanship, feeling or association.**
The James and Mary Williams House retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association. While it began as a Folk Victorian style house, it currently exhibits a number of historic modifications that reflect the needs and preferences of past owners.

Financial Incentives for Historic Properties

The property is in the Lost Bayou historic district, and is not eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

Landmark Commission recommended approval of this request at the October 5, 2020 meeting. Planning Commission recommended approval of this request at the October 6, 2020 meeting.

Staff Recommendation

Staff recommends approval with the following condition:

Standard Condition:

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

Respectfully Submitted:

Daniel Lunsford — October 22, 2020

Daniel Lunsford — Date

October 22, 2020

Catherine Gorman, AICP — Date

Assistant Director/HPO

ATTACHMENT A

ROWAN DOUGHERTY
WALLACE WOOD
1615 Avenue K
Galveston, TX 77550-4916

Catherine Gorman, Asst. Director, HPO
City of Galveston
823 Rosenberg
Galveston, TX 77550

Dear Ms. Gorman:

Enclosed please find our application to the Landmark Commission for a Landmark Designation on our home located in the Lost Bayou Historic District at 1615 Avenue K. With our application are all our supporting documentation.

It is our understanding that the next scheduled meeting of the Commission would be October 5, 2020 with the Deadline of September 8th. With following meetings of the Planning Commission scheduled on 10/6 and the City Council on 10/23. And that we could attend those meetings via telephone.

Please let us know if you require any additional documentation with our application. As stated on our application, our cell # is (409) 739-5466 and our email address is **rowanwally7675@gmail.com**.

Thank you very much.

Sincerely yours,
Rowan Dougherty
Wallace Wood

City of Galveston, Texas
Landmark Commission
Application for Landmark Designation

Property Information

Street Address:	1615 Avenue K
Legal Description:	Lot #4, Block 76, City of Galveston
Present Use of Property:	Personal Residence
Improvements:	No new improvements proposed other than current on-going maintenance .

Historic Information

1. Historic Owners & Residents:

1870 - !878	Mrs. Maria Hamilton & Milton Macilwayn
1878 - 1880	Charles Wild
1880 - 1882	Henry & Ada Gohlman
1882 - 1884	Elizabeth Bettison
1884 - 1906	James & Mary Williams
1906 - 1907	Louis Elbert
1907 - 1945	Alexander & Berohelia Gaston
1945 - 1950	William & Lela Woods
1950 - 2005	Margaret Tuthill
2005 - 2007	James & Judith Johnson
2007 - 2011	Terrance & Allison Tysall
2011 - 2017	Jane Chance
2017 - Present	Rowan Dougherty & Wallace Wood

2. Construction Dates:

Original building date sometime before 1871 as the home footprint was a small 28' by 29' rectangular raised cottage with full length front porch as shown in the 1871 print drawings of Mr. Camille N. Drie as seen in the Galveston Daily News on March 10, 1871.

1886	Southeast bedroom wing (rear of house)
1925	Raised attic roof and created gambrel style roof. Another wing at the rear on the southwest side of the home was added and used for the in-house kitchen. Arts & crafts decorative elements were added to the front exterior.
1945	Den build-out on eastside house

Statements of Historical and Cultural Significance:

The home is an example of the numerous humble cottages that were originally built in the Lost Bayou District for the members of working class that helped to fuel Galveston's growth in it's early years.

Statement of Architectural Significance:

The home still retains some of the simple lines of the original cottage style as seen all over in the Lost Bayou District, but now has unique Arts & Craft elements added in the 1925 remodeling.

Attachments

1. Current Picture - Front View of Property

2. Current Picture - Rear View of Property

3. Current Picture - Garage Located at Rear of Property on Alley

4. Earliest Documented Drawing of Property - Camille N. Drie's Birdseye View of Galveston as found in Galveston Daily News dated March 10,1871

5. Close-up View of Property from Mr. Drie's 1871 Drawing

6. 1921 Aerial View of Galveston showing the Property as seen in the Galveston Monthly dated September 2019

7. Historic Record with Description and Estimate of Cash Value from the Rosenberg Library Archives

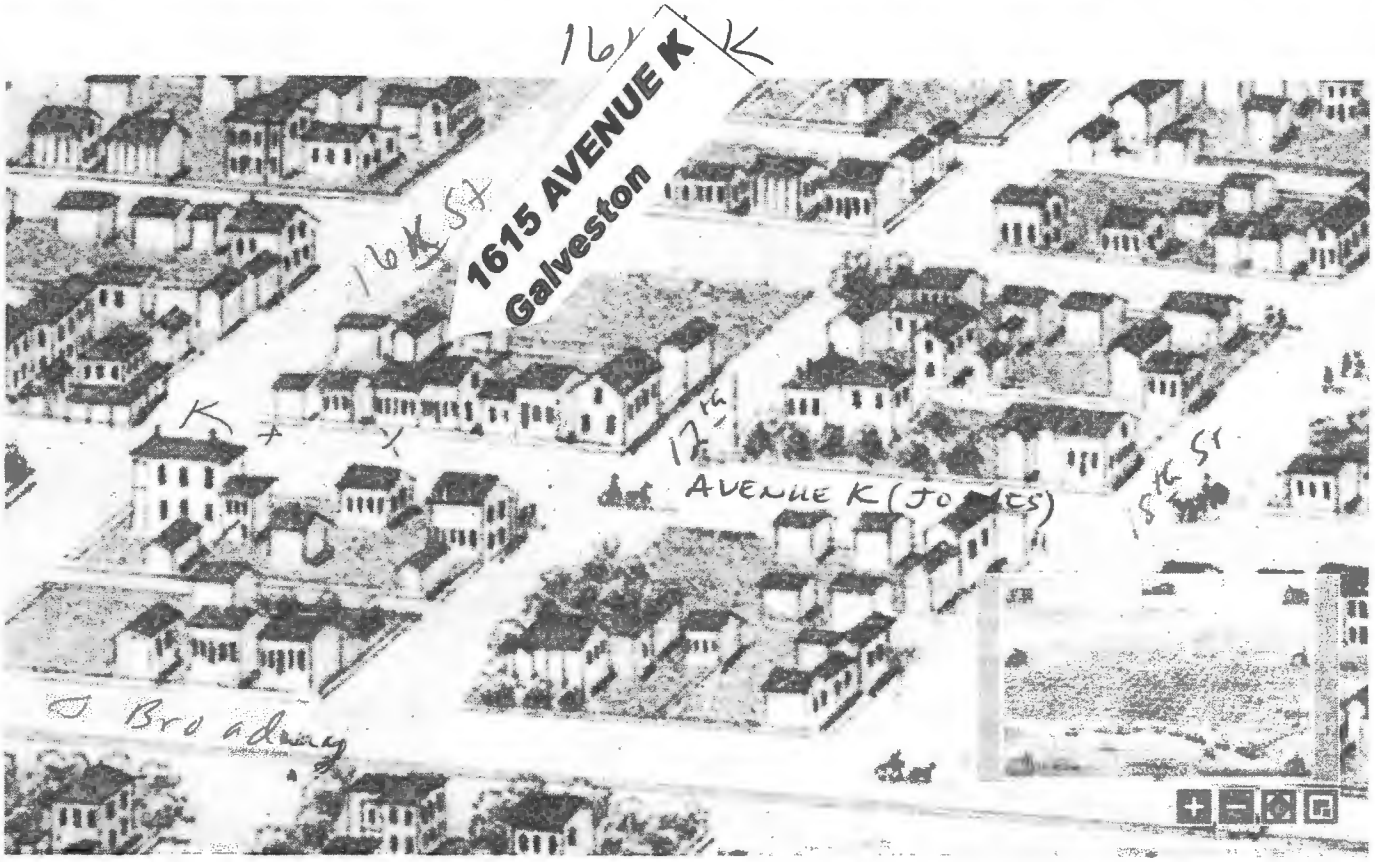
8. Sanborn Insurance Maps dated 1899, 1921, & 1950 showing the House and Lot Location

9. Survey of Property dated 10-6-2006 by Westar Land Surveyors

1615 AVENUE K
Galveston

1615 AVENUE K
Galveston

GALVESTON
1615 AVENUE K
Galveston



Galveston in 1871

The bird's-eye-view phenomenon began in Texas when the editor of the *Galveston Daily News* announced in his March 10, 1871, edition that "Mr. C. Drie exhibited to us some drawings that he is making for a map of Galveston, which will exhibit the buildings on every lot within the city. It is an isometric projection, and promises to be a fine picture of the Island City, and will be invaluable to all property holders."[1] Through a series of newspaper ads, Drie offered Galvestonians an opportunity to purchase his print for $3 per copy.[2] When he had secured a sufficient number of subscribers, he sent his drawing to Chicago, where the Chicago Lithographing Company printed it, and returned with the finished prints several weeks later.

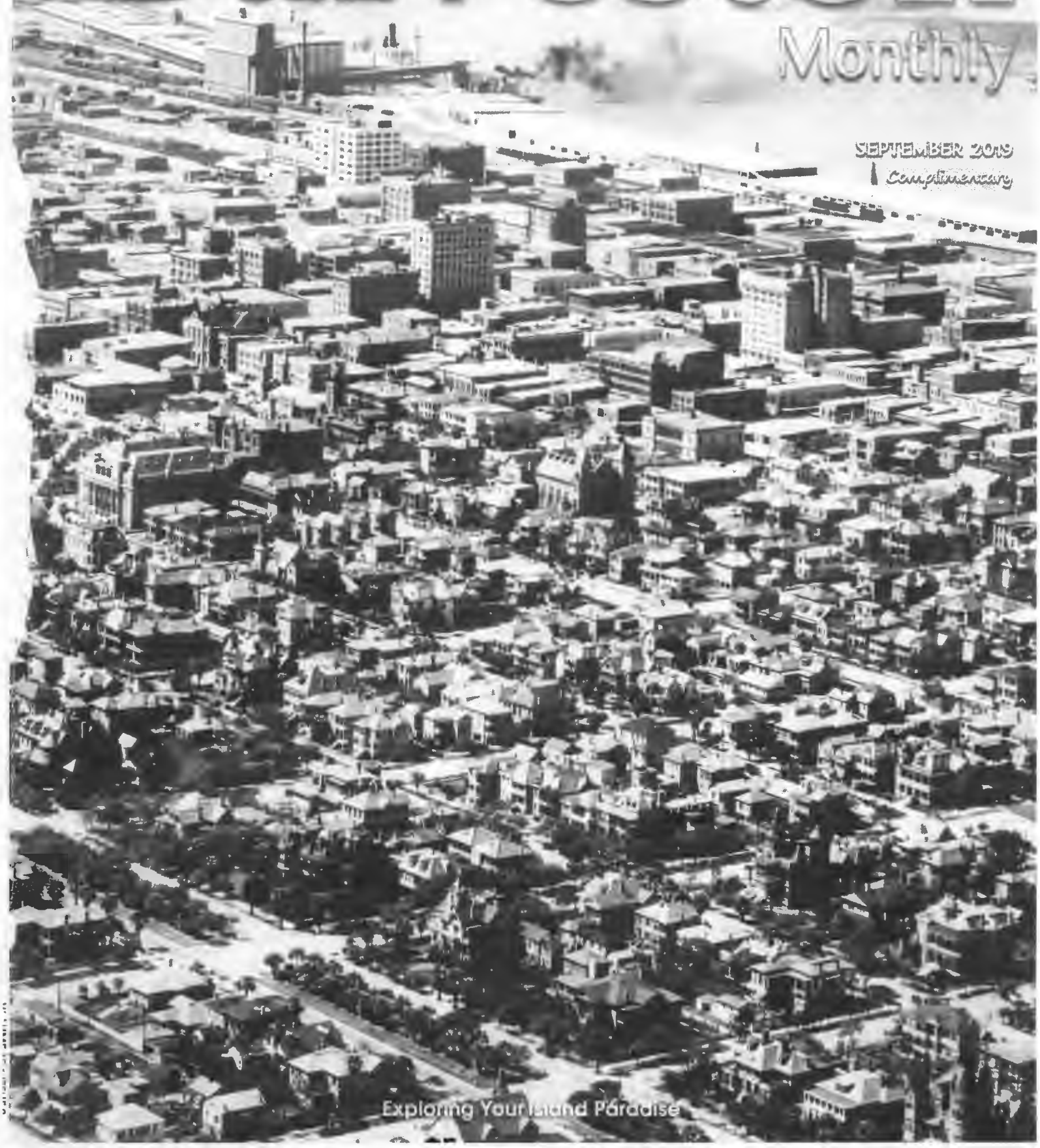
Galveston was the commercial center of Texas during most of the nineteenth century and attracted more artists than any other Texas city, with the exception of San Antonio. Located on the north side of Galveston Island, the city occupied less than one-eighth of the small land mass, but its residents had grand dreams of it becoming the Manhattan of the Gulf of Mexico. When he first saw the city in 1841, Josiah Gregg found it to be "handsome though too monotonous in appearance." By the time artist C. O. B?hr visited, probably during 1858, the city was in the midst of an "astonishing" building boom, "speculation in real estate" was "astronomical," and the city had begun to take on more of the characteristics that its citizens envisioned. Several three-story brick buildings with handsome iron fronts had gone up, and Clusky & Moore had begun construction of the new federal Customs House in 1857 [3] A reporter for *Harper's Weekly* had concluded in 1866 that there were "few towns in the South where so much Northern energy and the effects of Northern capital are as visible as in Galveston."[4]

Drie began his work on Galveston in the same manner as other bird's-eye-view artists—by choosing the perspective from which the city would be depicted, making liberal use of any maps that might have been available to him, or perhaps making his own, and going around town sketching individual buildings from his chosen perspective. What the Galveston editor called an "isometrical projection" made it appear that the perspective had been taken from a 45-degree angle above the city. In fact, Drie's technique more nearly resembles an axonometric projection, because he did not employ vanishing points in his composition—the streets run parallel to each other—suggesting that he was probably more

Galveston Monthly

SEPTEMBER 2015

Complimentary



Exploring Your Island Paradise

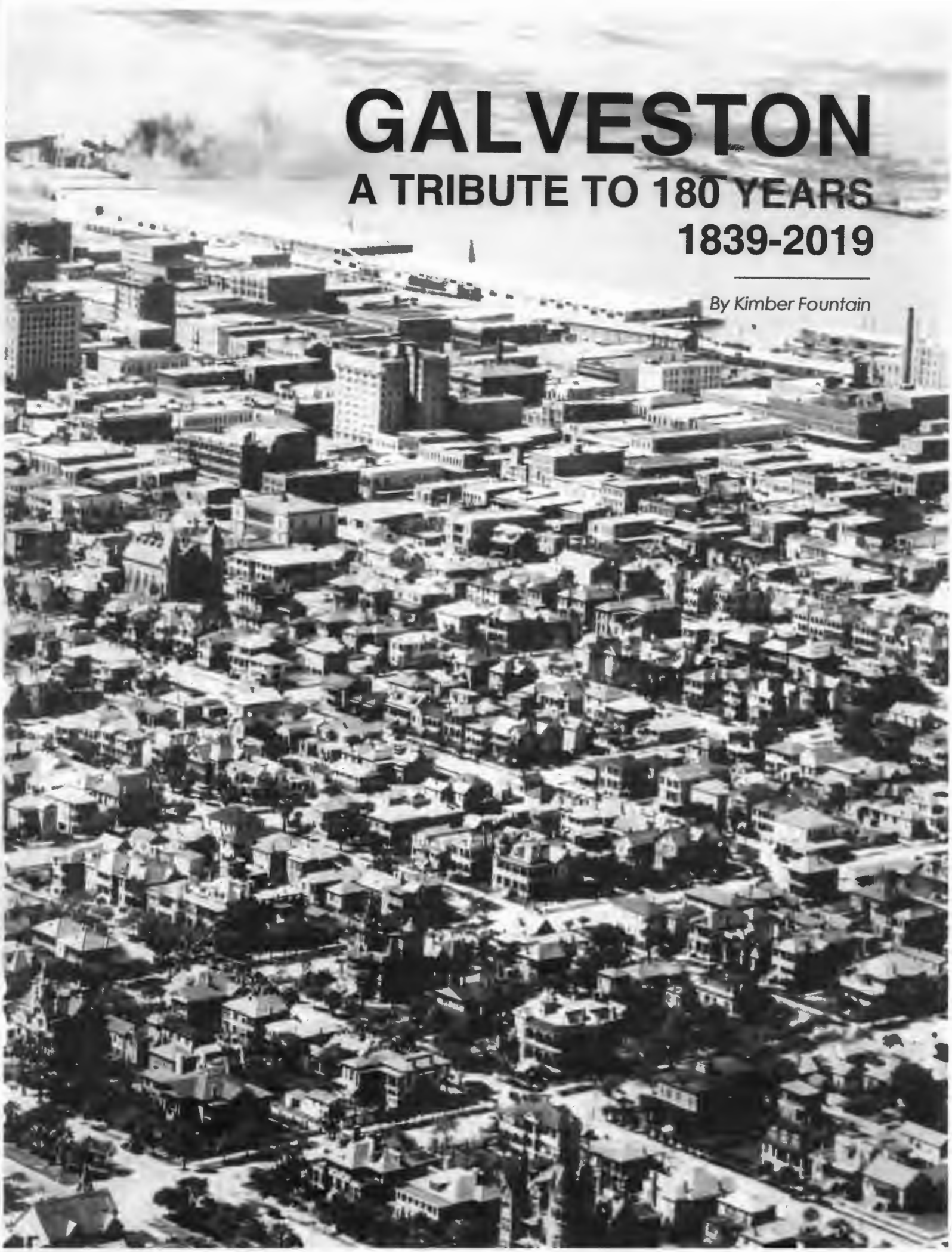
1615 AVENUE K
Galveston

GALVESTON

A TRIBUTE TO 180 YEARS

1839-2019

By Kimber Fountain



12-00-2½m.

H. 76.

DESCRIPTION AND ESTIMATE Of the Present Cas Value

Of the 1½-1 stor, Metal on asph. Comp. roofed frame Building,

situated on Lot No. 4 in Block No. 76 No. 1613, N Street,

in the City of Galveston, owned by 45 Wm Woods, W. Lou. 100 J. H. Williams, 06 C. B. Ell 07 H. H. Gaston BP

Occupancy:
- Basement. 9 f. for Phone 1841
- First Floor by (P.) a. for dwelling
- Second Floor by " for attic rooms ceiled & plaster
- Third Floor by for

Remodeled 1925 DESCRIPTION: 1925

When built? Old, prob. built 1886, Last repaired or painted? 1900.

Is it on leased ground? no When does lease expire?

What is used for lighting? Elec 8X14 Is gasoline used? None

Size of building? 28 x 29 & 12 x 23 ft

Number of rooms Plastered / Rough ceiled and papered / Ceiled and painted / 6 Halls / Bath room 1

Number closets? 1 Porches? 1 Mantels and grates?

Number of flues, and construction thereof? 2 brick, 1 ceiling and brick on edge

ESTIMATE.

The above described building would cost, at present value of materials and labor, $

47 6/10/35 Est 3/18 5/25/50 6-15-38

Deduct for depreciation from age, use or location, 25% per cent

Making the present Cash Value $

OTHER IMPROVEMENTS.

Hutchings-Sealy National Bank of Galveston, Tex., as independent executor of the estate of Lelia R. Gaston, deceased, 5-16-45 deed to William Woods and wife, lot 4 in block 76 and improvements $3600 (United States revenue stamps indicate transaction to $4000).

Cistern $

Hoder N 14 06 $

Stable $2

Hen house $

Fencing $6

Deduct for depreciation from age, use or location, per cent $

Making the present Cash Value $

REMARKS.

Bk No 11 Pg 29 Est Ow 7/18/29 J. M.

This is a copy of a document in The Rosenberg Library, Galveston, Texas. Not to be Copied or Reproduced in any way without written permission from the Rosenberg Library

JN 5210 31 Aug 07
BK 2 Co 27 Dec 06

Galveston, Texas, 10 day of Feb 1902

Inspector.

BK 9 Co

1615 AVENUE K
Galveston

		7/15/29 A&L .68
Lot 4		7/18/29 C.M. .68
Dwg	25	
Fr	15-05	8/23/29. E.C.H. .68
E 11' CD Dwlg	10-	1/30/30 A & L .68
W 12' CD Dwlg	10-	6/2/32 A&L "
½ key	08	1/13/33 " "
	68	
	-25	6-10-35 " "
	43	6-15-38 " 43
Tm	05	6-4-41 " " INSP.
	48	6-20-44 " " N1
		12-8-47 " 48 " * Tm

Reproduced From
The Holdings of the
Rosenberg Library, Galveston, Texas

No. .....

ESTIMATE OF PRESENT CASH VALUE OF

..... Story ..... Building

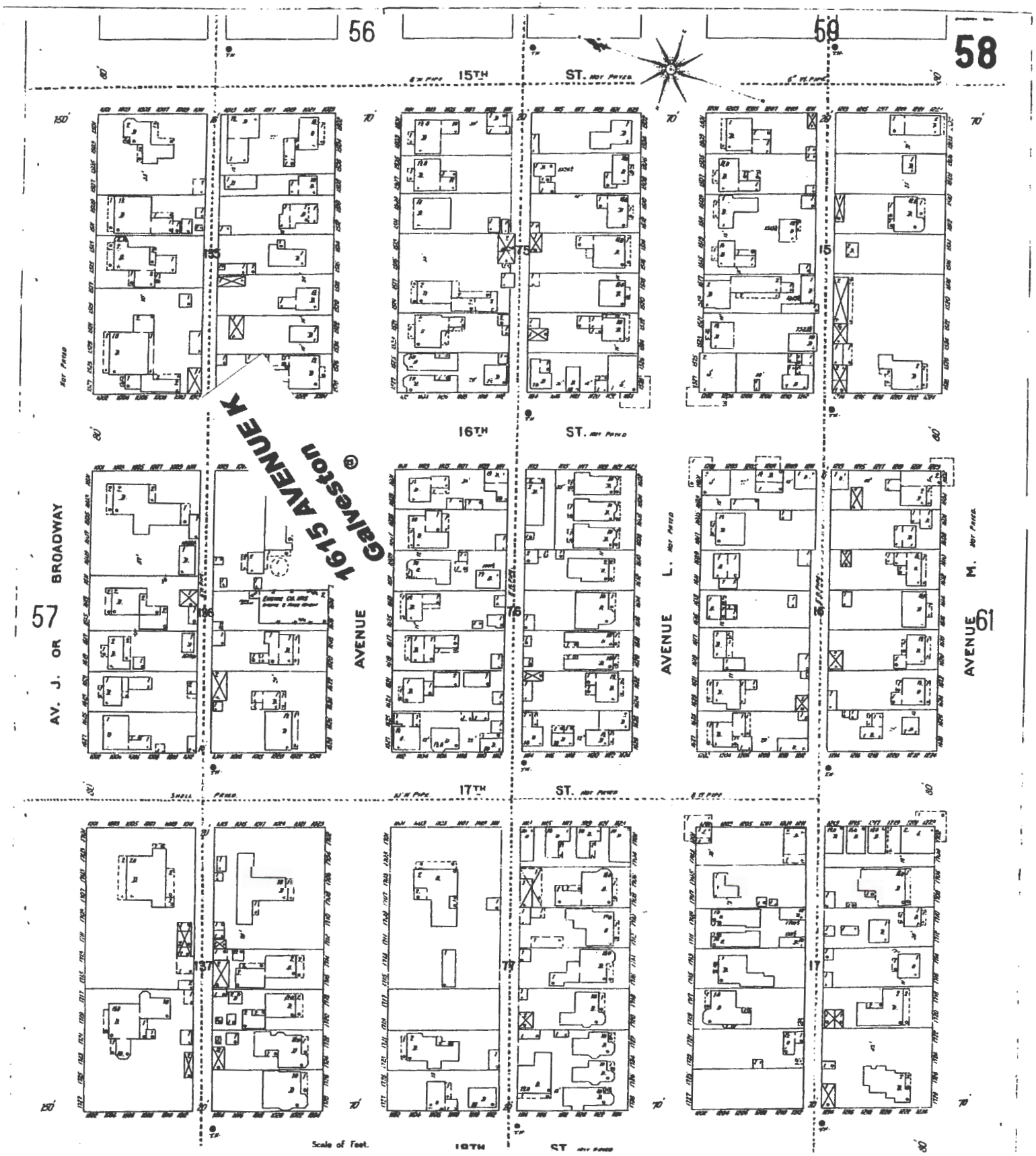
Lot No. ..... Block No. .....

OWNED BY

..... 190.....

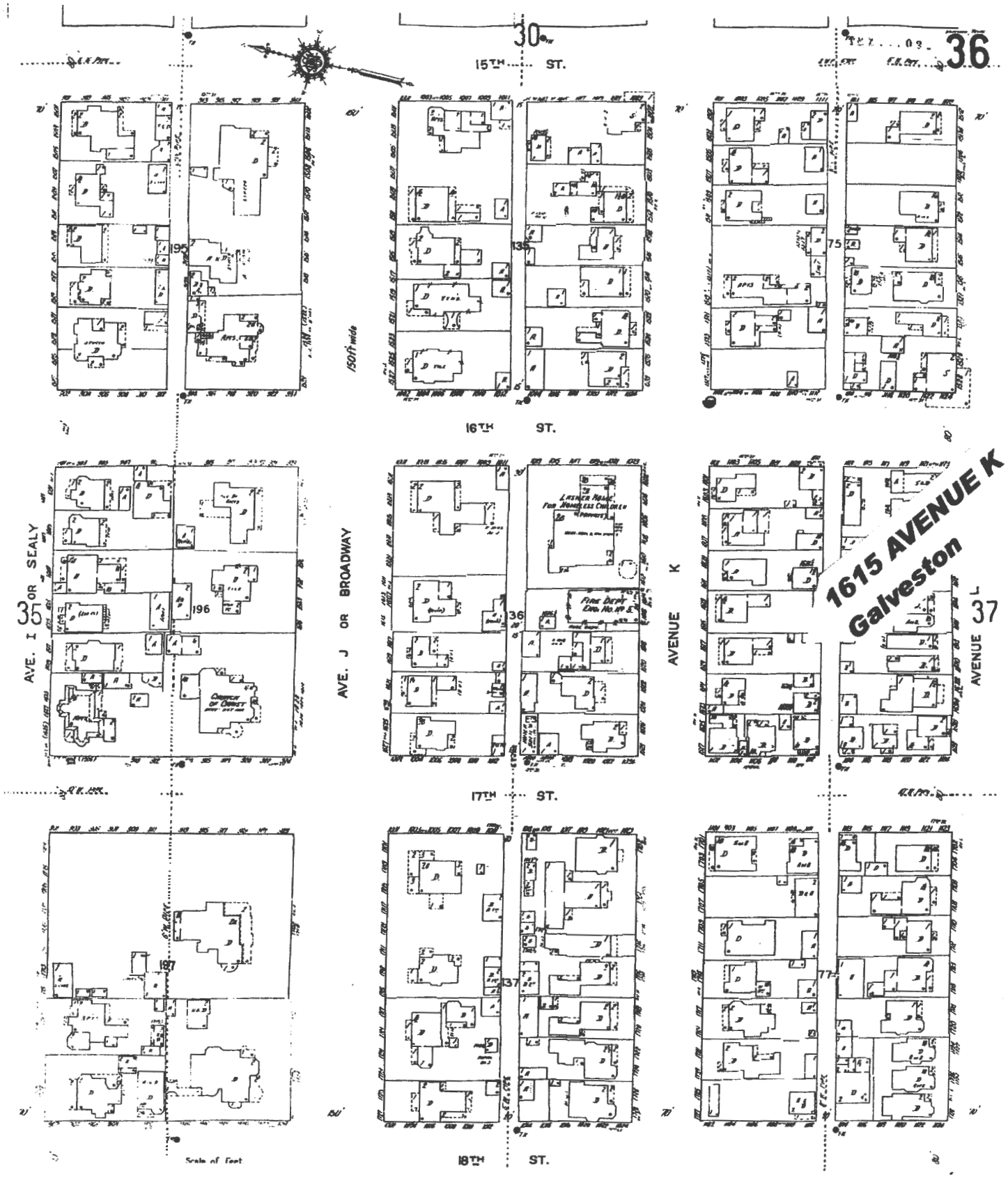
1615 AVENUE K
Galveston

Sanborn Insurance Map - 1899

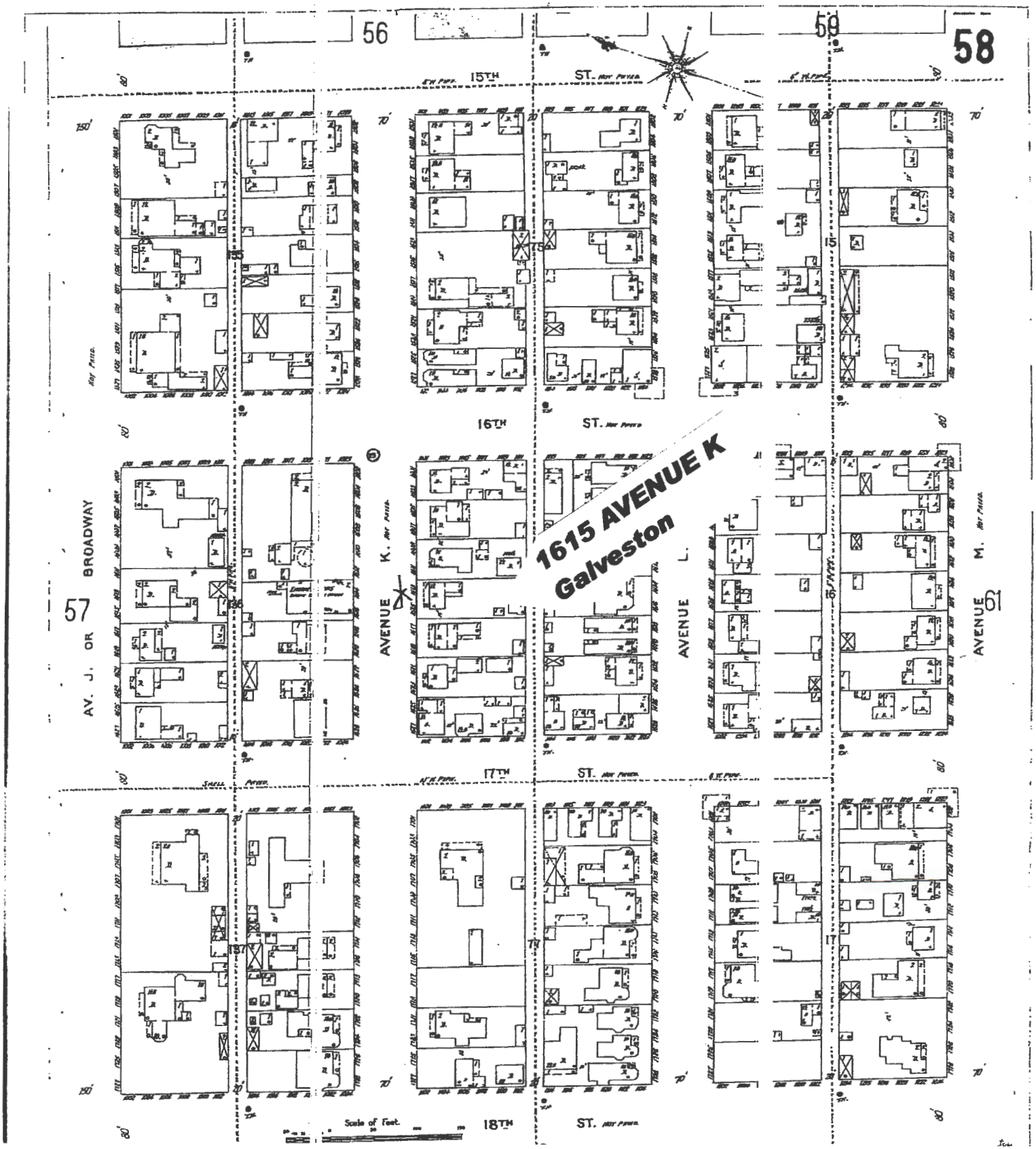


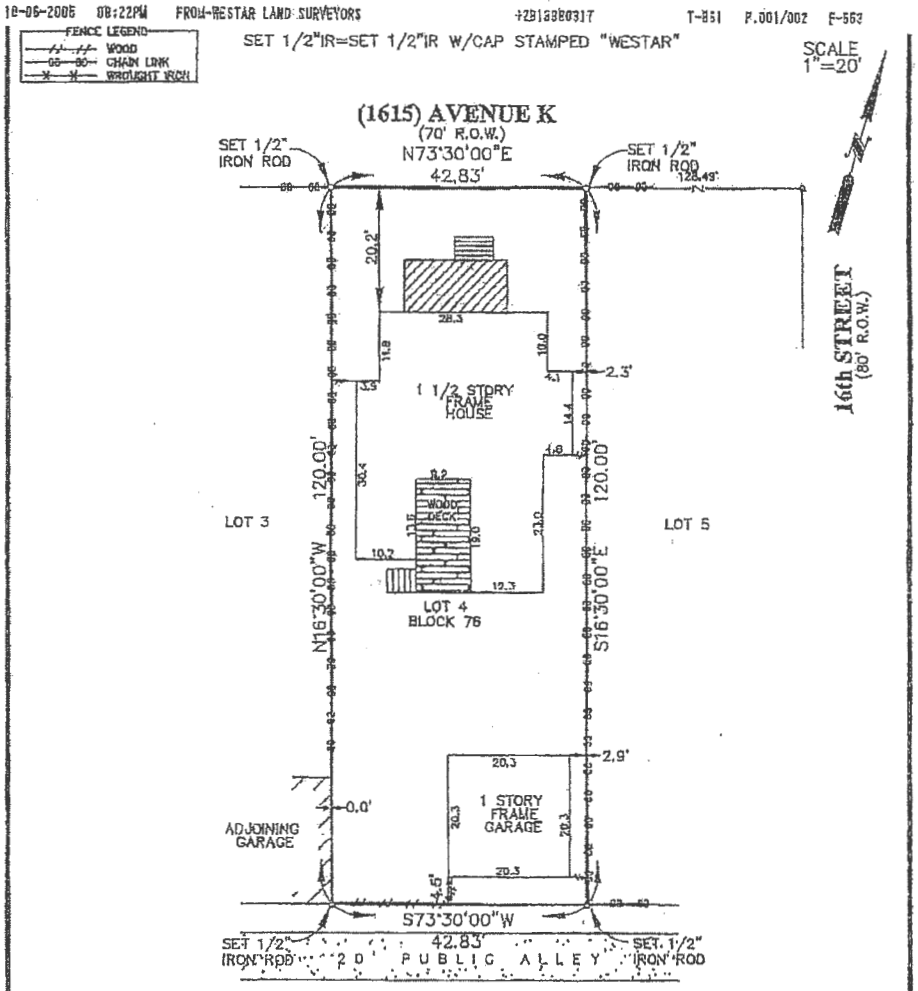
1615 Ave K

Sanborn Insurance Map - 1912



Sanborn Insurance Map - 1950





Note: The bearings shown hereon are based on common and accepted usage.

BUYER: James Johnson and Judith Johnson 1615 Avenue K

DESCRIBED PROPERTY:

Lot Four (4) in Block Seventy Six (76), in the City and County of Galveston County, Texas, according to the map or plat thereof in common usage.

Westar
LAND SURVEYORS, INC.
1610 South Gordon • Alvin, Texas 77511
(281) 388-1159 • Fax: (281) 388-0317

G.F. 416749
Date: 10-6-05
Job: 34365

STATE OF TEXAS REGISTERED STEVEN H. STAFFORD 4901 PROFESSIONAL LAND SURVEYOR

Registered Professional Land Surveyor
Texas Registration No. 4901

I, Steven H. Stafford, Registered Professional Land Surveyor, State of Texas, do hereby certify that the above Plat represents an actual survey made on the ground on this day under my supervision, and there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachments, or overlapping of improvements, to the best of my knowledge and belief, except as shown hereon.

Note: There are no natural drainage courses on this property.
Note: This property does lie in a flood hazard zone according to FEMA.
4854590027 E 12-6-02 Zone "AE"

SHH
JWS

INITIAL

1615 AVENUE K
Galveston

From:	Rowan/Wallace Dougherty/Wood
To:	Daniel Lunsford
Subject:	[EXTERNAL] Landmark Application for 1615 Avenue K
Date:	Thursday, September 10, 2020 8:31:53 PM

Email to: Daniel Lunsford <DLunsford@galvestontx.gov>
Dated: 9-10-20
RE: 1615 Avenue K

Daniel:
Thank you for your email.

All of my information that I was able to obtain was from the historical records at the Rosenberg Library, most especially the Galveston City directories, Ancestry.com., and the Galveston County real estate records. As you probably know the most of County records before 1885 were destroyed in the great 1885 fire.

I was unable to find any information as to who originally built and the owned cottage. The property originally was recorded as a rental property.

Maria Hamilton and Milton Macilwayn were the first recorded renters of the cottage. Maria was a former slave, as first recorded in Milam County, TX on the slave rolls and subsequently in 1860 in Upshur County, TX. Maria married Milton in 1865. From what information I was able to find is that he was a Union soldier who settled in Texas after the war.

The only thing that I was able to find out about Charles Wild was that he was a store clerk in Galveston. He rented the cottage for two years.

Henry Gohlman with his wife Ada, their daughter Mary, and servant Lissie Steele lived and rented the cottage for two years from 1880 to 1882. Mr. Gohlman was store clerk on the Strand.

Elizabeth Bettison was a widow and lived in the cottage with her sons Isaac and Lutan. Isaac was a clerk at JP Boone and Lutan was a laborer. Mrs. Bettison moved from the cottage and subsequently moved to 415 E Avenue K.

The first recorded owners that I was able to find were the Williams family. Originally, they lived on Rosenberg (25th), but their residence was destroyed in the 1885 fire. They had bought 1615 Ave K sometime before the fire (1884), and moved in afterwards. Mr.& Mrs. (James & Mary) Williams were originally from England, immigrated to New York before moving to Texas. They were married in 1835. James was a night watchman at the Mallory Line wharf. As in my notes, the Williams made the first recorded additions to the cottage in 1886, namely the southeast bedroom wing.

After James' death, Mary sold the cottage to Louis Elbert who was a bookkeeper. Mr. Elbert owned the cottage for only a year before he sold it to Alexander and Berohelia Gaston. The Gastons owned the

cottage for a number of years (1907-1945). I am not sure they live at the cottage as they also owned property at 1511 Ave K. Mr.& Mrs. Gaston were Afro- Americans. Mr. Gaston was a barber and had shop in the Tremont Hotel.
As noted in my notes, in 1925 the Gastons made additional changes to the cottage, namely, raising the attic roof to create a better living space that created the gambrel style roof line; added another wing (southwestern side) that was used as a in-house kitchen. The arts & crafts decorate elements were also added.

In 1945, William & Lela Woods added the build-out wing on the east-side of the cottage, creating another bedroom. The Woods were also Afro-Americans. Mr. Woods was also a barber and worked with Mr. Gaston.

I hope this information will provide additional support to our application.

Thank you for your help,
Rowan Dougherty & Wallace Wood

1615 AVE K, GALVESTON, TX 77550

HHM-14036

Parcel ID	689280	Year Built	ca. 1890
District	Lost Bayou Historic District	Priority Rating	Medium
Building Faces	N		

High = Individually Eligible/Listed; Contributing
Medium = Contributing
Low = Non-Contributing

DESCRIPTION

Type	Single-Family House Center Passage
Stylistic Influences	Folk Victorian
Stories	2
Exterior Wall Materials	Horizontal wood board
Foundation Type	Raised basement

ROOF

Roof Shape	Mansard, Side-gabled
Roof Materials	Asphalt composition shingles
No. of Dormers	1
Dormer Roof Type	Hipped
Gable End Treatment	Same as wall treatment
Gable End Openings	Windows

WINDOWS & DOORS

Window Types	Double-hung
Window Frame Materials	Wood
Window Light Configuration	6/2
Window Features	Wood shutters
Door Types	Single door primary entrance
Door Features	Transom light

CHIMNEYS

PORCH

Porch Type	Partial width, One story
Porch Location	Front
Porch Roof	Flat
No. of Porch Bays	1
Porch Support Type	Box columns, Brick piers
Porch Features	Squared wood balusters

INTEGRITY

Condition	Good
Alterations	Porch materials replaced

TX_GalvestonCounty_1615_Ave_K_1.jpg

ORDINANCE NO. 20-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **1615 AVENUE K,** AS A "GALVESTON LANDMARK", PROPERTY IS LEGALLY DESCRIBED AS M. B. MENARD SURVEY, LOT 4, BLOCK 76, A SUBDIVISION 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-030**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

WHEREAS, the Applicant and Property Owners, Rowan Dougherty and Wallace W. Wood, requests that the structure located at **1615 Avenue K,** and legally described as M. B. Menard Survey, Lot 4, Block 76, a Subdivision in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes, the property was reviewed and met the criteria for Landmark Designation as set forth in Article 10 of the City's Land Development Regulations; and,

WHEREAS, the subject structure, has been referred to as the "James and Mary Williams house", as according to available records, James and Mary Williams were the earliest known owners of the house. The house was constructed circa 1890. The Folk Victorian house was originally built sometime before 1871 as a 28 foot by 29 foot raised cottage with a full-width front porch. As more fully detailed in the staff report, there has been an addition of a bedroom at the rear of the house, a raised gambrel roof and craftsman-style architectural style details done in 1925, and a third addition to the east side of the house in 1945. These historic additions are still present on the house today; and,

WHEREAS, the house is within the designated Lost Bayou Historic District and has been an established visual feature of the community since its construction. The house retains its historic integrity, and retains its original location, design, setting, materials, workmanship, feeling and association; and,

WHEREAS, the property is not eligible to participate in the City of Galveston's Local Tax Exemption for New Historic Districts and Galveston Landmarks Program; and,

WHEREAS, at its regular meeting of October 5, 2020, the Landmark Commission voted to recommend approval of the request; and,

WHEREAS, at its regular meeting of October 6, 2020, the Planning Commission voted to recommend approval of the request; and,

WHEREAS, Staff recommends that Planning Case Number 20P-030 request for Landmark Designation of the property located at **1615 Avenue K,** be approved with the condition provided in Section 2 below; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application and designate the structure located at **1615 Avenue K,** and legally described as M. B. Menard Survey, Lot 4, Block 76, a Subdivision in the City and County of Galveston, Texas, as a "Galveston Landmark".

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

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

SECTION 2. After public hearing, the City Council approves the request for Landmark Designation of the property located at **1615 Avenue K** and legally described as M. B. Menard Survey, Lot 4, Block 76, a Subdivision in the City and County of Galveston, Texas, subject to the following condition:

Standard Condition:

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

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

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

SECTION 6. In accordance with the provisions of Sections 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on October 22, 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

1615 Avenue K
Landmark – 20P-030
Tax not eligible

City Council
Planning and Development Division
City of Galveston
October 22, 2020

20P-026 STAFF REPORT

ADDRESS:
4507 and 4509 Bernardo de Galvez / Avenue P

LEGAL DESCRIPTION:
Properties are legally described as M.B. Menard Survey, Lot 8, Block 109, Denver Resurvey; and M.B. Menard Survey, Lots 9 & 10, Block 109, Denver Resurvey, in the City and County of Galveston, Texas.

APPLICANT:
City of Galveston

PROPERTY OWNER:
Robert G. and Dorothy Raines

ZONING:
Residential Single Family, Planned Unit Development (R-1-PUD)

REQUEST:
Revocation of Ordinance 15-033 regarding a Planned Unit Development (PUD)

APPLICABLE ZONING REGULATIONS:
Article 4 of the Land Development Regulations (LDR)

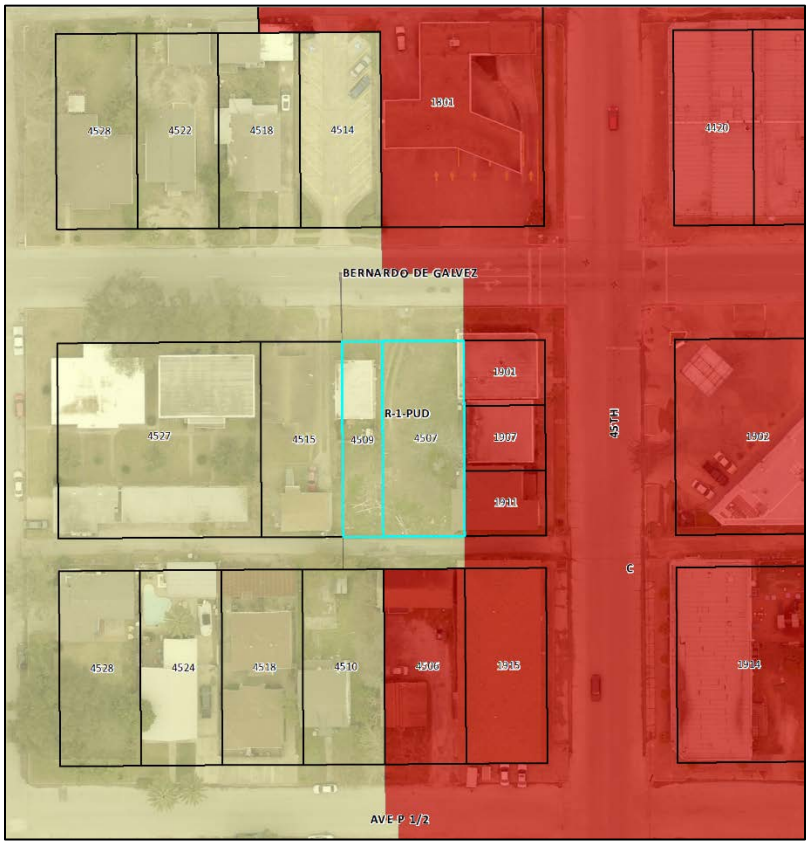
EXHIBITS:
A – Ordinance 15-033
B – Revocation Ordinance

STAFF:
Daniel Lunsford, Planner
(409) 797-3659

City Department Notification Responses:
No comments

Public Notice and Comment:

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



Executive Summary

In 2015, the property owners Robert G. and Dorothy Raines submitted a request to incorporate a Planned Unit Development (PUD) Overlay District to Residential, Single Family (R-1) base zoning district to construct a Multi-Family Residential development. This request was approved by City Council as Ordinance 15-033 on May 28, 2015.

The Land Development Regulations (LDR) define the" Multi-Family Residential" land use as follows:

A building, group of buildings, or portions of a building that contains three (3) or more dwelling units on a single parcel under single ownership. Structural types of multi-family dwellings may include triplexes, multiplexes, and high-rise buildings.

The term does not include "boarding house, dormitory, fraternity, or sorority" uses; "bed and breakfast" establishments; or "commercial lodging".

According to LDR 4.100 the Planned Unit Development (PUD) is a special overlay zone that allows flexibility in development standards that are approved for specific uses on a specific site. Any deviations for the standards established in these regulations must be incorporated into a PUD plan, and an ordinance amending the zoning. According to LDR 4.105 (A), if a building permit for a use approved by Planned Unit Development (PUD) has not been issued within two (2) years of the date of final approval by City Council (May 28, 2017 in this case) , the PUD and all associated plans shall expire unless the PUD specifically states otherwise.

None of the conditions included in Ordinance 15-0333 are completed to date, as listed in Attachment A. These include a failure to replat the two lots together within ninety (90) days of City Council's approval (specific condition 1), and failure to obtain permits to begin work on the project (specific conditions 2 – 5). The PUD is also in violation of LDR 4.105(A) as noted above. Because of this, in August 2020 Development Services staff initiated this request to revoke Ordinance 15-033.

Site Details and Surrounding Zoning Districts and Land Uses

The subject site consists of two adjacent lots located mid-block along Bernardo de Galvez / Avenue P, directly south of the Hometown Bank of Galveston. The property currently holds a single-family detached residence, with the other lot being undeveloped. The subject properties have a Residential, Single Family (R-1) base zoning; generally speaking the properties to the west are also zoned Residential, Single Family (R-1), but the properties to the east are generally zoned Commercial (C).

Criteria for Revoking a Planned Unit Development (PUD)

Per Section 4.105 of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the revocation of a Planned Unit Development request if it is demonstrated that:

1. A building permit for a use approved by Planned Unit Development (PUD) has not been issued within two (2) years of the date of final approval by City Council, the PUD and all associated plans shall expire unless the PUD specifically states otherwise or a state or federal declaration of a natural disaster occurs within such period, then the PUD will automatically be extended for one additional two (2) year period; or

2. If a use approved by Planned Unit Development is discontinued for a period of one (1) year.

Staff Recommendation

Staff recommends approval of case 20P-026 to revoke Ordinance 15-033 regarding a Planned Unit Development at 4507 Bernardo de Galvez / Avenue P due to the following:

- Failure to comply with Land Development Regulations Sec. 4.105 (A); and
- Violation of conditions approved under Ordinance 15-033.

Note that Planning Commission likewise recommended revocation of the PUD at the September 22, 2020 regular meeting.

Respectfully submitted,

Daniel Lunsford — October 22, 2020

Daniel Lunsford, Planner — Date

October 22, 2020

Catherine Gorman, — Date

Assistant Director, HPO, AICP

ORDINANCE NO. 15-033

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT IN A RESIDENTIAL, SINGLE FAMILY-ONE (R-1) BASE ZONING DISTRICT, ON PROPERTY COMMONLY KNOWN AS 4507 – 4509 AVENUE P AND WHICH IS LEGALLY DESCRIBED AS LOTS 8 THROUGH 10, BLOCK 109, DENVER RESURVEY, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; TO DEVELOP FOUR TOWNHOME UNITS; TO APPROVE THE CONCEPT SITE PLAN FOR THE PUD; PLANNING CASE NUMBER 15P-015; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

WHEREAS, the property is owned by Robert and Dorothy Raines. The Applicant, Brax Easterwood, AIA, is requesting that a Planned Unit Development Overlay Zone be created on property commonly known **as 4507 – 4509 Avenue P** and which is legally described as Lots 8 through 10, Block 109, Denver Resurvey, in the City and County of Galveston, Texas; and,

WHEREAS, as further detailed in the Staff Report, attached and incorporated herein as **Exhibit 1** (including exhibits A, B & C), the Applicant wishes to develop four townhome units in a Residential, Single Family-One (R-1) base zoning district. The subject site is comprised of two lots within a Residential, Single Family-One zoning district (R-1), directly abutting a commercial corridor on 45th Street; and,

WHEREAS, the subject site is zoned Residential, Single Family-One (R-1). The intent of this zoning district is to provide for single-family detached dwellings with complimentary civic, recreational, and institutional uses. A multi-family use is not allowed in the Residential, Single Family-One (R-1) zoning district; and,

WHEREAS, the purpose or intent of the PUD is to develop the property with four long-term townhouse rental units. Units are designed to provide housing for small families. Design motives include an urban sensibility, sustainability, and reflection of the coastal environment; and,

WHEREAS, the requested PUD is compatible with surrounding land uses and zoning. The 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, the proposed request is supported by the goals of the 2011 Comprehensive Plan Sections LU-3.3 "Promote Infill Housing throughout the Urban Core", LU-3.7 "Provide Adequate Buffering Between Residential and Commercial Activities", and LU-3.10 "Consider Zoning Changes in Areas Where Development Standards Do Not Match the Existing or Intended Character of the Neighborhood"; and,

WHEREAS, the Planning Commission, at its regular meeting of May 5, 2015, voted unanimously to recommend approval of this request; and,

WHEREAS, Staff recommends that the request be approved with certain specific and standard conditions contained in Section 3 below; and,

WHEREAS, after notice and conducting 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 Residential, Single Family-One (R-1) base zoning district, on property commonly known **as 4507 – 4509 Avenue P** and which is legally described as Lots 8 through 10, Block 109, Denver Resurvey, in the City and County of Galveston, Texas; and,

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 Residential, Single Family-One (R-1) base zoning district, on property commonly known as **4507 – 4509 Avenue P** and legally described as Lots 8 through 10, Block 109, Denver Resurvey, 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 15P-015:

1. The property owners or representative shall replat the two (2) properties into one (1) no more than ninety (90) days after securing City Council approval;
2. Construction must conform to the site plan and design details included with the PUD application and ordinance;
3. The development shall conform to the requirements of Article 9 regarding visual screening for residential uses when adjacent to a non-residential lot, tract, or parcel of land;
4. Adequate lighting for security purposes shall be installed at the properties including lighting in the alley;
5. Construction shall not be higher than the three-story building situated on the southeast corner (45th Street) of the block;

Standard Conditions of a Planned Unit Development (PUD):

6. The Applicant shall adhere to all comments/conditions received from City departments;

7. 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;
8. 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;
9. The proposed project must comply with all signage requirements per Article 5 of the Land Development Regulations;
10. The development shall adhere to all landscaping requirements per Article 9 of the Land Development Regulations; and
11. The Applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

SECTION 4. The concept site plan for the Planned Unit Development as submitted to the Planning Commission and to the City Council as reflected in Applicant's Exhibits A, B & C, attached and incorporated herein for all purposes, is hereby approved subject to the conditions set forth in **Section 3**.

SECTION 5. The Zoning classification for this property shall be changed to Residential, Single Family-One (R-1), PUD overlay and on the zoning maps of the City of Galveston shall be designated as R-1 PUD, subject to the conditions set for in **Section 3**.

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

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

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

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

[EXECUTION PAGE FOLLOWS]

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 the 28th of May, 2015, 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 13th day of January, 2016.

Janelle Williams
Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 20-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, DECLARING A PLANNED UNIT DEVELOPMENT OVERLAY (PUD) IN A RESIDENTIAL, SINGLE FAMILY-ONE (R-1-PUD) BASE ZONING DISTRICT ON PROPERTY COMMONLY KNOWN AS **4507 AND 4509 BERNARDO DE GALVEZ / AVENUE P,** AND WHICH IS LEGALLY DESCRIBED AS M. B. MENARD SURVEY, LOT 8, BLOCK 109, DENVER RESURVEY; AND M.B. MENARD SURVEY, LOTS 9, 10, BLOCK 109, DENVER RESURVEY, IN THE CITY AND COUNTY OF GALVESTON TEXAS AS EXPIRED; REVOKING, TERMINATING, REPEALING OR OTHERWISE CANCELLING ORDINANCE NO. 15-033; PLANNING CASE NUMBER 20P-026; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 28, 2015, the City Council passed Ordinance No. 15-033 granting a PUD overlay to the Owners and Applicants, Robert G. and Dorothy Raines on property commonly known as **4507 and 4509 Bernardo de Galvez / Avenue P,** and which is legally described as M. B. Menard Survey, Lot 8, Block 109, Denver Resurvey; and M.B. Menard Survey, Lots 9, 10, Block 109, Denver Resurvey, in the City and County of Galveston Texas; and,

WHEREAS, the purpose of the PUD was to establish a PUD Overlay District in a Residential, Single Family (R-1) base zoning district to construct a Multi-Family Residential development; and,

WHEREAS, the PUD overlay is a special overlay zone that allows flexibility in development standards that are approved for specific uses on a specific site; and,

WHEREAS, per the Land Development Regulations (LDR's), if a building permit for a use approved by a PUD has not been issued within two (2) years of the date of final approval by the City Council, the PUD and all associated plans shall expire, unless the PUD specifically states otherwise; and,

WHEREAS, City Council approved the PUD on May 28, 2015, changing the Residential, Single Family (R-1) base zoning district to Residential Single Family, Planned Unit Development (R-1-PUD); and,

WHEREAS, the PUD overlay contained several special conditions, as more detailed in the staff report, attached herein as **Exhibit A.** Compliance with the PUD conditions would have had to begin and/or be completed by May 28, 2017. To date none of the approved PUD special conditions have either been initiated or completed; and,

WHEREAS, pursuant to (LDR) 4.105 (A), City Staff requests that the Planned Unit Development overlay on property commonly known as **4507 and 4509 Bernardo de Galvez /**

Avenue P, and which is legally described as M. B. Menard Survey, Lot 8, Block 109, Denver Resurvey; and M.B. Menard Survey, Lots 9, 10, Block 109, Denver Resurvey, in the City and County of Galveston Texas, approved by Ordinance No. 15-033, be declared Expired, and that City Council declare Ordinance No. 15-033 revoked, terminated, void, cancelled or otherwise defunct; and,

WHEREAS, on September 22, 2020, the Planning Commission at its Regular meeting recommended that Ordinance No. 15-033 granting the PUD overlay be declared expired and recommend Ordinance No. 15-033 be revoked or otherwise made defunct; 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 declare the PUD overlay granted by Ordinance No. 15-033, expired and revokes, terminates, cancels, declares void and otherwise makes defunct Ordinance No. 15-033.

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 are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Ordinance No. 15-033, granted a Planned Unit Development overlay on property commonly known as **4507 and 4509 Bernardo de Galvez / Avenue P,** and which is legally described as M. B. Menard Survey, Lot 8, Block 109, Denver Resurvey; and M.B. Menard Survey, Lots 9, 10, Block 109, Denver Resurvey, in the City and County of Galveston Texas. As of **October, 22, 2020,** the Planned Unit Development overlay and the conditions requisite therein have either not been initiated, or completed in the time frame allotted and pursuant to LDR 4.105 is declared to be **Expired**.

SECTION 3. Ordinance No. 15-033 is hereby revoked, terminated, cancelled, declared void and otherwise made defunct and repealed in its entirety. All rights granted by the Planned Unit Development overlay are fully terminated and canceled. The City Manager of the City of Galveston, Texas is hereby authorized and directed to inform the holder of the Planned Unit Development overlay of its cancellation and ensure the activities undertaken pursuant to the Planned Unit Development overlay cease and desist.

SECTION 4. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

SECTION 5. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6. This Ordinance shall be effective immediately upon its adoption by the City Council 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 October 22, 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

City Council
Planning and Development Division
City of Galveston
October 22, 2020

20P-027 STAFF REPORT

ADDRESS:
11279 Stewart Road

LEGAL DESCRIPTION:
Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:
Edward Jackson

PROPERTY OWNER:
Veco V. Delagardie

ZONING DISTRICT:
Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6) and Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6)

REQUEST:
Request for a Specific Use Permit to operate a "Substance Abuse Facility."

APPLICABLE ZONING/LAND USE REGULATIONS:
Articles 2 & 13 – Sections 2.368 & 13.203 (C)

EXHIBITS:
A – Aerial Map
B – Applicant's Submittal
C – Public Comments

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

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
23	7	1	6	0

As of October 14, 2020, returned notices in opposition constitute more than twenty percent of the land area within 200 feet of the subject property. The request will require a supermajority vote to pass.

City Department Notification Responses:
Building Division - This building will be required to be completely brought up to code. This would require complete plan submittal and approval for permitting. This may include floodplain issues.

Executive Summary
The applicant is requesting a Specific Use Permit to operate a "Substance Abuse Facility." The Facility's program will primarily be a 90-day on-site residential treatment for women. It will provide housing, food, and treatment for up to 39 women at a time.

The Land Development Regulations (LDR) define a "Substance Abuse Facility" as follows:

A facility that provides 24-hour residential care or less than 24-hour day care for individuals rehabilitating from drug or alcohol abuse or addiction. The term does not include a "correctional or rehabilitation facility" or halfway houses for prison parolees or juveniles.

Site Details

The subject site is comprised of 3.12 acres on the corner of Stewart and 8 Mile Road. Currently, there is a vacant structure originally constructed as a church.

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Commercial and Residential Single-Family with Height and Density Development Zone, Zone-6 (C-R-1-HDDZ-6)	Vacant Structure
North	Resort/Recreation Family with Height and Density Development Zone, Zone-6 (RES/REC-HDDZ-6)	Residential
South	Residential Single-Family with Height and Density Development Zone, Zone-6 (R-1-HDDZ-6)	Vacant/Residential
East	Residential Single-Family with Height and Density Development Zone, Zone-6 (R-1-HDDZ-6)	Residential
West	Traditional Neighborhood with Height and Density Development Zone, Zone-6 (TN-HDDZ-6)	Vacant

Ability of Property to be used under Current Zoning

According to the Galveston Land Development Regulations, Article 2, Table 2.201, a "Substance Abuse Facility" requires a Specific Use Permit (SUP) in a Commercial zoning district. SUPs are approved by the City Council after recommendation of the Planning Commission.

Please note this request is associated with a request for a change of zoning for the southern portion of the property (20P-028).

Compatibility with Surrounding Land Use and Zoning

Currently, the majority of the property is zoned Commercial (C), which allows for various commercial uses by right. There are limited residential uses in the immediate area and the general vicinity is mostly vacant land. The zoning classification of nearby properties is comprised of Commercial (C), Resort/Recreation (RES/REC), and Traditional Neighborhood (TN).

Impact on the Transportation System

Based on the addition of 39 residents on the property and the employees who will work at the facility, staff finds that there will be a moderate increase in the vehicular traffic in this area. However, due to the isolative nature of this type of use, the facility will not disrupt or negatively influence current traffic conditions in the area.

Parking Requirements

According to the Land Development Regulations, Article 3, Commercial Addendum, the parking requirement is one space per 300 square feet of floor area

in a Commercial (C) zoning district. Provided the change of zoning request associated with this site is approved, the use will comply with the aforementioned parking requirement as shown in Exhibit B.

Criteria for Approval

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

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

<u>"Substance Abuse Facility" Specific Use Limited Standards – LDR, Sec 2.368:</u>

1. **Proof of Permitting**. The applicant shall provide proof of application for any licenses required by the State of Texas at the time of application for limited use approval and shall provide proof of issuance of any required licenses before commencing operations.

   The applicant, per his narrative (Exhibit B), has requested that proof of application required by the State of Texas, is provided before commencing business operation.

2. **Limit on Private Assemblies in UN District**. The use shall not host any private assemblies involving others in need of rehabilitation beyond the residents of the facility.

3. **Occupancy Limit in UN District**. The use shall not provide full-time overnight care for more than eight residents.

4. **Hours of Visitation**. Visits to residents of the facility by non-residents shall not occur between the hours of 10:00 PM and 8:00 AM.
5. **Minimum Distance from Same Use**. The use shall be located at least one-half mile from an existing location of the same use, measured as a radius from property lines of the limited use.
6. **Minimum Distance from Residential Uses in UN district**. The use shall be located at least 200 feet from a residential land use. In R-0, R-1, or R-2 districts, the use shall be 200 feet from a residential use, measured as a radius from property lines of the limited use, unless separated from the district by an arterial street.
7. **Minimum Distance from Certain Locations**. The use shall be located at least 200 feet from a school or public park, measured as a radius from property lines of the limited use.
8. **Corner Location in UN District**. The use shall be located on a corner lot.
9. **Internal Access**. Ingress to and egress from all assigned living areas for residents shall be made through the interior of the building rather than from direct outside entrances to each unit.
10. **Maintain Residential Character**. If operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
11. **Signage**. No signage is permitted.

Planning Commission Recommendation/Conditions of Approval

The Planning Commission at the regular meeting of September 22, 2020, voted unanimously to recommend approval of this request, with the following conditions:

Specific Conditions:

1. Applicant shall provide continuous fencing around perimeter of property, which incorporates landscaping and does not substantially negatively impact the natural environment;
2. Any exterior lighting shall be installed so as to minimize light trespass and reduce overnight lighting between the hours of 10 PM and sunrise;
3. Approval of this Specific Use Permit is subject to the business plan in substantially the same form as submitted per Exhibit B;
4. Applicant shall make available to the City an Emergency Response Plan before issuance of Certificate of Occupancy;
5. Applicant shall provide proof of issuance of any required licenses before commencing operations;
6. Hours of Visitation. Visits to residents of the facility by non-residents shall not occur between the hours of 10:00 PM and 8:00 AM;
7. The use shall be located at least one-half mile from an existing location of the same use, measured as a radius from property lines of the limited use;
8. The use shall be located at least 200 feet from a school or public park, measured as a radius from property lines of the limited use;

9. Ingress to and egress from all assigned living areas for residents shall be made through the interior of the building rather than from direct outside entrances to each unit;
10. No signage is permitted;

Standard Conditions:

11. The applicant shall adhere to all comments/conditions received from City departments and/or private utility companies. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval. Failure to comply with all comments/conditions may result in penalties and/or revocation of this permit;
12. If a building permit for a use approved by Specific Use Permit (SUP) has not been issued within two (2) years of the date of final approval by City Council, the SUP and all associated plans shall expire unless the SUP specifically states otherwise or a state or federal declaration of a natural disaster occurs within such period, then the SUP will automatically be extended for one additional two (2) year period;
13. If a use approved by Specific Use Permit is discontinued for a period of one (1) year, then the SUP and all associated plans shall be deemed to have expired and be of no effect;
14. Any change to the land use layout shall be submitted to the Development Services Department for possible review by Planning Commission and City Council;
15. The applicant submit for approval all plans to the Development Services Department for compliance with all City Codes and Standards; and
16. The applicant must comply with all requirements of the Land Development Regulations.

Respectfully Submitted,

_____ 10/14/2020

Adriel Montalvan
Senior Projects Manager

Date

Exhibit A

Sweetwater Lake
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STEWART
RAVENNA
CAPRI
CATANIA
STELLA MARE
11210
AMALFI
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11279
8 MILE
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11201
11216
3600
3602
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11212
11202
GAFFTOPPERS
11201
3621
SAN LUIS PASS
11202
11204
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BEARD
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This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.

Map prepared by the City of Galveston Development Services Department (Montalvanaev) 4/10/2020

Legend

Parcels

5 0 5 Miles

Exhibit B

Tim Tietjens, Director
City of Galveston Department of Development Services

Cate Black, Chairperson
City of Galveston Planning Commission

RE: Serenity Isle, 11279 Stewart Road
Includes: Specific Use Permit – Site Plan approval information: Description of proposed use

Dear Mr. Tietjens,

Please accept this letter as a brief description of the proposed use for the property on the West end of Galveston for the project located at 11279 Stewart Road. A much more detailed description is included in the business plan.

Serenity Isle of Galveston will be a 39 bed residential drug and alcohol rehabilitation facility for women. It will provide housing, food, and treatment for up to 39 women at a time. The program will primarily be a 90 day on site residential treatment. Processes, treatment activities, and floor layout are detailed in the attached business plan. The facility will include a mix of one and two bedroom units, with separate areas for showers, sinks, and toilets. There will be a large food preparation and serving area, as well as a dining area. There are also areas for individual therapy sessions, group therapy sessions, and expressive therapies. Treatment will be provided by state licensed counselors. The entire property will be fenced and secure. Residents will only be allowed off-site access under supervision of one or more staff members. Visitation of residents will be limited to Friday evening and Saturday afternoon, and limited to immediate family members.

Sincerely,

Edward Jackson, President, Serenity Isle of Galveston, LLC.

Serenity Isle of Galveston LLC

BUSINESS PLAN

August 2020

CONFIDENTIAL

No offering is made or intended by this document. Any offering of interests in Serenity Isle of Galveston LLC. will be made only in compliance with Federal and State securities laws.

This document includes confidential and proprietary information of and regarding Serenity Isle of Galveston, LLC. This document is provided for informational purposes only. You may not use this document except for informational purposes, and you may not reproduce this document in whole or in part, or divulge any of its contents without the prior written consent of Serenity Isle of Galveston, LLC.. By accepting this document, you agree to be bound by these restrictions and limitations.

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INTRODUCTION

Drug and alcohol addiction are terrible things that are destroying the lives of millions of people. This is an opportunity for you to make money and make a difference in the lives of many deserving people who are reaching out to try and put their lives back together. A total of 37,370 people were admitted to state-funded substance abuse treatment programs in Texas in 2015. More than 49,000 people received treatment for substance use disorders in state-funded substance abuse treatment programs in Texas in 2017. That is more than a 30% increase in just 2 years. Thousands more paid for their own programs, through health insurance, loans, out of pocket or employer assisted programs. There is currently a waiting list for people to enter a residence program for substance abuse treatment in Texas. The wait for a state funded program is generally 6-8 weeks but sometimes can be for as long as 12 weeks. The state of Texas pays $3,000 per person (for those in financial need) for a 30 day inpatient program, and will continue paying for supportive residential treatment for up to 90 days. Private programs which are not paid by the state generally charge between $15,000 and $50,000 per 30 days. We intend to enter the market by offering a 90 day treatment program for $19,500. This represents a very attractive business opportunity. We invite you to benefit from this market as well.

We are proposing a 39 bed state of the art rehabilitation facility. Serenity Isle of Galveston LLC will be the premier drug and alcohol inpatient rehab facility in the greater Houston metro area, conveniently located on Galveston Island.

We feel that equity investors could be looking at a 300% return on investment over a 5 year period, with an additional 100% annual return thereafter.

A number of important factors will contribute to the success of this venture. The focus of the treatment program, the quality of staff, the size & scope of the market, the comfort and location of the facility, the ratio of clients to staff, the ongoing follow up program, and the long-term results, among others.

Let me summarize each of these reasons before getting into detail.

Why we will be successful

We offer a unique program in a luxurious setting. It represents a significant alternative to the traditional 12 step approach, and, by offering private bedrooms, it is a major improvement over the bunk bed style, group housing, typical to most rehab facilities. Combine this with our well landscaped serene setting, within walking distance to the Gulf of Mexico, and you have a market niche no one else offers.

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Unique approach

We have designed a comprehensive substance abuse treatment program using evidence-based treatment models that focus on treating and rehabilitating the mind, body and spirit. We provide an intensive-level Recovery Retreat which will engage guests in the *re-imagining recovery process* directed by a full time Licensed Chemical Dependency Counselor. Mr. Sims has developed and refined this approach over the past five years while researching and working directly with clients. Its purpose is to assist people with substance abuse and other addictive behaviors "re-imagine" their entire life. It is a holistic model that addresses life-span development from a spiritual perspective. Unlike 12-Step programs and methods, we do not believe that a person should be relegated to the status of "alcoholic" or "addict" for life. The focus for the guest is doing the "self" work and imagining the life they want for themselves outside of their addiction. Instilling a sense of hope by helping the guest create a vision for themselves is the key to success.

Our program is a holistic model that addresses life-span development from a spiritual perspective. It is a 3 stage program. Stage one is a 30 day Intensive Program. This includes a 1-Hour DAILY individual session with an LCDC, along with Cranial Electrotherapy Stimulation, and lots of reading and coursework including daily assignments.

Stage two is the 60 day Supportive Program. This stage will include a continuation of the intensive program through a one hour individual session once a week plus introduction of a group meeting once a day (M-F) for 1.5 hours. The group meetings will focus on bonding, relationship-building strategies, coping skills, and directly influence the change of negative behaviors into positive outcomes. The program includes Emotional Integration Training, Access Breathwork Sessions, Mindfulness Based Relapse Prevention sessions, as well as expressive sessions (art, cooking, Qigong / Tai Chi, yoga, massage therapy, and more). In addition, the facility offers a faith-based track, which incorporates Christian-based principles and Bible study sessions into overall programming.

Stage three is the Long-term help. After graduating, the guests are invited to become a member of our online community for life-time support. This will be a weekly online Accountability & Commitment Group (A/C Group). Sessions include Recovery by Choice, and "how was your week?". Discussion centers on current life issues, and on plans for meeting challenges in the days ahead. Unlike going to 12-Step meetings to talk about addiction and "not using," this focuses on the members sharing with each other how they are doing in implementing the life they envisioned during the retreat. A standard set of questions will be addressed each week and members can give and receive feedback and encouragement from their experience. The material will include what they did the previous week, how they engaged their spiritual lives, and what they experienced. Then goals will be set for the coming week. We believe having accountability to the group and the commitment required to maintain their vision will prove to be invaluable for members. Clients are able to interact with counselors and peers. Individual, on-site, counseling sessions are available as well.

Experienced management team

Our founder, Edward Jackson, earned a Bachelor of Arts (with a triple major) from North Central College, has over 25 years experience at the executive management level, has served on the Board of Directors of 5 different companies, and is motivated to make this successful. Our clinical Director is Dean Alan Sims, MAR, LCDC. He has earned a Basic Chemical Dependency Counselor Certificate from Lone Star College, a Bachelor of Arts from University of Texas at Austin, and a Master of Arts in Religion from University of Dubuque Theological Seminary, and numerous training programs in human services and behavioral health (see details in later section). He has extensive experience not only in human services / behavioral health, but also in marketing and business.

Priced well below the competition

At $19,500 for a 90 day program, we are one of the least expensive private residential rehab centers. Most private centers charge $20,000 to $30,000 for just the first 30 days. Offering a first class program for less than half the price is certain to attract more people.

Aggressive marketing plan

In addition to extensive internet marketing, we will have an intense direct mail campaign: letters and brochures will be sent to Licensed Professional Counselors (LPC's) and Counseling Associations, state placement agencies and other agencies such as the Outreach, Screening, Assessment, and Referral (OSAR) Centers funded by the Texas Department of Health and Human Services. At the OSAR Centers (there are 14 facilities in the 11 regional centers in TX), licensed counselors provide *free* screenings and referrals to detox services, in-patient and outpatient treatment facilities, and other recovery options for anyone struggling with alcoholism, drug abuse, other addictions, or co-occurring mental health disorders. Other candidates for direct mail would be county judges, district attorneys, Child Protective Services, County Probation Departments, County Parole departments, Employee Assistance Programs, Trade Unions, and other agencies or people that refer clients to rehab facilities. These letters and brochures will be followed up with phone calls and/or direct personal contact.

Facility, location, and amenities

Unlike most residential treatment centers, our facility offers private bedrooms for all of its intensive care clients and 2 people per room for its supportive care clients. Most Texas rehabilitation centers house 4 or more people per room. We are located on 3-1/4 acres of land, in a quiet neighborhood, and only a few blocks from the beach on the Gulf of Mexico. We serve restaurant quality meals, with beverages available throughout the day. Classes in art, yoga, cooking, parenting skills, and Qigong / Tai Chi Instruction and Exercise daily are offered.

Galveston Island is a resort community and serves as the getaway location for the Houston metropolitan area. It has white sand beaches, a mild, tropical climate, warm, Gulf waters, and plenty of attractions. It is a short drive to Houston and its international airports. This will serve to attract people from all over the country. The proximity to and size of the Houston metropolitan area contribute to the strength of this location as well.
People who can afford to choose their rehab site often want a place where they can get away from their current environment, relax, and concentrate on the business of getting well. Quiet walks on the beach encourage a feeling of well being, serenity, and relaxation, all of which are an important part of the healing process. In addition, Galveston and Houston have major drug and alcohol problems.

Client to staff Ratio

We will have the best client to staff ratio of any facility in Texas. Our core 30 day intensive program has 1 LCDC for every 4 clients. When you include a full-time nurse, on call physician, recovery coaches, cook, CEO, executive assistant, trainers for Tai Chi / Qigong and other activities, you maintain a high ratio even in the 60 day supportive care stage of the program.

Size & Scope of the market

The sheer size of the market will contribute to our success. In 2001, nearly 6 million people in the United States made the decision to enter rehab. Nearly 20 million Americans struggled with a substance use disorder from alcohol or illicit drugs in 2017. Over 780,000 people in Houston had a substance abuse problem in 2008, according to the Houston/Harris County Office of Drug Policy. More than 49,000 people received treatment for substance use disorders in Texas in 2017, including more than 11,500 for alcohol use, 10,700 for methamphetamines, and 11,200 for heroin or prescription opioids. In Texas alone, the cost associated with drug and alcohol abuse was $26 billion in 2004 and 37% of the state's budget was spent on addressing alcohol and drug abuse related problems.

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EXECUTIVE SUMMARY

THE COMPANY

Serenity Isle of Galveston Recovery Center, LLC is a privately held Texas Limited Liability Corporation, founded by an experienced entrepreneur with a history of running multimillion dollar companies. It is a start-up company, scheduled to commence operations upon receipt of funding. The company has designed a business model that will cause it to penetrate the market more thoroughly than most other rehabilitation centers in the Houston area.

MARKET NICHE

We offer a unique program in a luxurious setting. It represents a significant alternative to the traditional 12 step approach, and, by offering private bedrooms, it is a major improvement over the bunk bed style, group housing, typical to most rehab facilities. Combine this with our well landscaped serene setting, within walking distance to the Gulf of Mexico, and you have a market niche no one else offers.

SAMHSA (Substance Abuse and Mental Health Services Administration) defines *Recovery* as *a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.*

By providing an intensive-level Recovery Retreat which will engage guests in the *re-imagining recovery process,* we assist people with substance abuse and other addictive behaviors to "re-imagine" their entire life

Further, by pricing our treatment program at $18,000 for 90 days, we are very price competitive. At this price point, we are at the more affordable level of programs offering services that those who can afford to pay for themselves would consider using and also at a level to qualify for most insurance plans that include in-residence programs.

FINANCIAL OVERVIEW

Since this is a start-up venture, some time will be required to promote the site and acquaint people with its availability. First year revenue should be greatly exceeded in subsequent years. Revenue projections for year 1 are over $600,000 and could reach $750,000. Year 2 should exceed $1.5 million and year 3 could see $2 million or more. Cash flow will probably be negative for the first four months, but that will change substantially thereafter. Profit before taxes and depreciation should be $500,000 in year 2, ramping up to $1,500,000 in year 5. See projected P&L spreadsheets for details. The entire investment could be recouped in 5 years or less.

REQUESTED FUNDING

We are seeking $2,500,000 in total funding. This could be in the form of an equity investment (preferred stock), a secured loan (convertible to stock if desired), an equity investment coupled with an SBA loan, or any combination thereof. My current thinking on this would be a $400,000 equity investment (for 25% of the stock) plus an SBA loan for the balance, or a $2.5 million loan at 8% interest plus 15% equity in the company.

While marketing and operational infrastructure has been developed, we currently require funds to purchase and renovate the real estate, hire necessary staff, and purchase equipment and furnishings in order to execute on this plan.

USE OF FUNDS

Funds would be used as follows:

- purchase of the building and land;
- Renovations to the building, including interior construction, repairs and maintenance to exterior & interior of building.
- New furnishings throughout, including bedding and furniture & kitchen appliances.
- Hiring of primary staff
- To supplement first year operating expenses.

A detailed breakdown is included later.

MANAGEMENT TEAM and Staff

The founder and executive director is **Edward Jackson**. He is an experienced entrepreneur with over 25 years experience managing multimillion dollar operations. He has served on the Board of Directors of 5 different companies. In 1982, he started one of the first software production companies in the United States. He built it from a one man company operating out of his home into a $5 million company operating in a 50,000 square foot building, all without the benefit of any outside capital. After spending more than 20 years in the software business, he became general manager for a movie theater company, where he gained additional experience dealing with the general public and the entertainment industry. He also gained experience in event management.

During his career, he has had complete P&L responsibility, handled payroll, human resources, accounting, public relations, sales & marketing, training, hiring & firing and purchasing. He has interacted with corporate executives and the general public. He has created advertising campaigns, developed corporate brochures, written ad copy and worked trade shows. He excels at public relations, sales, and all types of public interaction. He is computer literate and has used many types of software including Microsoft Office (Word, Excel, Outlook,); Adobe

Photoshop, Illustrator, Acrobat and PageMaker; Intuit's QuickBooks Pro; ACT contact software, and many others. Multi-tasking is his norm.

Some of the jobs he has held include: Director of Sales (Camping Ranches of Illinois), Director of Operations (Automated Simulations, Inc.), President (Mossland Technology), C.E.O. (CERMOSS, INC.), and General Manager (Platinum Theatres, Inc.). He served on the Board of Directors for all of these except Platinum Theatres, plus Paperback Software Inc.. He was named to Who's Who (West Coast Business Executives), inducted into the NCC Athletic Hall of Fame (inaugural class), was class representative in the Alumni fund drive for his college, and is a past member of the Software Manufacturers Association, the Jaycees (where he served as a Director), TEC (The Executive Committee), the Gilroy Chamber of Commerce, the Morgan Hill Chamber of Commerce, and the Galveston Chamber of Commerce.

He studied pre-law at North Central College, and graduated from there with a triple major in Business Administration, Political Science, and Education. He was a two time All-American, and a National Champion. He was active in 10 different organizations and committees, including serving as an officer, chairman, team captain, or board member 20 times. He accomplished all this while maintaining a 3.0 grade average. In addition to All-American honors, he was given many other honors and awards, including selection to Who's Who (Outstanding College Athletes of America), North Central College Athlete of the Year, and 4 times named college wrestler of the year.

Dean Sims, MAR, LCDC, will serve as clinical director. He holds Texas Department of State Health Services License #13687. All certifications required by DSHS are current. Mr. Sims has been working in the health services field since 2011. He has a Master of Arts in Religion with a Concentration in Spirituality from the University of Dubuque Theological Seminary in Iowa and a Bachelor of Arts from the University of Texas at Austin. He completed his Licensed Chemical Dependency Counseling Certificate at Lone Star College -Montgomery in 2014. He has also completed numerous training programs in human services and behavioral health, including at NVC Academy (Non violent communication), Fort Bend County Dispute Resolution Center, and A.A. White Dispute Resolution Institute. He has worked at the Cheyenne Center DSHS Intensive Residential Treatment Program in Houston, Texas and at Pathway to Recovery Intensive Residential Treatment Program in La Marque, Texas with Court Ordered, DSHS-funded, Self-Pay, and Insurance clients. He has also worked as a residential supervisor for Northeast Texas Treatment Center. He understands the gamut of clients and their differing needs.
He has extensive experience not only in human services / behavioral health, but also in marketing and business. He served as Marketing Coordinator at Skillings Connolly, Inc. for 5 years, and Lead Generation Manager at HCSS for 7 years. He also was a teacher and coach at Harlingen High School.

Other staff members that will fill the roles of executive assistant, recovery coach, receptionist, and bookkeeper include Tisha Burchfield and Alexis Alegria.

We will not be fully staffing the facility until after we get funding and gain sufficient clients. When fully staffed, we will have the following positions: CEO/Executive Director, on-call Physician, Clinical Director, a minister, 1 Registered Nurse, 2 LPN, 4 Certified addiction drug & alcohol counselors, 2 Residential supervisors/recovery coaches, 1 nutritionist/Dietician, 1 Biofeedback technician, 1 executive assistant, 1 cook, 1 receptionist/bookkeeper, 1 Human Resource director, 1 public relations specialist, 1 massage therapist, numerous part time staff/teachers/trainers, and 1 housekeeper.

Client to staff Ratio

We will have the best client to staff ratio of any facility in Texas. Our core 30 day intensive program has 1 LCDC for every 4 clients. When you include a full-time nurse, on call physician, recovery coaches, cook, CEO, executive assistant, trainers for Tai Chi / Qigong and other activities, you maintain an even higher ratio in the 60 day supportive stage of the program. In fact, at the mid-point of year 2, when you have 19 resident clients, the ratio of staff to clients is better than 1:2, with 9 full time staff, plus an on-call physician, and several part-time trainers.

Most facilities offer 1:5 at best, and brag about that.

MARKET ANALYSIS

Size & Scope of the market

The sheer size of the market will contribute to our success. In 2001, nearly 6 million people in the United States made the decision to enter rehab. Just under 20 million Americans struggled with a substance use disorder from alcohol or illicit drugs in 2017. Over 780,000 people in Houston had a substance abuse problem in 2008, according to the Houston/Harris County Office of Drug Policy. More than 49,000 people received treatment for substance use disorders in Texas in 2017, including more than 11,500 for alcohol use, 10,700 for methamphetamines, and 11,200 for heroin or prescription opioids. In Texas alone, the cost associated with drug and alcohol abuse was $26 billion in 2004 and 37% of the state's budget was spent on addressing alcohol and drug abuse related problems.

Amy Granberry, CEO of Charlie's Place Recovery Center in Corpus Christi, which serves mostly people in south Texas, said that at her facility the wait for one of the 60 beds set aside for people receiving state funding is generally between six to eight weeks, sometimes stretching up to 12.

The Industry

Serenity Isle of Galveston will be operating in an established and growing industry. Competitors are other intensive residential treatment centers. Serenity Isle of Galveston is located in a nice neighborhood, with well-maintained facilities and amenities at a fraction of the cost of equivalent accommodations of other facilities and NO OTHER PROGRAM OFFERS ONE HOUR OF INDIVIDUAL COUNSELING DAILY. Serenity Isle of Galveston also has considerably more internal marketing resources than the average competitor.

Competition

There are a number of intensive residential treatment centers in the Greater Houston Area. Facilities include:

● Memorial Hermann Prevention and Recovery Center (The PaRC)
●The Right Step
●Great Oaks Recovery
●Kemah Palms
●Serenity Light Recovery
●Bay Area Recovery
●La Hacienda

Serenity Isle of Galveston has the unique benefit of offering INDIVIDUALIZED instructional materials based on the client's needs and ONE HOUR OF INDIVIDUAL COUNSELING DAILY it is also a 12-Step Alternative!

Competitive Comparison

Why would individuals choose Serenity Isle of Galveston?
Several competitive advantages, including:

●LCDC Onsite Retreat Guide
●1-Hour DAILY individual session with LCDC
●12-Step Alternative
●Single Room Accommodations
●FREE Tablet loaded with all materials
●Nutritious Home Cooked Daily Meals to support neurological healing
●Vipassana Meditation Training - and daily sittings
●Access Breathwork Sessions weekly
●Float Tent
●Qigong / Tai Chi Instruction and Exercise daily
●Cranial Electrotherapy Stimulation Device provided for Anxiety, Depression, Insomnia, and Stress
●Access to sessions with trauma therapist
●TIME to read individualized assignments, take and review courses and view materials by leading authorities on: Emotions - Karla McLaren, Spirituality - Anthony de Mello, Development - Daniel Siegel, Trauma -Peter Levine, Brain & Addiction - Gabor Maté & Michael Dowd, Inner Bonding - Margaret Paul
●TIME to Identify Core Recovery Issues AND process experiences at an integrative *emotional / spiritual level*
● Aftercare Follow-up Services included
●Family Seminar included

● Accountability& Commitment Group for graduates to join for continued community support
●Multiple Treatment Modalities to fit the individual
●First Class facility in Nice Neighborhood *at a fraction of the cost*
●Financing through Third Party Lenders: www.prosperhealthcare.com and mytreatmentlender.com

Pricing
At a rate of $300 per day, which is $9,000 for the 30 day intensive program; and $200 per day for the 60 day supportive residential treatment; our pricing comes to $21,000 for a 90 day program, which we will discount to $19,500 with prepaid commitment to the entire 90 day program. We will also offer Individual Aftercare Counseling Sessions at $125 / hour. While individual clients can choose to do any of the programs individually, the plan is based on everyone choosing the full 90 program plus ongoing after-care.
SERENITY ISLE OF GALVESTON will be the most affordable program of its kind in the United States today.
Our pricing structure is such that 30 days of intensive residential treatment at our facility is likely LESS THAN the deductible / co-pay / out-of-pocket expense that would be incurred in many of our competitor's facilities which could not even begin to give the client the INDIVDUAL attention and direction that they will receive in a PRIVATE ROOM with a 12-Step Alternative Program offering multiple treatment modalities which simply are not available ANYWHERE ELSE!

Our unique treatment program

Our unique treatment program is a primary reason people would choose us and a primary reason we will be successful.
We provide a comprehensive program that helps individuals get their lives back on the road to health and happiness. Our team of experienced and highly qualified substance abuse experts and clinicians understand that each client's path to recovery is unique. We will tailor an integrated recovery plan to simultaneously address not just an individual's immediate addictions, but any underlying co-occurring behavioral issues as well. We have designed a comprehensive substance abuse treatment program using evidence-based treatment models that focus on treating and rehabilitating the mind, body and spirit.
Our goal is to create an integrated holistic approach that is extensive and life-changing. We strive to give each individual client the best opportunities for long-term recovery and a sober, healthy life by working at both the emotional level to uncover the core issues causing the addiction, and also at the practical level to create coping skills and a clear life plan. Our commitment to excellence is evidenced by our treatment program, which is unique in the field. Our clinical director, through hands on experience, has created a program which he has found to be very effective. He works together with the patient to develop an individualized treatment plan that helps the patient achieve their goals. Additionally, therapeutic processes integrated into a holistic approach for a personalized recovery treatment program include physical fitness, yoga, Tai Chi / Qigong, nutrition, music, art, and cooking therapies, and other activities. The facility offers a faith-based track, which incorporates Christian-based principles and Bible study sessions into overall programming.

SERENITY ISLE OF GALVESTON will support individual clients by providing an intensive-level Recovery Retreat which will engage guests in the *re-imagining recovery process* directed by a full time Licensed Chemical Dependency Counselor.
What will this process of *Re-Imagining Recovery* look like? Mr. Sims has developed and refined this approach over the past five years while researching and working directly with clients. Its purpose is to assist people with substance abuse and other addictive behaviors "re-imagine" their entire life. It is a holistic model that addresses life-span development from a spiritual perspective. Unlike 12-Step programs and methods, we do not believe that a person should be relegated to the status of "alcoholic" or "addict" for life.

Similar to SMART Recovery's cognitive behavioral approach in many respects, except with an overtly spiritual focus, we believe the individual has the ability to make choices for themselves and dispute irrational thoughts and beliefs.

Given that "re-frame," we believe that such a world-view will appeal to a sizable portion of the population – especially to persons who have had an issue with 12-Step approaches**. Our focus will be to provide affordable residential services to persons with addiction disorders.** Guests will be empowered to re-imagine their lives using our psycho-spiritual education and holistic living training.

The intensive program will consist of a 30-day retreat. There will be one guide for every four people. Guests will meet with their guide for one hour each day to discuss the previous day's homework and be given an assignment for the following day. Reading materials will be limited to homework assignments. Individuals will be in private rooms with shared bathroom facilities. Simple meals will be provided that emphasize good nutrition. The focus for the guest is doing the "self" work and imagining the life they want for themselves outside of their addiction. Instilling a sense of hope by helping the guest create a vision for themselves is the key to success.
The supportive treatment will include a continuation of the intensive program through a one hour individual session once a week plus introduction of a group meeting once a day (M-F) for 1.5 hours. Group therapy reinforces the notion that patients are not alone in their addiction. Group sessions allow patients to discover forgiveness of others - as well as themselves. The group meetings will focus on bonding, relationship-building strategies, coping skills, and directly influence the change of negative behaviors into positive outcomes. In addition, the facility offers a faith-based track, which incorporates Christian-based principles and Bible study sessions into overall programming. At this time, if the client has not already gotten involved with them, clients are encouraged to participate in available activities including physical fitness, yoga, Tai Chi / Qigong, nutrition, music, art, and cooking therapies.
Emotional Integration Training is a key part of our supportive program and is designed to teach clients how to manage their emotions in a skillful way. Everyone's last relapse was emotional, and everyone's next relapse will be emotional. Having an emotional self-awareness is a key to long-term recovery. The process emphasizes getting the client out of their head and into their body. This method is an effective somatic approach to addressing trauma. ACES (Adverse Childhood Experiences) have a dose response effect and predict substance use disorder in later life. Emotional Integration Training gives the client the tools to address the cause of their addiction rather than just treat the effects of "I don't want to drink or use today".

By addressing their Core Recovery Issues and the associated emotions at a somatic level they are able to get off the treadmill of trying to stay sober "just for today" and focus instead on what will "touches, moves, and inspires". What is their passion? What vision do they have for themselves? Emotional Integration Training effectively teaches the client to "unwind" their experience and re-parent themselves. This is a viable method that becomes a resource for lasting change.

Mindfulness Based Relapse Prevention (MBRP) is another key part of our supportive program. The intention of the program is to offer practices cultivating mindful awareness to individuals suffering from the addictive trappings and tendencies of the mind. MBRP practices are intended to foster increased awareness of triggers, destructive habitual patterns, and "automatic" reactions that seem to control many of our lives. The mindfulness practices in MBRP are designed to help us pause, observe present experience, and bring awareness to the range of choices before each of us in every moment. We learn to respond in ways that serve us, rather than react in ways that are detrimental to our health and happiness. Ultimately, we are working towards freedom from deeply ingrained and often catastrophic habits.

Similar to Mindfulness-Based Cognitive Therapy for depression, MBRP is designed as an aftercare program integrating mindfulness practices and principles with cognitive-behavioral relapse prevention skills. MBRP is best suited to individuals who have undergone initial treatment and wish to maintain their treatment gains and develop a lifestyle that supports their well-being and recovery.

After graduating, the guests are invited to become a member of our online community for life-time support. Unlike going to 12-Step meetings to talk about addiction and "not using," this will be a weekly online Accountability & Commitment Group (A/C Group) where the members share with each other how they are doing in implementing the life they envisioned during the retreat. The common material covered over the 30 days plus the group meetings in the subsequent 60 days will give the members a natural bond. A standard set of questions will be addressed each week and members can give and receive feedback and encouragement from their experience. The material will include what they did the previous week, how they engaged their spiritual lives, and what they experienced. Then goals will be set for the coming week. We believe having accountability to the group and the commitment required to maintain their vision will prove to be invaluable for members.

Understanding the impact that addiction can have on the family unit, services to family members will also be provided at this facility with a one day Saturday workshop as well as self-study curriculum for family members. The content of the retreat and the methodology would be of value to anyone, not just persons in addiction.

Our services are easily scalable with only a limited full time staff being required to operate efficiently. An executive administrator will run day to day operations, take enrollments, and answer questions. Marketing will be outsourced on a per project basis to freelance marketers known to Mr. Sims from his 10 years in marketing. As we add additional clients we will scale up the staff. This will include a cook/housekeeper, a registered nurse, an on-call doctor, additional licensed chemical dependency counselors, and recovery coaches.

There are numerous methods and programs to treat substance abuse and addictive behaviors. One size doesn't fit all. By offering a unique and affordable alternative that includes cognitive behavioral therapy and choice theory with a spiritual foundation we will provide an opportunity for people with addictive behaviors to truly re-imagine their lives. The ripple effect to the family and the community at large can be transformative.

The cost of addiction on families can be devastating in its own right, both financially and emotionally. We don't believe that profiting from people who are in the place of greatest need in their lives is ethical or moral.

Expressive Therapies

When it comes to healing from addiction, artistic therapies allow patients to express themselves in a unique manner. We offer expressive options for clients including art, cooking, music, nutrition physical fitness, yoga, and Tai Chi / Qigong sessions. Another form of expressive therapy that we offer is through the use of a float tent. This is like a sensory deprivation tank. These outlets help clients learn how to manage their behaviors and feelings, reduce stress, and improve self-esteem and awareness.

Adventure Therapy

Utilizing various techniques, our adventure therapy program incorporates problem-solving initiatives, trust-building activities, as well as team and individual-oriented development.

Biofeedback & Neuro-feedback Therapy, and Cranial Electrotherapy Stimulation

Biofeedback is a form of therapy helping recovering addicts gain control over their mind and body during treatment. During biofeedback, electronic sensors are placed on the patient's skin. These sensors are wired to a special medical device that gives medical professionals "feedback" on the patient's "bio" signs.

Cranial Electrotherapy Stimulation is like electronic meditation. It provides a slight energy boost to the central nervous system, which helps the brain do its many jobs a little better. It has been approved by the Food & Drug Administration to treat anxiety, insomnia, and depression. It helps you process pain and your feelings at an unconscious level.

Access Breathwork Sessions

Emotional healing through access breathwork. The experience evolves on a platform of specially choreographed music to support your breathing which is designed to launch you on a psycho-spiritual journey of inspiration exploration and integration. You will learn a circular as well as a stacked breathing technique that will change your physiology and put you in an altered state very quickly.

Offering this broad a range of therapies puts us on a competitive basis with the most expensive resident programs in the country and levels above most of the locally available programs.

THE MARKET PLAN

The plan is to engage in relationship marketing as well as traditional advertising to create brand awareness, referrals, and direct inquiries. **Internet Marketing & search engine optimization** will be very important tools in this regard. Direct mail and word of mouth referrals will be the other primary marketing sources.

Website: A good website is critical. In many cases, it will be the first contact people have with Serenity Isle of Galveston. Among other things, it should highlight the treatment approach, staffing levels, costs and funding options, and contain photographs of the grounds and private bedrooms. Google AdWords will be critical in setting up the website and related promotional activities. The services of an experienced design company like AriPro Designs will be needed.

Internet marketing will include advertising on the treatment center/recovery websites (the Fix, rehabs.com and rehabreviews.com are examples). They will do a profile of the facility/program for a relatively small fee. The other marketing is with My Treatment Lender. Once you become one of their approved facilities they will list you. This is a big deal.

Direct Mail: Mail letters and brochures to Licensed Professional Counselors (LPC's) and Counseling Associations, state placement agencies and other **agencies** such as the **Outreach, Screening, Assessment, and Referral (OSAR) Centers** funded by the Texas Department of Health and Human Services. At the OSAR Centers (there are 14 facilities in the 11 regional centers in TX), licensed counselors provide *free* screenings and referrals to detox services, in-patient and outpatient treatment facilities, and other recovery options for anyone struggling with alcoholism, drug abuse, other addictions, or co-occurring mental health disorders. Other candidates for direct mail would be county judges, district attorneys, Child Protective Services, County Probation Departments, County Parole departments, Employee Assistance Programs, Unions, and other agencies or people that refer clients to rehab facilities. These letters and brochures will be followed up with phone calls and/or direct personal contact. Employee Assistance Programs often don't want to use insurance to pay for rehab because it follows you around for life. For example, there is a question on the License to Carry a handgun application about drug treatment. Then for other insurance and just something no one really wants on their record. I understand the EAPs want specific amenities (the private room is a big one – food quality is another and then location – near the beach should satisfy them) and treatment options (ours should suffice). They pay a flat negotiated rate for their employees. All the refineries in Texas City and up and down the coast would be potential customers. Clients from the plants are always waiting long enough to pass a hair follicle test to get back in. Any of the Unions might be potential customers as well if they provide members with assistance for substance abuse treatment. Alcohol would likely be the primary push here, as drugs are so frowned on.

Referrals
Market through past clients of Mr. Sims: Mr. Sims has an impeccable reputation and his former clients attest to that. When they find out he is implementing his program full time, they will be a good source for referrals.

Printed Materials: Flyers & business cards will need to be designed and printed to hand out to interested parties. Continuity is vital. All advertising materials (flyers, business cards, letterhead, web site, etc.) should contain a picture of the building exterior, the name Serenity Isle of Galveston, the street address, phone number, email address, and web address.

Miscellaneous: Send out press releases to Houston area newspapers, radio stations, cable TV stations, colleges, and local magazines. Include a photo of the building exterior and grounds.

FEASIBILITY

Currently there is a waiting list of people attempting to get treatment at most residence facilities. There are literally millions of people who enter rehab facilities annually.

Our plan is based on adding 1 new client per week beginning with month 5 in year 1. In year 2 we look to add 6 clients per month, 8 per month in year three, 10 per month in year four, and 12 per month in year five. That is only 32 clients in year one, 78 new clients in year two, 104 new clients in year three, 130 new clients in year 4, and 156 new clients in year five. When you consider the millions of people annually who enter treatment facilities, these are indeed minuscule numbers. Profitability will be achieved with the first 4 fully paid clients and increases with each additional client. Additional staffing and other expenses are only added as actual client numbers warrant.

If we treat the entire $2.5 million start-up cost as a loan at 8% annual interest, then first year operating costs would be about $700,000 and profitability would be achieved in month 5. Year two pre-tax profits are projected at $500,000; year three at $750,000; year four at almost $1.2 million and year five at $1.5 million. The full $2.5 million could be repaid out of cash flow at the end of year four. The property value alone, once improvements are completed, would be at least 80% of the investment, and could well equal the entire investment. An additional option would be to sell the company for a significant profit at the end of year five.

In a worst case scenario, if years 3-5 only continue at the year 2 projections, cash flow at the end of year 5 would give us a cash balance of $2.5 million dollars which could be used to repay the initial investment. Alternatively, a mortgage could be obtained and the repayment could come out of a combination of cash on hand and mortgage proceeds.

The best scenario would be to use the $400,000 equity investment plus SBA loan model. Operational expenses in year one are reduced by about $100,000 profitability is up $100,000 and cash flow is increased as well. In years two through five, profitability is up $90,000 to $100,000 per year, operational expenses are lower, and cash on hand at the end of year five is increased by $1,800,000. Please see charts in appendix.

USE OF FUNDS

DESCRIPTION		
Purchase Stewart Road Building & land	**$ 800,000**	
Improvements to building & landscaping	**$ 1,150,000**	
Plumbing, electrical, painting, upstairs build-out, fire alarm and sprinkler system, central air & heat, commercial kitchen, instant hot water heaters, landscaping, fencing, paving, lighting, and parking lot.		
Equipment & Furnishings	**$ 150,000**	
Initial Operating Expenses	**$ 200,000**	
Cash Reserves	**$ 200,000**	

TOTAL EXPENDITURE **$2,500,000**

The lower level of the building will only be available for storage. The upstairs is basically a shell, and will need substantial build-out to create the bedrooms, bathrooms, kitchen, dining area and meeting rooms. Furnishings and equipment will need to be purchased. This will include beds & bedding, dressers, televisions, dining tables & chairs, refrigerator, freezer, stove, microwave, dishwasher, biofeedback machine, computers, washers and dryers, automobiles, etc.

Minor improvements and alterations will also need to be made, including setting all doors to key card access.

The balance of the funds (about $400,000) would be kept on hand and used to pay operating expenses until such time as the cash flow becomes self sustaining (expected to occur in month #1 of actual operation). About $200,000 will be needed to supplement initial operating expenses until we are fully operational.

Equipment breakdown

ITEM	QUANTITY	UNIT COST	TOTAL COST
MATRESS & box springs	39	$300	$11,700
Bed frame	39	$200	7,800
Dresser	39	$300	11,700
Bed linens	78	$60	4,680
television	3	500	$1,500
Lobby furniture	1	2,500	2,500
8’ folding tables	6	$65	$390
4’ Dining tables	6	$175	$1,020
chairs	80	$25	$2,000
Kitchen appliances	1	32,000	32,000
Computer tablets	40	200	8000
Staff computers	8	800	6400
Towel sets	80	10	800
Neurofeedback equipment	1	5,800	5,800
Washer & dryer	2	1,500	3,000
Pots, pans, cooking utensils	1	2,500	2,500
Dishes & flatware	50	50	2,500
Central air & heating units			$12,000
Automobile down payment	1	$2,500	$2,500
Smoke & carbon monoxide detectors	50	$30	$1,500
commercial Tankless Hot water heaters 199,000 BTU	6	$1700	$10,200
Misc			16,000
TOTAL			$146,200

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FINANCIAL PLAN

REVENUE MODEL

Clients pay in advance for each segment (Detox, Intensive care, Supportive care).

FINANCIAL HIGHLIGHTS

KEY ASSUMPTIONS

Our plan is based on adding 1 new client per week in year 1 beginning with month 4. In year 2 we look to add 6 clients per month, 8 per month in year three, 10 per month in year four, and 12 per month in year five. That is only 32 clients in year one, 78 new clients in year two, 104 new clients in year three, 130 new clients in year 4, and 156 new clients in year five. Marketing & publicity will be required to acquaint the market with our existence, and then time will be needed to turn interest into occupancy. Clients pay in advance.

TOPLINE PROJECTIONS

Five year financial projections show an overwhelmingly profitable outlook.

- Year 1 is expected to show a profit starting in month 5.
- Year 2 a $30,000 per month profit.
- Year 3 net profit of $50,000 per month.
- Year 4 net profit of $75,000 per month.
- Year 5 net profit of $100,000 per month.

Five year cash flow projections are similarly positive.

- Year 1 shows a positive cash flow with a cash balance of $400,000.
- Year 2 shows a positive cash flow of $500,000, with a cash balance of $900,000.
- Year 3 shows positive cash flow of $700,000, with a cash balance of $1.6 million.
- Year 4 shows positive cash flow of $1million, with a cash balance of $2.6 million.
- Year 5 shows positive cash flow of $3.3 million before debt repayment, with a cash balance of $1.8 million after debt repayment.

REPAYMENT STRATEGY

Repayment of the loans will be made at the end of year 5 and can come from cash flow or be supplemented by a mortgage loan from a bank or other financial institution. The opportunity to sell the company at the end of 5 years is also an option.

BUSINESS MILESTONES

- Finding the proper locations (already done)
- Purchasing the building (signed purchase option in place)
- Building out the improvements
- Hiring & training the staff (partially done)
- First profitable month
- First 15 patients

APPENDIX

Pro Forma Profit & Loss Tables as 8% loan	**21**
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5 year Personnel Forecast	**29**
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The following tables illustrate the financial goals and projected performance of Serenity Isle of Galveston, LLC during the first 5 years. As with any long-range projection, accuracy is based on reasonable estimates. The Company believes the following numbers are attainable and reasonable. However, actual results will vary.

I have presented profit and loss and cash flow charts for two different funding scenarios. The first is with a $2.5 million loan at 8% and the second, a $400,000 equity investment plus an SBA loan for $2.5 million. The second provides a better rate of return for the investors, and a sounder financial footing for the company.

PRO FORMA PROFIT & LOSS YEAR 1

Pro Forma Profit and Loss — Year 1 — Based on 1 new client per week/ 4 per month beginning in month 5

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$0	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$676,000
Expenses													
Salaries	$14,500	$14,500	$19,500	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$271,817
Payroll Expenses	$1,109	$1,109	$1,492	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$20,794
medical exp	$0	$0	$0	$0	$800	$800	$800	$800	$800	$800	$800	$800	$6,400
Utilities	$500	$500	$500	$500	$600	$750	$750	$750	$750	$750	$750	$750	$7,850
phone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$0	$0	$0	$0	$2,600	$4,200	$5,200	$5,200	$5,200	$5,200	$5,200	$5,200	$38,000
City Services	$100	$100	$100	$200	$375	$500	$650	$650	$650	$650	$650	$650	$5,275
Auto expense	$0	$0	$0	$500	$500	$500	$500	$500	$500	$500	$500	$500	$4,500
maintenance	$0	$0	$0	$500	$500	$500	$500	$500	$500	$500	$500	$500	$4,500
Miscelaneous	$0	$0	$0	$500	$750	$1,000	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$9,750
Marketing	$2,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$13,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$33,000
Interest Exp	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$200,004
7 year Depreciation	$0	$0	$0	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$16,074
40 year Depreciation	$0	$0	$0	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$36,563
Operating Expenses	$40,651	$39,651	$45,034	$58,202	$62,127	$64,252	$66,152	$66,152	$66,152	$66,152	$66,152	$66,152	$706,827
Profit Before Taxes	-$40,651	-$39,651	-$45,034	-$58,202	$22,373	$20,248	$18,348	$18,348	$18,348	$18,348	$18,348	$18,348	-$30,827
Estimated State taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Estimated Federal Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NET PROFIT	-$40,651	-$39,651	-$45,034	-$58,202	$22,373	$20,248	$18,348	$18,348	$18,348	$18,348	$18,348	$18,348	-$30,827

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PRO FORMA PROFIT & LOSS YEAR 2

Pro Forma Profit and Loss Year 2 Based on 1.5 new clients per week/ 6 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$1,521,000
Expenses													
Salaries	$30,500	$30,500	$32,000	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$433,497
Payroll Expenses	$2,333	$2,333	$2,448	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$33,163
medical exp	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Utilities	$600	$600	$600	$650	$700	$750	$750	$750	$750	$750	$750	$750	$8,400
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$5,600	$5,600	$6,000	$6,000	$7,200	$7,200	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$85,600
City Services	$650	$650	$650	$750	$850	$950	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$10,800
Auto expense	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$15,000
Marketing	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$200,004
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$73,424	$73,424	$75,439	$81,868	$83,218	$83,368	$84,268	$84,268	$84,268	$84,268	$84,268	$84,268	$976,352
Profit Before Taxes	$53,326	$53,326	$51,311	$44,882	$43,532	$43,382	$42,482	$42,482	$42,482	$42,482	$42,482	$42,482	$544,648
Estimated State taxes	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$5,035
Estimated Federal Taxes	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$114,376
NET PROFIT	$43,375	$43,374	$41,360	$34,930	$33,580	$33,430	$32,530	$32,530	$32,530	$32,530	$32,530	$32,530	$425,238

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PRO FORMA PROFIT & LOSS YEAR 3

Pro Forma Profit and Loss Year 3 Based on 2 new clients per week/ 8 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$2,028,000
Expenses													
Salaries	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$594,000
Payroll Expenses	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$45,441
medical exp	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$19,200
Utilities	$750	$750	$750	$600	$600	$750	$750	$750	$750	$750	$750	$750	$8,700
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$8,400	$9,600	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$122,000
City Services	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$12,600
Auto expense	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$15,000
Marketing	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$200,004
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$97,628	$98,828	$99,628	$99,478	$99,478	$99,628	$99,628	$99,628	$99,628	$99,628	$99,628	$99,628	$1,192,433
Profit Before Taxes	$71,372	$70,172	$69,372	$69,522	$69,522	$69,372	$69,372	$69,372	$69,372	$69,372	$69,372	$69,372	$835,567
Estimated State taxes	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$6,713
Estimated Federal Taxes	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$175,469
NET PROFIT	$56,190	$54,991	$54,191	$54,341	$54,341	$54,191	$54,191	$54,191	$54,191	$54,191	$54,191	$54,191	$653,385

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PRO FORMA PROFIT & LOSS YEAR 4

Pro Forma Profit and Loss Year 4 Based on 2.5 new clients per week/ 10 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$2,535,000
Expenses													
Salaries	$49,500	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$696,663
Payroll Expenses	$3,787	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$53,295
medical exp	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$24,000
Utilities	$900	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$11,900
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$10,400	$11,200	$12,400	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$151,000
City Services	$1,050	$1,100	$1,150	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,100
Auto expense	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Marketing	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$19,200
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$160,000
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$97,694	$108,691	$109,941	$110,591	$110,591	$110,591	$110,591	$110,591	$110,591	$110,591	$110,591	$110,591	$1,311,646
Profit Before Taxes	$113,556	$102,559	$101,309	$100,659	$100,659	$100,659	$100,659	$100,659	$100,659	$100,659	$100,659	$100,659	$1,223,354
Estimated State taxes	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$8,391
Estimated Federal Taxes	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$256,904
NET PROFIT	$91,448	$80,451	$79,201	$78,551	$78,551	$78,551	$78,551	$78,551	$78,551	$78,551	$78,551	$78,551	$958,099

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PRO FORMA PROFIT & LOSS YEAR 5

Pro Forma Profit and Loss Year 5 Based on 3 new clients per week/ 12 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$3,042,000
Expenses													
Salaries	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$789,504
Payroll Expenses	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$60,397
medical exp	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
Utilities	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$13,000	$15,000	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$184,000
City Services	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Auto expense	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Marketing	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$21,600
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$160,000
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$119,182	$121,182	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$1,458,189
Profit Before Taxes	$134,318	$132,318	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$1,583,811
Estimated State taxes	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$10,069
Estimated Federal Taxes	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$332,600
NET PROFIT	$105,762	$103,762	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$1,241,142

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PRO FORMA CASH FLOW YEAR 1

Pro Forma Cash Flow

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Start-up Funding	$2,500,000											
Current Sales	$0	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500
Total Cash Received	$2,500,000	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500
EXPENDITURES												
Operational Expenses less amortization	$40,651	$39,651	$45,034	$52,353	$56,278	$58,403	$60,303	$60,303	$60,303	$60,303	$60,303	$60,303
Building & land purchase	$800,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Improvements	$350,000	$350,000	$350,000	$100,000	$0	$0	$0	$0	$0	$0	$0	$0
Purchase equip & furnishing	$0	$75,000	$75,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Principal repayment												
state franchiseTAXES INCUR	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fed Income Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL CASH SPENT	$1,190,651	$464,651	$470,034	$152,353	$56,278	$58,403	$60,303	$60,303	$60,303	$60,303	$60,303	$60,303
CASH BALANCE	$1,309,349	$844,698	$374,664	$222,311	$250,533	$276,630	$300,827	$325,024	$349,221	$373,418	$397,615	$421,812

Not knowing what month will be month 1, I have left property tax as coming out every month. In reality it will acrue and come out in a lump sum in February. That will actually help early cash flow.
In addition, total first year property tax is likely overstated as it is based on a property valuation of purchase price plus total money spent on building and land improvements.

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PRO FORMA CASH FLOW YEARS 1-5

Pro Forma Cash Flow
with 8% loan model

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Start-up Funding	$2,500,000.00				
Current Sales	$676,000.00	$1,521,000	$2,028,000	$2,535,000	$3,042,000
Total Cash Received	$3,176,000.00	$1,521,000	$2,028,000	$2,535,000	$3,042,000
EXPENDITURES					
Operational Expenses less amortization	$654,190.00	$906,164	$1,122,245	$1,241,458	$1,388,001
Building & land purchase	$800,000.00	$0	$0	$0	$0
Building Improvements	$1,150,000.00	$0	$0	$0	$0
Purchase equip & furnishings	$150,000.00	$0	$0	$0	$0
Principal repayment	$0.00				$2,500,000
state franchiseTAXES INCURRED & PAID	$0.00	$5,035	$6,713	$8,391	$10,069
Federal Income Tax	$0.00	$114,376	$175,469	$256,904	$332,600
TOTAL CASH SPENT	$2,754,190.00	$1,025,575.00	$1,304,427.00	$1,506,753.00	$3,898,070
CASH BALANCE	$421,810.00	$917,235.00	$1,640,808.00	$2,669,055.00	$1,812,985.00

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VALUATION

Multiple of year 5 EARNINGS ($1,500,000)

Multiple	50% earnings achieved	80% earnings achieved	100% earnings achieved	150% earnings achieved
5	3,750,000	6,000,000	7,500,000	11,250,000
10	7,500,000	12,000,000	15,000,000	22,500,000
15	11,250,000	18,000,000	22,500,000	33,750,000
20	15,000,000	24,000,000	30,000,000	45,000,000
30	22,500,000	36,000,000	45,000,000	67,500,000

Multiple of year 5 REVENUE ($3,000,000)

Multiple	50% Revenue achieved	80% Revenue achieved	100% Revenue achieved	150% Revenue achieved
3	**4,500,000**	**7,200,000**	**9,000,000**	**13,500,000**
5	**7,500,000**	**12,000,000**	**15,000,000**	**22,500,000**
6	**9,000,000**	**14,400,000**	**18,000,000**	**27,000,000**
8	**12,000,000**	**19,200,000**	**24,000,000**	**36,000,000**
10	**15,000,000**	**24,000,000**	**30,000,000**	**45,000,000**
15	**22,500,000**	**36,000,000**	**45,000,000**	**58,500,000**

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PERSONNEL FORECAST

YEAR 1		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$60,000	$60,000	$3,720	$870	$64,590
clinical director	1	$72,000	$72,000	$4,464	$1,044	$77,508
executive assistant	1	$42,000	$42,000	$2,604	$609	$45,213
certified addiction drug & alcohol counselors	1	$40,000	$40,000	$2,480	$580	$43,060
cook	0.75	$45,000	$33,750	$2,092	$489	$36,331
housekeeping	0.5	$24,000	$12,000	$744	$174	$12,918
Night shift supervisor	1	$38,000	$38,000	$2,356	$551	$40,907
SUB TOTALS			$297,750	$18,460	$4,317	$320,527
MONTHLY COST			$24,813	$1,538	$360	$26,711

YEAR 2		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$60,000	$60,000	$3,720	$870	$64,590
Night shift supervisor	1	$38,000	$38,000	$2,356	$551	$40,907
clinical director	1	$72,000	$72,000	$4,464	$1,044	$77,508
executive assistant	2	$42,000	$84,000	$5,208	$1,218	$90,426
certified addiction drug & alcohol counselors	2	$40,000	$80,000	$4,960	$1,160	$86,120
cook	1	$45,000	$45,000	$2,790	$652	$48,442
housekeeping	1	$24,000	$24,000	$1,488	$348	$25,836
physical trainer	0.5	$48,000	$24,000	$1,488	$348	$25,836
massage therapist	0.5	$54,000	$27,000	$1,674	$391	$29,065
SUB TOTALS			$454,000	$28,148	$6,583	$488,731
MONTHLY COST			$37,833	$2,346	$599	$40,728

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YEAR 3		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$85,000	$85,000	$5,270	$1,232	$91,502
Registered Nurse	1	$69,000	$69,000	$4,278	$1,000	$74,278
clinical director	1	$108,000	$108,000	$6,696	$1,566	$116,262
executive assistant/recovery coach	2	$45,000	$90,000	$5,580	$1,305	$96,885
certified addiction drug & alcohol counselors	2	$42,000	$84,000	$5,208	$1,218	$90,426
cook	1	$45,000	$45,000	$2,790	$652	$48,442
Night shift supervisor	1	$38,000	$38,000	$2,356	$551	$40,907
housekeeping	1	$24,000	$24,000	$1,488	$348	$25,836
Physical trainer	0.5	$48,000	$24,000	$1,488	$348	$25,836
massage therapist	0.5	$54,000	$27,000	$1,674	$391	$29,065
SUB TOTALS			$594,000	$36,828	$8,613	$639,439
MONTHLY COST			$49,500	$3,069	$718	$53,287

YEAR 4		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$85,000	$85,000	$5,270	$1,232	$91,502
Registered Nurse	1	$71,000	$71,000	$4,402	$1,029	$76,431
clinical director	1	$108,000	$108,000	$6,696	$1,566	$116,262
executive assistant/recovery coach	2	$45,000	$90,000	$5,580	$1,305	$96,885
certified addiction drug & alcohol counselors	3	$46,000	$138,000	$8,556	$2,001	$148,557
cook	1	$45,000	$45,000	$2,790	$652	$48,442
Dietician	1	$54,000	$54,000	$3,348	$783	$58,131
Physical trainer	0.5	$48,000	$24,000	$1,488	$348	$25,836
massage therapist	0.5	$54,000	$27,000	$1,674	$391	$29,065
housekeeping	1	$24,000	$24,000	$1,488	$348	$25,836
Night shift supervisor	1	$40,000	$40,000	$2,480	$580	$43,060
SUB TOTALS			$706,000	$40,610	$10,238	$756,848
MONTHLY COST			$58,833	$3,384	$853	$63,071

YEAR 5		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$85,000	$85,000	$5,270	$1,232	$91,502
Registered Nurse	1	$72,000	$72,000	$4,464	$1,044	$77,508
clinical director	1	$110,000	$110,000	$6,820	$1,595	$118,415
executive assistant/recovery coach	2	$45,000	$90,000	$5,580	$1,305	$96,885
certified addiction drug & alcohol counselors	4	$48,000	$192,000	$11,904	$2,784	$206,688
cook	1	$45,000	$45,000	$2,790	$652	$48,442
housekeeping	1	$24,000	$24,000	$1,488	$348	$25,836
dietician	1	$54,000	$54,000	$3,348	$783	$58,131
assistant cook	1	$20,000	$20,000	$1,240	$290	$21,530
Night shift supervisor	1	$48,000	$48,000	$2,976	$696	$51,672
physical trainer (yoga/exercise/etc)	.05	$45,000	$22,500	$1,395	$326	$24,222
massage therapist	0.5	$54,000	$27,000	$1,674	$391	$29,065
SUB TOTALS			$789,500	$48,949	$11,448	$849,897
MONTHLY COST			$65,792	$4,079	$954	$70,825

DEPRECIATION & AMORTIZATION CHART

REAL ESTATE

Building purchase price + improvements		$1,950,000
Depreciation period	40 years	
Annual depreciation		$48,756
Monthly depreciation		$ 4,063

EQUIPMENT & FURNISHINGS

Purchase price		$150,000
Depreciation period	7 years	
Annual depreciation		$21,432
Monthly depreciation		$ 1,786

TOTAL MONTHLY DEPRECIATION & AMORTIZATION (1st 5 yrs)	**$5,849**
TOTAL ANNUAL DEPRECIATION & AMORTIZATION (1st 5 yrs)	**$70,188**
TOTAL DEPRECIATION & AMORTIZATION (1st 5 yrs)	**$333,389**

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PROFORMA PROFIT AND LOSS Based On SBA Loan Model YEAR 1

Pro Forma Profit and Loss Year 1 Based on 1 new client per week/ 4 per month beginning in week 4 SBA LOAN

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$0	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$676,000
Expenses													
Salaries	$14,500	$14,500	$19,500	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$271,817
Payroll Expenses	$1,109	$1,109	$1,492	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$20,794
medical exp	$0	$0	$0	$0	$800	$800	$800	$800	$800	$800	$800	$800	$6,400
Utilities	$500	$500	$500	$600	$600	$750	$750	$750	$750	$750	$750	$750	$7,950
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$0	$0	$0	$0	$2,600	$4,200	$5,200	$5,200	$5,200	$5,200	$5,200	$5,200	$38,000
City Services	$100	$100	$100	$200	$375	$500	$650	$650	$650	$650	$650	$650	$5,275
Auto expense	$0	$0	$0	$500	$500	$500	$500	$500	$500	$500	$500	$500	$4,500
maintenance	$0	$0	$0	$500	$500	$500	$500	$500	$500	$500	$500	$500	$4,500
Miscelaneous	$0	$0	$0	$500	$750	$1,000	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$9,750
Marketing	$2,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$13,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$33,000
Interest Expense	$8,333	$8,277	$8,220	$8,163	$8,106	$8,048	$7,991	$7,993	$7,875	$7,817	$7,759	$7,700	$96,282
7 year Depreciation	$0	$0	$0	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$16,074
40 year Depreciation	$0	$0	$0	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$36,567
Operating Expenses	$32,317	$31,261	$36,587	$49,798	$53,566	$55,633	$57,476	$57,478	$57,360	$57,302	$57,244	$57,185	$603,209
Profit Before Taxes	-$32,317	-$31,261	-$36,587	-$49,798	$30,934	$28,867	$27,024	$27,022	$27,140	$27,198	$27,256	$27,315	$72,791
Estimated State taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Estimated Federal Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$6,167	$6,167
NET PROFIT	-$32,317	-$31,261	-$36,587	-$49,798	$30,934	$28,867	$27,024	$27,022	$27,140	$27,198	$27,256	$21,148	$66,624

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YEAR 2

	Pro Forma Profit and Loss			Year 2		Based on 1.5 new clients per week/ 6 per month						SBA LOAN	
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	**YEAR**
INCOME	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$1,521,000
Expenses													
Salaries	$30,500	$30,500	$32,000	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$433,497
Payroll Expenses	$2,333	$2,333	$2,448	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$33,163
medical exp	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Utilities	$600	$600	$600	$650	$700	$750	$750	$750	$750	$750	$750	$750	$8,400
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$5,600	$5,600	$6,000	$6,000	$7,200	$7,200	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$85,600
City Services	$650	$650	$650	$750	$850	$950	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$10,800
Auto expense	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$15,000
Marketing	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$7,642	$7,583	$7,524	$7,464	$7,404	$7,345	$7,285	$7,225	$7,165	$7,104	$7,044	$6,983	$87,768
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$64,399	$64,340	$66,296	$72,665	$73,955	$74,046	$74,886	$74,826	$74,766	$74,705	$74,645	$74,584	$864,116
Profit Before Taxes	$62,351	$62,410	$60,454	$54,085	$52,795	$52,704	$51,864	$51,924	$51,984	$52,045	$52,105	$52,166	$656,884
Estimated State taxes	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$5,035
Estimated Federal Taxes	$11,495	$11,495	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$131,261
NET PROFIT	$50,436	$50,494	$49,207	$42,838	$41,548	$41,457	$40,617	$40,677	$40,737	$40,798	$40,858	$40,919	$520,589

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YEAR 3

Pro Forma Profit and Loss Year 3 Based on 2 new clients per week/ 8 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$2,028,000
Expenses													
Salaries	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$594,000
Payroll Expenses	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$45,441
medical exp	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$19,200
Utilities	$750	$750	$750	$600	$600	$750	$750	$750	$750	$750	$750	$750	$8,700
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$8,400	$9,600	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$122,000
City Services	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$12,600
Auto expense	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$15,000
Marketing	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$6,922	$6,860	$6,799	$6,737	$6,675	$6,613	$6,551	$6,488	$6,426	$6,363	$6,299	$6,236	$78,969
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$87,883	$89,021	$89,760	$89,548	$89,486	$89,574	$89,512	$89,449	$89,387	$89,324	$89,260	$89,197	$1,071,398
Profit Before Taxes	$81,117	$79,979	$79,240	$79,452	$79,514	$79,426	$79,488	$79,551	$79,613	$79,676	$79,740	$79,803	$956,602
Estimated State taxes	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$6,713
Estimated Federal Taxes	$16,741	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$200,886
NET PROFIT	$63,817	$62,104	$61,365	$61,577	$61,639	$61,551	$61,613	$61,676	$61,738	$61,801	$61,865	$61,928	$749,003

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YEAR 4

Pro Forma Profit and Loss Year 4 Based on 2.5 new clients per week/ 10 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$2,535,000
Expenses													
Salaries	$52,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$723,000
Payroll Expenses	$3,978	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$55,310
medical exp	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$24,000
Utilities	$900	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$11,900
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$10,400	$11,200	$12,400	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$151,000
City Services	$1,050	$1,100	$1,150	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,100
Auto expense	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Marketing	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$19,200
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$6,173	$6,109	$6,045	$5,980	$5,916	$5,851	$5,787	$5,721	$5,656	$5,591	$5,525	$5,459	$69,813
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$93,225	$103,800	$104,986	$105,571	$105,507	$105,442	$105,378	$105,312	$105,247	$105,182	$105,116	$105,050	$1,249,811
Profit Before Taxes	$118,025	$107,451	$106,265	$105,680	$105,744	$105,809	$105,873	$105,939	$106,004	$106,069	$106,135	$106,201	$1,285,190
Estimated State taxes	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$8,391
Estimated Federal Taxes	$22,491	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$269,890
NET PROFIT	$94,835	$85,023	$83,837	$83,252	$83,316	$83,381	$83,445	$83,511	$83,576	$83,641	$83,707	$83,773	$1,006,909

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YEAR 5

Pro Forma Profit and Loss Year 5 Based on 3 new clients per week/ 12 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$3,042,000
Expenses													
Salaries	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$858,000
Payroll Expenses	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$65,637
medical exp	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
Utilities	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$13,000	$15,000	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$184,000
City Services	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Auto expense	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Marketing	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$21,600
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$5,393	$5,326	$5,260	$5,193	$5,126	$5,059	$4,991	$4,923	$4,855	$4,787	$4,719	$4,650	$60,282
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$117,387	$119,320	$119,854	$119,787	$119,720	$119,653	$119,585	$119,517	$119,449	$119,381	$119,313	$119,244	$1,432,207
Profit Before Taxes	$136,113	$134,180	$133,646	$133,713	$133,780	$133,847	$133,915	$133,983	$134,051	$134,119	$134,187	$134,256	$1,609,793
Estimated State taxes	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$10,069
Estimated Federal Taxes	$28,171	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$338,057
NET PROFIT	$107,103	$105,228	$104,694	$104,761	$104,828	$104,895	$104,963	$105,031	$105,099	$105,167	$105,235	$105,304	$1,261,667

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PROFORMA CASH FLOW Based On SBA Loan Model

Pro Forma Cash Flow YEAR 1
with SBA loan

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Equity Funding	$400,000											
SBA Loan	$2,500,000											
Current Sales	$0	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500
Total Cash Received	$2,900,000	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500
EXPENDITURES												
Operational Expenses less amortization	$32,317	$31,261	$36,587	$43,949	$47,717	$49,784	$51,627	$51,629	$51,511	$51,453	$51,395	$51,336
Building & land purchase	$800,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Improvements	$350,000	$350,000	$350,000	$100,000	$0	$0	$0	$0	$0	$0	$0	$0
Purchase equip & furnishings	$0	$75,000	$75,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Principal repayment	$0	$16,978	$17,034	$17,092	$17,148	$17,206	$17,263	$17,321	$17,378	$17,436	$17,494	$17,552
state franchiseTAXES INCURRE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fed Income Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$6,167
TOTAL CASH SPENT	$1,182,317	$473,239	$478,621	$161,041	$64,865	$66,990	$68,890	$68,950	$68,889	$68,889	$68,889	$75,055
CASH BALANCE	$1,717,683	$1,244,444	$765,823	$604,782	$624,417	$641,927	$657,537	$673,087	$688,698	$704,309	$719,920	$729,365

Not knowing what month will be month 1, I have left property tax as coming out every month. In reality it will acrue and come out in a lump sum in February. That will actually help early cash flow.
In addition, total first year property tax is likely overstated as it is based on a property valuation of purchase price plus total money spent on building and land improvements.

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YEARLY CASH FLOW Based On SBA Loan Model

Pro Forma Cash Flow Model with SBA loan	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Equity Funding	$400,000				
SBA Loan	$2,500,000				
Current Sales	$676,000	$1,521,000	$2,028,000	$2,535,000	$3,042,000
Total Cash Received	$3,576,000	$1,521,000	$2,028,000	$2,535,000	$3,042,000
EXPENDITURES					
Operational Expenses less amortization	$550,568	$793,928	$1,001,210	$1,179,623	$1,362,019
Building & land purchase	$800,000	$0	$0	$0	$0
Building Improvements	$1,150,000	$0	$0	$0	$0
Purchase equip & furnishings	$150,000	$0	$0	$0	$0
Principal repayment	$189,901	$215,250	$224,018	$233,146	$242,644
state franchiseTAXES INCURRED & PAID	$0	$5,035	$6,713	$8,391	$10,069
Federal Income Tax	$6,167	$131,261	$200,886	$269,890	$338,057
TOTAL CASH SPENT	$2,846,636	$1,145,474	$1,432,827	$1,691,050	$1,952,789
CASH BALANCE	$729,364	$1,104,890	$1,700,063	$2,544,013	$3,633,224

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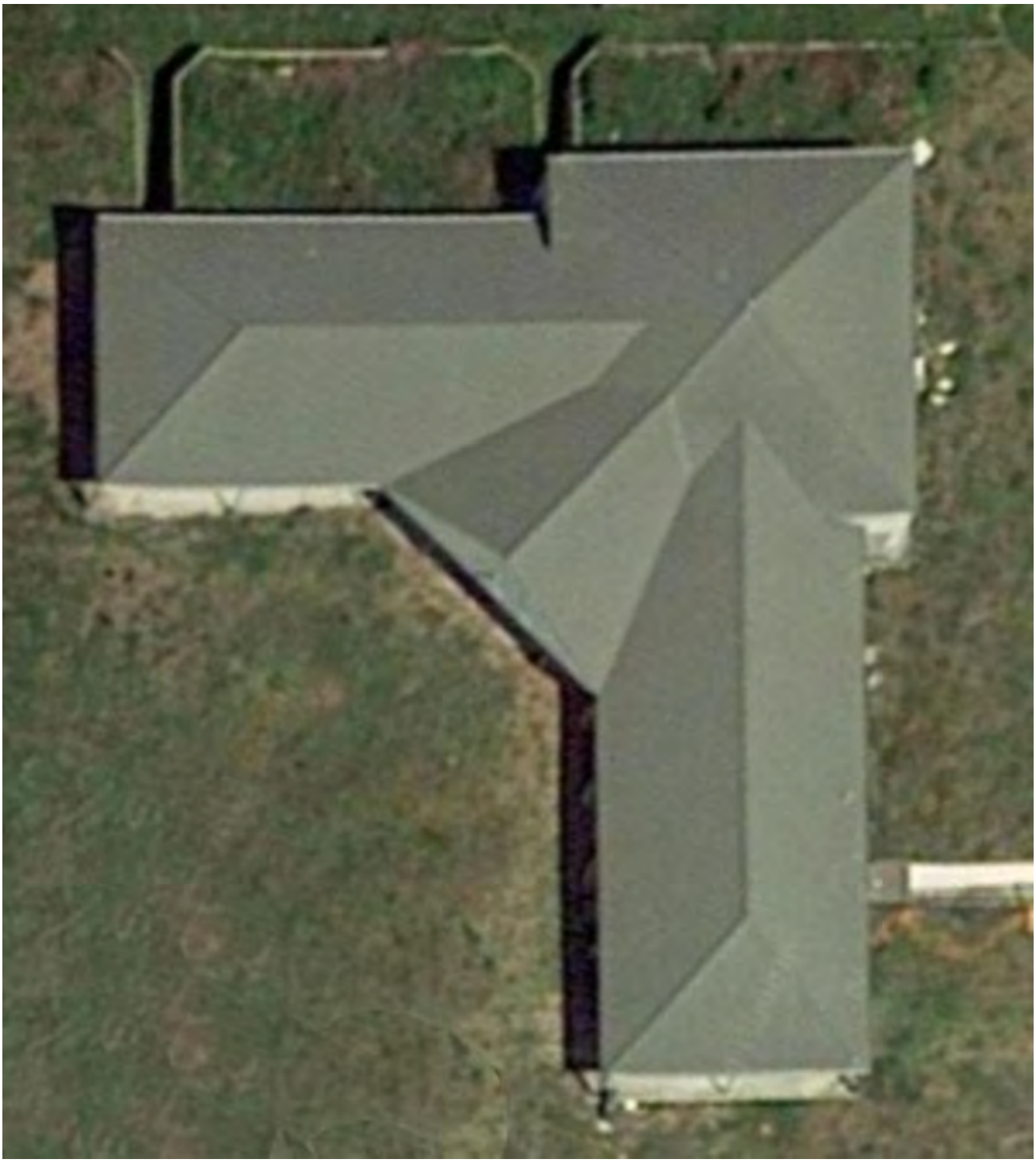
BUILDING EXTERIOR AND INTERIOR LAYOUT

EXTERIOR



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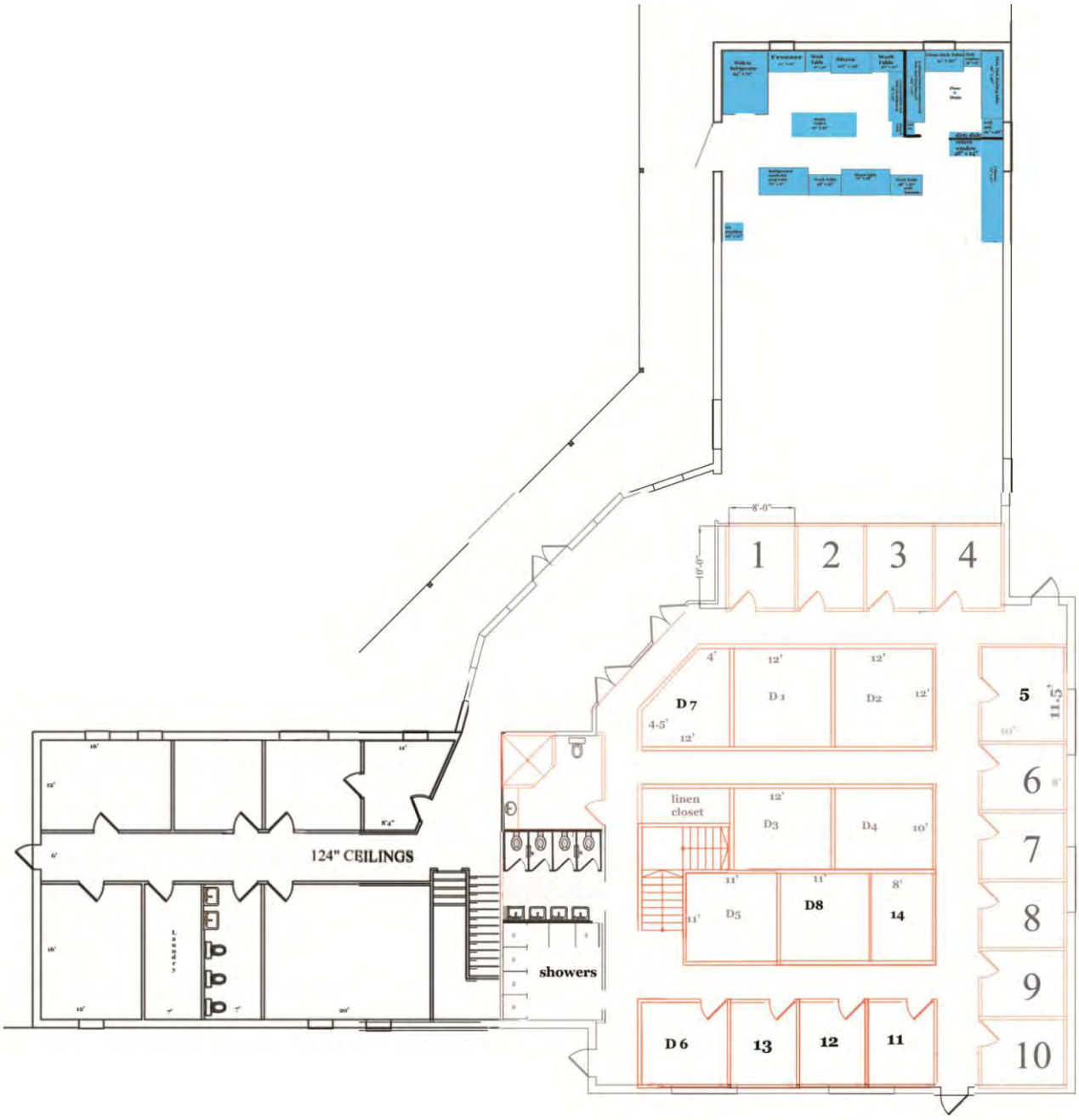
MAIN FLOOR LAYOUT



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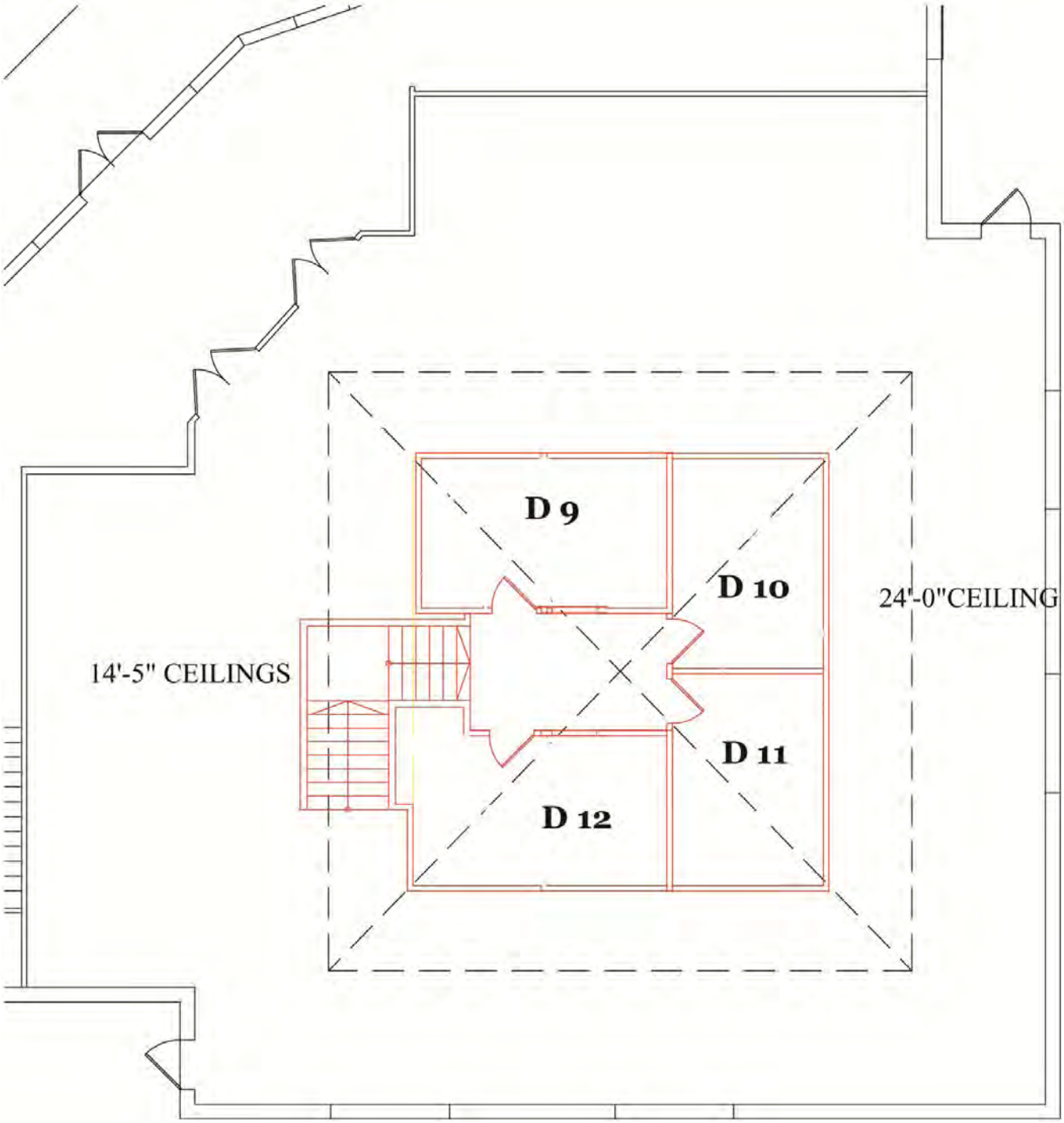
MEZZANINE LEVEL (4 bedrooms)



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MAP HOUSTON AND GALVESTON AREA

Houston
Pasadena
Baytown
La Porte
Deer Park
Channelview
Cloverleaf
Jacinto City
Galena Park
South Houston
Pearland
Friendswood
Webster
Taylor Lake Village
Seabrook
Kemah
League City
Dickinson
San Leon
Bacliff
Texas City
La Marque
Hitchcock
Santa Fe
Alvin
Hilshire
Liverpool
Dickinson
Angleton
West Columbia
Sugar Land
Missouri City
Stafford
Richmond
Rosenberg
Fulshear
Simonton
Weston Lakes
Orchard
Waller
East Bernard
Bellaire
West University Place
Meadows Place
Four Corners
Pecan Grove
New Territory
Greatwood
Fort Bend
Mission Bend
Cinco Ranch
Katy
Spring Valley
Piney Point Village
Jersey Village
Hedwig Village
Bunker Hill Village
Brookshire
Pattison
San Felipe
Brazos Country
Hungerford
Wharton
Boling-Iago
Needville
Fairchilds
Kendleton
Bossley
Pleak
Smithers Lake
Sierra Plantation
Thompsons
Arcola
Iowa Colony
Manvel
Brazoria
Brazos Bend State Park
Damon
Danbury
Brookshire
Clodine
Bailey's Prairie
Holiday Lakes
Eagle Nest Lake
Galveston Bay
Trinity Bay
East Bay
Galveston
Galveston Island
West Bay
Jamaica Beach
Chocolate Bay
Bayou Vista
Texas City
Lake Anahuac
Anahuac
Dayton Lakes
Beach City
Mont Belvieu
Cove
Old River-Winnie
Crosby
Barrett
Highlands
Sheldon
Sheldon Lake State Park
Aldine
Jersey Village
Cinco Ranch
George Bush Park
Katy
Brookshire
Pattison
San Felipe
Brazos Country
Simonton
Fulshear
Weston Lakes
Orchard
Waller
East Bernard
Wharton
Hungerford
Needville
Fairchilds
Kendleton
Bossley
Pleak
Rosenberg
Richmond
Cumings
Pecan Grove
Greatwood
New Territory
Four Corners
Meadows Place
Sugar Land
Missouri City
Fort Bend
Mission Bend
Bellaire
West University Place
Spring Valley
Piney Point Village
Hedwig Village
Bunker Hill Village
Jersey Village
Aldine
Houston
Pasadena
Deer Park
Channelview
Cloverleaf
Jacinto City
Galena Park
South Houston
Pearland
Friendswood
Webster
Taylor Lake Village
Seabrook
Kemah
League City
Dickinson
San Leon
Bacliff
Texas City
La Marque
Hitchcock
Santa Fe
Alvin
Hilshire
Liverpool
Dickinson
Angleton
West Columbia
Danbury
Brookshire
Clodine
Bailey's Prairie
Holiday Lakes
Eagle Nest Lake
Damon
Boling-Iago
Wharton
Hungerford
Needville
Fairchilds
Kendleton
Bossley
Pleak
Smithers Lake
Sierra Plantation
Thompsons
Arcola
Iowa Colony
Manvel
Brazoria
Brazos Bend State Park
Bonney
Liverpool
Chocolate Bay
Jamaica Beach
West Bay
Galveston Island
Galveston
Texas City
Bayou Vista
Hitchcock
La Marque
Santa Fe
Alvin
Hilshire

City of Galveston
Planning Commission
Request for variance of section 2.369

SEC.2.369 Substance abuse facility, section B Limited use standards, subsection 1. **Proof of permitting**. The applicant shall provide proof of application for any licenses required by the State of Texas at the time of application for limited use approval and shall provide proof of issuance of any required licenses before commencing operations.

I am requesting a temporary variance in the application for an SUP for a drug and alcohol residential rehabilitation facility. The variance is one of timing in the application for license and certification by the State of Texas. The reason is as follows: Once application is made for State certification, a site visit by a representative from the State is required within 6 months of application. If the facility fails the inspection, re-application cannot be made for 6 months. Since application for an SUP from the city is at least a 3 month process, followed by additional time to get building permits and then an additional 4 months (or more) construction time, inspection failure would be a given, resulting in an additional 6 month delay in opening. I am requesting that the application for certification be allowed to wait until construction actually begins. I will not be opening the facility until required licenses are issued. In addition, the cost of the application is over $4,000 and is an unnecessary expense and burden until the city council approves the SUP.

Thank you for your consideration.

Sincerely,

Edward Jackson

NOTE:
WORK IN PUBLIC R.O.W. SHALL BE BUILT TO C.O.G. STANDARDS. SEE CIVIL NOTES ON C0.1

BUILDING REMODEL

FOR SERENITY ISLE OF GALVESTON, LLC

11279 STEWART ROAD

GALVESTON, TEXAS

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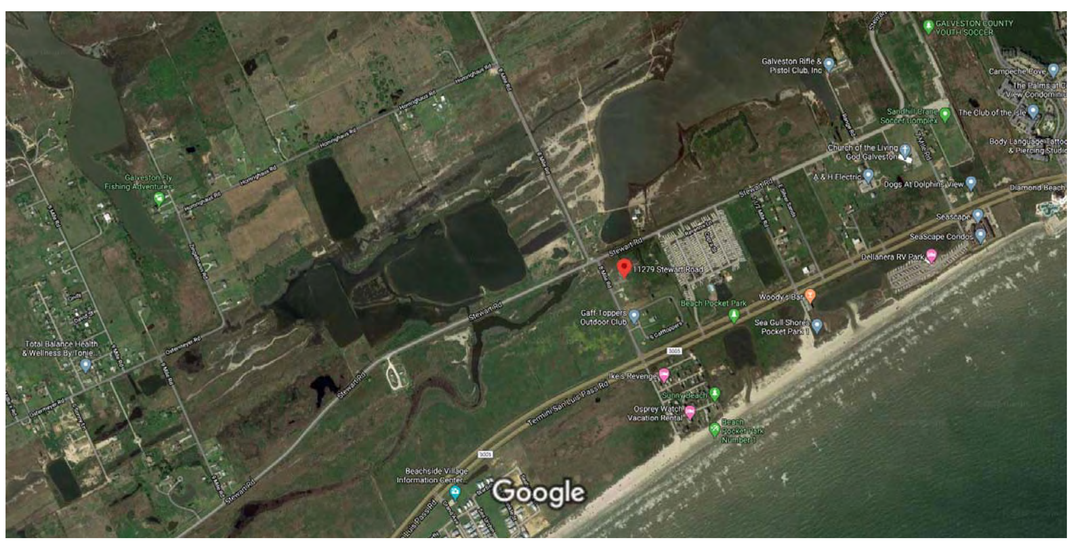

KEY MAP

Civil Engineering General Notes

1. THE CONTRACTOR SHALL CONTACT THE TEXAS ONE CALL NOTIFICATION SYSTEM, 1-800-DIG-SAFE , 1-800-344-8377, PRIOR TO COMMENCEMENT OF EXCAVATING ACTIVITIES AND OBTAIN PERMITS FOR ALL UTILITY FIRMS.
2. ALL CONSTRUCTION IN THE CITY RIGHT OF WAYS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT CITY OF GALVESTON ADOPTED SPECIFICATIONS AND STANDARD DETAILS .
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
4. THE CITY ENGINEER'S OFFICE AND/OR BUILDING DIVISION SHALL BE NOTIFIED 24 HOURS PRIOR TO STARTING EACH PHASE OF CONSTRUCTION .
5. THE PROJECT BENCHMARK IS SHOWN ON THE CIVIL DRAWINGS.
6. PRIOR TO ANY CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR/DEVELOPER SHALL NOTIFY THE CITY OF GALVESTON ENGINEERING DEPARTMENT.
7. WORK PERFORMED BY THE CONTRACTOR:

   A. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY BUILDING DIVISION AND/OR UTILITIES/ ENGINEERING ALL WORK AND MATERIAL NOT IN CONFORMANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

   B. WHENEVER THE INSPECTOR FINDS ANY WORK BEING PERFORMED IN A DANGEROUS OR UNSAFE MANNER, OR CONTRARY TO THE PLANS OR SPECIFICATIONS, OR NOT MEETING THE INTENT OF THE PLANS OR SPECIFICATIONS, THE INSPECTOR WILL ISSUE A STOP WORK ORDER. UPON ISSUANCE OF A STOP WORK ORDER, THE CITED WORK SHALL IMMEDIATELY CEASE. THE STOP WORK ORDER SHALL STATE THE REASON FOR THE ORDER, AND THE CONDITIONS WHICH CITED WORK IS AUTHORIZED TO RESUME UPON WRITTEN ORDER TO RESUME WORK. WHERE AN EMERGENCY EXISTS, THE INSPECTOR SHALL NOT BE REQUIRED TO GIVE A WRITTEN NOTICE PRIOR TO STOPPING THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS AND DELAYS FOR THE WORK RELATED TO THE STOP WORK ORDER.

8. THE CONTRACTOR SHALL UNCOVER ALL EXISTING CITY UTILITY LINES BEING TIED INTO TO VERIFY THEIR TYPE, CONDITION, LOCATION, INVERT, SLOPE, AND ANY OTHER INFORMATION NEEDED TO DETERMINE THAT THE UTILITY CONNECTION WILL FUNCTION AS DESIGNED. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ANY REPAIRS NECESSARY TO THE LATERAL OR MAIN LINES OF THE CITY WATER, SANITARY SEWER, AND/OR STORM DRAIN SYSTEM NECESSARY FOR THE CONNECTION TO FUNCTION AS DESIGNED. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PRIVATE UTILITIES (ELECTRIC, TELEPHONE, PIPELINES, ETC.) AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL ELIMINATE ALL CONFLICTS PRIOR TO START OF CONSTRUCTION.
9. THE CITY OF GALVESTON IS NOT RESPONSIBLE FOR LIABILITY INCURRED DUE TO DELAYS AND/OR DAMAGES TO UTILITIES IN CONJUNCTION WITH THIS CONSTRUCTION. THE CITY WILL NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR UTILITY RELOCATION.
10. NOT USED.
11. APPLICATIONS FOR STREET/CURB CUT PERMITS MUST BE APPROVED BY THE CITY ENGINEER PRIOR TO APPROVAL OF IMPROVEMENT PLANS, SEPARATE PERMIT IS REQUIRED.
12. BACKFILLING SHALL NOT BE STARTED UNTIL WATER, SEWER, GAS LINES ARE APPROVED BY THE CITYOF GALVESTON BUILDING DIVISION.
13. CONSTRUCTION OF CONCRETE OR PAVING ITEMS SHALL NOT COMMENCE UNTIL ALL UNDERGROUND WORK HAS BEEN INSPECTED AND TESTED.
14. DISPOSAL OF AND STOCKPILING OF EXCESS MATERIAL SHALL BE DONE IN SUCH A WAY THAT WILL NOT CREATE A NUISANCE. THE PLACING OF MATERIAL ON PRIVATE PROPERTY OF ANOTHER REQUIRES WRITTEN AUTHORIZATION FROM PRIVATE PROPERTY OWNER AND CITY. EARTHWORK STOCKPILES ARE NOT TO EXCEED 6 FEET IN HEIGHT. SLOPES ON ALL SIDES OF THE STOCKPILE SHALL NOT EXCEED A 1 TO 4 RATIO OF HEIGHT TO LENGTH. ANY EARTHWORK STOCKPILE, EVEN LESS THAN 6 FEET, MUST BE REMOVED WITHIN 7 DAYS OF CITY NOTIFICATION IF DUST SUPPRESSION EFFORTS FAIL TO MAINTAIN SATISFACTORY AIRBORNE CONTAMINANT CONTROL.
15. TRAFFIC CONTROL SHALL BE COORDINATED WITH THE CITY OF GALVESTON ENGINEERING DEPARTMENT.
16. IN ACCORDANCE WITH THE SWPPP, THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS FOR CLEANING TRUCKS AND/OR OTHER EQUIPMENT OF MUD PRIOR TO ENTERING PUBLIC STREETS, AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLEAN STREETS, ALL DUST, AND TAKE WHATEVER MEASURES ARE NECESSARY TO INSURE THAT ALL ROADS ARE MAINTAINED IN A CLEAN, MUD AND DUST-FREE CONDITION AT ALL TIMES, THE CONTRACTOR SHALL UTILIZE A STREET SWEEPER FOR STREET CLEANING.AN APPROVED SET OF PLANS SHALL BE MAINTAINED ON THE JOB SITE AT ALL TIMES THAT WORK IS IN PROGRESS. DEVIATION FROM THE PLANS SHALL NOT BE ALLOWED WITHOUT AN APPROVED PLAN REVISION, REVIEWED BY CITY.
17. A MINIMUM HORIZONTAL SEPARATION OF NINE (9) FEET IS REQUIRED BETWEEN SEWER SERVICES AND WATER OR FIRELINE SERVICES. A MINIMUM HORIZONTAL SEPARATION OF NINE (9) FEET IS REQUIRED BETWEEN RECLAIMED WATER SERVICES AND SEWER, WATER, OR FIRELINE SERVICES PERTCEQ TAS 290+217.

CITY OF GALVESTON CODE REFERENCES

2012 INTERNATIONAL BUILDING CODE (CHAPTER 10 OF CITY CODE) ORDINANCE AND LOCAL AMENDMENTS.

2012 INTERNATIONAL FIRE CODE

2012 INTERNATIONAL FIRE CODE ORDINANCE

2014 ELECTRICAL CODE [EFFECTIVE SEPTEMBER 1, 2014, PER THE STATE OF TEXAS LAW REQUIRES ALL WORK TO ADHERE TO THE 2014 NATIONAL ELECTRICAL CODE.]

FLOOD ORDINANCE NO. 02–085

NATIONAL ELECTRICAL CODE, CHAPTER 12 OF THE CITY CODE*

2015 LAND DEVELOPMENT REGULATIONS*

STATE OF TEXAS
NORMAN S. HOFFMAN
95483
LICENSED
PROFESSIONAL ENGINEER

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Ibis Engineering
REG # F-11156
P.O. Box 55171 Galveston, Texas 77555
PH 409.621.6740

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BUILDING REMODEL
FOR SERENITY ISLE OF GALVESTON, LLC
11279 STEWART ROAD
GALVESTON, TEXAS

REVISIONS
A FOR PRELIMINARY REVIEW

DATE
17 AUGUST, 2020

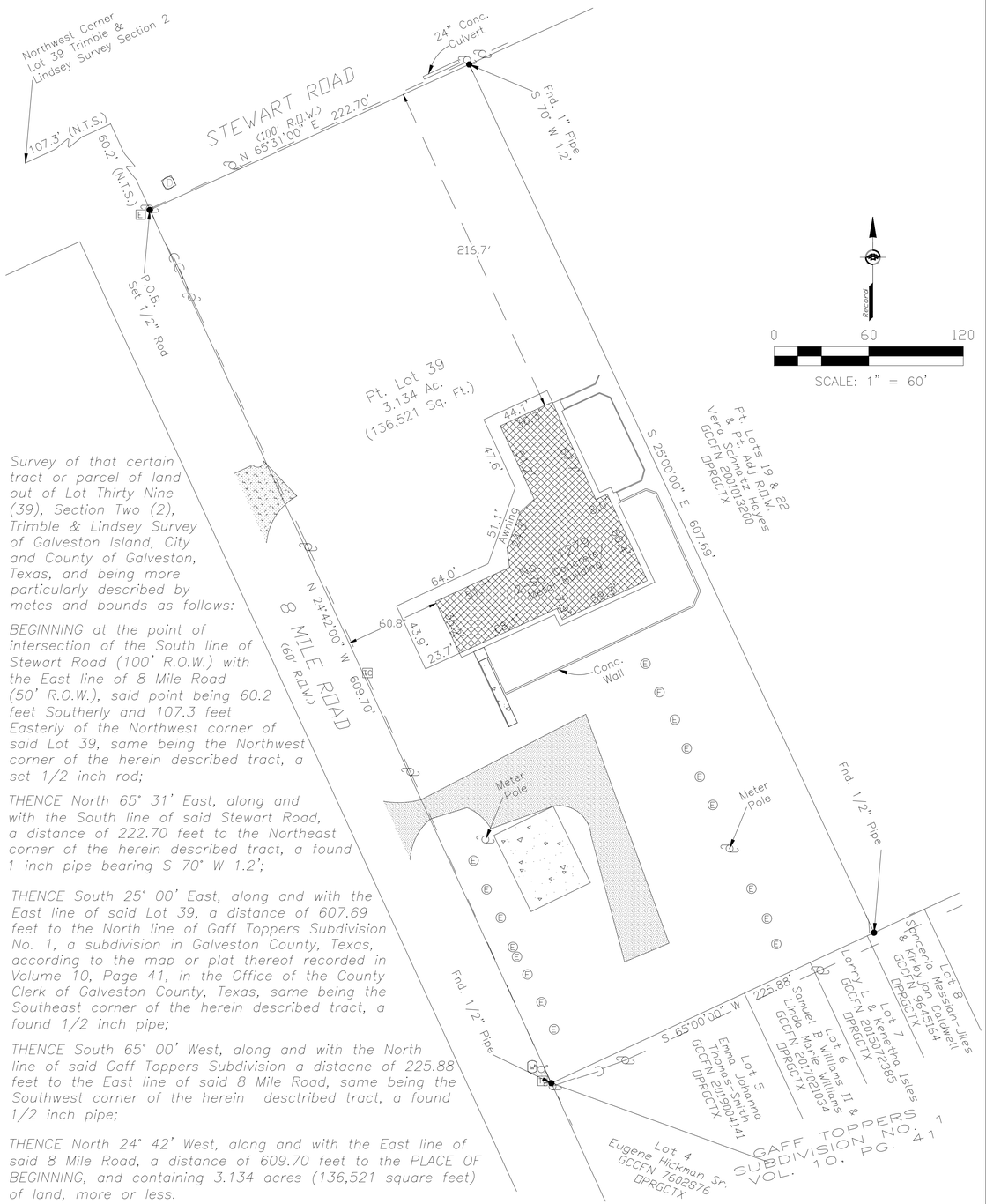
DESCRIPTION

DRAWN BY GD

APPROVED BY NH

SHEET NO.
C0.1

TLS Job No 20-0335 | 12279 Stewart Road, Galveston, TX. 77554 | Ref No: 7206-0000-0039-001



Survey of that certain tract or parcel of land out of Lot Thirty Nine (39), Section Two (2), Trimble & Lindsey Survey of Galveston Island, City and County of Galveston, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the South line of Stewart Road (100' R.O.W.) with the East line of 8 Mile Road (50' R.O.W.), said point being 60.2 feet Southerly and 107.3 feet Easterly of the Northwest corner of said Lot 39, same being the Northwest corner of the herein described tract, a set 1/2 inch rod;

THENCE North 65° 31' East, along and with the South line of said Stewart Road, a distance of 222.70 feet to the Northeast corner of the herein described tract, a found 1 inch pipe bearing S 70° W 1.2';

THENCE South 25° 00' East, along and with the East line of said Lot 39, a distance of 607.69 feet to the North line of Gaff Toppers Subdivision No. 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 10, Page 41, in the Office of the County Clerk of Galveston County, Texas, same being the Southeast corner of the herein described tract, a found 1/2 inch pipe;

THENCE South 65° 00' West, along and with the North line of said Gaff Toppers Subdivision a distacne of 225.88 feet to the East line of said 8 Mile Road, same being the Southwest corner of the herein desctribed tract, a found 1/2 inch pipe;

THENCE North 24° 42' West, along and with the East line of said 8 Mile Road, a distance of 609.70 feet to the PLACE OF BEGINNING, and containing 3.134 acres (136,521 square feet) of land, more or less.

1 EXIST. SITE PLAN
SCALE: 1"=40'

NOTES:
1) This property is subject to the zoning ordinances of the City of Galveston.
2) This property lies in Zone VE 15 as established by the FEMA Flood Insurance Rate Map Community No. 485469, Panel No. 0507 G, Dated

Legend:
- Overhead Power
- Chain Link Fence
- Wire Fence
- Concrete
- Asphalt

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SHEET NO.
C0.2

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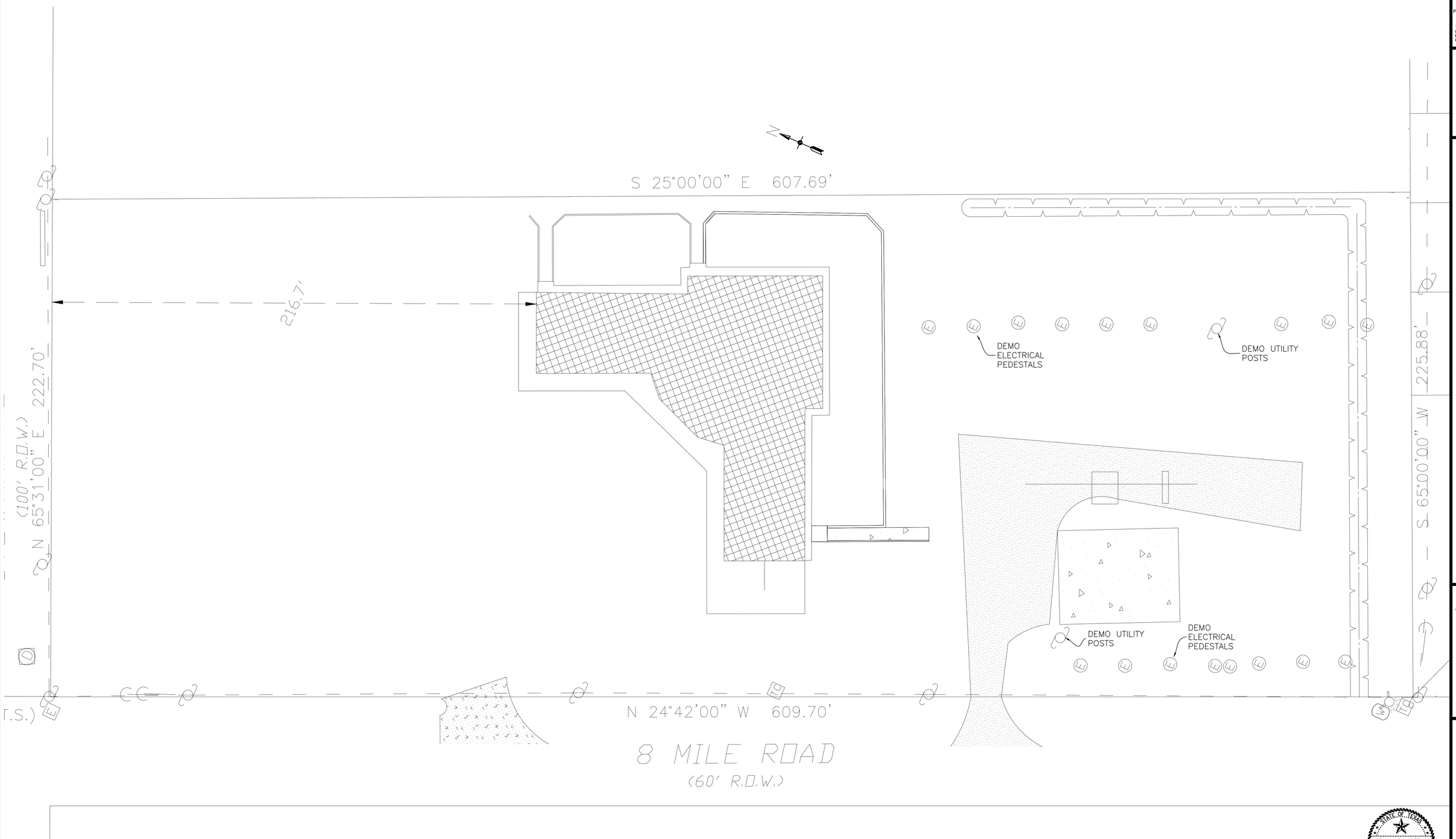

1 DEMO PLAN
SCALE: 1"=20'

NOTE:
CONTRACTOR TO CALL (811) BEFORE ANY DIGGING.

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SHEET NO.
C0.3

1 EXISTING BUILDING
ELEVATION LOOKING NORTH
SCALE: N.T.S.

2 EXISTING BUILDING
ELEVATION LOOKING SOUTHEAST
SCALE: N.T.S.

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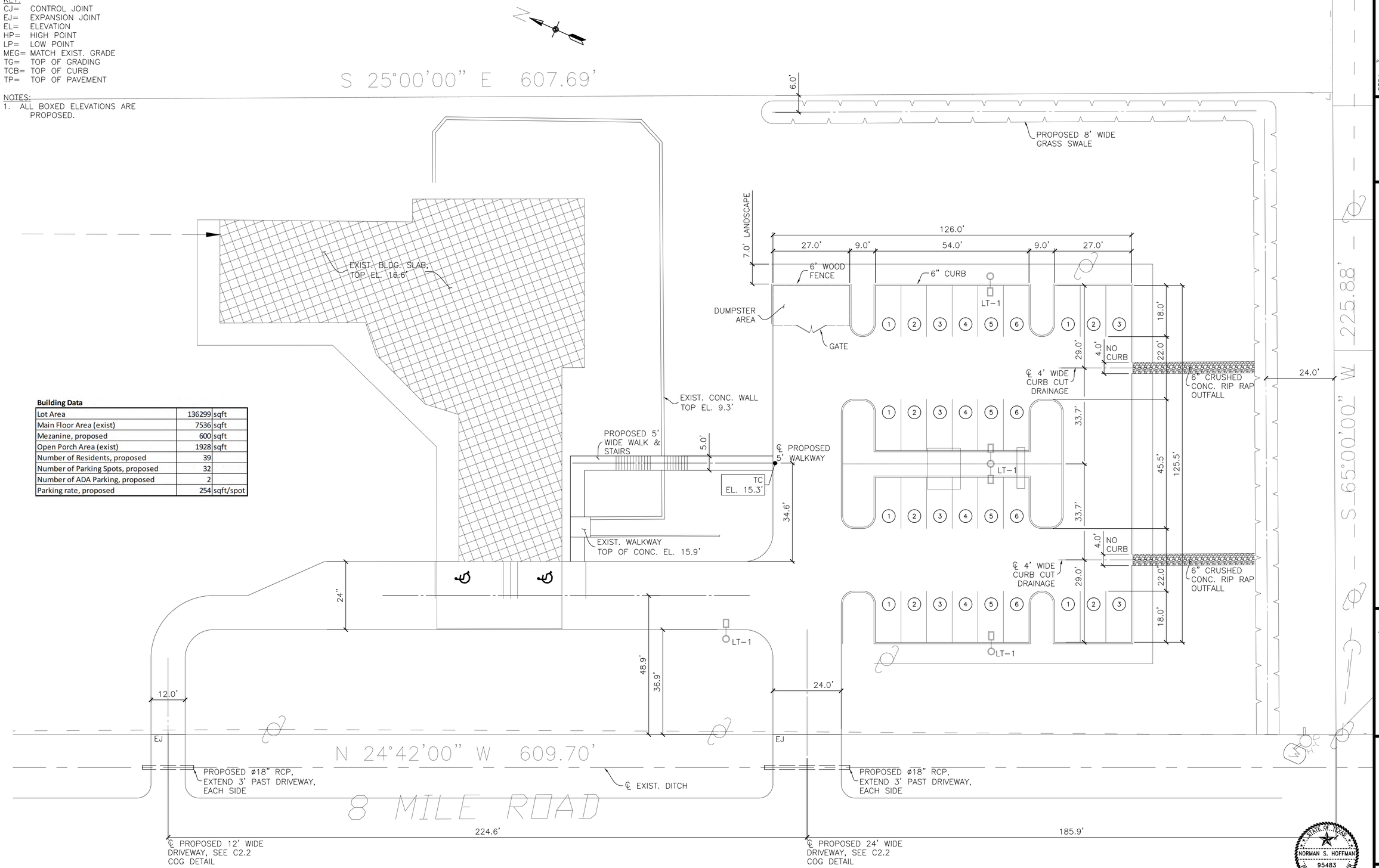
SHEET NO.
C0.4

KEY:
CJ= CONTROL JOINT
EJ= EXPANSION JOINT
EL= ELEVATION
HP= HIGH POINT
LP= LOW POINT
MEG= MATCH EXIST. GRADE
TG= TOP OF GRADING
TCB= TOP OF CURB
TP= TOP OF PAVEMENT

NOTES:
1. ALL BOXED ELEVATIONS ARE PROPOSED.



Building Data

Lot Area	136299	sqft
Main Floor Area (exist)	7536	sqft
Mezanine, proposed	600	sqft
Open Porch Area (exist)	1928	sqft
Number of Residents, proposed	39	
Number of Parking Spots, proposed	32	
Number of ADA Parking, proposed	2	
Parking rate, proposed	254	sqft/spot

1 GRADING & PAVING
SITE PLAN
SCALE: 1"=15'

NOTE:
CONTRACTOR TO CALL (811) BEFORE ANY DIGGING.

0 15 30 45 60 75
1"=15'

LIGHTING
LT-1 PHILLPS GARDCO LED TYPE 3, 25' MOUNTING HEIGHT, SEE C3.0 & C3.1.

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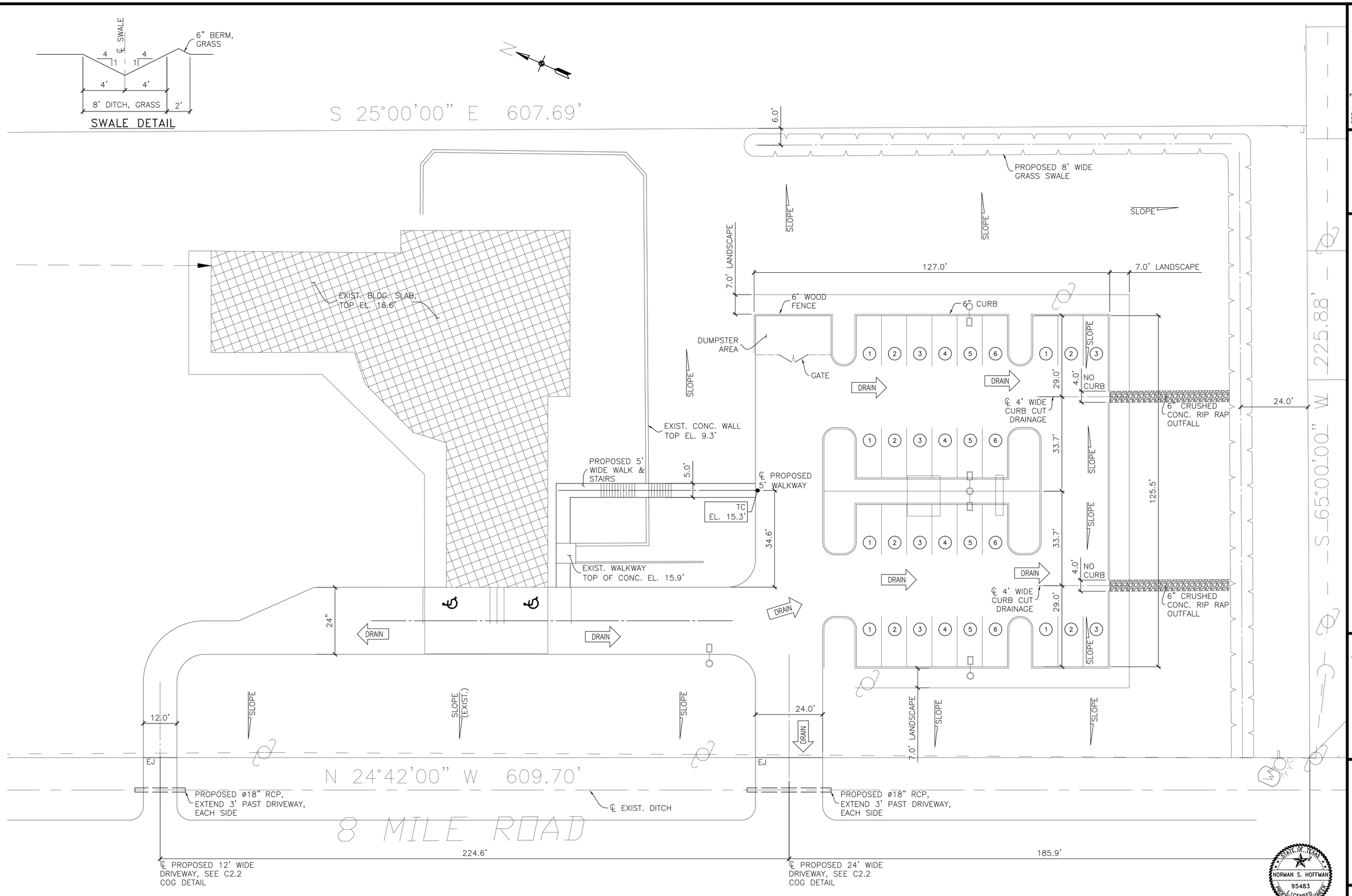
SHEET NO.
C1.0



1 DRAINAGE SITE PLAN
SCALE: 1"=15'

NOTE:
CONTRACTOR TO CALL (811) BEFORE ANY DIGGING.

0 15 30 45 60 75
1"=15'

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SHEET NO.
C1.2

Recommended Tree Species for Right-of-Way Plantings

Large/Medium Trees & Palms

- live oak (*Quercus virginiana*)
- baldcypress (*Taxodium distichum*)
- Montezuma baldcypress (*Taxodium mucronatum*)
- cedar elm (*Ulmus crassifolia*)
- pecan (*Carya illinoinensis*)
- magnolia (*Magnolia grandiflora*)
- bur oak (*Quercus macrocarpa*)
- overcup oak (*Quercus lyrata*)
- Compton's oak (*Quercus x comptoniae = Q. virginiana X Q. lyrata*)
- Mexican sycamore (*Platanus mexicana*)
- anacua (*Ehretia anacua*)
- Texas ebony (*Ebenopsis ebano or Pithecellobium flexicaule*)
- Italian stone pine (*Pinus pinea*)
- Texas sabal palm (*Sabal mexicana*)
- California fanpalm (*Washingtonia filifera*)
- Canary Island date palm (*Phoenix canariensis*)
- Florida sabal palm (*Sabal palmetto*)

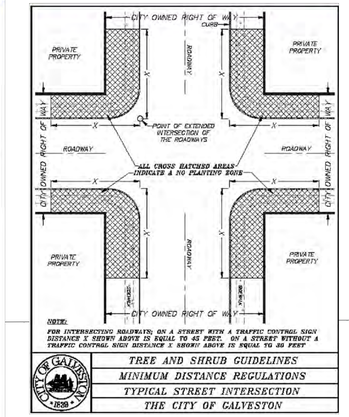
Small Trees (<20' tall at maturity)

- yaupon (*Ilex vomitoria*)
- crapemyrtle (*Lagerstroemia indica*)
- Jerusalem-thorn or retama (*Parkinsonia aculeata*)
- Desert-willow (*Chilopsis linearis*)
- possumhaw (*Ilex decidua*)
- Eve's-necklace (*Sophora affinis or Styphnolobium affine*)
- orchidtree (*Bauhinia spp.*)
- Japanese black pine (*Pinus thunbergii*)
- flameleaf sumac (*Rhus lanceolata*)

Species to <u>Avoid</u> in the City ROW

- oleander (*Nerium oleander*)
- Japanese yew (*Podocarpus macrophyllus*)
- windmill palm (*Trachycarpus fortunei*)
- Chinese tallowtree (*Triadica sebifera or Sapium sebiferum*)
- saltcedar (*Tamarix spp.*)
- Arizona ash (*Fraxinus velutina*)
- Japanese or Chinese privet (*Ligustrum spp.*)
- Willow species (*Salix spp.*)
- Rubbertree (*Ficus elastica*)
- all bamboo species
- palms w/ less than 5' clear trunk
- any shrub species maintained as a shrub

Intersection Diagram



Replanting In the City Right-of-Way

A Property Owner's Guide

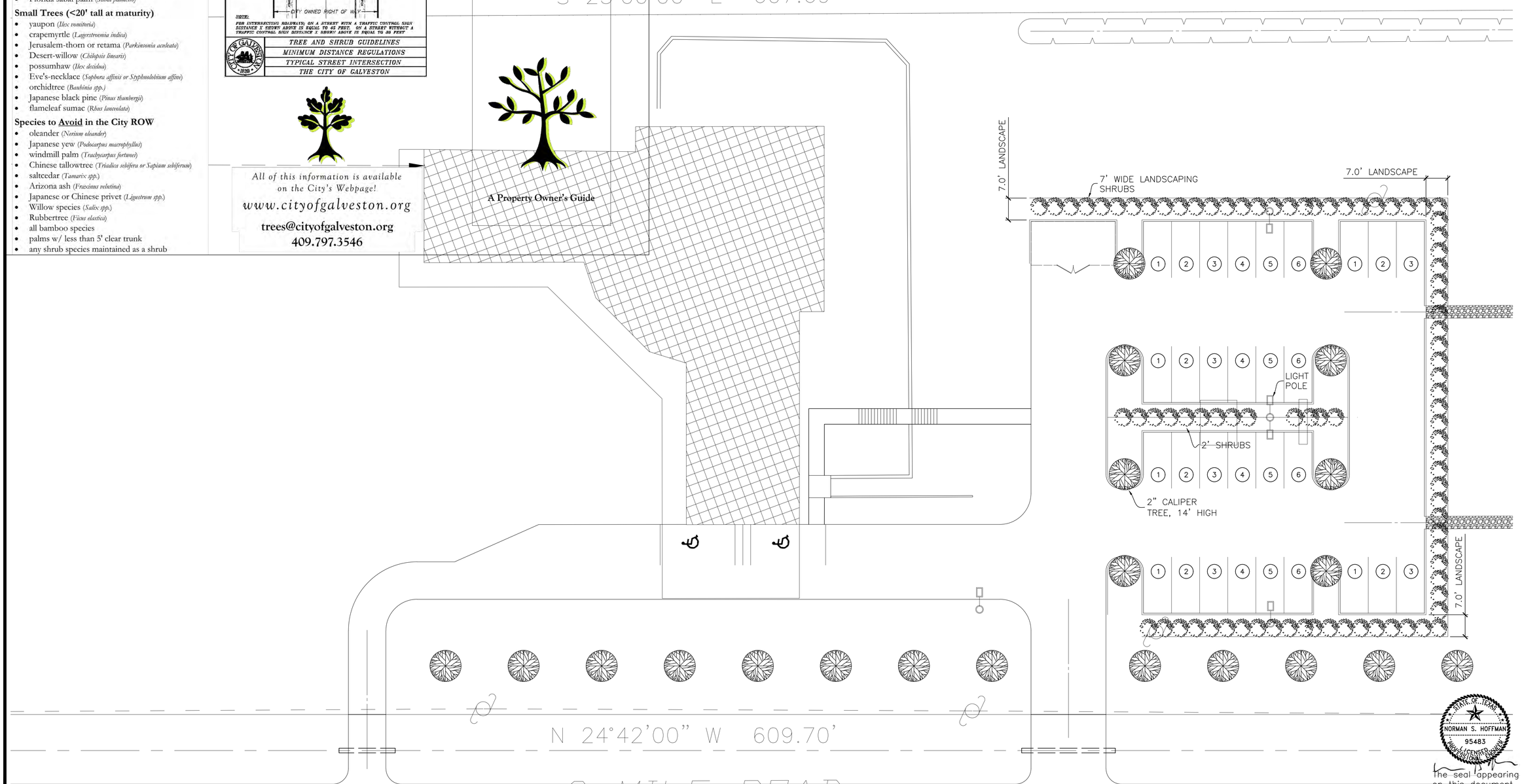
All of this information is available on the City's Webpage!

www.cityofgalveston.org

trees@cityofgalveston.org

409.797.3546

NOTE:
WORK IN PUBLIC R.O.W. SHALL BE BUILT TO C.O.G. STANDARDS. SEE CIVIL NOTES ON C0.1



1 LANDSCAPE SITE PLAN
SCALE: 1"=15'

NOTE:
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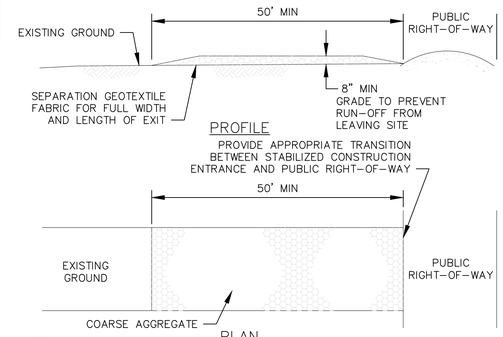
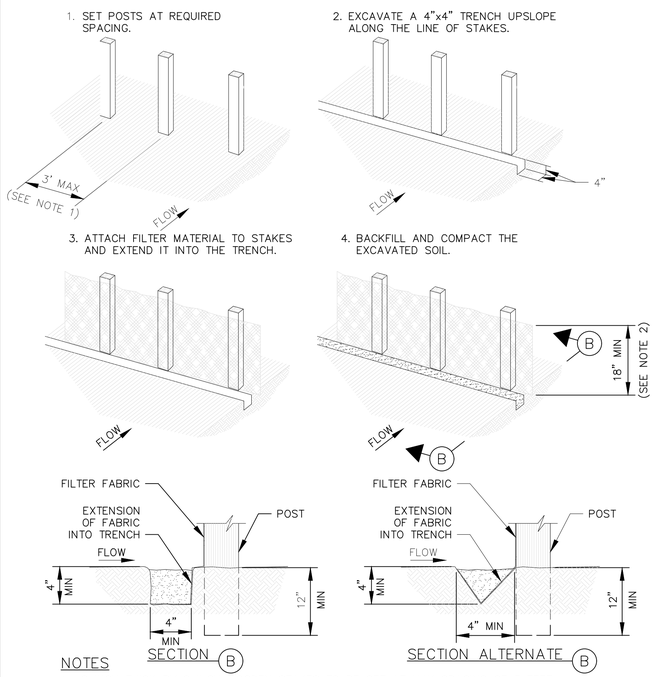


NOTES

1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. THICKNESS SHALL BE NOT LESS THAN 8 INCHES.
3. WIDTH SHALL BE NOT LESS FULL WIDTH OF ALL POINTS OF INGRESS OR ENGRESS.
4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
5. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.
6. STABILIZED CONSTRUCTION EXIT SHALL BE MAINTAINED FREE OF SEDIMENT FOR THE DURATION OF THE PROJECT.

STABILIZED CONSTRUCTION EXIT

NTS

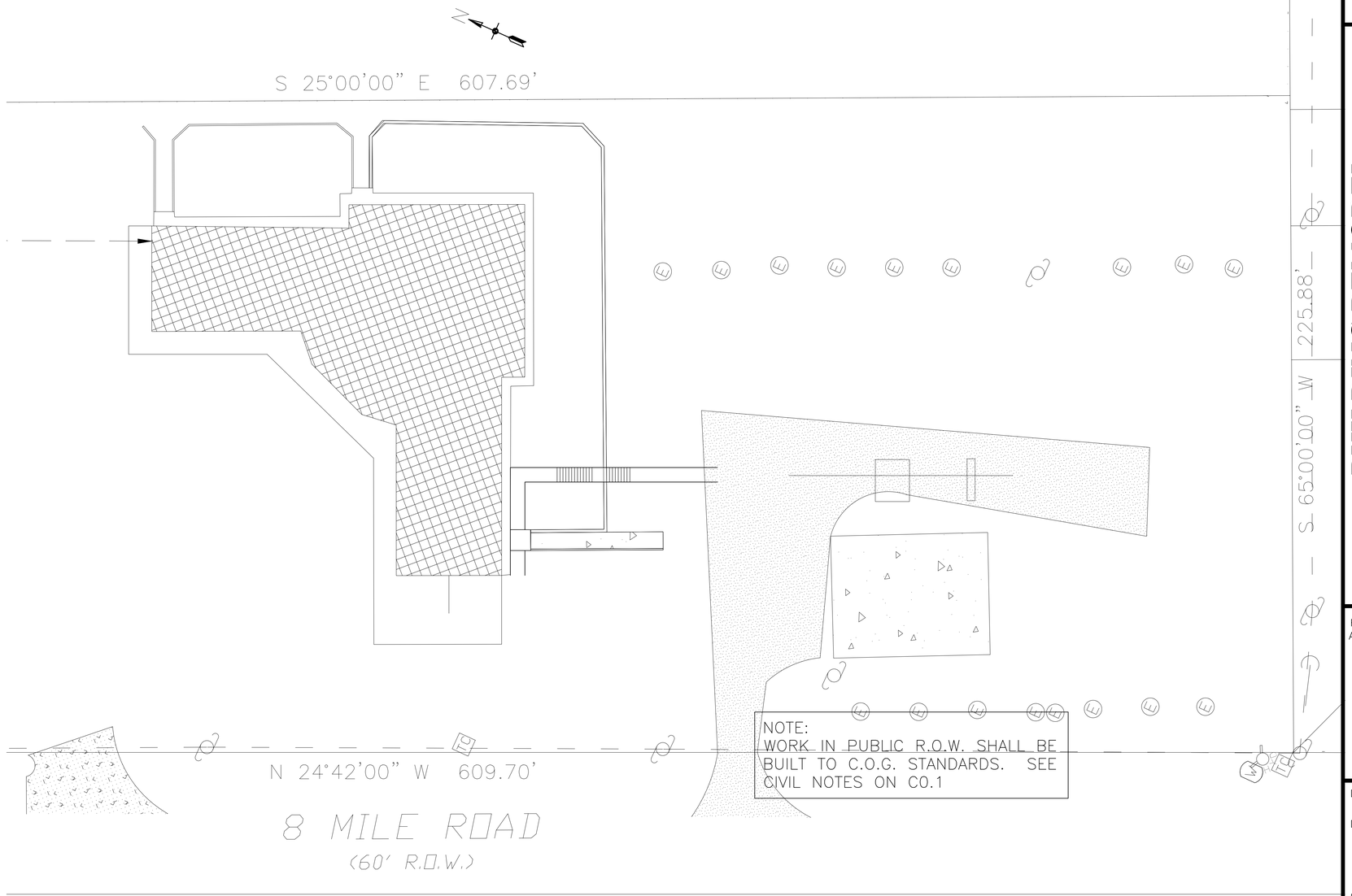


NOTES

1. 2 INCH THICK BY 2 INCH WOODEN STAKES TO BE SET AT MAX SPACING OF 3 FEET AND EMBEDDED A MIN OF 8 INCHES. IF PRE ASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF POST MAY BE INCREASED TO 8 FEET MAX.
2. ATTACH FILTER FABRIC TO WOODED STAKES. FILTER FABRIC FENCE SHALL HAVE A MIN HEIGHT OF 18 INCHES AND MAX HEIGHT OF 36 INCHES ABOVE NATURAL GROUND.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE POSTS AND FOLDED.
4. MINIMUM HEIGHT OF FILTER SHOULD BE 18 INCHES AND A MAXIMUM OF 36 INCHES ABOVE NATURAL GROUND.
5. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH EACH OTHER THEY SHALL BE OVERLAPPED 6 INCHES AT THE POSTS AND FOLDED.

FILTER FABRIC FENCE

NTS



NOTE:
WORK IN PUBLIC R.O.W. SHALL BE BUILT TO C.O.G. STANDARDS. SEE CIVIL NOTES ON C0.1

1 FILTER FABIC FENCE
SITE PLAN
SCALE: 1"=20'

NOTE:
CONTRACTOR TO CALL (811) BEFORE ANY DIGGING.

0 20 40 60 80 100
1"=20'

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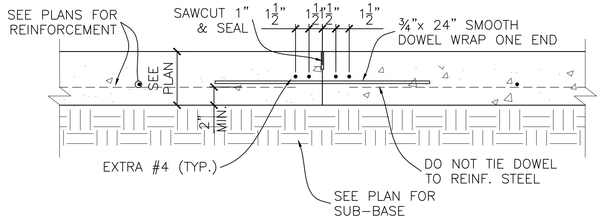
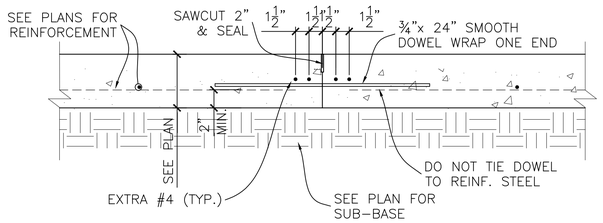
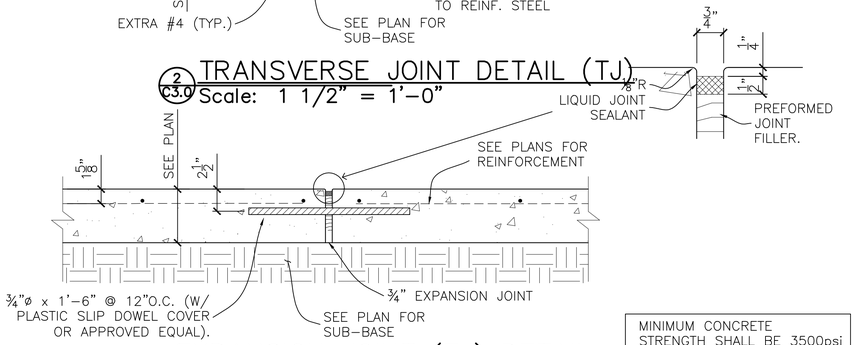
SHEET NO.
C1.3



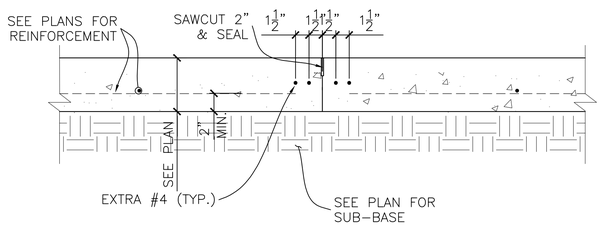
1 C3.0 LONGITUDINAL JOINT DETAIL (LJ)
Scale: 1 1/2" = 1'-0"



2 C3.0 TRANSVERSE JOINT DETAIL (TJ)
Scale: 1 1/2" = 1'-0"



3 C3.0 EXPANSION JOINT (EJ) DETAIL
Scale: 1 1/2" = 1'-0"



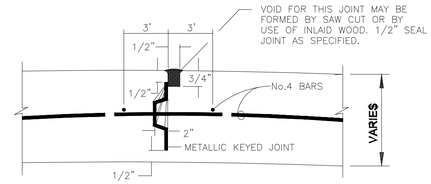
4 C3.0 CONTROL JOINT (CJ) DETAIL
Scale: 1 1/2" = 1'-0"

MINIMUM CONCRETE STRENGTH SHALL BE 3500psi W/ 3" SLUMP MAX.

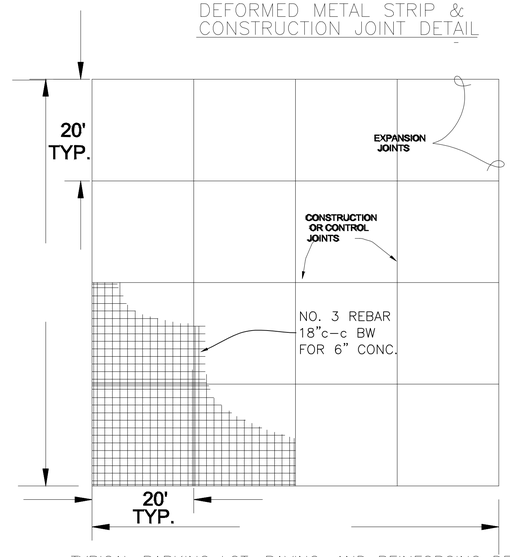
LIME STABILIZATION RATE IS 27 lb/ SQ. YD.

NOTES:

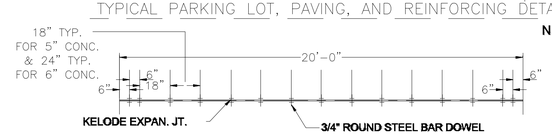
1. SAW CUTTING OF CONTRACTION JOINTS MUST BE PERFORMED BY CONTRACTOR WITHIN 16 HOURS FROM CONCRETE PAVEMENT POUR.



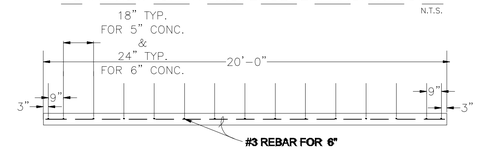
DEFORMED METAL STRIP & CONSTRUCTION JOINT DETAIL



TYPICAL PARKING LOT, PAVING, AND REINFORCING DETAIL
N.T.S



PLAN VIEW OF TRANSVERSE EXPANSION JOINT
N.T.S.



REBAR SPACING DETAIL – TYP. 20' SECTION
N.T.S.

NOTES:

1. DOWELS FOR PAVEMENT EXPANSION JOINTS SHALL BE 3/4" ø FOR 6" TO LESS THAN 7" PAVEMENT THICKNESS, 1" ø FOR 7" TO LESS THAN 9" PAVEMENT THICKNESS AND 1 1/4" ø FOR 9" OR GREATER PAVEMENT THICKNESS.
2. EXPANSION JOINT SHALL BE PLACED AT THE END OF EACH CURB RETURN AND AT MAXIMUM 80' SPACING.
3. ALL JOINT SEAL MATERIAL SHALL BE ASPHALT RUBBER IN ACCORDANCE WITH ASTM DESIGNATION D3405.
4. IF DEFORMED METAL STRIPS ARE ALLOWED, THEY SHALL BE STAKED IN PLACE WITH #3 BARS.

ASSUMPTIONS FOR PAVEMENT ANALYSIS

1.0 Traffic Conditions – (National Crushed Stone Assoc.)

1.01 Parking Lots

Light traffic – Few vehicles heavier than cars. No regular use by trucks.

Daily EAL = 6 or less

1.02 Medium Duty Access Lanes

Medium–Light traffic – Maximum of 1,000 vehicles per day, including not more than 10 percent two axle loaded trucks or larger vehicles carrying light loads or empty.

Daily EAL = 6 to 20

1.03 Heavy Duty Access Drives

Heavy Duty traffic – Maximum of 3,000 vehicles per day, including not more than 10 percent two axle trucks or 1 percent heavy trucks with three or more axles.

Daily EAL = 21 to 75

2.0 Flexible Base Pavement

2.01 Saturated CBR of natural sandy clay subgrade: 3

2.02 CBR of imported sandy clay subgrade: 6

3.0 Rigid Pavement

3.01 Modulus of subgrade reaction: 100 pci (imported sandy clay subgrade)

3.02 Modulus of rupture: 500 psi at 7 days (concrete)

PAVEMENT MATERIAL

1.0 Limestone Base – Base material shall be composed of crushed limestone meeting the requirements of grade 1 in the Texas Department of transportation (TXDOT) 2004 Standard Specifications Item 247. The limestone shall be compacted to a minimum of 95 percent of the maximum density as determined by the Standard moisture/density relation (ASTM D698).

4.0 Concrete – The materials and properties of concrete shall meet the applicable requirements in the ACI Manual of Concrete Practice. The concrete shall have a minimum modulus of rupture of 500 psi at 28 days. Concrete with a compressive strength of at least 4,000 psi will meet these criteria. The mixture shall contain 3 to 5 percent entrained air.

ASSUMPTIONS FOR PAVEMENT ANALYSIS

1.0 Traffic Conditions – (National Crushed Stone Assoc.)

1.01 Parking Lots

Light traffic – Few vehicles heavier than cars. No regular use by trucks.

Daily EAL = 6 or less

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2.02 CBR of imported sandy clay subgrade: 6

3.0 Rigid Pavement

3.01 Modulus of subgrade reaction: 100 pci.

3.02 Modulus of rupture: 500 psi at 7 days (concrete)

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REG # F-11156
P.O. Box 55171 Galveston, Texas 77555
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BUILDING REMODEL
FOR SERENITY ISLE OF GALVESTON, LLC
11279 STEWART ROAD
GALVESTON, TEXAS

REVISIONS
A FOR PRELIMINARY REVIEW

DATE
17 AUGUST, 2020

DESCRIPTION

DRAWN BY GD

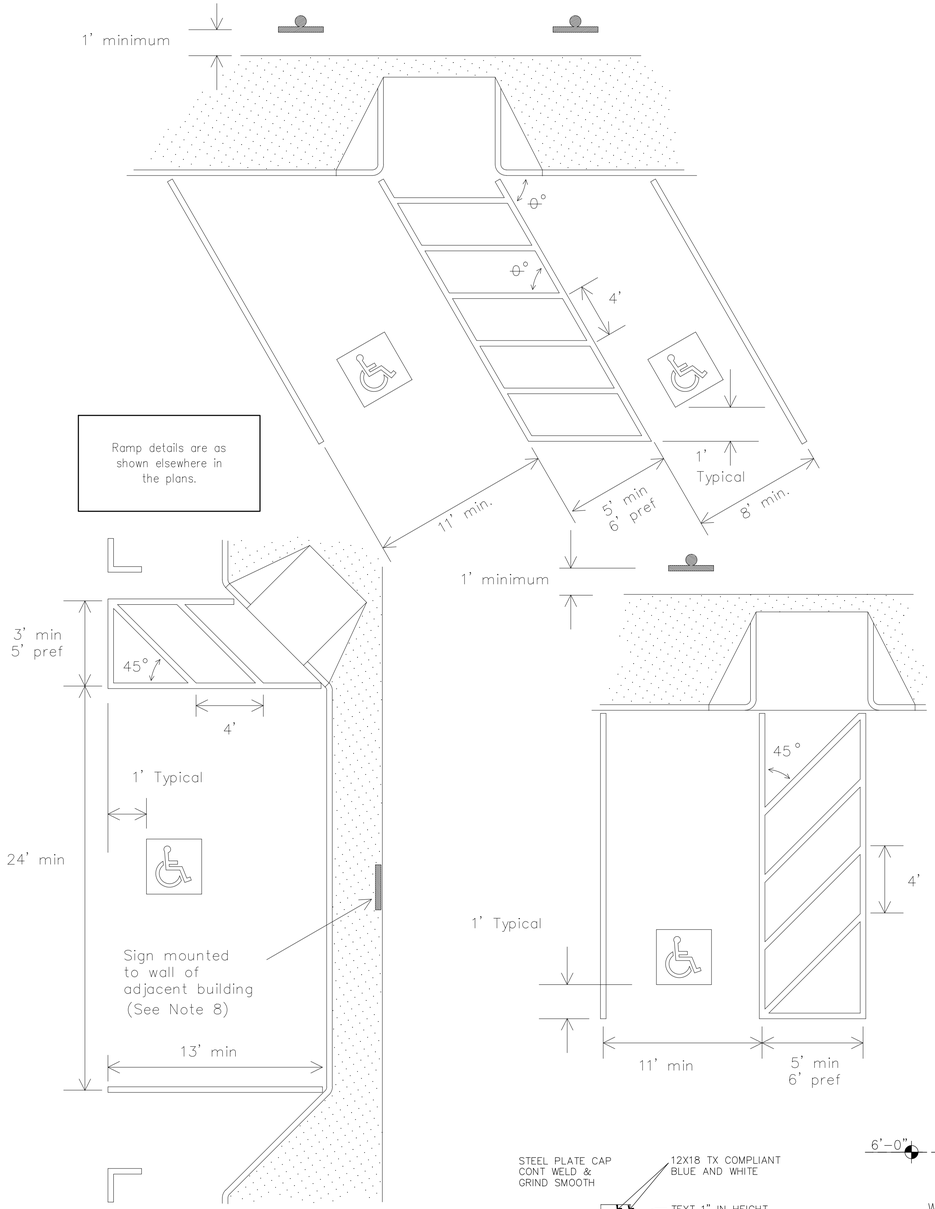
APPROVED BY NH

SHEET NO.
C2.0

STATE OF TEXAS
NORMAN S. HOFFMAN
95483
LICENSED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by NORMAN HOFFMAN P.E. 95483 10/10/2019

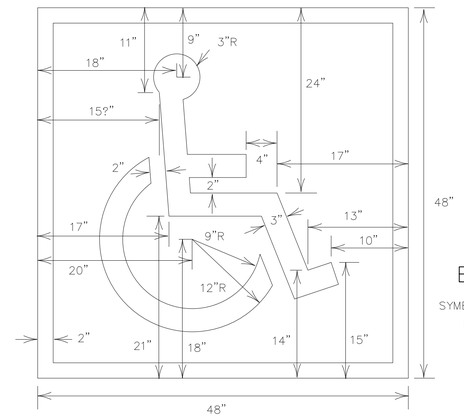
TYPICAL ACCESSIBLE PARKING SPACE DIMENSIONS



DRAWING NOTES:

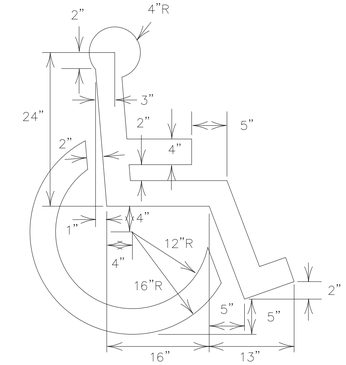
1. CHANGES IN LEVEL OF 1/4 INCH (6.4 MM) HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL.
2. CHANGES IN LEVEL BETWEEN 1/4 INCH (6.4 MM) HIGH MINIMUM AND 1/2 INCH (13 MM) HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.
3. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48.

PAVEMENT MARKINGS



With Background

SYMBOL & BORDER: WHITE
BACKGROUND: BLUE



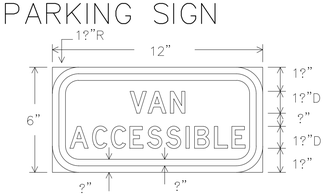
Symbol Only

SYMBOL: BLUE OR WHITE

HANDICAPPED PARKING SIGN

R7–8a

LEGEND AND BORDER: GREEN
WHITE SYMBOL ON BLUE BACKGROUND
BACKGROUND: WHITE



R7–8 plaque

LEGEND AND BORDER: GREEN
BACKGROUND: WHITE

SPECIFICATION REFERENCE TABLE	
MATERIALS AND TESTS DIVISION SPECIFICATIONS	
ALUMINUM SIGN BLANKS	D–9–7110
REFLECTIVE SHEETING, TYPE C (HIGH SPECIFIC INTENSITY)	D–9–8300

GENERAL SIGN NOTES:

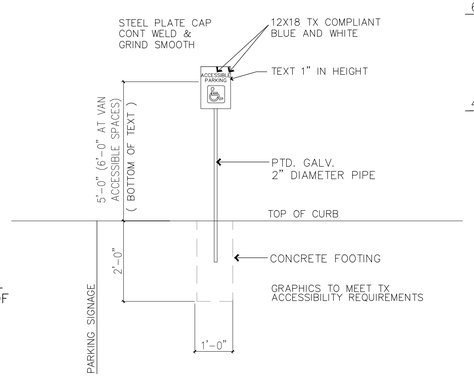
The Alphabets and lateral spacing between letters and numerals shall conform with the Texas "Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition, and any approved changes thereto. Lateral spacing of text shall provide a balanced appearance. All materials shall conform to Department Specifications.

Legend shall be applied by screening process of black and/or transparent colored ink, cut–out black vinyl non–reflective decal sheeting and/or reflective sheeting or combination thereof. Background shall be white reflective sheeting (Type C).

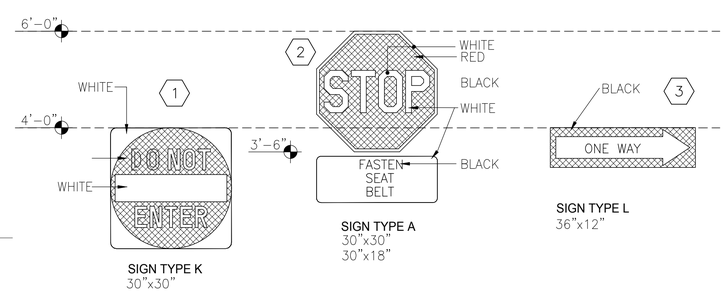
Sign blanks shall be one piece 0.08 inch thick sheet aluminum alloy (Type A). unless other–wise noted elsewhere in the plans.

GENERAL NOTES:

1. All parking space limit lines shall be 4" solid white lines.
2. Aisle markings shown are examples only. Other methods to indicate a NO PARKING area are acceptable. Aisle markings shall be white.
3. Dimensions of limit lines, aisle markings, and symbol (with or without background) may vary + 10%.
4. Pavement marking symbols (with background):
   a) are REQUIRED unless stated elsewhere in the plans,
   b) should be placed toward the far end of the parking spaces so as to be visible to motorists in the travel lane,
   c) may be painted or prefabricated material, and
   d) shall be 30" x 30" minimum.
5. With approval of the Engineer, prefabricated pavement marking symbols with background of other dimensions exceeding the 30" x 30" minimum may be used. Alternative designs shall include a proportion sized symbol of accessibility, and shall conform to the illustrated colors for background, symbol and border.
6. An R7–8 sign:
   a) shall be REQUIRED for each accessible parking space,
   b) shall NOT be placed between two accessible parking spaces,
   c) shall NOT be placed in a location that restricts movement of wheelchairs within the adjacent sidewalk, and
   d) shall have a minimum mounting height of 7 feet. If mounted to wall or located so as not to be near pedestrian traffic minimum mounting height may be 7 feet.
7. Post mounted signs should be placed approximately 1 foot (or greater) behind the curb to prevent damage from vehicle overhang.
8. Signs may be mounted directly to an adjacent wall of a building when post mounting is impractical.

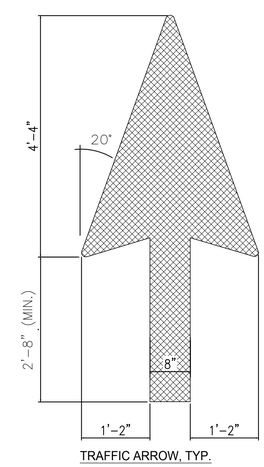


SIGN MOUNTING HEIGHT



FABRICATE ALL SIGN PANELS OF 16 ga. ALUM. POST MOUNT: USE NON–CORROSIVE 3/8" MACHINE BOLTS W/ WASHERS, 2 PER SIGN. WALL MOUNT: USE NON–CORROSIVE 3/8" LAG BOLTS W/ LEAD EXPANSION SHIELDS, 4 PER SIGN.

1 C2.1 TRAFFIC SIGN DETAIL
Scale: N.T.S.



TRAFFIC ARROW, TYP.

USE NON–REFLECTIVE WHITE PAINT, TYP. BUT USE YELLOW PAINT ON CONCRETE OR OTHER SURFACES WHERE WHITE PAINT DOES NOT PROVIDE SUFFICIENT CONTRAST.

2 C2.1 TRAFFIC ARROW DETAIL
Scale: N.T.S.

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BUILDING REMODEL

FOR SERENITY ISLE OF GALVESTON, LLC
11279 STEWART ROAD
GALVESTON, TEXAS

REVISIONS
A FOR PRELIMINARY REVIEW

DATE
~~7~~ AUGUST, 2020

DESCRIPTION

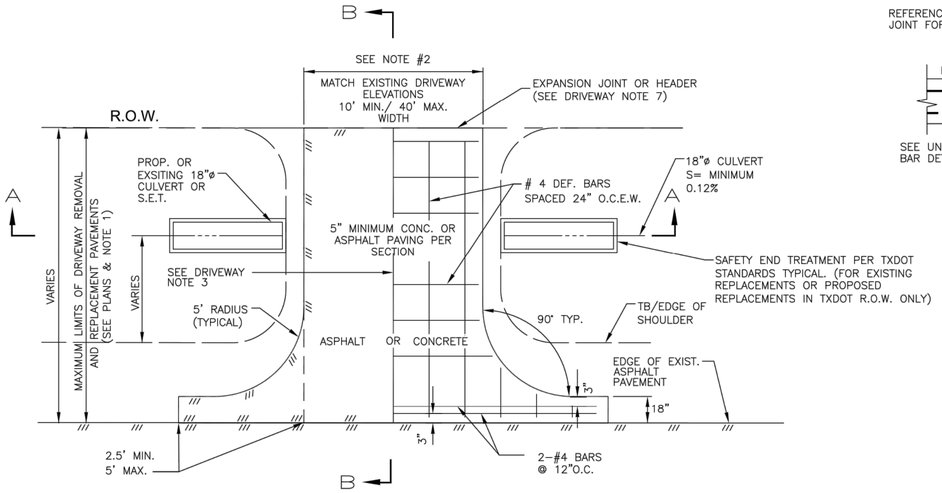
DRAWN BY GD

APPROVED BY NH

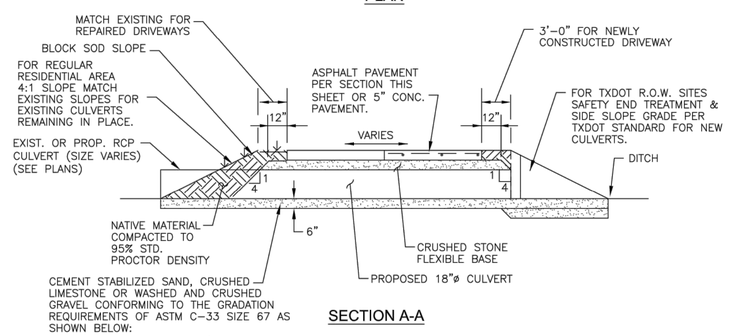
SHEET NO.
C2.1

STATE OF TEXAS
NORMAN S. HOFFMAN
95483
LICENSED
PROFESSIONAL ENGINEER

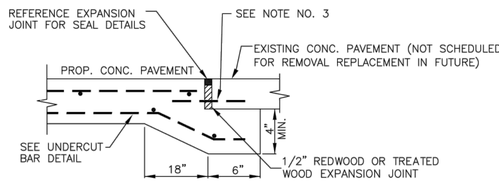
The seal appearing on this document was authorized by NORMAN HOFFMAN P.E. 95483 10/10/2019



PLAN

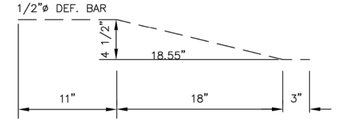


SECTION A-A

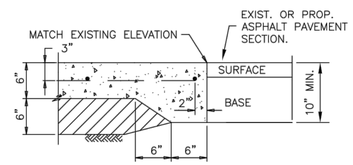


TYPE I PAVING HEADER DETAIL

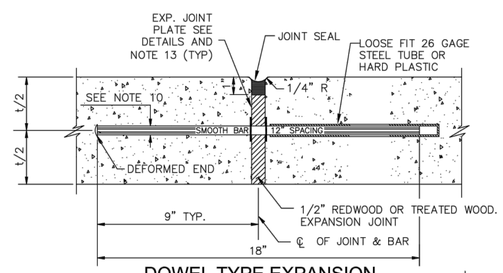
SCALE: NTS



UNDERCUT BAR DETAIL



CONCRETE TO ASPHALT TYPE II PAVING HEADER



DOWEL TYPE EXPANSION JOINT DETAIL

SCALE: 3"=1'-0"

DRIVEWAY NOTES:

1. IN THE EVENT TOTAL DRIVEWAY AND/OR CULVERT REMOVAL & REPLACEMENT IS REQUIRED, IT SHALL BE DONE PER DETAILS ON THIS SHEET. ASPHALT DRIVEWAYS IN TXDOT R.O.W. SHALL MATCH TXDOT PAVEMENT SECTION.

2. THE MAXIMUM LIMIT OF DRIVEWAY REMOVAL AND REPLACEMENT SHALL BE LOCATED AT THE RIGHT-OF-WAY UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER (SEE NOTE 7).

3. DRIVEWAYS SHALL BE CONSTRUCTED TO MATCH EXISTING DRIVEWAY WIDTH MEASURED AT THE RIGHT-OF-WAY TO A MAXIMUM WIDTH OF 40'-0". WHEN DRIVEWAY EXCEEDS 20'-0" IN WIDTH, A 3/4" REDWOOD BOARD EXPANSION JOINT W/ STEEL RUNNING THROUGH IT, OR APPROVED EQUAL, SHALL BE INSTALLED THE FULL LENGTH OF THE DRIVEWAY. EXCEPTIONS WILL BE MADE ON A CASE BY CASE BASIS BY CITY ENGINEER'S OFFICE.

4. PROPOSED DRIVEWAY FINISH SURFACE MATERIAL SHALL MATCH EXISTING MATERIALS SUCH AS PEA GRAVEL, INLAID BRICK, STAMPED OR COLORED CONCRETE. EXISTING ASPHALT, SHELL, SHELLCRETE, DIRT, GRAVEL OR GRASS DRIVEWAYS SHALL BE REPAIRED IN KIND AS REQUIRED UNLESS OTHERWISE SHOWN ON PLANS. ASPHALT DRIVEWAYS SHALL BE REPAIRED PER PROPOSED PAVEMENT REPLACEMENT SECTION.

5. DRIVEWAYS SHALL BE MATCHED TO STREET PAVEMENT ELEVATIONS.

6. NATIVE MATERIALS SHALL BE USED AS A BASE LEVELER AND /OR AS BACKFILL REQUIRED WHEN OVER EXCAVATION OCCURS DUE TO POOR SOILS OR ANY OTHER CONDITION RESULTING IN OVER EXCAVATION OF DRIVEWAYS. NATIVE MATERIALS SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.

7. WHERE TYING INTO EXISTING CONCRETE DRIVEWAY AND CONDITION OF EXISTING DRIVEWAY ALLOWS, PROVIDE 1x4" REDWOOD BOARD W/24" LONG #4 DEFORMED BARS @ 12" O.C.E.W. THROUGH IT DRILLED INTO EXISTING DRIVEWAY. WHERE EXISTING CONCRETE IS IN POOR CONDITION PROVIDE TYPE II PAVING HEADER (DRIVEWAYS ONLY).

8. FILL AT CULVERTS SHALL BE CONTROLLED BY 4H:1V SL OPE RATHER THAN DRIVEWAY SHOULDER WIDTH TO MINIMIZE AMOUNT OF CULVERT PIPE EXPOSED. FOR DRIVEWAYS IN FM3005 R.O.W., SLOPES SHALL CONFORM TO TXDOT STANDARDS. (SEE NOTE 9)

9. IN THE EVENT TOTAL CULVERT REMOVAL IS REQUIRED, SAFETY END TREATMENTS SHALL BE REPLACED OR ADDED PER TXDOT STANDARDS IF NONE EXISTED AT NO SEPARATE PAY. (APPLICABLE TO DRIVEWAYS IN TXDOT R.O.W. ONLY)

10. DOWELS FOR PAVEMENT EXPANSION JOINTS SHALL BE 1" DIA. FOR 6" PAVEMENT THICKNESS.

11. ALL JOINT SEAL MATERIAL SHALL BE HOT POURED ASPHALT RUBBER OR AS APPROVED IN ACCORDANCE W/ ASTM DESIGNATION D3405.

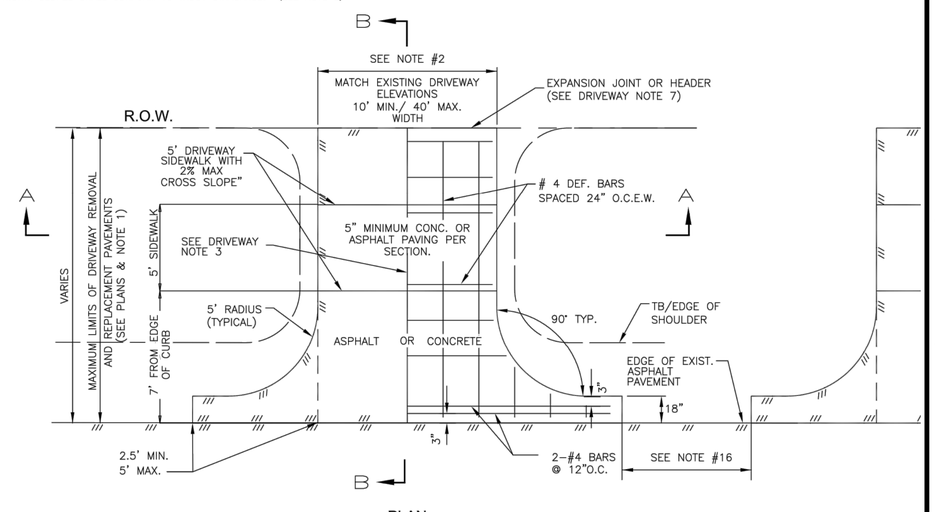
12. DEFORMED METAL STRIPS SHALL BE STAKED IN PLACE W/ #3 BARS.

13. PRE-MANUFACTURED JOINT PLATE, TWO PER LOAD TRANSFER DEVICE, LOOSE FIT ON EXPANSION END AND TACK WELD TO FIXED END.

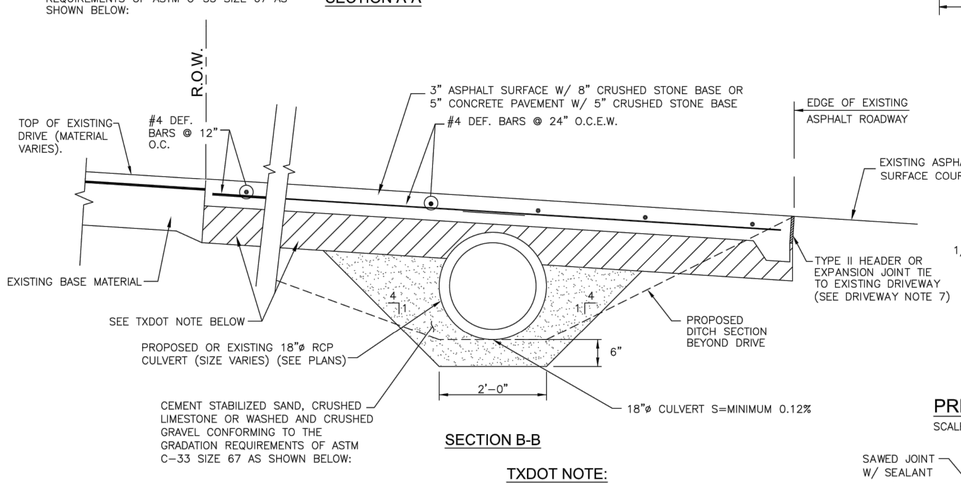
14. PROVIDE 3/4" (5" THICK PAVEMENT) DIAMETER SMOOTH STEEL BAR, 20" LONG ON 12" CENTERS. END DIAMETER SMOOTH STEEL BAR, 20" LONG ON 12" CENTERS. END TREATMENT SHALL MATCH EXPANSION JOINT ADJACENT TO HEADER. WHERE THE ADJACENT EXPANSION JOINT HAS A SLIP SLEEVE ADJACENT TO HEADER, DRILL HOLE AND DRIVE DOWEL INTO EXISTING PAVEMENT. WHERE ADJACENT EXPANSION JOINT HAS A SLIP SLEEVE OPPOSITE TO THE HEADER, DRILL AND EPOXY DOWEL INTO EXISTING PAVEMENT W/"PRO-ROC" OR EQUAL, AND PROVIDE SLIP SLEEVE ON EXPOSED END. WHEN TYPE II PAVING HEADER IS ADJACENT TO PROPOSED ASPHALT PAVEMENT, PLACEMENT OF EXPANSION JOINT AND SMOOTH BAR IS NOT APPLICABLE.

15. ALL PROPOSED SUBGRADE SHALL BE PROOF ROLLED. IF SOFTSPOTS OR WET SUBGRADE IS ENCOUNTERED TREAT IT WITH FLYASH TO ESTABLISH FIRM SUBGRADE.

16. PROPERTIES WITH TWO DRIVEWAYS SHALL MAINTAIN A 20' MIN. DISTANCE BETWEEN FLARES AT STREET.



PLAN



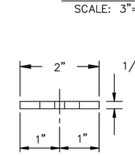
SECTION B-B

PASSING	1 INCH SIEVE	100%
PASSING	¾ INCH SIEVE	90 – 100%
PASSING	⅜ INCH SIEVE	20 – 55%
PASSING	NO. 4 SIEVE	0 – 10%
PASSING	NO. 8 SIEVE	0 – 5%

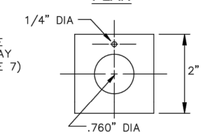
TXDOT NOTE:
6" MINIMUM CONRETE AND
ANY ASPHALT DRIVEWAYS TO BE REPAIRED/REPLACED IN TXDOT RIGHT-OF-WAY SHALL MATCH EXISTING TXDOT PAVEMENT SECTION. BASE MATERIAL FOR ASPHALT DRIVEWAYS SHALL BE CRUSHED LIMESTONE. CRUSHED RECYCLED CONCRETE IS NOT ACCEPTABLE TO TXDOT.

CONCRETE OR ASPHALT DRIVEWAY DETAIL

SCALE: NTS



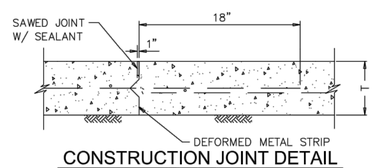
PLAN



ELEVATION

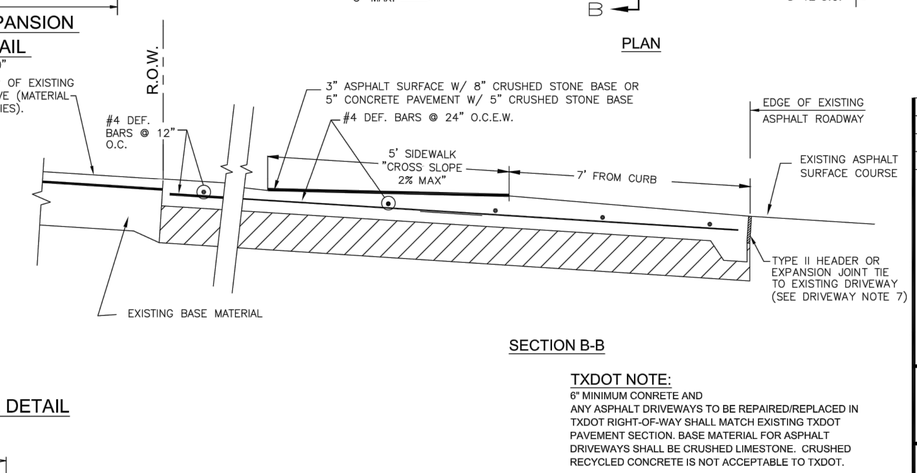
PRE-MFG. JOINT PLATE DETAIL

SCALE= NTS



CONSTRUCTION JOINT DETAIL

SCALE: 1 1/2"=1'-0"



SECTION B-B

TXDOT NOTE:
6" MINIMUM CONRETE AND
ANY ASPHALT DRIVEWAYS TO BE REPAIRED/REPLACED IN TXDOT RIGHT-OF-WAY SHALL MATCH EXISTING TXDOT PAVEMENT SECTION. BASE MATERIAL FOR ASPHALT DRIVEWAYS SHALL BE CRUSHED LIMESTONE. CRUSHED RECYCLED CONCRETE IS NOT ACCEPTABLE TO TXDOT.

CONCRETE OR ASPHALT DRIVEWAY DETAIL

SCALE: NTS

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BUILDING REMODEL

FOR SERENITY ISLE OF GALVESTON, LLC
11279 STEWART ROAD
GALVESTON, TEXAS

MK.	DESCRIPTION	DATE	DWN.

City Engineer

City of Galveston, Texas

Engineering Section

Driveway Construction Deta

SHEET NO.:
DATE: FEBRUARY, 2018
DWN BY: JR
CHKD BY: DRF

STATE OF TEXAS NORMAN S. HOFFMAN 95483 LICENSED PROFESSIONAL ENGINEER

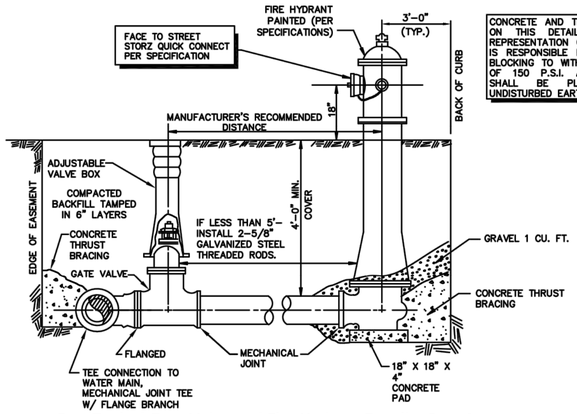
The seal appearing on this document was authorized by NORMAN HOFFMAN P.E. 95483 10/10/2019

REVISIONS
A FOR PRELIMINARY REVIEW

DATE 17 AUGUST, 2020
DESCRIPTION

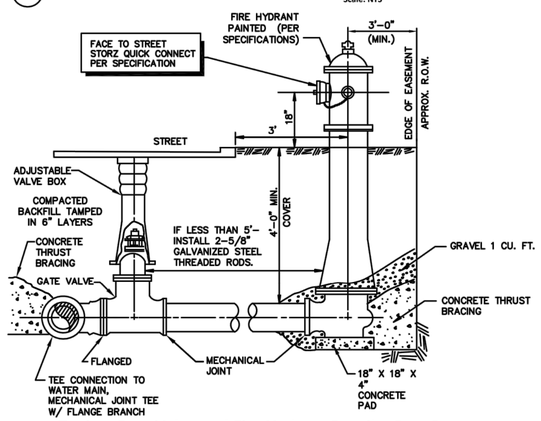
DRAWN BY GD
APPROVED BY NH

SHEET NO.
C2.2



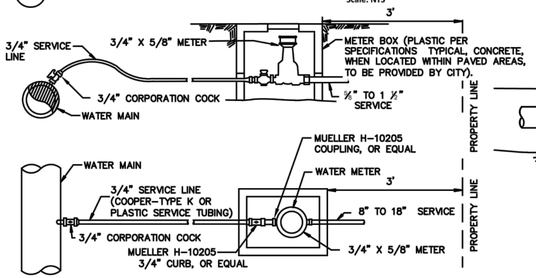
1 Typical Gate Valve and Fire Hydrant Details- Case 1

Scale: NTS



2 Typical Gate Valve and Fire Hydrant Details- Case 2

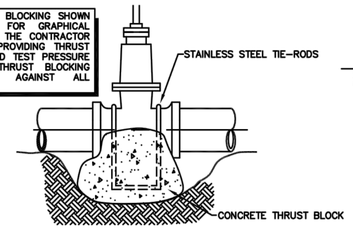
Scale: NTS



3 Small Meter Installation (Up to 1 1/2")

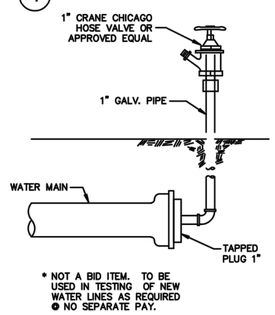
Scale: NTS

CONCRETE AND TIMBER BLOCKING SHOWN ON THIS DETAIL IS FOR GRAPHICAL REPRESENTATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THRUST BLOCKING TO WITHSTAND TEST PRESSURE OF 150 P.S.I. ALL THRUST BLOCKING SHALL BE PLACED AGAINST ALL UNDISTURBED EARTH.



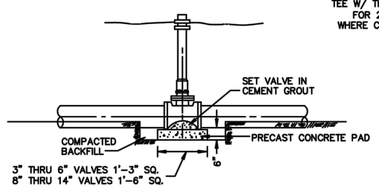
4 Thrust Blocking of In Line Valve Detail

Scale: NTS



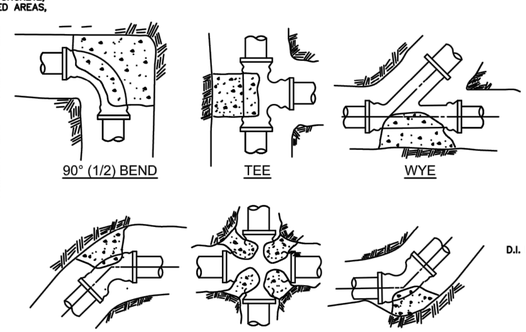
5 Blow Off Detail

Scale: NTS



6 Blocking for Valves 14" and Smaller

Scale: NTS

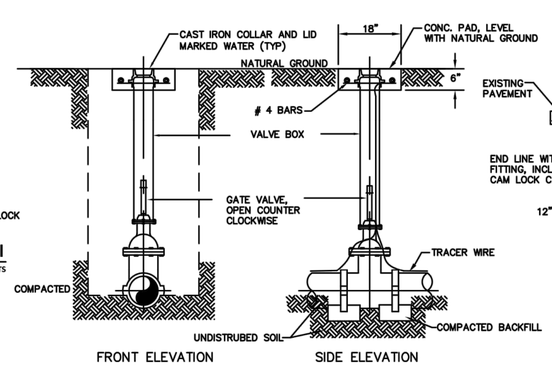


THRUST BLOCKING NOTES:

1. Size of Thrust Block to Be Adequate For Two Times, Test Pressure; That Is 250 P.S.I. No Separate Pay for Thrust Blocking.
2. Restrained Joint Piping Shall Be Used In All Areas Where New Pipe Has Less Than 4' Cover. All Vertical Bends Shall Have Restrained Joints.

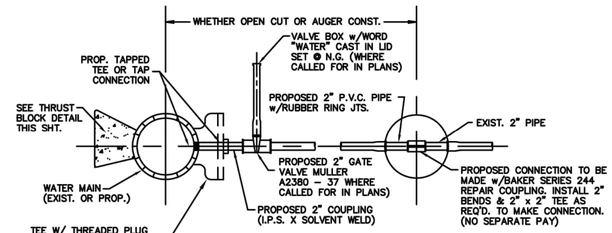
7 Typical Thrust Blocks

Scale: NTS



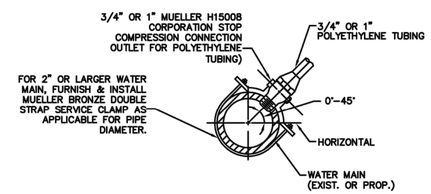
8 Gate Valve Installation Detail

Scale: 1:1



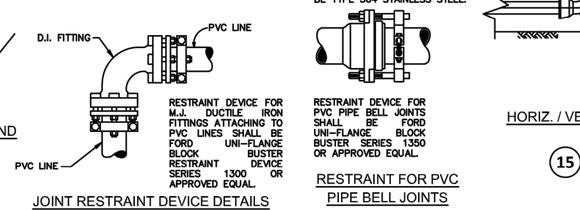
9 2" Water Line Connection Detail

Scale: NTS



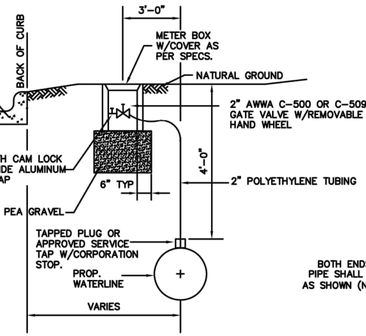
10 Service Clamp & Tap Detail

Scale: NTS



11 Mechanical Joint Fitting and PVC Pipe

Scale: NTS

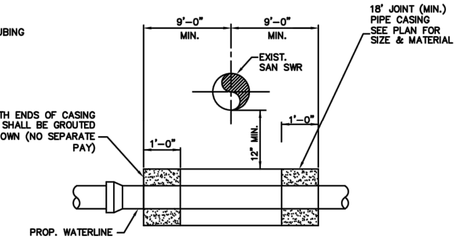


12 Blow Off Detail

Scale: NTS

MIN. WALL THICKNESS PIPE and FITTINGS	
4"	0.250"
6"	0.280"
8"	0.322"
12" and Larger	0.375"

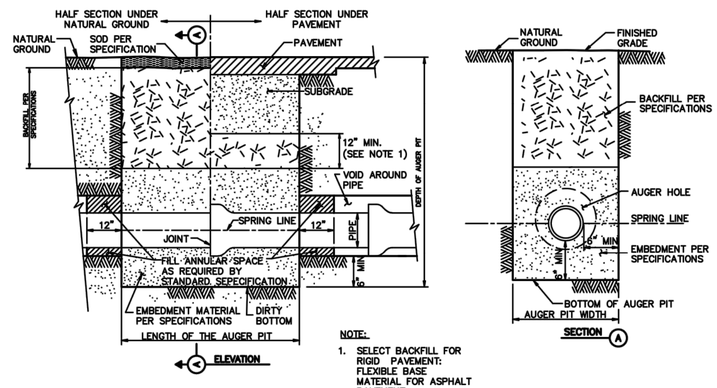
All Materials and Coatings to be in accordance with the Specifications. Insulated joint to be made up using Insulating Gaskets, Plastic Bolt Sleeves and Washers of Insulating Gaskets material backed with Cad-Plated Washers, or other methods approved by the Engineer.



13 Water Line Casing Pipe Detail for Sewer Crossings Clearance

(TO BE USED FOR CROSSING OVER OR UNDER EXISTING OR PROP. SANITARY SEWER MAIN WHERE 2' MIN. CLEARANCE CAN'T BE ACHIEVED OR AS CALLED FOR ON PLANS.)

Scale: NTS

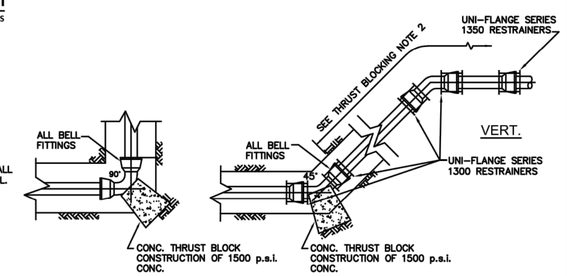


NOTE:

1. SELECT BACKFILL FOR RIGID PAVEMENT: FLEXIBLE BASE MATERIAL FOR ASPHALT PAVEMENT.

14 BEDDING AND BACKFILL AUGER PIT AND AUGER HOLE

Scale: NTS



15 Joint Restraint Details

Scale: NTS

GENERAL NOTES

1. WATER SERVICE NEEDS TO EXTEND BEHIND THE CURB AND TERMINATE AT THE METER BOX.
2. TAPPING SADDLES FOR WATER MAINS NEED TO BE SMITH-BLAIR STAINLESS STEEL TAPPING SLEEVE OR APPROVED EQUAL
3. IF WATER SERVICES ARE BEING SPLIT BETWEEN 2 RESIDENTIAL PROPERTIES, THEY SHOULD BE A MINIMUM OF 1-1/2" .
4. NO BUILT IN METER COUPLING ON THE CITY SIDE OF THE METER; IT SHOULD BE COMPRESSION BY IRON PIPE THREADS.

MK.	DESCRIPTION	DATE	DWN.	CHK.

City of Galveston, Texas

Department of Public Works

Water Line Construction Details

SHEET NO.: | SCALE: HORZ :NTS VERT :NTS ONE INCH | SHEET 1 OF

DATE: DECEMBER, 2016

DWN BY:

CHKD BY:

NORMAN S. HOFFMAN 95483 LICENSED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by NORMAN HOFFMAN P.E. 95483 10/10/2019

Ibis Engineering
REG # F-11156
P.O. Box 55171 Galveston, Texas 77555
PH 409.621.6740

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BUILDING REMODEL

FOR SERENITY ISLE OF GALVESTON, LLC

11279 STEWART ROAD

GALVESTON, TEXAS

REVISIONS

A FOR PRELIMINARY REVIEW

DATE 17 AUGUST, 2020

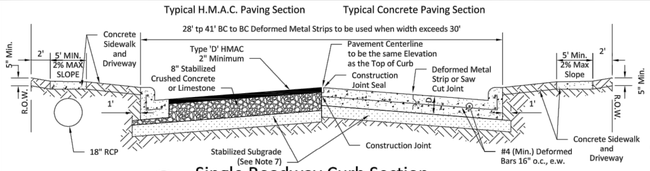
DESCRIPTION

DRAWN BY GD

APPROVED BY NH

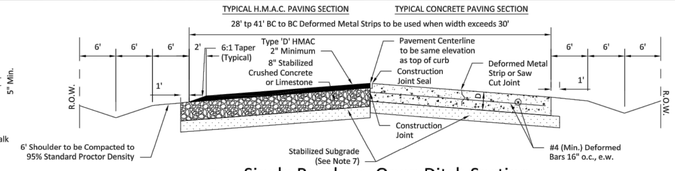
SHEET NO.

C2.3



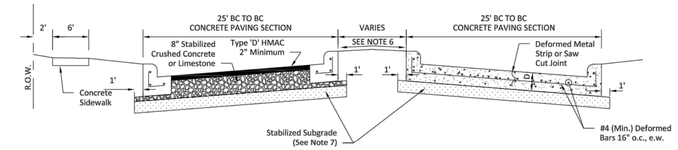
1 Single Roadway Curb Section

Scale: NTS



2 Single Roadway Open Ditch Section

Scale: NTS



3 Double Roadway Section

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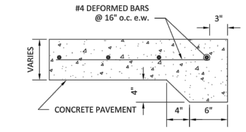


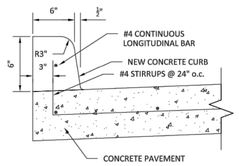
6 CONCRETE PAVING HEADER

NOTES:

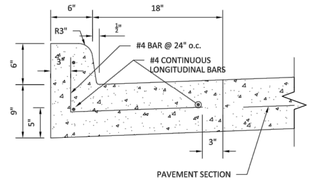
1. FOR ALL SIX (6) AND SEVEN (7) INCH PAVING USE #4 REBAR ON SIXTEEN (16) INCH CENTERS EACH WAY.
2. ALL REINFORCING BAR SHALL CONFORM TO ASTM A15-54T AND A305-53T.
3. THE LOCATION OF CONSTRUCTION JOINTS, CONTROL JOINTS AND DEFORMED STRIPS MAY BE VARIED, WITH THE APPROVAL OF THE CITY OF GALVESTON, TO SUIT THE PROPOSED CONSTRUCTION METHODS OF THE CONTRACTOR. THE MAXIMUM LENGTH BETWEEN LONGITUDINAL JOINTS SHALL NOT EXCEED 15'-0".
4. ALL PAVEMENT CROSS SECTION SHALL EITHER BE HYPERBOLIC OR TANGENT CROWN. MINIMUM SLOPE SHALL BE ONE-QUARTER ($\frac{1}{4}$) INCH PER FOOT.
5. D = SIX (6) INCH OR LOCAL ONLY. ALL OTHERS TO BE BASED ON GEOTECHINAL RECOMENDATIONS.
6. MINIMUM SLOPE FOR MEDIAN SHALL BE ONE-HALF ($\frac{1}{2}$) INCH PER FOOT.
7. STABILIZATION REQUIREMENTS TO BE SPECIFIED PER PROJECT SPECIFIC GEOTECHNICAL REPORT.

4 Concrete Curb

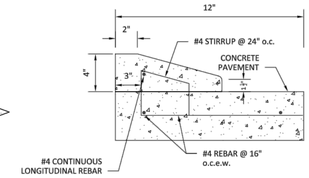
Scale: NTS



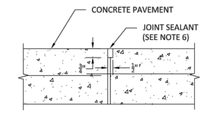
TYPE I - 6" CONCRETE CURB



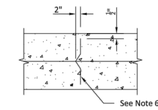
TYPE II - MONOLITHIC CONCRETE CURB AND GUTTER



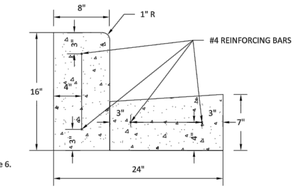
TYPE III - 4" X 12" CONCRETE CURB



CONSTRUCTION JOINT



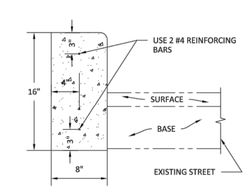
DEFORMED METAL STRIP



NOTES:
INSTALL 1/2" PREMOULDED EXPANSION JOINTS ON 40' SPACING, AT CURB INLETS, DRIVEWAYS, AND END OF CORNER RADIUS CURBS.

REINFORCING STEEL TO BE CUT OFF 2" CLEAR OF EXPANSION JOINTS AND ALL FORMS.

STANDARD CURB AND GUTTERPAN TYPE "A"



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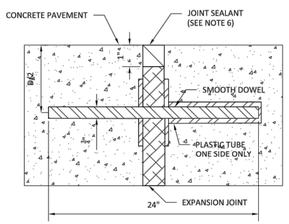
REINFORCING STEEL TO BE CUT OFF 2" CLEAR OF EXPANSION JOINTS AND ALL FORMS.

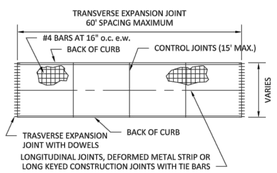
STANDARD CURB TYPE "A"



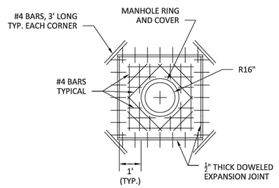
DOWEL EXPANSION JOINT

NOTES:

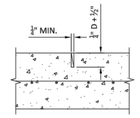
1. CANTILEVER TYPE, CAST MALLEABLE IRON LOAD TRANSMISSION UNIT-STARLUG MODEL D-27 OR EQUAL ON 22" o.c. ARE ACCEPTABLE ALTERNATIVES.
2. EXPANSION JOINT TO BE PLACED AT THE END OF EACH CURB RADIUS AND SPACED A MINIMUM OF 40'-0" APART. MATCH TO EXPANSION JOINTS IN PAVING PANELS.
3. STAKES FOR TRANSVERSE JOINTS SHALL NOT BE PLACED CLOSER THAN 6" TO A LONGITUDINAL JOINT. THE TOP OF STAKE SHALL NOT BE LESS THAN 1 $\frac{1}{2}$" BELOW THE FINISH SURFACE.
4. LOCATION OF CONSTRUCTION JOINTS AND DEFORMED STRIPS MAY BE VARIED WITH THE APPROVAL OF THE CITY, TO SUIT PROPOSED CONSTRUCTION OF THE CONTRACTOR.
5. CONTROL JOINTS SHALL BE SPACED AT A MAXIMUM OF 15'-0".
6. JOINTS AND SEALANTS SHALL ADHERE TO CITY OF GALVESTON TECHNICAL SPECIFICATION 02840 - CONCRETE PAVEMENT JOINTS.



PAVING DETAIL



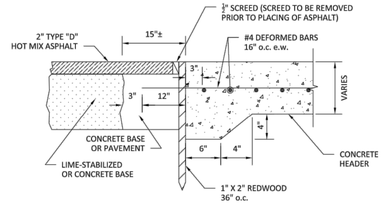
MANHOLE BLOCKOUT



CONTRACTION JOINT

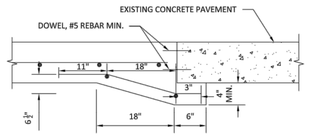
NOTES:

1. D = DEPTH OF CONCRETE.
2. SAW-CUT CONTRACTION JOINT TO DIMENSIONS SHOWN.

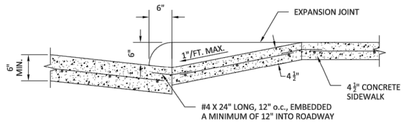


ASPHALT PAVING HEADER

PAVING HEADER



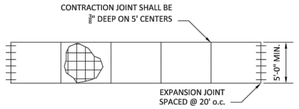
UNDERCUT DETAIL



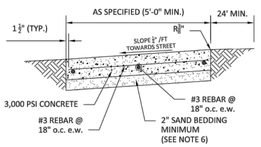
SIDEWALK & WHEEL CHAIR RAMP SECTION

5 Pavement Joints

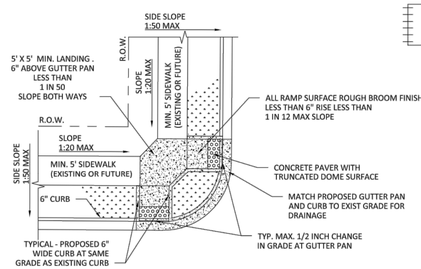
Scale: NTS



SIDEWALK PLAN VIEW



SIDEWALK SECTION



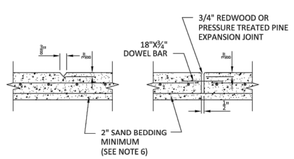
ACCESSIBLE CURB RAMP

NOTES:

1. CURB RAMPS AND WALKWAYS SHALL COMPLY WITH CURRENT TEXAS ACCESSIBILITY STANDARDS (TAS) AND THE ADA ACCESSIBILITY GUIDELINES (ADAAG)
2. WALKWAY AND RAMP SURFACE SHALL BE STABLE AND FIRM WITH A SLIP RESISTANT MEDIUM BROOM FINISH PERPENDICULAR TO THE DIRECTION OF TRAVEL. COMPLY WITH TAS 302.
3. ALL CUTOUTS MUST HAVE BARRICADES INSTALLED UNTIL WHEELCHAIR RAMPS ARE COMPLETED.
4. THE MINIMUM WIDTH OF THE RAMP SHALL BE 36" BUT MAY BE NOTED GREATER THAN 36".
5. CHANGES IN LEVEL UP TO 1/4 IN (6 MM) MAY BE VERTICAL AND WITHOUT EDGE TREATMENT
6. CHANGES IN LEVEL BETWEEN 1/4 IN AND 1/2 IN (6 MM AND 13 MM) SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2
7. CHANGES IN LEVEL GREATER THAN 1/2 IN (13 MM) SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
8. ALL CUT OUTS MUST HAVE BARRICADES INSTALLED UNTIL ACCESSIBLE RAMP IS COMPLETED.

6 ACCESSIBLE CURB RAMP

Scale: NTS



SIDEWALK JOINTS

NOTES:

1. ALL EDGES SHALL BE ROUNDED WITH $\frac{3}{4}$" RADIUS.
2. CONTRACTION JOINTS SHALL BE PLACED AT 4'-0" INTERVALS.
3. CONTRACTION JOINTS SHALL BE $\frac{3}{4}$" DEEP AND HAVE TROWEL EDGE.
4. $\frac{1}{2}$" EXPANSION JOINT MATERIAL REQUIRED WHERE SIDEWALKS ABUT BUILDINGS, CURBS, DRIVEWAYS, OR EXISTING SIDEWALKS.
5. EXPANSION JOINTS SHALL BE PLACED AT 20' 0" INTERVALS.
6. WHERE NEW SIDEWALK IS PLACED AGAINST EXISTING SIDEWALK, SAW CUT EXISTING SIDEWALK TO AN EVEN STRAIGHT LINE PRIOR TO INSTALLATION OF THE NEW SIDEWALK INSTALL #4 REBAR DOWEL INTO EXISTING SIDEWALK.

PAVING CONSTRUCTION NOTES:

1. PAVEMENT AND SUBGRADE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GALVESTON STANDARD DETAILS AND TECHNICAL SPECIFICATIONS, LATEST REVISION.
2. CONTRACTOR SHALL NOTIFY THE CITY OF GALVESTON OWNER'S REPRESENTATIVE A MINIMUM OF TWENTY-FOUR (24) HOURS PRIOR TO ALL LIMING AND PAVING OPERATIONS.
3. ALL TURN-OUTS SHALL HAVE A TWENTY-FIVE (25) FOOT RADIUS AT BACK OF CURB UNLESS OTHERWISE NOTED.
4. GUIDELINES SET FORTH IN THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TMUTCD), LATEST EDITION, SHALL BE OBSERVED.
5. ALL FILL IN EXISTING RIGHT-OF-WAY, INCLUDING BACKDRESSING BEHIND THE CURB, SHALL BE PLACED IN MAXIMUM LOOSE LIFTS TO TWELVE (12) INCHES OR LESS AND COMPACTED TO A NINETY-FIVE (95) PERCENT STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT OF PLUS (+) OR MINUS (-) THREE PERCENT (3%) OF OPTIMUM MOISTURE.
6. MINIMUM PAVEMENT REINFORCEMENT REQUIREMENT SHALL BE GRADE 60, NO. 4 REBAR, SPACED AT SIXTEEN (16) INCHES ON CENTER, EACH WAY. FOR 6" PAVEMENT ONLY. ALL OTHERS TO BE PROJECT SPECIFIC.
7. ALL RESIDENTIAL OR COLLECTION PAVEMENT TO BE A MINIMUM OF SIX (6) INCHES THICK REINFORCED CONCRETE, UNLESS OTHERWISE NOTED. **FOR THIS PROJECT PAVEMENT.**
8. FOR PAVEMENT WIDTHS LESS THAN OR EQUAL TO TWENTY-EIGHT (28) FEET BACK OF CURB TO BACK OF CURB:

8.1. MINIMUM CONCRETE SLAB THICKNESS SHALL BE SIX (6) INCHES, UNLESS OTHERWISE NOTED.
8.2. MINIMUM STABILIZED SUBGRADE THICKNESS SHALL BE SIX (6) INCHES.

9. FOR PAVEMENT WIDTHS GREATER THAN TWENTY-EIGHT (28) FEET FROM BACK OF CURB TO BACK OF CURB AND MAJOR ARTERIAL THOROUGHFARES:

9.1. MINIMUM CONCRETE SLAB THICKNESS SHALL BE SEVEN (7) INCHES.

9.2. MINIMUM STABILIZED SUBGRADE THICKNESS SHALL BE EIGHT (8) INCHES.

10. PAVING EXPANSION JOINTS SHALL BE PLACED AT A MINIMUM SIXTY (60) FEET INTERVALS.
11. ALL CONCRETE USED FOR PAVEMENT SHALL BE "CLASS A" CONCRETE, MINIMUM OF 5.0 SACKS OF CEMENT PER CUBIC YARD OF CONCRETE, 3500 PSI COMPRESSIVE STRENGTH AT TWENTY-EIGHT (28) DAYS.
12. CONTRACTOR SHALL INSTALL STREET SIGNS AND STOP SIGNS PER CITY OF GALVESTON STANDARD DETAILS AND TECHNICAL SPECIFICATIONS, LATEST EDITION.
13. ALIGNMENTS, CENTERLINE CURVE DATA, AND STATIONING FOR ALL CONSTRUCTION SHALL BE DETERMINED FROM SUBDIVISION PLAT.
14. FOR ALL CONCRETE TO BE REMOVED, A MINIMUM TWO (2) INCH DEEP SAW CUT SHALL BE PROVIDED PRIOR TO REMOVAL.
15. REPRESENTATIVES FROM THE CITY OF GALVESTON, THE OWNER, AND THE TESTING LABORATORY SHALL BE PRESENT FOR ALL GRADATIONS, DENSITY TESTING, LIME OPERATIONS, AND PLACEMENT OF CONCRETE OR ASPHALT PAVING.
16. UNDER NO CIRCUMSTANCES SHALL WATER BE ADDED TO A CONCRETE LOAD AFTER SLUMP TEST HAVE BEEN TAKEN.
17. BLUE REFLECTORIZED RAISED PAVEMENT MARKERS SHALL BE PLACED ADJACENT TO FIRE HYDRANT LOCATIONS AT A POINT OFFSET SIX (6) INCHES FROM THE CENTERLINE OF THE ROADWAY (REFLECTORS SHALL FACE TRAFFIC FLOW).
18. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION. DURING THE COURSE OF ANY AND ALL CLEARING, GRUBBING, FILL, GRADING, EXCAVATION, OR OTHER CONSTRUCTION. CONTRACTOR SHALL ENSURE THAT STORM DRAINAGE PATHWAYS ARE MAINTAINED AND REMAIN OPEN TO ENSURE POSITIVE DRAINAGE AND THAT SUCH CONVEYANCES ARE NOT IMPEDED OR BLOCKED IN ANY WAY. STORM SEWER INLETS SHALL BE PROTECTED FROM ENTRY OF SILT, TRASH, DEBRIS, AND ANY OTHER SUBSTANCES DELETERIOUS TO THE STORM SEWER SYSTEM AND/OR WATERWAYS RECEIVING STORM WATER RUNOFF. CONTRACTOR SHALL, AT COMPLETION OF WORK, FILL LOW SPOTS AND GRADE ALL RIGHT-OF-WAY AND UTILITY EASEMENTS AND REGRADE/RESTORE DITCHES AS NECESSARY TO MAINTAIN AND/OR ESTABLISH POSITIVE DRAINAGE.

MK.	DESCRIPTION	DATE	DWN.	CHK.

City Engineer

City of Galveston, Texas

Engineering Section

Paving Construction Details

SHEET No.:
DATE: MARCH, 2018
DWN BY: JR
CHKD BY: DRF
SCALE: HORZ VERT
SHEET

The seal appearing on this document was authorized by NORMAN HOFFMAN P.E. 95483 10/10/2019

bis Engineering
REG # F-11156
P.O. Box 55171 Galveston, Texas 77555
PH 409.621.6740

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BUILDING REMODEL
FOR SERENITY ISLE OF GALVESTON, LLC
11279 STEWART ROAD
GALVESTON, TEXAS

REVISIONS
A FOR PRELIMINARY REVIEW

DATE 17 AUGUST, 2020
DESCRIPTION

DRAWN BY GD
APPROVED BY NH

SHEET NO.
C2.4

PHILIPS
GARDCO

Site & Area

PureForm

32" housing

Project:
Location:
Cat.No:
Type:
Qty:
Notes:

Phillips Gardco PureForm luminaires combine LED performance excellence and advanced LED thermal management technology with a distinct purity of style to provide outdoor area lighting that is both energy efficient and aesthetically pleasing. PureForm is defined by its high performance, sleek low profile design and rugged construction.

Ordering guide

example: P32-DIM-A1-130LA-NW-UNV-NP-CLR

Prefix	Controls	Arm	Mounting	Optical System[7]	Wattage	Color Temp	Voltage	Finish	Options
P32- PureForm 32" fixture	— Standard luminaire **DCC** Dual Circuit Control **DIM** 0-10V Dimming **APD**[1] Automatic Profile Dim. **APD-MRO**[1] APD with Motion Response Override pole mounted sensor **APD-MRI**[1,17] APD with Motion Response Override fixture mounted sensor **MRI**[1,17] Motion Response at 50% low, luminaire mounted sensor **MRS0**[1] Motion Response at 50% low, pole mounted sensor **Wireless system** (Remote wireless controller available. See p.2 for details) **LLC3**[1,14] #3 lens for 9-30' mounting heights **LLC4**[1,14] #4 lens for 21-40' mounting heights	**A1**[5] Standard 9" Arm **A2**[5] Short 5" Arm **A3**[5] Decorative Arm **MA** Mast Arm Fitter (requires 2⅞" O.D. Mast Arm)	**1** Standard **2** 2@180 **2@90** 2@90 **3** 3@90 **3@120** 3@120 **4** 4@90 **W** Wall Mount **WS**[6] Wall mount including surface conduit rear entry permitted	**Standard Optic Position** **2** Type 2 **3** Type 3 **4** Type 4 **5M** Type 5 Medium **5W** Type 5 Wide **BLC** Backlight Ctrl **2BL** Type 2 with backlight (less shield) **LCL**[8] LED Corner Cutoff Optics **LCR**[8] LED Corner Cutoff Optics **Optics Rotated Left (90°)**[9] **2-90** Type 2 **3-90** Type 3 **4-90** Type 4 **BLC-90** Backlight Ctrl **2BL-90** Type 2 with backlight (less shield) **Optics Rotated Right (270°)**[9] **2-270** Type 2 **3-270** Type 3 **4-270** Type 4 **BLC-270** Backlight Ctrl **2BL-270** Type 2 with backlight (less shield)	**530mA** **215LA** **260LA** **640mA** **330LA**[10] **700mA** **290LA**	**CW** Cool White 5,700K 70CRI (nominal) **NW** Neutral White 4,000K 70CRI (nominal) **WW** Warm White 3,000K 80CRI (nominal)	**120** 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V **UNV** 120-277V 50Hz/60Hz **HVU** 347-480V 50Hz/60Hz	**BRP** Bronze Paint **BLP** Black Paint **WP** White Paint **NP** Natural Paint **OC** Optional Color Specify optional color or RAL (ex: OC-LGP or OC-RAL7024) **SC** Special color Specify, must supply color chip. Requires factory quote.	**TL** Tool-Less entry and driver removal hardware **TB** Terminal Block **F**[11] Fusing **LF** In-Line/In-Pole Fusing **PC**[1,4,12] Receptacle with Photocell (includes PCR5 receptacle) **PCB**[1,4,13] Photocell Button **PCR5**[1,4,13,14] Photocell Receptacle only with 2 dimming connections **PCR7**[1,4,14,15] Photocell Receptacle only with 2 dimming and 2 auxiliary connections **EHHS** External Houseside Shield **SPA1-2** Square Pole Adapter for use with A1 or A2 Arms **SPA3**[5] Square Pole Adapter for use with A3 Arms **DL**[16] Diffusing Lens **CLR**[16] Clear Glass Lens

1. Available 120–277V only (UNV, 120, 208, 240 & 277).
2. Available 120V or 277V only. MRS0 and APD-MRO require one motion sensor per pole, ordered separately. See page 2 for Accessories.
3. Not available with A3 Arm Style.
4. LLC3/LLC4 wireless system not configurable with PC/PCB/PCR5/PCR7 Options. See pages 6–7 for more Info.
5. Arm Styles mount to a round pole with no adapter. If mounting to a square pole, specify the Square Pole Adapter option: SPA1-2 for A1/A2 arms, SPA3 for A3 arms.
6. Available with A1 or A2 Arms only. Not available in P32-MRS0, or P32-APD-MRO.
7. Luminaire door frame and optic assembly provided standard without glass lens. Specify CLR option for clear glass lens.
8. Available with 260LA or 330LA only.
9. See page 8–9 for information on optical rotation prior to ordering.
10. 330LA not available in 347 or 480V.
11. Available with A1 arm or with MA mounting only. Provide specific input voltage.
12. Not configurable with 480V. Voltage must be specified.
13. Works with 3-pin or 5-pin NEMA photocell/dimming device.
14. If ordered with DIM, APD, MRI, MRS0, APD-MRI, APD-MRO, dimming will not be connected to NEMA receptacle.
15. Works with 3-pin or 5-pin NEMA photocell/dimming device and auxiliary connections are not connected (for future use only).
16. Option reduces performance.
17. The device is an outboarded sensor enclosure mounted to the arm (See page 5).

P32 PureForm LED area luminaire

32" housing

PureForm accessories (order separately)

PTF2-(F)
Pole top fitter fits 2 3/8-2 1/2" OD x 4" depth tenon with 1, 2, 3 or 4 luminaires at 90°

PTF3-(F)
Pole top fitter fits 3-3 1/2" OD x 6" depth tenon with 1, 2, 3 or 4 luminaires at 90°

PTF4-(F)
Pole top fitter fits 3 1/2-4" OD x 6" depth tenon with 1, 2, 3 or 4 luminaires at 90°

MS-P – 120V or 277V Input Pedestrian Motion Sensor. For MR50 (Motion Response) or APD-MRO (Automatic Profile Dimming with Motion Response Override)

MS-A-120V – 120V Input Area Motion Sensor For MR50 (Motion Response) or APD-MRO (Automatic Profile Dimming with Motion Response Override)

MS-A-277V – 277V Input Area Motion Sensor For MR50 (Motion Response) or APD-MRO (Automatic Profile Dimming with Motion Response Override)

Note: Motion Sensors are ordered separately, with one (1) motion sensor required per pole location for P32-MRS0 or P32-APD-MRO luminaires. See Luminaire Configuration Information on page 4–5 for more details. Area motion sensor color is Arctic White. MRI and APD-MRI luminaires include an integral motion sensor.

PureForm Wireless system accessories (for wall or pole mount)[1,2,3,4]

LLCR2-(F)
Standalone wall or pole wireless controller with #2 Lens.

LLCR3-(F)
Standalone wall or pole wireless controller with #3 Lens.

LLCR4-(F)
Standalone wall or pole wireless controller with #4 Lens.

1. When using the wireless remote accessory option (LLCR-F) in a pole mount application, specify pole option (CL=Coupling Internal Thread, 3/4" size)
2. 120–277V only
3. Must specify finish (F=Specify matching finish)
4. Luminaire configuration must include 0-10V Dimming 'P32-DIM' option when Wireless system accessories are specified

LED Wattage and Lumen values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts[1]	Type 2 Lumen Output[1,5]	Type 2 Efficacy (LPW)	Type 2 BUG Rating	Type 2BL Lumen Output[1,5]	Type 2BL Efficacy (LPW)	Type 2BL BUG Rating	Type 3 Lumen Output[1,5]	Type 3 Efficacy (LPW)	Type 3 BUG Rating
215LA	128	530	4000K	218	25,990	119	B3-U0-G3	28943	133	B4-U0-G4	26,251	120	B3-U0-G4
260LA	160	530	4000K	257	32,768	128	B3-U0-G4	36489	142	B5-U0-G5	33,096	129	B3-U0-G4
290LA	128	700	4000K	287	31,684	114	B3-U0-G4	36319	127	B5-U0-G5	32,942	115	B3-U0-G4
330LA	160	640	4000K	326	38,279	117	B3-U0-G4	42628	131	B5-U0-G5	38,664	119	B3-U0-G4

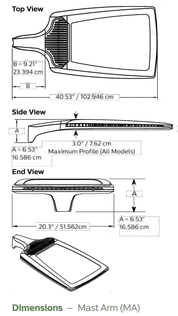
Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts[1]	Type 4 Lumen Output[1,5]	Type 4 Efficacy (LPW)	Type 4 BUG Rating	Type 5M Lumen Output[1,5]	Type 5M Efficacy (LPW)	Type 5M BUG Rating	Type 5W Lumen Output[1,5]	Type 5W Efficacy (LPW)	Type 5W BUG Rating
215LA	128	530	4000K	218	25,251	116	B2-U0-G3	27595	126	B5-U0-G2	28,271	130	B5-U0-G3
260LA	160	530	4000K	257	31,836	124	B3-U0-G4	34791	135	B5-U0-G2	35,634	139	B5-U0-G4
290LA	128	700	4000K	287	31,687	110	B3-U0-G4	34629	121	B5-U0-G2	35,786	125	B5-U0-G4
330LA	160	640	4000K	326	37,191	114	B3-U0-G4	40643	125	B5-U0-G2	41,244	127	B5-U0-G4

5. Wattage and lumen output may vary due to LED manufacturer forward volt specification and ambient temperature. Wattage shown is average for 120V through 277V input. Measured wattage may vary due to variation in input voltage.
6. Lumen values based on photometric tests performed in compliance with IESNA LM-79.

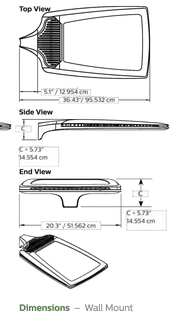
P32 PureForm LED area luminaire

32" housing

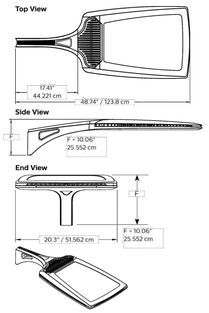
Dimensions – Standard Arm (A1)



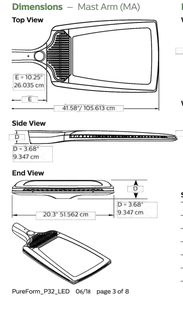
Dimensions – Short Arm (A2)



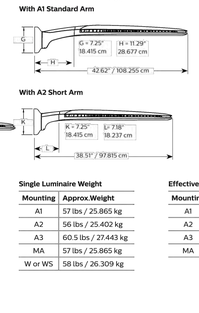
Dimensions – Decorative Arm (A3)



Dimensions – Mast Arm (MA)



Dimensions – Wall Mount



Single Luminaire Weight

Mounting	Approx.Weight
A1	57 lbs / 25.865 kg
A2	56 lbs / 25.402 kg
A3	60.5 lbs / 27.443 kg
MA	57 lbs / 25.865 kg
W or WS	58 lbs / 26.309 kg

Effective Projected Area ft² / m²

Mounting	Single	Twin @ 180	3/4
A1	0.40 / 0.038	0.80 / 0.075	1.65 / 0.154
A2	0.35 / 0.033	0.70 / 0.066	1.45 / 0.135
A3	0.55 / 0.052	1.10 / 0.103	2.0 / 0.186
MA	0.40 / 0.038	N/A	N/A

P32 PureForm LED area luminaire

32" housing

Dimensions – PureForm with wireless system (luminaire mounted controller)

Luminaire configuration information

P32
Philips Gardco PureForm LED standard luminaire providing constant wattage and constant light output when power to the luminaire is energized.

P32-DCC
Philips Gardco PureForm luminaires provided with dual circuiting, permitting separate switching of each led array.

P32-DIM
Philips Gardco PureForm LED luminaire provided with 0 -10V dimming for connection to a control system provided by others.

P32-APD
Philips Gardco PureForm LED luminaire with Automatic Profile Dimming. Luminaire is provided with a programmable LED Driver, programmed to go to 50% power, 50% light output two (2) hours prior to night time mid-point and remain at 50% for six (6) hours after night time mid-point. Mid-point is continuously recalculated by the programmable LED Driver based on the average mid-point of the last two full night cycles. Short duration cycles, and power interruptions are ignored and do not affect the determination of mid-point.

P32-APD is available in 120V–277V input only.

P32-APD Dimming Profile:

The P32-APD offers many of the advantages of a sophisticated control system, including

100%	2 hours	6 hours	100%
	50%	50%	
Power On	Mid Point	Power Off	

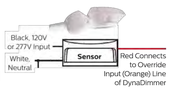
an average energy savings of at least 33% versus constant wattage, constant light output systems, without the need for a control system.

P32-MRS0
Philips Gardco PureForm LED luminaire with motion response, providing a 50% power reduction on low and a commensurate reduction in light output. The power and light output reduction is accomplished utilizing the Philips DynaDimmer module, programmed for a constant 50% power. Power supplied by the motion sensor connected to the override line on the DynaDimmer takes the luminaire to high setting, 100% power and light output, when motion is detected. The luminaire remains on high until no motion is detected for the motion sensor duration period, after which the luminaire returns to low. Duration period is factory set at 5 minutes, and is field adjustable from 5 minutes up to 15 minutes.

This configuration is not available for use with wall mounted luminaires.

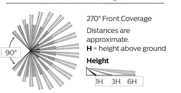
P32-MRS0 is available in 120V–277V input only to the luminaire. Motion sensors require single voltage 120V or 277V input.

The Area PIR motion sensor is the WattStopper EW-200-120-W (120V Input – MSA-120V) or the WattStopper EW-200-277-W (277V input – MSA-277V.) One motion sensor per pole is required and is ordered separately. Area sensors require single voltage 120V or 277V input.



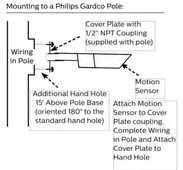
The area motion detector provides coverage equal to up to 6 times the sensor height above ground, 270° from the front-center of the sensor.

Area PIR Motion Sensor Coverage Pattern:



Motion response requires that the pole include an additional hand hole 15 feet above the pole base, normally oriented 180° to the standard hand hole. For Philips Gardco poles, order the pole with the Motion Sensor Mounting (MSM) option which includes the hand hole and a special hand hole cover plate for the sensor with a 1/2" NPT receptacle centered on the hand hole cover plate into which the motion sensor mounts. Once the motion sensor is connected to the hand hole cover plate, then wiring connections are completed in the pole. The plate (complete with motion sensor attached and wired) is then mounted to the hand hole. **If poles are supplied by others, the customer is responsible for providing suitable mounting accommodations for the motion sensor in the pole.**

Mounting to a Philips Gardco Pole:



P32 PureForm LED area luminaire

32" housing

Luminaire configuration information (Continued)

P32-APD-MRO
Philips Gardco PureForm LED luminaire with Automatic Profile Dimming, with Motion Response Override. The P32-APD-MRO combines the benefits of both automatic profile dimming and motion response, using the Philips DynaDimmer module. The luminaire will dim to 50% power, 50% light output, per the dimming profile shown for the P32-APD. If motion is detected during the time that the luminaire is operating at 50%, the luminaire returns to 100% power and light output. The luminaire remains on high until no motion is detected for the duration period, after which the luminaire returns to low. Duration period is factory set at 5 minutes, and is field adjustable from 5 minutes up to 15 minutes.

This configuration is not available for use with wall mounted luminaires.

Notes:

P32-APD-MRO is available in 120V through 277V input only to luminaire. The motion sensor requires either 120V or 277V input to the motion sensor.

The P32-APD-MRO has the same pole requirements and utilizes the same motion sensors as the P32-MRS0. The motion sensor mounts and wires identically as well. The P32APD-MRO utilizes the identical dimming profile as shown for the P32-APD.

By combining the benefits of automatic profile dimming and motion response, the P32-APD-MRO assures maximum energy savings, and insures that adequate light is present if motion is detected.

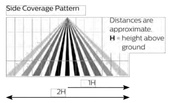
All motion sensors utilized consume 0.0 watts in the off state.

P32-MRI
Luminaires with Motion Response include a programmable LED driver and an outboarded programmable motion sensor. The motion sensor is set to a constant 50%. When motion is detected, the luminaire goes to 100%. The luminaire remains on high until no motion is detected for the motion sensor duration period, after which the luminaire returns to low. Duration period is factory set at 5 minutes. Available with 120V or 277V (UNIV) only.

Luminaires include a passive infrared (PIR) motion sensor, WattStopper FSP-211 equipped with an FSP-1.3 lens, capable of detecting motion within 20 feet of the sensor, 180° around the luminaire, when placed at a 20 foot mounting height, or mounted on a wall. Available in 120V or 277V input only. Motion sensor off state power is 0.0 watts.

The approximate motion sensor coverage pattern is as shown below.

Side Coverage Pattern



Top Coverage Pattern

FSP-211 Sensor - Bottom View

P32-APD- MRI

Luminaires with Integral Motion Sensor - P32-APD - MRI: Luminaires with Automatic Profile Dimming and Motion Response Override combine the benefits of both automatic profile dimming and motion response. APD-MRI luminaires utilize a programmable LED driver. The luminaire will dim to 50% power, 50% light output, per the dimming profile shown for APD luminaires (see page 4). If motion is detected during the time that the luminaire is operating at 50%, the luminaire goes to 100% power and light output. The luminaire remains on high until no motion is detected for the duration period, after which the luminaire returns to low. Duration period is factory set at 5 minutes.

APD-MRI luminaires are available with UNIV input voltages only.

APD-MRI luminaires use the identical motion sensor as MRI luminaires. See motion sensor details for P32-MRI.

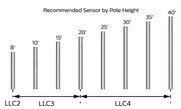
Note: P32-MRI and P32-APD-MRI luminaires are only available with the A1 Arm, and include an outboarded sensor enclosure mounted to the arm of the luminaire as shown in the drawings below.

P32 PureForm LED area luminaire

32" housing

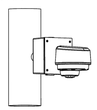
Luminaire configuration information – PureForm with wireless system

P32-LLC3/4 Luminaire Mounted Controller
Controller attached to luminaire and includes radio, photocell and motion sensor with #3 or 4 lens for 9–40' mounting heights.



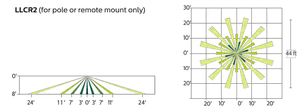
LLCR2/3/4 Pole Mounted Controller
In this configuration, the wireless controller will be mounted to the pole at a fifteen foot mounting height. The number of luminaires on each pole, as well as the specific wattage chosen, will determine how many controllers will be required.

When using the wireless remote accessory option (LLCR-F) in a pole mount application, specify pole option (CL=Coupling Internal Thread, 3/4" size). Confirm required orientation of luminaire and wireless controller. Indicate height above pole base and orientation to handhold. Recommended min pole height is 18ft, with option (CL) 15ft above pole base. Other heights are possible when choosing the appropriate sensor lens type. See pole specification sheets for more information.

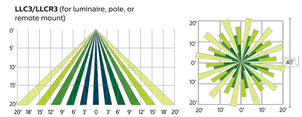


Remote Mount Wireless Controller
Used to extend the communication on site, to extend motion response and add other luminaires that are not pole mounted. Consult factory for more information.

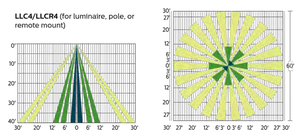
LLCR2 (for pole or remote mount only)



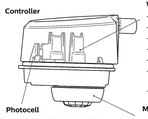
LLC3/LLCR3 (for luminaire, pole, or remote mount)



LLC4/LLCR4 (for luminaire, pole, or remote mount)



Controller



Photocell
- Ambient light photocell on every wireless radio that averages the light levels of up to 5 controllers for an accurate reading and optimal light harvesting activity.
- Reports ambient light readings to 1500 Fc.

Wireless Radio
- 1.8 Watts max (no load draw)
- Operating voltage 120–277 VAC RMS
- Communicates using the ZigBee protocol
- Carries out dimming commands from Gateway
- Reports ambient light readings to 1500 Ft-Cd
- Transmission Systems Operating within the band 2400–2483.5Mhz
- ROHS Compliant

Motion Response
- Detects motion through passive infrared sensing technology with three different lens configurations
- Motion sensor coverage can be adjusted from a narrow to a wide detection range, which helps reduce false triggers to further increase energy savings.
- Sensing profiles can be updated to adapt to activity levels in the environment, such as occupancy level, wind, and mounting height

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BUILDING REMODEL

FOR SERENITY ISLE OF GALVESTON, LLC

11279 STEWART ROAD
GALVESTON, TEXAS

REVISIONS
A FOR PRELIMINARY REVIEW

DATE
17 AUGUST, 2020

DESCRIPTION

DRAWN BY GD

APPROVED BY NH

SHEET NO.

C3.0

STATE OF TEXAS
NORMAN S. HOFFMAN
95483
LICENSED
PROFESSIONAL ENGINEER

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Technical Information

E-1

Strength

Ultimate strength design theory is used to determine the ultimate groundline moments shown in the technical charts. The location of the ultimate ground line moment is determined using an assumed embedment of 10% of the overall length of the pole plus 2 ft. In many cases a higher groundline moment may be attained without going to a larger pole. Please contact our technical staff for special requests.

Wind Loads

Wind loads for determining the maximum effective projected areas (EPA) presented in this catalog were determined in accordance with ASCE 7-05, *Minimum Design Loads for Buildings and Other structures*. The effective projected area is the actual projected area subjected to wind times the appropriate coefficient of drag (Cd). Please note our catalog features EPA's for 90 mph, 110 mph, 130 mph, 140 mph, and 160 mph wind zones. EPA's for higher wind velocities can be attained by special design. Please contact our technical staff for special requests.

Wind pressures determined using the criteria of ASCE 7-05 are based on gust wind speeds. Editions previous to ASCE 7-95 were based on fastest mile (sustained) wind speeds. For example, if your specification calls for the design of a prestressed concrete pole to be based on a wind velocity of 100 mph with a 1.3 gust factor then you would select a pole from our catalog based on a gust wind speed of 130 mph. The following table provides a quick conversion of sustained wind speeds to gust wind speeds using a typical gust factor of 1.3:

Sustained Wind Speed Per ASCE 7-93 (mph)	Sustained Wind Speed Per ASCE 7-93 with 1.3 Gust Factor (mph)	Gust Wind Speed Per ASCE 7-05 (mph)
80	104	110
90	117	120
100	130	130

10% plus 2 foot" Rule of Thumb for the Direct Embedment of Concrete Poles

Pole Length (Ft.)	Embedment (Ft.)	Height Above Grade (Ft.)
15	3.5	11.5
20	4.0	16.0
25	4.5	20.5
30	5.0	25.0
35	5.5	29.5
40	6.0	34.0
45	6.5	38.5
50	7.0	43.0
55	7.5	47.5
60	8.0	52.0
65	8.5	56.5
70	9.0	61.0

The hole diameter selected for the embedment should allow a minimum clearance around the corners of the pole butt of 4 to 6 inches. Hole sizes are generally specified in 6 inch increments to accommodate standard auger sizes. The hole diameter for octagonal poles may be determined by adding 8 to 12 inches to the width of the pole butt.

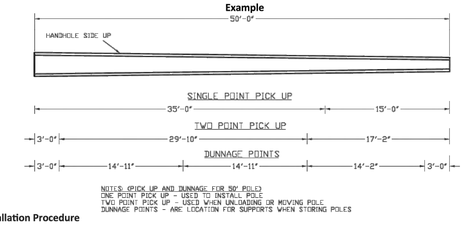
Handling and Installation Procedures

E-2

Handling Instructions

- Prestressed concrete poles will withstand a considerable amount of bending but should not be shock loaded while under load.
- Prestressed concrete poles should never be handled or picked up by the tip.
- When shipping poles, the poles should be supported at a minimum of 3 points for poles up to and including 40 feet and 4 points for poles over 40 feet.
- Poles up to 50 feet in length may be unloaded using a one-point pickup at the balance point but should never be transported in this manner. A two-point pickup must be used to transport a pole at the job site.

Example



Installation Procedure

- Prior to installation of the pole, electrical wiring, brackets and luminaries can be installed while the pole is lying horizontally on the ground.
- Excavate the proper diameter and depth hole. The preferred method of excavation is by auger type drilling.
- To install, choke the pole with one end of a nylon sling 25% to 30% of the pole length from the top (see Handling section for location). Attach the other end of the sling to the lifting hook of the crane.
- Lift the pole allowing the butt to rest on the ground until vertical.
- Lift the pole over hole and lower until butt rests on bottom center of hole.
- While holding pole, add backfill in 4 to 6 inch layers, tamping between placement of each layer. Check for plumbness throughout the backfilling process.
- If the pole is equipped for an underground connection, stop backfilling to a point 6 inches below the connection. Make the connection and then finish backfilling the hole to a point 2 inches above grade.

Direct Embedment

Direct embedment is the most common and recommended method of installation of prestressed concrete poles. Soil conditions vary from location to location and should be investigated by an engineer prior to designing the foundation. The "rule of thumb" for the depth of embedment is 10% of the overall length plus two feet. The table on the preceding page is based on the "rule of thumb." Depending upon the type of soil, an appropriate backfill should be selected. The chart below contains suggested guidelines for the selection of backfill:

Good Soil: Compacted well graded sand and gravel, hard clay or well graded fine and course sand.	The excavated soil may be used as the backfill.
Medium Soil: Compacted fine sand and clay, compact sandy loam, loose coarse sand and gravel.	Requires select backfill. Clean, washed sand or minus 1/ 2 inch well graded gravel may be used.
Poor Soil: Soft clay, clay loam, poorly compacted sand or clays containing large amounts of silt.	Requires one of the following: cementitious earth, cement stabilized sand, limestone screenings, or urethane foam.

Concrete Pole Specifications

E-3

1.00 SCOPE

1.10 This specification is to establish design and quality standards for static cast concrete poles for power distribution or lighting. All pole design structural calculations shall be prepared by a licensed engineer experienced in prestressed concrete design.

2.00 GENERAL

2.10 The concrete poles furnished under these specifications shall be designed and manufactured in accordance with requirements and/or recommendations of the American Concrete Institute Standard "Building Code Requirements for Structural Concrete" (ACI 318 - Latest Edition), unless otherwise specified.

2.20 Poles shall be designed in accordance with the Prestressed Concrete Institute "Guide for Design of Prestressed Concrete Poles."

3.00 PHYSICAL CHARACTERISTICS

3.10 All poles shall be prestressed concrete and suitable for direct embedment into the ground without special foundations.

3.20 Shape and Length: Poles shall be square in cross-section, with chamfered corners, and shall have a standard taper of 0.162 inch per foot. Cross-sectional dimensions shall not deviate by more than 3/8 inch. The allowable tolerance for overall length shall be +3 inches and -2 inches. The width of the bottom face of the pole (as it is cast) may be less than the top face.

3.30 Finish: The pole shall have a smooth uncolored finish with no cracks. The top surface of each pole shall be troweled until all projections, depressions, and irregularities have been removed and the entire surface has a smooth texture and neat lines. Square corners and sharp edges shall be tooled to form smooth, chamfered corners.

All small cavities shall be cleaned, saturated with water and then filled with mortar. A small cavity is defined as one larger than 1/4 inch but smaller than 3/4 inch in diameter, and less than 3/8 inch deep. Larger non-structural cavities and spalls shall be repaired by opening the side of the damaged area on a 1 to 1 slope using a mechanical grinder, cleaning thoroughly and filling with a high-strength non-shrink concrete repair material. Poles with other defects may be repaired only upon authorization of, and using the method prescribed by the Design Engineer.

3.40 Sealing Steel Strands: The end of each steel reinforcing strand (in the top and butt) shall be burned back to a minimum depth of 1/2 inch. The holes left by the removal of the strand shall be thoroughly cleaned of any loose residue. The holes shall then be completely filled with non-shrink grout and smoothed evenly with tip or butt surface.

3.50 Cover: The prestressing strands shall have a minimum concrete cover of 1 inch, except that Type I poles will have a minimum cover of 3/4 inch. The centerline axis along the faces of the poles shall be clear of embedded steel except for stirrups, spiral reinforcement and fabrication devices, so that 3/4 inch diameter holes may be drilled without interference from the strands.

3.60 Sweep: Sweep is the deviation of a pole from straightness. A straight line joining the edge of the pole at the butt and the edge of the pole at the top shall not be distant from the surface of the pole at any point by more than 3/8 inch for each 10 feet of length.

3.70 Hole Drilling: Poles shall be drilled in accordance with approved drawings. The location of holes shall not deviate by more than 3/8 inch. Holes drilled after removal from molds shall be drilled from both sides of the pole and shall be uniform in entrance and exit. Holes drilled from opposing sides of the pole must be in the same plane and be centered on both faces.

3.80 Cable Entrances: Two cable entrances with couplings shall be cast in all poles 90 degrees to the handhole unless otherwise specified by the customer.

Concrete Pole Specifications

E-4

4.00 MATERIALS

4.10 Chloride Content: The chloride content of the concrete mix, including all ingredients, shall be 0.4 pounds per cubic yard, or less.

4.20 Corrosion Resistance: All inserts or attachments, if required, shall be of noncorrosive material or galvanized.

4.30 Concrete: Concrete used in poles shall have a compressive strength at transfer of not less than 4,000 PSI, and a 28-day compressive strength of not less than 7,000 PSI, unless otherwise specified.

4.40 Material shall comply with the most recent revision of the following ASTM Standards:

a) Portland Cement	ASTM C105
b) Admixtures	ASTM C494
c) Aggregates	ASTM C33 or C330
d) Reinforcing Bars	ASTM A615
e) Cold Drawn Spiral Wire	ASTM A82
f) Prestressing Strand, 270K	ASTM A416

5.00 STRENGTH REQUIREMENTS

5.10 Poles of each standard type, unless otherwise specified, shall be designed to withstand the rated design (cracking) and ultimate strength shown in the following tables, with modifications to accommodate allowances for handling, transportation and erection. The rated strength is that load which, if applied, in a direction perpendicular to the axis 2 feet below the pole tip and with the bottom of the pole (ten percent of its length plus two feet from the butt) held firm, will produce the first sign of hairline cracks. The ultimate strength is the load at which point failure occurs.

5.20 All poles shall be capable of withstanding single point pickup from the horizontal position when lifting from a point 30% of the overall length down from the tip.

6.00 GROUNDING

6.10 A PVC conduit for customer to pull a ground wire through can be cast in poles if required by the customer and included with bid to customer.

7.00 QUALITY CONTROL

7.10 Tests shall be made and records shall be maintained in accordance with the requirements of Prestressed Concrete Institute MNL-116, "Manual for Quality Control for Plants and Production of Precast Prestressed Concrete Products."

8.00 DRAWING AND DESIGN INFORMATION

8.10 Upon request, Lonestar Prestress Mfg., Inc. will furnish detailed design drawings and computations for the poles bid or supplied, including but not limited to the following:

1) Total weight and center of gravity of each pole.
2) Calculations of cracking and ultimate moment capacities at not more than 5 foot intervals.
3) Dunnage and pickup points, including both one-point and two-point pickup locations.
4) Detail of cross section and all points where reinforcing changes.

9.00 INSTALLATION

9.10 Poles shall be supported and protected during site storage, lifting and setting to prevent damage to the pole. Spalls or other damage incurred during these operations shall be repaired to restore the pole to "as new" condition.

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BUILDING REMODEL
FOR SERENITY ISLE OF GALVESTON, LLC
11279 STEWART ROAD
GALVESTON, TEXAS

REVISIONS
A FOR PRELIMINARY REVIEW

DATE
17 AUGUST, 2020

DESCRIPTION

DRAWN BY GD

APPROVED BY NH

STATE OF TEXAS
NORMAN S. HOFFMAN
95483
LICENSED
PROFESSIONAL ENGINEER

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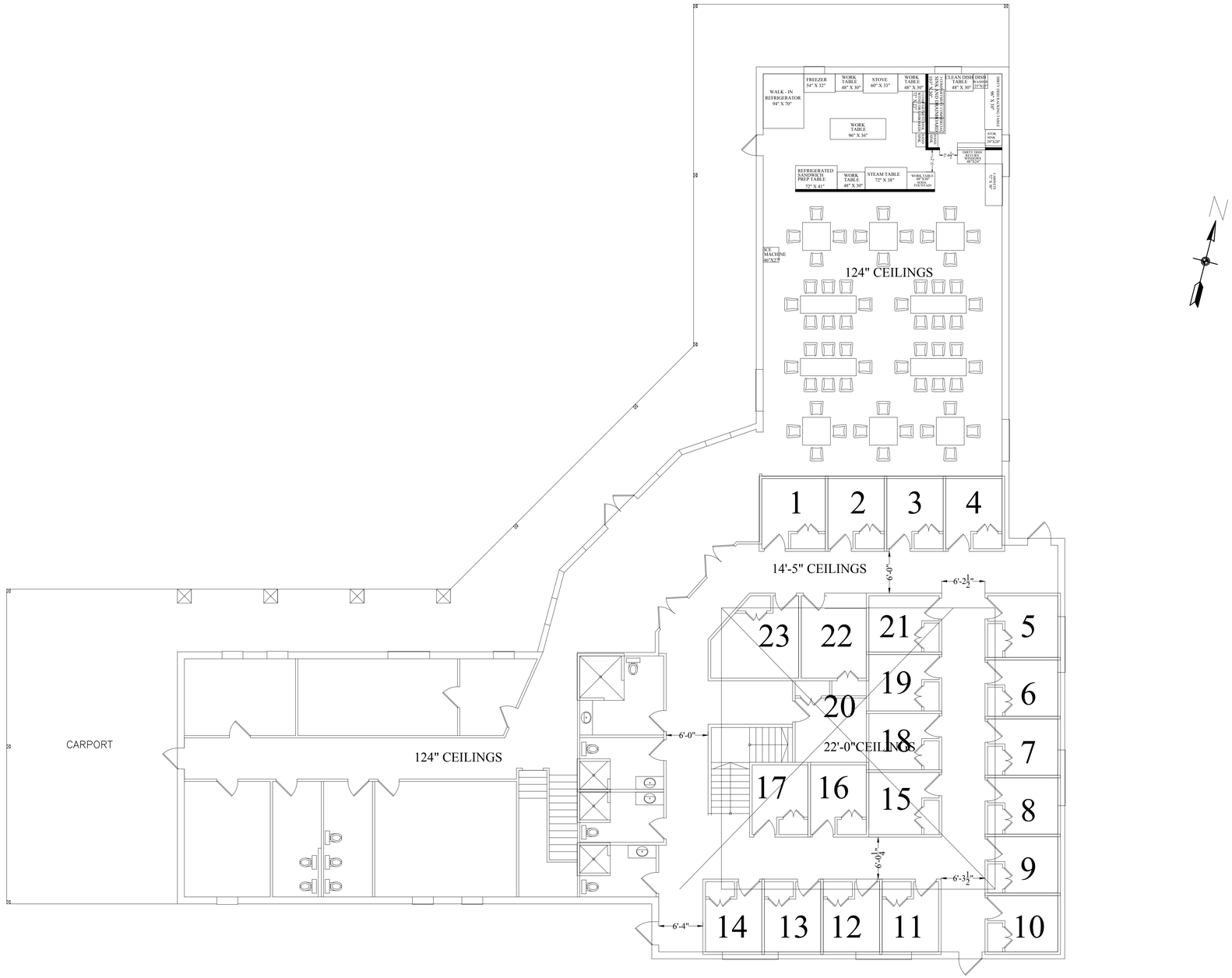

1 OVERALL
1st. FLOOR PLAN
SCALE: 1/8" = 1'-0"

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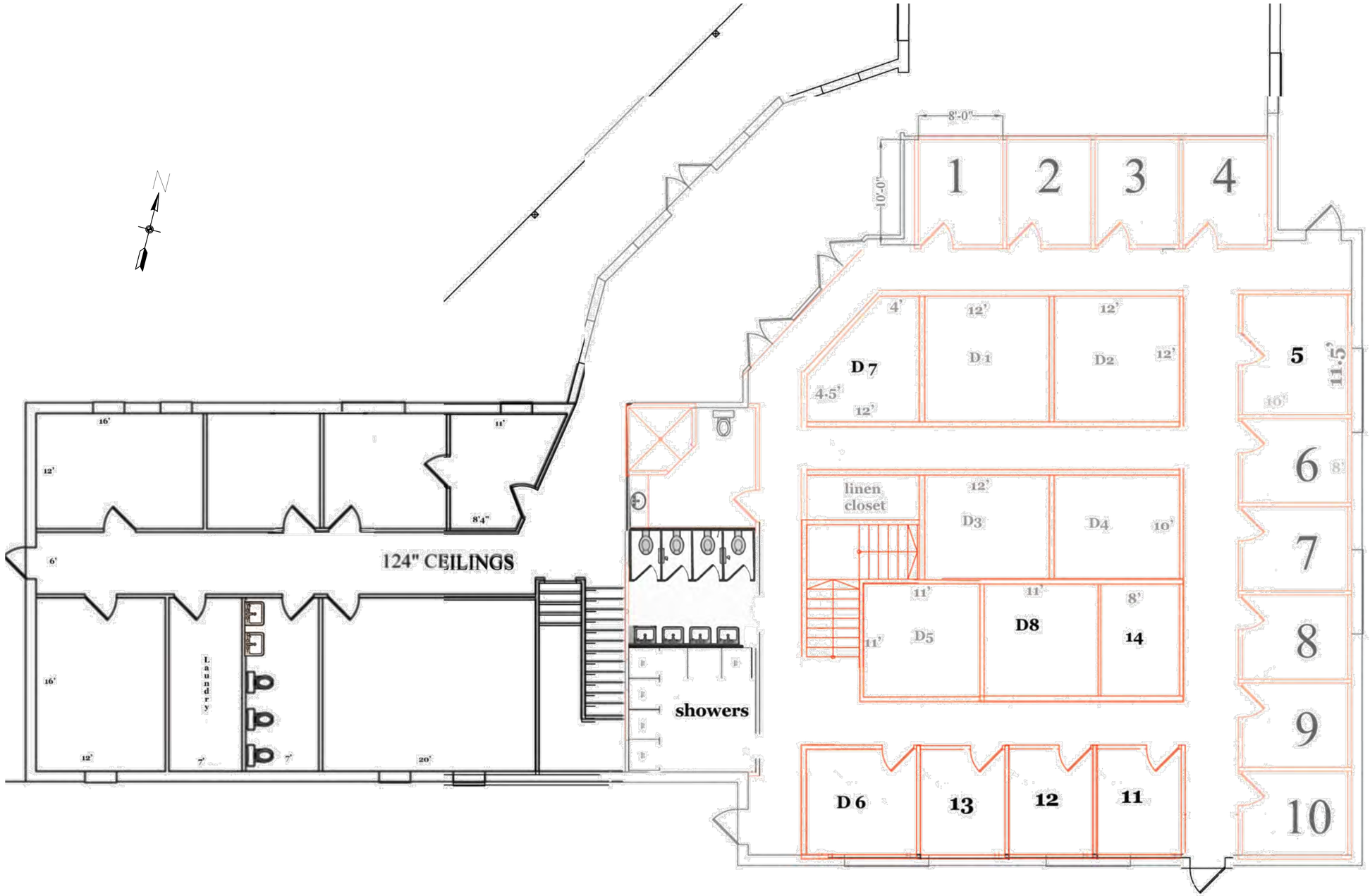

1 CENTRAL & WEST WING
1st. FLOOR PLAN
SCALE: 3/16" = 1'-0"

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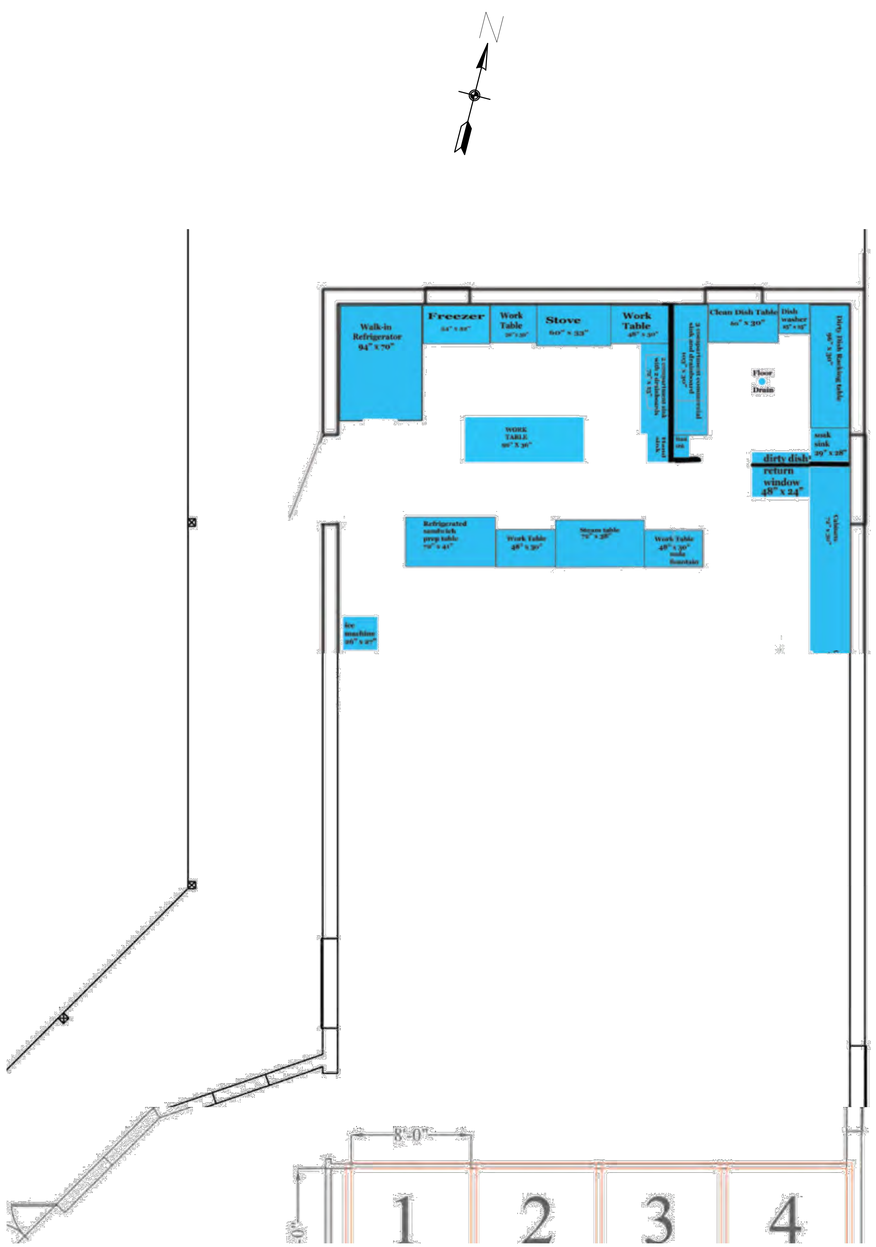
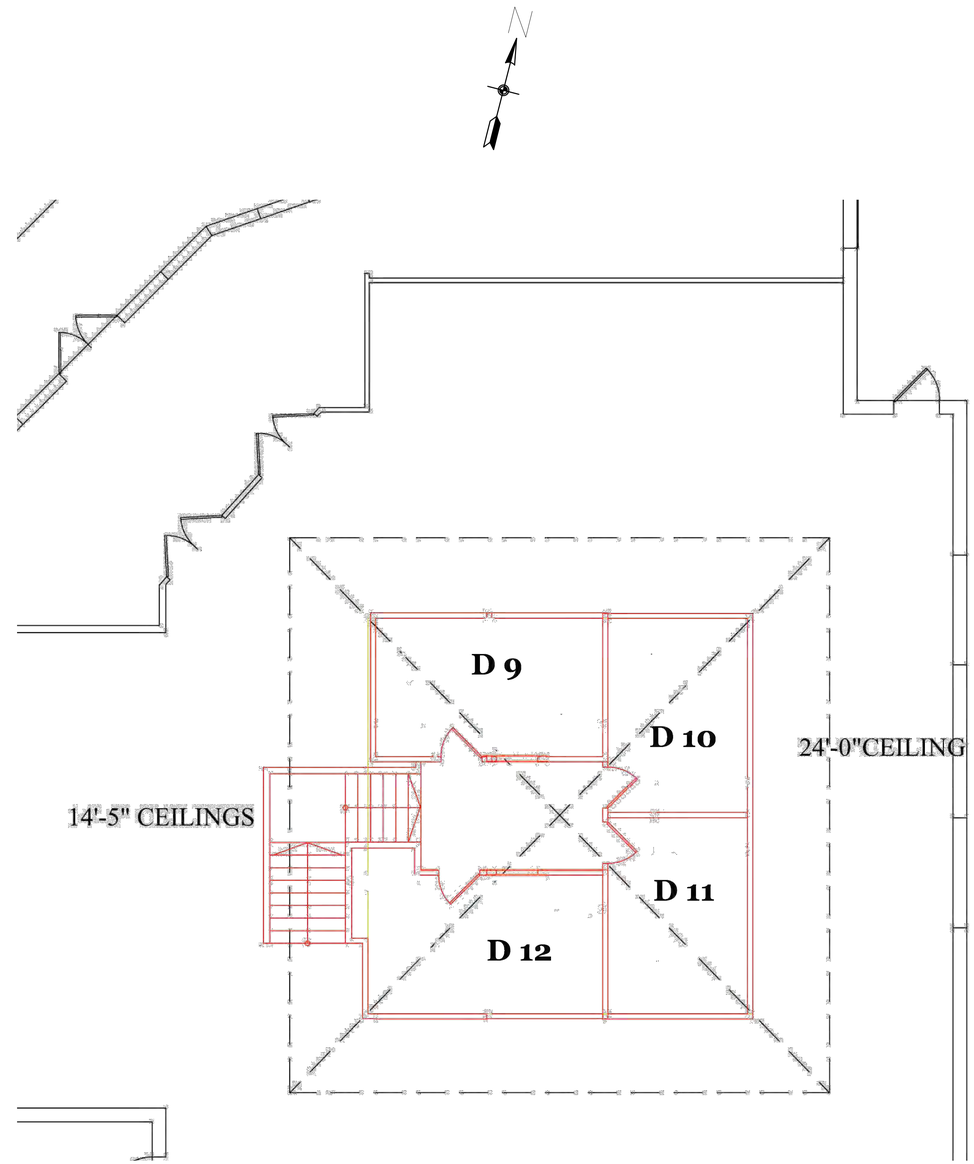


NORTH WING
1st. FLOOR PLAN
SCALE: 3/16" = 1'-0"



MEZZANINE PLAN
SCALE: 3/16" = 1'-0"

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Exhibit C

City Council
Planning & Development Division
City of Galveston
October 22, 2020

Property Owner Notifications
Cases 20P-027 and 20P-028

Case 20P-027				
Property Owner Notices				
In Favor	**Opposed**	**Comments**	**Associated Attachments**	**Within 200' Notification Area?**
	X	Earl & George Lyman (11219 N. Gafftoppers): We have families with children at our facilities. It would be dangerous	A	Yes
	X	Kenneth Graves (Lot 49, Gafftoppers Sub): N/A	B	Yes
	X	Matthew Mouton (Lot 50, Gafftoppers Sub): N/A	C	Yes
	X	Larry and Kenetha Isles (Lot 7, Gafftoppers Sub): See attached	D	Yes
	X	Robert Moody (11260 Stewart): Hello my name is Robert Moody Jr and I own treasure oaks LLC which is across the road . My understanding that their is a zoning request for 8 mile and Stewart rd to allow a drug and alcohol rehab center . I'm totally not in favor of this request as I think it could create big problems with theft and destruction of my property . I've had major issues before at a nother property that I owned as it relates to that subject matter.please consider the issue and think if that was next to your home and kids ? Thanks for your consideration.	E	Yes
	X	Vera S Hayes (11243 Stewart Road) The Galveston West End is designed for recreation and family living. The thought that people with drug/alcohol addictions will be nearby is troubling. Shouldn't they be in the medical area?	F	Yes
X		Emma Thomas-Smith (Lot 5): N/A	G	Yes

Case 20P-028				
Property Owner Notices				
In Favor	**Opposed**	**Comments**	**Associated Attachments**	**Within 200' Notification Area?**
	X	Earl & George Lyman (11219 N Gafftoppers): This area should stay residential this area is a family subdivision	H	Yes
	X	Kenneth Graves (Lot 49, Gafftoppers Sub): N/A	I	Yes
	X	Larry Domingue (Lot 48, Gafftoppers Sub): This is a residential environment want to avoid drug [infestation]	J	Yes
	X	Matthew Mouton (Lot 50, Gafftoppers Sub): N/A	K	Yes
	X	Larry and Kenetha Isles (Lot 7, Gafftoppers Sub): I am opposed to this request as well. I see this as run around to get back to the first Substance Abuse	L	Yes

Last updated: 10/13 @ 5:30PM

		Facility issue. If approved this property owner will be back 2-5 years from now. They will be stating the next time that the property has already been zoned for commercial use, thereby making it easy to transition to the Substance Abuse Facility again. **PLEASE VOTE NO** to this request as well. This would not be progress.		
		Vera Hayes (11243 Stewart): N/A	M	Yes

Totals

20P-027

Notices returned:	7/23
In favor:	1/7
Opposed:	6/7
No comment:	0/7

20P-028

Notices returned:	6/23
In favor:	0/6
Opposed:	5/6
No comment:	1/6

City Council
Planning & Development Division
City of Galveston
October 22, 2020

Public Comment
Cases 20P-027 and 20P-028

Cases 20P-027 and 20P-028 Public Comment				
Public Comment				
In Favor	**Opposed**	**Comments**	**Associated Attachments**	**Within 200' Notification Area?**
	X	Sandra & Ed Boughal (11205 Beard): I own a home in Sunny Beach and learned of a re-zoning meeting tomorrow at 3:30 PM to rezone this property from residential to commercial. As a property owner within a close proximity to that property I would have expected to receive a letter from the city concerning this re-zoning. I never received a letter from the city. If my information is correct, it seems that the applicant wants to turn this church property into a drug rehabilitation center. With Sunny Beach being a very popular beach access area as well as an extremely heavily frequented short-term rental area for families with many small children, under NO circumstances do we support the placement of a drug rehabilitation center in such close proximity to our area where so many families with young children spend time. Moreover, most of the homes in Sunny Beach are vacant through the off-season and are susceptible to burglary and vandalism during that time. We do not support this move to re-zone the property and hope the request will be rejected. At a minimum, we request that the city postpone this vote until more information is made available to us, the nearby homeowners. Please keep us updated on this matter.	N	No
	X	Eric Quinnell (11212 Bernice): Please postpone tomorrow's vote to rezone the church property. I have just been informed today about the plans for this rezoning to enable the building of a drug rehab center amongst our homes and I have grave concerns about having a drug rehab center in this area. As a homeowner and professional, I would like time to look at data regarding the size and type of patient population that would be served as well as the plans for increased traffic on our small roads. I would like to have a chance to see pertinent information. At this time, I do not see that the neighborhoods in this area or the city would benefit in any way by having a drug rehab center located amongst our family homes. I urge	O	No

		the committee to deny the rezoning if the vote is brought up again.		
	X	Leslie Quinnell (11212 Bernice): I am a homeowner in the Sunny Beach Residential neighborhood and I would like to ask that you postpone your vote on the zoning of the nearby church property so that we can provide you with more information regarding the impact that this rezoning will have on our neighborhood. We do not want to have a drug rehabilitation center with potentially relapsing drug addicts so close to our home where our children play outside and walk to the beach. In addition, my home also provides significant rental revenue to the city and my renters are attracted to my property primarily due to its quiet and safe residential status. We do not want this to change. Please consider that recovering addicts in a drug rehab center and family homes just do not mix safely. Furthermore, increased foot and car traffic will result in our area if rezoning takes place because recovering addicts need frequent public transportation which is not available in our area. We do not want dangerous loitering and hitchhiking to and from a rehab center. Thank you for your consideration--we firmly believe rezoning should not occur and that this owner can easily find a more suitable location to serve the drug rehab population.	P	No
	X	James Pitre (Lot 36, Gafftoppers Sub): I feel this project would further hamper the development of the Gafftopper subdivision of which I'm a land owner in said subdivision	Q	No
	X	Janet King (11216 Bernice): I am a resident and homeowner in Sunny Beach and I am strongly against this redesignation of the church property near our neighborhood into a drug rehabilitation center and I ask that you postpone your vote tomorrow. As a retired, certified Clinical Nurse Specialist in Psychiatric and Mental Health with drug rehabilitation experience, I would like to attest that a drug rehabilitation center is not suitable for this residential neighborhood. Outpatients and clients undergoing drug rehab are often our most difficult patients in regards to high risk for relapse as well as anger management issues and other serious mental health illnesses. It is my personal experience that many of these patients will linger in and around the center and tend to mingle with nearby teenagers and children--- a vulnerable population to mix with recovering addicts.	R	No

		Furthermore, the church location is near beach home rentals which are often empty--again in my professional experience, this presents an attractive opportunity to the client who is relapsing and tempted to resort to burglary to fund his relapse. And the church property is just not rural, as I understand the owners are seeking. It is in a high pedestrian area where families with small children are often seen walking to and from the nearby beach. For these reasons, and others, the church property location is not in the best interest of the city, the nearby subdivision, or the Sunny Beach subdivision for a drug rehabilitation center with recovering and relapsing addicts. Please postpone your vote to rezone so that we can study this issue further and provide more information to you regarding safety and the loss of rental revenue due to the easily anticipated increase in neighborhood crime. We appreciate all of your time and work and I want to thank you in advance for taking our concerns under consideration.		
	X	Jesse Meason (11227 Bernice): I own a home in Sunny Beach. Today, I was made aware of a re-zoning meeting tomorrow at 3:30 PM to rezone this property from residential to commercial. I thought that all property owners within a close proximity to that property should have received a letter from the city concerning this re-zoning. I never received a letter from the city. I understand the applicant wants to turn this church property into a drug rehabilitation center. This is NOT favorable to the homeowners in Sunny Beach. The majority of the homes in Sunny Beach are owned by non-residents. The majority of these properties are short term rentals that rent to families with a lot with small children. These same homes are vacant through the off-season and are susceptible to burglary and vandalism during that time. I realize that some of my facts may be wrong because I have just heard about this today from a phone call from a neighbor that does not live in Sunny Beach. This is reason enough to at least POSTPONE your vote and to provide more specific information about the re-zoning to all Sunny Beach homeowners. Please…..provide more information to us before you vote!	S	No
	X	Lester Lee (11225 N Gafftoppers/3621 W Gafftoppers): This is a residential environment. On 61st where this type of facility is drug infested transiants everywhere	T	No

City Council
Planning & Development Division
City of Galveston
October 22, 2020

	X	Linda Martell (11212 S Gafftoppers): I did not receive notice from the city of the change to the said property to a commercial substance abuse facility. I OPPOSE the change and would like to be notified in the future of any proposed changes to any properties surrounding the property	U	No
	X	Logan Beene (11221 Bernice): As the owner of 11221 Bernice in Sunny Beach, I am adamantly opposed to any rezoning from residential to commercial the area referred to in the subject line. The Sunny Beach area is our escape, as well as our investment property. We have it managed as a rental property for vacationers. The values of our homes in the area will undoubtedly lower, our investment will be lost, and no one will want to take their children for a family week at the beach across the street from a drug rehab center. Do not ruin the property values and degrade the safety of our area.	V	No
	X	Mary Mabry (11227 Beard): I am a homeowner in Sunny Beach subdivision, a residential neighborhood at 3005 and 8 Mile Road. I understand that property at 3005 and Stewart Road, a former church, is under consideration for commercial zoning. I received notification of this today, from a neighbor, the day before the planning department is to consider this change, as I understand it. If I am in error, I apologize. Residents in Sunny Beach would almost certainly have the right to input on this important decision, but have been denied that by a lack of notification. I request a postponement of this matter, followed by a notification to all homeowners in the vicinity of the proposed change, and a mode and time period for input. This seems more fair and transparent.	W	No
	X	Nancy Magoto (Sunny Beach): I OWN A HOME IN Sunny Beach and highly oppose this being zoned for commercial property. A rehab would be detrimental to the surrounding residential areas. Please vote NO or at least postpone this meeting till all surrounding areas are informed	X	No
	X	André Morgan (Lot 35, Gafftoppers Sub): Please find attached my documentation as a response to the letter that was sent out in regards to proposed changes to the address mentioned above. I am associated with the Gafftoppers association and a property lot/land owner. Please vote “NO” to the rezoning request and “NO” to allow the construction of a Substance Abuse Facility.	Y	No

	X	Marilyn Murph (2803 Mayapan): I feel like that there was not enough neighborhood input regarding the proposed zoning change for the abandoned church building usage at 8 Mile Rd. This building is not even accessible by public transportation, therefore the Stewart Rd (added) traffic that filters down to a racetrack at that point will become even more dangerous. Also, I think the surrounding neighborhoods need more time to learn and discuss the potential effects of having a substance abuse center next door and safety concerns.	Z	No
		Julia Cox (7519 Beaudelaire): Will this facility have drop in methadone treatment? How will the clients travel to and from the facility? Any security at this facility? Will clients be released without transportation?	AA	No
	X	Diane Schlegel (12825 E Conquistador): The West End of Galveston does not need to house the criminals forced into rehab by the court system. This will increase crime in our area and allow access to those that do not live on the West End. Currently the West End has the lowest crime rate which will increase if such a facility is placed in our area. If Galveston Courts wish to create an Abuse Facility, let them place it in their own neighborhoods – do not create problems where none currently exist	AB	No
X		Gail Peterson (1814 Bayou Shore): I whole heartedly support the addition of a rehab facility to our Island. Even if I lived next door to it I would have no concerns. People there are sick. People there are trying to be well. People there want to go home. Hopefully it will be supported and welcomed.	AC	No
X		Judith Flisram (1628 Ave N ½): This is great news. Galveston needs facilities like these. People need to look at all the facilities in Florida. Good for people needing treatment and provides jobs. Thank you Hello , not sure if my opinion matters as I do not live in the west area this is being proposed, however; Galveston needs a substance use disorder program desperately. State funded and privately owned. Just look at the people on the streets at night! People move to the west end because they dont want to see it, however; it could be their lived one next who needs it. Facilities are in the richest and nicest neighborhoods in CA, FL, it's time for the gulf and Galveston to become a recovery Mecca	AD	No

City Council
Planning & Development Division
City of Galveston
October 22, 2020

X		Georgia Nelson (4728 Crockett): I'm writing to expres my support of the proposed Substance Abuse Facility on Stewart Rd. There is a tremendous need for such a facility in Galveston. When people ask for help normally all of the beds in the area are full and they are placed on a waiting list. Adding additional beds to an overcrowded system, will allow more people to receive help. I've seen comments on social media expressing concern about increased crime because of the facility. These concerns are not supported by research.	AE	No
	X	Carolyn Gaido & Jon Eversberg (Address unknown): It has come to our attention that an application has been submitted to change the use of a certain property located at the corner of Eight Mile Road and Stewart Road. As property owners nearby we are interested in learning more about the proposed new use. We understand the proposal for the change of use is coming before City Planning today. We are requesting that a decision as to the change of use of this property be postponed to a future date so that the proposal can be properly presented to the neighboring property owners. It is an usually difficult time for all of us with tropical storm Beta as well as a worldwide Covid-19 pandemic currently in effect.	AF	No
	X	Liz Rogers Alvarado (10213 Stewart): I would like to submit a public comment for today's Planning Commission meeting regarding **agenda items 20P-027 and 20P-028 for the property located at 11279 Stewart Road.** As a homeowner on adjacent property located at 10213 Stewart Road, **we do not** support the requested change of zoning from Residential to Commercial. This entire area is residential with homes, kids, runners, dog-walkers and we sit across from Campeche Cove - this zoning change would set a precedence for other changes to occur and would open the door for any commercial entity to sit on this property - which would affect not only property values, but the community as a whole.	AG	
	X	Emily Cooke (Address unknown): I am a resident very close to the request for rezoning to commercial to put a drug rehab facility next to our home where a church currently is. I am completely NOT in support of this as the high volume traffic is a disruption to our family life and has been an issue with noise ordinance in the past. Putting a rehab facility next to our homes would increase the risk of crime and invasions of privacy.	AH	No

City Council
Planning & Development Division
City of Galveston
October 22, 2020

	X	Steve Voinis (11322 Sportsman): I am adamantly opposed to locating the proposed Substance Abuse Facility on the former church site on 8 Mile Road. My home is nearby on Sportsman Road which is a special place and joy for me and my wife, 5 children and 9 grandchildren. I fear that this proposed facility, located at the entrance of our peaceful Sportsman Road Community, would introduce risk and safety concerns to our family neighborhood. The damaging impact to Sportsman and other neighboring communities will be severe	AI	No
	X	Matt & Sara Hawkes (11516 Sportsman): We are not happy with the proposed location for the substance abuse facility off 8 mile road. We live off of 8 mile road off of Sportsman Road. We are full time residents, but there are many that are not full time residents on our road. I think having this facility here will lead to people walking or driving through our neighborhoods that normally wouldn't be over here. I feel this facility so close to residents will lead to increased crime.	AJ	No
	X	Mary Ann Loweth (31 E Briar Hollow Ln, Houston, TX): Along with my siblings, we own a home on Sportsman Road. My father bought the property close to 60 years ago and we re-built a home after Ike destroyed the original home. We've just learned that a rehab facility is proposed at an abandoned church located at 8 Mike Road & Stewart Road. We want to voice STRONG OPPOSITION to this facility. Our children and grandchildren visit often and we do NOT want the facility near us.	AK	No
	X	Krissi Reid (11042 Sportsman): I own a home at Sportsman& 8 mile road for 15 years, our property tax has increased at an alarming rate, it's ok w clean up of our area as it continues to improve. Adding a commercial facility that serves as a drug rehab center a few miles from my home is not an improvement. I do no agree for many reasons I am against Change in zoning I am against the Drug Rehab facility	AL	No
	X	James Pozzi (11802 Sportsman): My wife and I are opposed to this zoning change. It is also not a good location due to the flooding that occurs in our area as seen hte last several days with Beta.	AM	No
	X	Keith McFatridge Jr (11822 Sportsman): I am opposed to this permit use change. I did not receive notice. I am opposed to both of the following 1. Change in zoning request and	AN	No

		2. Approval of the drug rehab facility 11822 sportsman Road is my property.		
	X	Denise Campbell (11706 Sportsman): We are not in favor of changing zoning on 8 mile road and we are not in favor of a drug rehab facility on 8 mile road. We are opposed to changing zoning for an 8 mile road drug rehab.	AO	No
	X	Wade Kilpatrick (1704 S Congress Ave, Ste K, Austin, TX): We oppose the application for issuance of a Specific Use Permit to operate a "Substance Abuse Facility" at 11279 Stewart Road. The adjacent land is zoned RES/REC or TN. The Sweetwater Cove development and the ongoing expansion of Beachside Village area indicative of the quality of development occurring in this growth corridor. The proposed use would negatively impact these developments and deter similar high-quality developments in the future. Furthermore, it conflicts with COG's zoning plan.	AP	No
	X	Tracy Lovoi (900 Hogan, Houston, TX): This area is far to residential and tourist heavy for a facility of this nature. That building is very delipidated and would need millions of dollars of renovations. Surely there is a more remote area this facility could be built for less cost. We are opposed to any such facility at that location.	AQ	No
	X	Rocky Sullivan (11131 Homrighaus): See attached	AR	No
	X	Richard Krumholz (Address unknown): I have been a Resident and property owner on Sportsman Road for the past thirty years. I am strongly against the proposed Drug Rehab center on 8 Mile Road. This residential area is not the place for this type of facility. As we have recently (today) experienced this area and building is Highly susceptible to Flooding both by rain and storm surge. I watched this structure being built with portions being "underground" and have heard that it has structural issues due to being "underground" as well as health issues. This is not an exceptible location for this type of Facility!! Thank you in advance for declining a permit for such use.	AS	No
	X	Gayle Reynolds (Address unknown): My husband and I live on Sportsman Road. We do not want a drug rehab facility near our home	AT	No
X		Michael Saccar (3412 Avenue S #4): I, Michael Saccar, as a resident of the city of Galveston, Tx, do hereby voice my support in favor of the residential rehabilitation center for women as presented by	AU	No

		Mr. Ed Jackson. Please feel free to contact me for any further information at saccar@att.net. Thank you.		
X		Mary Ann Mueller (Address unknown): I am writing to you today about my friend Ed Jackson. I've known Ed for several years. He is a hard working and caring individual. He puts others before himself. His heart is only to help others live a fuller more robust life! I believe that if given the opportunity he would be a great asset to the community. I am asking you to approve his request for a residential rehabilitation center for women. He really just wants to help. Thank you for your time and attention to this matter. Sincerely, Mary Ann Mueller	AV	X
X		Lynn Donovan (Address unknown): **I am responding to an article in Tuesday's edition of The Galveston Daily News.** It appears according to the article that there is some opposition to having a residential women's treatment facility for substance-abuse on the west end of the island. I am a retired substance-abuse counselor, mother, grandmother, wife of 46 years, and an alcoholic with 34 years of sobriety. I think much opposition comes because individuals have a stereotype of what they think substance abuse women are like. I have several other female friends on the island who reside on the west end that are also in recovery. Galveston county is in desperate need of residential treatment programs for women. I truly feel that if individuals who are opposed to the proposed treatment center had the opportunity to meet some of us women they would surely change their minds and be in support of the project. It's my understanding from reading the article that this facility is self-pay not government funded treatment. One could speculate that these women are either currently employed, married or self-supporting in order to have private insurance or pay cash for treatment. With that said I would I suppose that many of these women are in the same situation that I was some 35 years ago. A wife, mother and an employee who Was an active alcoholic. As you can see by this email as a result of substance-abuse treatment we become active women in our communities, homeowners, taxpayers, mothers, wives and grandmothers and great girlfriends. If you would like to visit with any of us I'm sure that I can arrange it to answer any questions that you may have. I hope with this said that you will give consideration to supporting this	AW	X

		project. As you know an abandoned building often breeds vagrancy. I believe that is something that has more of an impact on property values than a privately run substance abuse treatment center. Thank you in advance for taking the time to receive my email.		
	X	Don Cooper (Lot 24): I oppose this	AX	X

Totals
Public Comment

Received:	37
In favor:	6/37
Opposed:	30/37
No comment:	1/37

Attachment A

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on September 22, 2020, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on October 22, 2020, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL,** in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

20P-027 (11279 Stewart Road) Request for a Specific Use Permit to operate a "Substance Abuse Facility." Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas.
Applicant: Edward Jackson
Property Owner: Veco V. Delagardie

In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19), the meeting will be held by videoconference and there will be no public access to the location described above. The public may view the meeting on Channel 16, online on GTV at galvestontx.gov, or Facebook Live.

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

A detailed staff report will be posted online at least 72 hours before the meeting. You may view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Landmark Commission."

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

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

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS: WE HAVE families with children at our freilities. It would be dangerous

Signature of Property Owner

Printed Name: EARL C. LYMAN JR.

11219 N. Gulftoppers
Address of property within notification area

[redacted]
*Contact Phone Number

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

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City of Galveston

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS:

Signature of Property Owner

121 Hall & Jones Sur LOT 49 GAFF Toppers SUB
Address of property within notification area

Kenneth Graves
Printed Name

[redacted]
*Contact Phone Number

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS:

Matthew Mouton
Signature of Property Owner

ABST 121 Page 64 Lot 50 Goff Toppers Sub.
Address of property within notification area

Matthew Mouton
Printed Name

[redacted]
*Contact Phone Number

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Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 8:14 AM
To: Catherine Gorman; Karen White
Subject: FW: Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)

Forwarding this message that was sent to Dr. Cole.

Thanks,
Janelle

From: Jackie Cole <JackieCole@GalvestonTX.Gov>
Sent: Monday, September 21, 2020 5:04 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Subject: Fwd: Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)

Please forward this to planning commission- not sure if he is in 200 ft notice area.

Begin forwarded message:

From: Kenni <[redacted]>
Subject: [EXTERNAL] Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)
Date: September 21, 2020 at 4:45:01 PM CDT
To: "JackieCole@galvestontx.gov" <JackieCole@galvestontx.gov>
Reply-To: Kenni [redacted]>

Dear Council Woman Cole,

20P-027
I just wanted to send you an email to express my 100% opposition to a proposed Substance Abuse Facility being located a fence hop away from my property in the Gafftopper's Residential Sub-Division. My Family (Wife and Grand Kids) currently enjoy the our property the way it was intended to be along with other property owners. Our families run and play freely and we have never had to worry about safety issues until now.

If this is approved we will have to watch very closely all of the activities on the other side of the fence. If this facility is placed in our neighborhood it will place at my door steps Drug addicts and other undesirable elements.

I value my family's safety and peace of mind. I am sure that you would not like to have a facility such as this adjacent to you house. Your children and maybe grandchildren would no longer be able to enjoy your place like they are accustom.

PLEASE VOTE NO to this request. I really don't want my family to be part of an experiment that could end up hurting our quiet and peaceful family community.

20P-028
I am opposed to this request as well. I see this as run around to get back to the first Substance Abuse Facility issue. If approved this property owner will be back 2-5 years from now. They will be stating the next time that the property has already been zoned for commercial use, thereby making it easy to transition to the Substance Abuse Facility again.

PLEASE VOTE NO to this request as well. This would not be progress.

Thanks for considering my wife and I thoughts on this matter,

Sincerely,

Larry Isles and Kenetha Isles
Property owners in the Gafftopper's Sub-Division
ABST 121 Hall & Jones Sur Lot 7 Gafftoppers SUB

Karen White

From: Bobby Moody <bobbym@moodygroup.com>
Sent: Tuesday, September 22, 2020 9:41 AM
To: Planning Counter
Subject: [EXTERNAL] Rehab center on 8 mile and Stewart rd

Hello my name is Robert Moody Jr and I own treasure oaks LLC which is across the road . My understanding that their is a zoning request for 8 mile and Stewart rd to allow a drug and alcohol rehab center . I'm totally not in favor of this request as I think it could create big problems with theft and destruction of my property . I've had major issues before at another property that I owned as it relates to that subject matter.please consider the issue and think if that was next to your home and kids ? Thanks for your consideration. Robert Moody Jr

Sent from my iPhone

City of Galveston

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

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS:

Signature of Property Owner

Robert L. Moody, Jr.
Printed Name

2601 8 Mile Rd
Address of property within notification area

[redacted]
*Contact Phone Number

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Attachment F

City of Galveston

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20P-027 (11279 Stewart Road) Request for a Specific Use Permit to operate a "Substance Abuse Facility." Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas.
Applicant: Edward Jackson
Property Owner: Veco V. Delagardie

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

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

[ ] I am in favor
[✓] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS: THE GALVESTON WEST END IS DESIGNED FOR RECREATION AND FAMILY LIVING. THE THOUGHT THAT PEOPLE WITH DRUG/ALCOHOL ADDICTIONS WILL BE NEARBY IS TROUBLING. SHOULDN'T THEY BE IN THE MEDICAL CENTER AREA?

Vera S. Hayes
Signature of Property Owner

11243 STEWART ROAD, GALVESTON, TX
Address of property within notification area

VERA S. HAYES
Printed Name

[redacted]
*Contact Phone Number

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Attachment G

City of Galveston

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

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

[✓] I am in favor
[ ] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS:

Emma J. Thomas-Smith
Signature of Property Owner

Emma J. Thomas-Smith
Printed Name

Address of property within notification area

*Contact Phone Number

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City of Galveston

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Property Owner: Veco V. Delagardie

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS: This area should stay residential this area is a family subdivision

Signature of Property Owner

Earl C. Lyman Jr.
Printed Name

11219 N. Grasshoppers.
Address of property within notification area

[redacted]
*Contact Phone Number

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City of Galveston

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

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Property Owner: Veco V. Delagardie

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS:

Kenneth Graves
Signature of Property Owner

121 Hall & Jones Sur Lot 49
GAFT Toppers SUB
Address of property within notification area

Kenneth Graves
Printed Name

[redacted]
*Contact Phone Number

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City of Galveston

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

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PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Adriel Montalvan

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS: This is a residental enviornment want to avoid drug infect

Larry J. Domingue
Signature of Property Owner

Larry J Domingue
Printed Name

11219 N. Gaff Topper Galveston TX 77554
Address of property within notification area

[redacted]
*Contact Phone Number

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GALVESTON

City of Galveston

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

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Applicant: Edwards Division
Attorney/Owner: John J. Delugardie

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PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Adriel Montalvan

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS:

Matthew Mouton
Signature of Property Owner

Matthew Mouton
Printed Name

ABST 121 Page 64 Lot 50 Goff Toppers Sub
Address of property within notification area

[redacted]
*Contact Phone Number

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Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 8:14 AM
To: Catherine Gorman; Karen White
Subject: FW: Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)

Forwarding this message that was sent to Dr. Cole.

Thanks,
Janelle

From: Jackie Cole <JackieCole@GalvestonTX.Gov>
Sent: Monday, September 21, 2020 5:04 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Subject: Fwd: Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)

Please forward this to planning commission- not sure if he is in 200 ft notice area.

Begin forwarded message:

From: Kenni <[redacted]com>
Subject: [EXTERNAL] Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)
Date: September 21, 2020 at 4:45:01 PM CDT
To: "JackieCole@galvestontx.gov" <JackieCole@galvestontx.gov>
Reply-To: Kenni [redacted]>

Dear Council Woman Cole,

20P-027
I just wanted to send you an email to express my 100% opposition to a proposed Substance Abuse Facility being located a fence hop away from my property in the Gafftopper's Residential Sub-Division. My Family (Wife and Grand Kids) currently enjoy the our property the way it was intended to be along with other property owners. Our families run and play freely and we have never had to worry about safety issues until now.

If this is approved we will have to watch very closely all of the activities on the other side of the fence. If this facility is placed in our neighborhood it will place at my door steps Drug addicts and other undesirable elements.

I value my family's safety and peace of mind. I am sure that you would not like to have a facility such as this adjacent to you house. Your children and maybe grandchildren would no longer be able to enjoy your place like they are accustom.

PLEASE VOTE NO to this request. I really don't want my family to be part of an experiment that could end up hurting our quiet and peaceful family community.

20P-028
I am opposed to this request as well. I see this as run around to get back to the first Substance Abuse Facility issue. If approved this property owner will be back 2-5 years from now. They will be stating the next time that the property has already been zoned for commercial use, thereby making it easy to transition to the Substance Abuse Facility again.

PLEASE VOTE NO to this request as well. This would not be progress.

Thanks for considering my wife and I thoughts on this matter,

Sincerely,

Larry Isles and Kenetha Isles
Property owners in the Gafftopper's Sub-Division
ABST 121 Hall & Jones Sur Lot 7 Gafftoppers SUB

City of Galveston

DEVELOPMENT SERVICES
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PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Adriel Montalvan

[ ] I am in favor
[ ] I am opposed
[✓] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS:

Vera S. Hayes
Signature of Property Owner

11243 STEWART ROAD, GALVESTON, TX
Address of property within notification area

VERA S. HAYES
Printed Name

[redacted]
*Contact Phone Number

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Karen White

From: Boughal Home [redacted] com>
Sent: Monday, September 21, 2020 2:22 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-028 (11279 Stewart Road)

Dear Planning Department:

I own a home in Sunny Beach and learned of a re-zoning meeting tomorrow at 3:30 PM to rezone this property from residential to commercial. As a property owner within a close proximity to that property I would have expected to receive a letter from the city concerning this re-zoning. I never received a letter from the city.

If my information is correct, it seems that the applicant wants to turn this church property into a drug rehabilitation center. With Sunny Beach being a very popular beach access area as well as an extremely heavily frequented short-term rental area for families with many small children, under NO circumstances do we support the placement of a drug rehabilitation center in such close proximity to our area where so many families with young children spend time.

Moreover, most of the homes in Sunny Beach are vacant through the off-season and are susceptible to burglary and vandalism during that time. We do not support this move to re-zone the property and hope the request will be rejected.

At a minimum, we request that the city postpone this vote until more information is made available to us, the nearby homeowners.

Please keep us updated on this matter.

Sandra & Ed Boughal
Sunny Beach Homeowners

Karen White

From: Leslie Quinnell [redacted] >
Sent: Monday, September 21, 2020 6:00 PM
To: Planning Counter
Subject: Re: the rezoning of the church property near Sunny Beach

To whom it may concern,

Please postpone tomorrow's vote to rezone the church property. I have just been informed today about the plans for this rezoning to enable the building of a drug rehab center amongst our homes and I have grave concerns about having a drug rehab center in this area.

As a homeowner and professional, I would like time to look at data regarding the size and type of patient population that would be served as well as the plans for increased traffic on our small roads. I would like to have a chance to see pertinent information.

At this time, I do not see that the neighborhoods in this area or the city would benefit in any way by having a drug rehab center located amongst our family homes. I urge the committee to deny the rezoning if the vote is brought up again.

Thank you.

Sincerely,

Dr. Eric Quinnell
11212 Bernice Drive
Galveston, Texas 77554

Karen White

From: Leslie Quinnell <[redacted]>
Sent: Monday, September 21, 2020 3:29 PM
To: Planning Counter
Subject: [EXTERNAL] Urgent: Sunny beach rezoning meeting

Dear committee:
I am a homeowner in the Sunny Beach Residential neighborhood and I would like to ask that you postpone your vote on the zoning of the nearby church property so that we can provide you with more information regarding the impact that this rezoning will have on our neighborhood.

We do not want to have a drug rehabilitation center with potentially relapsing drug addicts so close to our home where our children play outside and walk to the beach. In addition, my home also provides significant rental revenue to the city and my renters are attracted to my property primarily due to its quiet and safe residential status. We do not want this to change.

Please consider that recovering addicts in a drug rehab center and family homes just do not mix safely. Furthermore, increased foot and car traffic will result in our area if rezoning takes place because recovering addicts need frequent public transportation which is not available in our area. We do not want dangerous loitering and hitchhiking to and from a rehab center.

Thank you for your consideration--we firmly believe rezoning should not occur and that this owner can easily find a more suitable location to serve the drug rehab population.

Sincerely,
Leslie Quinnell
11212 Bernice Drive
Galveston, Texas 77554

Karen White

From: [redacted]
Sent: Monday, September 21, 2020 12:31 PM
To: Planning Counter
Subject: [EXTERNAL] 2OP-028 (11279 Stewart Road)
Attachments: 20200921_092613.jpg

To whom it may concern:
I'm writing to acknowledge my position on the proposed zoning change and the building of a Rehabilitation facility. I was not able to print and sign. I hope this email is suffice to acknowledge my position.

I am opposed:

Comments:
I feel this project would further hamper the development of the Gafftopper subdivision of which I'm a land owner in said subdivision.

Signature of Property Owner: James L. Pitre

Address of property within notification area: ABST 121 HALL & JONES SUT LOT 36 GAFFTOPPERS SUB

Contact Phone Number:
713-256-3838

Thank you,
James L. Pitre

Karen White

From: Janet King <[redacted]>
Sent: Monday, September 21, 2020 2:44 PM
To: Planning Counter
Subject: [EXTERNAL] Re-zoning meeting tomorrow

Dear Sir/Madam,
I am a resident and homeowner in Sunny Beach and I am strongly against this redesignation of the church property near our neighborhood into a drug rehabilitation center and I ask that you postpone your vote tomorrow.

As a retired, certified Clinical Nurse Specialist in Psychiatric and Mental Health with drug rehabilitation experience, I would like to attest that a drug rehabilitation center is not suitable for this residential neighborhood. Outpatients and clients undergoing drug rehab are often our most difficult patients in regards to high risk for relapse as well as anger management issues and other serious mental health illnesses. It is my personal experience that many of these patients will linger in and around the center and tend to mingle with nearby teenagers and children--- a vulnerable population to mix with recovering addicts. Furthermore, the church location is near beach home rentals which are often empty--again in my professional experience, this presents an attractive opportunity to the client who is relapsing and tempted to resort to burglary to fund his relapse. And the church property is just not rural, as I understand the owners are seeking. It is in a high pedestrian area where families with small children are often seen walking to and from the nearby beach. For these reasons, and others, the church property location is not in the best interest of the city, the nearby subdivision, or the Sunny Beach subdivision for a drug rehabilitation center with recovering and relapsing addicts.

Please postpone your vote to rezone so that we can study this issue further and provide more information to you regarding safety and the loss of rental revenue due to the easily anticipated increase in neighborhood crime. We appreciate all of your time and work and I want to thank you in advance for taking our concerns under consideration.

Sincerely,
Janet King, RN, MA
11216 Bernice Drive
Galveston, Texas 77554
713-480-7703

Karen White

From: Jesse Meason <[redacted]>
Sent: Monday, September 21, 2020 6:06 PM
To: Planning Counter
Subject: 20P-028 (11279 Stewart Road Rezoning).docx
Attachments: 20P-028 (11279 Stewart Road Rezoning).docx

Dear Planning Department:

I own a home in Sunny Beach. Today, I was made aware of a re-zoning meeting tomorrow at 3:30 PM to rezone this property from residential to commercial. I thought that all property owners within a close proximity to that property should have received a letter from the city concerning this re-zoning. I never received a letter from the city.

I understand the applicant wants to turn this church property into a drug rehabilitation center. This is NOT favorable to the homeowners in Sunny Beach. The majority of the homes in Sunny Beach are owned by non-residents. The majority of these properties are short term rentals that rent to families with a lot with small children. These same homes are vacant through the off-season and are susceptible to burglary and vandalism during that time.

I realize that some of my facts may be wrong because I have just heard about this today from a phone call from a neighbor that does not live in Sunny Beach. This is reason enough to at least POSTPONE your vote and to provide more specific information about the re-zoning to all Sunny Beach homeowners.

Please…..provide more information to us before you vote!

Regards,

Jesse Meason
11227 Bernice Drive
Galveston, TX 77554
214-477-6373

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on September 22, 2020, at 3:30 p.m., a Public Hearing will be held by the PLANNING COMMISSION on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on October 22, 2020, at 1:15 p.m., a Public Hearing will be held by CITY COUNCIL, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

20P-028 (11279 Stewart Road) Request for a partial change of zoning from Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) to a Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6) zoning district. Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas.
Applicant: Edward Jackson
Property Owner: Veco V. Delagardie

In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19), the meeting will be held by videoconference and there will be no public access to the location described above. The public may view the meeting on Channel 16, online on GTV at galvestontx.gov, or Facebook Live.

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

A detailed staff report will be posted online at least 72 hours before the meeting. You may view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Landmark Commission."

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

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

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS: This is a residential environment. On 61st where this type of facility is. Drug infested transiants everywhere

Lester M. Lee
Signature of Property Owner

11225 N. Gofftoppers 3621 W. Gofftopper
Address of property within notification area

Lester M. Lee
Printed Name

[redacted]
*Contact Phone Number

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

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

Karen White

From: Linda M <[redacted]>
Sent: Monday, September 21, 2020 5:36 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-028 (11279 Stewart Rd)

I live at 11212 S Gafftoppers, Galveston, TX 77554. I did not receive notice from the city of the change to the said property to a commercial substance abuse facility.

I OPPOSE the change and would like to be notified in the future of any proposed changes to any properties surrounding the property.

Thank you,

Linda Martell
832-640-6422

Karen White

From: D. Logan Beene DVM <[redacted]>
Sent: Monday, September 21, 2020 7:41 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-028 (11279 Stewart Road).

To whom it may concern,
As the owner of 11221 Bernice in Sunny Beach, I am adamantly opposed to any rezoning from residential to commercial the area referred to in the subject line.
The Sunny Beach area is our escape, as well as our investment property. We have it managed as a rental property for vacationers.
The values of our homes in the area will undoubtedly lower, our investment will be lost, and no one will want to take their children for a family week at the beach across the street from a drug rehab center.
Do not ruin the property values and degrade the safety of our area.

D. Logan Beene DVM
Owner, Crossroads Veterinary Hospital
1101 S. FM 116
Copperas Cove, TX 76522
O: 254 542-8700
C: 254 289-3791
Crossroadsvethospital.com

Karen White

From: Mary Mabry <[redacted]>
Sent: Monday, September 21, 2020 6:26 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-028 (11279 Stewart Road)

To the Planning Department:

I am a homeowner in Sunny Beach subdivision, a residential neighborhood at 3005 and 8 Mile Road. I understand that property at 3005 and Stewart Road, a former church, is under consideration for commercial zoning.
I received notification of this today, from a neighbor, the day before the planning department is to consider this change, as I understand it.
If I am in error, I apologize.

Residents in Sunny Beach would almost certainly have the right to input on this important decision, but have been denied that by a lack of notification.
I request a postponement of this matter, followed by a notification to all homeowners in the vicinity of the proposed change, and a mode and time period for input.
This seems more fair and transparent.

Most sincerely,

Woodrow and Mary Mabry
11227 Beard
Sunny Beach, Galveston

Karen White

From: Nancy Magoto <nancy@marbletilecollection.com>
Sent: Monday, September 21, 2020 2:33 PM
To: Planning Counter
Subject: [EXTERNAL] 2OP-028 (11279 STEWART ROAD)

I OWN A HOME IN Sunny Beach and highly oppose this being zoned for commercial property. A rehab would be detrimental to the surrounding residential areas. Please vote NO or at least postpone this meeting till all surrounding areas are informed.

Thank you

Nancy C. Magoto
President
Poolside Tile/ Marble & Tile Collection
7051 Portwest Drive Ste 180
Houston, Texas 77024
Showroom/Warehouse 713 8509595
Cell 281-3303707

" For that something different yet timeless look"

Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 8:14 AM
To: Catherine Gorman; Karen White
Subject: FW: Changing Zonng (11279 Stewart Road) 20P-028
Attachments: scan.pdf

Another message sent to Dr. Cole.

We have also received some public comments through the electronic form.

From: Jackie Cole <JackieCole@GalvestonTX.Gov>
Sent: Monday, September 21, 2020 5:10 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Subject: Fwd: Changing Zonng (11279 Stewart Road) 20P-028

Again- please forward to planning- I don't know if they are sending it in or just contacting me. Thanks,Jackie

Begin forwarded message:

From: APC Morgan <[redacted]>
Subject: [EXTERNAL] Changing Zonng (11279 Stewart Road) 20P-028
Date: September 21, 2020 at 4:39:16 PM CDT
To: <jackiecole@galvestontx.gov>

Council Member Cole,

Please find attached my documentation as a response to the letter that was sent out in regards to proposed changes to the address mentioned above. I am associated with the Gafftoppers association and a property lot/land owner.

Please vote "NO" to the rezoning request and "NO" to allow the construction of a Substance Abuse Facility.

The letter reflects my vote as well. I am including my contact information because my scanned copy didn't come through as clearly as possible.

Thank you in advance for your attention to this matter.

Andre' Morgan
713-443-6369

City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcenter@galvestontx.gov | 409-797-3680

NOTICE OF PUBLIC HEARING

[redacted] by the **PLANNING COMMISSION** on the following request, in [redacted]

[redacted] **THE CASE**

[redacted] **COUNCIL**, in City Council Chambers, Second Floor of City [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

In order to advance the [redacted] meetings [redacted] to slow the spread of the Coronavirus (COVID-19), [redacted] above. The public may view the meeting on Channel [redacted] TV, subscribe GTV at galvestontx.gov or [redacted].

Because you own property in the vicinity of the subject property, the City of Galveston [redacted] and the meetings and/or share your opinion by [redacted] deliver it in person, or scan and e-mail to [redacted] in support and opposition. Do not duplicate [redacted] galvestontx.gov/Forms/Public-Comment. [redacted] planningcenter@galvestonTX.gov. The Commission and Council will be informed of the [redacted] Only one notice per property will be accepted. Public Comment can also be submitted [redacted]

A detailed staff report will be posted online at least [redacted] view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Upcoming [redacted]

If you have any questions regarding this notice, please contact our office at [redacted] number indicated below.

Para preguntas o mayor información en español, comuníquese con [redacted] al (409) 797-3646.

Planning and [redacted]
PO Box 779 [redacted]
Galveston, [redacted]
Attn: [redacted]

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

COMMENTS:

Andrés Mazzo
Signature of Property Owner

Andrés Mazzo
Printed Name

Address: [redacted]

*Please be advised that any and all comments received are subject to the Texas Public Informa[redacted] by Planning Staff only. You may be contacted regarding additional information and/or changes.

Please note local and state law requires that written notice of a public hearing shall be sent to [redacted] municipal tax roll. It is possible for property ownership to change as notices are generated. The [redacted] owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

City of Galveston

Public Comment Form

First Name *
Marilyn

Last Name *
Murph

Email *
[redacted]

Phone *
5127627062

Meeting Body
CC-City Council

Street Address *
2803 Mayapan Ct

City *
Galveston

State *
Tx

ZIP *
77554

Subject *
Use of abandoned church near 8 Mile Rd

Comments * (?)
500 character maximum

I feel like that there was not enough neighborhood input regarding the proposed zoning change for the abandoned church building usage at 8 Mile Rd. This building is not even accessible by public transportation, therefore the Stewart Rd (added) traffic that filters down to a racetrack at that point will become even more dangerous. Also, I think the surrounding neighborhoods need more time to learn and discuss the potential effects of having a substance abuse center next door and safety concerns.

Checkbox

- [x] choice 1
- [ ] choice 2
- [ ] choice 3

City of Galveston

Public Comment Form

First Name *
Julia

Last Name *
Cox

Email *
[redacted]

Phone *
7134708023

Meeting Body
CC-City Council

Street Address *
7519 Beaudelaire circle

City *
Galveston

State *
TX

ZIP *
77551

Subject *
Drug rehab Stewart rd and 8 mile

Comments * (?)
500 character maximum

Will this facility have drop in methadone treatment? How will the clients travel to and from the facility ? Any security at this facility ? Will clients be released without transportation ?

Checkbox

- [x] choice 1
- [ ] choice 2
- [ ] choice 3

City of Galveston

Public Comment Form

First Name *
Diane

Last Name *
Schlegel

Email *
[redacted]

Phone *
7133027734

Meeting Body
CC-City Council

Street Address *
12825 E.. Conquistador

City *
Galveston

State *
TX

ZIP *
77554

Subject *
Substance Abuse Facility

Comments * (?)

500 character maximum

The West End of Galveston does not need to house the criminals forced into rehab by the court system. This will increase crime in our area and allow access to those that do not live on the West End. Currently the West End has the lowest crime rate which will increase if such a facility is placed in our area. If Galveston Courts wish to create an Abuse Facility, let them place it in their own neighborhoods - do not create problems where none currently exist!!!

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Gail

Last Name *
Peterson

Email *
[redacted]

Phone *
4097711217

Meeting Body
CC-City Council

Street Address *
1814 Bayou Shore Drive

City *
Galveston

State *
Texas

ZIP *
77551

Subject *
Rehab Facility

Comments * (?)

500 character maximum

I whole heartedly support the addition of a rehab facility to our Island. Even if I lived next door to it I would have no concerns. People there are sick. People there are trying to be well. People there want to go home. Hopefully it will be supported and welcomed.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Judith

Last Name *
Flisram

Email *
[redacted]

Phone *
2062405321

Meeting Body
CC-City Council

Street Address *
1628 Avenue N1/2

City *
Galveston

State *
TX

ZIP *
77550

Subject *
Substance abuse facility

Comments * (?)
500 character maximum

This is great news. Galveston needs facilities like these. People need to look at all the facilities in Florida. Good for people needing treatment and provides jobs.
Thank you

Checkbox

- [x] choice 1
- [x] choice 2
- [x] choice 3

City of Galveston

Public Comment Form

First Name *
Jude

Last Name *
Flisram

Email *
[redacted]

Phone *
2062405321

Meeting Body
CC-City Council

Street Address *
1628 Ave N 1/2

City *
Galveston

State *
Texas

ZIP *
77550

Subject *
Substance abuse program

Comments * (?)
500 character maximum

Hello , not sure if my opinion matters as I do not live in the west area this is being proposed, however; Galveston needs a substance use disorder program desperately. State funded and privately owned. Just look at the people on the streets at night! People move to the west end because they dont want to see it, however; it could be their lived one next who needs it. Facilities are in the richest and nicest neighborhoods in CA, FL, it's time for the gulf and Galveston to become a recovery Mecca

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Georgia

Last Name *
Nelson

Email *
[redacted]

Phone *
4097401028

Meeting Body
CC-City Council

Street Address *
4728 Crockett Blvd

City *
Galveston

State *
Tx

ZIP *
77551

Subject *
Substance Abuse Facility

Comments * (?)

500 character maximum

I'm writing to express my support of the proposed Substance Abuse Facility on Stewart Rd. There is a tremendous need for such a facility in Galveston. When people ask for help normally all of the beds in the area are full and they are placed on a waiting list. Adding additional beds to an overcrowded system, will allow more people to receive help. I've seen comments on social media expressing concern about increased crime because of the facility. These concerns are not supported by research.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

September 22, 2020

Galveston City Planning

It has come to our attention that an application has been submitted to change the use of a certain property located at the corner of Eight Mile Road and Stewart Road. As property owners nearby we are interested in learning more about the proposed new use. We understand the proposal for the change of use is coming before City Planning today. We are requesting that a decision as to the change of use of this property be postponed to a future date so that the proposal can be properly presented to the neighboring property owners. It is an usually difficult time for all of us with tropical storm Beta as well as a worldwide Covid-19 pandemic currently in effect.

Yours truly,
Carolyn T. Gaido
Jon R. Eversberg

Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 1:19 PM
To: Karen White
Cc: Catherine Gorman
Subject: FW: Planning Commission - Public Comment

Below is a public comment for today's PC meeting.

Thank you,
Janelle

From: Elizabeth Rogers <liz@fiveandtwomarketing.com>
Sent: Tuesday, September 22, 2020 1:17 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Cc: C&J MOONWALKS RENTALS <[redacted]>; John Listowski <[redacted]>
Subject: [EXTERNAL] Planning Commission - Public Comment

Good afternoon Janelle (and JP),

I would like to submit a public comment for today's Planning Commission meeting regarding **agenda items 20P-027 and 20P-028 for the property located at 11279 Stewart Road.** As a homeowner on adjacent property located at 10213 Stewart Road, **we do not** support the requested change of zoning from Residential to Commercial.

This entire area is residential with homes, kids, runners, dog-walkers and we sit across from Campeche Cove - this zoning change would set a precedence for other changes to occur and would open the door for any commercial entity to sit on this property - which would affect not only property values, but the community as a whole.

Thank you for your time - please contact me with any additional questions at (409) 771-0051 or liz@fiveandtwomarketing.com.

Warmest,

Liz Rogers Alvarado
Five & Two Marketing

409.771.0051
liz@fiveandtwomarketing.com
www.fiveandtwomarketing.com

Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 2:23 PM
To: Catherine Gorman
Cc: Karen White
Subject: FW: Planning Commission Agenda Item 20p-027 and 20p-028

Here is another public comment for today's meeting.

From: Emily Cooke <[redacted]>
Sent: Tuesday, September 22, 2020 2:22 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Subject: [EXTERNAL] Planning Commission Agenda Item 20p-027 and 20p-028

I am a resident very close to the request for rezoning to commercial to put a drug rehab facility next to our home where a church currently is. I am completely NOT in support of this as the high volume traffic is a disruption to our family life and has been an issue with noise ordinance in the past.

Putting a rehab facility next to our homes would increase the risk of crime and invasions of privacy.

Thank you,
Emily

City of Galveston

Public Comment Form

First Name *
Steve P

Last Name *
Voinis

Email *
[redacted]

Phone *
713-201-7498

Meeting Body
CC-City Council

Street Address *
11322 Sportsman Road

City *
Galveston

State *
Texas

ZIP *
77554

Subject *
8 Mile Road Substance Abuse Facility

Comments * (?)

500 character maximum

I am adamantly opposed to locating the proposed Substance Abuse Facility on the former church site on 8 Mile Road. My home is nearby on Sportsman Road which is a special place and joy for me and my wife, 5 children and 9 grandchildren. I fear that this proposed facility, located at the entrance of our peaceful Sportsman Road Community, would introduce risk and safety concerns to our family neighborhood. The damaging impact to Sportsman and other neighboring communities will be severe

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Matt and Sara

Last Name *
Hawkes

Email *
[redacted]

Phone *
8329201976

Meeting Body
CC-City Council

Street Address *
11516 Sportsman Rd

City *
Galveston

State *
TX

ZIP *
77554

Subject *
8 mile road proposed Substance Abuse Facility

Comments * (?)
500 character maximum

We are not happy with the proposed location for the substance abuse facility off 8 mile road. We live off of 8 mile road off of Sportsman Road. We are full time residents, but there are many that are not full time residents on our road. I think having this facility here will lead to people walking or driving through our neighborhoods that normally wouldn't be over here. I feel this facility so close to residents will lead to increased crime.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Mary Ann

Last Name *
Loweth

Email *
[redacted]

Phone *
7134464871

Meeting Body
CC-City Council

Street Address *
31 East Briar Hollow Lane

City *
Houston

State *
TX

ZIP *
77027

Subject *
Proposed rehab facility at 8 Mile Road and Stewart Roaf

Comments * (?)

500 character maximum

Along with my siblings, we own a home on Sportsman Road. My father bought the property close to 60 years ago and we re-built a home after Ike destroyed the original home. We've just learned that a rehab facility is proposed at an abandoned church located at 8 Mike Road & Stewart Road. We want to voice STRONG OPPOSITION to this facility. Our children and grandchildren visit often and we do NOT want the facility near us.
T

Checkbox

- [ ] choice 1
- [ ] choice 2
- [ ] choice 3

City of Galveston

Public Comment Form

First Name *
krissi

Last Name *
reid

Email *
[redacted]

Phone *
713-823-3365

Meeting Body
CC-City Council

Street Address *
11042 Sportsman Rd

City *
Galveston

State *
TX

ZIP *
77554

Subject *
proposed substance abuse "commercial property" at 8 mile and stewart rd

Comments * (?)
500 character maximum

I own a home at Sportsman& 8 mile road for 15 years, our property tax has increased at an alarming rate, it's ok w clean up of our area as it continues to improve. Adding a commercial facility that serves as a drug rehab center a few miles from my home is not an improvement. I do not agree for many reasons
I am against Change in zoning
I am against the Drug Rehab facility

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
James

Last Name *
Pozzi

Email *
jim.pozzi@anico.com

Phone *
4095999378

Meeting Body
CC-City Council

Street Address *
11802 SPORTSMAN RD

City *
GALVESTON

State *
TX

ZIP *
775549474

Subject *
Public hearing on zoning change on abandoned church property at Stewart Road and 8 Mile Road

Comments * (?)
500 character maximum

My wife and I are opposed to this zoning change. It is also not a good location due to the flooding that occurs in our area as seen hte last several days with Beta.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Keith

Last Name *
McFatridge Jr

Email *
kmcfatridge@mbslawyer.com

Phone *
7132047172

Meeting Body
CC-City Council

Street Address *
11822 Sportsman Rd

City *
GALVESTON

State *
TX

ZIP *
77551

Subject *
20P-027 (11279 Stewart Road)

Comments * (?)
500 character maximum
I am opposed to this permit use change. I did not receive notice.

Checkbox
- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

Karen White

From: Keith McFatridge, Jr. <kmcfatridge@mbslawyer.com>
Sent: Tuesday, September 22, 2020 3:32 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-027 (11279 Stewart Road)

I am opposed to both of the following

1. Change in zoning request and 2. Approval of the drug rehab facility.

11822 sportsman Road is my property.

Keith W. McFatridge, Jr. MBA, JD, LLM
McFatridge & Associates, P.C.
2228 Ship's Mechanic Row, Suite 200
Galveston, Texas 77550
Phone (409) 766-7966
Phone (713) 797-0694 (Houston)
Facsimile (409) 766-7955
Mobile (713) 204-7172

kmcfatridge@mbslawyer.com

City of Galveston

Public Comment Form

First Name *
Denise

Last Name *
Campbell

Email *
[redacted]

Phone *
7137258903

Meeting Body
CC-City Council

Street Address *
11706 Sportsman RD

City *
Galveston

State *
TX

ZIP *
77554

Subject *
Change in Zoning

Comments * (?)
500 character maximum

We are not in favor of changing zoning on 8 mile road and we are not in favor of a drug rehab facility on 8 mile road.

Checkbox

- [ ] choice 1
- [ ] choice 2
- [ ] choice 3

Karen White

From: Denise Campbell <[redacted]>
Sent: Tuesday, September 22, 2020 4:01 PM
To: Planning Counter
Subject: [EXTERNAL] 8 mile road rehab facility

Hello Planning,

We are opposed to changing zoning for an 8 mile road drug rehab.

Denise and Bob Campbell
11706 Sportsman Rd
Galveston, TX 77554

Best,

Denise Campbell
713-725-8903

Typos compliments
of my IPhone

City of Galveston

Public Comment Form

First Name *
Wade

Last Name *
Kilpatrick

Email *
[redacted]

Phone *
5127015553

Meeting Body
CC-City Council

Street Address *
1704 S Congress Ave, Suite K

City *
Austin

State *
Texas

ZIP *
78704

Subject *
Agenda Item 7D; Comments from the developers of the Sweetwater Cove subdivision

Comments * (?)

500 character maximum

We oppose the application for issuance of a Specific Use Permit to operate a "Substance Abuse Facility" at 11279 Stewart Road. The adjacent land is zoned RES/REC or TN. The Sweetwater Cove development and the ongoing expansion of Beachside Village are indicative of the quality of development occurring in this growth corridor. The proposed use would negatively impact these developments and deter similar high-quality developments in the future. Furthermore, it conflicts with COG's zoning plan.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

Karen White

From: Tracy Lovoi <TLovoi@cregroup.com>
Sent: Tuesday, September 22, 2020 4:16 PM
To: Adriel Montalvan
Subject: [EXTERNAL] Proposed Substance Abuse Facility at 8 Mile Road/ Steward Rd

This area is far to residential and tourist heavy for a facility of this nature.

That building is very delipidated and would need millions of dollars of renovations. Surely there is a more remote area this facility could be built for less cost.

We are opposed to any such facility at that location.

Tracy Lovoi
Partner
900 Hogan St., Houston, TX 77009
P: 713-225-0553 | F: 713-225-0554 |

SULLIVAN

September 22, 2020

City of Galveston Planning Commission
823 Rosenberg
Galveston, Texas 77550

Dear Commissioners:

I am writing you today to express my strong opposition to rezoning the parcel located at the corner of Stewart Road and 8 Mile Road for a drug rehabilitation facility. As a Galveston native, and multi-generation property owner in the vicinity, I feel that if this proposal were approved then it would have many negative impacts on the surrounding area. This would devalue properties a significant distance from the parcel in question, create logistical challenges and potentially pose a hazard to residents as well as customers of the facility itself. Further, I was very recently made aware of this proposal and know that many in the affected area are unaware of this re-zoning agenda item.

A drug rehabilitation facility will negatively impact property values a significant distance in all directions from the proposed site. It is fair to make the broad statement that nobody wants to own a house, vacation home, agricultural operation, wildlife preservation initiative or tourist oriented business in proximity to a drug rehab facility. Regardless of the "private" and "for-profit" status of the proposed operation, the mere existence of such an operation is incompatible with these exiting property utilizations and will erode current investments and the tax base. This loss in value would come in part from the real and/or perceived safety hazards that are inherent with an operation that solely caters to individuals with drug and substance addiction. Even though these customers would be seeking treatment, it is naïve to think that there would be no negative ramifications to the introduction of this element to the neighborhood. Serious drug use is almost always accompanied by other crimes and in many cases leads to homelessness. As the owner of a larger tract used for agricultural and wildlife habitat enhancement, I can tell you first hand that we have had dozens of issues related to trespassing and drug use over the years. Specifically, these trespassers were seeking an "open space" to engage in the utilization of illegal drugs or seeking to pick mushrooms from our private property to use as a drug.

The issues mentioned above could be further exacerbated by the lack of public transportation options and the fact that the property is not behind the seawall and surrounded by a flood-prone area during storm and high tide events. Should some of the patrons or individuals associated with the facility lack transportation options, then that could lead to some of the homeless issues and trespassing concerns mentioned above. Transportation of individuals in various stages of drug rehabilitation (i.e. cannot drive, should be in isolation, etc...) could create major problems during an attempted evacuation.

SULLIVAN
COMPANIES

One has to question whether this concept will be successful given the fact that there is already a Salvation Army and Women's Crisis Center on Galveston Island. If this venture were to fail, that could open the door for the facility to become a state or federally subsidized drug rehabilitation facility for indigent care. This is a practical concern for nearby owners because it would bring disastrous implications to the neighborhood.

In closing, I am a proponent of business and private property rights. However, I believe in reasonable zoning restrictions and feel that it is prudent not to allow this proposed property utilization. I again strongly urge the commission to deny this re-zoning request and thank you for your consideration.

Respectfully,

John R. "Rocky" Sullivan
Sullivan Central Park Ltd. & TNI Investments Ltd.
11131 Homrighaus Road
Galveston, TX 77554

Karen White

From: R Krumholz <[redacted]>
Sent: Tuesday, September 22, 2020 12:59 PM
To: Adriel Montalvan
Subject: [EXTERNAL] Drug ReHab Center 8Mile road

I have been a Resident and property owner on Sportsman Road for the past thirty years. I am strongly against the proposed Drug Rehab center on 8 Mile Road. This residential area is not the place for this type of facility. As we have recently (today) experienced this area and building is Highly susceptible to Flooding both by rain and storm surge. I watched this structure being built with portions being "underground" and have heard that it has structural issues due to being "underground" as well as health issues. This is not an exceptible location for this type of Facility!!
Thank you in advance for declining a permit for such use.

Richard V Krumholz
Sent from my iPad

Karen White

From: TONY REYNOLDS <[redacted]>
Sent: Thursday, September 24, 2020 9:12 AM
To: Planning Counter
Subject: [EXTERNAL] 8-Mile Road Drug Rehab

My husband and I live on Sportsman Road. We do not want a drug rehab facility near our home.

Gayle Reynolds

City of Galveston

Public Comment Form

First Name *
Michael

Last Name *
Saccar

Email *
[redacted]

Phone *
2107224576

Meeting Body
CC-City Council

Street Address *
3412 Avenue S # 4

City *
Galveston

State *
Texas

ZIP *
77550

Subject *
Cases #20P027 & #20P028

Comments * (?)
500 character maximum

October 1, 2020

To Whom It May Concern,

I, Michael Saccar, as a resident of the city of Galveston, Tx, do hereby voice my support in favor of the residential rehabilitation center for women as presented by Mr. Ed Jackson. Please feel free to contact me for any further information at saccar@att.net. Thank you.

Respectfully Submitted,

Michael Saccar, III

Karen White

From: Planning Counter
Sent: Monday, October 5, 2020 11:31 AM
To: Adriel Montalvan
Subject: FW: Case #20P027 & 2OPO28

Here you go. CG

From: marystampr <[redacted]>
Sent: Monday, October 5, 2020 11:26 AM
To: Planning Counter <PlanningCounter@GalvestonTX.Gov>
Subject: [EXTERNAL] Case #20P027 & 2OPO28

I am writing to you today about my friend Ed Jackson. I've known Ed for several years. He is a hard working and caring individual. He puts others before himself. His heart is only to help others live a fuller more robust life! I believe that if given the opportunity he would be a great asset to the community. I am asking you to approve his request for a residential rehabilitation center for women. He really just wants to help. Thank you for your time and attention to this matter. Sincerely, Mary Ann Mueller

Sent from my Sprint Samsung Galaxy S8+.

Karen White

From: Lynn <[redacted]>
Sent: Wednesday, September 30, 2020 4:34 PM
To: Planning Counter
Subject: [EXTERNAL] Serenity Isle

I am responding to an article in Tuesday's edition of The Galveston Daily News. It appears according to the article that there is some opposition to having a residential women's treatment facility for substance-abuse on the west end of the island. I am a retired substance-abuse counselor, mother, grandmother, wife of 46 years, and an alcoholic with 34 years of sobriety. I think much opposition comes because individuals have a stereotype of what they think substance abuse women are like. I have several other female friends on the island who reside on the west end that are also in recovery. Galveston county is in desperate need of residential treatment programs for women. I truly feel that if individuals who are opposed to the proposed treatment center had the opportunity to meet some of us women they would surely change their minds and be in support of the project.

It's my understanding from reading the article that this facility is self-pay not government funded treatment. One could speculate that these women are either currently employed, married or self-supporting in order to have private insurance or pay cash for treatment. With that said I would I suppose that many of these women are in the same situation that I was some 35 years ago. A wife, mother and an employee who Was an active alcoholic. As you can see by this email as a result of substance-abuse treatment we become active women in our communities, homeowners, taxpayers, mothers, wives and grandmothers and great girlfriends. If you would like to visit with any of us I'm sure that I can arrange it to answer any questions that you may have. I hope with this said that you will give consideration to supporting this project. As you know an abandoned building often breeds vagrancy. I believe that is something that has more of an impact on property values than a privately run substance abuse treatment center. Thank you in advance for taking the time to receive my email. If you need to contact me my number is 936-647-9166.
Sincerely, Lynn Donovan

Sent from my iPhone

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on September 22, 2020, at 3:30 p.m., a Public Hearing will be held by the PLANNING COMMISSION on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on October 22, 2020, at 1:15 p.m., a Public Hearing will be held by CITY COUNCIL, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

20P-028 (11279 Stewart Road) Request for a partial change of zoning from Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) to a Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6) zoning district. Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas
Applicant: Edward Jackson
Property Owner: Voco V. Delagardie

In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19), the meeting will be held by videoconference and there will be no public access to the location described above. The public may view the meeting on Channel 16, online on GTV at galvestontx.gov, or Facebook Live.

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

A detailed staff report will be posted online at least 72 hours before the meeting. You may view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Landmark Commission."

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

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

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS: I oppose this / ABST 121 HALL & JONES SUR Lot 18 GAFFIOPPE SUB
ABST 121 HALL & JONES SUR Lot 24 GAFFIOPPELS SUB

Dr. Don Cooper
Signature of Property Owner

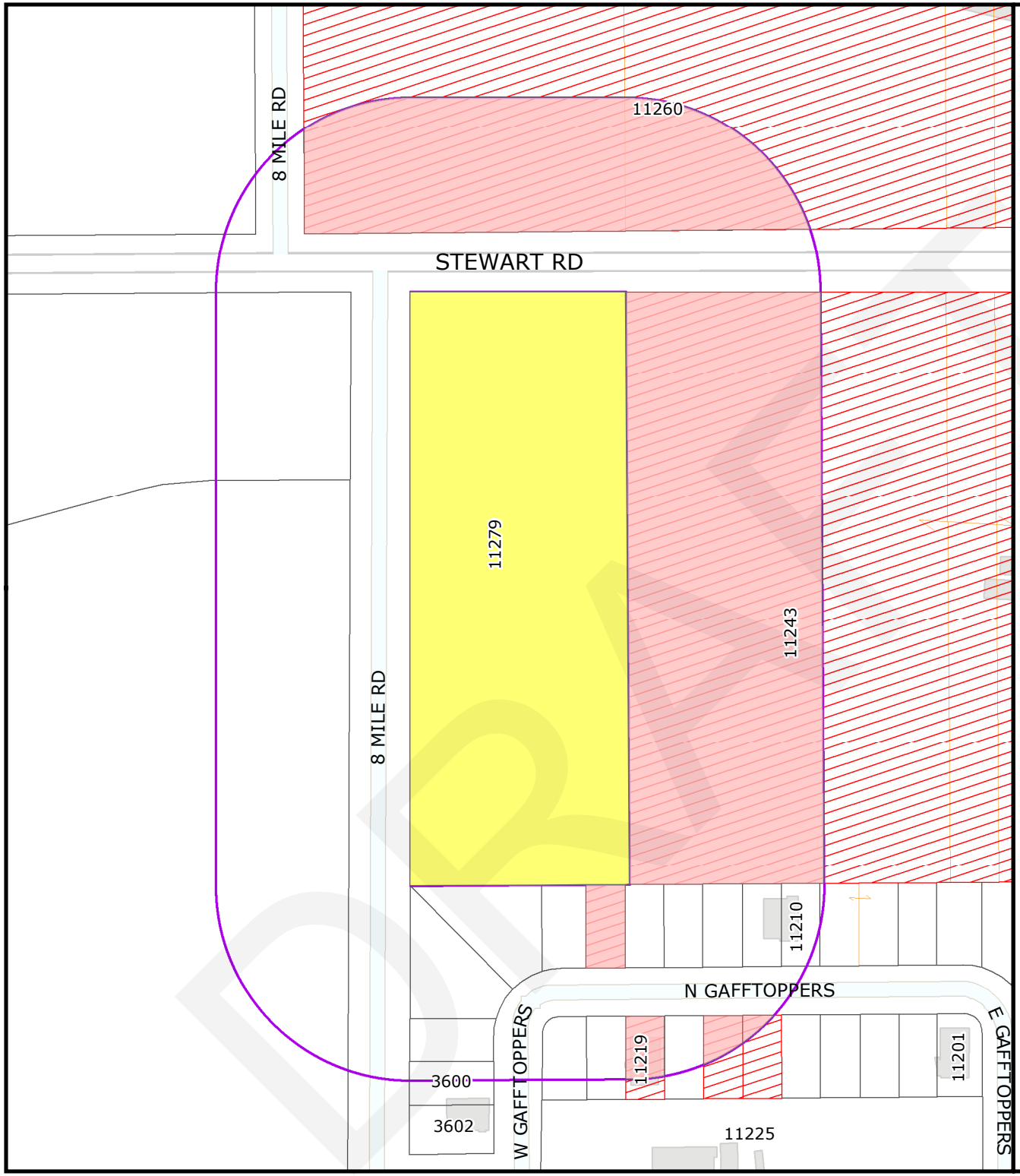
Address of property within notification area: [redacted]

DR. Don Cooper
Printed Name

*Contact Phone Number

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

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



20P-027

Specific Use Permit

1 inch = 150 feet

Feet
0 75 150

Legend

- Requesting Property
- Area of Opposition within the 200 Foot Buffer
- 200 Foot Buffer
- Opposition Returned Notices
- Parcel
- Lot Line
- Building Footprint

Area of Opposition within the 200 Foot Buffer	
Square Feet	193211.059403
Acres	4.435533

200 Foot Buffer Total Land Area	
Square Feet	459104.374984
Acres	10.539628

All Protests as of: 09/25/2020

42.0843% is the estimated percent of opposed return notices that have full or partial parcel area within the 200 foot buffer area.

Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet
Units: Foot US
Source Credits: Galveston Central Appraisal District (GCAD) - Parcels, Lot Lines, Building Footprints, Street Centerlines
City of Galveston from GCAD data - Opposition Returned Notices & Requesting Property; City of Galveston - 200-Foot Buffer & Area of Opposition within the 200 Foot Buffer

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations only and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.

Map prepared for the City of Galveston Development Services Department - 09/28/2020

ORDINANCE NO. 20-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, GRANTING A SPECIFIC USE PERMIT IN ORDER TO OPERATE A "SUBSTANCE ABUSE FACILITY" IN THE COMMERCIAL, HEIGHT AND DENSITY DEVELOPMENT ZONE, ZONE 6 (C-HDDZ-6) AND RESIDENTIAL, SINGLE-FAMILY, HEIGHT AND DENSITY DEVELOPMENT ZONE, ZONE 6 (R-1-HDDZ-6) ZONING DISTRICT ON PROPERTY COMMONLY KNOWN AS **11279 STEWART ROAD** AND LEGALLY DESCRIBED AS THE NORTHEAST PART OF LOT 39 (39-1), TRIMBLE AND LINDSEY SURVEY, SECTION 2, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER ***20P-027***; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the applicant is Edward Jackson and the Owner is Veco V. Delagardie, and the request is for a Specific Use Permit in order to operate a "Substance Abuse Facility" on property commonly known as **11279 Stewart road** and legally described as the Northeast Part of Lot 39 (39-1), Trimble and Lindsey Survey, Section 2, in the City and County of Galveston, Texas; and,

WHEREAS, the subject site is in the Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6) and Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) Zoning District. A Specific Use Permit is required in order to operate a "Substance Abuse Facility"; and,

WHEREAS, as more detailed in the staff report attached hereto, as **Exhibit 1** and fully incorporated herein, the site is comprised of 3.12 acres of land located on the corner of Stewart and 8 Mile Road). The site is one lot with two zoning designations; and,

WHEREAS, Currently, there is a vacant structure on the site. The vacant structure on the site was originally constructed as a church and would need to be completely brought up to current code in order to receive a certificate of occupancy; and,

WHEREAS, this request is associated with a request for a change of zoning for the southern portion of the property per planning case 20P-028. If granted a change of zoning, the entire site would be zoned Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6); and,

WHEREAS, the majority of the property is zoned Commercial (C), which allows for various commercial uses by right. There are limited residential uses in the immediate area and the general vicinity is mostly vacant land. The zoning classification of nearby properties is comprised of Commercial (C), Resort/Recreation (RES/REC), and Traditional Neighborhood (TN); and,

WHEREAS, Staff finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations based on the following findings:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objective and policies of the City of Galveston 2011 Comprehensive Plan and other adopted plans;

2. The proposed zoning is consistent with the future land use map prepared by staff and accompanying the staff report for this case;

3. The proposed change is consistent with the implementation of existing or planned streets, water, wastewater, other utilities and delivery of public services to the area in which the proposed rezoning is located;

4. The range of uses and character of development allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning and the parcel has sufficient dimensions to accommodate reasonable development that complies with the requirements or the Land Development Regulations including parking and buffering requirements;

5. The pace of development and/or amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development; and,

WHEREAS, the Planning Commission, at their regular meeting of September 22, 2020, voted to recommend approval of this Specific Use Permit with conditions as specified in Section 3, below; and,

WHEREAS, Staff recommends Case 20P-027 be approved with certain conditions as specified in Section 3 below; and,

WHEREAS, after notice and after conducting a public hearing, the City Council of the City of Galveston, Texas, finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations and deems it in the public interest to grant applicant's request for a Specific Use Permit on property commonly known as **11279 Stewart road** and legally described as the Northeast Part of Lot 39 (39-1), Trimble and Lindsey Survey, Section 2, subject to certain conditions listed 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. Subject to certain conditions set forth in Section 3 below, the Applicant, Edward Jackson, is hereby granted a Specific Use Permit in order to operate a "Substance Abuse

Facility" in Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) Zoning District on property commonly known as **11279 Stewart road** and legally described as the Northeast Part of Lot 39 (39-1), Trimble and Lindsey Survey, Section 2, in the City and County of Galveston, Texas.

SECTION 3. This Specific Use Permit shall be issued to applicant subject to the following conditions:

Specific Conditions for Case 10P-31:

1. Applicant shall provide continuous fencing around perimeter of property, which incorporates landscaping and does not substantially negatively impact the natural environment;
2. Any exterior lighting shall be installed so as to minimize light trespass and reduce overnight lighting between the hours of 10 PM and sunrise;
3. Approval of this Specific Use Permit is subject to the business plan in substantially the same form as submitted per Exhibit B;
4. Applicant shall make available to the City an Emergency Response Plan before issuance of Certificate of Occupancy;
5. Applicant shall provide proof of issuance of any required licenses before commencing operations;
6. Hours of Visitation. Visits to residents of the facility by non-residents shall not occur between the hours of 10:00 PM and 8:00 AM;
7. The use shall be located at least one-half mile from an existing location of the same use, measured as a radius from property lines of the limited use;
8. The use shall be located at least 200 feet from a school or public park, measured as a radius from property lines of the limited use;
9. Ingress to and egress from all assigned living areas for residents shall be made through the interior of the building rather than from direct outside entrances to each unit;
10. No signage is permitted;

Standard Conditions:

11. The applicant shall adhere to all comments/conditions received from City departments and/or private utility companies. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval. Failure to comply with all comments/conditions may result in penalties and/or revocation of this permit;
12. If a building permit for a use approved by Specific Use Permit (SUP) has not been issued within two (2) years of the date of final approval by City Council, the SUP and all associated plans shall expire unless the SUP specifically states otherwise or a state or federal declaration of a natural disaster occurs within such period, then the SUP will automatically be extended for one additional two (2) year period;
13. If a use approved by Specific Use Permit is discontinued for a period of one (1) year, then the SUP and all associated plans shall be deemed to have expired and be of no effect;
14. Any change to the land use layout shall be submitted to the Development Services Department

for possible review by Planning Commission and City Council;

15. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City Codes and Standards; and
16. The applicant must comply with all requirements of the Land Development Regulations.

SECTION 4. This Specific Use Permit approved in accordance with the provisions of this Ordinance in its original form, and as may be amended, shall be valid only as long as the Applicant uses it in accordance with the conditions and standards established herein. Any violation of any of the conditions of this Specific Use Permit enumerated herein shall upon the option of the City Council cause this Specific Use Permit to be canceled and declared void and of no further effect.

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

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

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

SECTION 8. This Ordinance shall 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 October 22, 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

City Council
Planning and Development Division
City of Galveston
October 22, 2020

20P-028 STAFF REPORT

ADDRESS:
11279 Stewart Road

LEGAL DESCRIPTION:
Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:
Edward Jackson

PROPERTY OWNER:
Veco V. Delagardie

ZONING DISTRICT:
Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) and Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6)

REQUEST:
Change of zoning from Residential Single-Family with Height and Density Development Zone, Zone-6 (R-1-HDDZ-6) to a Commercial with Height and Density Development Zone, Zone-6 (C-HDDZ-6) zoning district.

EXHIBITS:
A – Zoning Map
B – Land Use Comparison
C – Applicant's Submittal
D – Public Comments

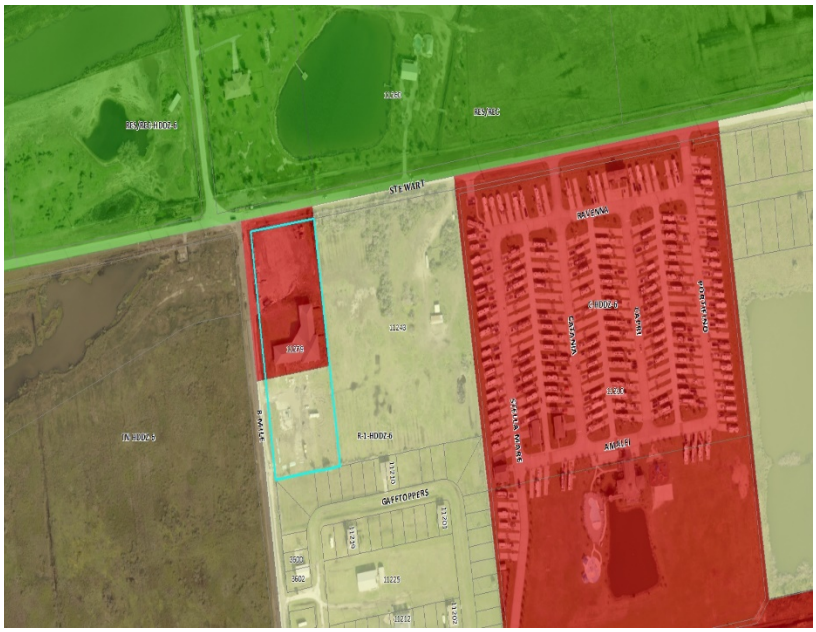
STAFF:
Adriel Montalvan, Senior Project Manager
409-797-3645
amontalvan@galvestontx.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
23	6	0	5	1

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

City Department Notification Responses:
No Objections



Executive Summary
The applicant is requesting a partial change of zoning from Residential Single-Family with Height and Density Development Zone, Zone-6 (R-1-HDDZ-6) to a Commercial with Height and Density Development Zone, Zone-6 (C-HDDZ-6) zoning district. The property is currently partially zoned Commercial (C) on the northern portion of the lot, and Residential, Single-family (R-1) on the south third portion of the property. The land area of this change of zoning will serve as a parking lot for a proposed substance abuse facility at this location.

Please note that the applicant is not requesting any change to the Height and Density Development Zone.

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Commercial and Residential Single-Family with Height and Density Development Zone, Zone-6 (C-R-1-HDDZ-6)	Vacant Structure
North	Resort/Recreation Family with Height and Density Development Zone, Zone-6 (RES/REC-HDDZ-6)	Residential
South	Residential Single-Family with Height and Density Development Zone, Zone-6 (R-1-HDDZ-6)	Vacant/Residential
East	Residential Single-Family with Height and Density Development Zone, Zone-6 (R-1-HDDZ-6)	Residential
West	Traditional Neighborhood with Height and Density Development Zone, Zone-6 (TN-HDDZ-6)	Vacant

Interpretation of Use Classification

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

Compatibility with Surrounding Land Use and Zoning

Currently, the majority of the property is zoned Commercial which allows for various commercial uses by right. There are limited residential uses in the immediate area, and the general vicinity is mostly vacant land. The zoning classification of nearby properties is comprised of Commercial (C), Resort/Recreation (RES/REC), and Traditional Neighborhood (TN).

Criteria for Approval

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

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives and policies of the City's 2011 Comprehensive Plan and other adopted neighborhood plan, special area plan, redevelopment plan, or other plan applicable to the area;
2. The proposed zoning is consistent with the future land use map of the 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities and the delivery of public services to the area in which the parcel proposed for rezoning is located;

4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Land Development Regulations, including parking and buffering requirements; and
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.

Planning Commission Recommendation

The Planning Commission at the regular meeting of September 22, 2020, voted unanimously to recommend approval of this change of zoning request.

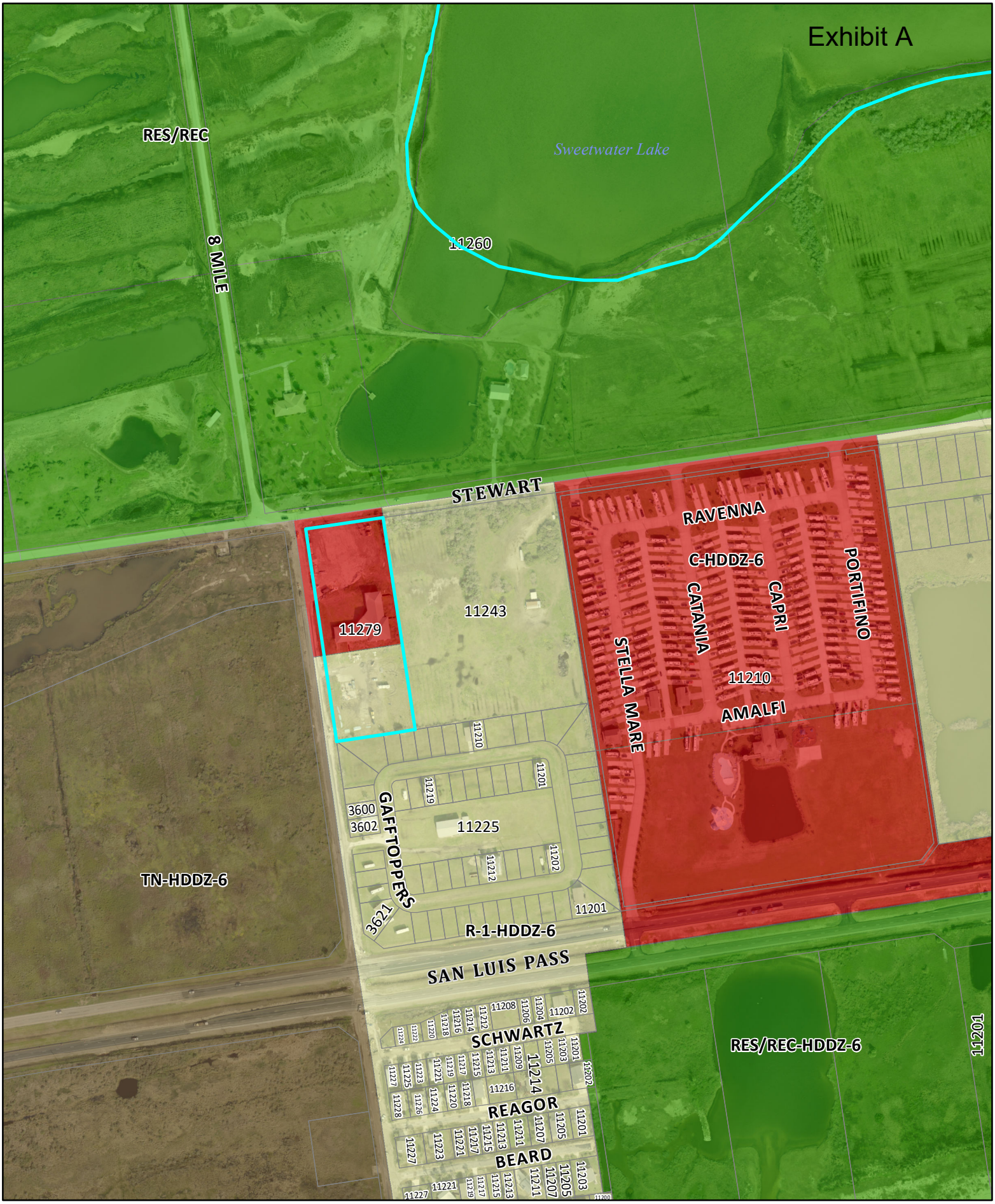
Respectfully Submitted,

_____ 10/14/2020

Adriel Montalvan
Senior Projects Manager

Date

Exhibit A



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.
It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.

Map prepared by the City of Galveston Development Services Department (montalvanado) 6/4/2020

Legend

Parcels

Exhibit B

Table 2.201 Permitted Uses: Agricultural and Residential Uses			
P = permitted use; L = limited use; S = specific use review; "-" = prohibited use			
Zoning Districts			
Agricultural Land Use	R-1	C	Use Standard
Agricultural Support	-	-	
Agriculture/Urban Farming	L	P	LIMITED
Commercial Stable	-	-	
Residential Stable	-	-	LIMITED
Veterinarian, Large Animal	-	-	
Residential Land Uses	R-1	C	Use Standard
Accessory Dwelling Unit	L	L	LIMITED
Bed and Breakfast	-	P	LIMITED
Boarding House, Dormitory, Fraternity or Sorority	-	P	LIMITED
Child Care Facility, Day Care (Residential)	-	P	LIMITED
Community Garden	L	P	LIMITED
Cottage Food Production	P	P	State Law
Home Based Business	-	P	LIMITED
Home Based Occupation	P	P	
Hospital House Establishment	-	P	LIMITED
Live-Work Unit	-	P	LIMITED
Condominium	-	P	LIMITED
Duplex	L	P	LIMITED
Multi-Family Residential	-	P	LIMITED

Personal Care Homes (DADS)	P	P	State Law
Short Term Rental Residential Dwelling	P	P	
Single-Family Detached	P	P	LIMITED
Townhouse	-	P	

Commercial Land Uses	R-1	C	Use Standard
Adult Day Care	-	P	LIMITED
Adult Use (SOB)	-	S	SUP
Alcoholic Beverage Sales, Liquor Store or Package	-	P	SUP
Arena / Stadium	-	P	
Auto Service/Fueling or Charging Station	-	L	LIMITED
Bar	-	P	LIMITED/ SUP
Boat Repair Facility	-	L	LIMITED
Boat Sales or Rental	-	L	LIMITED
Child Care Facility, Day Care (Commercial)	-	P	LIMITED
Cleaning / Laundry Pick-Up Station	-	P	LIMITED
Cleaning / Laundry-Mat Self Service	-	P	LIMITED
College / University / Vo-Tech	-	P	
Commercial Amusement, Indoor	-	L	LIMITED
Commercial Amusement, Outdoor	-	L	LIMITED
Commercial Lodging (Hotel)	-	L	SUP
Commercial Warehousing and Logistics	-	-	

Correctional or Rehabilitation Facility	-	S	SUP
Credit Access Business	-	L	
Family Care Facility	-	S	SUP
Fine Arts Instruction	L	P	LIMITED
Flea Market	-	L	LIMITED
Golf Carts, Sales and Service	-	L	LIMITED
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental	-	-	LIMITED
Homeless Shelter	-	S	SUP
Hospital	-	P	
Kennel	-	L	LIMITED
Library	-	P	
Medical Office / Clinic / Lab	-	P	LIMITED
Nursery or Greenhouse, Retail	-	P	
Nursing / Convalescent Home	-	P	LIMITED/SUP
Office	-	P	LIMITED
Outdoor Storage	-	L	Limited
Parking Lot, Commercial Surface Parking Area	-	-	LIMITED
Parking Structure or Lot Incidental to Main Use	-	L	LIMITED
Parking Structure – Mixed Use	-	L	LIMITED
Passenger Motor Vehicle Sales or Rental	-	L	LIMITED
Pawn Shop	-	P	
Personal Fitness	-	P	LIMITED

Pet Grooming Services	-	P	LIMITED
Place of Private Assembly	-	P	SUP
Place of Public Assembly	-	P	LIMITED
Private Club	-	P	SUP
Professional Services, Instruction/Counseling	-	P	LIMITED
Public Safety Facility	-	P	
Recreation Indoor	L	P	LIMITED
Recreation Outdoor	L	P	LIMITED
Recycling Center	-	L	LIMITED
Restaurant, Drive-In / Through	-	L	LIMITED
Restaurant, No Drive-In / Through	-	P	LIMITED
Retail - Big Box	-	L	LIMITED
Retail - Commercial	-	P	
RV Park	-	L	LIMITED
School, Private	-	P	LIMITED
School, Public	P	P	
Self Storage	-	P	LIMITED

Commercial Land Uses	R-1	C	Use Standard
Shooting Range	-	P	
Short Term Rental Residential Dwelling	P	P	
Small Scale Food And Beverage Production	-	P	LIMITED
Substance Abuse Facility	-	S	SUP
Vehicle Wash	-	P	
Vending Kiosk/ATM	-	L	LIMITED
Veterinarian, Small Animal	-	P	
Wholesale	-	L	LIMITED

Industrial Land Use	R-1	C	Use Standard
Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business	-	-	
Excavation	L	L	LIMITED
Heavy Industry	-	-	LIMITED
Light Industry	-	-	LIMITED
Mining / Extraction	-	-	
Research and Testing Laboratory	-	P	
Parking and/or Multimodal Transportation Facility	-	L	LIMITED
Power Generation	-	-	

Industrial Land Use	R-1	C	Use Standard
Towing Service Facility	-	S	Limited/SUP
Uses involving Radioactive Material, not including uses related to diagnosis and treatment of illness; and, construction applications;	-	-	

and, academia and scientific research			
Public/Private Land Uses	**R-1**	**C**	**Use Standard**
Airport	-	-	
Cemetery	-	S	SUP
Heliport	-	-	LIMITED
Helistop	-	L	LIMITED
Marina	-	P	SUP
Port and Harbor Facilities	-	-	
Public Utility Plant	-	P	SUP
Rail Yard	-	-	
Wireless Telecommunication Facility	-	S	SUP w/ Standards

Exhibit C

Tim Tietjens, Director
City of Galveston Department of Development Services

Cate Black, Chairperson
City of Galveston Planning Commission

RE: Serenity Isle, 11279 Stewart Road
Includes: Specific Use Permit – Site Plan approval information: Description of proposed use

Dear Mr. Tietjens,

Please accept this letter as a brief description of the proposed use for the property on the West end of Galveston for the project located at 11279 Stewart Road. A much more detailed description is included in the business plan.

Serenity Isle of Galveston will be a 39 bed residential drug and alcohol rehabilitation facility for women. It will provide housing, food, and treatment for up to 39 women at a time. The program will primarily be a 90 day on site residential treatment. Processes, treatment activities, and floor layout are detailed in the attached business plan. The facility will include a mix of one and two bedroom units, with separate areas for showers, sinks, and toilets. There will be a large food preparation and serving area, as well as a dining area. There are also areas for individual therapy sessions, group therapy sessions, and expressive therapies. Treatment will be provided by state licensed counselors. The entire property will be fenced and secure. Residents will only be allowed off-site access under supervision of one or more staff members. Visitation of residents will be limited to Friday evening and Saturday afternoon, and limited to immediate family members.

Sincerely,

Edward Jackson, President, Serenity Isle of Galveston, LLC.

eas

easterwood
ARCHITECTS STUDIO

August 13, 2020

Tim Tietjens, Director
City of Galveston Department of Development Services

Cate Black, Chairperson
City of Galveston Planning Commission

RE: Serenity Isle, 11279 Stewart Road
Includes: Change of Zoning Application Narrative

Dear Mr. Tietjens:

Please accept this letter as a brief narrative of the Project proposed for Mr. Edward Jackson of Serenity Isle of Galveston on the West End of Galveston Island. The Serenity Isle facility is seeking support for rezoning a property that currently has a 'split-zoning' condition. We are requesting a Change of Zoning on the south third portion of the property from Residential-1 (R-1) to Commercial (C).

The majority of the property's zoning is Commercial, and much of the area nearby is zoned to allow for some commercial uses. There is limited residential development in the area, with most of that oriented towards the beach, in the case of the Gafftoppers and Sunny Beach subdivisions to the south. While there are 3 unbuilt residential lots directly adjacent to the site, the general vicinity is largely vacant, with the most intense land-use in the area being the Stella Mare RV park to the East. The site and building has been vacant for some time. The building was originally built as a church, but has been vacant since Hurricane Ike. The site was briefly used as an unpermitted RV Park in 2009/10 (fig 4). Our Change of Zoning request is the best possible tool for moving forward with the Project, designed as a 39 bed, state of the art rehabilitation facility. Serenity Isle of Galveston LLC will be the premier drug and alcohol inpatient rehab facility in the greater Houston metro area, conveniently located on Galveston Island.

While the specifics of the treatment facility are not criteria for approval of the zoning change request, the Serenity Island business plan details the treatment approach and operations of the facility. In other words, this is not a 'project specific' approval; but, it is necessary to permit use of the land as 'Parking, incidental to main use', despite it being the location that the church historically used as it's parking lot. The property is also located within the Height and Density Development Zone (HDDZ), which places additional design and development standards on the property. This would apply more to potential future development than to the proposed parking lot, providing transition and protection to the residential neighbors.

409.354.8976 2627 Avenue K Galveston, TX 77550 contact@beaia.com

Please see the attached Site Plans (fig 8) for the parking lot configuration and landscaping that is in conformance with LDR standards, although a 5' tall solid screening wall or fence is also required along the Southern property line shared with Gafftoppers subdivision.

The Planning Application for a Change of Zoning request provides some guidelines for the information needed for staff and commissioner evaluation. Response to those are listed for you here or in some cases may be seen in the site plans –

- *The proposed and present zoning advance the goals, objective and policies of the City of Galveston 2011 Comprehensive Plan and other adopted plans;*

  The proposed Zoning change is supported by the 2011 Comprehensive Plan in a few aspects. The Human Element section of the Comp Plan compels the City to **promote preservation and creation of open space for resource conservation**. Coupled with that intention is the requirement that Commercial parking lots be located in the rear of the structure. The two combined have informed the location of the parking lot, while allowing the sizable buffer to Stewart Road to be preserved and naturally enhanced.

  The Human Element of the Comp Plan also addresses some social issues that are important to the mission of the treatment facility. Supporting projects that **strengthen families**, **provide services to vulnerable populations**, and **reduce violence and abuse within the community** are all goals that the recovery from addiction and wellness will be by-products of treatment at Serenity Island. Residents will be cared for in a contained, secure facility during rehab treatment, ultimately transitioning back to the general population, and their families.

- *The present and proposed zoning is consistent with the future land use map prepared by staff and accompanying the staff report for this case;*

  The proposed zoning change from R-1 impacts approximately one-third of the tract, with the North portion having been zoned Commercial with the adoption of the 2015 LDR and Land use Map. Prior to 2015, the property was split-zoned in the same proportion, with Retail zoning on the north and Multi-family on the south. As mentioned, the Zoning Districts in the general area allow for some commercial uses. While there are some residences, the isolative nature of the treatment facility will not be disruptive to the few existing neighbors, or negatively influence future development of the surrounding area.

- *The present and proposed change is consistent with the implementation of existing or planned streets, water, wastewater, other utilities and delivery of public services to the area in which the proposed rezoning is located;*

The proposed Zoning change is located in a fortunate place in this regard. Municipal sewer and water are available at the site. Located at the corner of 8-mile Road and Stewart Road offers a visual connection and ease of access from a thoroughfare, with the benefit of a less trafficked, walkable street which can provide controlled, supervised relief for some treatment patients. Additional public safety delivery to the site is ideal, in the case that they may be needed in an emergency. See attached distances to the two nearest emergency response stations. (figs 9,10).
Related to public safety, the Owner has been in discussion with the flood plain administrator about use of the first floor of the structure not being permitted. While the building appears elevated on fill, the first floor of the structure is below base flood elevation. All operations, treatments, housing etc. is limited to second story of the structure due to this condition.

- *The range of uses and character of development allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning and the parcel has sufficient dimensions to accommodate reasonable development that complies with the requirements or the Land Development Regulations including parking and buffering requirements;*

  The character of the development, and the use of the larger tract is not incompatible with development in the area, and the parking area, is necessary for staff and visitors. The Church used this area for parking historically, and the intent is to improve the conditions. Cleaning up the site of the abandoned RV hookups and patchwork paving will greatly improve the condition of the property. Parking is the purpose of the request, and buffering well exceeds what is required.

- *The pace of development and/or amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development, which supports the Planning Commission's decision.*

  The tract that the existing building and parking lot are located on is approximately 3.15 acres in size, providing ample space for the development to move forward once the Zoning conflict is resolved. As stated, there is ample vacant land nearby, which could be developed, or preserved. The parking lot design and landscaping will enhance the attractiveness of the 8-mile Road streetscape, leaving more natural connections on the bayside of the property.

Thank you for your consideration on this request. We feel that it is a sensible solution to the split-zoning that currently exists, and restricts the use of a large portion of the property. This will allow for less impact to the environment, better urban design, and efficiency, as discussed. We feel that this is a great investment in Galveston, and in the health and wellness for islanders and others in the region.

Sincerely,

Brax Easterwood AIA, and Edward Jackson, Owner

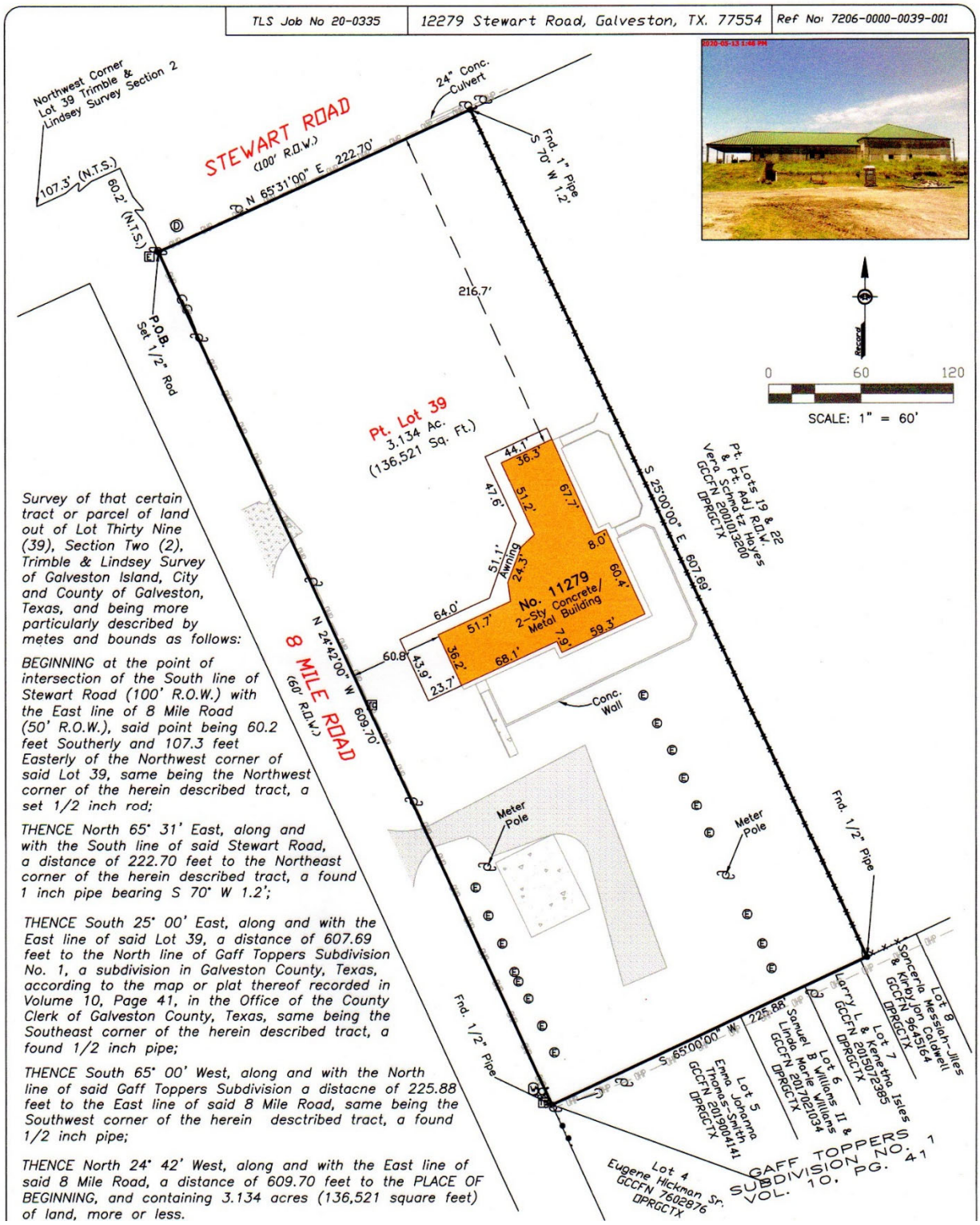


FIGURE 1 – EXISTING SURVEY

FIGURE 2 – AERIAL PHOTO

FIGURE 3 – AERIAL PHOTO 2020

FIGURE 4 – 2010 AERIAL

FIGURE 5 - ZONING 2020

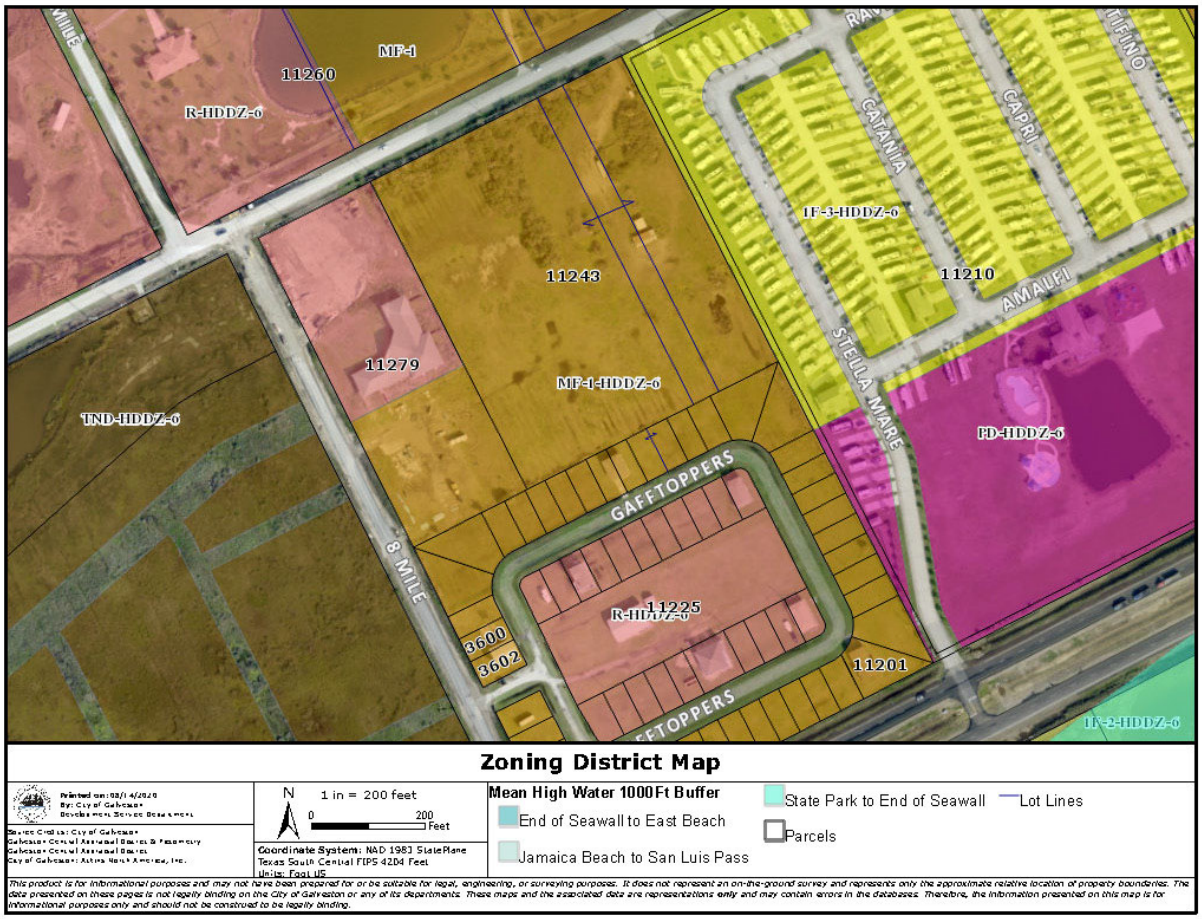


FIGURE 6 - PRE 2015 ZONING

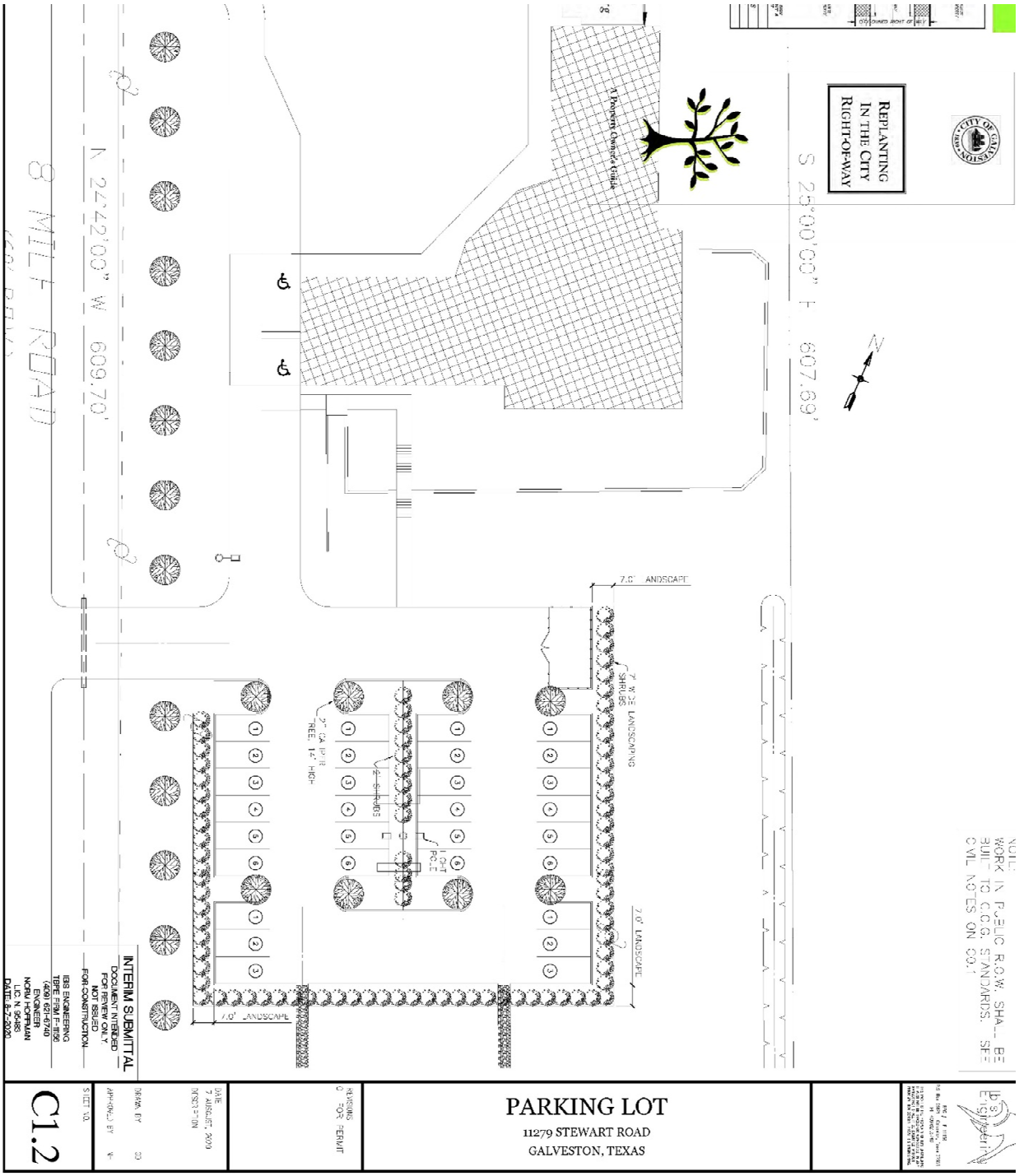


FIGURE 7 – SUBJECT PROPERTY PARKING LOT DESIGN

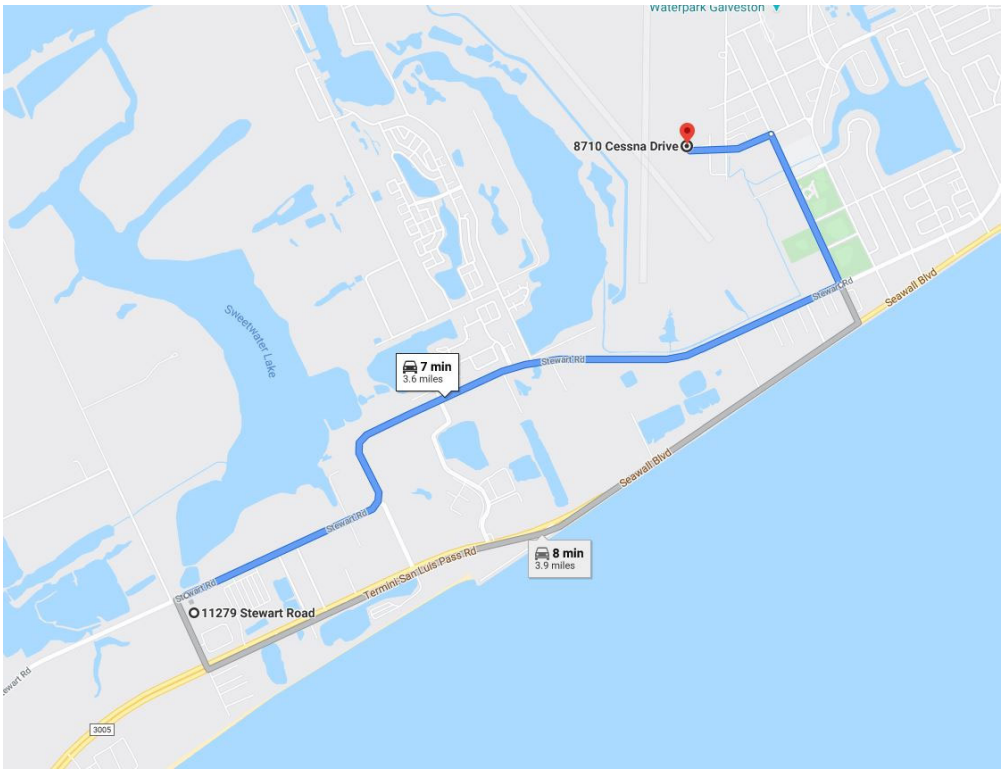


FIGURE 8 – SAFETY ROUTE #1 AIRPORT

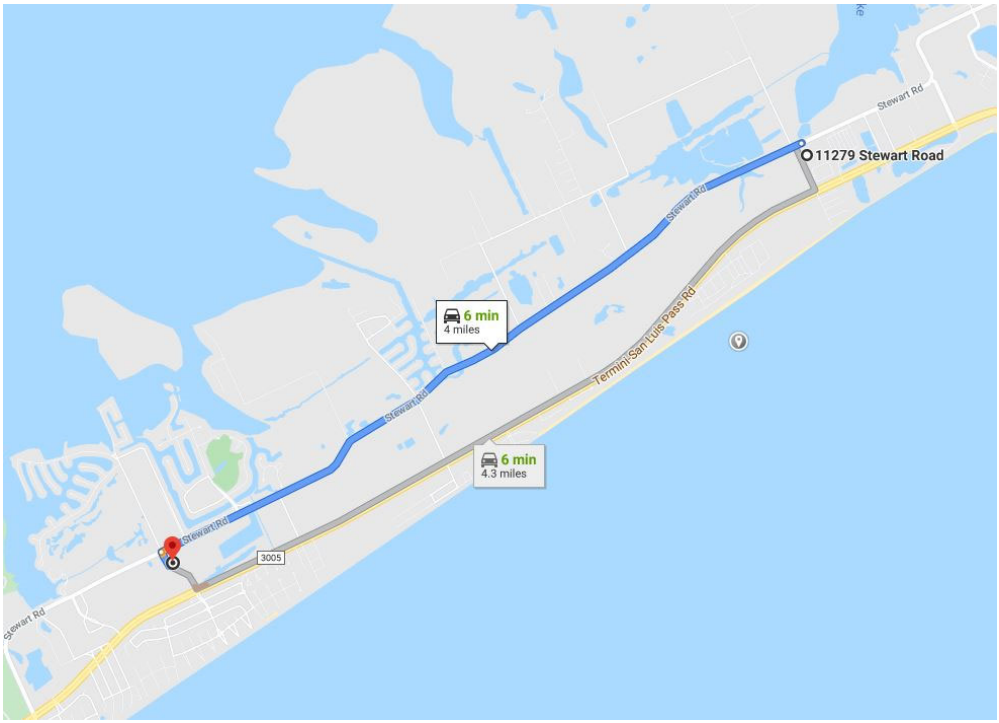


FIGURE 9 - SAFETY ROUTE #2 STATION 7

Serenity Isle of Galveston LLC

BUSINESS PLAN

August 2020

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No offering is made or intended by this document. Any offering of interests in Serenity Isle of Galveston LLC. will be made only in compliance with Federal and State securities laws.

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INTRODUCTION

Drug and alcohol addiction are terrible things that are destroying the lives of millions of people. This is an opportunity for you to make money and make a difference in the lives of many deserving people who are reaching out to try and put their lives back together. A total of 37,370 people were admitted to state-funded substance abuse treatment programs in Texas in 2015. More than 49,000 people received treatment for substance use disorders in state-funded substance abuse treatment programs in Texas in 2017. That is more than a 30% increase in just 2 years. Thousands more paid for their own programs, through health insurance, loans, out of pocket or employer assisted programs. There is currently a waiting list for people to enter a residence program for substance abuse treatment in Texas. The wait for a state funded program is generally 6-8 weeks but sometimes can be for as long as 12 weeks. The state of Texas pays $3,000 per person (for those in financial need) for a 30 day inpatient program, and will continue paying for supportive residential treatment for up to 90 days. Private programs which are not paid by the state generally charge between $15,000 and $50,000 per 30 days. We intend to enter the market by offering a 90 day treatment program for $19,500. This represents a very attractive business opportunity. We invite you to benefit from this market as well.

We are proposing a 39 bed state of the art rehabilitation facility. Serenity Isle of Galveston LLC will be the premier drug and alcohol inpatient rehab facility in the greater Houston metro area, conveniently located on Galveston Island.

We feel that equity investors could be looking at a 300% return on investment over a 5 year period, with an additional 100% annual return thereafter.

A number of important factors will contribute to the success of this venture. The focus of the treatment program, the quality of staff, the size & scope of the market, the comfort and location of the facility, the ratio of clients to staff, the ongoing follow up program, and the long-term results, among others.

Let me summarize each of these reasons before getting into detail.

Why we will be successful

We offer a unique program in a luxurious setting. It represents a significant alternative to the traditional 12 step approach, and, by offering private bedrooms, it is a major improvement over the bunk bed style, group housing, typical to most rehab facilities. Combine this with our well landscaped serene setting, within walking distance to the Gulf of Mexico, and you have a market niche no one else offers.

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Unique approach

We have designed a comprehensive substance abuse treatment program using evidence-based treatment models that focus on treating and rehabilitating the mind, body and spirit. We provide an intensive-level Recovery Retreat which will engage guests in the *re-imagining recovery process* directed by a full time Licensed Chemical Dependency Counselor. Mr. Sims has developed and refined this approach over the past five years while researching and working directly with clients. Its purpose is to assist people with substance abuse and other addictive behaviors "re-imagine" their entire life. It is a holistic model that addresses life-span development from a spiritual perspective. Unlike 12-Step programs and methods, we do not believe that a person should be relegated to the status of "alcoholic" or "addict" for life. The focus for the guest is doing the "self" work and imagining the life they want for themselves outside of their addiction. Instilling a sense of hope by helping the guest create a vision for themselves is the key to success.

Our program is a holistic model that addresses life-span development from a spiritual perspective. It is a 3 stage program. Stage one is a 30 day Intensive Program. This includes a 1-Hour DAILY individual session with an LCDC, along with Cranial Electrotherapy Stimulation, and lots of reading and coursework including daily assignments.

Stage two is the 60 day Supportive Program. This stage will include a continuation of the intensive program through a one hour individual session once a week plus introduction of a group meeting once a day (M-F) for 1.5 hours. The group meetings will focus on bonding, relationship-building strategies, coping skills, and directly influence the change of negative behaviors into positive outcomes. The program includes Emotional Integration Training, Access Breathwork Sessions, Mindfulness Based Relapse Prevention sessions, as well as expressive sessions (art, cooking, Qigong / Tai Chi, yoga, massage therapy, and more). In addition, the facility offers a faith-based track, which incorporates Christian-based principles and Bible study sessions into overall programming.

Stage three is the Long-term help. After graduating, the guests are invited to become a member of our online community for life-time support. This will be a weekly online Accountability & Commitment Group (A/C Group). Sessions include Recovery by Choice, and "how was your week?". Discussion centers on current life issues, and on plans for meeting challenges in the days ahead. Unlike going to 12-Step meetings to talk about addiction and "not using," this focuses on the members sharing with each other how they are doing in implementing the life they envisioned during the retreat. A standard set of questions will be addressed each week and members can give and receive feedback and encouragement from their experience. The material will include what they did the previous week, how they engaged their spiritual lives, and what they experienced. Then goals will be set for the coming week. We believe having accountability to the group and the commitment required to maintain their vision will prove to be invaluable for members. Clients are able to interact with counselors and peers. Individual, on-site, counseling sessions are available as well.

Experienced management team

Our founder, Edward Jackson, earned a Bachelor of Arts (with a triple major) from North Central College, has over 25 years experience at the executive management level, has served on the Board of Directors of 5 different companies, and is motivated to make this successful. Our clinical Director is Dean Alan Sims, MAR, LCDC. He has earned a Basic Chemical Dependency Counselor Certificate from Lone Star College, a Bachelor of Arts from University of Texas at Austin, and a Master of Arts in Religion from University of Dubuque Theological Seminary, and numerous training programs in human services and behavioral health (see details in later section). He has extensive experience not only in human services / behavioral health, but also in marketing and business.

Priced well below the competition

At $19,500 for a 90 day program, we are one of the least expensive private residential rehab centers. Most private centers charge $20,000 to $30,000 for just the first 30 days. Offering a first class program for less than half the price is certain to attract more people.

Aggressive marketing plan

In addition to extensive internet marketing, we will have an intense direct mail campaign: letters and brochures will be sent to Licensed Professional Counselors (LPC's) and Counseling Associations, state placement agencies and other agencies such as the Outreach, Screening, Assessment, and Referral (OSAR) Centers funded by the Texas Department of Health and Human Services. At the OSAR Centers (there are 14 facilities in the 11 regional centers in TX), licensed counselors provide *free* screenings and referrals to detox services, in-patient and outpatient treatment facilities, and other recovery options for anyone struggling with alcoholism, drug abuse, other addictions, or co-occurring mental health disorders. Other candidates for direct mail would be county judges, district attorneys, Child Protective Services, County Probation Departments, County Parole departments, Employee Assistance Programs, Trade Unions, and other agencies or people that refer clients to rehab facilities. These letters and brochures will be followed up with phone calls and/or direct personal contact.

Facility, location, and amenities

Unlike most residential treatment centers, our facility offers private bedrooms for all of its intensive care clients and 2 people per room for its supportive care clients. Most Texas rehabilitation centers house 4 or more people per room. We are located on 3-1/4 acres of land, in a quiet neighborhood, and only a few blocks from the beach on the Gulf of Mexico. We serve restaurant quality meals, with beverages available throughout the day. Classes in art, yoga, cooking, parenting skills, and Qigong / Tai Chi Instruction and Exercise daily are offered.

Galveston Island is a resort community and serves as the getaway location for the Houston metropolitan area. It has white sand beaches, a mild, tropical climate, warm, Gulf waters, and plenty of attractions. It is a short drive to Houston and its international airports. This will serve to attract people from all over the country. The proximity to and size of the Houston metropolitan area contribute to the strength of this location as well.
People who can afford to choose their rehab site often want a place where they can get away from their current environment, relax, and concentrate on the business of getting well. Quiet walks on the beach encourage a feeling of well being, serenity, and relaxation, all of which are an important part of the healing process. In addition, Galveston and Houston have major drug and alcohol problems.

Client to staff Ratio

We will have the best client to staff ratio of any facility in Texas. Our core 30 day intensive program has 1 LCDC for every 4 clients. When you include a full-time nurse, on call physician, recovery coaches, cook, CEO, executive assistant, trainers for Tai Chi / Qigong and other activities, you maintain a high ratio even in the 60 day supportive care stage of the program.

Size & Scope of the market

The sheer size of the market will contribute to our success. In 2001, nearly 6 million people in the United States made the decision to enter rehab. Nearly 20 million Americans struggled with a substance use disorder from alcohol or illicit drugs in 2017. Over 780,000 people in Houston had a substance abuse problem in 2008, according to the Houston/Harris County Office of Drug Policy. More than 49,000 people received treatment for substance use disorders in Texas in 2017, including more than 11,500 for alcohol use, 10,700 for methamphetamines, and 11,200 for heroin or prescription opioids. In Texas alone, the cost associated with drug and alcohol abuse was $26 billion in 2004 and 37% of the state's budget was spent on addressing alcohol and drug abuse related problems.

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EXECUTIVE SUMMARY

THE COMPANY

Serenity Isle of Galveston Recovery Center, LLC is a privately held Texas Limited Liability Corporation, founded by an experienced entrepreneur with a history of running multimillion dollar companies. It is a start-up company, scheduled to commence operations upon receipt of funding. The company has designed a business model that will cause it to penetrate the market more thoroughly than most other rehabilitation centers in the Houston area.

MARKET NICHE

We offer a unique program in a luxurious setting. It represents a significant alternative to the traditional 12 step approach, and, by offering private bedrooms, it is a major improvement over the bunk bed style, group housing, typical to most rehab facilities. Combine this with our well landscaped serene setting, within walking distance to the Gulf of Mexico, and you have a market niche no one else offers.

SAMHSA (Substance Abuse and Mental Health Services Administration) defines *Recovery* as *a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.*

By providing an intensive-level Recovery Retreat which will engage guests in the *re-imagining recovery process,* we assist people with substance abuse and other addictive behaviors to "re-imagine" their entire life

Further, by pricing our treatment program at $18,000 for 90 days, we are very price competitive. At this price point, we are at the more affordable level of programs offering services that those who can afford to pay for themselves would consider using and also at a level to qualify for most insurance plans that include in-residence programs.

FINANCIAL OVERVIEW

Since this is a start-up venture, some time will be required to promote the site and acquaint people with its availability. First year revenue should be greatly exceeded in subsequent years. Revenue projections for year 1 are over $600,000 and could reach $750,000. Year 2 should exceed $1.5 million and year 3 could see $2 million or more. Cash flow will probably be negative for the first four months, but that will change substantially thereafter. Profit before taxes and depreciation should be $500,000 in year 2, ramping up to $1,500,000 in year 5. See projected P&L spreadsheets for details. The entire investment could be recouped in 5 years or less.

REQUESTED FUNDING

We are seeking $2,500,000 in total funding. This could be in the form of an equity investment (preferred stock), a secured loan (convertible to stock if desired), an equity investment coupled with an SBA loan, or any combination thereof. My current thinking on this would be a $400,000 equity investment (for 25% of the stock) plus an SBA loan for the balance, or a $2.5 million loan at 8% interest plus 15% equity in the company.

While marketing and operational infrastructure has been developed, we currently require funds to purchase and renovate the real estate, hire necessary staff, and purchase equipment and furnishings in order to execute on this plan.

USE OF FUNDS

Funds would be used as follows:

- purchase of the building and land;
- Renovations to the building, including interior construction, repairs and maintenance to exterior & interior of building.
- New furnishings throughout, including bedding and furniture & kitchen appliances.
- Hiring of primary staff
- To supplement first year operating expenses.

A detailed breakdown is included later.

MANAGEMENT TEAM and Staff

The founder and executive director is **Edward Jackson**. He is an experienced entrepreneur with over 25 years experience managing multimillion dollar operations. He has served on the Board of Directors of 5 different companies. In 1982, he started one of the first software production companies in the United States. He built it from a one man company operating out of his home into a $5 million company operating in a 50,000 square foot building, all without the benefit of any outside capital. After spending more than 20 years in the software business, he became general manager for a movie theater company, where he gained additional experience dealing with the general public and the entertainment industry. He also gained experience in event management.

During his career, he has had complete P&L responsibility, handled payroll, human resources, accounting, public relations, sales & marketing, training, hiring & firing and purchasing. He has interacted with corporate executives and the general public. He has created advertising campaigns, developed corporate brochures, written ad copy and worked trade shows. He excels at public relations, sales, and all types of public interaction. He is computer literate and has used many types of software including Microsoft Office (Word, Excel, Outlook,); Adobe

Photoshop, Illustrator, Acrobat and PageMaker; Intuit's QuickBooks Pro; ACT contact software, and many others. Multi-tasking is his norm.

Some of the jobs he has held include: Director of Sales (Camping Ranches of Illinois), Director of Operations (Automated Simulations, Inc.), President (Mossland Technology), C.E.O. (CERMOSS, INC.), and General Manager (Platinum Theatres, Inc.). He served on the Board of Directors for all of these except Platinum Theatres, plus Paperback Software Inc.. He was named to Who's Who (West Coast Business Executives), inducted into the NCC Athletic Hall of Fame (inaugural class), was class representative in the Alumni fund drive for his college, and is a past member of the Software Manufacturers Association, the Jaycees (where he served as a Director), TEC (The Executive Committee), the Gilroy Chamber of Commerce, the Morgan Hill Chamber of Commerce, and the Galveston Chamber of Commerce.

He studied pre-law at North Central College, and graduated from there with a triple major in Business Administration, Political Science, and Education. He was a two time All-American, and a National Champion. He was active in 10 different organizations and committees, including serving as an officer, chairman, team captain, or board member 20 times. He accomplished all this while maintaining a 3.0 grade average. In addition to All-American honors, he was given many other honors and awards, including selection to Who's Who (Outstanding College Athletes of America), North Central College Athlete of the Year, and 4 times named college wrestler of the year.

Dean Sims, MAR, LCDC, will serve as clinical director. He holds Texas Department of State Health Services License #13687. All certifications required by DSHS are current. Mr. Sims has been working in the health services field since 2011. He has a Master of Arts in Religion with a Concentration in Spirituality from the University of Dubuque Theological Seminary in Iowa and a Bachelor of Arts from the University of Texas at Austin. He completed his Licensed Chemical Dependency Counseling Certificate at Lone Star College -Montgomery in 2014. He has also completed numerous training programs in human services and behavioral health, including at NVC Academy (Non violent communication), Fort Bend County Dispute Resolution Center, and A.A. White Dispute Resolution Institute. He has worked at the Cheyenne Center DSHS Intensive Residential Treatment Program in Houston, Texas and at Pathway to Recovery Intensive Residential Treatment Program in La Marque, Texas with Court Ordered, DSHS-funded, Self-Pay, and Insurance clients. He has also worked as a residential supervisor for Northeast Texas Treatment Center. He understands the gamut of clients and their differing needs.
He has extensive experience not only in human services / behavioral health, but also in marketing and business. He served as Marketing Coordinator at Skillings Connolly, Inc. for 5 years, and Lead Generation Manager at HCSS for 7 years. He also was a teacher and coach at Harlingen High School.

Other staff members that will fill the roles of executive assistant, recovery coach, receptionist, and bookkeeper include Tisha Burchfield and Alexis Alegria.

We will not be fully staffing the facility until after we get funding and gain sufficient clients. When fully staffed, we will have the following positions: CEO/Executive Director, on-call Physician, Clinical Director, a minister, 1 Registered Nurse, 2 LPN, 4 Certified addiction drug & alcohol counselors, 2 Residential supervisors/recovery coaches, 1 nutritionist/Dietician, 1 Biofeedback technician, 1 executive assistant, 1 cook, 1 receptionist/bookkeeper, 1 Human Resource director, 1 public relations specialist, 1 massage therapist, numerous part time staff/teachers/trainers, and 1 housekeeper.

Client to staff Ratio

We will have the best client to staff ratio of any facility in Texas. Our core 30 day intensive program has 1 LCDC for every 4 clients. When you include a full-time nurse, on call physician, recovery coaches, cook, CEO, executive assistant, trainers for Tai Chi / Qigong and other activities, you maintain an even higher ratio in the 60 day supportive stage of the program. In fact, at the mid-point of year 2, when you have 19 resident clients, the ratio of staff to clients is better than 1:2, with 9 full time staff, plus an on-call physician, and several part-time trainers.

Most facilities offer 1:5 at best, and brag about that.

MARKET ANALYSIS

Size & Scope of the market

The sheer size of the market will contribute to our success. In 2001, nearly 6 million people in the United States made the decision to enter rehab. Just under 20 million Americans struggled with a substance use disorder from alcohol or illicit drugs in 2017. Over 780,000 people in Houston had a substance abuse problem in 2008, according to the Houston/Harris County Office of Drug Policy. More than 49,000 people received treatment for substance use disorders in Texas in 2017, including more than 11,500 for alcohol use, 10,700 for methamphetamines, and 11,200 for heroin or prescription opioids. In Texas alone, the cost associated with drug and alcohol abuse was $26 billion in 2004 and 37% of the state's budget was spent on addressing alcohol and drug abuse related problems.

Amy Granberry, CEO of Charlie's Place Recovery Center in Corpus Christi, which serves mostly people in south Texas, said that at her facility the wait for one of the 60 beds set aside for people receiving state funding is generally between six to eight weeks, sometimes stretching up to 12.

The Industry

Serenity Isle of Galveston will be operating in an established and growing industry. Competitors are other intensive residential treatment centers. Serenity Isle of Galveston is located in a nice neighborhood, with well-maintained facilities and amenities at a fraction of the cost of equivalent accommodations of other facilities and NO OTHER PROGRAM OFFERS ONE HOUR OF INDIVIDUAL COUNSELING DAILY. Serenity Isle of Galveston also has considerably more internal marketing resources than the average competitor.

Competition

There are a number of intensive residential treatment centers in the Greater Houston Area. Facilities include:

● Memorial Hermann Prevention and Recovery Center (The PaRC)
●The Right Step
●Great Oaks Recovery
●Kemah Palms
●Serenity Light Recovery
●Bay Area Recovery
●La Hacienda

Serenity Isle of Galveston has the unique benefit of offering INDIVIDUALIZED instructional materials based on the client's needs and ONE HOUR OF INDIVIDUAL COUNSELING DAILY it is also a 12-Step Alternative!

Competitive Comparison

Why would individuals choose Serenity Isle of Galveston?
Several competitive advantages, including:

●LCDC Onsite Retreat Guide
●1-Hour DAILY individual session with LCDC
●12-Step Alternative
●Single Room Accommodations
●FREE Tablet loaded with all materials
●Nutritious Home Cooked Daily Meals to support neurological healing
●Vipassana Meditation Training - and daily sittings
●Access Breathwork Sessions weekly
●Float Tent
●Qigong / Tai Chi Instruction and Exercise daily
●Cranial Electrotherapy Stimulation Device provided for Anxiety, Depression, Insomnia, and Stress
●Access to sessions with trauma therapist
●TIME to read individualized assignments, take and review courses and view materials by leading authorities on: Emotions - Karla McLaren, Spirituality - Anthony de Mello, Development - Daniel Siegel, Trauma -Peter Levine, Brain & Addiction - Gabor Maté & Michael Dowd, Inner Bonding - Margaret Paul
●TIME to Identify Core Recovery Issues AND process experiences at an integrative *emotional / spiritual level*
● Aftercare Follow-up Services included
●Family Seminar included

● Accountability& Commitment Group for graduates to join for continued community support
●Multiple Treatment Modalities to fit the individual
●First Class facility in Nice Neighborhood *at a fraction of the cost*
●Financing through Third Party Lenders: www.prosperhealthcare.com and mytreatmentlender.com

Pricing
At a rate of $300 per day, which is $9,000 for the 30 day intensive program; and $200 per day for the 60 day supportive residential treatment; our pricing comes to $21,000 for a 90 day program, which we will discount to $19,500 with prepaid commitment to the entire 90 day program. We will also offer Individual Aftercare Counseling Sessions at $125 / hour. While individual clients can choose to do any of the programs individually, the plan is based on everyone choosing the full 90 program plus ongoing after-care.
SERENITY ISLE OF GALVESTON will be the most affordable program of its kind in the United States today.
Our pricing structure is such that 30 days of intensive residential treatment at our facility is likely LESS THAN the deductible / co-pay / out-of-pocket expense that would be incurred in many of our competitor's facilities which could not even begin to give the client the INDIVDUAL attention and direction that they will receive in a PRIVATE ROOM with a 12-Step Alternative Program offering multiple treatment modalities which simply are not available ANYWHERE ELSE!

Our unique treatment program

Our unique treatment program is a primary reason people would choose us and a primary reason we will be successful.
We provide a comprehensive program that helps individuals get their lives back on the road to health and happiness. Our team of experienced and highly qualified substance abuse experts and clinicians understand that each client's path to recovery is unique. We will tailor an integrated recovery plan to simultaneously address not just an individual's immediate addictions, but any underlying co-occurring behavioral issues as well. We have designed a comprehensive substance abuse treatment program using evidence-based treatment models that focus on treating and rehabilitating the mind, body and spirit.
Our goal is to create an integrated holistic approach that is extensive and life-changing. We strive to give each individual client the best opportunities for long-term recovery and a sober, healthy life by working at both the emotional level to uncover the core issues causing the addiction, and also at the practical level to create coping skills and a clear life plan. Our commitment to excellence is evidenced by our treatment program, which is unique in the field. Our clinical director, through hands on experience, has created a program which he has found to be very effective. He works together with the patient to develop an individualized treatment plan that helps the patient achieve their goals. Additionally, therapeutic processes integrated into a holistic approach for a personalized recovery treatment program include physical fitness, yoga, Tai Chi / Qigong, nutrition, music, art, and cooking therapies, and other activities. The facility offers a faith-based track, which incorporates Christian-based principles and Bible study sessions into overall programming.

SERENITY ISLE OF GALVESTON will support individual clients by providing an intensive-level Recovery Retreat which will engage guests in the *re-imagining recovery process* directed by a full time Licensed Chemical Dependency Counselor.
What will this process of *Re-Imagining Recovery* look like? Mr. Sims has developed and refined this approach over the past five years while researching and working directly with clients. Its purpose is to assist people with substance abuse and other addictive behaviors "re-imagine" their entire life. It is a holistic model that addresses life-span development from a spiritual perspective. Unlike 12-Step programs and methods, we do not believe that a person should be relegated to the status of "alcoholic" or "addict" for life.

Similar to SMART Recovery's cognitive behavioral approach in many respects, except with an overtly spiritual focus, we believe the individual has the ability to make choices for themselves and dispute irrational thoughts and beliefs.

Given that "re-frame," we believe that such a world-view will appeal to a sizable portion of the population – especially to persons who have had an issue with 12-Step approaches**. Our focus will be to provide affordable residential services to persons with addiction disorders.** Guests will be empowered to re-imagine their lives using our psycho-spiritual education and holistic living training.

The intensive program will consist of a 30-day retreat. There will be one guide for every four people. Guests will meet with their guide for one hour each day to discuss the previous day's homework and be given an assignment for the following day. Reading materials will be limited to homework assignments. Individuals will be in private rooms with shared bathroom facilities. Simple meals will be provided that emphasize good nutrition. The focus for the guest is doing the "self" work and imagining the life they want for themselves outside of their addiction. Instilling a sense of hope by helping the guest create a vision for themselves is the key to success.
The supportive treatment will include a continuation of the intensive program through a one hour individual session once a week plus introduction of a group meeting once a day (M-F) for 1.5 hours. Group therapy reinforces the notion that patients are not alone in their addiction. Group sessions allow patients to discover forgiveness of others - as well as themselves. The group meetings will focus on bonding, relationship-building strategies, coping skills, and directly influence the change of negative behaviors into positive outcomes. In addition, the facility offers a faith-based track, which incorporates Christian-based principles and Bible study sessions into overall programming. At this time, if the client has not already gotten involved with them, clients are encouraged to participate in available activities including physical fitness, yoga, Tai Chi / Qigong, nutrition, music, art, and cooking therapies.
Emotional Integration Training is a key part of our supportive program and is designed to teach clients how to manage their emotions in a skillful way. Everyone's last relapse was emotional, and everyone's next relapse will be emotional. Having an emotional self-awareness is a key to long-term recovery. The process emphasizes getting the client out of their head and into their body. This method is an effective somatic approach to addressing trauma. ACES (Adverse Childhood Experiences) have a dose response effect and predict substance use disorder in later life. Emotional Integration Training gives the client the tools to address the cause of their addiction rather than just treat the effects of "I don't want to drink or use today".

By addressing their Core Recovery Issues and the associated emotions at a somatic level they are able to get off the treadmill of trying to stay sober "just for today" and focus instead on what will "touches, moves, and inspires". What is their passion? What vision do they have for themselves? Emotional Integration Training effectively teaches the client to "unwind" their experience and re-parent themselves. This is a viable method that becomes a resource for lasting change.

Mindfulness Based Relapse Prevention (MBRP) is another key part of our supportive program. The intention of the program is to offer practices cultivating mindful awareness to individuals suffering from the addictive trappings and tendencies of the mind. MBRP practices are intended to foster increased awareness of triggers, destructive habitual patterns, and "automatic" reactions that seem to control many of our lives. The mindfulness practices in MBRP are designed to help us pause, observe present experience, and bring awareness to the range of choices before each of us in every moment. We learn to respond in ways that serve us, rather than react in ways that are detrimental to our health and happiness. Ultimately, we are working towards freedom from deeply ingrained and often catastrophic habits.

Similar to Mindfulness-Based Cognitive Therapy for depression, MBRP is designed as an aftercare program integrating mindfulness practices and principles with cognitive-behavioral relapse prevention skills. MBRP is best suited to individuals who have undergone initial treatment and wish to maintain their treatment gains and develop a lifestyle that supports their well-being and recovery.

After graduating, the guests are invited to become a member of our online community for life-time support. Unlike going to 12-Step meetings to talk about addiction and "not using," this will be a weekly online Accountability & Commitment Group (A/C Group) where the members share with each other how they are doing in implementing the life they envisioned during the retreat. The common material covered over the 30 days plus the group meetings in the subsequent 60 days will give the members a natural bond. A standard set of questions will be addressed each week and members can give and receive feedback and encouragement from their experience. The material will include what they did the previous week, how they engaged their spiritual lives, and what they experienced. Then goals will be set for the coming week. We believe having accountability to the group and the commitment required to maintain their vision will prove to be invaluable for members.

Understanding the impact that addiction can have on the family unit, services to family members will also be provided at this facility with a one day Saturday workshop as well as self-study curriculum for family members. The content of the retreat and the methodology would be of value to anyone, not just persons in addiction.

Our services are easily scalable with only a limited full time staff being required to operate efficiently. An executive administrator will run day to day operations, take enrollments, and answer questions. Marketing will be outsourced on a per project basis to freelance marketers known to Mr. Sims from his 10 years in marketing. As we add additional clients we will scale up the staff. This will include a cook/housekeeper, a registered nurse, an on-call doctor, additional licensed chemical dependency counselors, and recovery coaches.

There are numerous methods and programs to treat substance abuse and addictive behaviors. One size doesn't fit all. By offering a unique and affordable alternative that includes cognitive behavioral therapy and choice theory with a spiritual foundation we will provide an opportunity for people with addictive behaviors to truly re-imagine their lives. The ripple effect to the family and the community at large can be transformative.

The cost of addiction on families can be devastating in its own right, both financially and emotionally. We don't believe that profiting from people who are in the place of greatest need in their lives is ethical or moral.

Expressive Therapies

When it comes to healing from addiction, artistic therapies allow patients to express themselves in a unique manner. We offer expressive options for clients including art, cooking, music, nutrition physical fitness, yoga, and Tai Chi / Qigong sessions. Another form of expressive therapy that we offer is through the use of a float tent. This is like a sensory deprivation tank. These outlets help clients learn how to manage their behaviors and feelings, reduce stress, and improve self-esteem and awareness.

Adventure Therapy

Utilizing various techniques, our adventure therapy program incorporates problem-solving initiatives, trust-building activities, as well as team and individual-oriented development.

Biofeedback & Neuro-feedback Therapy, and Cranial Electrotherapy Stimulation

Biofeedback is a form of therapy helping recovering addicts gain control over their mind and body during treatment. During biofeedback, electronic sensors are placed on the patient's skin. These sensors are wired to a special medical device that gives medical professionals "feedback" on the patient's "bio" signs.

Cranial Electrotherapy Stimulation is like electronic meditation. It provides a slight energy boost to the central nervous system, which helps the brain do its many jobs a little better. It has been approved by the Food & Drug Administration to treat anxiety, insomnia, and depression. It helps you process pain and your feelings at an unconscious level.

Access Breathwork Sessions

Emotional healing through access breathwork. The experience evolves on a platform of specially choreographed music to support your breathing which is designed to launch you on a psycho-spiritual journey of inspiration exploration and integration. You will learn a circular as well as a stacked breathing technique that will change your physiology and put you in an altered state very quickly.

Offering this broad a range of therapies puts us on a competitive basis with the most expensive resident programs in the country and levels above most of the locally available programs.

THE MARKET PLAN

The plan is to engage in relationship marketing as well as traditional advertising to create brand awareness, referrals, and direct inquiries. **Internet Marketing & search engine optimization** will be very important tools in this regard. Direct mail and word of mouth referrals will be the other primary marketing sources.

Website: A good website is critical. In many cases, it will be the first contact people have with Serenity Isle of Galveston. Among other things, it should highlight the treatment approach, staffing levels, costs and funding options, and contain photographs of the grounds and private bedrooms. Google AdWords will be critical in setting up the website and related promotional activities. The services of an experienced design company like AriPro Designs will be needed.

Internet marketing will include advertising on the treatment center/recovery websites (the Fix, rehabs.com and rehabreviews.com are examples). They will do a profile of the facility/program for a relatively small fee. The other marketing is with My Treatment Lender. Once you become one of their approved facilities they will list you. This is a big deal.

Direct Mail: Mail letters and brochures to Licensed Professional Counselors (LPC's) and Counseling Associations, state placement agencies and other **agencies** such as the **Outreach, Screening, Assessment, and Referral (OSAR) Centers** funded by the Texas Department of Health and Human Services. At the OSAR Centers (there are 14 facilities in the 11 regional centers in TX), licensed counselors provide *free* screenings and referrals to detox services, in-patient and outpatient treatment facilities, and other recovery options for anyone struggling with alcoholism, drug abuse, other addictions, or co-occurring mental health disorders. Other candidates for direct mail would be county judges, district attorneys, Child Protective Services, County Probation Departments, County Parole departments, Employee Assistance Programs, Unions, and other agencies or people that refer clients to rehab facilities. These letters and brochures will be followed up with phone calls and/or direct personal contact. Employee Assistance Programs often don't want to use insurance to pay for rehab because it follows you around for life. For example, there is a question on the License to Carry a handgun application about drug treatment. Then for other insurance and just something no one really wants on their record. I understand the EAPs want specific amenities (the private room is a big one – food quality is another and then location – near the beach should satisfy them) and treatment options (ours should suffice). They pay a flat negotiated rate for their employees. All the refineries in Texas City and up and down the coast would be potential customers. Clients from the plants are always waiting long enough to pass a hair follicle test to get back in. Any of the Unions might be potential customers as well if they provide members with assistance for substance abuse treatment. Alcohol would likely be the primary push here, as drugs are so frowned on.

Referrals
Market through past clients of Mr. Sims: Mr. Sims has an impeccable reputation and his former clients attest to that. When they find out he is implementing his program full time, they will be a good source for referrals.

Printed Materials: Flyers & business cards will need to be designed and printed to hand out to interested parties. Continuity is vital. All advertising materials (flyers, business cards, letterhead, web site, etc.) should contain a picture of the building exterior, the name Serenity Isle of Galveston, the street address, phone number, email address, and web address.

Miscellaneous: Send out press releases to Houston area newspapers, radio stations, cable TV stations, colleges, and local magazines. Include a photo of the building exterior and grounds.

FEASIBILITY

Currently there is a waiting list of people attempting to get treatment at most residence facilities. There are literally millions of people who enter rehab facilities annually.

Our plan is based on adding 1 new client per week beginning with month 5 in year 1. In year 2 we look to add 6 clients per month, 8 per month in year three, 10 per month in year four, and 12 per month in year five. That is only 32 clients in year one, 78 new clients in year two, 104 new clients in year three, 130 new clients in year 4, and 156 new clients in year five. When you consider the millions of people annually who enter treatment facilities, these are indeed minuscule numbers. Profitability will be achieved with the first 4 fully paid clients and increases with each additional client. Additional staffing and other expenses are only added as actual client numbers warrant.

If we treat the entire $2.5 million start-up cost as a loan at 8% annual interest, then first year operating costs would be about $700,000 and profitability would be achieved in month 5. Year two pre-tax profits are projected at $500,000; year three at $750,000; year four at almost $1.2 million and year five at $1.5 million. The full $2.5 million could be repaid out of cash flow at the end of year four. The property value alone, once improvements are completed, would be at least 80% of the investment, and could well equal the entire investment. An additional option would be to sell the company for a significant profit at the end of year five.

In a worst case scenario, if years 3-5 only continue at the year 2 projections, cash flow at the end of year 5 would give us a cash balance of $2.5 million dollars which could be used to repay the initial investment. Alternatively, a mortgage could be obtained and the repayment could come out of a combination of cash on hand and mortgage proceeds.

The best scenario would be to use the $400,000 equity investment plus SBA loan model. Operational expenses in year one are reduced by about $100,000 profitability is up $100,000 and cash flow is increased as well. In years two through five, profitability is up $90,000 to $100,000 per year, operational expenses are lower, and cash on hand at the end of year five is increased by $1,800,000. Please see charts in appendix.

USE OF FUNDS

DESCRIPTION		
Purchase Stewart Road Building & land	**$ 800,000**	
Improvements to building & landscaping	**$ 1,150,000**	
Plumbing, electrical, painting, upstairs build-out, fire alarm and sprinkler system, central air & heat, commercial kitchen, instant hot water heaters, landscaping, fencing, paving, lighting, and parking lot.		
Equipment & Furnishings	**$ 150,000**	
Initial Operating Expenses	**$ 200,000**	
Cash Reserves	**$ 200,000**	

TOTAL EXPENDITURE **$2,500,000**

The lower level of the building will only be available for storage. The upstairs is basically a shell, and will need substantial build-out to create the bedrooms, bathrooms, kitchen, dining area and meeting rooms. Furnishings and equipment will need to be purchased. This will include beds & bedding, dressers, televisions, dining tables & chairs, refrigerator, freezer, stove, microwave, dishwasher, biofeedback machine, computers, washers and dryers, automobiles, etc.

Minor improvements and alterations will also need to be made, including setting all doors to key card access.

The balance of the funds (about $400,000) would be kept on hand and used to pay operating expenses until such time as the cash flow becomes self sustaining (expected to occur in month #1 of actual operation). About $200,000 will be needed to supplement initial operating expenses until we are fully operational.

Equipment breakdown

ITEM	QUANTITY	UNIT COST	TOTAL COST
MATRESS & box springs	39	$300	$11,700
Bed frame	39	$200	7,800
Dresser	39	$300	11,700
Bed linens	78	$60	4,680
television	3	500	$1,500
Lobby furniture	1	2,500	2,500
8’ folding tables	6	$65	$390
4’ Dining tables	6	$175	$1,020
chairs	80	$25	$2,000
Kitchen appliances	1	32,000	32,000
Computer tablets	40	200	8000
Staff computers	8	800	6400
Towel sets	80	10	800
Neurofeedback equipment	1	5,800	5,800
Washer & dryer	2	1,500	3,000
Pots, pans, cooking utensils	1	2,500	2,500
Dishes & flatware	50	50	2,500
Central air & heating units			$12,000
Automobile down payment	1	$2,500	$2,500
Smoke & carbon monoxide detectors	50	$30	$1,500
commercial Tankless Hot water heaters 199,000 BTU	6	$1700	$10,200
Misc			16,000
TOTAL			$146,200

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FINANCIAL PLAN

REVENUE MODEL

Clients pay in advance for each segment (Detox, Intensive care, Supportive care).

FINANCIAL HIGHLIGHTS

KEY ASSUMPTIONS

Our plan is based on adding 1 new client per week in year 1 beginning with month 4. In year 2 we look to add 6 clients per month, 8 per month in year three, 10 per month in year four, and 12 per month in year five. That is only 32 clients in year one, 78 new clients in year two, 104 new clients in year three, 130 new clients in year 4, and 156 new clients in year five. Marketing & publicity will be required to acquaint the market with our existence, and then time will be needed to turn interest into occupancy. Clients pay in advance.

TOPLINE PROJECTIONS

Five year financial projections show an overwhelmingly profitable outlook.

- Year 1 is expected to show a profit starting in month 5.
- Year 2 a $30,000 per month profit.
- Year 3 net profit of $50,000 per month.
- Year 4 net profit of $75,000 per month.
- Year 5 net profit of $100,000 per month.

Five year cash flow projections are similarly positive.

- Year 1 shows a positive cash flow with a cash balance of $400,000.
- Year 2 shows a positive cash flow of $500,000, with a cash balance of $900,000.
- Year 3 shows positive cash flow of $700,000, with a cash balance of $1.6 million.
- Year 4 shows positive cash flow of $1million, with a cash balance of $2.6 million.
- Year 5 shows positive cash flow of $3.3 million before debt repayment, with a cash balance of $1.8 million after debt repayment.

REPAYMENT STRATEGY

Repayment of the loans will be made at the end of year 5 and can come from cash flow or be supplemented by a mortgage loan from a bank or other financial institution. The opportunity to sell the company at the end of 5 years is also an option.

BUSINESS MILESTONES

- Finding the proper locations (already done)
- Purchasing the building (signed purchase option in place)
- Building out the improvements
- Hiring & training the staff (partially done)
- First profitable month
- First 15 patients

APPENDIX

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The following tables illustrate the financial goals and projected performance of Serenity Isle of Galveston, LLC during the first 5 years. As with any long-range projection, accuracy is based on reasonable estimates. The Company believes the following numbers are attainable and reasonable. However, actual results will vary.

I have presented profit and loss and cash flow charts for two different funding scenarios. The first is with a $2.5 million loan at 8% and the second, a $400,000 equity investment plus an SBA loan for $2.5 million. The second provides a better rate of return for the investors, and a sounder financial footing for the company.

PRO FORMA PROFIT & LOSS YEAR 1

Pro Forma Profit and Loss — Year 1 — Based on 1 new client per week/ 4 per month beginning in month 5

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$0	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$676,000
Expenses													
Salaries	$14,500	$14,500	$19,500	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$271,817
Payroll Expenses	$1,109	$1,109	$1,492	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$20,794
medical exp	$0	$0	$0	$0	$800	$800	$800	$800	$800	$800	$800	$800	$6,400
Utilities	$500	$500	$500	$500	$600	$750	$750	$750	$750	$750	$750	$750	$7,850
phone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$0	$0	$0	$0	$2,600	$4,200	$5,200	$5,200	$5,200	$5,200	$5,200	$5,200	$38,000
City Services	$100	$100	$100	$200	$375	$500	$650	$650	$650	$650	$650	$650	$5,275
Auto expense	$0	$0	$0	$500	$500	$500	$500	$500	$500	$500	$500	$500	$4,500
maintenance	$0	$0	$0	$500	$500	$500	$500	$500	$500	$500	$500	$500	$4,500
Miscelaneous	$0	$0	$0	$500	$750	$1,000	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$9,750
Marketing	$2,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$13,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$33,000
Interest Exp	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$200,004
7 year Depreciation	$0	$0	$0	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$16,074
40 year Depreciation	$0	$0	$0	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$36,563
Operating Expenses	$40,651	$39,651	$45,034	$58,202	$62,127	$64,252	$66,152	$66,152	$66,152	$66,152	$66,152	$66,152	$706,827
Profit Before Taxes	-$40,651	-$39,651	-$45,034	-$58,202	$22,373	$20,248	$18,348	$18,348	$18,348	$18,348	$18,348	$18,348	-$30,827
Estimated State taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Estimated Federal Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NET PROFIT	-$40,651	-$39,651	-$45,034	-$58,202	$22,373	$20,248	$18,348	$18,348	$18,348	$18,348	$18,348	$18,348	-$30,827

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PRO FORMA PROFIT & LOSS YEAR 2

Pro Forma Profit and Loss Year 2 Based on 1.5 new clients per week/ 6 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$1,521,000
Expenses													
Salaries	$30,500	$30,500	$32,000	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$433,497
Payroll Expenses	$2,333	$2,333	$2,448	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$33,163
medical exp	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Utilities	$600	$600	$600	$650	$700	$750	$750	$750	$750	$750	$750	$750	$8,400
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$5,600	$5,600	$6,000	$6,000	$7,200	$7,200	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$85,600
City Services	$650	$650	$650	$750	$850	$950	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$10,800
Auto expense	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$15,000
Marketing	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$200,004
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$73,424	$73,424	$75,439	$81,868	$83,218	$83,368	$84,268	$84,268	$84,268	$84,268	$84,268	$84,268	$976,352
Profit Before Taxes	$53,326	$53,326	$51,311	$44,882	$43,532	$43,382	$42,482	$42,482	$42,482	$42,482	$42,482	$42,482	$544,648
Estimated State taxes	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$5,035
Estimated Federal Taxes	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$9,531	$114,376
NET PROFIT	$43,375	$43,374	$41,360	$34,930	$33,580	$33,430	$32,530	$32,530	$32,530	$32,530	$32,530	$32,530	$425,238

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PRO FORMA PROFIT & LOSS YEAR 3

Pro Forma Profit and Loss Year 3 Based on 2 new clients per week/ 8 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$2,028,000
Expenses													
Salaries	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$594,000
Payroll Expenses	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$45,441
medical exp	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$19,200
Utilities	$750	$750	$750	$600	$600	$750	$750	$750	$750	$750	$750	$750	$8,700
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$8,400	$9,600	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$122,000
City Services	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$12,600
Auto expense	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$15,000
Marketing	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$16,667	$200,004
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$97,628	$98,828	$99,628	$99,478	$99,478	$99,628	$99,628	$99,628	$99,628	$99,628	$99,628	$99,628	$1,192,433
Profit Before Taxes	$71,372	$70,172	$69,372	$69,522	$69,522	$69,372	$69,372	$69,372	$69,372	$69,372	$69,372	$69,372	$835,567
Estimated State taxes	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$6,713
Estimated Federal Taxes	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$14,622	$175,469
NET PROFIT	$56,190	$54,991	$54,191	$54,341	$54,341	$54,191	$54,191	$54,191	$54,191	$54,191	$54,191	$54,191	$653,385

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PRO FORMA PROFIT & LOSS YEAR 4

Pro Forma Profit and Loss Year 4 Based on 2.5 new clients per week/ 10 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$2,535,000
Expenses													
Salaries	$49,500	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$58,833	$696,663
Payroll Expenses	$3,787	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$4,501	$53,295
medical exp	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$24,000
Utilities	$900	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$11,900
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$10,400	$11,200	$12,400	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$151,000
City Services	$1,050	$1,100	$1,150	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,100
Auto expense	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Marketing	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$19,200
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$160,000
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$97,694	$108,691	$109,941	$110,591	$110,591	$110,591	$110,591	$110,591	$110,591	$110,591	$110,591	$110,591	$1,311,646
Profit Before Taxes	$113,556	$102,559	$101,309	$100,659	$100,659	$100,659	$100,659	$100,659	$100,659	$100,659	$100,659	$100,659	$1,223,354
Estimated State taxes	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$8,391
Estimated Federal Taxes	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$21,409	$256,904
NET PROFIT	$91,448	$80,451	$79,201	$78,551	$78,551	$78,551	$78,551	$78,551	$78,551	$78,551	$78,551	$78,551	$958,099

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PRO FORMA PROFIT & LOSS YEAR 5

Pro Forma Profit and Loss Year 5 Based on 3 new clients per week/ 12 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$3,042,000
Expenses													
Salaries	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$65,792	$789,504
Payroll Expenses	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$5,033	$60,397
medical exp	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
Utilities	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$13,000	$15,000	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$184,000
City Services	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Auto expense	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Marketing	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$21,600
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$13,333	$160,000
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$119,182	$121,182	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$121,782	$1,458,189
Profit Before Taxes	$134,318	$132,318	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$131,718	$1,583,811
Estimated State taxes	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$10,069
Estimated Federal Taxes	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$27,717	$332,600
NET PROFIT	$105,762	$103,762	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$103,162	$1,241,142

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PRO FORMA CASH FLOW YEAR 1

Pro Forma Cash Flow

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Start-up Funding	$2,500,000											
Current Sales	$0	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500
Total Cash Received	$2,500,000	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500
EXPENDITURES												
Operational Expenses less amortization	$40,651	$39,651	$45,034	$52,353	$56,278	$58,403	$60,303	$60,303	$60,303	$60,303	$60,303	$60,303
Building & land purchase	$800,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Improvements	$350,000	$350,000	$350,000	$100,000	$0	$0	$0	$0	$0	$0	$0	$0
Purchase equip & furnishing	$0	$75,000	$75,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Principal repayment												
state franchiseTAXES INCUR	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fed Income Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL CASH SPENT	$1,190,651	$464,651	$470,034	$152,353	$56,278	$58,403	$60,303	$60,303	$60,303	$60,303	$60,303	$60,303
CASH BALANCE	$1,309,349	$844,698	$374,664	$222,311	$250,533	$276,630	$300,827	$325,024	$349,221	$373,418	$397,615	$421,812

Not knowing what month will be month 1, I have left property tax as coming out every month. In reality it will acrue and come out in a lump sum in February. That will actually help early cash flow.
In addition, total first year property tax is likely overstated as it is based on a property valuation of purchase price plus total money spent on building and land improvements.

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PRO FORMA CASH FLOW YEARS 1-5

Pro Forma Cash Flow
with 8% loan model

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Start-up Funding	$2,500,000.00				
Current Sales	$676,000.00	$1,521,000	$2,028,000	$2,535,000	$3,042,000
Total Cash Received	$3,176,000.00	$1,521,000	$2,028,000	$2,535,000	$3,042,000
EXPENDITURES					
Operational Expenses less amortization	$654,190.00	$906,164	$1,122,245	$1,241,458	$1,388,001
Building & land purchase	$800,000.00	$0	$0	$0	$0
Building Improvements	$1,150,000.00	$0	$0	$0	$0
Purchase equip & furnishings	$150,000.00	$0	$0	$0	$0
Principal repayment	$0.00				$2,500,000
state franchiseTAXES INCURRED & PAID	$0.00	$5,035	$6,713	$8,391	$10,069
Federal Income Tax	$0.00	$114,376	$175,469	$256,904	$332,600
TOTAL CASH SPENT	$2,754,190.00	$1,025,575.00	$1,304,427.00	$1,506,753.00	$3,898,070
CASH BALANCE	$421,810.00	$917,235.00	$1,640,808.00	$2,669,055.00	$1,812,985.00

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VALUATION

Multiple of year 5 EARNINGS ($1,500,000)

Multiple	50% earnings achieved	80% earnings achieved	100% earnings achieved	150% earnings achieved
5	3,750,000	6,000,000	7,500,000	11,250,000
10	7,500,000	12,000,000	15,000,000	22,500,000
15	11,250,000	18,000,000	22,500,000	33,750,000
20	15,000,000	24,000,000	30,000,000	45,000,000
30	22,500,000	36,000,000	45,000,000	67,500,000

Multiple of year 5 REVENUE ($3,000,000)

Multiple	50% Revenue achieved	80% Revenue achieved	100% Revenue achieved	150% Revenue achieved
3	**4,500,000**	**7,200,000**	**9,000,000**	**13,500,000**
5	**7,500,000**	**12,000,000**	**15,000,000**	**22,500,000**
6	**9,000,000**	**14,400,000**	**18,000,000**	**27,000,000**
8	**12,000,000**	**19,200,000**	**24,000,000**	**36,000,000**
10	**15,000,000**	**24,000,000**	**30,000,000**	**45,000,000**
15	**22,500,000**	**36,000,000**	**45,000,000**	**58,500,000**

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PERSONNEL FORECAST

YEAR 1		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$60,000	$60,000	$3,720	$870	$64,590
clinical director	1	$72,000	$72,000	$4,464	$1,044	$77,508
executive assistant	1	$42,000	$42,000	$2,604	$609	$45,213
certified addiction drug & alcohol counselors	1	$40,000	$40,000	$2,480	$580	$43,060
cook	0.75	$45,000	$33,750	$2,092	$489	$36,331
housekeeping	0.5	$24,000	$12,000	$744	$174	$12,918
Night shift supervisor	1	$38,000	$38,000	$2,356	$551	$40,907
SUB TOTALS			$297,750	$18,460	$4,317	$320,527
MONTHLY COST			$24,813	$1,538	$360	$26,711

YEAR 2		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$60,000	$60,000	$3,720	$870	$64,590
Night shift supervisor	1	$38,000	$38,000	$2,356	$551	$40,907
clinical director	1	$72,000	$72,000	$4,464	$1,044	$77,508
executive assistant	2	$42,000	$84,000	$5,208	$1,218	$90,426
certified addiction drug & alcohol counselors	2	$40,000	$80,000	$4,960	$1,160	$86,120
cook	1	$45,000	$45,000	$2,790	$652	$48,442
housekeeping	1	$24,000	$24,000	$1,488	$348	$25,836
physical trainer	0.5	$48,000	$24,000	$1,488	$348	$25,836
massage therapist	0.5	$54,000	$27,000	$1,674	$391	$29,065
SUB TOTALS			$454,000	$28,148	$6,583	$488,731
MONTHLY COST			$37,833	$2,346	$599	$40,728

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YEAR 3		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$85,000	$85,000	$5,270	$1,232	$91,502
Registered Nurse	1	$69,000	$69,000	$4,278	$1,000	$74,278
clinical director	1	$108,000	$108,000	$6,696	$1,566	$116,262
executive assistant/recovery coach	2	$45,000	$90,000	$5,580	$1,305	$96,885
certified addiction drug & alcohol counselors	2	$42,000	$84,000	$5,208	$1,218	$90,426
cook	1	$45,000	$45,000	$2,790	$652	$48,442
Night shift supervisor	1	$38,000	$38,000	$2,356	$551	$40,907
housekeeping	1	$24,000	$24,000	$1,488	$348	$25,836
Physical trainer	0.5	$48,000	$24,000	$1,488	$348	$25,836
massage therapist	0.5	$54,000	$27,000	$1,674	$391	$29,065
SUB TOTALS			$594,000	$36,828	$8,613	$639,439
MONTHLY COST			$49,500	$3,069	$718	$53,287

YEAR 4		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$85,000	$85,000	$5,270	$1,232	$91,502
Registered Nurse	1	$71,000	$71,000	$4,402	$1,029	$76,431
clinical director	1	$108,000	$108,000	$6,696	$1,566	$116,262
executive assistant/recovery coach	2	$45,000	$90,000	$5,580	$1,305	$96,885
certified addiction drug & alcohol counselors	3	$46,000	$138,000	$8,556	$2,001	$148,557
cook	1	$45,000	$45,000	$2,790	$652	$48,442
Dietician	1	$54,000	$54,000	$3,348	$783	$58,131
Physical trainer	0.5	$48,000	$24,000	$1,488	$348	$25,836
massage therapist	0.5	$54,000	$27,000	$1,674	$391	$29,065
housekeeping	1	$24,000	$24,000	$1,488	$348	$25,836
Night shift supervisor	1	$40,000	$40,000	$2,480	$580	$43,060
SUB TOTALS			$706,000	$40,610	$10,238	$756,848
MONTHLY COST			$58,833	$3,384	$853	$63,071

YEAR 5		Individual salary	combined salaries	Social Security TAXES	Medicare TAXES	TOTAL COST
CEO	1	$85,000	$85,000	$5,270	$1,232	$91,502
Registered Nurse	1	$72,000	$72,000	$4,464	$1,044	$77,508
clinical director	1	$110,000	$110,000	$6,820	$1,595	$118,415
executive assistant/recovery coach	2	$45,000	$90,000	$5,580	$1,305	$96,885
certified addiction drug & alcohol counselors	4	$48,000	$192,000	$11,904	$2,784	$206,688
cook	1	$45,000	$45,000	$2,790	$652	$48,442
housekeeping	1	$24,000	$24,000	$1,488	$348	$25,836
dietician	1	$54,000	$54,000	$3,348	$783	$58,131
assistant cook	1	$20,000	$20,000	$1,240	$290	$21,530
Night shift supervisor	1	$48,000	$48,000	$2,976	$696	$51,672
physical trainer (yoga/exercise/etc)	.05	$45,000	$22,500	$1,395	$326	$24,222
massage therapist	0.5	$54,000	$27,000	$1,674	$391	$29,065
SUB TOTALS			$789,500	$48,949	$11,448	$849,897
MONTHLY COST			$65,792	$4,079	$954	$70,825

DEPRECIATION & AMORTIZATION CHART

REAL ESTATE

Building purchase price + improvements		$1,950,000
Depreciation period	40 years	
Annual depreciation		$48,756
Monthly depreciation		$ 4,063

EQUIPMENT & FURNISHINGS

Purchase price		$150,000
Depreciation period	7 years	
Annual depreciation		$21,432
Monthly depreciation		$ 1,786

TOTAL MONTHLY DEPRECIATION & AMORTIZATION (1st 5 yrs)	**$5,849**
TOTAL ANNUAL DEPRECIATION & AMORTIZATION (1st 5 yrs)	**$70,188**
TOTAL DEPRECIATION & AMORTIZATION (1st 5 yrs)	**$333,389**

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PROFORMA PROFIT AND LOSS Based On SBA Loan Model YEAR 1

Pro Forma Profit and Loss Year 1 Based on 1 new client per week/ 4 per month beginning in week 4 SBA LOAN

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$0	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$676,000
Expenses													
Salaries	$14,500	$14,500	$19,500	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$24,813	$271,817
Payroll Expenses	$1,109	$1,109	$1,492	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$1,898	$20,794
medical exp	$0	$0	$0	$0	$800	$800	$800	$800	$800	$800	$800	$800	$6,400
Utilities	$500	$500	$500	$600	$600	$750	$750	$750	$750	$750	$750	$750	$7,950
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$0	$0	$0	$0	$2,600	$4,200	$5,200	$5,200	$5,200	$5,200	$5,200	$5,200	$38,000
City Services	$100	$100	$100	$200	$375	$500	$650	$650	$650	$650	$650	$650	$5,275
Auto expense	$0	$0	$0	$500	$500	$500	$500	$500	$500	$500	$500	$500	$4,500
maintenance	$0	$0	$0	$500	$500	$500	$500	$500	$500	$500	$500	$500	$4,500
Miscelaneous	$0	$0	$0	$500	$750	$1,000	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$9,750
Marketing	$2,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$13,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$33,000
Interest Expense	$8,333	$8,277	$8,220	$8,163	$8,106	$8,048	$7,991	$7,993	$7,875	$7,817	$7,759	$7,700	$96,282
7 year Depreciation	$0	$0	$0	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$16,074
40 year Depreciation	$0	$0	$0	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$36,567
Operating Expenses	$32,317	$31,261	$36,587	$49,798	$53,566	$55,633	$57,476	$57,478	$57,360	$57,302	$57,244	$57,185	$603,209
Profit Before Taxes	-$32,317	-$31,261	-$36,587	-$49,798	$30,934	$28,867	$27,024	$27,022	$27,140	$27,198	$27,256	$27,315	$72,791
Estimated State taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Estimated Federal Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$6,167	$6,167
NET PROFIT	-$32,317	-$31,261	-$36,587	-$49,798	$30,934	$28,867	$27,024	$27,022	$27,140	$27,198	$27,256	$21,148	$66,624

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YEAR 2

	Pro Forma Profit and Loss			Year 2		Based on 1.5 new clients per week/ 6 per month						SBA LOAN	
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	**YEAR**
INCOME	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$126,750	$1,521,000
Expenses													
Salaries	$30,500	$30,500	$32,000	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$37,833	$433,497
Payroll Expenses	$2,333	$2,333	$2,448	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$2,894	$33,163
medical exp	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Utilities	$600	$600	$600	$650	$700	$750	$750	$750	$750	$750	$750	$750	$8,400
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$5,600	$5,600	$6,000	$6,000	$7,200	$7,200	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$85,600
City Services	$650	$650	$650	$750	$850	$950	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$10,800
Auto expense	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$15,000
Marketing	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$7,642	$7,583	$7,524	$7,464	$7,404	$7,345	$7,285	$7,225	$7,165	$7,104	$7,044	$6,983	$87,768
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$64,399	$64,340	$66,296	$72,665	$73,955	$74,046	$74,886	$74,826	$74,766	$74,705	$74,645	$74,584	$864,116
Profit Before Taxes	$62,351	$62,410	$60,454	$54,085	$52,795	$52,704	$51,864	$51,924	$51,984	$52,045	$52,105	$52,166	$656,884
Estimated State taxes	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$5,035
Estimated Federal Taxes	$11,495	$11,495	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$10,827	$131,261
NET PROFIT	$50,436	$50,494	$49,207	$42,838	$41,548	$41,457	$40,617	$40,677	$40,737	$40,798	$40,858	$40,919	$520,589

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YEAR 3

Pro Forma Profit and Loss Year 3 Based on 2 new clients per week/ 8 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$169,000	$2,028,000
Expenses													
Salaries	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$49,500	$594,000
Payroll Expenses	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$3,787	$45,441
medical exp	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$19,200
Utilities	$750	$750	$750	$600	$600	$750	$750	$750	$750	$750	$750	$750	$8,700
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$8,400	$9,600	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$10,400	$122,000
City Services	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$1,050	$12,600
Auto expense	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$15,000
Marketing	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$6,922	$6,860	$6,799	$6,737	$6,675	$6,613	$6,551	$6,488	$6,426	$6,363	$6,299	$6,236	$78,969
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$87,883	$89,021	$89,760	$89,548	$89,486	$89,574	$89,512	$89,449	$89,387	$89,324	$89,260	$89,197	$1,071,398
Profit Before Taxes	$81,117	$79,979	$79,240	$79,452	$79,514	$79,426	$79,488	$79,551	$79,613	$79,676	$79,740	$79,803	$956,602
Estimated State taxes	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$559	$6,713
Estimated Federal Taxes	$16,741	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$17,316	$200,886
NET PROFIT	$63,817	$62,104	$61,365	$61,577	$61,639	$61,551	$61,613	$61,676	$61,738	$61,801	$61,865	$61,928	$749,003

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YEAR 4

Pro Forma Profit and Loss Year 4 Based on 2.5 new clients per week/ 10 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$211,250	$2,535,000
Expenses													
Salaries	$52,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$61,000	$723,000
Payroll Expenses	$3,978	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$4,667	$55,310
medical exp	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$24,000
Utilities	$900	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$11,900
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$10,400	$11,200	$12,400	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$13,000	$151,000
City Services	$1,050	$1,100	$1,150	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,100
Auto expense	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Marketing	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$19,200
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$6,173	$6,109	$6,045	$5,980	$5,916	$5,851	$5,787	$5,721	$5,656	$5,591	$5,525	$5,459	$69,813
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$93,225	$103,800	$104,986	$105,571	$105,507	$105,442	$105,378	$105,312	$105,247	$105,182	$105,116	$105,050	$1,249,811
Profit Before Taxes	$118,025	$107,451	$106,265	$105,680	$105,744	$105,809	$105,873	$105,939	$106,004	$106,069	$106,135	$106,201	$1,285,190
Estimated State taxes	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$699	$8,391
Estimated Federal Taxes	$22,491	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$21,729	$269,890
NET PROFIT	$94,835	$85,023	$83,837	$83,252	$83,316	$83,381	$83,445	$83,511	$83,576	$83,641	$83,707	$83,773	$1,006,909

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YEAR 5

Pro Forma Profit and Loss Year 5 Based on 3 new clients per week/ 12 per month

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YEAR
INCOME	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$253,500	$3,042,000
Expenses													
Salaries	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$71,500	$858,000
Payroll Expenses	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$5,470	$65,637
medical exp	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
Utilities	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Telephone & Internet	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Food	$13,000	$15,000	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$15,600	$184,000
City Services	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Auto expense	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Miscelaneous	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Marketing	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$1,800	$21,600
Property Tax	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$2,975	$35,700
Insurance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Interest Expense	$5,393	$5,326	$5,260	$5,193	$5,126	$5,059	$4,991	$4,923	$4,855	$4,787	$4,719	$4,650	$60,282
7 year Depreciation	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$1,786	$21,432
40 year Depreciation	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$4,063	$48,756
Operating Expenses	$117,387	$119,320	$119,854	$119,787	$119,720	$119,653	$119,585	$119,517	$119,449	$119,381	$119,313	$119,244	$1,432,207
Profit Before Taxes	$136,113	$134,180	$133,646	$133,713	$133,780	$133,847	$133,915	$133,983	$134,051	$134,119	$134,187	$134,256	$1,609,793
Estimated State taxes	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$839	$10,069
Estimated Federal Taxes	$28,171	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$28,113	$338,057
NET PROFIT	$107,103	$105,228	$104,694	$104,761	$104,828	$104,895	$104,963	$105,031	$105,099	$105,167	$105,235	$105,304	$1,261,667

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PROFORMA CASH FLOW Based On SBA Loan Model

Pro Forma Cash Flow YEAR 1
with SBA loan

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Equity Funding	$400,000											
SBA Loan	$2,500,000											
Current Sales	$0	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500
Total Cash Received	$2,900,000	$0	$0	$0	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500	$84,500
EXPENDITURES												
Operational Expenses less amortization	$32,317	$31,261	$36,587	$43,949	$47,717	$49,784	$51,627	$51,629	$51,511	$51,453	$51,395	$51,336
Building & land purchase	$800,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Improvements	$350,000	$350,000	$350,000	$100,000	$0	$0	$0	$0	$0	$0	$0	$0
Purchase equip & furnishings	$0	$75,000	$75,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Principal repayment	$0	$16,978	$17,034	$17,092	$17,148	$17,206	$17,263	$17,321	$17,378	$17,436	$17,494	$17,552
state franchiseTAXES INCURRE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fed Income Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$6,167
TOTAL CASH SPENT	$1,182,317	$473,239	$478,621	$161,041	$64,865	$66,990	$68,890	$68,950	$68,889	$68,889	$68,889	$75,055
CASH BALANCE	$1,717,683	$1,244,444	$765,823	$604,782	$624,417	$641,927	$657,537	$673,087	$688,698	$704,309	$719,920	$729,365

Not knowing what month will be month 1, I have left property tax as coming out every month. In reality it will acrue and come out in a lump sum in February. That will actually help early cash flow.
In addition, total first year property tax is likely overstated as it is based on a property valuation of purchase price plus total money spent on building and land improvements.

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YEARLY CASH FLOW Based On SBA Loan Model

Pro Forma Cash Flow Model with SBA loan	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Equity Funding	$400,000				
SBA Loan	$2,500,000				
Current Sales	$676,000	$1,521,000	$2,028,000	$2,535,000	$3,042,000
Total Cash Received	$3,576,000	$1,521,000	$2,028,000	$2,535,000	$3,042,000
EXPENDITURES					
Operational Expenses less amortization	$550,568	$793,928	$1,001,210	$1,179,623	$1,362,019
Building & land purchase	$800,000	$0	$0	$0	$0
Building Improvements	$1,150,000	$0	$0	$0	$0
Purchase equip & furnishings	$150,000	$0	$0	$0	$0
Principal repayment	$189,901	$215,250	$224,018	$233,146	$242,644
state franchiseTAXES INCURRED & PAID	$0	$5,035	$6,713	$8,391	$10,069
Federal Income Tax	$6,167	$131,261	$200,886	$269,890	$338,057
TOTAL CASH SPENT	$2,846,636	$1,145,474	$1,432,827	$1,691,050	$1,952,789
CASH BALANCE	$729,364	$1,104,890	$1,700,063	$2,544,013	$3,633,224

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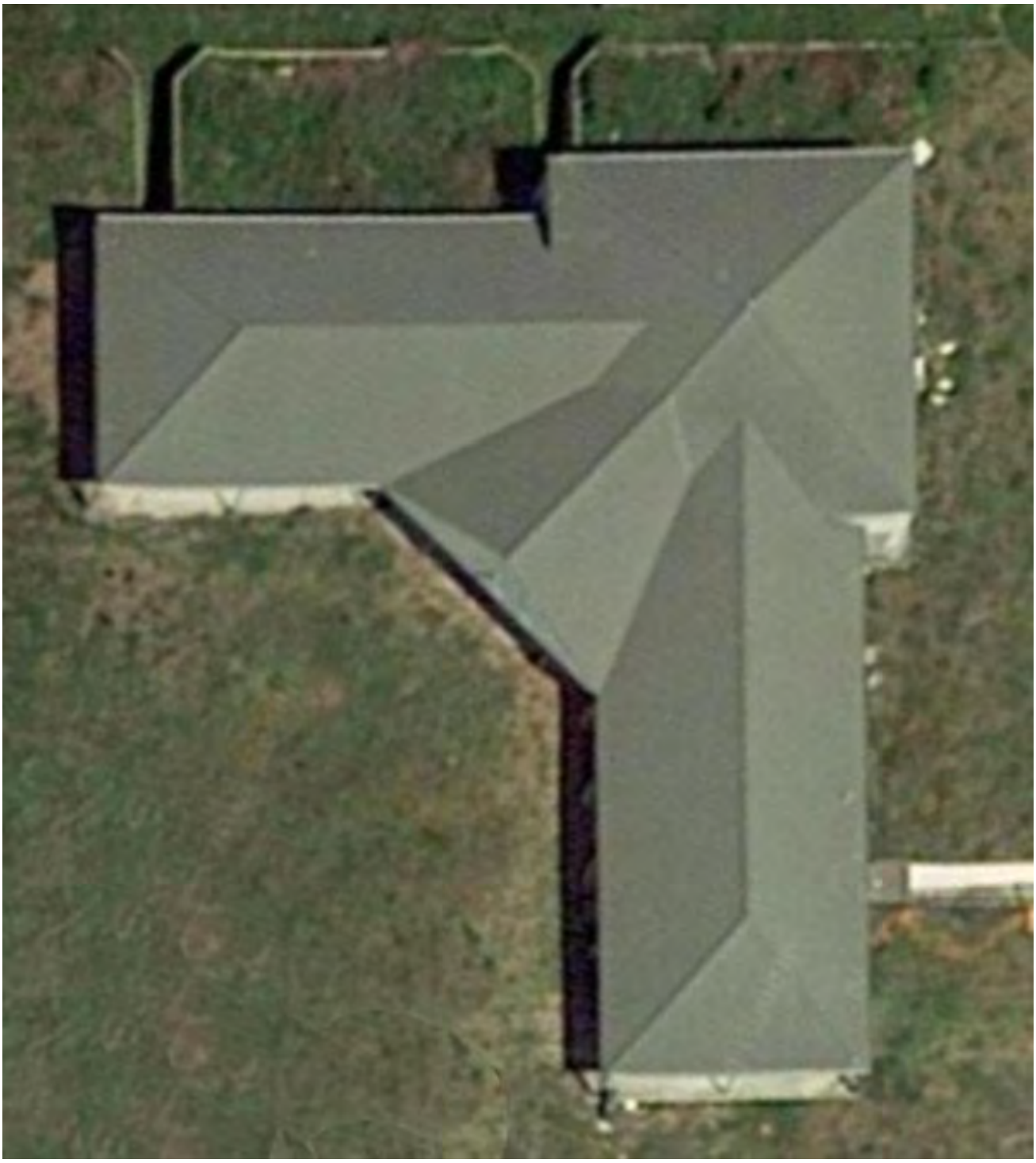
BUILDING EXTERIOR AND INTERIOR LAYOUT

EXTERIOR



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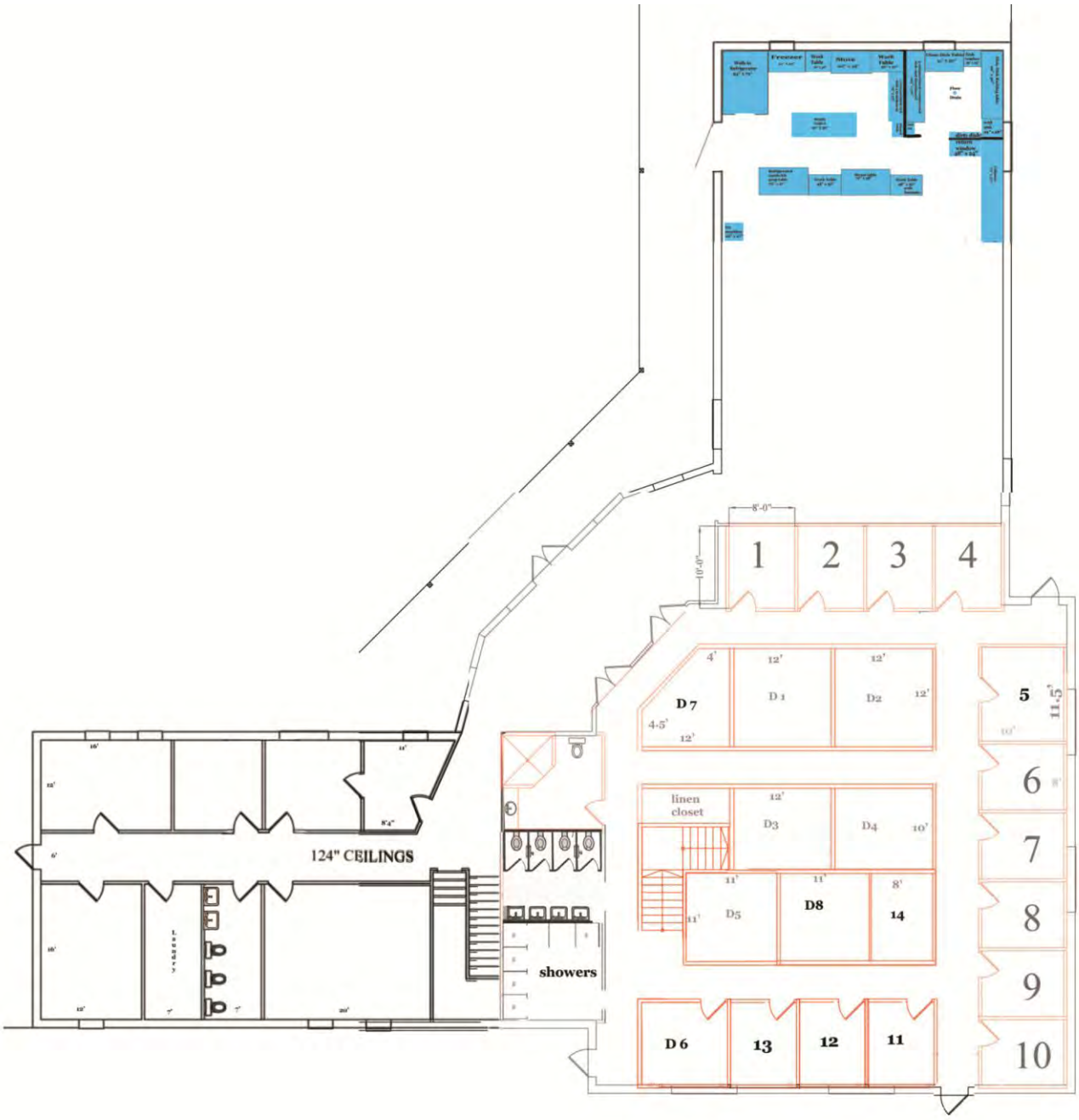
MAIN FLOOR LAYOUT



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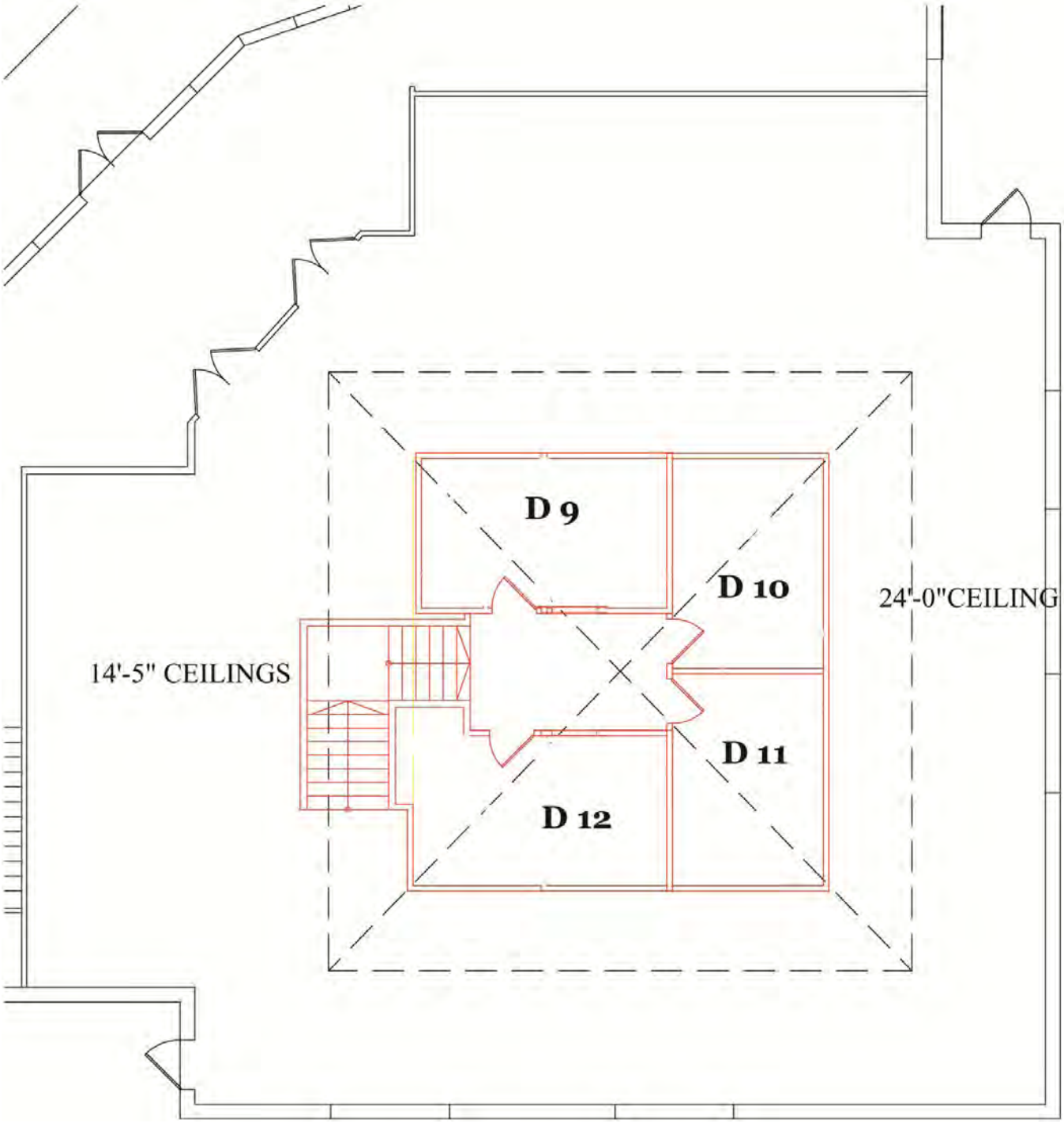
MEZZANINE LEVEL (4 bedrooms)



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MAP HOUSTON AND GALVESTON AREA

Houston
Pasadena
Baytown
La Porte
Deer Park
Channelview
Cloverleaf
Jacinto City
Galena Park
South Houston
Pearland
Friendswood
Webster
Taylor Lake Village
Seabrook
Kemah
League City
Dickinson
San Leon
Bacliff
Texas City
La Marque
Hitchcock
Santa Fe
Alvin
Hilshire
Liverpool
Dickinson
Angleton
West Columbia
Sugar Land
Missouri City
Stafford
Richmond
Rosenberg
Fulshear
Simonton
Weston Lakes
Orchard
Waller
East Bernard
Bellaire
West University Place
Meadows Place
Four Corners
Pecan Grove
New Territory
Greatwood
Fort Bend
Mission Bend
Cinco Ranch
Katy
Spring Valley
Piney Point Village
Jersey Village
Hedwig Village
Bunker Hill Village
Brookshire
Pattison
San Felipe
Brazos Country
Hungerford
Wharton
Boling-Iago
Needville
Fairchilds
Kendleton
Bossley
Pleak
Smithers Lake
Sierra Plantation
Thompsons
Arcola
Iowa Colony
Manvel
Brazoria
Brazos Bend State Park
Damon
Danbury
Brookshire
Clodine
Bailey's Prairie
Holiday Lakes
Eagle Nest Lake
Galveston Bay
Trinity Bay
East Bay
Galveston
Galveston Island
West Bay
Jamaica Beach
Chocolate Bay
Bayou Vista
Texas City
Lake Anahuac
Anahuac
Dayton Lakes
Beach City
Mont Belvieu
Cove
Old River-Winnie
Crosby
Barrett
Highlands
Sheldon
Sheldon Lake State Park
Aldine
Jersey Village
Cinco Ranch
George Bush Park
Katy
Brookshire
Pattison
San Felipe
Brazos Country
Simonton
Fulshear
Weston Lakes
Orchard
Waller
East Bernard
Wharton
Hungerford
Needville
Fairchilds
Kendleton
Bossley
Pleak
Rosenberg
Richmond
Cumings
Pecan Grove
Greatwood
New Territory
Four Corners
Meadows Place
Sugar Land
Missouri City
Fort Bend
Mission Bend
Bellaire
West University Place
Spring Valley
Piney Point Village
Hedwig Village
Bunker Hill Village
Jersey Village
Aldine
Houston
Pasadena
Deer Park
Channelview
Cloverleaf
Jacinto City
Galena Park
South Houston
Pearland
Friendswood
Webster
Taylor Lake Village
Seabrook
Kemah
League City
Dickinson
San Leon
Bacliff
Texas City
La Marque
Hitchcock
Santa Fe
Alvin
Hilshire
Liverpool
Dickinson
Angleton
West Columbia
Danbury
Brookshire
Clodine
Bailey's Prairie
Holiday Lakes
Eagle Nest Lake
Damon
Boling-Iago
Wharton
Hungerford
Needville
Fairchilds
Kendleton
Bossley
Pleak
Smithers Lake
Sierra Plantation
Thompsons
Arcola
Iowa Colony
Manvel
Brazoria
Brazos Bend State Park
Bonney
Liverpool
Chocolate Bay
Jamaica Beach
West Bay
Galveston Island
Galveston
Texas City
Bayou Vista
Hitchcock
La Marque
Santa Fe
Alvin
Hilshire

City Council
Planning & Development Division
City of Galveston
October 22, 2020

Property Owner Notifications
Cases 20P-027 and 20P-028

Case 20P-027				
Property Owner Notices				
In Favor	**Opposed**	**Comments**	**Associated Attachments**	**Within 200' Notification Area?**
	X	Earl & George Lyman (11219 N. Gafftoppers): We have families with children at our facilities. It would be dangerous	A	Yes
	X	Kenneth Graves (Lot 49, Gafftoppers Sub): N/A	B	Yes
	X	Matthew Mouton (Lot 50, Gafftoppers Sub): N/A	C	Yes
	X	Larry and Kenetha Isles (Lot 7, Gafftoppers Sub): See attached	D	Yes
	X	Robert Moody (11260 Stewart): Hello my name is Robert Moody Jr and I own treasure oaks LLC which is across the road . My understanding that their is a zoning request for 8 mile and Stewart rd to allow a drug and alcohol rehab center . I'm totally not in favor of this request as I think it could create big problems with theft and destruction of my property . I've had major issues before at a nother property that I owned as it relates to that subject matter.please consider the issue and think if that was next to your home and kids ? Thanks for your consideration.	E	Yes
	X	Vera S Hayes (11243 Stewart Road) The Galveston West End is designed for recreation and family living. The thought that people with drug/alcohol addictions will be nearby is troubling. Shouldn't they be in the medical area?	F	Yes
X		Emma Thomas-Smith (Lot 5): N/A	G	Yes

Case 20P-028				
Property Owner Notices				
In Favor	**Opposed**	**Comments**	**Associated Attachments**	**Within 200' Notification Area?**
	X	Earl & George Lyman (11219 N Gafftoppers): This area should stay residential this area is a family subdivision	H	Yes
	X	Kenneth Graves (Lot 49, Gafftoppers Sub): N/A	I	Yes
	X	Larry Domingue (Lot 48, Gafftoppers Sub): This is a residential environment want to avoid drug [infestation]	J	Yes
	X	Matthew Mouton (Lot 50, Gafftoppers Sub): N/A	K	Yes
	X	Larry and Kenetha Isles (Lot 7, Gafftoppers Sub): I am opposed to this request as well. I see this as run around to get back to the first Substance Abuse	L	Yes

		Facility issue. If approved this property owner will be back 2-5 years from now. They will be stating the next time that the property has already been zoned for commercial use, thereby making it easy to transition to the Substance Abuse Facility again. **PLEASE VOTE NO** to this request as well. This would not be progress.		
		Vera Hayes (11243 Stewart): N/A	M	Yes

Totals

20P-027

Notices returned:	7/23
In favor:	1/7
Opposed:	6/7
No comment:	0/7

20P-028

Notices returned:	6/23
In favor:	0/6
Opposed:	5/6
No comment:	1/6

City Council
Planning & Development Division
City of Galveston
October 22, 2020

Public Comment
Cases 20P-027 and 20P-028

Cases 20P-027 and 20P-028 Public Comment				
Public Comment				
In Favor	**Opposed**	**Comments**	**Associated Attachments**	**Within 200' Notification Area?**
	X	Sandra & Ed Boughal (11205 Beard): I own a home in Sunny Beach and learned of a re-zoning meeting tomorrow at 3:30 PM to rezone this property from residential to commercial. As a property owner within a close proximity to that property I would have expected to receive a letter from the city concerning this re-zoning. I never received a letter from the city. If my information is correct, it seems that the applicant wants to turn this church property into a drug rehabilitation center. With Sunny Beach being a very popular beach access area as well as an extremely heavily frequented short-term rental area for families with many small children, under NO circumstances do we support the placement of a drug rehabilitation center in such close proximity to our area where so many families with young children spend time. Moreover, most of the homes in Sunny Beach are vacant through the off-season and are susceptible to burglary and vandalism during that time. We do not support this move to re-zone the property and hope the request will be rejected. At a minimum, we request that the city postpone this vote until more information is made available to us, the nearby homeowners. Please keep us updated on this matter.	N	No
	X	Eric Quinnell (11212 Bernice): Please postpone tomorrow's vote to rezone the church property. I have just been informed today about the plans for this rezoning to enable the building of a drug rehab center amongst our homes and I have grave concerns about having a drug rehab center in this area. As a homeowner and professional, I would like time to look at data regarding the size and type of patient population that would be served as well as the plans for increased traffic on our small roads. I would like to have a chance to see pertinent information. At this time, I do not see that the neighborhoods in this area or the city would benefit in any way by having a drug rehab center located amongst our family homes. I urge	O	No

		the committee to deny the rezoning if the vote is brought up again.		
	X	Leslie Quinnell (11212 Bernice): I am a homeowner in the Sunny Beach Residential neighborhood and I would like to ask that you postpone your vote on the zoning of the nearby church property so that we can provide you with more information regarding the impact that this rezoning will have on our neighborhood. We do not want to have a drug rehabilitation center with potentially relapsing drug addicts so close to our home where our children play outside and walk to the beach. In addition, my home also provides significant rental revenue to the city and my renters are attracted to my property primarily due to its quiet and safe residential status. We do not want this to change. Please consider that recovering addicts in a drug rehab center and family homes just do not mix safely. Furthermore, increased foot and car traffic will result in our area if rezoning takes place because recovering addicts need frequent public transportation which is not available in our area. We do not want dangerous loitering and hitchhiking to and from a rehab center. Thank you for your consideration--we firmly believe rezoning should not occur and that this owner can easily find a more suitable location to serve the drug rehab population.	P	No
	X	James Pitre (Lot 36, Gafftoppers Sub): I feel this project would further hamper the development of the Gafftopper subdivision of which I'm a land owner in said subdivision	Q	No
	X	Janet King (11216 Bernice): I am a resident and homeowner in Sunny Beach and I am strongly against this redesignation of the church property near our neighborhood into a drug rehabilitation center and I ask that you postpone your vote tomorrow. As a retired, certified Clinical Nurse Specialist in Psychiatric and Mental Health with drug rehabilitation experience, I would like to attest that a drug rehabilitation center is not suitable for this residential neighborhood. Outpatients and clients undergoing drug rehab are often our most difficult patients in regards to high risk for relapse as well as anger management issues and other serious mental health illnesses. It is my personal experience that many of these patients will linger in and around the center and tend to mingle with nearby teenagers and children--- a vulnerable population to mix with recovering addicts.	R	No

		Furthermore, the church location is near beach home rentals which are often empty--again in my professional experience, this presents an attractive opportunity to the client who is relapsing and tempted to resort to burglary to fund his relapse. And the church property is just not rural, as I understand the owners are seeking. It is in a high pedestrian area where families with small children are often seen walking to and from the nearby beach. For these reasons, and others, the church property location is not in the best interest of the city, the nearby subdivision, or the Sunny Beach subdivision for a drug rehabilitation center with recovering and relapsing addicts. Please postpone your vote to rezone so that we can study this issue further and provide more information to you regarding safety and the loss of rental revenue due to the easily anticipated increase in neighborhood crime. We appreciate all of your time and work and I want to thank you in advance for taking our concerns under consideration.		
	X	Jesse Meason (11227 Bernice): I own a home in Sunny Beach. Today, I was made aware of a re-zoning meeting tomorrow at 3:30 PM to rezone this property from residential to commercial. I thought that all property owners within a close proximity to that property should have received a letter from the city concerning this re-zoning. I never received a letter from the city. I understand the applicant wants to turn this church property into a drug rehabilitation center. This is NOT favorable to the homeowners in Sunny Beach. The majority of the homes in Sunny Beach are owned by non-residents. The majority of these properties are short term rentals that rent to families with a lot with small children. These same homes are vacant through the off-season and are susceptible to burglary and vandalism during that time. I realize that some of my facts may be wrong because I have just heard about this today from a phone call from a neighbor that does not live in Sunny Beach. This is reason enough to at least POSTPONE your vote and to provide more specific information about the re-zoning to all Sunny Beach homeowners. Please…..provide more information to us before you vote!	S	No
	X	Lester Lee (11225 N Gafftoppers/3621 W Gafftoppers): This is a residential environment. On 61st where this type of facility is drug infested transiants everywhere	T	No

City Council
Planning & Development Division
City of Galveston
October 22, 2020

	X	Linda Martell (11212 S Gafftoppers): I did not receive notice from the city of the change to the said property to a commercial substance abuse facility. I OPPOSE the change and would like to be notified in the future of any proposed changes to any properties surrounding the property	U	No
	X	Logan Beene (11221 Bernice): As the owner of 11221 Bernice in Sunny Beach, I am adamantly opposed to any rezoning from residential to commercial the area referred to in the subject line. The Sunny Beach area is our escape, as well as our investment property. We have it managed as a rental property for vacationers. The values of our homes in the area will undoubtedly lower, our investment will be lost, and no one will want to take their children for a family week at the beach across the street from a drug rehab center. Do not ruin the property values and degrade the safety of our area.	V	No
	X	Mary Mabry (11227 Beard): I am a homeowner in Sunny Beach subdivision, a residential neighborhood at 3005 and 8 Mile Road. I understand that property at 3005 and Stewart Road, a former church, is under consideration for commercial zoning. I received notification of this today, from a neighbor, the day before the planning department is to consider this change, as I understand it. If I am in error, I apologize. Residents in Sunny Beach would almost certainly have the right to input on this important decision, but have been denied that by a lack of notification. I request a postponement of this matter, followed by a notification to all homeowners in the vicinity of the proposed change, and a mode and time period for input. This seems more fair and transparent.	W	No
	X	Nancy Magoto (Sunny Beach): I OWN A HOME IN Sunny Beach and highly oppose this being zoned for commercial property. A rehab would be detrimental to the surrounding residential areas. Please vote NO or at least postpone this meeting till all surrounding areas are informed	X	No
	X	André Morgan (Lot 35, Gafftoppers Sub): Please find attached my documentation as a response to the letter that was sent out in regards to proposed changes to the address mentioned above. I am associated with the Gafftoppers association and a property lot/land owner. Please vote “NO” to the rezoning request and “NO” to allow the construction of a Substance Abuse Facility.	Y	No

	X	Marilyn Murph (2803 Mayapan): I feel like that there was not enough neighborhood input regarding the proposed zoning change for the abandoned church building usage at 8 Mile Rd. This building is not even accessible by public transportation, therefore the Stewart Rd (added) traffic that filters down to a racetrack at that point will become even more dangerous. Also, I think the surrounding neighborhoods need more time to learn and discuss the potential effects of having a substance abuse center next door and safety concerns.	Z	No
		Julia Cox (7519 Beaudelaire): Will this facility have drop in methadone treatment? How will the clients travel to and from the facility? Any security at this facility? Will clients be released without transportation?	AA	No
	X	Diane Schlegel (12825 E Conquistador): The West End of Galveston does not need to house the criminals forced into rehab by the court system. This will increase crime in our area and allow access to those that do not live on the West End. Currently the West End has the lowest crime rate which will increase if such a facility is placed in our area. If Galveston Courts wish to create an Abuse Facility, let them place it in their own neighborhoods – do not create problems where none currently exist	AB	No
X		Gail Peterson (1814 Bayou Shore): I whole heartedly support the addition of a rehab facility to our Island. Even if I lived next door to it I would have no concerns. People there are sick. People there are trying to be well. People there want to go home. Hopefully it will be supported and welcomed.	AC	No
X		Judith Flisram (1628 Ave N ½): This is great news. Galveston needs facilities like these. People need to look at all the facilities in Florida. Good for people needing treatment and provides jobs. Thank you Hello , not sure if my opinion matters as I do not live in the west area this is being proposed, however; Galveston needs a substance use disorder program desperately. State funded and privately owned. Just look at the people on the streets at night! People move to the west end because they dont want to see it, however; it could be their lived one next who needs it. Facilities are in the richest and nicest neighborhoods in CA, FL, it's time for the gulf and Galveston to become a recovery Mecca	AD	No

City Council
Planning & Development Division
City of Galveston
October 22, 2020

X		Georgia Nelson (4728 Crockett): I'm writing to expres my support of the proposed Substance Abuse Facility on Stewart Rd. There is a tremendous need for such a facility in Galveston. When people ask for help normally all of the beds in the area are full and they are placed on a waiting list. Adding additional beds to an overcrowded system, will allow more people to receive help. I've seen comments on social media expressing concern about increased crime because of the facility. These concerns are not supported by research.	AE	No
	X	Carolyn Gaido & Jon Eversberg (Address unknown): It has come to our attention that an application has been submitted to change the use of a certain property located at the corner of Eight Mile Road and Stewart Road. As property owners nearby we are interested in learning more about the proposed new use. We understand the proposal for the change of use is coming before City Planning today. We are requesting that a decision as to the change of use of this property be postponed to a future date so that the proposal can be properly presented to the neighboring property owners. It is an usually difficult time for all of us with tropical storm Beta as well as a worldwide Covid-19 pandemic currently in effect.	AF	No
	X	Liz Rogers Alvarado (10213 Stewart): I would like to submit a public comment for today's Planning Commission meeting regarding **agenda items 20P-027 and 20P-028 for the property located at 11279 Stewart Road.** As a homeowner on adjacent property located at 10213 Stewart Road, **we do not** support the requested change of zoning from Residential to Commercial. This entire area is residential with homes, kids, runners, dog-walkers and we sit across from Campeche Cove - this zoning change would set a precedence for other changes to occur and would open the door for any commercial entity to sit on this property - which would affect not only property values, but the community as a whole.	AG	
	X	Emily Cooke (Address unknown): I am a resident very close to the request for rezoning to commercial to put a drug rehab facility next to our home where a church currently is. I am completely NOT in support of this as the high volume traffic is a disruption to our family life and has been an issue with noise ordinance in the past. Putting a rehab facility next to our homes would increase the risk of crime and invasions of privacy.	AH	No

City Council
Planning & Development Division
City of Galveston
October 22, 2020

	X	Steve Voinis (11322 Sportsman): I am adamantly opposed to locating the proposed Substance Abuse Facility on the former church site on 8 Mile Road. My home is nearby on Sportsman Road which is a special place and joy for me and my wife, 5 children and 9 grandchildren. I fear that this proposed facility, located at the entrance of our peaceful Sportsman Road Community, would introduce risk and safety concerns to our family neighborhood. The damaging impact to Sportsman and other neighboring communities will be severe	AI	No
	X	Matt & Sara Hawkes (11516 Sportsman): We are not happy with the proposed location for the substance abuse facility off 8 mile road. We live off of 8 mile road off of Sportsman Road. We are full time residents, but there are many that are not full time residents on our road. I think having this facility here will lead to people walking or driving through our neighborhoods that normally wouldn't be over here. I feel this facility so close to residents will lead to increased crime.	AJ	No
	X	Mary Ann Loweth (31 E Briar Hollow Ln, Houston, TX): Along with my siblings, we own a home on Sportsman Road. My father bought the property close to 60 years ago and we re-built a home after Ike destroyed the original home. We've just learned that a rehab facility is proposed at an abandoned church located at 8 Mike Road & Stewart Road. We want to voice STRONG OPPOSITION to this facility. Our children and grandchildren visit often and we do NOT want the facility near us.	AK	No
	X	Krissi Reid (11042 Sportsman): I own a home at Sportsman& 8 mile road for 15 years, our property tax has increased at an alarming rate, it's ok w clean up of our area as it continues to improve. Adding a commercial facility that serves as a drug rehab center a few miles from my home is not an improvement. I do no agree for many reasons I am against Change in zoning I am against the Drug Rehab facility	AL	No
	X	James Pozzi (11802 Sportsman): My wife and I are opposed to this zoning change. It is also not a good location due to the flooding that occurs in our area as seen hte last several days with Beta.	AM	No
	X	Keith McFatridge Jr (11822 Sportsman): I am opposed to this permit use change. I did not receive notice. I am opposed to both of the following 1. Change in zoning request and	AN	No

		2. Approval of the drug rehab facility 11822 sportsman Road is my property.		
	X	Denise Campbell (11706 Sportsman): We are not in favor of changing zoning on 8 mile road and we are not in favor of a drug rehab facility on 8 mile road. We are opposed to changing zoning for an 8 mile road drug rehab.	AO	No
	X	Wade Kilpatrick (1704 S Congress Ave, Ste K, Austin, TX): We oppose the application for issuance of a Specific Use Permit to operate a "Substance Abuse Facility" at 11279 Stewart Road. The adjacent land is zoned RES/REC or TN. The Sweetwater Cove development and the ongoing expansion of Beachside Village area indicative of the quality of development occurring in this growth corridor. The proposed use would negatively impact these developments and deter similar high-quality developments in the future. Furthermore, it conflicts with COG's zoning plan.	AP	No
	X	Tracy Lovoi (900 Hogan, Houston, TX): This area is far to residential and tourist heavy for a facility of this nature. That building is very delipidated and would need millions of dollars of renovations. Surely there is a more remote area this facility could be built for less cost. We are opposed to any such facility at that location.	AQ	No
	X	Rocky Sullivan (11131 Homrighaus): See attached	AR	No
	X	Richard Krumholz (Address unknown): I have been a Resident and property owner on Sportsman Road for the past thirty years. I am strongly against the proposed Drug Rehab center on 8 Mile Road. This residential area is not the place for this type of facility. As we have recently (today) experienced this area and building is Highly susceptible to Flooding both by rain and storm surge. I watched this structure being built with portions being "underground" and have heard that it has structural issues due to being "underground" as well as health issues. This is not an exceptible location for this type of Facility!! Thank you in advance for declining a permit for such use.	AS	No
	X	Gayle Reynolds (Address unknown): My husband and I live on Sportsman Road. We do not want a drug rehab facility near our home	AT	No
X		Michael Saccar (3412 Avenue S #4): I, Michael Saccar, as a resident of the city of Galveston, Tx, do hereby voice my support in favor of the residential rehabilitation center for women as presented by	AU	No

		Mr. Ed Jackson. Please feel free to contact me for any further information at saccar@att.net. Thank you.		
X		Mary Ann Mueller (Address unknown): I am writing to you today about my friend Ed Jackson. I've known Ed for several years. He is a hard working and caring individual. He puts others before himself. His heart is only to help others live a fuller more robust life! I believe that if given the opportunity he would be a great asset to the community. I am asking you to approve his request for a residential rehabilitation center for women. He really just wants to help. Thank you for your time and attention to this matter. Sincerely, Mary Ann Mueller	AV	X
X		Lynn Donovan (Address unknown): **I am responding to an article in Tuesday's edition of The Galveston Daily News.** It appears according to the article that there is some opposition to having a residential women's treatment facility for substance-abuse on the west end of the island. I am a retired substance-abuse counselor, mother, grandmother, wife of 46 years, and an alcoholic with 34 years of sobriety. I think much opposition comes because individuals have a stereotype of what they think substance abuse women are like. I have several other female friends on the island who reside on the west end that are also in recovery. Galveston county is in desperate need of residential treatment programs for women. I truly feel that if individuals who are opposed to the proposed treatment center had the opportunity to meet some of us women they would surely change their minds and be in support of the project. It's my understanding from reading the article that this facility is self-pay not government funded treatment. One could speculate that these women are either currently employed, married or self-supporting in order to have private insurance or pay cash for treatment. With that said I would I suppose that many of these women are in the same situation that I was some 35 years ago. A wife, mother and an employee who Was an active alcoholic. As you can see by this email as a result of substance-abuse treatment we become active women in our communities, homeowners, taxpayers, mothers, wives and grandmothers and great girlfriends. If you would like to visit with any of us I'm sure that I can arrange it to answer any questions that you may have. I hope with this said that you will give consideration to supporting this	AW	X

		project. As you know an abandoned building often breeds vagrancy. I believe that is something that has more of an impact on property values than a privately run substance abuse treatment center. Thank you in advance for taking the time to receive my email.		
	X	Don Cooper (Lot 24): I oppose this	AX	X

Totals
Public Comment

Received:	37
In favor:	6/37
Opposed:	30/37
No comment:	1/37

Attachment A

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on September 22, 2020, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on October 22, 2020, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL,** in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

20P-027 (11279 Stewart Road) Request for a Specific Use Permit to operate a "Substance Abuse Facility." Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas.
Applicant: Edward Jackson
Property Owner: Veco V. Delagardie

In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19), the meeting will be held by videoconference and there will be no public access to the location described above. The public may view the meeting on Channel 16, online on GTV at galvestontx.gov, or Facebook Live.

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

A detailed staff report will be posted online at least 72 hours before the meeting. You may view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Landmark Commission."

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

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

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS: WE HAVE families with children at our freilities. It would be dangerous

Signature of Property Owner

Printed Name: EARL C. LYMAN JR.

11219 N. Gulftoppers
Address of property within notification area

[redacted]
*Contact Phone Number

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

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

City of Galveston

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS:

Signature of Property Owner

121 Hall & Jones Sur LOT 49 GAFF Toppers SUB
Address of property within notification area

Kenneth Graves
Printed Name

[redacted]
*Contact Phone Number

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Property Owner: Veco V. Delagardie

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS:

Matthew Mouton
Signature of Property Owner

ABST 121 Page 64 Lot 50 Goff Toppers Sub.
Address of property within notification area

Matthew Mouton
Printed Name

[redacted]
*Contact Phone Number

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Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 8:14 AM
To: Catherine Gorman; Karen White
Subject: FW: Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)

Forwarding this message that was sent to Dr. Cole.

Thanks,
Janelle

From: Jackie Cole <JackieCole@GalvestonTX.Gov>
Sent: Monday, September 21, 2020 5:04 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Subject: Fwd: Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)

Please forward this to planning commission- not sure if he is in 200 ft notice area.

Begin forwarded message:

From: Kenni <[redacted]>
Subject: [EXTERNAL] Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)
Date: September 21, 2020 at 4:45:01 PM CDT
To: "JackieCole@galvestontx.gov" <JackieCole@galvestontx.gov>
Reply-To: Kenni [redacted]>

Dear Council Woman Cole,

20P-027
I just wanted to send you an email to express my 100% opposition to a proposed Substance Abuse Facility being located a fence hop away from my property in the Gafftopper's Residential Sub-Division. My Family (Wife and Grand Kids) currently enjoy the our property the way it was intended to be along with other property owners. Our families run and play freely and we have never had to worry about safety issues until now.

If this is approved we will have to watch very closely all of the activities on the other side of the fence. If this facility is placed in our neighborhood it will place at my door steps Drug addicts and other undesirable elements.

I value my family's safety and peace of mind. I am sure that you would not like to have a facility such as this adjacent to you house. Your children and maybe grandchildren would no longer be able to enjoy your place like they are accustom.

PLEASE VOTE NO to this request. I really don't want my family to be part of an experiment that could end up hurting our quiet and peaceful family community.

20P-028
I am opposed to this request as well. I see this as run around to get back to the first Substance Abuse Facility issue. If approved this property owner will be back 2-5 years from now. They will be stating the next time that the property has already been zoned for commercial use, thereby making it easy to transition to the Substance Abuse Facility again.

PLEASE VOTE NO to this request as well. This would not be progress.

Thanks for considering my wife and I thoughts on this matter,

Sincerely,

Larry Isles and Kenetha Isles
Property owners in the Gafftopper's Sub-Division
ABST 121 Hall & Jones Sur Lot 7 Gafftoppers SUB

Karen White

From: Bobby Moody <bobbym@moodygroup.com>
Sent: Tuesday, September 22, 2020 9:41 AM
To: Planning Counter
Subject: [EXTERNAL] Rehab center on 8 mile and Stewart rd

Hello my name is Robert Moody Jr and I own treasure oaks LLC which is across the road . My understanding that their is a zoning request for 8 mile and Stewart rd to allow a drug and alcohol rehab center . I'm totally not in favor of this request as I think it could create big problems with theft and destruction of my property . I've had major issues before at another property that I owned as it relates to that subject matter.please consider the issue and think if that was next to your home and kids ? Thanks for your consideration. Robert Moody Jr

Sent from my iPhone

City of Galveston

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Property Owner: Veco V. Delagardie

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

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

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS:

Signature of Property Owner

Robert L. Moody, Jr.
Printed Name

2601 8 Mile Rd
Address of property within notification area

[redacted]
*Contact Phone Number

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Attachment F

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

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20P-027 (11279 Stewart Road) Request for a Specific Use Permit to operate a "Substance Abuse Facility." Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas.
Applicant: Edward Jackson
Property Owner: Veco V. Delagardie

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

[ ] I am in favor
[✓] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS: THE GALVESTON WEST END IS DESIGNED FOR RECREATION AND FAMILY LIVING. THE THOUGHT THAT PEOPLE WITH DRUG/ALCOHOL ADDICTIONS WILL BE NEARBY IS TROUBLING. SHOULDN'T THEY BE IN THE MEDICAL CENTER AREA?

Vera S. Hayes
Signature of Property Owner

11243 STEWART ROAD, GALVESTON, TX
Address of property within notification area

VERA S. HAYES
Printed Name

[redacted]
*Contact Phone Number

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Attachment G

City of Galveston

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

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Applicant: Edward Jackson
Property Owner: Veco V. Delagardie

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

[✓] I am in favor
[ ] I am opposed
[ ] I have no comment

20P-027
September 22, 2020/October 22, 2020

COMMENTS:

Emma J. Thomas-Smith
Signature of Property Owner

Emma J. Thomas-Smith
Printed Name

Address of property within notification area

*Contact Phone Number

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City of Galveston

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823 Rosenberg, Rm 401 | Galveston, TX 77550
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Property Owner: Veco V. Delagardie

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS: This area should stay residential this area is a family subdivision

Signature of Property Owner

Earl C. Lyman Jr.
Printed Name

11219 N. Grasshoppers.
Address of property within notification area

[redacted]
*Contact Phone Number

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City of Galveston

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

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Property Owner: Veco V. Delagardie

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS:

Kenneth Graves
Signature of Property Owner

121 Hall & Jones Sur Lot 49
GAFT Toppers SUB
Address of property within notification area

Kenneth Graves
Printed Name

[redacted]
*Contact Phone Number

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Attachment J

City of Galveston

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planningcounter@galvestontx.gov | 409-797-3660

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS: This is a residental enviornment want to avoid drug infect

Larry J. Domingue
Signature of Property Owner

Larry J Domingue
Printed Name

11219 N. Gaff Topper Galveston TX 77554
Address of property within notification area

[redacted]
*Contact Phone Number

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GALVESTON

City of Galveston

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

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Applicant: Edwards Division
Attorney/Owner: John J. Delugardie

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS:

Matthew Mouton
Signature of Property Owner

Matthew Mouton
Printed Name

ABST 121 Page 64 Lot 50 Goff Toppers Sub
Address of property within notification area

[redacted]
*Contact Phone Number

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Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 8:14 AM
To: Catherine Gorman; Karen White
Subject: FW: Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)

Forwarding this message that was sent to Dr. Cole.

Thanks,
Janelle

From: Jackie Cole <JackieCole@GalvestonTX.Gov>
Sent: Monday, September 21, 2020 5:04 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Subject: Fwd: Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)

Please forward this to planning commission- not sure if he is in 200 ft notice area.

Begin forwarded message:

From: Kenni <[redacted]com>
Subject: [EXTERNAL] Substance Abuse Center: Notice : 20P-027 (11279 Stewart Road) and Commercial Property Designation 20P-028 (11279 Stewart Road)
Date: September 21, 2020 at 4:45:01 PM CDT
To: "JackieCole@galvestontx.gov" <JackieCole@galvestontx.gov>
Reply-To: Kenni [redacted]>

Dear Council Woman Cole,

20P-027
I just wanted to send you an email to express my 100% opposition to a proposed Substance Abuse Facility being located a fence hop away from my property in the Gafftopper's Residential Sub-Division. My Family (Wife and Grand Kids) currently enjoy the our property the way it was intended to be along with other property owners. Our families run and play freely and we have never had to worry about safety issues until now.

If this is approved we will have to watch very closely all of the activities on the other side of the fence. If this facility is placed in our neighborhood it will place at my door steps Drug addicts and other undesirable elements.

I value my family's safety and peace of mind. I am sure that you would not like to have a facility such as this adjacent to you house. Your children and maybe grandchildren would no longer be able to enjoy your place like they are accustom.

PLEASE VOTE NO to this request. I really don't want my family to be part of an experiment that could end up hurting our quiet and peaceful family community.

20P-028
I am opposed to this request as well. I see this as run around to get back to the first Substance Abuse Facility issue. If approved this property owner will be back 2-5 years from now. They will be stating the next time that the property has already been zoned for commercial use, thereby making it easy to transition to the Substance Abuse Facility again.

PLEASE VOTE NO to this request as well. This would not be progress.

Thanks for considering my wife and I thoughts on this matter,

Sincerely,

Larry Isles and Kenetha Isles
Property owners in the Gafftopper's Sub-Division
ABST 121 Hall & Jones Sur Lot 7 Gafftoppers SUB

City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
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Property Owner: Veco V. Delagardie

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

[ ] I am in favor
[ ] I am opposed
[✓] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS:

Vera S. Hayes
Signature of Property Owner

11243 STEWART ROAD, GALVESTON, TX
Address of property within notification area

VERA S. HAYES
Printed Name

[redacted]
*Contact Phone Number

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

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

Karen White

From: Boughal Home [redacted] com>
Sent: Monday, September 21, 2020 2:22 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-028 (11279 Stewart Road)

Dear Planning Department:

I own a home in Sunny Beach and learned of a re-zoning meeting tomorrow at 3:30 PM to rezone this property from residential to commercial. As a property owner within a close proximity to that property I would have expected to receive a letter from the city concerning this re-zoning. I never received a letter from the city.

If my information is correct, it seems that the applicant wants to turn this church property into a drug rehabilitation center. With Sunny Beach being a very popular beach access area as well as an extremely heavily frequented short-term rental area for families with many small children, under NO circumstances do we support the placement of a drug rehabilitation center in such close proximity to our area where so many families with young children spend time.

Moreover, most of the homes in Sunny Beach are vacant through the off-season and are susceptible to burglary and vandalism during that time. We do not support this move to re-zone the property and hope the request will be rejected.

At a minimum, we request that the city postpone this vote until more information is made available to us, the nearby homeowners.

Please keep us updated on this matter.

Sandra & Ed Boughal
Sunny Beach Homeowners

Karen White

From: Leslie Quinnell [redacted] >
Sent: Monday, September 21, 2020 6:00 PM
To: Planning Counter
Subject: Re: the rezoning of the church property near Sunny Beach

To whom it may concern,

Please postpone tomorrow's vote to rezone the church property. I have just been informed today about the plans for this rezoning to enable the building of a drug rehab center amongst our homes and I have grave concerns about having a drug rehab center in this area.

As a homeowner and professional, I would like time to look at data regarding the size and type of patient population that would be served as well as the plans for increased traffic on our small roads. I would like to have a chance to see pertinent information.

At this time, I do not see that the neighborhoods in this area or the city would benefit in any way by having a drug rehab center located amongst our family homes. I urge the committee to deny the rezoning if the vote is brought up again.

Thank you.

Sincerely,

Dr. Eric Quinnell
11212 Bernice Drive
Galveston, Texas 77554

Karen White

From: Leslie Quinnell <[redacted]>
Sent: Monday, September 21, 2020 3:29 PM
To: Planning Counter
Subject: [EXTERNAL] Urgent: Sunny beach rezoning meeting

Dear committee:
I am a homeowner in the Sunny Beach Residential neighborhood and I would like to ask that you postpone your vote on the zoning of the nearby church property so that we can provide you with more information regarding the impact that this rezoning will have on our neighborhood.

We do not want to have a drug rehabilitation center with potentially relapsing drug addicts so close to our home where our children play outside and walk to the beach. In addition, my home also provides significant rental revenue to the city and my renters are attracted to my property primarily due to its quiet and safe residential status. We do not want this to change.

Please consider that recovering addicts in a drug rehab center and family homes just do not mix safely. Furthermore, increased foot and car traffic will result in our area if rezoning takes place because recovering addicts need frequent public transportation which is not available in our area. We do not want dangerous loitering and hitchhiking to and from a rehab center.

Thank you for your consideration--we firmly believe rezoning should not occur and that this owner can easily find a more suitable location to serve the drug rehab population.

Sincerely,
Leslie Quinnell
11212 Bernice Drive
Galveston, Texas 77554

Karen White

From: [redacted]
Sent: Monday, September 21, 2020 12:31 PM
To: Planning Counter
Subject: [EXTERNAL] 2OP-028 (11279 Stewart Road)
Attachments: 20200921_092613.jpg

To whom it may concern:
I'm writing to acknowledge my position on the proposed zoning change and the building of a Rehabilitation facility. I was not able to print and sign. I hope this email is suffice to acknowledge my position.

I am opposed:

Comments:
I feel this project would further hamper the development of the Gafftopper subdivision of which I'm a land owner in said subdivision.

Signature of Property Owner: James L. Pitre

Address of property within notification area: ABST 121 HALL & JONES SUT LOT 36 GAFFTOPPERS SUB

Contact Phone Number:
713-256-3838

Thank you,
James L. Pitre

Karen White

From: Janet King <[redacted]>
Sent: Monday, September 21, 2020 2:44 PM
To: Planning Counter
Subject: [EXTERNAL] Re-zoning meeting tomorrow

Dear Sir/Madam,
I am a resident and homeowner in Sunny Beach and I am strongly against this redesignation of the church property near our neighborhood into a drug rehabilitation center and I ask that you postpone your vote tomorrow.

As a retired, certified Clinical Nurse Specialist in Psychiatric and Mental Health with drug rehabilitation experience, I would like to attest that a drug rehabilitation center is not suitable for this residential neighborhood. Outpatients and clients undergoing drug rehab are often our most difficult patients in regards to high risk for relapse as well as anger management issues and other serious mental health illnesses. It is my personal experience that many of these patients will linger in and around the center and tend to mingle with nearby teenagers and children--- a vulnerable population to mix with recovering addicts. Furthermore, the church location is near beach home rentals which are often empty--again in my professional experience, this presents an attractive opportunity to the client who is relapsing and tempted to resort to burglary to fund his relapse. And the church property is just not rural, as I understand the owners are seeking. It is in a high pedestrian area where families with small children are often seen walking to and from the nearby beach. For these reasons, and others, the church property location is not in the best interest of the city, the nearby subdivision, or the Sunny Beach subdivision for a drug rehabilitation center with recovering and relapsing addicts.

Please postpone your vote to rezone so that we can study this issue further and provide more information to you regarding safety and the loss of rental revenue due to the easily anticipated increase in neighborhood crime. We appreciate all of your time and work and I want to thank you in advance for taking our concerns under consideration.

Sincerely,
Janet King, RN, MA
11216 Bernice Drive
Galveston, Texas 77554
713-480-7703

Karen White

From: Jesse Meason <[redacted]>
Sent: Monday, September 21, 2020 6:06 PM
To: Planning Counter
Subject: 20P-028 (11279 Stewart Road Rezoning).docx
Attachments: 20P-028 (11279 Stewart Road Rezoning).docx

Dear Planning Department:

I own a home in Sunny Beach. Today, I was made aware of a re-zoning meeting tomorrow at 3:30 PM to rezone this property from residential to commercial. I thought that all property owners within a close proximity to that property should have received a letter from the city concerning this re-zoning. I never received a letter from the city.

I understand the applicant wants to turn this church property into a drug rehabilitation center. This is NOT favorable to the homeowners in Sunny Beach. The majority of the homes in Sunny Beach are owned by non-residents. The majority of these properties are short term rentals that rent to families with a lot with small children. These same homes are vacant through the off-season and are susceptible to burglary and vandalism during that time.

I realize that some of my facts may be wrong because I have just heard about this today from a phone call from a neighbor that does not live in Sunny Beach. This is reason enough to at least POSTPONE your vote and to provide more specific information about the re-zoning to all Sunny Beach homeowners.

Please…..provide more information to us before you vote!

Regards,

Jesse Meason
11227 Bernice Drive
Galveston, TX 77554
214-477-6373

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on September 22, 2020, at 3:30 p.m., a Public Hearing will be held by the PLANNING COMMISSION on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on October 22, 2020, at 1:15 p.m., a Public Hearing will be held by CITY COUNCIL, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

20P-028 (11279 Stewart Road) Request for a partial change of zoning from Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) to a Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6) zoning district. Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas.
Applicant: Edward Jackson
Property Owner: Veco V. Delagardie

In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19), the meeting will be held by videoconference and there will be no public access to the location described above. The public may view the meeting on Channel 16, online on GTV at galvestontx.gov, or Facebook Live.

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

A detailed staff report will be posted online at least 72 hours before the meeting. You may view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Landmark Commission."

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

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

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS: This is a residential environment. On 61st where this type of facility is. Drug infested transiants everywhere

Lester M. Lee
Signature of Property Owner

11225 N. Gofftoppers 3621 W. Gofftopper
Address of property within notification area

Lester M. Lee
Printed Name

[redacted]
*Contact Phone Number

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

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

Karen White

From: Linda M <[redacted]>
Sent: Monday, September 21, 2020 5:36 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-028 (11279 Stewart Rd)

I live at 11212 S Gafftoppers, Galveston, TX 77554. I did not receive notice from the city of the change to the said property to a commercial substance abuse facility.

I OPPOSE the change and would like to be notified in the future of any proposed changes to any properties surrounding the property.

Thank you,

Linda Martell
832-640-6422

Karen White

From: D. Logan Beene DVM <[redacted]>
Sent: Monday, September 21, 2020 7:41 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-028 (11279 Stewart Road).

To whom it may concern,
As the owner of 11221 Bernice in Sunny Beach, I am adamantly opposed to any rezoning from residential to commercial the area referred to in the subject line.
The Sunny Beach area is our escape, as well as our investment property. We have it managed as a rental property for vacationers.
The values of our homes in the area will undoubtedly lower, our investment will be lost, and no one will want to take their children for a family week at the beach across the street from a drug rehab center.
Do not ruin the property values and degrade the safety of our area.

D. Logan Beene DVM
Owner, Crossroads Veterinary Hospital
1101 S. FM 116
Copperas Cove, TX 76522
O: 254 542-8700
C: 254 289-3791
Crossroadsvethospital.com

Karen White

From: Mary Mabry <[redacted]>
Sent: Monday, September 21, 2020 6:26 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-028 (11279 Stewart Road)

To the Planning Department:

I am a homeowner in Sunny Beach subdivision, a residential neighborhood at 3005 and 8 Mile Road. I understand that property at 3005 and Stewart Road, a former church, is under consideration for commercial zoning.
I received notification of this today, from a neighbor, the day before the planning department is to consider this change, as I understand it.
If I am in error, I apologize.

Residents in Sunny Beach would almost certainly have the right to input on this important decision, but have been denied that by a lack of notification.
I request a postponement of this matter, followed by a notification to all homeowners in the vicinity of the proposed change, and a mode and time period for input.
This seems more fair and transparent.

Most sincerely,

Woodrow and Mary Mabry
11227 Beard
Sunny Beach, Galveston

Karen White

From: Nancy Magoto <nancy@marbletilecollection.com>
Sent: Monday, September 21, 2020 2:33 PM
To: Planning Counter
Subject: [EXTERNAL] 2OP-028 (11279 STEWART ROAD)

I OWN A HOME IN Sunny Beach and highly oppose this being zoned for commercial property. A rehab would be detrimental to the surrounding residential areas. Please vote NO or at least postpone this meeting till all surrounding areas are informed.

Thank you

Nancy C. Magoto
President
Poolside Tile/ Marble & Tile Collection
7051 Portwest Drive Ste 180
Houston, Texas 77024
Showroom/Warehouse 713 8509595
Cell 281-3303707

" For that something different yet timeless look"

Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 8:14 AM
To: Catherine Gorman; Karen White
Subject: FW: Changing Zonng (11279 Stewart Road) 20P-028
Attachments: scan.pdf

Another message sent to Dr. Cole.

We have also received some public comments through the electronic form.

From: Jackie Cole <JackieCole@GalvestonTX.Gov>
Sent: Monday, September 21, 2020 5:10 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Subject: Fwd: Changing Zonng (11279 Stewart Road) 20P-028

Again- please forward to planning- I don't know if they are sending it in or just contacting me. Thanks,Jackie

Begin forwarded message:

From: APC Morgan <[redacted]>
Subject: [EXTERNAL] Changing Zonng (11279 Stewart Road) 20P-028
Date: September 21, 2020 at 4:39:16 PM CDT
To: <jackiecole@galvestontx.gov>

Council Member Cole,

Please find attached my documentation as a response to the letter that was sent out in regards to proposed changes to the address mentioned above. I am associated with the Gafftoppers association and a property lot/land owner.

Please vote "NO" to the rezoning request and "NO" to allow the construction of a Substance Abuse Facility.

The letter reflects my vote as well. I am including my contact information because my scanned copy didn't come through as clearly as possible.

Thank you in advance for your attention to this matter.

Andre' Morgan
713-443-6369

City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcenter@galvestontx.gov | 409-797-3680

NOTICE OF PUBLIC HEARING

[redacted] by the **PLANNING COMMISSION** on the following request, in [redacted]

[redacted] **THE CASE**

[redacted] **COUNCIL**, in City Council Chambers, Second Floor of City [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

In order to advance the [redacted] meetings [redacted] to slow the spread of the Coronavirus (COVID-19), [redacted] above. The public may view the meeting on Channel [redacted] TV, subscribe GTV at galvestontx.gov or [redacted].

Because you own property in the vicinity of the subject property, the City of Galveston [redacted] and the meetings and/or share your opinion by [redacted] deliver it in person, or scan and e-mail to [redacted] in support and opposition. Do not duplicate [redacted] galvestontx.gov/Forms/Public-Comment. [redacted] planningcenter@galvestonTX.gov. The Commission and Council will be informed of the [redacted] Only one notice per property will be accepted. Public Comment can also be submitted [redacted]

A detailed staff report will be posted online at least [redacted] view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Upcoming [redacted]

If you have any questions regarding this notice, please contact our office at [redacted] number indicated below.

Para preguntas o mayor información en español, comuníquese con [redacted] al (409) 797-3646.

Planning and [redacted]
PO Box 779 [redacted]
Galveston, [redacted]
Attn: [redacted]

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

COMMENTS:

Andrés Mazzo
Signature of Property Owner

Andrés Mazzo
Printed Name

Address: [redacted]

*Please be advised that any and all comments received are subject to the Texas Public Informa[redacted] by Planning Staff only. You may be contacted regarding additional information and/or changes.

Please note local and state law requires that written notice of a public hearing shall be sent to [redacted] municipal tax roll. It is possible for property ownership to change as notices are generated. The [redacted] owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

City of Galveston

Public Comment Form

First Name *
Marilyn

Last Name *
Murph

Email *
[redacted]

Phone *
5127627062

Meeting Body
CC-City Council

Street Address *
2803 Mayapan Ct

City *
Galveston

State *
Tx

ZIP *
77554

Subject *
Use of abandoned church near 8 Mile Rd

Comments * (?)
500 character maximum

I feel like that there was not enough neighborhood input regarding the proposed zoning change for the abandoned church building usage at 8 Mile Rd. This building is not even accessible by public transportation, therefore the Stewart Rd (added) traffic that filters down to a racetrack at that point will become even more dangerous. Also, I think the surrounding neighborhoods need more time to learn and discuss the potential effects of having a substance abuse center next door and safety concerns.

Checkbox

- [x] choice 1
- [ ] choice 2
- [ ] choice 3

City of Galveston

Public Comment Form

First Name *
Julia

Last Name *
Cox

Email *
[redacted]

Phone *
7134708023

Meeting Body
CC-City Council

Street Address *
7519 Beaudelaire circle

City *
Galveston

State *
TX

ZIP *
77551

Subject *
Drug rehab Stewart rd and 8 mile

Comments * (?)
500 character maximum

Will this facility have drop in methadone treatment? How will the clients travel to and from the facility ? Any security at this facility ? Will clients be released without transportation ?

Checkbox

- [x] choice 1
- [ ] choice 2
- [ ] choice 3

City of Galveston

Public Comment Form

First Name *
Diane

Last Name *
Schlegel

Email *
[redacted]

Phone *
7133027734

Meeting Body
CC-City Council

Street Address *
12825 E.. Conquistador

City *
Galveston

State *
TX

ZIP *
77554

Subject *
Substance Abuse Facility

Comments * (?)

500 character maximum

The West End of Galveston does not need to house the criminals forced into rehab by the court system. This will increase crime in our area and allow access to those that do not live on the West End. Currently the West End has the lowest crime rate which will increase if such a facility is placed in our area. If Galveston Courts wish to create an Abuse Facility, let them place it in their own neighborhoods - do not create problems where none currently exist!!!

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Gail

Last Name *
Peterson

Email *
[redacted]

Phone *
4097711217

Meeting Body
CC-City Council

Street Address *
1814 Bayou Shore Drive

City *
Galveston

State *
Texas

ZIP *
77551

Subject *
Rehab Facility

Comments * (?)

500 character maximum

I whole heartedly support the addition of a rehab facility to our Island. Even if I lived next door to it I would have no concerns. People there are sick. People there are trying to be well. People there want to go home. Hopefully it will be supported and welcomed.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Judith

Last Name *
Flisram

Email *
[redacted]

Phone *
2062405321

Meeting Body
CC-City Council

Street Address *
1628 Avenue N1/2

City *
Galveston

State *
TX

ZIP *
77550

Subject *
Substance abuse facility

Comments * (?)
500 character maximum

This is great news. Galveston needs facilities like these. People need to look at all the facilities in Florida. Good for people needing treatment and provides jobs.
Thank you

Checkbox

- [x] choice 1
- [x] choice 2
- [x] choice 3

City of Galveston

Public Comment Form

First Name *
Jude

Last Name *
Flisram

Email *
[redacted]

Phone *
2062405321

Meeting Body
CC-City Council

Street Address *
1628 Ave N 1/2

City *
Galveston

State *
Texas

ZIP *
77550

Subject *
Substance abuse program

Comments * (?)
500 character maximum

Hello , not sure if my opinion matters as I do not live in the west area this is being proposed, however; Galveston needs a substance use disorder program desperately. State funded and privately owned. Just look at the people on the streets at night! People move to the west end because they dont want to see it, however; it could be their lived one next who needs it. Facilities are in the richest and nicest neighborhoods in CA, FL, it's time for the gulf and Galveston to become a recovery Mecca

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Georgia

Last Name *
Nelson

Email *
[redacted]

Phone *
4097401028

Meeting Body
CC-City Council

Street Address *
4728 Crockett Blvd

City *
Galveston

State *
Tx

ZIP *
77551

Subject *
Substance Abuse Facility

Comments * (?)

500 character maximum

I'm writing to express my support of the proposed Substance Abuse Facility on Stewart Rd. There is a tremendous need for such a facility in Galveston. When people ask for help normally all of the beds in the area are full and they are placed on a waiting list. Adding additional beds to an overcrowded system, will allow more people to receive help. I've seen comments on social media expressing concern about increased crime because of the facility. These concerns are not supported by research.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

September 22, 2020

Galveston City Planning

It has come to our attention that an application has been submitted to change the use of a certain property located at the corner of Eight Mile Road and Stewart Road. As property owners nearby we are interested in learning more about the proposed new use. We understand the proposal for the change of use is coming before City Planning today. We are requesting that a decision as to the change of use of this property be postponed to a future date so that the proposal can be properly presented to the neighboring property owners. It is an usually difficult time for all of us with tropical storm Beta as well as a worldwide Covid-19 pandemic currently in effect.

Yours truly,
Carolyn T. Gaido
Jon R. Eversberg

Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 1:19 PM
To: Karen White
Cc: Catherine Gorman
Subject: FW: Planning Commission - Public Comment

Below is a public comment for today's PC meeting.

Thank you,
Janelle

From: Elizabeth Rogers <liz@fiveandtwomarketing.com>
Sent: Tuesday, September 22, 2020 1:17 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Cc: C&J MOONWALKS RENTALS <[redacted]>; John Listowski <[redacted]>
Subject: [EXTERNAL] Planning Commission - Public Comment

Good afternoon Janelle (and JP),

I would like to submit a public comment for today's Planning Commission meeting regarding **agenda items 20P-027 and 20P-028 for the property located at 11279 Stewart Road.** As a homeowner on adjacent property located at 10213 Stewart Road, **we do not** support the requested change of zoning from Residential to Commercial.

This entire area is residential with homes, kids, runners, dog-walkers and we sit across from Campeche Cove - this zoning change would set a precedence for other changes to occur and would open the door for any commercial entity to sit on this property - which would affect not only property values, but the community as a whole.

Thank you for your time - please contact me with any additional questions at (409) 771-0051 or liz@fiveandtwomarketing.com.

Warmest,

Liz Rogers Alvarado
Five & Two Marketing

409.771.0051
liz@fiveandtwomarketing.com
www.fiveandtwomarketing.com

Karen White

From: Janelle Williams
Sent: Tuesday, September 22, 2020 2:23 PM
To: Catherine Gorman
Cc: Karen White
Subject: FW: Planning Commission Agenda Item 20p-027 and 20p-028

Here is another public comment for today's meeting.

From: Emily Cooke <[redacted]>
Sent: Tuesday, September 22, 2020 2:22 PM
To: Janelle Williams <JWilliams@GalvestonTX.Gov>
Subject: [EXTERNAL] Planning Commission Agenda Item 20p-027 and 20p-028

I am a resident very close to the request for rezoning to commercial to put a drug rehab facility next to our home where a church currently is. I am completely NOT in support of this as the high volume traffic is a disruption to our family life and has been an issue with noise ordinance in the past.

Putting a rehab facility next to our homes would increase the risk of crime and invasions of privacy.

Thank you,
Emily

City of Galveston

Public Comment Form

First Name *
Steve P

Last Name *
Voinis

Email *
[redacted]

Phone *
713-201-7498

Meeting Body
CC-City Council

Street Address *
11322 Sportsman Road

City *
Galveston

State *
Texas

ZIP *
77554

Subject *
8 Mile Road Substance Abuse Facility

Comments * (?)

500 character maximum

I am adamantly opposed to locating the proposed Substance Abuse Facility on the former church site on 8 Mile Road. My home is nearby on Sportsman Road which is a special place and joy for me and my wife, 5 children and 9 grandchildren. I fear that this proposed facility, located at the entrance of our peaceful Sportsman Road Community, would introduce risk and safety concerns to our family neighborhood. The damaging impact to Sportsman and other neighboring communities will be severe

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Matt and Sara

Last Name *
Hawkes

Email *
[redacted]

Phone *
8329201976

Meeting Body
CC-City Council

Street Address *
11516 Sportsman Rd

City *
Galveston

State *
TX

ZIP *
77554

Subject *
8 mile road proposed Substance Abuse Facility

Comments * (?)
500 character maximum

We are not happy with the proposed location for the substance abuse facility off 8 mile road. We live off of 8 mile road off of Sportsman Road. We are full time residents, but there are many that are not full time residents on our road. I think having this facility here will lead to people walking or driving through our neighborhoods that normally wouldn't be over here. I feel this facility so close to residents will lead to increased crime.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Mary Ann

Last Name *
Loweth

Email *
[redacted]

Phone *
7134464871

Meeting Body
CC-City Council

Street Address *
31 East Briar Hollow Lane

City *
Houston

State *
TX

ZIP *
77027

Subject *
Proposed rehab facility at 8 Mile Road and Stewart Roaf

Comments * (?)

500 character maximum

Along with my siblings, we own a home on Sportsman Road. My father bought the property close to 60 years ago and we re-built a home after Ike destroyed the original home. We've just learned that a rehab facility is proposed at an abandoned church located at 8 Mike Road & Stewart Road. We want to voice STRONG OPPOSITION to this facility. Our children and grandchildren visit often and we do NOT want the facility near us.
T

Checkbox

- [ ] choice 1
- [ ] choice 2
- [ ] choice 3

City of Galveston

Public Comment Form

First Name *
krissi

Last Name *
reid

Email *
[redacted]

Phone *
713-823-3365

Meeting Body
CC-City Council

Street Address *
11042 Sportsman Rd

City *
Galveston

State *
TX

ZIP *
77554

Subject *
proposed substance abuse "commercial property" at 8 mile and stewart rd

Comments * (?)
500 character maximum

I own a home at Sportsman& 8 mile road for 15 years, our property tax has increased at an alarming rate, it's ok w clean up of our area as it continues to improve. Adding a commercial facility that serves as a drug rehab center a few miles from my home is not an improvement. I do not agree for many reasons
I am against Change in zoning
I am against the Drug Rehab facility

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
James

Last Name *
Pozzi

Email *
jim.pozzi@anico.com

Phone *
4095999378

Meeting Body
CC-City Council

Street Address *
11802 SPORTSMAN RD

City *
GALVESTON

State *
TX

ZIP *
775549474

Subject *
Public hearing on zoning change on abandoned church property at Stewart Road and 8 Mile Road

Comments * (?)
500 character maximum

My wife and I are opposed to this zoning change. It is also not a good location due to the flooding that occurs in our area as seen hte last several days with Beta.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

City of Galveston

Public Comment Form

First Name *
Keith

Last Name *
McFatridge Jr

Email *
kmcfatridge@mbslawyer.com

Phone *
7132047172

Meeting Body
CC-City Council

Street Address *
11822 Sportsman Rd

City *
GALVESTON

State *
TX

ZIP *
77551

Subject *
20P-027 (11279 Stewart Road)

Comments * (?)
500 character maximum
I am opposed to this permit use change. I did not receive notice.

Checkbox
- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

Karen White

From: Keith McFatridge, Jr. <kmcfatridge@mbslawyer.com>
Sent: Tuesday, September 22, 2020 3:32 PM
To: Planning Counter
Subject: [EXTERNAL] 20P-027 (11279 Stewart Road)

I am opposed to both of the following

1. Change in zoning request and 2. Approval of the drug rehab facility.

11822 sportsman Road is my property.

Keith W. McFatridge, Jr. MBA, JD, LLM
McFatridge & Associates, P.C.
2228 Ship's Mechanic Row, Suite 200
Galveston, Texas 77550
Phone (409) 766-7966
Phone (713) 797-0694 (Houston)
Facsimile (409) 766-7955
Mobile (713) 204-7172

kmcfatridge@mbslawyer.com

City of Galveston

Public Comment Form

First Name *
Denise

Last Name *
Campbell

Email *
[redacted]

Phone *
7137258903

Meeting Body
CC-City Council

Street Address *
11706 Sportsman RD

City *
Galveston

State *
TX

ZIP *
77554

Subject *
Change in Zoning

Comments * (?)
500 character maximum

We are not in favor of changing zoning on 8 mile road and we are not in favor of a drug rehab facility on 8 mile road.

Checkbox

- [ ] choice 1
- [ ] choice 2
- [ ] choice 3

Karen White

From: Denise Campbell <[redacted]>
Sent: Tuesday, September 22, 2020 4:01 PM
To: Planning Counter
Subject: [EXTERNAL] 8 mile road rehab facility

Hello Planning,

We are opposed to changing zoning for an 8 mile road drug rehab.

Denise and Bob Campbell
11706 Sportsman Rd
Galveston, TX 77554

Best,

Denise Campbell
713-725-8903

Typos compliments
of my IPhone

City of Galveston

Public Comment Form

First Name *
Wade

Last Name *
Kilpatrick

Email *
[redacted]

Phone *
5127015553

Meeting Body
CC-City Council

Street Address *
1704 S Congress Ave, Suite K

City *
Austin

State *
Texas

ZIP *
78704

Subject *
Agenda Item 7D; Comments from the developers of the Sweetwater Cove subdivision

Comments * (?)

500 character maximum

We oppose the application for issuance of a Specific Use Permit to operate a "Substance Abuse Facility" at 11279 Stewart Road. The adjacent land is zoned RES/REC or TN. The Sweetwater Cove development and the ongoing expansion of Beachside Village are indicative of the quality of development occurring in this growth corridor. The proposed use would negatively impact these developments and deter similar high-quality developments in the future. Furthermore, it conflicts with COG's zoning plan.

Checkbox

- ☐ choice 1
- ☐ choice 2
- ☐ choice 3

Karen White

From: Tracy Lovoi <TLovoi@cregroup.com>
Sent: Tuesday, September 22, 2020 4:16 PM
To: Adriel Montalvan
Subject: [EXTERNAL] Proposed Substance Abuse Facility at 8 Mile Road/ Steward Rd

This area is far to residential and tourist heavy for a facility of this nature.

That building is very delipidated and would need millions of dollars of renovations. Surely there is a more remote area this facility could be built for less cost.

We are opposed to any such facility at that location.

Tracy Lovoi
Partner
900 Hogan St., Houston, TX 77009
P: 713-225-0553 | F: 713-225-0554 |

SULLIVAN

September 22, 2020

City of Galveston Planning Commission
823 Rosenberg
Galveston, Texas 77550

Dear Commissioners:

I am writing you today to express my strong opposition to rezoning the parcel located at the corner of Stewart Road and 8 Mile Road for a drug rehabilitation facility. As a Galveston native, and multi-generation property owner in the vicinity, I feel that if this proposal were approved then it would have many negative impacts on the surrounding area. This would devalue properties a significant distance from the parcel in question, create logistical challenges and potentially pose a hazard to residents as well as customers of the facility itself. Further, I was very recently made aware of this proposal and know that many in the affected area are unaware of this re-zoning agenda item.

A drug rehabilitation facility will negatively impact property values a significant distance in all directions from the proposed site. It is fair to make the broad statement that nobody wants to own a house, vacation home, agricultural operation, wildlife preservation initiative or tourist oriented business in proximity to a drug rehab facility. Regardless of the "private" and "for-profit" status of the proposed operation, the mere existence of such an operation is incompatible with these exiting property utilizations and will erode current investments and the tax base. This loss in value would come in part from the real and/or perceived safety hazards that are inherent with an operation that solely caters to individuals with drug and substance addiction. Even though these customers would be seeking treatment, it is naïve to think that there would be no negative ramifications to the introduction of this element to the neighborhood. Serious drug use is almost always accompanied by other crimes and in many cases leads to homelessness. As the owner of a larger tract used for agricultural and wildlife habitat enhancement, I can tell you first hand that we have had dozens of issues related to trespassing and drug use over the years. Specifically, these trespassers were seeking an "open space" to engage in the utilization of illegal drugs or seeking to pick mushrooms from our private property to use as a drug.

The issues mentioned above could be further exacerbated by the lack of public transportation options and the fact that the property is not behind the seawall and surrounded by a flood-prone area during storm and high tide events. Should some of the patrons or individuals associated with the facility lack transportation options, then that could lead to some of the homeless issues and trespassing concerns mentioned above. Transportation of individuals in various stages of drug rehabilitation (i.e. cannot drive, should be in isolation, etc...) could create major problems during an attempted evacuation.

SULLIVAN
COMPANIES

One has to question whether this concept will be successful given the fact that there is already a Salvation Army and Women's Crisis Center on Galveston Island. If this venture were to fail, that could open the door for the facility to become a state or federally subsidized drug rehabilitation facility for indigent care. This is a practical concern for nearby owners because it would bring disastrous implications to the neighborhood.

In closing, I am a proponent of business and private property rights. However, I believe in reasonable zoning restrictions and feel that it is prudent not to allow this proposed property utilization. I again strongly urge the commission to deny this re-zoning request and thank you for your consideration.

Respectfully,

John R. "Rocky" Sullivan
Sullivan Central Park Ltd. & TNI Investments Ltd.
11131 Homrighaus Road
Galveston, TX 77554

Karen White

From: R Krumholz <[redacted]>
Sent: Tuesday, September 22, 2020 12:59 PM
To: Adriel Montalvan
Subject: [EXTERNAL] Drug ReHab Center 8Mile road

I have been a Resident and property owner on Sportsman Road for the past thirty years. I am strongly against the proposed Drug Rehab center on 8 Mile Road. This residential area is not the place for this type of facility. As we have recently (today) experienced this area and building is Highly susceptible to Flooding both by rain and storm surge. I watched this structure being built with portions being "underground" and have heard that it has structural issues due to being "underground" as well as health issues. This is not an exceptible location for this type of Facility!!
Thank you in advance for declining a permit for such use.

Richard V Krumholz
Sent from my iPad

Karen White

From: TONY REYNOLDS <[redacted]>
Sent: Thursday, September 24, 2020 9:12 AM
To: Planning Counter
Subject: [EXTERNAL] 8-Mile Road Drug Rehab

My husband and I live on Sportsman Road. We do not want a drug rehab facility near our home.

Gayle Reynolds

City of Galveston

Public Comment Form

First Name *
Michael

Last Name *
Saccar

Email *
[redacted]

Phone *
2107224576

Meeting Body
CC-City Council

Street Address *
3412 Avenue S # 4

City *
Galveston

State *
Texas

ZIP *
77550

Subject *
Cases #20P027 & #20P028

Comments * (?)
500 character maximum

October 1, 2020

To Whom It May Concern,

I, Michael Saccar, as a resident of the city of Galveston, Tx, do hereby voice my support in favor of the residential rehabilitation center for women as presented by Mr. Ed Jackson. Please feel free to contact me for any further information at saccar@att.net. Thank you.

Respectfully Submitted,

Michael Saccar, III

Karen White

From: Planning Counter
Sent: Monday, October 5, 2020 11:31 AM
To: Adriel Montalvan
Subject: FW: Case #20P027 & 2OPO28

Here you go. CG

From: marystampr <[redacted]>
Sent: Monday, October 5, 2020 11:26 AM
To: Planning Counter <PlanningCounter@GalvestonTX.Gov>
Subject: [EXTERNAL] Case #20P027 & 2OPO28

I am writing to you today about my friend Ed Jackson. I've known Ed for several years. He is a hard working and caring individual. He puts others before himself. His heart is only to help others live a fuller more robust life! I believe that if given the opportunity he would be a great asset to the community. I am asking you to approve his request for a residential rehabilitation center for women. He really just wants to help. Thank you for your time and attention to this matter. Sincerely, Mary Ann Mueller

Sent from my Sprint Samsung Galaxy S8+.

Karen White

From: Lynn <[redacted]>
Sent: Wednesday, September 30, 2020 4:34 PM
To: Planning Counter
Subject: [EXTERNAL] Serenity Isle

I am responding to an article in Tuesday's edition of The Galveston Daily News. It appears according to the article that there is some opposition to having a residential women's treatment facility for substance-abuse on the west end of the island. I am a retired substance-abuse counselor, mother, grandmother, wife of 46 years, and an alcoholic with 34 years of sobriety. I think much opposition comes because individuals have a stereotype of what they think substance abuse women are like. I have several other female friends on the island who reside on the west end that are also in recovery. Galveston county is in desperate need of residential treatment programs for women. I truly feel that if individuals who are opposed to the proposed treatment center had the opportunity to meet some of us women they would surely change their minds and be in support of the project.

It's my understanding from reading the article that this facility is self-pay not government funded treatment. One could speculate that these women are either currently employed, married or self-supporting in order to have private insurance or pay cash for treatment. With that said I would I suppose that many of these women are in the same situation that I was some 35 years ago. A wife, mother and an employee who Was an active alcoholic. As you can see by this email as a result of substance-abuse treatment we become active women in our communities, homeowners, taxpayers, mothers, wives and grandmothers and great girlfriends. If you would like to visit with any of us I'm sure that I can arrange it to answer any questions that you may have. I hope with this said that you will give consideration to supporting this project. As you know an abandoned building often breeds vagrancy. I believe that is something that has more of an impact on property values than a privately run substance abuse treatment center. Thank you in advance for taking the time to receive my email. If you need to contact me my number is 936-647-9166.
Sincerely, Lynn Donovan

Sent from my iPhone

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on September 22, 2020, at 3:30 p.m., a Public Hearing will be held by the PLANNING COMMISSION on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on October 22, 2020, at 1:15 p.m., a Public Hearing will be held by CITY COUNCIL, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

20P-028 (11279 Stewart Road) Request for a partial change of zoning from Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) to a Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6) zoning district. Property is legally described as the Northeast part of Lot 39 (39-1), Trimble and Lindsey, Section 2, in the City and County of Galveston, Texas
Applicant: Edward Jackson
Property Owner: Voco V. Delagardie

In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19), the meeting will be held by videoconference and there will be no public access to the location described above. The public may view the meeting on Channel 16, online on GTV at galvestontx.gov, or Facebook Live.

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

A detailed staff report will be posted online at least 72 hours before the meeting. You may view the staff report by visiting https://galvestontx.gov/agendacenter and selecting the meeting date under "Landmark Commission."

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

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

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

[ ] I am in favor
[X] I am opposed
[ ] I have no comment

20P-028
September 22, 2020/October 22, 2020

COMMENTS: I oppose this / ABST 121 HALL & JONES SUR Lot 18 GAFFIOPPE SUB
ABST 121 HALL & JONES SUR Lot 24 GAFFIOPPELS SUB

Dr. Don Cooper
Signature of Property Owner

Address of property within notification area: [redacted]

DR. Don Cooper
Printed Name

*Contact Phone Number

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

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

ORDINANCE NO. 20-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM RESIDENTIAL, SINGLE-FAMILY, HEIGHT AND DENSITY DEVELOPMENT ZONE, ZONE 6 (R-1-HDDZ-6) TO COMMERCIAL, HEIGHT AND DENSITY DEVELOPMENT ZONE, ZONE 6 (C-HDDZ-6) ZONING DISTRICT ON PROPERTY COMMONLY KNOWN AS **11279 STEWART ROAD** AND LEGALLY DESCRIBED AS THE NORTHEAST PART OF LOT 39 (39-1), TRIMBLE AND LINDSEY SURVEY, SECTION 2, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER ***20P-028***; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City has received a request to change the zoning from Residential, Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) to Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6) Zoning District on property commonly known as **11279 Stewart road** and legally described as the Northeast Part of Lot 39 (39-1), Trimble and Lindsey Survey, Section 2, in the City and County of Galveston, Texas; and,

WHEREAS, as more detailed in the staff report attached hereto, as **Exhibit 1** and fully incorporated herein, the site is comprised of 3.12 acres of land located on the corner of Stewart and 8 Mile Road. The site is one lot with two zoning designations. The property is currently partially zoned Commercial (C) on the northern portion of the lot, and Residential, Single-family (R-1) on the south third portion of the property. The land area of this change of zoning will serve as a parking; and,

WHEREAS, the majority of the property is zoned Commercial (C), which allows for various commercial uses by right. There are limited residential uses in the immediate area and the general vicinity is mostly vacant land. The zoning classification of nearby properties is comprised of Commercial (C), Resort/Recreation (RES/REC), and Traditional Neighborhood (TN); and,

WHEREAS, Staff finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations based on the following findings:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objective and policies of the City of Galveston 2011 Comprehensive Plan and other adopted plans;

2. The proposed zoning is consistent with the future land use map prepared by staff and accompanying the staff report for this case;

3. The proposed change is consistent with the implementation of existing or planned streets, water, wastewater, other utilities and delivery of public services to the area in which the proposed rezoning is located;

4. The range of uses and character of development allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for

rezoning and the parcel has sufficient dimensions to accommodate reasonable development that complies with the requirements or the Land Development Regulations including parking and buffering requirements;

5. The pace of development and/or amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development; and,

WHEREAS, the Planning Commission, at their regular meeting of September 22, 2020, voted to recommend approval of the zoning change request; and,

WHEREAS, after notice and after conducting a public hearing, the City Council of the City of Galveston, Texas, finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations and deems it in the public interest to grant applicant's request for a zoning change on property commonly known as **11279 Stewart road** and legally described as the Northeast Part of Lot 39 (39-1), Trimble and Lindsey Survey, Section 2, subject to certain conditions listed 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. The zoning classification is hereby changed from Single-Family, Height and Density Development Zone, Zone 6 (R-1-HDDZ-6) Zoning District to Commercial, Height and Density Development Zone, Zone 6 (C-HDDZ-6) Zoning District on property commonly known as **11279 Stewart road** and legally described as the Northeast Part of Lot 39 (39-1), Trimble and Lindsey Survey, Section 2, in the City and County of Galveston, Texas.

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 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 October 22, 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

ORDINANCE NO. 20- ___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS TERMINATING THE STATE OF DISASTER AND EMERGENCY DECLARED BY THE MAYOR PRO TEM AND EXTENDED BY THE CITY COUNCIL IN ORDINANCE 20-51 RELATED TO HURRICANES MARCO AND LAURA; TERMINATING THE STATE OF DISASTER AND EMERGENCY DECLARED BY THE MAYOR PRO TEM AND EXTENDED BY THE CITY COUNCIL IN ORDINANCE 20-59 RELATED TO TROPICAL STORM BETA; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mayor Pro Tem Craig Brown issued a Declaration of Disaster and Emergency due to then pending Hurricane Marco and Laura on or about August 23, 2020 which was extended by the City Council by passage of City Ordinance 20-051 on August 27, 2020; and

WHEREAS, Mayor Pro Tem Craig Brown issued a Declaration of Disaster and Emergency due to then pending Tropical Storm Beta on or about September 19, 2020 which was extended by the City Council by passage of City Ordinance 20-059 on September 24, 2020; and

WHEREAS, the City Council finds the storms that prompted such declarations have passed and there is no further need for the continuation of such states of disaster and emergency.

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

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

SECTION 2. The Declaration of Disaster and Emergency continued in Ordinance 20-051 is discontinued.

SECTION 3. The Declarations of Disaster and Emergency continued in Ordinance 20-059 is discontinued.

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

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 22nd day of October 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 October 2020.

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

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, APPROVING THE AMENDED AND RESTATED CERTIFICATE OF FORMATION AND AMENDED AND REVISED BYLAWS OF THE GALVESTON ISLAND REDEVELOPMENT AUTHORITY; DIRECTING THE FILING OF THE SAME WITH THE OFFICE OF THE TEXAS SECRETARY OF STATE, PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, Subchapter D of Chapter 431 of the Texas Transportation Code authorizes the creation and organization of public non-profit local government corporations to act as a duly constituted authority of a city to aid and assist the city in the performance of one or more governmental functions; and

WHEREAS, on August 22, 2002, pursuant to City of Galveston Ordinance Number 02-071, the City Council granted the Galveston Island Redevelopment Authority's (the "Authority) application for incorporation, authorized Articles of Incorporation, approved Bylaws, and appointed the original board of directors of the Authority; and

WHEREAS, on or about June 26, 2006, pursuant to City of Galveston Ordinance No. 06-055 the City Council approved certain amendments to the Articles of Incorporation and Bylaws passed by the Board members of the directors of the Authority; and

WHEREAS, on or about January 23, 2020, pursuant to City of Galveston Ordinance No. 20-003 the City Council approved certain amendments to the Articles of Incorporation and Bylaws passed by the Board of Directors of the Authority providing for an increase in the number of Directors of the Authority to seven members, to provide for three year terms, to aid and assist the City in the performance of its governmental functions with respect to all Economic Development Areas, including land banks and other development opportunities; and

WHEREAS, at its regular meeting held September 14, 2020, the newly elected Board of Directors of the Authority voted unanimously to approve the Restated Certificate of Formation (With Amendments) and Amended and Revised Bylaws attached hereto as Exhibit "A" and "B" that has been amended to remove the closed TIRZ areas and add the names of the seven current Directors; and

WHEREAS, the City Council has considered the amendments to the Restated Certificate of Formation and the Bylaws, and has found the amendments to be consistent with the original purpose of the Authority as previously authorized and satisfactory for approval,

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

Section 1. Approval of Restated Certificate of Formation (With Amendments).

The City Council hereby approves the Restated Certificate of Formation (With Amendments) in substantially the form attached hereto as Exhibit "A" and authorizes the Authority to file the Restated Certificate of Formation (With Amendments) with the Secretary of State of the State of Texas in the manner provided by law. The City Council hereby acknowledges and approves of the changes set forth in Exhibit "A".

Section 2. Approval of Amended and Revised Bylaws.

The City Council hereby approves the Amended and Revised Bylaws of the Authority in substantially the form attached hereto as Exhibit "B". The City Council hereby acknowledges and approves the changes set forth in Exhibit "B".

Section 3. Ministerial Duty

The City Council hereby authorizes the Mayor and/or City Attorney to make any ministerial changes to the Amended and Revised Bylaws and the Restated Certificate of Formation (With Amendments) attached hereto as Exhibits A and B.

Section 4. Severability

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

Section 5. Open Meetings

It is hereby found determined and declared that sufficient written notice of the date, hour, place and subject of the meeting of City Council at which this Ordinance was adopted was posted in compliance with the provision of Texas Government Code Chapter 551 and this meeting was open to the public as required by law.

Section 6. Availability of Ordinance

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

Section 7. Effective Date

This Ordinance shall become effective upon its adoption and publication in accordance with the provision of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
BEVERLY WEST
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 the _____, 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

EXHIBIT A

RESTATED CERTIFICATE OF FORMATION
(WITH AMENDMENTS)

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the City of Galveston, Texas (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), and Chapter 394, Texas Local Government Code, do hereby adopt the following Restated Certificate of Formation (With Amendments, hereafter referred to as same or as "Articles of Incorporation") for such corporation.

The text of the entire Articles of Incorporation as amended or supplemented by all certificates of amendment previously issued by the Secretary of State and as additionally amended by this Restated Certificate of Formation are as follows:

ARTICLE I

The name of the corporation is GALVESTON ISLAND REDEVELOPMENT AUTHORITY (the "Authority").

ARTICLE II

The Authority is a public non-profit corporation.

ARTICLE III

The period of duration of the Authority shall be perpetual.

ARTICLE IV

The Authority is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Authority is organized for the purpose: of aiding, assisting, and acting on behalf of the City of Galveston (the "City") in the performance of its governmental functions to promote the common good and general welfare of the following areas: (i) Reinvestment Zone Number Thirteen, City of Galveston, Texas ("TIRZ 13"), (ii) any other tax increment reinvestment zones created in the future by the City pursuant to Chapter 311 of the Texas Tax Code (collectively, the "Zones") and neighboring areas, and as the boundaries of the Zones may be amended from time to time (the "TIRZ Area"), (iii) any area where a project is to be wholly or partially funded by federal grant funds, (iv) any areas designated as a state or federal enterprise or empowerment zone, (v) any areas designated as special district or economic development district created by or consented to by the City pursuant to Texas law, and (vi) any area so designated by the City Council of the City and Chair of the Authority that is determined to be consistent with this Article IV (collectively, items (iii)-(v), ("Economic Development Areas"); to promote, develop, encourage and maintain housing, employment, commerce, transportation and economic development in the City; to administer, manage and supervise

economic development vehicles and tools, including land banks and City approved 380 agreements, implemented by or on behalf of the City.

The Authority is further organized to aid, assist and act on behalf of the City and the Board of Directors of the Zones:

(a) in the implementation of the Project Plans and the Reinvestment Zone Financing Plans for the Zones and the preparation and implementation of amendments thereto;

(b) in the development of policies to finance development of residential, commercial, transportation and public properties in the TIRZ Area and Economic Development Areas;

(c) in the development and implementation of development policies for the TIRZ Area and Economic Development Areas, including the acquisition of land for development purposes; and

(d) in the development, construction, acquisition, maintenance and administration of any other project in the TIRZ Area or Economic Development Area.

The Authority is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Authority to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation, provided that the Authority shall not be authorized to make or acquire home mortgages, or to make loans to lending institutions or other entities the proceeds of which are to be used to make home mortgages or to make loans on residential developments.

The Authority shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Texas Business Organizations Code Ch. 22 Non-Profit Corporations.

The Authority shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Authority to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Authority shall not issue bonds without the consent of the City Council of the City.

The Authority is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Authority are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Authority shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE V

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

ARTICLE VI

All powers of the Authority shall be vested in a Board consisting of seven (7) persons. Additional persons may be added to the Board by the Authority in accordance with the provisions of the Bylaws. The current directors of the Authority ("Director" or "Directors") are persons named in Article VIII. Each current Director named in Article VIII hereof shall serve for the term prescribed in the Bylaws. Subsequent Directors shall be appointed by position to the Board as prescribed in the Bylaws. Except as provided in the Articles of Incorporation, each Director shall serve for the term provided in the Bylaws. Any Director may be removed from office at any time, with or without cause, by the Mayor and City Council of the City.

The current President of the Board is John Manlove and the Mayor and City Council of the City shall designate each subsequent President of the Board.

If any of the following persons is not serving as a member of the Board, he or she shall serve as ex-officio, non-voting member of the Board:

(1) City Manager;

(2) Director of the City Department of Public Works and Municipal Utilities;

(3) City Attorney;

(4) Director of the City Planning and Development Department;

(5) Director of Galveston Economic Development Partnership;

(6) City Finance Director;

(7) The Chairpersons of the Boards of Directors of the Zones; and

(8) A member from the City Finance and Fiscal Affairs Committee.

In addition, the Board of Directors of the Authority may designate one or more representatives of Galveston County, Galveston College, Galveston County Navigation District No. 1, or other political subdivisions as ex officio, non-voting members of the Board of Directors.

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

ARTICLE VII

The Authority's registered agent is Donald Glywasky, City Attorney, City of Galveston, Texas. The registered address of the Authority is 823 Rosenberg, Galveston, Texas 77554. The

registered agent has consented to the appointment in writing pursuant to Section 5.201(b) of the Texas Business Organizations Code. The written consent shall be maintained in the Authority's records.

ARTICLE VIII

The names and addresses of the seven (7) current Directors, each of whom resides within the City, are:

NAME	ADDRESS
John Manlove President	823 Rosenberg, Galveston, Texas 77550
Kyle Albright	823 Rosenberg, Galveston, Texas 77550
Lisa Blair	823 Rosenberg, Galveston, Texas 77550
Leon Phillips	823 Rosenberg, Galveston, Texas 77550
Patricia Bolton-Legg	823 Rosenberg, Galveston, Texas 77550
Christopher Robb	823 Rosenberg, Galveston, Texas 77550
John Lightfoot	823 Rosenberg, Galveston, Texas 77550

ARTICLE IX

Ordinance No. 02071 approving the original Articles of Incorporation was adopted by the City Council of the City on August 22, 2002; Ordinance No. 06-055 approving the form of this Restated Certificate of Formation was adopted on June 26, 2006. Finally, Ordinance No. _____ approving this Restated Certificate of Formation was passed by City Council on _____.

ARTICLE X

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

a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XI

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

The City shall, at all times, have an unrestricted right to receive any income earned by the Authority, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. No part of the Authority's income shall inure to the benefit of any private interests.

If the Board of Directors determines by resolution that the purposes for which the Authority was formed have been substantially met and all bonds issued by and all obligations incurred by the Authority have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Authority dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law then in existence. In the event of dissolution or liquidation of the Authority, all assets will be turned over to the City for deposit, as appropriate, in the Tax Increment Funds for the Zones, unless the City Council shall otherwise direct.

If required by the City, any capital project(s) of the Authority as well as all plans and specifications of any improvement to be made by the Authority shall be approved by the Director of the Department of Public Works and Municipal Utilities of the City or his designee.

ARTICLE XII

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

ARTICLE XIII

The City Council may at any time consider and approve an ordinance directing the Board to proceed with the dissolution of the Authority, at which time the Board shall proceed with the dissolution of the Authority in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Authority in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation.

ARTICLE XIV

(1) This Restated Certificate of Formation ("Restatement") is submitted for filing pursuant to Sections 3.057-3.063 and 22.107 – 22.109 of the Texas Business Organizations Code. This Restatement accurately copies the Restated and Amended Articles of Incorporation of the Galveston Island Redevelopment Authority (the "Authority") that was filed with the Texas Secretary State on July 25, 2008, under file number 800133231, as further amended by this Restatement. The Restated and Amended Articles of Incorporation is amended by the Restatement in accordance with the provisions of the Texas Business Organizations Code. These Articles may not be changed or amended unless approved by the City Council of the City.

(2) Each of the amendments contained in this Restated Certificate of Formation has been effected in accordance with the requirements of the Texas Business Organizations Code and the Authority's governing documents. A majority of the Board of Directors of the Authority approved the amendments, this Restated Certificate of Formation, and the By Laws at its meeting on September 14, 2020, at which a quorum was present.

The amendments specifically contained in this Restated Certificate of Formation are:

a) Expanding the Board from five members to seven members;

b) Article IV is amended to provide that the Authority may include land banks and city approved agreements authorized under Tex. Loc. Gov't Code Ch. 380 ("380 agreements") to administer, manage and supervise economic development vehicles and tools, "including land banks and City approved 380 agreements, implemented by or on behalf of the City."

c) Article VII has been changed to designate a new registered agent;

d) Article VIII has been changed to list the current Board of Directors;

e) Article IX, which listed the names of the original incorporators of the Authority, has been deleted and subsequently the Articles renumbered;

f) Renumbered Article IX has been changed to include a reference to the approval of the City Council of the City of Galveston, Texas, to these changes; and

g) References to the position of "Chairman" in Articles VI and VIII has been changed to the title of "President" in conformity with Tex. Loc. Gov't Code 394.016(d).

h) In accordance with Tex. Bus. Org. Code 3.059(d) the restated certificate of formation accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated; such amendments are set forth in Art. XIV (2)(a-g).

(3) This Restated Certificate of Formation becomes effective upon filing with the Texas Secretary of State.

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

_____
by John Manlove, President
Galveston Island Redevelopment Authority

Attest:

_____
by John Lightfoot, Secretary
Galveston Island Redevelopment Authority

THE STATE OF TEXAS,
COUNTY OF GALVESTON.

BEFORE ME, the undersigned authority, on this day personally appeared John Manlove, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me as follows:

1) The amendments described in Article XIV of this Restated Certificate of Formation are a complete and truthful statement of the amendments voted on by the Board at its September 14, 2020, meeting; and

2) I am the President of the Board and make this statement in compliance with Tex, Loc. Gov't Code 394.016(d).

And having first been duly sworn according to law the affiant states the statements herein are true and correct based on his personal knowledge, that he executed the same for the purposes and consideration therein expressed.

_____
John Manlove
President

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the____ day of _____, 2020.

_____
Notary Public in and for
The State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS,
COUNTY OF GALVESTON.

BEFORE ME, the undersigned authority, on this day personally appeared John Lightfoot, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me as follows:

1) The amendments described in Article XIV of this Restated Certificate of Formation are a complete and truthful statement of the amendment voted on by the Board at its September 14, 2020, meeting.

2) I am the Secretary of the Board and make this statement in compliance with Tex. Loc. Gov't Code 394.016(d).

And having first been duly sworn according to law the affiant states the statements herein are true and correct based on his personal knowledge, that he executed the same for the purposes and consideration therein expressed.

_____
John Lightfoot
Secretary

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the____ day of _____, 2020.

_____
Notary Public in and for
The State of Texas

(NOTARY SEAL)

EXHIBIT "B"

AMENDED AND REVISED BYLAWS

OF

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

A Texas Local Government Corporation

(Created on behalf of the City of Galveston)

Date of Adoption: _____

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AMENDED AND REVISED BYLAWS

OF

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

ARTICLE I
PURPOSES

The Galveston Island Redevelopment Authority (the "Authority") is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Authority is organized for the purpose of aiding, assisting, and acting on behalf of the City of Galveston, Texas (the "City") in the performance of its governmental functions to promote the common good and general welfare of the following areas: (i) Reinvestment Zone Number Thirteen, City of Galveston, Texas ("TIRZ 13"), (ii) any other tax increment reinvestment zones created in the future by the City pursuant to Chapter 311 of the Texas Tax Code (collectively, the "Zones") and neighboring areas, and as the boundaries of the Zones may be amended from time to time (the "TIRZ Area"), (iii) any area where a project is to be wholly or partially funded by federal grant funds, (iv) any areas designated as a state or federal enterprise or empowerment zone, (v) any areas designated as special district or economic development district created by or consented to by the City pursuant to Texas law, and (vi) any area so designated by the City Council of the City and Chair of the Authority that is determined to be a consistent with this Article I (collectively, items (iii)-(v), ("Economic Development Areas"); to promote, develop, encourage and maintain housing, employment, commerce, transportation and economic development in the City; to administer, manage and supervise economic development vehicles and tools, including land banks and City approved 380 agreements, implemented by or on behalf of the City.

The Authority is further organized to aid, assist and act on behalf of the City and the Board of Directors of the Zones:

(a) in the implementation of the Project Plans and the Reinvestment Zone Financing Plans for the Zones and the preparation and implementation of amendments thereto;

(b) in the development of policies to finance development of residential, commercial, transportation and public properties in the TIRZ Area and Economic Development Areas;

(c) in the development and implementation of development policies for the TIRZ Area and Economic Development Areas, including the acquisition of land for development purposes; and

(d) in the development, construction, acquisition, maintenance and administration of any other project in the TIRZ Area or Economic Development Area.

The Authority is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Authority to assist and act on behalf of the

City and to engage in activities in the furtherance of the purposes for its creation, provided that the Authority shall not be authorized to make or acquire home mortgages, or to make loans to lending institutions, the proceeds of which are to be used to make home mortgages or to make loans on residential developments.

The Authority shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Texas Business Organizations Code Ch. 22 Texas Non-Profits.

he Authority shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Authority to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Authority shall not issue bonds without the consent of the City Council of the City.

The Authority is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Authority are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Authority shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Appointment, Classes, Powers, Number, and Term of Office. All powers of the Authority shall be vested in the Board of Directors (the "Board"). The Board shall consist of seven persons. Directors of the Authority ("Director" or Directors") shall be appointed by position to the Board by the Mayor and City Council of the City.

Each Director shall serve for a term of three years, or until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. These three-year terms shall begin on the filing of the Authority's Restated Certificate of Formation with the Texas Secretary of State. Any Director may be removed from office at any time, with or without cause, by the City Council. The number of Directors may only be increased or decreased by an amendment to these Bylaws by the Board with the consent of the City Council of the City.

If any of the following persons are not serving as a member of the Board, he or she shall serve as ex-officio, non-voting member of the Board:

(1) City Manager;

(2) Director of the City Department of Public Works and Municipal Utilities;

(3) City Attorney;

(4) Director of the City Development Department;

(5) City Finance Director.

Any person designated as an ex-officio member of the Board is entitled to notice of and to attend meetings of the Board.

Section 2. *Meetings of Directors*. The Directors may hold their meetings and may have an office and keep the books of the Authority at such place or places within the City as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Authority in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Texas Government Code (the "Open Meetings Act").

The Authority, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Open Records Act").

Section 3. *Annual Meetings*. The annual meeting of the Board shall be held at the time and at the location in the City designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

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

Section 5. *Special and Emergency Meetings*. Special and emergency meetings of the Board shall be held whenever called by the President of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, facsimile, mail or telegraph at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required of the City under Section 551.045 of the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Authority may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Authority may be considered and acted upon to the extent allowed by the Open Meetings Act.

Section 6. *Quorum*. A majority of the Board then appointed and serving shall constitute a quorum for the consideration of matters pertaining to the purposes of the Authority. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board,

unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent or abstention shall be entered in the minutes of the meeting or unless he shall file his written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the Secretary of the Authority immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

Section 7. Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Authority shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall preside. In the absence of the President and the Vice President, a chairperson shall be chosen by the Board from among the Directors present.

The Secretary of the Authority shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Executive Committee, Other Committees. The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Authority, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Authority, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

Section 9. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" capacity) which are reasonable and necessary in carrying out the Authority's purposes.

Section 10. Board of Advisory Directors. The Board may establish a Board of Advisory Directors composed of citizens of the City of Galveston who are, in the judgment of the Board, qualified to advise with respect to the activities of the Authority. Members of the Board of Advisory Directors shall serve for a term of one (1) year or such longer term as may be fixed by the Board, not to exceed three years. Advisory Directors may be removed by the Board at any time with or without cause. The number of members of the Board of Advisory Directors

shall be fixed from time to time by the Board. The officers and Directors of the Authority may consult with the Board of Advisory Directors from time to time with respect to the activities of the Authority but the Board of Advisory Directors shall in no way restrict the powers of the Board nor limit its responsibilities or obligations. The Board of Advisory Directors shall have no responsibility for the management of the affairs of the Authority. Advisory Directors shall not receive any salary or compensation for their services as Advisory Directors; provided, that nothing contained herein shall be construed to preclude any Advisory Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than an "Advisory Director" capacity) which are reasonable and necessary in carrying out the Authority's purposes.

Section 11. Director's Reliance on Consultant Information. A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Authority or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Authority;

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or

(c) a committee of the Board of which the Director is not a member.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Authority shall be a, a president, one or more vice presidents, a secretary, a treasurer, an investment officer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the President shall not hold the office of Secretary. The term of office for each officer (other than the President) shall commence on the date of such officer's election and terminate on the earlier of: one year; the date that the officer is replaced by the board; or, if the officer is a member of the Board, the date that the officer is no longer a member of the Board. The President shall serve for the term designated by the Mayor and City Council of the City.

Section 2. Powers and Duties of the President. The President shall be a member of the Board and shall preside at all meetings of the Board. The President shall be designated by the Mayor and the City Council of the City. The President shall be the principal executive officer of the Authority and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Authority. In furtherance of the purposes of the Authority and subject to the limitations contained in the Articles of Incorporation, the President, or Vice President may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Authority. He or she shall have such other duties as are assigned by the Board. The President may call special or emergency meetings of the Board.

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

Section 4. *Reserved*.

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

Section 6. *Secretary*. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Authority and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Authority and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Authority; he or she shall have charge of the Authority's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Authority during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 7. *Compensation*. Officers may be entitled to receive such salary or compensation for personal services which are necessary and reasonable in carrying out the Authority's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

Section 8. *Officer's Reliance on Consultant Information*. In the discharge of a duty imposed or power conferred on an officer of the Authority, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial

statements and other financial data, concerning the Authority or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Authority, including members of the Board; or

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. *Fiscal Year*. The fiscal year of the Authority shall begin October 1 of each year.

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

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

Section 4. *Resignations*. Any Director, officer or Advisory Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

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

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

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification. Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a

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

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

Section 3. *Indemnification of Employees and Agents*. The Authority, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Authority to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Authority may indemnify and advance expenses to persons who are not or were not Directors, officers,

employees or agents of the Authority but who are or were serving at the request of the Authority as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

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

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

Section 6. Insurance. The Authority may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Authority or is or was serving at the request of the Authority as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Authority would have the power to indemnify such person against such expense, liability or loss under this Article V.

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

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

ARTICLE VI

PROVISIONS RELATING TO MINORITY CONTRACTING

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

ARTICLE VII

CODE OF ETHICS

Section 1. Policy and Purposes.

(a) It is the policy of the Authority that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Authority; and that the Board establish policies to control and manage the affairs of the Authority fairly, impartially, and without discrimination.

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

Section 2. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of $15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. An interest of a person related in the second degree by affinity or the third degree by consanguinity to a Director or officer is considered a substantial interest.

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

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board

has a similar interest in the same action or if all other similar business entities in the Authority will receive a similar pecuniary benefit.

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

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

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

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

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

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

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

(3) the value of the honorarium does not exceed $250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

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

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

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

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

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

Section 5. *Nepotism*. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII

AMENDMENTS

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

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS; AUTHORIZING CIVILIAN STAFF TO CARRY-OVER AND FREEZE UNUSED PERSONAL, VACATION, AND COMPENSATORY LEAVE BALANCES THAT ARE OVER AND ABOVE THE ALLOWABLE POLICY LIMITS ON A ONE-TIME BASIS FOR THE 2020 CALENDAR YEAR; AND PROVIDING FOR AN EFFECTIVE DATE OF DECEMBER 31, 2020.

WHEREAS, On March 16, 2020, the City Council declared a local disaster following the emergence of the Coronavirus/COVID-19; and

WHEREAS, the City Council extended the state of emergency for the Galveston community until January 31, 2021; and

WHEREAS, the Governor of the State of Texas issued a Proclamation of imminent disaster from Hurricane Marco and Tropical Storm Laura on the 23rd day of August 2020 and declared a state of disaster in Galveston County; and

WHEREAS, City operations have been significantly impacted due to the local disaster and multiple threats of inclement weather during the calendar year; and

WHEREAS, Such local weather events and the COVID-19 pandemic have considerably affected staff's ability to utilize accrued leaves available to them per City policy; and

WHEREAS, such City policies and procedures are codified into the "Personnel Policies and Procedures Manual and Handbook," and any modification(s) thereof require adoption by the City Council; and

WHEREAS, the City Council of the City of Galveston, Texas deems it in the public interest to authorize staff to carry-over and freeze unused personal, vacation, and compensatory leave balances that are over and above the allowable limits for civilian employees (non-civil service) on a one-time basis for the calendar year 2020 and providing that no loss of any such leave will occur on January 1, 2021.

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

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

SECTION 2. That the City Council of the City of Galveston, Texas, hereby authorizes staff to carry-over and freeze unused personal, vacation, and compensatory leave balances that are over and above the allowable limits for civilian employees (non-civil service) on a one-time basis.

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

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

APPROVED AS TO FORM:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 22nd day of October, 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

City of Galveston

HUMAN RESOURCES DEPARTMENT

Kent Etienne Jr, Executive Director
Email ketienne@galvestontx.gov | Office Number (409) 797-3650 | www.galvestontx.gov

Date: October 22, 2020

To: Honorable Mayor and Members of City Council
Brian Maxwell, City Manager

From: Kent Etienne Jr., Executive Director

RE: **Consider for approval an ordinance of the City of Galveston, Texas; authorizing staff to carry-over and freeze unused personal, vacation, and compensatory leave balances that are over and above the allowable limits for civilian employees (non-civil service) on December 31, 2020.**

BACKGROUND:

1. On March 16, 2020, the City Council declared a local disaster following the emergence of the Coronavirus/Covid-19. Further, ordinance 20-056 extended the state of emergency until January 31, 2021.
2. City operations have been significantly impacted due to the local disaster and multiple threats of inclement weather during the calendar year. These unforeseen circumstances have significantly affected staff's ability to utilize accrued leaves available to them.
3. The City Handbook establishes the following policies for civilian employee leave balances and accruals:
   a. Chapter 10A (Compensatory Time for Exempt Employees) of the City Handbook provides that compensatory time may be earned and used up to a maximum of 40 hours at any time.
   b. Chapter 22 (Personal Days) of the City Handbook provides that all executive Employees be afforded 5 personal days (40 hours) on an annual basis. Personal days expire on 31st of December each calendar year.
   c. Chapter 23 (Vacation) of the City Handbook establishes Maximum Balances for civilian employees in the four tiers below. Unused accruals above maximum balances are forfeited on January 1st each calendar year.

Years of Service	*Annual Hours*	*Maximum Balance (Hours)*
0 to 4	80	120
5 to 9	120	160
10 to 14	160	200
15 +	200	240

City of Galveston

HUMAN RESOURCES DEPARTMENT

Kent Etienne Jr, Executive Director
Email ketienne@galvestontx.gov | Office Number (409) 797-3650 | www.galvestontx.gov

CURRENT SITUATION:

1. The City of Galveston provides its employees with competitive compensation and benefits to ensure employees are valued and afforded adequate work life balance.

2. With consideration to back-to-back storm related events and the COVID-19 pandemic, members of management and staff have been unable to schedule annual vacations and/or plan for time away due to recent demands.

ISSUES:

1. While the City emphasizes the importance of work life balance and enforces policies to ensure adequate time is provided, the uncertainty of the weather and limitations worldwide surrounding the Coronavirus has precluded many City workers from planning and engaging in personal activities; and

2. While most employees will be unaffected by temporary policy changes, several tenured employees will be adversely impacted.

ALTERNATIVES:

1. Approve staff to carry-over and freeze unused personal, vacation, and compensatory leave balances that are over and above the allowable limits for civilian employees (non-civil service) on December 31, 2020.

2. Take no action.

RECOMMNEDATIONS:

1. Authorize staff to carry-over and freeze unused personal, vacation, and compensatory leave balances that are over and above the allowable limits for civilian employees (non-civil service) on December 31, 2020.

Respectfully submitted,

Kent Etienne Jr.,

Kent Etienne Jr, Executive Director

Email ketienne@galvestontx.gov | Office Number (409) 797-3650 | www.galvestontx.gov

Executive Director of HR & Civil Service

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS RECOGNIZING THE SECOND SATURDAY IN MAY AS WORLD MIGRATORY BIRD DAY AND THE UPCOMING MAY 8, 2021 AS WORLD MIGRATORY BIRD DAY; AUTHORIZING THE GALVESTON ISLAND NATURE TOURISM COUNCIL TO CONTINUE PURSUIT OF CERTIFICATION IN THE "BIRD CITY" TEXAS PROGRAM; SUPPORTING THE APPLICATION OF THE GALVESTON ISLAND NATURE TOURISM COUNCIL APPLICATION FOR THE CERTIFICATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THOSE DOCUMENTS NECESSARY IN REGARD TO THE REQUEST; AND PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Galveston is a well-known tourist destination. Visitation to Galveston Island approximates 7 Million persons a year and tourism to the Island continues to grow; and,

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and,

WHEREAS, most citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and,

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and,

WHEREAS, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and,

WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, to take action to conserve them, and simply to have fun; and,

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and,

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also it is a call to action; and,

WHEREAS, the Galveston Island Nature Tourism Council voted to recommend to the City Council annual recognition of the second Saturday in May as World Migratory Bird Day and the upcoming May 8, 2021 as World Migratory Bird Day; and,

WHEREAS, the City Council finds it in the public interest to adopt the Resolution recognizing the second Saturday in May as World Migratory Bird Day and the upcoming May 8, 2021 as World Migratory Bird Day and authorizing the Galveston Island Nature Tourism Council to continue pursuit of certification in the "Bird City" Texas program.

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

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

SECTION 2. The City Council recognizes the second Saturday in May as "World Migratory Bird Day" and the upcoming Saturday, May 8, 2021 as World Migratory Bird Day in the City of Galveston.

SECTION 3. The City Manager is hereby authorized to execute those documents necessary in regard to the request, upon final approval by the City Attorney.

SECTION 4. The City Secretary is directed to send a certified copy of this Resolution to the Galveston Island Nature Tourism Council.

SECTION 5. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM

_____

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council

of the City of Galveston at its Regular meeting held on October 22, 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

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

October 8, 2020

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

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider approving purchases of operational supplies using the contract with The Home Depot U.S.A., Inc. through the U.S. Communities purchasing cooperative. Estimated costs for products not to exceed Council approved budgets.

Background:
The City of Galveston is a member of the U.S. Communities cooperative purchasing program. It is co-sponsored by the National League of Cities, Nation Association of Counties, the United States Conference of Mayors, and the National Governors Association. The cooperative allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: US Communities - Omnia Partners. 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 U.S. Communities purchasing cooperative is a National Institute of Government Purchasing (NIGP) accredited purchasing cooperative. 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.

Currently:
The Home Depot has multiple contracts with U.S. Communities. They are contract numbers 170009-RFP, 16154-RFP, 2020002299, 17-21. They provide paint and painting supplies, maintenance repair and operational supplies, and janitorial supplies and equipment, respectively. Using The Home Depot gives employees another resource for seeking the best value for the City of Galveston, for supplies necessary to daily operations. The Home Depot maintains a store front in the City of Galveston with supplies readily available to employees.

Home Depot Contract Link:
Home Depot Contracts

Alternatives:
Approve using the cooperative purchasing contract through U. S. Communities for The Home Depot U.S.A., Inc.

Do not approve using the cooperative purchasing contract.

Issues:
Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager
Timing – Current Fiscal Year
Term – through September 30, 2021

Recommendation:
Approve using the cooperative contract with The Home Depot through the U.S. Communities purchasing cooperative.

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager - Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

October 9, 2020

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

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider approving purchases of operational supplies using the contract with Sam's Club through the Purchasing Association of Cooperative Entities (PACE) purchasing cooperative. Estimated costs for products not to exceed Council approved budgets.

Background:

The City of Galveston, upon City Council's approval, will be joining the Purchasing Association of Cooperative Entities (PACE) purchasing cooperative. It is managed by the Region 20 Education Service Center in San Antonio, Texas. The cooperative allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: PACE Purchasing Cooperative. 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.

PACE has the combined buying power of 1,042 public agencies nationwide. 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.

Currently:

Sam's Club has a contract with the Purchasing Association of Cooperative Entities (PACE). It is contract number P00170. They provide various operational supplies such as grocery items, paper products, technology items, office products, and furniture. Using Sam's Club gives employees another resource for seeking the best value for the City of Galveston, for supplies necessary to daily operations.

Sam's Contract Link:
Sam's Club Contract

Alternatives:
Approve using the cooperative purchasing contract through PACE Sam's Club.

Do not approve using the cooperative purchasing contract.

Issues:
Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager
Timing – Current Fiscal Year
Term – through September 30, 2021

Recommendation:
Approve using the cooperative contract with Sam's Club through the Purchasing Association of Cooperative Entities (PACE) purchasing cooperative.

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager - Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

October 8, 2020

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

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider approving purchases of operational supplies using the contract with Amazon Services, LLC. Amazon Business through the U.S. Communities purchasing cooperative. Estimated costs for products not to exceed Council approved budgets.

Background:

The City of Galveston is a member of the U.S. Communities cooperative purchasing program. It is co-sponsored by the National League of Cities, Nation Association of Counties, the United States Conference of Mayors, and the National Governors Association. The cooperative allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: US Communities - Omnia Partners. 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 U.S. Communities purchasing cooperative is a National Institute of Government Purchasing (NIGP) accredited purchasing cooperative. 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.

Currently:

Amazon Services, LLC. Amazon Business has a contract with U.S. Communities. It is contract number R-TC-17006. They provide various operational supplies in the following categories: Office Supplies, Classroom, School, Art Supplies and Materials, Home Kitchen, Food, and Grocery, Books, Musical Instruments, Audio Visual and Electronics, Clothing, Higher Education Scientific Equipment and Lab Supplies, Animal Supplies, Equipment and Food, and other miscellaneous items. Using Amazon Business gives employees another resource for seeking the best value for the City of Galveston, for supplies necessary to daily operations. Amazon Business offers free Prime membership to its customers utilizing the U.S. Communities contract.

Website for contract documents:
Amazon for Business

Alternatives:

Approve using the cooperative purchasing contract through U.S. Communities for Amazon Services, LLC. Amazon Business purchases.

Do not approve using the cooperative purchasing contract.

Issues:

Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager

Timing – Current Fiscal Year

Term – through September 30, 2021

Recommendation:

Approve using the cooperative contract with Amazon Services LLC Amazon Business through the U.S. Communities purchasing cooperative.

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager - Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

Amazon Business Contract

Online Marketplace for the Purchases of Products and Services

Lead Agency:
Prince William County Public Schools, VA

Contract Number:
R-TC-17006

5 year initial term, January 19, 2017 – January 18, 2022
Option to renew for (3) additional (2) year periods

To view the Amazon Business RFP Response, please login for Supplier Documents and click on the Amazon Business link. If you do not have a login, register with U.S. Communities.

Postings

Number of suppliers who responded to RFP: 12

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Sept 14, 2016 – Oct 14, 2016
Onvia/DemandStar	Sept 14, 2016 – Oct 14, 2016
Prince William County Public Schools, VA	Sept 14, 2016 – Oct 14, 2016
Canadian MERX Public Tenders	Sept 14, 2016 – Oct 14, 2016
State of Hawaii and Oregon	Sept 14, 2016 – Oct 14, 2016
Oregon Association of Counties	Sept 14, 2016 – Oct 14, 2016

Contract Documents:

Contract Amazon Business R-TC-17006 Final

RFP Documents:

RFP R-TC-17006 Online Marketplace Final

Addendum #1- T-TC-17006

RFP Posting Documents

RFP Posting Documents

Innovation Exchange

U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

Getting Started

- Program Overview
- How It Works
- FAQs

Why Use U.S. Communities

- What Makes Us Different
- Webinars & Events
- Supplier Commitments

Discounts on Brands

- Products & Suppliers
- Online Marketplace
- Solicitations

Over 55,000 agencies trust U.S.

- Who Uses U.S. Communities?
- Cooperative Standards
- State Statutes

CONTACT US BECOME A SUPPLIER ABOUT US LEGAL PRIVACY MICPA

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October 9, 2020

To: Brian Maxwell, City Manger
Hon. Mayor and City Council

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider for approval joining the Sourcewell Purchasing Cooperative, created by the Minnesota legislature, as a local unit of government.

Background:

The City of Galveston is a member of the following purchasing cooperatives: Buy Board, TCPN (The Cooperative Purchasing Network), Houston – Galveston Area Council (HGAC), Choice Partners, the National Cooperative Purchasing Alliance (NCPA), Purchasing Association of Cooperative Entities (P.A.C.E.) and The State of Texas Purchasing Cooperative. We do not have a membership with the Sourcewell Purchasing Cooperative. There is no cost to join this purchasing cooperative.

The Sourcewell Purchasing Cooperative competitively bids contracts and complies with purchasing laws. Sourcewell advertises their solicitations locally and nationally. They maintain their credibility and confidence in business practices by maintaining open competition and using ethical business practices. To learn more about Sourcewell visit their website: About Sourcewell Purchasing Cooperative

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 City benefits, by saving taxpayer dollars, belonging to these cooperatives using the buying power of many agencies purchasing by means of the same contracts.

Currently:

The City of Galveston does not belong to the Sourcewell purchasing cooperative and therefore, cannot utilize the contracts available from the agency. Currently, Sourcewell has a membership made up of many different agencies, most of which are local government agencies, including counties, cities, and schools. The cooperative has many products available to the City of Galveston. Items including public safety, technology, furniture, maintenance/repair/operating supplies, auto parts, park equipment, office supplies, and vehicles.

Belonging to the Cooperative allows the City to consistently achieve best value for products and services. The City of Galveston currently uses purchase cards for various products, using a cooperative, which has already completed the competitive bidding process, saves time, effort, and enables user departments to

stay within state law, charter, and policies, by allowing the City to use several established competitively procured contracts.

Alternatives:

Approve the membership to the Sourcewell Purchasing Cooperative.

Do not approve the membership to the Sourcewell Purchasing Cooperative.

Issues:

Cost – $0.00
Timing – begins upon execution by the City and Sourcewell
Term – until City terminates the agreement

Recommendation:

Join the Sourcewell purchasing cooperative.

Fiscal Impact report:

Requested by:	Michael W. Loftin Assistant City Manager – Finance
Funding Source:	None
Not to Exceed:	$0.00

SOURCEWELL
INTERLOCAL AGREEMENT

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and City of Galveston (hereinafter referred to as "Governmental Unit").

Recitals

A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and

B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and

C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and

D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and

E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

F. Governmental Unit and Sourcewell desire to enter into this Interlocal Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

Agreement

1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.

2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.

3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.

4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.

10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

IN WITNESS, WHEREOF, the parties have executed this Interlocal Agreement effective the day and year written below.

Governmental Unit	Sourcewell
By _____	By _____
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
Its _____	Its _____
TITLE	TITLE
_____	_____
DATE	DATE

Sourcewell
Formerly NJPA

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and City of Galveston (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).

2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.

3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.

4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.

5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.

6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.

7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name	**Sourcewell**
By _____	_____
Its _____	_____
TITLE	TITLE
_____	_____
DATE	DATE

Rev. 5/2018

Sourcewell
Formerly NJPA

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* City of Galveston

Address* 823 Rosenberg St.

City Galveston

State/Province Code Texas ZIP code* 77550

Country United States

Employer Identification Number _____

Website www.galvestontx.gov

Contact person* (First, Last) Susan Serrano

Job Title* Purchasing Supervisor

Job Role* Purchasing

E-mail* sserrano@galvestontx.gov

Phone* 409-797-3575

Organization Type:

Government

__ Federal
__ State
__ County
X Municipality
__ Tribal
__ Township
__ Special District

Education

__ Pre-K
__ Public K-12
__ Private K-12
__ Public Higher Ed
__ Private Higher Ed

Sourcewell
Formerly NJPA

Non-Profit (Please include documentation demonstrating non-profit status)

__ Church

__ Medical Facility

__ Other

REFERRED BY

___ Advertisement

___ Colleague/Friend

___ Vendor Representative

___ Conference/Trade Show_____

X __ Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

October 8, 2020

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

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider approving purchases of office supplies, technology items, furniture, and janitorial supplies using The Cooperative Purchasing Network's (TCPN) contract with Office Depot. Estimated costs for products not to exceed Council approved budgets.

Background:
The City of Galveston is a member of the TCPN cooperative purchasing program which allows the city to utilize contracts that have been competitively bid. The contracts were solicited and awarded by Region 4 Education Service Center in Houston, this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: National IPA - Omnia Partners. Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas.

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.

Currently:
The City of Galveston uses the contract with Office Depot to purchase operational supplies for administrative functions; pens, paper, tape, staples, and other office products. Using the TCPN cooperative purchasing contract gives the city volume discounted pricing; saving the City of Galveston money.

The city currently receives product within 24 hours of ordering and employees also have the option to visit the storefront in the City of Galveston, if there is a more immediate need for products.

Website for contract documents:

Office Depot Contracts

The contract numbers and terms are as follows:

Contract #R190303 – Office Supplies – 7/1/19 through 6/30/2024
Contract #R191812 – Furniture and Installation – 5/1/2020 through 4/30/2023
Contract #R160204 – Technology and Interactive Whiteboard Solutions – 8/1/2016 through 7/31/2021
Contract #R162102 – Janitorial Supplies, Equipment, Maintenance and Repair – 7/1/19 through 2/28/2022
Contract #R171404 – Managed Print Solutions – 7/1/2019 through 5/31/2024

Alternatives:
Approve using the cooperative purchasing contract through TCPN for Office Depot purchases.

Do not approve using the cooperative purchasing contract and bid office supplies through the Purchasing Department.

Issues:
Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager
Timing – Current Fiscal Year
Term – through September 30, 2020

Recommendation:
Approve using the cooperative contract with Office Depot through The Cooperative Purchasing Network (TCPN).

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager - Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

October 8, 2020

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

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider approving purchases of maintenance, repair, safety and operational (MRO) supplies and related services using the contract with Grainger through The Cooperative Purchasing Network (TCPN/National IPA) purchasing cooperative. Estimated costs for products not to exceed Council approved budgets.

Background:

The City of Galveston is a member of the TCPN/National IPA cooperative purchasing program, using the Region 4 Education Service Center in Houston, Texas, this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: National IPA - Omnia Partners. 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 TCPN/Nation IPA purchasing cooperative has combined the buying power of 48,000 public entities, including school districts, municipalities, and counties. 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.

Currently:

Grainger has contracts with The Cooperative Purchasing Network (TCPN). The contract numbers are 2018.000207, R192163, MA3461, and R192002. They provide various maintenance, repair, safety, and operational (MRO) supplies and related services and offer discounts from their full catalogue pricing. Grainger is currently working with the City of Galveston on items related to hurricane preparedness to assist staff in preparing for an emergency and after the emergency.

The website for contract documents:
Grainger Contracts

Alternatives:

Approve using the cooperative purchasing contract through TCPN/National IPA for Grainger Company purchases.

Do not approve using the cooperative purchasing contract and bid MRO supplies through the Purchasing Department.

Issues:

Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager
Timing – Current Fiscal Year
Term – through September 30, 2021

Recommendation:

Approve using the cooperative contract with Grainger Company through the TCPN/National IPA purchasing cooperative.

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager – Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

October 9, 2020

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

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider approving purchases of office and other operational supplies using the contract with Staples Contract and Commercial, Inc. through the BuyBoard purchasing cooperative. Estimated costs for products not to exceed Council approved budgets.

Background:
The City of Galveston is a member of the BuyBoard cooperative purchasing program, governed by the Texas Association of School Boards, this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: BuyBoard Purchasing Cooperative. 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 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 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 also receives member rebates in December from BuyBoard. The combined total of rebates received from BuyBoard for years 2012 through 2018 is $7,867.80.

Currently:
Staples Contract and Commercial, Inc. has a contract with BuyBoard. They are contract numbers 576-18, 584-19, 579-19, and 569-18. They provide various office supplies and other items at a discount from their full catalogue; discounts range from 40% to 68%. Using Staples gives employees another source, other than Office Depot, for supplies necessary to daily operations. Staples provides product delivery as soon as 24 hours after order completion.

Website for contract documents:
Staples Contracts

Alternatives:

Approve using the cooperative purchasing contract through BuyBoard for Staples Contract and Commercial, Inc. purchases.

Do not approve using the cooperative purchasing contract and bid office supplies through the Purchasing Department.

Issues:

Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager
Timing – Current Fiscal Year
Term – through September 30, 2021

Recommendation:

Approve using the cooperative contract with Staples Contract and Commercial, Inc. through the BuyBoard purchasing cooperative.

Fiscal Impact Report:

Requested by:	Michael W. Loftin, Assistant City Manager - Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

October 8, 2020

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

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider approving purchases of maintenance, repair, and operational (MRO) supplies and related services using the contract with Fastenal Company through The Cooperative Purchasing Network (TCPN/National IPA) purchasing cooperative. Estimated costs for products not to exceed Council approved budgets.

Background:

The City of Galveston is a member of the TCPN/National IPA cooperative purchasing program, using the Region 4 Education Service Center in Houston, Texas, this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: National IPA - Omnia Partners. 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 TCPN/Nation IPA purchasing cooperative has combined the buying power of 48,000 public entities, including school districts, municipalities, and counties. 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.

Currently:

Fastenal Company has contracts with The Cooperative Purchasing Network (TCPN). They are contract numbers 2018.000208 and R192001. They provide various maintenance, repair, and operational (MRO) supplies and related services and offer discounts from their full catalogue pricing. Fastenal, also, has a storefront in Galveston with products suited to the needs of employees for daily operations.

The website for contract documents:
Fastenal Contracts

Alternatives:
Approve using the cooperative purchasing contract through TCPN/National IPA for Fastenal Company purchases.

Do not approve using the cooperative purchasing contract and bid MRO supplies through the Purchasing Department.

Issues:
Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager
Timing – Current Fiscal Year
Term – through September 30, 2021

Recommendation:
Approve using the cooperative contract with Fastenal Company through the TCPN/National IPA purchasing cooperative.

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager - Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

October 8, 2020

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

From: Michael W. Loftin – Assistant City Manager - Finance

RE: Consider approving purchases of building maintenance, repair, operations supplies and equipment using the contract with McCoy's Building Supply through the BuyBoard purchasing cooperative. Estimated costs for products not to exceed Council approved budgets.

Background:

The City of Galveston is a member of the BuyBoard cooperative purchasing program, governed by the Texas Association of School Boards, this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: BuyBoard Purchasing Cooperative. 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 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 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 also receives member rebates in December from BuyBoard. The combined total of rebates received from BuyBoard for years 2012 through 2018 is $7,867.80.

Currently:

McCoy's Building Supply has a contract with BuyBoard. It is contract number 577-18. They provide various building maintenance and operational supplies, including hardware and lumber. Discounts off of list price vary by items from .2% to 4.5%. Using McCoy's gives employees another source, other than Home Depot, for supplies necessary to daily operations. McCoy's maintains a store front in the City of Galveston with supplies readily available to employees.

Website for contract documents:
McCoy's Contract

Alternatives:

Approve using the cooperative purchasing contract through BuyBoard for McCoy's Building Supply

Do not approve using the cooperative purchasing contract and bid office supplies through the Purchasing Department.

Issues:

Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager
Timing – Current Fiscal Year
Term – through September 30, 2021

Recommendation:

Approve using the cooperative contract with McCoy's Building Supply through the BuyBoard purchasing cooperative.

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager - Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

October 22, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval a lease agreement for a SendPro P Series Mail System to Pitney Bowes at the cost of $519.11 per month for a term of 60 months for a total cost of $31,146.60 and Prepaid Postage estimated at $28,000 annually for a total of $140,000 for the City-Wide Mail Room.

I. BACKGROUND

The City currently leases a Connect + 3000 mail system from Pitney Bowes at a cost of $537.00 per month. Replacing the current machine with an updated mail machine will give staff the same current features at a lower cost and be serviceable by Pitney Bowes.

Annually the City submits a check to the Pitney Bowes Reserve account for Prepaid Postage used in metering the mail as processed daily. The postage costs are redistributed quarterly to Departments throughout the City. The annual average since 2015 is $28,000.

II. CURRENT SITUATION

The current lease expires on November 15, 2020. The current Connect +3000 mail system is a discontinued model and would not be serviceable by Pitney Bowes going forward.

III. ISSUES

Selection and awarding an upgraded lease agreement of the Connect +3000 mail system to the SendPro P2000 series at a cost of $519.11 per month for a term of 60 months utilizing the Buy Board Contract 576-18.

IV. ALTERNATIVES

1. Award approval of lease agreement for the SendPro P2000 mail system to Pitney Bowes at a cost of $519.11 per month for a term of 60 months for a total of $31,146.60 utilizing the Buy Board Contract 576-18 and $28,000 annually for Prepaid Postage, with a not to exceed limit of $140,000 over the 5-year period.

2. Opt to renew the current least agreement at the current rate of $537 per month without a maintenance support agreement. Pitney Bowes is the sole source maintenance provider for its products.

V. RECOMMENDATION

Approve option 1 and award a lease agreement to Pitney Bowes for the SendPro P2000 mail system and allotment for Prepaid Postage.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Mail Services Operating Budget
Costs:	Not to exceed $171,146 over 5 years

pitney bowes

State and Local Term Rental Agreement

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF GALVESTON	746000905

Sold-To: Address

823 25TH ST SUITE 306, GALVESTON, TX, 77550-2103, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Hope Dean	(409) 797-3578	0011402533

Bill-To: Address

PO BOX 779, GALVESTON, TX, 77553-0779, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Accounts Payable	(409) 797-3569	0016730561	accountpayable@galvestontx.gov

Ship-To: Address

823 25TH ST SUITE 306, GALVESTON, TX, 77550-2103, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Susayn Lanier	(409) 797-3571	0011402533

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FW6	30lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSE	Connect+ 160/95 LPM Speed
1	AZBB	SendPro P2000 Series
1	AZBE	SendPro P Series Mono Print Module
1	CAAB1	Basic Cost Accounting for PSeries
1	F9PG	PowerGuard Service Package
1	M9SS	Mailstream Intellilink Services
1	ME1C	Meter Equipment - P Series, LV
1	MSD2	15" Color Touch Display

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	MT30	Platform Scale 30lb/12kg
1	MW90007	SendPro P Series Drop Stacker
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
	NVWE	InView Dashboard Set up & Training
1	SJM2	SoftGuard for SendPro P2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 519.11**	**$ 1,557.33**

Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at http://www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

BuyBoard #576-18
State/Entity's Contract#

X
Lessee Signature

X
Print Name

X
Title

X
Date

X
Email Address

Pitney Bowes Signature

Print Name

Title

Date

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Sales Information

Account Rep Name	Email Address	PBGFS Acceptance
Kelly Young	kelly.young@pb.com	

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See Pitney Bowes Terms for additional terms and conditions

Pitney Bowes Confidential Information

Form **8038-GC**

(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority

Check box if **Amended Return** ☐

1 Issuer's name CITY OF GALVESTON	**2** Issuer's employer identification number 746000905
3 Number and street (or P.O. box if mail is not delivered to street address) 823 25TH ST SUITE 306	Room/suite
4 City, town, or post office, state, and ZIP code GALVESTON TX 77550-2103	**5** Report number *(For IRS Use Only)*
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	**7** Telephone number of officer or legal representative

Part II Description of Obligations

Check one: a single issue ☒ **or** a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a		
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a		
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		

10 If the issue has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐

11 If the issue has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐

12 Vendor's or bank's name: Pitney Bowes Inc.

13 Vendor's or bank's employer identification number: 06 0495050

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

X Signature of issuer's authorized representative — X Date — X Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name			Firm's EIN	
Firm's address			Phone no.	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, *at www.irs.gov/form8038.* Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

October 22, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval the renewal of the City's Utility Management Solution support agreement in an amount not to exceed $36,153.

I. BACKGROUND

In 2011 the City of Galveston initiated an RFP process to find a replacement for its existing utility billing software system. After an extensive process involving many bid proposals, and two site visits, the City selected Utility Management Solution (UMS) by Continental Utility Solutions, Inc. (CUSI). The system was implemented in 2012. The UMS system maintains records on all water accounts in the City, interfaces with the City's water meter service provider and produces monthly water bills.

II. CURRENT SITUATION

1. The technical support and maintenance renewal for the City's Utility Management Solution system is due. This contract provided by the software manufacturer, Continental Utility Solutions Inc., and provides the City with new software releases and technical support. The City currently maintains over 26,000 active water accounts and almost 28,000 water meters.

2. The support agreement covers the following items:

Description	Cost	Term
Software	$31,053	10/31/20 - 10/31/21
Customer Web Portal	$3,000	10/31/20 - 10/31/21
USPS Cass Solution (estimated)	$2,100	08/31/21 - 08/31/22
Total	$36,153	

III. ISSUES

1. This is a proprietary software solution that cannot be supported by other 3rd party vendors.
2. The agreement provides the City rights to all updates for the licensed software, including new releases which may also provide functional enhancements and error corrections.
3. The City has been granted software license use rights in executable form only and is restricted from making any modifications to the software solution limiting its ability to correct deficient program code errors as needed.

IV. ALTERNATIVES

1. Purchase a utility billing system from another software manufacturer. When UMS was purchased there was $350,000 dollars budgeted for the project and six months to implement.

2. Renew the technical support and maintenance agreement for an additional one-year period.

V. RECOMMENDATION

Approve the renewal of the annual maintenance support in the amount of $36,153.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Customer Service Operating Budget
Costs of implementation:	$36,153.

CUSI

CONTINENTAL UTILITY SOLUTIONS, INC.

Invoice

Invoice Date	8/19/2020
Invoice #	U27155
Due Date	9/3/2020

Bill To

CITY OF GALVESTON
Accounts Payable
PO Box 779
Galveston, TX 77553

PLEASE REMIT TO:

Continental Utility Solutions, Inc.
P.O. Box 1515
Jonesboro, AR 72403

800-240-1420
Invoice Questions: Option 4
Technical Support: Option 2
Bill Form Orders: Option 3

PO #	Terms	Rep
CUSI	15 Days	CUSI

QTY	Description	Price Each	Amount in US Dollars
1	CUSI Customer Web Portal 2.0 Annual Service - 10/31/20-10/31/21 Includes Hosting, Backups, Technical Support & Maintenance	3,000.00	3,000.00
	Total sales tax calculated by AvaTax	0.00	0.00

Total	$3,000.00
Payments/Credits	$0.00
Balance Due	$3,000.00

Thank you for choosing CUSI as your software provider!

CUSI

CONTINENTAL UTILITY SOLUTIONS, INC., INC.

UG28 20 11:31AM

Invoice

Invoice Date	8/20/2020
Invoice #	M17603
Due Date	**10/4/2020**

Bill To:

CITY OF GALVESTON
PO Box 779
Galveston, TX 77553

PLEASE REMIT TO:

Continental Utility Solutions, Inc.
P.O. Box 1515
Jonesboro, AR 72403

800-240-1420
Invoice Questions: Option 4
Technical Support: Option 2
Bill Form Orders: Option 3

Description	Quantity	Amount in US Dollars
Annual Maintenance & Technical Support 10/31/20-10/31/21	1	31,053.00T
Total sales tax calculated by AvaTax		0.00
Select this as a transaction's tax to use AvaTax		0.00

PLEASE PAY BY THE DUE DATE.

EXPIRED ACCOUNTS MAY INCUR REINSTATEMENT FEES.

Total	$31,053.00
Payments/Credits	$0.00
Balance Due	**$31,053.00**

We appreciate your business!

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

October 22, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval the renewal of the annual maintenance support agreement for City's Enterprise Content Management solution (ECM), Laserfiche, awarding the contract to MCCi in the amount of $42,993.90.

I. BACKGROUND

Laserfiche was implemented in 2002 for the City Secretary's office and has served as a central repository and management tool for the electronic archive of historical documents. Since its implementation the solution continues to be expanded Citywide.

Laserfiche is the software program utilized by the City for its electronic document management system (EDMS). This software provides storage and enhanced search capabilities for documents that have been scanned or imported into the system. In addition, it supports the development of automated forms and workflow, record retention schedules and record lifecycle auditing. This contract is with Municipal Code Corporation, Inc. (MCCi), the reseller who administers the maintenance contract and provides primary support to the City.

II. CURRENT SITUATION

This request is to renew the annual support agreement for a period of one year. This renewal entitles the City to continued support and ability to obtain software enhancements as they become available, assistance with installing and configuring upgrades and bug fixes, access to the MCCi Laserfiche training site, technical support and assistance with utilizing the Laserfiche software suite.

III. ISSUES

1. The annual support agreement is expiring and due up for renewal.
2. The solution contains proprietary code that is not accessible by the IT team and cannot be supported by in house personnel. Without maintenance support, the City would be unable to obtain critical software patches and ensure the health and stability of the system.

IV. ALTERNATIVES

1. The City of Galveston could opt to purchase an entirely new records retention management package. This would incur the expense of the purchase, implementation, training, maintenance, and resources for deployment.

2. Opt to not renew the maintenance support agreement. The city would be unable to obtain support on the system as needed.

3. Renew maintenance support for one (1) year

V. RECOMMENDATION

Approve the renewal of the annual maintenance support and award the contract to MCCi in the amount of $42,993.90 through the BuyBoard Contract #544-17.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Information Technology Operating Budget
Costs of implementation:	$42,993.90.

FEIN: 33-1069550
Questions: billing@mccinnovations.com

INVOICE

Bill To:

Galveston
Debbie Jordan
PO Box 779
Galveston, TX 77553

Invoice Number	RNW001199
Invoice Date	10/6/2020
PO Number	
Customer Id	GALVESTX01
Payment Terms	Net 30

Shipped	Description	Unit Price	Extended Price
1	Annual Support Renewal		$42,993.90
Annual Supprt Renewal-Coverage: 12/20/2020-12/19/2021			

BuyBoard Contract: 544-17

Subtotal	$42,993.90
Discount	$0.00
Freight	$0.00
Tax	$0.00
Total	$42,993.90

Payment by ACH (preferred):
Enterprise Bank
ABA: 081006162
Account: 1293909

Payment by check:
MCCi, LLC
PO Box 790379
St. Louis, MO 63179-0379

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

October 22, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval the purchase of a hardware / software upgrade for the existing Higher Ground Voice Recording system for Galveston Police Department from Commercial Electronics for $26,248.98

I. BACKGROUND

The Galveston Police Department has used Higher Ground Voice Recording system since 2004, with the most recent upgrade in 2014. The system records all 911 calls, radio communications, and some internal phone lines. This system is vital for both prosecution of legal cases and defense of the City in civil actions. Recordings from this system provide evidence of 911 communications between dispatchers and the public regarding actions taken by the police, and records all radio communications between officers and dispatchers. In addition, it records multiple internal phone lines that are used in dealing with the public in regards to criminal cases, where the recordings may be used as evidence.

II. CURRENT SITUATION

The hardware currently in use was installed in 2014. Commercial Electronics as the provider of the Higher Ground system recommends a hardware refresh at the five-year mark. Once the system is over six years old, there isn't an option to renew the hardware support coverage. Any hardware support would be on a time-and-materials basis with no guarantee on the repairability of the hardware. They continue to offer a maintenance agreement to support the recording software only. The term for support is from October 1 to September 30. At this time, support for the Higher Ground system is for software only.

III. ISSUES

1. The current hardware is at end of support and needs to be replaced.
2. The operation of this system is vital in prosecution of legal cases and protection from civil liability in actions against the City.

IV. ALTERNATIVES

1. Award approval of the Higher Ground hardware / software upgrade to Commercial Electronics at a cost of $26,248.98 through the HGAC Co-op Contract #07-20.
2. Opt to continue with software only support at a cost of $3660 annually and time-and-materials basis for any hardware support with the understanding repairs cannot be guaranteed base on the age of the hardware.
3. Opt to purchase a voice recording system from another vendor. This would entail additional costs for professional services to implement the new system. There would also be internal labor costs involved in retraining City staff on a new system.

V. RECOMMENDATION

Approve the upgrade of the hardware / software system for Higher Ground Voice Recording System through Commercial Electronics at a cost of $26,248.98 through the HGAC Co-op contract number 07-20.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Police Department Operating Budget
Costs of implementation:	$26,248.98.

Commercial ELECTRONICS
DATA - VOICE - VIDEO RECORDING & MANAGEMENT SOLUTIONS

Quote

No.: **4893**
Date: 10/1/2020

Phone: (210) 736-3119 Fax: (210) 737-1240
1318 North Brazos
San Antonio, TX 78207

Prepared for: Billy Sanders
Galveston PD - 2786
Phone 409.497.6788
601 54th St., Ste. 200
Galveston, TX 77550 US

Prepared by: Bill Behar
billb@comelectronics.com
Phone 940-231-0655
Job: Hardware Refresh
Account No.: 548

Quantity	Part Number	Description	Sell	Total
HGAC Contract number 07-20				
A. Catalog / Price Sheet Items being purchased				
1	C120-155K-R1-V9	Chassis, HG4U - Xeon Silver 4110 processor, 32GB RAM, 1 TB RAID1, W2019	$5,617.48	$5,617.48
2	CBL-8643	Cable, 4xInternal SAS, SFF-8643	$23.43	$46.86
1	RC-SAS-9341-8i	Controller, LSI 9341PCI-Express 8 Port	$576.27	$576.27
6	HD-SATA-1TB	Hard Drive, 1TB SATA RAID V with hot standby	$210.83	$1,264.98
1	HWRF-NG911-CORE	Reinstall NG Capture911 Core software w/ ANI/ALI. (v8)	$1,531.52	$1,531.52
2	NICE-E1000	Card, Network 1000bT Ethernet PCI-E	$70.28	$140.56
	16 Analog recording			
1	SARC-E024-A	Card, Analog Interface PCIe, 24-Port	$2,131.90	$2,131.90
16	HWRF-NG911-SWRL	Reinstall NG Capture911 Channel license.	$47.86	$765.76
	34 Cisco Phone sets			
1	NG911-CDMS	Integration, Cisco Dual Media Stream Recording	$2,866.75	$2,866.75
34	HWRF-NG911-SWRL	Reinstall NG Capture911 Channel license.	$47.86	$1,627.24
	6 Vesta IP recording			
1	META-VESTA	Meta Data Attachments (VESTA)	$2,495.00	$2,495.00
6	HWRF-NG911-SWRL	Reinstall NG Capture911 Channel license.	$47.86	$287.16
				$19,351.48
B. Unpublished Options, Accessory or Service items - Itemize Below				**$0.00**
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges				
1	QTRSUPP	Maintenance	$3,097.50	$3,097.50
1.00	INSTALLCEC - HWRF	Installation	$3,600.00	$3,600.00
				$6,697.50
			Item Total:	$26,048.98
			Freight:	$200.00
		Total does not include applicable sales tax.	**Grand Total:**	**$26,248.98**

Prices are firm until 10/31/2020 Terms: 30 days

Please allow 4-6 weeks for standard delivery and/or installation unless expedited services have been quoted above.

All parts and labor are warranted for one year from delivery and installation.

Accepted by:_____ **Date:** _____

Please sign this quote and fax it back as confirmation of your order.

Commercial ELECTRONICS
DATA - VOICE - VIDEO RECORDING & MANAGEMENT SOLUTIONS

Phone: (210) 736-3119 Fax: (210) 737-1240
1318 North Brazos
San Antonio, TX 78207

Quote

No.: **4893**
Date: 10/1/2020

Prepared for: Billy Sanders
Galveston PD - 2786
Phone 409.497.6788
601 54th St., Ste. 200
Galveston, TX 77550 US

Prepared by: Bill Behar
billb@comelectronics.com
Phone 940-231-0655
Job: Hardware Refresh
Account No.: 548

Concurrent Software Support during Hardware Refresh Warranty Period

Tier III Concurrent $3,097.50

The new hardware and software on this quote will have a 1-year manufacturer's warranty. All existing software and licensing transferred from your old system to the new system is not covered under the new warranty but must be maintained separately under concurrent software support coverage.

Annual Post-warranty Maintenance Options:

Tier I - ***Remote Software Support Only*** $3,921.00

The Software Only option is a 24-hour remote maintenance and software update plan. Most problems can be corrected quickly through dial-up access into the voice logging server. If a dedicated phone line is provided, the system will also automatically report any malfunction directly to HigherGround who will then correct the problem perhaps even before it becomes evident to you. As new software features come available, they will be automatically downloaded to the system. *If a dedicated phone line is not available, a shared line could be switched as needed (perhaps a fax line), however, automatic trouble reporting could not occur.

Tier II - ***Hardware Exchange*** $5,603.36

Exchange service includes the software maintenance above and defective board / module exchange of otherwise warrantable parts. Parts identified by the customer as defective will be pre-shipped by Commercial Electronics for immediate replacement. On-site labor required to replace parts is provided by the customer.

Tier III - ***Standard Business day On-site*** $6,724.93

Standard service continues the same service as that provided during the warranty period; i.e. 24-hour monitoring*, remote* software updates and covers all system hardware as well. Most malfunctions are typically not hard equipment failures, and can be corrected by reinitializing programs remotely. However, should an otherwise warrantable failure occur to the hardware, this plan covers all parts, labor and mileage during normal business hours. Should after-hours service be required, the customer would be responsible for additional labor charges of $112.50 per hour.

Tier IV - ***24x7 On-site*** $9,838.93

Our 24-Hour service option extends the standard service to full 24-hour response for equipment failures or other situations requiring an on-site technical presence. Standard repair service is provided from 8:00 a.m. to 4:30 p.m., Monday through Friday. 24-hour service covers repair actions necessary to restore primary operation after normal business hours.

Time and Materials

If no Maintenance Agreement is chosen, Commercial Electronics will continue to provide service on a Time-and-Materials basis. Our current labor rate is $225.00 per hour plus parts and applicable mileage; after hours service is billed at time and one half, $337.50.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	RP07-20	Date Prepared:	October 1, 2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Galveston PD	Contractor:	Commercial Electronics Corp
Contact Person:	Billy Sanders	Prepared By:	Bill Behar
Phone:	409.497.6788	Phone:	210-547-2131
Fax:		Fax:	210-737-1240
Email:	BSanders@GalvestonTX.Gov	Email:	bill@comelectronics.com

Catalog / Price Sheet Name:	
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan		Description	Unit Pr	Total
		See attached quote #4893		$ -
		Chassis provide by Commercial Electronics Inc.		$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Total From Other Sheets, If Any:	$ 19,351.48
			Subtotal A:	$ 19,351.48

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			$ -
		$ -	$ -
			$ -
		$ -	$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	$ -

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0.0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Maintenance for existing software	$ 3,097.50
Instalation	$ 3,600.00
Shipping	$ 200.00
Subtotal C:	$ 6,897.50

Delivery Date:	**4-6 wks**	**D. Total Purchase Price (A+B+C):**	$ 26,248.98

City of Galveston

DEPARTMENT OF PARKS AND RECREATION
2222 – 28th Street | Galveston, TX 77550
409-797-3700

September 30, 2020

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

From: Barbara Ekelund-Sanderson
Executive Director of Community Outreach

RE: CONSIDER FOR APPROVAL THE SELECTION OF CLARK CONDON AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR SANDHILL CRANE SOCCER COMPLEX, AND ALLOW THE CITY TO ENTER INTO NEGIOTATIONS WITH THEM ON THE SCOPE OF WORK AND SERVICE FEES.

I. Background

A. The Sandhill Crane Soccer Complex is a 26-acre park facility located just beyond the end of the Seawall, at the intersection of Stewart Road and 7 Mile Road. It was opened for use in 2002, and was named in 2004 when City Council chose to name it after the Sandhill Crane birds that make their home on the West End of the Island. Existing facilities include 13 soccer fields ranging in size, a walking/jogging trail, observation deck for bird watching, basketball court, bleachers, and off-street parking lots.

B. The City's primary goal is to improve the soccer complex facilities to serve youth and adult soccer players. The City intends to develop amenities to include (but not be limited to) renovating and restructuring soccer fields, upgrading and/or installing new lighting, optimizing the existing parking lot, providing restroom facilities, and considering drainage, irrigation, seating, and shade enhancements. The City's secondary goal is to be able to use the facility as a sports tourism venue for hosting tournaments and competitions on the Island.

II. Current Situation

A. The City of Galveston advertised RFQ 20-02 – Sandhill Crane Soccer Complex Design. The Qualification period closed on July 15, 2020. Seven (7) qualified firms responded to the advertisement and submitted their Statement of Qualifications to the City for evaluation. They are as follows in order of the evaluation of qualifications (or alphabetic if evaluated equally):

i. Clark Condon
ii. TBG Partners
iii. Stantec Consulting
iv. PBK Sports
v. RPA Architects
vi. Method Architecture
vii. Design Workshop

B. The City's Scope of Services in the RFQ called for design services for needed park improvements and renovations in part to address The City's Parks, Recreation and Open Space Master Plan (adopted in 2012) that specifically identified a lack of sufficient shade structures and trees, signage, and a desire for child friendly sports programming, and the incorporation of a unique design theme to tie to the park's identity in the neighborhood. Furthermore, the respondents were asked to explore opportunities and make recommendations on the design of a park facility that is flexible in use and operation. Sustainable, low-impact development practices are encouraged, and the Respondent will be asked to explore ways to reduce construction costs, since the project may need to be completed in a Phased manner.

C. All of the firms providing a statement of qualifications were qualified to perform professional design services. Staff was tasked with determining which of those firms was the most qualified for this particular project. The firm must be able to work closely with City Staff to provide design services quickly and thoroughly. They must be familiar with the City of Galveston's unique issues. They must be sensitive and responsive to the timeline, and have the staffing capacity to handle the work load.

D. Based on evaluations by City Staff, four (4) firms were initially identified as particularly suited to respond to this project. From there, City Staff interviewed all four (4) firms virtually and re-evaluated their proposals. Based on those evaluations and the final scores, Clark Condon is recommended as the most qualified respondent. The City intends to enter into negotiations to determine the scope of work and reasonable and acceptable professional service fees.

III. Issues

Time is of the essence, and the sooner negotiations begin and conclude, the sooner the City can begin working with the firm to begin important project aspects, including receiving feedback from local partners, residents, youth organizations, etc.

IV. Alternatives in order of priority

A. Consider for approval the selection of Clark Condon as the most qualified respondent to provide design services for Sandhill Crane Soccer Complex.

B. Do not approve the request and risk delays for delivery of the project.

V. Recommendation

Approve the selection of Clark Condon as the most qualified respondent to provide design services for Sandhill Crane Soccer Complex and allow the City to enter into negotiations with them on the scope of work and service fees.

City of Galveston

DEPARTMENT OF PARKS AND RECREATION
2222 – 28th Street | Galveston, TX 77550
409-797-3700

VI. Fiscal Impact Report

Requested by:	Barbara Ekelund-Sanderson Executive Director of Community Outreach
Funding Source:	Currently, the City's Industrial Development Corporation (IDC) is forecasting to spend approximately $2.4 Million on the Complex in Fiscal Year 2021-2022 (the Fiscal year runs from October to September), and another $2 Million in Fiscal Year 2023-2024. Additional grant funding could also become available. In the alternative, the IDC Board may decide that it would like to short term finance the latter phase to fund one large project worth approximately $5 Million. This could become increasingly more attractive if a low interest rate environment remains, construction inflation continues to increase and additional grant opportunities are realized.
Costs of implementation:	To be determined. If the most qualified selection is approved, the City will negotiate with that firm for a specific scope of work with reasonable and acceptable service fees.

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Community Outreach

Approved,

Brian Maxwell
City Manager

City of Galveston

DEPARTMENT OF PARKS AND RECREATION
2222 – 28th Street | Galveston, TX 77550
409-797-3700

September 29, 2020

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

From: Barbara Ekelund-Sanderson
Executive Director of Community Outreach

RE: CONSIDER FOR APPROVAL THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $24,500.00 FROM BETTER PARKS FOR GALVESTON, FOR THREE (3) SCOREBOARDS, SPONSORED BY MOODY BANK, LOCATED IN CROCKETT PARK AT 53RD & AVENUE S.

I. Background

A. In 2018, the City of Galveston Parks and Recreation Department opened their newly renovated Crockett Park Complex, which included three (3) baseball fields, a walking trail, playground equipment, basketball court, and sand volleyball court.
B. Better Parks for Galveston, a 501(c)3 donated the backstop safety pads at the three (3) baseball fields and solicited funding for the sponsorship of three (3) scoreboards for the fields.
C. Moody Bank very generously stepped up to sponsor the three (3) scoreboards at Crockett Park Complex by donating to Better Parks for Galveston.
D. Even though the Crockett Park Complex was completed in 2018, there is still pending litigation related to construction aspects of the project.

II. Current Situation

Whether to accept the donation, in the amount of $24,500.00, from Better Parks for Galveston, for three (3) scoreboards, sponsored by Moody Bank, located in Crockett Park at 53rd & Avenue S.

III. Issues

Staff has no issues.

IV. Alternatives

A. City Council accepts a donation, in the amount of $24,500.00, from Better Parks for Galveston, for three (3) scoreboards, sponsored by Moody Bank, located in Crockett Park at 53rd & Avenue S.

B. City Council does not accept a donation, in the amount of $24,500.00, from Better Parks for Galveston, for three (3) scoreboards, sponsored by Moody Bank, located in Crockett Park at 53rd & Avenue S.

V. Recommendation

Approve the acceptance of a donation, in the amount of $24,500.00, from Better Parks for Galveston, for three (3) scoreboards, sponsored by Moody Bank, located in Crockett Park at 53rd & Avenue S.

VI. Fiscal Impact Report

Requested by:	Barbara Ekelund-Sanderson Executive Director of Community Outreach
Funding Source:	Donation - Better Parks for Galveston
Cost of Implementation	N/A
Additional Information:	This generous and valuable gift from Better Parks for Galveston and Moody Bank is a wonderful donation that will benefit baseball participants and attendees, while enhancing the quality of the fields at Crockett Park.

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Community Outreach

Approved,

Brian Maxwell
City Manager

Galveston Fire Department

STAFF REPORT

September 14, 2020

To: Dan Buckley, Deputy City Manager
Honorable Mayor and City Council Members

Subject: Consider for Approval acceptance of a grant from Galveston County for training expenses in the amount of $22,500.00.

I. Background

A. The Galveston Fire Department is a member of the Galveston County Firefighters Association.
B. As part of this membership, we are eligible for annual contract monies which come from the Galveston County Commissioner's Court to be used for fire department projects and training.

II. Current Situation

A. The current contract runs through September 30, 2020.

III. Alternatives in order of priority

A. Approve the acceptance of the grant from Galveston County to supplement the training of Galveston Fire Department personnel.
B. Do not approve the grant and forfeit the money.

IV. Recommendation

A. Accept the Grant and allocate the funds to the GFD's training account for additional training.

V. Fiscal Impact Report

Requested by	Charles Olsen Sr GFD Fire Chief
Funding Source	0100-221441-533085-422000
Grant Amount	$22,500.00

Respectfully Submitted,

Chief Charles Olsen Sr

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, Texas, acting by and through its Commissioners' Court hereinafter called "County" and the City of Galveston, Texas, acting by and through its City Commission, hereinafter called "City" or "recipient".

Whereas, Chapter 352 of the Texas Local Government Code, "County Fire Protection" and Chapter 791 of the Government Code, "Interlocal Cooperation Act," provides authority that the Commissioners' Court may contract the governing body of a municipality to provide fire protection services to locations outside of the municipalities; and

Whereas, citizens residing within unincorporated areas of the County surrounding the City's city limits are in need of obtaining the services of the City to assist them in time of need; and

Whereas, the City is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston Count the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.

2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City's city limits, regardless of the source of the request.

3. City agrees to keep a record of any runs made in response to an area in the unincorporated portions of the County, and to submit, not later than July 21, 2021, a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, 2020 to July 14, 2021. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City's run expenses will not impact the amount payable under this Contract.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.

5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.

6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.

7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the county of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.

9. During the term of this Contract, the City agrees to:

   a) Maintain membership in the Galveston County Firefighters Association,

   b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.

10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. 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 recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, national origin, sex, disability, genetic information, or veteran status.

11. Drug-Free Workplace – the City shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

12. Americans With Disabilities Act – the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

13. Nondiscrimination – the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

    Title VI of the Civil Rights Act of 1964
    Title IX of the Education Amendments of 1972
    The Rehabilitation Act of 1973, Section 503
    The Rehabilitation Act of 1973, Section 504
    The Age Discrimination Act of 1975
    The Drug Abuse Office and Treatment Act of 1972
    The Drug-Free Workplace Act of 1988

14. This Contract shall begin effective upon the execution of this document by both parties and shall terminate on September 30, 2021.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed with multiple originals signed by both parties.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

_____
Dwight D. Sullivan,
County Clerk

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell,
City Manager

ATTEST:

_____
City Secretary

Approved As To Form:

_____
City Attorney

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH GALVESTON COUNTY FOR FIRE PROTECTION SERVICES; PROVIDING FOR AN INITIAL TERM TO EXPIRE ON SEPTEMBER 30, 2021; PROVIDNG FOR RENEWAL OF TERMS; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AND RENEWAL AGREEMENTS IN SUBSTANTIALLY THE SAME FORM AS PROVIDED HEREIN; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called "the City") may jointly exercise with other local governments the power to provide governmental services for the public health and welfare, and such services include Fire Protection Services; and,

WHEREAS, citizens residing within unincorporated areas of the County surrounding the City's city limits are in need of obtaining the services of the City to assist them in time of a fire protection need or emergency; and,

WHEREAS, the City is willing to make its fire protection services available to unincorporated areas of the County; and,

WHEREAS, the City and Galveston County have entered into an Interlocal Cooperation Agreement, attached herein as **Exhibit A**, to provide fire protection services within unincorporated areas of the County surrounding the City's city limits; and,

WHEREAS, the term of this Agreement is for approximately one year and shall terminate on September 30, 2021. The Parties desire the ability to renew the Interlocal Agreement upon mutual consideration and written agreement by the Parties of the terms herein; and,

WHEREAS, the City Council finds it in the public interest to enter into an Interlocal Agreement with Galveston County in order to provide fire protection services to citizens residing within unincorporated areas of Galveston County surrounding the City's city limits.

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

SECTION 1. That the Interlocal Cooperation Agreement between the City of Galveston and the Galveston County, attached hereto as **Exhibit A**, for the provision of fire protection services to citizens residing within unincorporated areas of Galveston County surrounding the City's city limits, is hereby approved and adopted.

SECTION 2. That the City Manager is hereby authorized to execute the Interlocal Cooperation Agreement and any subsequent mutually agreed renewal between the City of

Galveston and Galveston County, in substantially the same form as attached hereto upon, final approval by the City Attorney.

SECTION 3. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM

_____
DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on _____, 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

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT

SCHOLES INTERNATIONAL AIRPORT GALVESTON

Scholes International Airport

AIRPORT ADMINISTRATION
2115 Terminal Dr | Galveston, TX 77554
www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

October 9, 2020

Honorable Mayor and Members of Council,
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval a request authorizing the City Manager to execute two separate Assignments of Lease Agreements assigning the two Leases commencing January 1, 2010, between the City of Galveston and Dewey Grinslade to LVL LLC, upon final approval by the City Attorney.

I. Background:

A. On January 1, 2010, the City of Galveston entered into two, twenty (20)-year lease agreements with two, ten (10)-year options for a total of 40-years with Jack Robinson for two lots containing 16,510 sq. ft. of land located at 2015 Terminal Drive to construct a hangar for aircraft storage and 16,510 sq. ft. of land located at 2021 Terminal Drive to construct a warehouse for aviation purposes for a total of 33,020 sq. ft. of land.

B. On January 25, 2018, the City Council approved assigning both lease agreements to Dewey Grinslade.

II. Current Situation:

A. Mr. Grinslade no longer needs an aircraft hangar and desires to sell both ground leases with the Leasehold Improvements (hangar) to LVL LLC.

B. City Council must approve the Assignments of Lease Agreements before Mr. Grinslade can proceed with the sale of these two ground leases and Leasehold Improvements (hangar).

C. Assignee agrees to assume and perform Lessee's obligations under the two Leases and to accept both Leased Premises in their present "AS IS" condition.

III. Issues:

A. Utilization – Currently, the hangar is not being fully utilized for aviation purposes. Allowing the assignment will ensure continued use of the hangar for aviation purposes, as originally intended.

IV. Alternatives:

A. City Council approves a request authorizing the City Manager to execute two separate Assignments of Lease Agreements assigning the two Leases commencing January 1, 2010, between the City of Galveston and Dewey Grinslade to LVL LLC, upon final approval by the City Attorney.

B. City Council does not approve the request.

V. Recommendation

Approve the request authorizing the City Manager to execute two separate Assignments of Lease Agreements assigning the two Leases commencing January 1, 2010, between the City of Galveston and Dewey Grinslade to LVL LLC, upon final approval by the City Attorney.

VI. Fiscal Impact Report

Requested by:	Mike Shahan Airport Director
Funding Source:	N/A
Costs of implementation:	N/A
Estimated cumulative Revenue:	N/A
Estimated annual M&O costs:	N/A
Estimated Annual Net Revenue:	N/A
Additional information:	See attached Lease Assignments

Respectfully submitted:

Mike Shahan

Mike Shahan
Airport Director

Encl. (2)

LEASE ASSIGNMENT

Effective Date: November 1, 2020, subject to approval of Lease Assignment by Lessor, as referenced in that one certain lease agreement described below.

Assignor: Dewey Grinslade

Assignee: LVL LLC

Lease: The one certain Lease Agreement, by and between The City of Galveston, as Lessor, and Dewey Grinslade, as Lessee, affecting sixteen thousand five hundred ten (16,510) square feet of land, more or less, located at 2015 Terminal Drive, City of Galveston, Galveston County, Texas, a true and correct copy of which is attached hereto and incorporated herein. The Lease Agreement is effective January 1, 2010, and executed by Lessor on February 23, 2010.

In consideration Assignee's obligations herein, Assignor assigns to Assignee Lessee's interest in the Lease. Assignee agrees to assume and perform Lessee's obligations under the Lease and to accept the Leased Premises in their present "AS IS" condition. Assignee agrees to indemnify and hold Assignor harmless against all claims that may arise after the effective date of this Assignment.

Assignor and Assignee acknowledge that this Lease Assignment is a part of an agreement between Assignor and Assignee that includes the sale of the hangar and other improvements, located on the Leased Premises. This Assignment shall not be effective unless Assignee, herein, completes the purchase of the hangar and other improvements, located on the Leased Premises.

Landlord consents to this assignment.

Assignee: LVL LLC

MF

Mark Flynn, Director

Assignee's Address:
527 21st. Street, #115
Galveston, Texas 77550

Assignor: Dewey Grinslade

Dewey Grinslade

APPROVED AS TO FORM:

CITY ATTORNEY

The City of Galveston, Landlord **Attest:**

By _____ _____

Dan Buckley, Deputy City Manager Janelle Williams, City Secretary

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of October 2020, by Dan Buckley, Deputy City Manager, City of Galveston, Texas.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 8 day of October 2020, by Mark Flynn, Director, LVL LLC.

AMANDA LONGORIA
Notary Public, State of Texas
Comm. Expires 11-16-2022
Notary ID 125851229

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF SCURRY §

This instrument was acknowledged before me on the 7th day of October 2020, by Dewey Grinslade.

Bobbie Forbes
NOTARY PUBLIC
State of Texas
Notary ID 322839-5
Commission Expires 08-17-2023

_____
NOTARY PUBLIC, STATE OF TEXAS

LEASE ASSIGNMENT

Effective Date: November 1, 2020, subject to approval of Lease Assignment by Lessor, as referenced in that one certain lease agreement described below.

Assignor: Dewey Grinslade

Assignee: LVL LLC

Lease: The one certain Lease Agreement, by and between The City of Galveston, as Lessor, and Dewey Grinslade, as Lessee, affecting sixteen thousand five hundred ten (16,510) square feet of land, more or less, located at 2021 Terminal Drive, City of Galveston, Galveston County, Texas, a true and correct copy of which is attached hereto and incorporated herein. The Lease Agreement is effective January 1, 2010, and executed by Lessor on February 23, 2010.

In consideration Assignee's obligations herein, Assignor assigns to Assignee Lessee's interest in the Lease. Assignee agrees to assume and perform Lessee's obligations under the Lease and to accept the Leased Premises in their present "AS IS" condition. Assignee agrees to indemnify and hold Assignor harmless against all claims that may arise after the effective date of this Assignment.

Assignor and Assignee acknowledge that this Lease Assignment is a part of an agreement between Assignor and Assignee that includes the sale of the hangar and other improvements, located on the Leased Premises. This Assignment shall not be effective unless Assignee, herein, completes the purchase of the hangar and other improvements, located on the Leased Premises.

Landlord consents to this assignment.

Assignee: LVL LLC

MF

Mark Flynn, Director

Assignee's Address:
527 21st. Street, #115
Galveston, Texas 77550

Assignor: Dewey Grinslade

Dewey Grinslade

APPROVED AS TO FORM:

CITY ATTORNEY

The City of Galveston, Landlord **Attest:**

By _____ _____

Dan Buckley, Deputy City Manager Janelle Williams, City Secretary

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of October 2020, by Dan Buckley, Deputy City Manager, City of Galveston, Texas.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 8 day of October 2020, by Mark Flynn, Director, LVL LLC.

AMANDA LONGORIA
Notary Public, State of Texas
Comm. Expires 11-16-2022
Notary ID 125851229

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF SCURRY §

This instrument was acknowledged before me on the 7th day of October 2020, by Dewey Grinslade.

Bobbie Forbes
NOTARY PUBLIC
State of Texas
Notary ID 322839-5
Commission Expires 08-17-2023

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
2015 Terminal Drive

CITY SECRETARY'S OFFICE
RECEIVED
FEB 02 2018
CITY OF GALVESTON

LEASE ASSIGNMENT

Effective Date: 2nd February ~~January~~, 2018, subject to approval of Lease Assignment by Lessor, as referenced in that one certain lease agreement described below.

Assignor: Jack Robinson

Assignee: Dewey Grinslade

Lease The one certain Lease Agreement, by and between The City of Galveston, as Lessor, and Jack Robinson, as Lessee, affecting sixteen thousand five hundred ten (16,510) square feet of land, more or less, located at 2015 Terminal Drive, City of Galveston, Galveston County, Texas, a true and correct copy of which is attached hereto and incorporated herein. The Lease Agreement is effective January 1, 2010, and executed by Lessor on February 23, 2010.

In consideration Assignee's obligations herein, Assignor assigns to Assignee Lessee's interest in the Lease. Assignee agrees to assume and perform Lessee's obligations under the Lease and to accept the Leased Premises in their present "AS IS" condition. Assignee agrees to indemnify and hold Assignor harmless against all claims that may arise after the effective date of this Assignment.

Assignor and Assignee acknowledge that this Lease Assignment is a part of an agreement between Assignor and Assignee that includes the sale of the hangar and other improvements, located on the Leased Premises. This Assignment shall not be effective unless Assignee, herein, completes the purchase of the hangar and other improvements, located on the Leased Premises.

Landlord consents to this assignment.

Dewey Grinslade, Assignee

Jack Robinson, Assignor

By Johanna Robinson
Johanna Robinson,
Attorney-in-Fact

The City of Galveston, Landlord

By
~~Dan Buckley, Deputy City Manager~~
City Mgr.

Attest:

Janelle Williams, City Secretary

CITY OF GALVESTON ★ 1839 ★

APPROVED AS TO FORM:

Asst. City Attorney

COG CON 18 007 B

LEASE AGREEMENT

BETWEEN

THE CITY OF GALVESTON

AND

JACK ROBINSON

2015 TERMINAL DRIVE

GALVESTON, TEXAS 77554

SCHOLES INTERNATIONAL AIRPORT
(Lease Summary)

Name of Lessee:	Jack Robinson
Nature of Business:	Hangar for aircraft storage
Date of Agreement:	January 1, 2010
Term:	Twenty (20) years
Termination Date:	December 31, 2029
Options:	Two (2), ten (10-) year options
Leasehold Description:	Sixteen thousand five hundred ten (16,510) sq. ft. of unimproved land located at 2015 Terminal Drive
Rental Fees:	One Hundred Eighty-Two Dollars and Twenty-Four Cents ($182.24) per month
Escalation Clause:	The greater of CPI-U or two and one-half percent (2.5%) annually
Utilities:	Tenant
Maintenance:	Tenant
Taxes:	Tenant
Insurance:	Tenant - General Liability – 250/500/100 on occurrence basis
Remarks:	If construction of a new hangar is not completed within one year from the commencement date of this Lease, January 1, 2011, Lease **will automatically** and **immediately** terminate unless otherwise approved in writing by the City prior to the completion date. This Lease Agreement is subject to Federal Aviation Administration (FAA) requirements, approval and review and also constitutes a public document being subject to public inspection at anytime hereafter.

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LEASE AGREEMENT

The Lease Agreement, made and entered into this day of January 1, 2010, by and between:

The City of Galveston, a Texas Municipal Corporation, hereinafter referred to as "City" and

Jack Robinson, hereinafter referred to as "Lessee."

WITNESSETH THAT:

WHEREAS, the City is the administrator of the premises known as the Scholes International Airport (the "Airport") and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, for and in consideration of the rents to be paid hereunder, the mutual promises and agreements of the parties hereinafter set forth, the City hereby leases, lets and demises to the Lessee, those certain premises located at the Airport and shown on Exhibit A, (hereinafter called "the Leased Premises") during the term of the Agreement upon the following terms and conditions:

ARTICLE 1

TERM

1.1 The term of this lease shall be for twenty (20) years commencing January 1, 2010, and ending December 31, 2029, unless sooner terminated in accordance with the provisions hereof, upon which Lessee agrees to immediately vacate the premises.

1.2 Lessee shall have the option to extend the term of this Lease for two (2) additional periods of ten (10)- years. To exercise said option, Lessee must notify Lessor in writing at least one hundred and eighty (180) days prior to the expiration of the term referenced above.

ARTICLE 2

LEASED PREMISES

2.1 The Leased Premises, shown on Exhibit A, attached hereto and made a part hereof, consists of:

(a) approximately, Sixteen thousand five hundred ten (16,510) sq. ft. of unimproved property located at 2015 Terminal Drive;

(b) any improvements now existing or to be constructed or installed thereon during the term hereof.

ARTICLE 3

USE OF LEASED PREMISES

3.1 The Lessee shall occupy and use the Leased Premises for the following purposes only, and no other, without the prior written consent of the City:

3.1.1 for the purpose of constructing a hangar for aircraft storage;

3.1.2 nothing contained in this Agreement shall give or be construed to give the Lessee any right to sell or store aviation fuel of any kind at the Airport.

ARTICLE 4

RENTAL

4.1 For use and occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the City during the period commencing on January 1, 2010, and ending December 31, 2010, a monthly base rental of One Hundred Eighty-Two Dollars and Twenty-Four Cents ($182.24).

4.1.1 Effective on the first (1st) anniversary date of this lease, January 1, 2011, and every year thereafter, the base monthly rental will increase by the greater of CPI-U or two and one-half percent (2.5%).

4.1.2 That the Lessee shall pay a sum double the rental amount as stated in Article 4.1 above, as and for the rent due for the first and last months with respect to any new tenant(s) is hereby acknowledged.

4.2 The monthly rent, as well as any additional rents set forth herein, shall be paid on the first day of each month, in advance, at the office of the Airport Director or at such other office as may be directed in writing by the City.

4.3 If any monthly rental payment is not paid on or before the tenth (10th) day of each month, such payment shall bear interest at ten percent (10%) per annum.

4.4 In addition to the other rents and fees set forth in this Lease, and beginning the effective date of this lease, Lessee, as further consideration for the premises, agrees to improve and renovate the premises as follows:

(a) construction of a hangar for aircraft storage;

(b) Lessee shall complete all such improvements no later than January 1, 2011.

(c) Failure of the Lessee to complete all such improvements by January 1, 2011, shall constitute an **immediate** breach of this Lease, unless otherwise approved in **writing** by the City prior to the completion date.

ARTICLE 5

ACCEPTANCE, CARE, MAINTENANCE

IMPROVEMENTS AND REPAIR

5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises "as is," in its present condition and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the Texas Alcoholic Beverage Commission and those laws imposed by the County Health Department and by Ordinances of the City and suitableness and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises.

5.2 Lessee shall, throughout the term of this Agreement, assume the entire responsibility, cost and expense for all normal repair and maintenance whatsoever on the Leased Premises in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

(a) keep at all times, in a clean and orderly condition and appearance, the Leased Premises;

(b) repair any damage to the pavement, other than that of normal wear and tear, caused by any agent, employee, representative or business invitee of the Lessee.

5.3 In the event the Lessee fails:

(a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of twenty (20) days after written notice from the City to do maintenance or repair work required to be done under the provisions of this Agreement other than preventive maintenance;

(b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only;

(c) or to diligently continue to complete any repairs, replacements, rebuilding, painting or repainting as required under the Agreement;

then the City may, at its option and in addition to any other remedies which may be available to it, enter the premises involved without such entering causing or constituting a cancellation or breach of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or repaint all or any part of the Leased Premises or the improvements thereon and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided however, if, in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages or injuries arising as a result therefrom. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises unless specifically stated otherwise herein.

5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements") undertaken by the Lessee shall not be commenced without prior written consent of the City. The City shall advise Lessee within twenty (20) days after receipt of the written request of its approval or disapproval of the proposed work, and in the event it disapproves, the City shall state its reasons for disapproval.

5.4.1 Lessee agrees to begin construction and to use its best efforts to complete the construction of improvements within one (1) year of the lease commencement date (January 1, 2011), weather permitting.

5.5 Nothing in this lease shall be construed as an agreement by the City to waive any lien the City may have, constitutionally, statutory or contractually, upon any leasehold improvements on the property of Lessee nor to make any agreement to subordinate any such lien to the lien(s) or claims of any third party.

5.6 Prior to termination of this lease, all improvements shall be the property of Lessee and as such they may be subject to City liens. However, regardless of how this lease is terminated, at the termination of the lease – but not before – Lessor shall become the title owner of all improvements constructed by the Lessee that remain upon the Leased Premises (excluding fuel tanks and personal property). A consensual sublease shall not constitute termination. Prior to termination of this lease, Lessee shall be liable for any taxes attributable to the leasehold. However, it is specifically agreed between the parties that upon termination or cancellation of this Agreement, **at the option of the City**, any and all improvements constructed or to be constructed upon the Leased Premises may be removed and the premises restored to pre-lease condition **at the sole cost and expense**

of the Lessee. Failure of Lessee to pay the expense of removal and restoration, if City elects to have the improvements removed, shall constitute a breach of this lease for which Lessee is liable. The City shall not be liable to Lessee or Lessee's contractors or subcontractor's sublessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6

ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall not produce any disturbances on any Airport property that interferes with the operation by the City or the Federal Aviation Administration of air navigational communications or flight equipment on the Airport.

6.2 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitee and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remedy the objection.

6.3 Lessee shall comply with all laws and regulations promulgated by the Federal, State, County, City and Airport authorities applicable to the Leased Premises and its operations at the Airport.

6.4 Lessee shall comply with all present and future written instructions of the City in disposing of its trash and refuse at Lessee's expense and shall use a system of refuse disposal approved by the City.

6.5 Lessee shall not commit nor permit to be done anything, which may result in the commission of a nuisance, waste or injury on the Leased Premises.

6.6 Lessee shall not do nor permit to be done anything which may interfere with the effectiveness of accessibility of the drainage system, sewerage system, fire hydrants and hoses, if any, installed or located on or near the Leased Premises.

6.7 Lessee shall comply with Federal Air Regulations and the Airport Security Plan. Lessor shall cooperate with Lessee's extraordinary security needs that could include camera towers, special enclosures or special fencing requirements, but Lessee shall pay all costs including labor.

6.8 Lessee shall not commit nor permit to be done any act or thing upon the Leased Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

6.9 Lessee shall not sublet or subcontract to any other person or business entity involved in any of the above-listed activities without the prior written permission of the City. This provision does not prohibit an individual aircraft owner from doing maintenance and repairs on the individual's aircraft.

6.10 Lessee shall, to the extent possible, limit noise caused by aircraft engine operation. Lessee shall conduct its operations in a manner as to keep the noise produced by aircraft engines and components parts, or any other noise, to a minimum by the use of such methods or devices as practicable. In no event, shall Lessee use less than those devices or procedures that are required by the Federal, State or Local law for noise control. In addition, Lessee shall use its best effort to minimize prop or jet blast interference to aircraft operating on or adjoining the Leased Premises, buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises.

6.11 During the term of this Lease, and for one year thereafter, Lessee shall permit the City to examine and audit Lessee's records and books of accounts.

ARTICLE 7

INGRESS AND EGRESS

7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways to be used in common with others having rights of passage thereon except when the Airport is closed to the public.

7.2 The use of any such roadway shall be subject to the present and future rules and regulations of the Airport. The City may at any time, temporarily or permanently, close or consent to or request the closing of any such roadway and any other way at, in or near the Leased Premises presently or hereafter used as such so long as a reasonable means of ingress and egress, as provided above, remains available to the Lessee. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

7.3 In the event of an emergency, as determined by the Airport Director, the City is not required to provide notice to Lessee before the closing of any roadway or other premise.

ARTICLE 8

INSURANCE, DAMAGE OR DESTRUCTION

8.1 In the event the improvements made to the Leased Premises are damaged or destroyed by fire or by reason of any act or omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect. Lessee shall repair or reconstruct all

improvements that are damaged or destroyed in accordance with all current laws and regulations and in a good workmanlike manner at Lessee's own cost and expense.

ARTICLE 9

LIABILITIES AND INDEMNITIES

9.1 The City shall not in any way be liable for any cost, liability, claim, cause of action, damage or injury occurring on the Leased Premises or the Airport as a result of any operations, works, acts or omissions performed by Lessee or its agents, including, but not limited to, any claim arising from the sale, consumption or distribution of alcoholic beverages.

9.2 **Lessee agrees to defend, save and hold harmless the City (its officers, agents, servants, employees and invitees) of and from any and all costs, and specifically to pay all judgments against the City or settlements entered by or on behalf of the City for damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to or death of any person or persons and damage to, destruction or loss of use of any and all property (including City personnel and City property) directly or indirectly arising from or resulting from any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants. THIS PARAGRAPH APPLIES EVEN IF THE CITY WOULD OTHERWISE BE RESPONSIBLE FOR DAMAGES BECAUSE OF THE CITY'S OWN NEGLIGENT ACTS OR JOINT NEGLIGENT ACTS WTIH LESSEE. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify, be financially responsible for, and to reimburse the City**

and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense may participate in the legal defense of any such claim.

9.3 In addition to Lessee's undertaking, as stated in this Article, and as an additional means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect public liability insurance coverage with the City as a named insured as set forth in Exhibit B, attached hereto and made a part hereof. Such insurance shall be on an occurrence basis. In this connection, Lessee agrees to require its contractors doing work on the Airport and Lessee's tenants and sublessees to carry adequate insurance coverage and, if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as an additional named insured.

9.3.1 The City reserves the right to increase the minimum liability insurance, set forth in Exhibit "B," whenever the liability of the City under the Texas Tort Claims Act increases, or in the City's opinion, the risks attendant to Lessee's operations hereunder have increased.

9.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Lease Agreement. **The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and for any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any**

patent, trademark or copyright or arising from any alleged or actual or unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

9.5 **The Lessee represents and warrants that no broker has been concerned on its behalf in negotiation of this Agreement between the City of Galveston and Lessee and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall pay and save harmless the City of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or part upon any act or omission of the Lessee, as well as any commissions due from the broker to Lessee.**

ARTICLE 10

RULES AND REGULATIONS

10.1 From time to time, the City may adopt and enforce rules and regulations with respect to the occupancy and use the Airport. Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State and Municipal rules and regulations as they now read or are hereinafter amended and to require its officers, agents, employees, contractors and suppliers to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such City rules and regulations.

ARTICLE 11

SIGNS

11.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided however, the subject matter, type, design, number, location and elevation of such sign and whether lighted or unlighted shall be subject to and in accordance with the written approval of the City. No sign will be approved that may be confusing to aircraft pilots, automobile drivers or other traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the City.

ARTICLE 12

ASSIGNMENT AND SUBLEASE

12.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof or any rights created thereby without the prior written consent of the City, and such consent shall not be unreasonably withheld. As a condition of any assignment, the City may require Lessee to disclose all terms of the assignment including, but not limited to, financial information and terms of the assignment. In the event this Agreement is assigned, Lessee agrees to require any Assignee to comply with all terms of this Lease Agreement. Lessee shall require any Assignee to provide to Lessor proof of insurance and all insurance renewals.

12.2 Lessee shall not sublease the premises or any part of the premises and shall not grant any right or privilege to any person or legal entity to occupy or use the premises or any portion of the premises, without the prior written consent of the City, and such consent shall not be unreasonably withheld. Such consent by the City to an employee, agent or sub entity of

Lessee shall not constitute a sublease for purposes of this agreement. Termination of this Lease Agreement shall automatically terminate all rights of any person occupying or using the Leased Premises.

12.3 Any assignment of this Agreement must be approved by City Council, and such consent shall not be unreasonably withheld. Such approval shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder including, but not limited to, the payment of all sums due and to become due by Lessee under the terms hereof.

12.3.1 A conveyance or assignment without the City's written consent will terminate this Agreement.

12.4 If the Lessee assigns, sells, conveys, transfers, mortgages or pledges this Agreement or sublets any portion of the Leased Premises in violation of the terms of this Agreement, or if the Leased Premises are occupied by anyone other than the Lessee, its agents, representatives, guests and/or invitees, the City may collect from any assignee, sublessee or the person who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by such assignee, sublessee or other person and may apply the net amount collected to the rents herein reserved and no such collection shall be deemed a waiver by the City of the agreements contained in this Article nor of acceptance by the City of any assignee, claimant or occupant nor as a release of the Lessee by the City from the further performance by the Lessee of the agreements contained herein.

ARTICLE 13

CONDEMNATION

13.1 It is further agreed and stipulated that if the whole or any part of the Leased Premises shall be taken by any public authority for any public use to such extent that the ability of the Lessee to operate his business will be substantially impaired or frustrated, then this Lease shall terminate. From the time when possession of the whole or part so taken shall be required for public use and the rents properly proportioned shall be paid up until that time and the Lessee whether it elects or not that this Lease shall terminate shall not claim or be entitled to any part of the award to be made for damages or such taking for public use, except however, that Lessee may prove and collect from the condemning authority the value of any improvements erected or made to the premises by Lessee which may be provable against the condemning authority and such taking shall not be deemed a breach of any covenant for quiet enjoyment and further, should Lessee not elect that this Lease terminate, the obligations and liabilities of Lessee upon its covenants herein contained shall continue in all respects, notwithstanding such taking for public use.

ARTICLE 14

NONDISCRIMINATION

14.1 Lessee, its heirs, personal representatives, successors in interest and assigns, agrees as a covenant running with the land all facilities on the Leased Premises shall be maintained and operated in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of

Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

14.2 Lessee, for itself, its personal representatives, successors of interest and assigns, agrees as a covenant running with the land that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination as defined by Federal law in the use of the Leased Premises; (2) no person shall be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination as defined by Federal law, in construction of any services on the Leased Premises; (3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

14.3 Lessee assures that it will undertake an affirmative action program as required by Title 14 of the Code of Federal Regulations, Part 152, Subpart E. Lessee assures it will require that its covered suborganization provide assurances to the Lessee that they will similarly undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, to Subpart E (and as said Regulations may be amended), to the same effect.

14.4 That in the event of breach of any of the preceding nondiscrimination covenants, the City of Galveston shall have the right to terminate the license, lease, permit, etc., and to re-

enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

14.5 During time of war or national emergency, the City shall have the right to lease the landing area or any part thereof, to the United States Government for military or naval use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the Lease to the Government, shall be suspended.

14.6 In this connection, the City reserves the right to take whatever action it may be entitled to by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which continuing after notice by the City to cease and desist will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein or take any action that it deems necessary to enforce compliance herewith.

14.7 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

14.8 **The Lessee shall pay, defend, and hold harmless the City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse the City for any loss or expense incurred by reason of such noncompliance.**

ARTICLE 15

GOVERNMENTAL REQUIREMENTS

15.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises, which may be necessary for the Lessee's operations.

15.2 Without waiving any right to protect any assessment or to claim any exception to which Lessee may be entitled by law, the Lessee shall pay taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises, leasehold interest or operations hereunder or on the gross receipts or income to Lessee therefrom and shall make all applications, reports and returns required in connection therewith.

ARTICLE 16

RIGHTS OF ENTRY RESERVED

16.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy or security requirements of the Leased Premises.

16.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnisher of utilities and other services, shall have the right at its own cost and expense whether for its own benefit or for the benefit of other than the Lessee at the Airport to maintain existing and future utility, mechanical, electrical and other systems to enter upon the Leased Premises at all reasonable times to make such

repairs, replacements or alterations thereto as may in the opinion of the City be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Leased Premises, such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee.

16.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property as directed by the City or said utility company in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property, after direction from the City or said utility company to do so, the City or the utility company may move it and the Lessee hereby agrees to pay the cost of such moving upon demand and, further, Lessee hereby waives any claim for damages as a result therefrom except for claims for damages arising from the City's sole negligence.

16.4 At any reasonable time and from time to time during the ordinary business hours, the City, by its officers, agents and employees whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

16.5 The exercising of any or all of the foregoing rights by the City or others under right of the City shall not be construed to be an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim for demand for damages, consequential or otherwise.

ARTICLE 17

ADDITIONAL RENTS AND CHARGES

17.1 Except as provided in Section 5.3 (b), in the event Lessee fails within twenty (20) days after receipt of written notice from the City to perform or commence to perform any obligation required herein to be performed by Lessee, the City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge, in addition to other amounts. If Lessee's failure to perform any such obligations endangers the safety of the public or employees or property of the Airport and the City so states in its notice to Lessee, the City may perform such obligations of Lessee at any time after the giving of such notice and charge to the Lessee the reasonable cost and expense thereof, which Lessee shall pay upon demand.

17.2 If the City elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of Lessee including interest at the maximum lawful

rate, together with all costs, damages and penalties including, but not limited to, reasonable attorney's fees. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

ARTICLE 18

DEFAULT

18.1 In the event Lessee breaches any term or provision of this Lease including, but not limited to, the obligation to pay rent as when due, the City shall have the right to terminate this Lease upon giving Lessee ten (10) days notice to cures such default (except as otherwise provided in Section 5.3 above and Section 18.2 below). If Lessee shall not have cured its default within said ten (10) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated and Lessee shall at once quit the Premises taking only such personalty or fixtures as the City may authorize to be removed. The foregoing rights and remedies are given to the City in addition to any other and further rights granted to the City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future times.

18.2 Failure to maintain the proper insurance coverage required under this Lease or failure to provide proof of coverage including proof of all renewals and changes in coverage, shall constitute a material breach of this lease agreement if the default continues past one (1) business day after written demand by the City to cure the default. In the event there is a

lapse in coverage, the City may purchase the required insurance and Lessee hereby agrees to reimburse the City for the cost of the obtained said insurance.

18.3 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in or become a part of the Leased Premises as security for rent due and to become due for the remainder of the current lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of or in any way affect the statutory lessor's lien is given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold, re-enter and re-let the premises as provided herein, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter before the City Manager or his designee, may take possession of all of Lessee's property on the premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time that any private sale is to be made, for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing, and selling, then to the payment of any rent or any sum due from Lessee, with the balance, if any, to be paid to Lessee.

18.4 Should Lessee default on this lease, and Lessor be required to bring a judicial proceeding to evict Lessee, to collect back rent or to remedy any breach of this lease, Lessee shall be responsible for attorneys fees and costs of prosecution.

ARTICLE 19

TERMINATION BY LESSEE

19.1 In addition to any other right of cancellation herein given to Lessee or any other rights to which it may be entitled by law, equity or otherwise as long as Lessee is not in default in payment to the City of any amounts due the City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder by giving the City thirty (30) days advance written notice upon or after the happening of the following events:

19.1.1 Issuance by a court of competent jurisdiction of any injunction which prevents Lessee's using and occupying the entirety of the Leased Premises for the conduct of Lessee's business operations on the Airport and which injunction has or will remain in force permanently following exhaustion of all appeals. However, if such injunction was necessitated by or issued as a result of an act or omission of Lessee, then Lessee may not terminate this Lease under the terms of this paragraph.

19.1.2 The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and its facilities or any substantial part thereof in such a manner as to substantially restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

19.1.3 Lessee determines that it no longer requires the property covered by this Agreement to support its operations.

19.2 **Articles 22 and 23 do not apply to a termination under this Article.**

ARTICLE 20

SURRENDER AND RIGHT OF RE-ENTRY

20.1 Upon the cancellation or termination of this Agreement to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they were at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee, save and except;

(a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance;

(b) obsolescence in spite of repair; and

(c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City.

Upon such cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and additions thereto or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement at the City's election. Furthermore, upon such cancellation or termination and for a reasonable time thereafter (not exceeding twenty (20) days after such cancellation or termination) and for which period Lessee will pay to the City current lease rental(s) or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided that Lessee repairs all damage that might be occasioned by such removal and restores the site to the condition above required.

ARTICLE 21

SERVICES TO LESSEE

21.1 To the extent that Airport funds are available, the City covenants and agrees that during the term of the Agreement, it will use its best efforts to operate the Airport as such for the use and benefit of the public, provided, however, that the City may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair. The City agrees further to use its best efforts to keep in good repair hard-surfaced public roads for access to the Leased Premises and likewise to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee, in accordance with City Ordinances governing the same.

21.2 Lessee will contract with and obtain all required permits from the appropriate City departments for any utility services provided by the City and construction privileges or requirements paying the required connection fees, including those otherwise to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.

ARTICLE 22

SURVIVAL OF THE OBLIGATION OF THE LESSEE

22.1 In the event that the Agreement shall have been terminated, in accordance with a notice of termination, as provided in Article 18 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession

and shall remain in full force and effect for the full term of this Agreement and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent at the same time or times and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency, less the proper discount for the entire unexpired term of the Agreement.

22.2 The amount of damages for the period of time subsequent to the termination or re-entry, regaining or resumption of possession on account of the Lessee's rental obligations shall be the sum of the following: plus

22.2.1 The amount of the total of all installments thereof payable prior to the effective date of termination, except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month that the Agreement remains in effect on the basis of the total days in the month; plus

22.2.2 An amount equal to all expenses incurred by the City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 23

USE SUBSEQUENT TO CANCELLATION OR TERMINATION

23.1 The City upon termination or cancellation pursuant to Article 18 hereof may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the

right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of only part of the Leased Premises or of the entire Leased Premises together with other premises and for a period of time the same as or different from the balance of the term hereunder remaining from those set forth in this Agreement.

23.2 The City shall also upon said termination or cancellation or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement without affecting, altering or diminishing the obligations of the Lessee hereunder provided that any structural changes shall not be at Lessee's expense.

23.3 In the event either of use by other or of any actual use and occupancy by the City, there shall be credited to the account of the Lessee against its survived obligations, hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portions thereof during the balance of the term of use and occupancy the same as is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as the City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder. The City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 24

LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

24.1 Except for the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement or by any provisions thereof than the rights and privileges expressly and specifically granted hereby.

ARTICLE 25

NOTICES

25.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing and shall be deemed sufficiently given when same is deposited in the United States Mail with sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City:
Airport Director
Scholes International Airport
P.O. Box 3266
Galveston, Texas 77552

With a Copy to:
City Attorney
City of Galveston
P.O. Box 779
Galveston, Texas 77553

To Lessee:
Jack Robinson
801 E. Beach Drive
Unit TW2806
Galveston, Texas 77550

25.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 26

HOLDING OVER

26.1 No holding over by Lessee after the termination of this lease shall serve to extend or renew this Lease for any further term whatsoever, but Lessee will by such holding over become the tenant at will of the City and after written notice by the City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

26.2 Any holding over by Lessee beyond the twenty (20) day period permitted for removal of fixtures (as permitted under paragraph 20.1, without the written consent of the City, shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the Lease.

26.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee or any of Lessee's sublessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 27

INVALID PROVISIONS

27.1 The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof so long as the remainder shall constitute an enforceable Agreement.

ARTICLE 28

MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive

28.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City or Lessee at law or in equity and the exercising of any remedy or the existence herein of other remedies, payments, reimbursements or indemnities shall not prevent the exercising of any other remedy.

Non-Waiver of Rights

28.2 The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, conditions or agreement herein by the other party shall not operate as a waiver of the exercising of such right or rights in the event of any subsequent breach by such other party, nor shall the other party be relieved thereby from its obligations under the terms hereof.

Force Majeure

28.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, provided, however, that this Section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Public Officials

28.4 No officer, official, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement or of any supplement,

modification or amendment to this Agreement on account of any breach or because of his or her execution of this Agreement.

Quiet Enjoyment

28.5 The City covenants that as long as Lessee is not in default of any provisions of this Agreement, Lessee shall and may peaceably and quietly, have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner cancelled as provided in this Agreement.

General Provisions

28.6 Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or use other than those authorized by this Agreement.

28.7 This Agreement shall be performable and enforceable in the City and County of Galveston, Texas, and shall be construed in accordance with the laws of the State of Texas.

28.8 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns and is not made for the benefit of any third party.

28.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

28.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

28.11 The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

28.12 Nothing herein contained shall create or be construed to creating a co-partnership between the City and the Lessee or constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 29

SUBORDINATION CLAUSES

29.1 This Agreement is subject and subordinate to the following:

29.1.1 The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use of or access to the Leased Premises.

29.1.2 The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which in the opinion of the City would limit the usefulness of the Airport or constitute a hazard to aircraft.

29.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.

29.1.4 During time of war or national emergency, the City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use. If this Agreement, insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, such suspension shall not extend the term of this

Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

29.1.5 Because the Leased Premises is situated upon a public airport, Lessee's rights in the airspace above the Leased Premises are limited to those rights granted pursuant to Federal Aviation Administration rules, regulations and orders as promulgated and amended from time to time.

ARTICLE 30

ENTIRE AGREEMENT

30.1 The Agreement consists of Articles 1 (one) through 30 (thirty) inclusive and Exhibits "A," "B," and "C."

30.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

EXECUTED on this 23rd day of February, 2010

IN WITNESS WHEREOF, the Lessor hereto has executed this Agreement on the day and year written above.

ATTEST:

(City Secretary)

CITY OF GALVESTON
LESSOR

By: _____
(City Manager)

APPROVED AS TO FORM:

(City Attorney)

ATTEST:

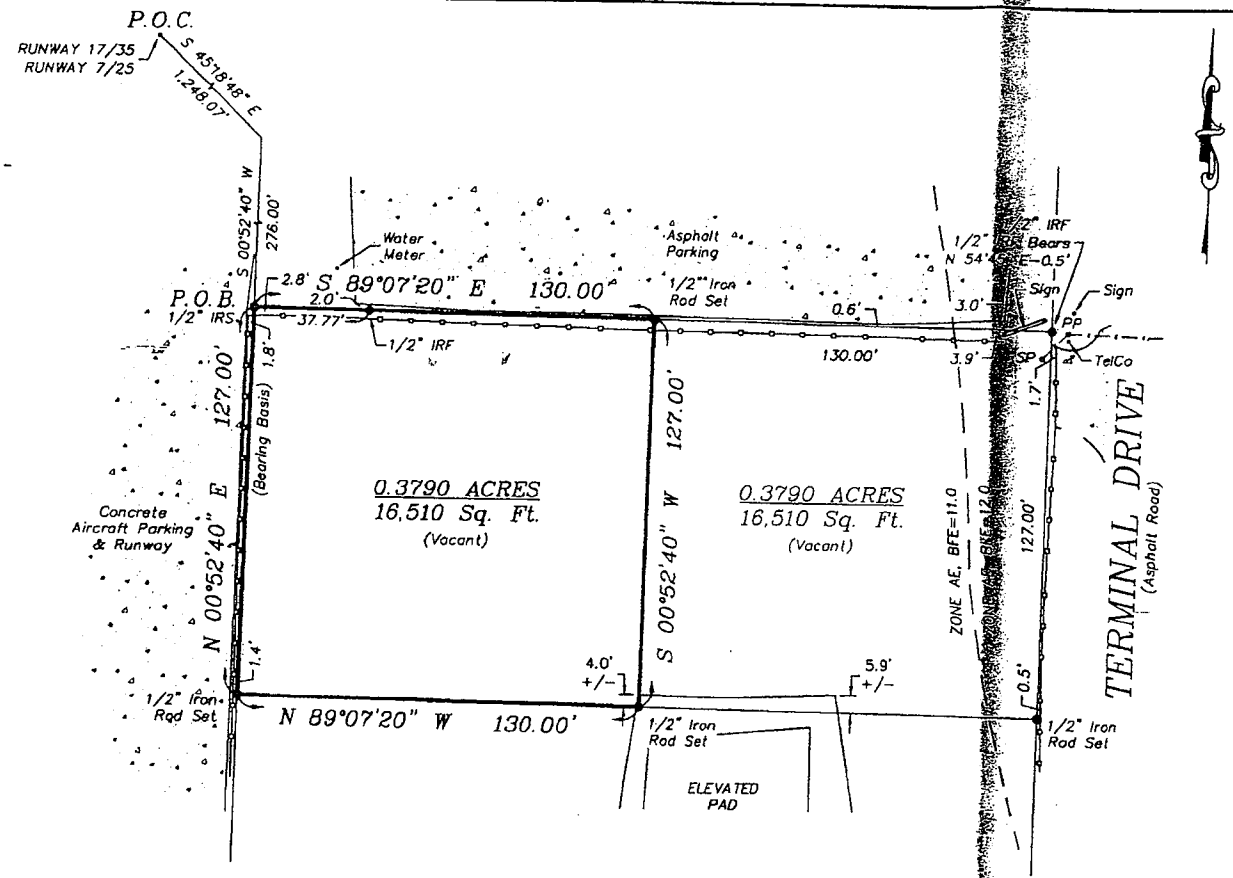
Secretary for
~~Jack Robinson~~

JACK ROBINSON
LESSEE

By: _____
Lessee

JACK ROBINSON, OWNER
Printed Name and Title

EXHIBIT "A"



SURVEY OF

THE PROPERTY LOCATED OFF TERMINAL DRIVE AND BEING MORE PARTICULARLY DESCRIBED AS SHOWN BELOW.

A TRACT OF LAND CONTAINING 0.3790 ACRES (16,510 SQUARE FEET) SITUATED WITHIN LOTS 157, 158, 160, 161 AND 172, SECTION ONE OF THE TRIMBLE AND LINDSEY SURVEY, SAID TRACT OF LAND ALSO BEING LOCATED WITHIN THE CITY OF GALVESTON, SCHOLES AIRPORT, CITY AND COUNTY OF GALVESTON, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, BEING THE INTERSECTION OF RUNWAY 17/35 AND RUNWAY 7/25;

THENCE S 45°18'48" E, A DISTANCE OF 1,248.07 FEET TO AN ANGLE POINT;

THENCE S 00°52'40" W, A DISTANCE OF 276.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE PLACE OF BEGINNING OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE S 89°07'20" E, PASSING AT 37.77 FEET A 1/2 INCH IRON ROD FOUND FOR REFERENCE, CONTINUING IN ALL A TOTAL DISTANCE OF 130.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE S 00°52'40" W, A DISTANCE OF 127.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE N 89°07'20" W, A DISTANCE OF 130.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE N 00°52'40" E, A DISTANCE OF 127.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.3790 ACRES OR (16,510 SQUARE FEET) OF LAND, MORE OR LESS.

FLOOD STAMP

IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY-PANEL NO. 485469 0023, MAP REVISED DEC. 2, 2002, THIS PROPERTY DOES LIE WITHIN A FLOOD PLAIN. BASE FLOOD ELEVATIONS AS SHOWN ON SURVEY.

SCALE: 1" = 40'
DATE SURVEYED: DEC. 3, 2009

JOB NO. 08-1585-C

TO: SCHOLES INTERNATIONAL AIRPORT, EXCLUSIVELY.

I, Todd J. Slaton, Registered Professional Land Surveyor No. 5082, do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Land Surveying minimum standards adopted September 1, 1992; the size, location and types of improvements are shown with setback dimensions where applicable. There are no apparent visible encroachments, conflicts or protrusions except as shown. All easements shown are per the reference plat unless noted otherwise. This plat was prepared specifically for the transaction referenced above. The undersigned assumes no responsibility for any other use. Certification shown below is revoked and this survey is null and void if this document is altered in any manner, or does not bear an original seal and signature of Todd J. Slaton in blue ink.

By: Todd J. Slaton
Todd J. Slaton, Registered Professional Land Surveyor No. 5082

12/4/09
Date:

STATE OF TEXAS REGISTERED TODD J. SLATON 5082 PROFESSIONAL LAND SURVEYOR

TRUE MERIDIAN
P.O. BOX 566 PEARLAND, TEXAS 77588-0566
OFFICE (281-412-0149) FAX (281-412-5390)
E-MAIL truemerid@sbcglobal.net

EXHIBIT B

The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the terms of this lease agreement insurance policies issued by an insurance carrier licensed to do business in the State of Texas, naming the City as an additional insured and providing for:

1. $250,000 for each person and $500,000 for each single occurrence for bodily injury or death.
2. $100,00 for each single occurrence for injury to or destruction of property

Such insurance shall be occurrence based. The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the Lessee or carrier issuing the certificate shall notify the City ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insured policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.

EXHIBIT C

IMPROVEMENTS

In addition to the other rents and fees set forth in this Lease, and beginning the effective date of this Lease, Lessee, as further consideration for the premises, agrees to improve and renovate the premises and make expenditures as follows:

(a) construction of a hangar for aircraft storage located at 2015 Terminal Drive;

(b) Lessee shall complete all such improvements no later than January 1, 2011;

(c) Failure of the Lessee to complete all such improvements by January 1, 2011, shall constitute an **immediate** breach of the Lease, unless otherwise approved in writing by the City prior to completion date.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-311190

Date Filed:
02/07/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dewey Grinslade
Snyder, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston Tx.

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-18-007-B
Lease assignment between Jack Robinson and Dewey Grinslade by the City of Galveston TX.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grinslade, Dewey	Snyder, TX United States	X	

CITY SECRETARY'S OFFICE
RECEIVED
FEB - 7 2018
CITY OF GALVESTON

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dewey Grinslade, and my date of birth is 04-03-1950.

My address is PO Box 247 (street), Snyder (city), Tx. (state), 79550-0247 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Scurry County, State of Tx., on the 7th day of Feb. (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-311190

Date Filed:
02/07/2018

Date Acknowledged:
02/08/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dewey Grinslade
Snyder, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston Tx.

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-18-007-B
Lease assignment between Jack Robinson and Dewey Grinslade by the City of Galveston TX.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grinslade, Dewey	Snyder, TX United States	X	

CITY SECRETARY'S OFFICE
RECEIVED
FEB - 6 2018
CITY OF GALVESTON

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A
2021 Terminal Drive

CITY SECRETARY'S OFFICE
RECEIVED
FEB 02 2018
CITY OF GALVESTON

LEASE ASSIGNMENT

Effective Date: 2nd, ~~January~~ February, 2018, subject to approval of Lease Assignment by Lessor, as referenced in that one certain lease agreement described below.

Assignor: Jack Robinson

Assignee: Dewey Grinslade

Lease The one certain Lease Agreement, by and between The City of Galveston, as Lessor, and Jack Robinson, as Lessee, affecting sixteen thousand five hundred ten (16,510) square feet of land, more or less, located at 2021 Terminal Drive, City of Galveston, Galveston County, Texas, a true and correct copy of which is attached hereto and incorporated herein. The Lease Agreement is effective January 1, 2010, and executed by Lessor on February 23, 2010.

In consideration Assignee's obligations herein, Assignor assigns to Assignee Lessee's interest in the Lease. Assignee agrees to assume and perform Lessee's obligations under the Lease and to accept the Leased Premises in their present "AS IS" condition. Assignee agrees to indemnify and hold Assignor harmless against all claims that may arise after the effective date of this Assignment.

Assignor and Assignee acknowledge that this Lease Assignment is a part of an agreement between Assignor and Assignee that includes the sale of the hangar and other improvements, located on the Leased Premises. This Assignment shall not be effective unless Assignee, herein, completes the purchase of the hangar and other improvements, located on the Leased Premises.

Landlord consents to this assignment.

Dewey Grinslade, Assignee

Jack Robinson, Assignor

By Johanna Robinson
Johanna Robinson,
Attorney-in-Fact

The City of Galveston, Landlord

By
~~Dan Buckley~~, Deputy City Manager
City Manager

Attest:

Janelle Williams, City Secretary

CITY OF GALVESTON ★ 1839 ★

APPROVED AS TO FORM:

Asst. City Attorney

COG CON 18 007 A

LEASE AGREEMENT

BETWEEN

THE CITY OF GALVESTON

AND

JACK ROBINSON

2021 TERMINAL DRIVE

GALVESTON, TEXAS 77554

SCHOLES INTERNATIONAL AIRPORT
(Lease Summary)

Name of Lessee:	Jack Robinson
Nature of Business:	Construction of a warehouse for aviation purposes
Date of Agreement:	January 1, 2010
Term:	Twenty (20) years
Termination Date:	December 31, 2029
Options:	Two (2), ten (10-) year options
Leasehold Description:	Sixteen thousand five hundred ten (16,510) sq. ft. of unimproved land located at 2021 Terminal Drive
Rental Fees:	One Hundred Eighty-Two Dollars and Twenty-Four Cents ($182.24) per month
Escalation Clause:	The greater of CPI-U or two and one-half percent (2.5%) annually
Utilities:	Tenant
Maintenance:	Tenant
Taxes:	Tenant
Insurance:	Tenant - General Liability – 250/500/100 on occurrence basis
Remarks:	If construction of a warehouse for aviation purposes is not completed within one year from the commencement date of this Lease, January 1, 2011, Lease **will automatically** and **immediately** terminate unless otherwise approved in writing by the City prior to the completion date. This Lease Agreement is subject to Federal Aviation Administration (FAA) requirements, approval and review and also constitutes a public document being subject to public inspection at anytime hereafter.

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LEASE AGREEMENT

The Lease Agreement, made and entered into this day of January 1, 2010, by and between:

The City of Galveston, a Texas Municipal Corporation, hereinafter referred to as "City" and

Jack Robinson, hereinafter referred to as "Lessee."

WITNESSETH THAT:

WHEREAS, the City is the administrator of the premises known as the Scholes International Airport (the "Airport") and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, for and in consideration of the rents to be paid hereunder, the mutual promises and agreements of the parties hereinafter set forth, the City hereby leases, lets and demises to the Lessee, those certain premises located at the Airport and shown on Exhibit A, (hereinafter called "the Leased Premises") during the term of the Agreement upon the following terms and conditions:

ARTICLE 1

TERM

1.1 The term of this lease shall be for twenty (20) years commencing January 1, 2010, and ending December 31, 2029, unless sooner terminated in accordance with the provisions hereof, upon which Lessee agrees to immediately vacate the premises.

1.2 Lessee shall have the option to extend the term of this Lease for two (2) additional periods of ten (10)- years. To exercise said option, Lessee must notify Lessor in writing at least one hundred and eighty (180) days prior to the expiration of the term referenced above.

ARTICLE 2

LEASED PREMISES

2.1 The Leased Premises, shown on Exhibit A, attached hereto and made a part hereof, consists of:

(a) approximately, sixteen thousand five hundred ten (16,510) sq. ft. of unimproved property located at 2021 Terminal Drive;

(b) any improvements now existing or to be constructed or installed thereon during the term hereof.

ARTICLE 3

USE OF LEASED PREMISES

3.1 The Lessee shall occupy and use the Leased Premises for the following purposes only, and no other, without the prior written consent of the City:

3.1.1 for the purpose of constructing a warehouse for aviation purposes;

3.1.2 nothing contained in this Agreement shall give or be construed to give the Lessee any right to sell or store aviation fuel of any kind at the Airport.

ARTICLE 4

RENTAL

4.1 For use and occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the City during the period commencing on January 1, 2010, and ending December 31, 2010, a monthly base rental of One Hundred Eighty-Two Dollars and Twenty-Four Cents ($182.24).

4.1.1 Effective on the first (1st) anniversary date of this lease, January 1, 2011, and every year thereafter, the base monthly rental will increase by the greater of CPI-U or two and one-half percent (2.5%).

4.1.2 That the Lessee shall pay a sum double the rental amount as stated in Article 4.1 above, as and for the rent due for the first and last months with respect to any new tenant(s) is hereby acknowledged.

4.2 The monthly rent, as well as any additional rents set forth herein, shall be paid on the first day of each month, in advance, at the office of the Airport Director or at such other office as may be directed in writing by the City.

4.3 If any monthly rental payment is not paid on or before the tenth (10th) day of each month, such payment shall bear interest at ten percent (10%) per annum.

4.4 In addition to the other rents and fees set forth in this Lease, and beginning the effective date of this lease, Lessee, as further consideration for the premises, agrees to improve and renovate the premises as follows:

(a) construction of a warehouse for aviation purposes;

(b) Lessee shall complete all such improvements no later than January 1, 2011.

(c) Failure of the Lessee to complete all such improvements by January 1, 2011, shall constitute an **immediate** breach of this Lease, unless otherwise approved in **writing** by the City prior to the completion date.

ARTICLE 5

ACCEPTANCE, CARE, MAINTENANCE

IMPROVEMENTS AND REPAIR

5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises "as is," in its present condition and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the Texas Alcoholic Beverage Commission and those laws imposed by the County Health Department and by Ordinances of the City and suitableness and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises.

5.2 Lessee shall, throughout the term of this Agreement, assume the entire responsibility, cost and expense for all normal repair and maintenance whatsoever on the Leased Premises in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

(a) keep at all times, in a clean and orderly condition and appearance, the Leased Premises;

(b) repair any damage to the pavement, other than that of normal wear and tear, caused by any agent, employee, representative or business invitee of the Lessee.

5.3 In the event the Lessee fails:

(a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of twenty (20) days after written notice from the City to do maintenance or repair work required to be done under the provisions of this Agreement other than preventive maintenance;

(b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only;

(c) or to diligently continue to complete any repairs, replacements, rebuilding, painting or repainting as required under the Agreement;

then the City may, at its option and in addition to any other remedies which may be available to it, enter the premises involved without such entering causing or constituting a cancellation or breach of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or repaint all or any part of the Leased Premises or the improvements thereon and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided however, if, in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages or injuries arising as a result therefrom. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises unless specifically stated otherwise herein.

5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements") undertaken by the Lessee shall not be commenced without prior written consent of the City. The City shall advise Lessee within twenty (20) days after receipt of the written request of its approval or disapproval of the proposed work, and in the event it disapproves, the City shall state its reasons for disapproval.

5.4.1 Lessee agrees to begin construction and to use its best efforts to complete the construction of improvements within one (1) year of the lease commencement date (January 1, 2011), weather permitting.

5.5 Nothing in this lease shall be construed as an agreement by the City to waive any lien the City may have, constitutionally, statutory or contractually, upon any leasehold improvements on the property of Lessee nor to make any agreement to subordinate any such lien to the lien(s) or claims of any third party.

5.6 Prior to termination of this lease, all improvements shall be the property of Lessee and as such they may be subject to City liens. However, regardless of how this lease is terminated, at the termination of the lease – but not before – Lessor shall become the title owner of all improvements constructed by the Lessee that remain upon the Leased Premises (excluding fuel tanks and personal property). A consensual sublease shall not constitute termination. Prior to termination of this lease, Lessee shall be liable for any taxes attributable to the leasehold. However, it is specifically agreed between the parties that upon termination or cancellation of this Agreement, **at the option of the City**, any and all improvements constructed or to be constructed upon the Leased Premises may be removed and the premises restored to pre-lease condition **at the sole cost and expense**

of the Lessee. Failure of Lessee to pay the expense of removal and restoration, if City elects to have the improvements removed, shall constitute a breach of this lease for which Lessee is liable. The City shall not be liable to Lessee or Lessee's contractors or subcontractor's sublessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6

ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall not produce any disturbances on any Airport property that interferes with the operation by the City or the Federal Aviation Administration of air navigational communications or flight equipment on the Airport.

6.2 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitee and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remedy the objection.

6.3 Lessee shall comply with all laws and regulations promulgated by the Federal, State, County, City and Airport authorities applicable to the Leased Premises and its operations at the Airport.

6.4 Lessee shall comply with all present and future written instructions of the City in disposing of its trash and refuse at Lessee's expense and shall use a system of refuse disposal approved by the City.

6.5 Lessee shall not commit nor permit to be done anything, which may result in the commission of a nuisance, waste or injury on the Leased Premises.

6.6 Lessee shall not do nor permit to be done anything which may interfere with the effectiveness of accessibility of the drainage system, sewerage system, fire hydrants and hoses, if any, installed or located on or near the Leased Premises.

6.7 Lessee shall comply with Federal Air Regulations and the Airport Security Plan. Lessor shall cooperate with Lessee's extraordinary security needs that could include camera towers, special enclosures or special fencing requirements, but Lessee shall pay all costs including labor.

6.8 Lessee shall not commit nor permit to be done any act or thing upon the Leased Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

6.9 Lessee shall not sublet or subcontract to any other person or business entity involved in any of the above-listed activities without the prior written permission of the City. This provision does not prohibit an individual aircraft owner from doing maintenance and repairs on the individual's aircraft.

6.10 Lessee shall, to the extent possible, limit noise caused by aircraft engine operation. Lessee shall conduct its operations in a manner as to keep the noise produced by aircraft engines and components parts, or any other noise, to a minimum by the use of such methods or devices as practicable. In no event, shall Lessee use less than those devices or procedures that are required by the Federal, State or Local law for noise control. In addition, Lessee shall use its best effort to minimize prop or jet blast interference to aircraft operating on or adjoining the Leased Premises, buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises.

6.11 During the term of this Lease, and for one year thereafter, Lessee shall permit the City to examine and audit Lessee's records and books of accounts.

ARTICLE 7

INGRESS AND EGRESS

7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways to be used in common with others having rights of passage thereon except when the Airport is closed to the public.

7.2 The use of any such roadway shall be subject to the present and future rules and regulations of the Airport. The City may at any time, temporarily or permanently, close or consent to or request the closing of any such roadway and any other way at, in or near the Leased Premises presently or hereafter used as such so long as a reasonable means of ingress and egress, as provided above, remains available to the Lessee. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

7.3 In the event of an emergency, as determined by the Airport Director, the City is not required to provide notice to Lessee before the closing of any roadway or other premise.

ARTICLE 8

INSURANCE, DAMAGE OR DESTRUCTION

8.1 In the event the improvements made to the Leased Premises are damaged or destroyed by fire or by reason of any act or omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect. Lessee shall repair or reconstruct all

improvements that are damaged or destroyed in accordance with all current laws and regulations and in a good workmanlike manner at Lessee's own cost and expense.

ARTICLE 9

LIABILITIES AND INDEMNITIES

9.1 The City shall not in any way be liable for any cost, liability, claim, cause of action, damage or injury occurring on the Leased Premises or the Airport as a result of any operations, works, acts or omissions performed by Lessee or its agents, including, but not limited to, any claim arising from the sale, consumption or distribution of alcoholic beverages.

9.2 **Lessee agrees to defend, save and hold harmless the City (its officers, agents, servants, employees and invitees) of and from any and all costs, and specifically to pay all judgments against the City or settlements entered by or on behalf of the City for damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to or death of any person or persons and damage to, destruction or loss of use of any and all property (including City personnel and City property) directly or indirectly arising from or resulting from any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants. THIS PARAGRAPH APPLIES EVEN IF THE CITY WOULD OTHERWISE BE RESPONSIBLE FOR DAMAGES BECAUSE OF THE CITY'S OWN NEGLIGENT ACTS OR JOINT NEGLIGENT ACTS WTIH LESSEE. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify, be financially responsible for, and to reimburse the City**

and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense may participate in the legal defense of any such claim.

9.3 In addition to Lessee's undertaking, as stated in this Article, and as an additional means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect public liability insurance coverage with the City as a named insured as set forth in Exhibit B, attached hereto and made a part hereof. Such insurance shall be on an occurrence basis. In this connection, Lessee agrees to require its contractors doing work on the Airport and Lessee's tenants and sublessees to carry adequate insurance coverage and, if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as an additional named insured.

9.3.1 The City reserves the right to increase the minimum liability insurance, set forth in Exhibit "B," whenever the liability of the City under the Texas Tort Claims Act increases, or in the City's opinion, the risks attendant to Lessee's operations hereunder have increased.

9.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Lease Agreement. **The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and for any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any**

patent, trademark or copyright or arising from any alleged or actual or unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

9.5 **The Lessee represents and warrants that no broker has been concerned on its behalf in negotiation of this Agreement between the City of Galveston and Lessee and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall pay and save harmless the City of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or part upon any act or omission of the Lessee, as well as any commissions due from the broker to Lessee.**

ARTICLE 10

RULES AND REGULATIONS

10.1 From time to time, the City may adopt and enforce rules and regulations with respect to the occupancy and use the Airport. Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State and Municipal rules and regulations as they now read or are hereinafter amended and to require its officers, agents, employees, contractors and suppliers to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such City rules and regulations.

ARTICLE 11

SIGNS

11.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided however, the subject matter, type, design, number, location and elevation of such sign and whether lighted or unlighted shall be subject to and in accordance with the written approval of the City. No sign will be approved that may be confusing to aircraft pilots, automobile drivers or other traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the City.

ARTICLE 12

ASSIGNMENT AND SUBLEASE

12.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof or any rights created thereby without the prior written consent of the City, and such consent shall not be unreasonably withheld. As a condition of any assignment, the City may require Lessee to disclose all terms of the assignment including, but not limited to, financial information and terms of the assignment. In the event this Agreement is assigned, Lessee agrees to require any Assignee to comply with all terms of this Lease Agreement. Lessee shall require any Assignee to provide to Lessor proof of insurance and all insurance renewals.

12.2 Lessee shall not sublease the premises or any part of the premises and shall not grant any right or privilege to any person or legal entity to occupy or use the premises or any portion of the premises, without the prior written consent of the City, and such consent shall not be unreasonably withheld. Such consent by the City to an employee, agent or sub entity of

Lessee shall not constitute a sublease for purposes of this agreement. Termination of this Lease Agreement shall automatically terminate all rights of any person occupying or using the Leased Premises.

12.3 Any assignment of this Agreement must be approved by City Council, and such consent shall not be unreasonably withheld. Such approval shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder including, but not limited to, the payment of all sums due and to become due by Lessee under the terms hereof.

12.3.1 A conveyance or assignment without the City's written consent will terminate this Agreement.

12.4 If the Lessee assigns, sells, conveys, transfers, mortgages or pledges this Agreement or sublets any portion of the Leased Premises in violation of the terms of this Agreement, or if the Leased Premises are occupied by anyone other than the Lessee, its agents, representatives, guests and/or invitees, the City may collect from any assignee, sublessee or the person who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by such assignee, sublessee or other person and may apply the net amount collected to the rents herein reserved and no such collection shall be deemed a waiver by the City of the agreements contained in this Article nor of acceptance by the City of any assignee, claimant or occupant nor as a release of the Lessee by the City from the further performance by the Lessee of the agreements contained herein.

ARTICLE 13

CONDEMNATION

13.1 It is further agreed and stipulated that if the whole or any part of the Leased Premises shall be taken by any public authority for any public use to such extent that the ability of the Lessee to operate his business will be substantially impaired or frustrated, then this Lease shall terminate. From the time when possession of the whole or part so taken shall be required for public use and the rents properly proportioned shall be paid up until that time and the Lessee whether it elects or not that this Lease shall terminate shall not claim or be entitled to any part of the award to be made for damages or such taking for public use, except however, that Lessee may prove and collect from the condemning authority the value of any improvements erected or made to the premises by Lessee which may be provable against the condemning authority and such taking shall not be deemed a breach of any covenant for quiet enjoyment and further, should Lessee not elect that this Lease terminate, the obligations and liabilities of Lessee upon its covenants herein contained shall continue in all respects, notwithstanding such taking for public use.

ARTICLE 14

NONDISCRIMINATION

14.1 Lessee, its heirs, personal representatives, successors in interest and assigns, agrees as a covenant running with the land all facilities on the Leased Premises shall be maintained and operated in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of

Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

14.2 Lessee, for itself, its personal representatives, successors of interest and assigns, agrees as a covenant running with the land that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination as defined by Federal law in the use of the Leased Premises; (2) no person shall be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination as defined by Federal law, in construction of any services on the Leased Premises; (3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

14.3 Lessee assures that it will undertake an affirmative action program as required by Title 14 of the Code of Federal Regulations, Part 152, Subpart E. Lessee assures it will require that its covered suborganization provide assurances to the Lessee that they will similarly undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, to Subpart E (and as said Regulations may be amended), to the same effect.

14.4 That in the event of breach of any of the preceding nondiscrimination covenants, the City of Galveston shall have the right to terminate the license, lease, permit, etc., and to re-

enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

14.5 During time of war or national emergency, the City shall have the right to lease the landing area or any part thereof, to the United States Government for military or naval use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the Lease to the Government, shall be suspended.

14.6 In this connection, the City reserves the right to take whatever action it may be entitled to by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which continuing after notice by the City to cease and desist will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein or take any action that it deems necessary to enforce compliance herewith.

14.7 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

14.8 **The Lessee shall pay, defend, and hold harmless the City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse the City for any loss or expense incurred by reason of such noncompliance.**

ARTICLE 15

GOVERNMENTAL REQUIREMENTS

15.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises, which may be necessary for the Lessee's operations.

15.2 Without waiving any right to protect any assessment or to claim any exception to which Lessee may be entitled by law, the Lessee shall pay taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises, leasehold interest or operations hereunder or on the gross receipts or income to Lessee therefrom and shall make all applications, reports and returns required in connection therewith.

ARTICLE 16

RIGHTS OF ENTRY RESERVED

16.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy or security requirements of the Leased Premises.

16.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnisher of utilities and other services, shall have the right at its own cost and expense whether for its own benefit or for the benefit of other than the Lessee at the Airport to maintain existing and future utility, mechanical, electrical and other systems to enter upon the Leased Premises at all reasonable times to make such

repairs, replacements or alterations thereto as may in the opinion of the City be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Leased Premises, such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee.

16.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property as directed by the City or said utility company in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property, after direction from the City or said utility company to do so, the City or the utility company may move it and the Lessee hereby agrees to pay the cost of such moving upon demand and, further, Lessee hereby waives any claim for damages as a result therefrom except for claims for damages arising from the City's sole negligence.

16.4 At any reasonable time and from time to time during the ordinary business hours, the City, by its officers, agents and employees whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

16.5 The exercising of any or all of the foregoing rights by the City or others under right of the City shall not be construed to be an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim for demand for damages, consequential or otherwise.

ARTICLE 17

ADDITIONAL RENTS AND CHARGES

17.1 Except as provided in Section 5.3 (b), in the event Lessee fails within twenty (20) days after receipt of written notice from the City to perform or commence to perform any obligation required herein to be performed by Lessee, the City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge, in addition to other amounts. If Lessee's failure to perform any such obligations endangers the safety of the public or employees or property of the Airport and the City so states in its notice to Lessee, the City may perform such obligations of Lessee at any time after the giving of such notice and charge to the Lessee the reasonable cost and expense thereof, which Lessee shall pay upon demand.

17.2 If the City elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of Lessee including interest at the maximum lawful

rate, together with all costs, damages and penalties including, but not limited to, reasonable attorney's fees. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

ARTICLE 18

DEFAULT

18.1 In the event Lessee breaches any term or provision of this Lease including, but not limited to, the obligation to pay rent as when due, the City shall have the right to terminate this Lease upon giving Lessee ten (10) days notice to cures such default (except as otherwise provided in Section 5.3 above and Section 18.2 below). If Lessee shall not have cured its default within said ten (10) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated and Lessee shall at once quit the Premises taking only such personalty or fixtures as the City may authorize to be removed. The foregoing rights and remedies are given to the City in addition to any other and further rights granted to the City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future times.

18.2 Failure to maintain the proper insurance coverage required under this Lease or failure to provide proof of coverage including proof of all renewals and changes in coverage, shall constitute a material breach of this lease agreement if the default continues past one (1) business day after written demand by the City to cure the default. In the event there is a

lapse in coverage, the City may purchase the required insurance and Lessee hereby agrees to reimburse the City for the cost of the obtained said insurance.

18.3 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in or become a part of the Leased Premises as security for rent due and to become due for the remainder of the current lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of or in any way affect the statutory lessor's lien is given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold, re-enter and re-let the premises as provided herein, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter before the City Manager or his designee, may take possession of all of Lessee's property on the premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time that any private sale is to be made, for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing, and selling, then to the payment of any rent or any sum due from Lessee, with the balance, if any, to be paid to Lessee.

18.4 Should Lessee default on this lease, and Lessor be required to bring a judicial proceeding to evict Lessee, to collect back rent or to remedy any breach of this lease, Lessee shall be responsible for attorneys fees and costs of prosecution.

ARTICLE 19

TERMINATION BY LESSEE

19.1 In addition to any other right of cancellation herein given to Lessee or any other rights to which it may be entitled by law, equity or otherwise as long as Lessee is not in default in payment to the City of any amounts due the City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder by giving the City thirty (30) days advance written notice upon or after the happening of the following events:

19.1.1 Issuance by a court of competent jurisdiction of any injunction which prevents Lessee's using and occupying the entirety of the Leased Premises for the conduct of Lessee's business operations on the Airport and which injunction has or will remain in force permanently following exhaustion of all appeals. However, if such injunction was necessitated by or issued as a result of an act or omission of Lessee, then Lessee may not terminate this Lease under the terms of this paragraph.

19.1.2 The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and its facilities or any substantial part thereof in such a manner as to substantially restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

19.1.3 Lessee determines that it no longer requires the property covered by this Agreement to support its operations.

19.2 **Articles 22 and 23 do not apply to a termination under this Article.**

ARTICLE 20

SURRENDER AND RIGHT OF RE-ENTRY

20.1 Upon the cancellation or termination of this Agreement to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they were at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee, save and except;

(a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance;

(b) obsolescence in spite of repair; and

(c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City.

Upon such cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and additions thereto or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement at the City's election. Furthermore, upon such cancellation or termination and for a reasonable time thereafter (not exceeding twenty (20) days after such cancellation or termination) and for which period Lessee will pay to the City current lease rental(s) or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided that Lessee repairs all damage that might be occasioned by such removal and restores the site to the condition above required.

ARTICLE 21

SERVICES TO LESSEE

21.1 To the extent that Airport funds are available, the City covenants and agrees that during the term of the Agreement, it will use its best efforts to operate the Airport as such for the use and benefit of the public, provided, however, that the City may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair. The City agrees further to use its best efforts to keep in good repair hard-surfaced public roads for access to the Leased Premises and likewise to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee, in accordance with City Ordinances governing the same.

21.2 Lessee will contract with and obtain all required permits from the appropriate City departments for any utility services provided by the City and construction privileges or requirements paying the required connection fees, including those otherwise to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.

ARTICLE 22

SURVIVAL OF THE OBLIGATION OF THE LESSEE

22.1 In the event that the Agreement shall have been terminated, in accordance with a notice of termination, as provided in Article 18 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession

and shall remain in full force and effect for the full term of this Agreement and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent at the same time or times and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency, less the proper discount for the entire unexpired term of the Agreement.

22.2 The amount of damages for the period of time subsequent to the termination or re-entry, regaining or resumption of possession on account of the Lessee's rental obligations shall be the sum of the following: plus

22.2.1 The amount of the total of all installments thereof payable prior to the effective date of termination, except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month that the Agreement remains in effect on the basis of the total days in the month; plus

22.2.2 An amount equal to all expenses incurred by the City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 23

USE SUBSEQUENT TO CANCELLATION OR TERMINATION

23.1 The City upon termination or cancellation pursuant to Article 18 hereof may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the

right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of only part of the Leased Premises or of the entire Leased Premises together with other premises and for a period of time the same as or different from the balance of the term hereunder remaining from those set forth in this Agreement.

23.2 The City shall also upon said termination or cancellation or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement without affecting, altering or diminishing the obligations of the Lessee hereunder provided that any structural changes shall not be at Lessee's expense.

23.3 In the event either of use by other or of any actual use and occupancy by the City, there shall be credited to the account of the Lessee against its survived obligations, hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portions thereof during the balance of the term of use and occupancy the same as is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as the City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder. The City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 24

LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

24.1 Except for the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement or by any provisions thereof than the rights and privileges expressly and specifically granted hereby.

ARTICLE 25

NOTICES

25.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing and shall be deemed sufficiently given when same is deposited in the United States Mail with sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City:	Airport Director Scholes International Airport P.O. Box 3266 Galveston, Texas 77552
With a Copy to:	City Attorney City of Galveston P.O. Box 779 Galveston, Texas 77553
To Lessee:	Jack Robinson 801 E. Beach Drive Unit TW2806 Galveston, Texas 77550

25.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 26

HOLDING OVER

26.1 No holding over by Lessee after the termination of this lease shall serve to extend or renew this Lease for any further term whatsoever, but Lessee will by such holding over become the tenant at will of the City and after written notice by the City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

26.2 Any holding over by Lessee beyond the twenty (20) day period permitted for removal of fixtures (as permitted under paragraph 20.1, without the written consent of the City, shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the Lease.

26.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee or any of Lessee's sublessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 27

INVALID PROVISIONS

27.1 The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof so long as the remainder shall constitute an enforceable Agreement.

ARTICLE 28

MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive

28.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City or Lessee at law or in equity and the exercising of any remedy or the existence herein of other remedies, payments, reimbursements or indemnities shall not prevent the exercising of any other remedy.

Non-Waiver of Rights

28.2 The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, conditions or agreement herein by the other party shall not operate as a waiver of the exercising of such right or rights in the event of any subsequent breach by such other party, nor shall the other party be relieved thereby from its obligations under the terms hereof.

Force Majeure

28.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, provided, however, that this Section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Public Officials

28.4 No officer, official, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement or of any supplement,

modification or amendment to this Agreement on account of any breach or because of his or her execution of this Agreement.

Quiet Enjoyment

28.5 The City covenants that as long as Lessee is not in default of any provisions of this Agreement, Lessee shall and may peaceably and quietly, have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner cancelled as provided in this Agreement.

General Provisions

28.6 Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or use other than those authorized by this Agreement.

28.7 This Agreement shall be performable and enforceable in the City and County of Galveston, Texas, and shall be construed in accordance with the laws of the State of Texas.

28.8 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns and is not made for the benefit of any third party.

28.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

28.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

28.11 The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

29.1.5 Because the Leased Premises is situated upon a public airport, Lessee's rights in the airspace above the Leased Premises are limited to those rights granted pursuant to Federal Aviation Administration rules, regulations and orders as promulgated and amended from time to time.

ARTICLE 30

ENTIRE AGREEMENT

30.1 The Agreement consists of Articles 1 (one) through 30 (thirty) inclusive and Exhibits "A," "B," and "C."

30.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

EXECUTED on this 23rd day of February, 2010.

IN WITNESS WHEREOF, the Lessor hereto has executed this Agreement on the day and year written above.

ATTEST:

(City Secretary)

CITY OF GALVESTON
LESSOR

By: _____
(City Manager)

APPROVED AS TO FORM:

(City Attorney)

ATTEST:

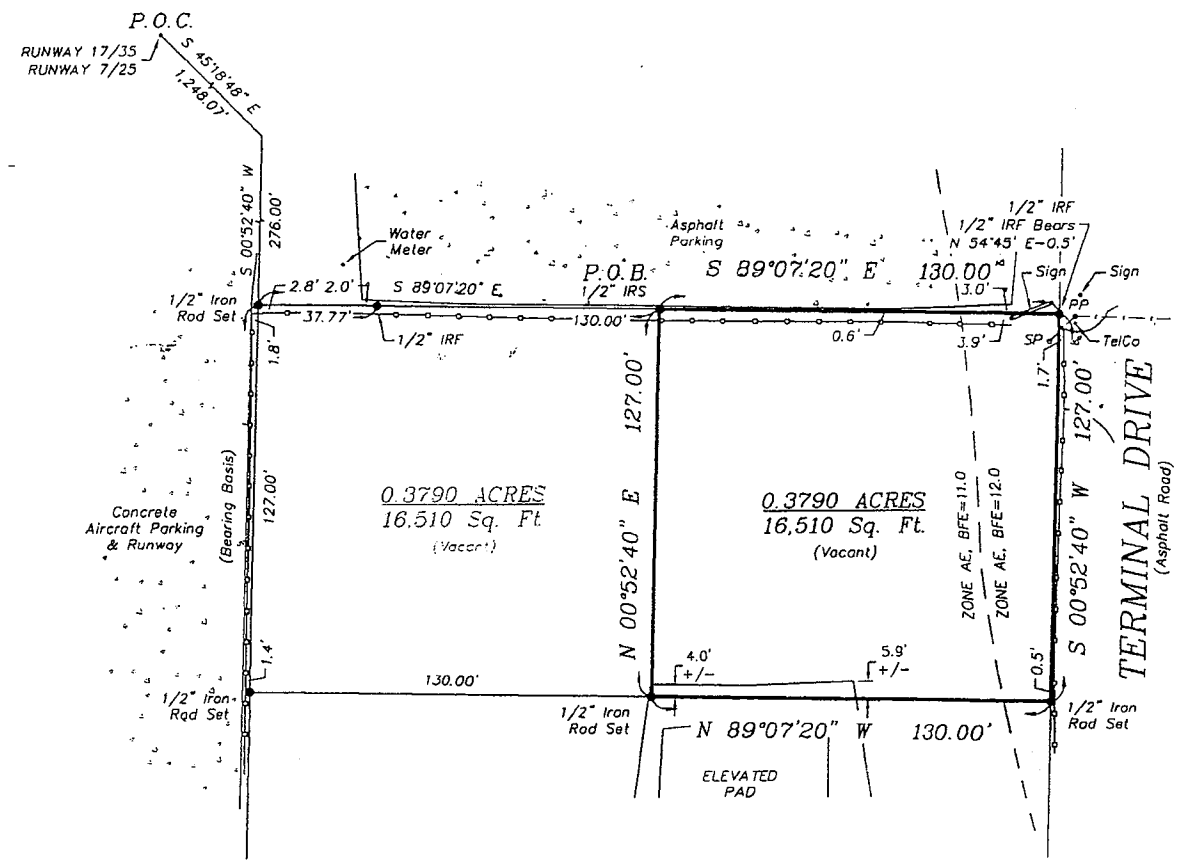
Cristy L. Smith
Secretary for
~~Jack Robinson~~

JACK ROBINSON
LESSEE

By: _____
Lessee

JACK ROBINSON, OWNER
Printed Name and Title

EXHIBIT "A"



SURVEY OF

THE PROPERTY LOCATED OFF TERMINAL DRIVE AND BEING MORE PARTICULARLY DESCRIBED AS SHOWN BELOW.

A TRACT OF LAND CONTAINING 0.3790 ACRES (16,510 SQUARE FEET) SITUATED WITHIN LOTS 157, 158, 160, 161 AND 172, SECTION ONE OF THE TRIMBLE AND LINDSEY SURVEY, SAID TRACT OF LAND ALSO BEING LOCATED WITHIN THE CITY OF GALVESTON, SCHOLES AIRPORT, CITY AND COUNTY OF GALVESTON, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, BEING THE INTERSECTION OF RUNWAY 17/35 AND RUNWAY 7/25;

THENCE S 45°18'48" E, A DISTANCE OF 1,248.07 FEET TO AN ANGLE POINT;

THENCE S 00°52'40" W, A DISTANCE OF 276.00 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE S 89°07'20" E, PASSING AT 37.77 FEET A 1/2 INCH IRON ROD FOUND FOR REFERENCE, CONTINUING IN ALL A TOTAL DISTANCE OF 130.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE PLACE OF BEGINNING, SAME BEING THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE S 89°07'20" E, A DISTANCE OF 130.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, FROM SAID IRON ROD BEARING N 54°45' E – 0.5 FEET, A FOUND 1/2 INCH IRON ROD;

THENCE S 00°52'40" W, A DISTANCE OF 127.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE N 89°07'20" W, A DISTANCE OF 130.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE N 00°52'40" E, A DISTANCE OF 127.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.3790 ACRES OR (16,510 SQUARE FEET) OF LAND, MORE OR LESS.

FLOOD STAMP

IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY–PANEL NO. 485469 0023, MAP REVISED DEC. 2, 2002, THIS PROPERTY DOES LIE WITHIN A FLOOD PLAIN. BASE FLOOD ELEVATIONS AS SHOWN ON SURVEY.

SCALE: 1" = 40'
DATE SURVEYED: DEC. 3, 2009

JOB NO. 08-1585-0

TO: SCHOLES INTERNATIONAL AIRPORT, EXCLUSIVELY.

I, Todd J. Slaton, Registered Professional Land Surveyor No. 5082, do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Land Surveying minimum standards adopted September 1, 1992; the size, location and types of improvements are shown with setback dimensions where applicable. There are no apparent visible encroachments, conflicts or protrusions except as shown. All easements shown are per the reference plat unless noted otherwise. This plat was prepared specifically for the transaction referenced above. The undersigned assumes no responsibility for any other use. Certification shown below is revoked and this survey is null and void if this document is altered in any manner, or does not bear an original seal and signature of Todd J. Slaton in blue ink.

By: Todd J. Slaton
Todd J. Slaton, Registered Professional Land Surveyor No. 5082

Date: 12/4/09

STATE OF TEXAS REGISTERED TODD J. SLATON 5082 PROFESSIONAL LAND SURVEYOR

TRUE MERIDIAN
P.O. BOX 566 PEARLAND, TEXAS 77588-0566
OFFICE (281-412-0149) FAX (281-412-5390)
E-MAIL truemerid@sbcglobal.net

EXHIBIT B

The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the terms of this lease agreement insurance policies issued by an insurance carrier licensed to do business in the State of Texas, naming the City as an additional insured and providing for:

1. $250,000 for each person and $500,000 for each single occurrence for bodily injury or death.
2. $100,00 for each single occurrence for injury to or destruction of property

Such insurance shall be occurrence based. The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the Lessee or carrier issuing the certificate shall notify the City ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insured policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.

EXHIBIT C

IMPROVEMENTS

In addition to the other rents and fees set forth in this Lease, and beginning the effective date of this Lease, Lessee, as further consideration for the premises, agrees to improve and renovate the premises and make expenditures as follows:

(a) construction of a warehouse for aviation purposes located at 2021 Terminal Drive;

(b) Lessee shall complete all such improvements no later than January 1, 2011;

(c) Failure of the Lessee to complete all such improvements by January 1, 2011, shall constitute an **immediate** breach of the Lease, unless otherwise approved in writing by the City prior to completion date.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-311185

Date Filed:
02/07/2018

Date Acknowledged:
02/08/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dewey Grinslade
Snyder, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston TX.

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-18-007 A
Lease Assignment between Jack Robinson and Dewey Grinslade by the City of Galveston Tx.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grinslade, Dewey	Snyder, TX United States	X	

CITY SECRETARY'S OFFICE
RECEIVED
FEB - 8 2018
CITY OF GALVESTON

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-311185

Date Filed:
02/07/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dewey Grinslade
Snyder, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston TX.

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-18-007 A
Lease Assignment between Jack Robinson and Dewey Grinslade by the City of Galveston Tx.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grinslade, Dewey	Snyder, TX United States	X	

CITY SECRETARY'S OFFICE
RECEIVED
FEB - 7 2018
CITY OF GALVESTON

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dewey Grinslade, and my date of birth is 04-03-1950.

My address is PO box 247 (street), Snyder (city), Tx. (state), 79550-0247 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Scurry County, State of Tx., on the 7th day of Feb. (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Galveston

SPECIAL EVENTS
STAFF REPORT

October 14, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing Lone Star Rally to push their event forward by one year, allowing the event to occur in 2022.

I. Background

A. The Lone Star Rally holds their annual event in the fall months each year which brings over 500,000 visitors to the island.

B. The city contracted with Angelou Economics to perform an Economic Impact Study on the 2016 event. Lone Star Rally was asked to assist with the cost of the study which they agreed (1/2). Findings indicated that Lone Star Rally's total economic impact to the island alone was $115.6 million during the four-day event

C. Lone Star Rally has a contract to produce the event yearly which ends on December 31, 2021.

1. 2017 - Done
2. 2018 - Done
3. 2019 - Done
4. 2020 - Canceled - COVID-19
5. 2021 - Active

D. Lone Star Rally, after consultation with city staff in reference to the COVID-19 pandemic, decided to cancel the 2020 event for the safety of the citizens as well as any attendees. There was no discussion to push the event forward for the cancelation of the 2020 event at that time.

II. Current Situation

The City Council will have to approve allowing Lone Star Rally to push their event forward by one year, allowing the event to occur in 2022.

III. Alternatives in order of priority

A. Approve the request allowing Lone Star Rally to push their event forward by one year, allowing the event to occur in 2022.

1. Cost - Costs will be covered by Lone Star Rally

2. Timing – Would allow the event to occur in 2022.
3. Departmental Improvements – N/A

B. Do not approve the request allowing Lone Star Rally to push their event forward by one year, allowing the event to occur in 2022.

1. Cost - No cost to the city at this time.
2. Timing - N/A
3. Departmental Improvements - N/A

IV. Recommendation

Concur in Alternative A and approve allowing Lone Star Rally to push their event forward by one year, allowing the event to occur in 2022.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	N/A
Savings Estimation	Large economic impact to the City of Galveston and its businesses.

VI. Environmental Impact

It is the responsibility of Lone Star Rally to assure that all TCEQ and EPA regulations are followed during their operation and cleanup, and their contracts with their vendors do have restrictions in place.

Respectfully Submitted

David Smith
Executive Director

LONE STAR MOTORCYCLE RALLY
CONTRACT AGREEMENT

2017-19

This Exclusive Agreement and Contract (hereinafter "Agreement) is entered into this 26th day of JULY, 2017. By and between Lone Star Rally, Inc. (hereinafter "LSR) and the City of Galveston (hereinafter "City"), also known collectively as "the parties".

LSR and City have "partnered" over the past 14 years to plan, organize, promote and manage a motorcycle rally/event known as the "Lone Star Motorcycle Rally", which has taken place in Galveston, Texas.

The City Manager is designated by the City Council to implement, administer and enforce this agreement.

The parties agree as follows:

1. Term:
   The original term of this agreement shall be from the effective date through December 31, 2019 unless sooner terminated or amended as provided by the terms of this agreement. Thereafter, subject to the terms set out herein and upon mutual written agreement of the parties, this Agreement may be extended for an additional two year term through December 31, 2021. The City Manager may grant this two year option without further City Council approval.

2. Dates: The annual motorcycle rally produced by LSR from 2017 through 2019:

   - Thursday, November 2, 2017, at 12:01 a.m. through Sunday, November 5, 2017 at 11:59 p.m.
   - Thursday, November 8, 2018, at 12:01 a.m. through Sunday, November 11, 2018 at 11:59 p.m.
   - Thursday, November 7, 2019, at 12:01 a.m. through Sunday, November 10, 2019 at 11:59 p.m.
   - Thursday, November 5, 2020, at 12:01 a.m. through Sunday, November 8, 2020 at 11:59 p.m.
   - Thursday, November 4, 2021, at 12:01 a.m., through Sunday, November 7, 2021 at 11:59 p.m.

3. Exclusivity: City agrees that for the term of this Agreement, it will not accept or approve any other Special Event application for a motorcycle rally or any event resembling a motorcycle rally for the period commencing one hundred twenty (120) days prior to the start of the event and ending one hundred twenty (120) days after the conclusion of the event.

4. Venue: The rally/event shall take place in Galveston with the following street closures/diversions/traffic patterns:

   - Close along the Strand from the west side of 20th Street to the east side of 25th Street from 6:00 pm Wednesday until the end of the rally on Sunday
   - Traffic will flow east to west
   - Close from 6:00 pm on Tuesday until the end of the rally:
   - 21st Street from the south side of Harborside to the north side of Mechanic;
   - 22nd Street from the south side of the alley between Harborside and Strand to the north side of Mechanic;
   - 23rd Street from the south side of Harborside to the north side of Mechanic;
   - 24th Street from the south side of Harborside to the north side of Mechanic;
   - Close Mechanic from Friday at 5:00 p.m. until close of business on Sunday for parking between 21st Street and 25th Street;
   - Close Seawall Blvd. from the East side of 25th Street to the west side of 19th Street

   Utilize Harborside West, Central and East and the 21st Street Pier (these are privately owned property venues and are not under the control of the city. LSR shall be responsible for all activities in this area and will be in compliance with the property owners' requirements;

   THE CITY RESERVES THE RIGHT TO AMEND A STREET CLOSURE DUE TO PUBLIC SAFETY OR OTHER CONCERNS. THESE CONCERNS INCLUDE, BUT ARE NOT LIMITED TO THE CITY'S ABILITY TO DELIVER POLICE, FIRE AND EMERGENCY MEDICAL SERVICES TO THE EVENT LOCATION AND IN THE VICINITY OF THE EVENT LOCATION. IF THE ISSUES REQUIRING THE AMENDMENT ARE GENERAL PUBLIC CONCERNS, LSR SHALL BE INFORMED OF THESE CONCERNS AND SHALL HAVE THE RIGHT TO TRY TO RESOLVE THEM.

5. Vendors: LSR shall have the exclusive right to assign and sell space in the closed/utilized City public areas in accordance with City codes and retain 100% of the proceeds less any applicable fees and taxes. City agrees to not unreasonably interfere with assignment of the vendors' locations or with the vendors LSR chooses to contract with. LSR agrees not to put rally vendors adjacent to local retailers selling like merchandise without the consent of the retailer(s). Vendors shall obtain all required permits and inspections. City shall retain the right to remove vendors that are blocking public access or have not obtained required permits, or for health and safety violations.
   Load-in vendors will commence as follows:

   Tuesday, beginning at 9:00 a.m. on all privately owned lots, with the permission of affected property owners;

   On all closed public streets at 8:00 p.m. on Tuesday.

All vendors must be removed from public streets by 12:00 a.m. on Monday morning following the event.

LSR will inform all vendors that they must designate the City of Galveston for sales tax revenue purposes, and will provide a list of such vendors and vendor contact information to the City to assist with sales tax enforcement. LSR will encourage vendors to avoid the use of disposable plastic bags.

City agrees to enforce all existing codes, laws and statutes regarding temporary outside vendor sales.

6. LSR Permits: Subject to required Health and Safety permits, the City agrees that LSR shall not be required to obtain any type of city permit or authorization other than this Agreement in connection with the Events.

7. Beverages: City and LSR agree that, in order to bear the expenses of producing the rally. LSR must be able to sell vendor space to vendors with temporary permits from the Texas Alcoholic Beverage Commission, enabling them to sell alcoholic beverages to rally participants in any and all rally areas, subject to state and local alcoholic beverage regulations. LSR further agrees that the sale of glass beverage containers shall be prohibited.

8. Event Name, Advertising and Signage: The City and LSR agree that, in order to bear the expense of producing the rally, LSR must (and shall) have the exclusive right to sell advertising and sponsorship regarding the event which involve any use of City or public property, and retain 100% of the revenue. However, LSR may require any person purchasing advertising, sponsorship, or signage rights from LSR to pay those fees directly to the City, and the City, as permitted by law, will credit all such fees received against City expenses invoiced to LSR. In addition, LSR shall have the exclusive right to regulate and grant permits for all rally related signage in the event areas and around the perimeter of the event areas. For purposes of this agreement, the "perimeter of the event areas" shall mean the outermost edges of the entertainment areas as approved by Council and depicted in its approved plan. Accordingly, the City shall not issue permits to any person or entity for balcony, building or other signs to be posted in or around the perimeter of the event area during the rally. Instead, inquiries regarding such signage shall be referred to LSR. LSR may post building, balcony or other signs or may allow its permittees to do so at any time during the rally or in the 48 hour period leading up to the rally. Neither LSR nor its permittees shall be required to obtain any permit from the City with regard to such signs. If LSR informs City during the rally of a sign posted without LSR's consent, the City will use its best efforts to cause the sign to be promptly removed. LSR (at its own risk) may remove any signs posted without its consent, if the City does not promptly remove such signs or cause them to be promptly removed. This section does not apply to private properties.

9. Parking: City and LSR agree that, in order to bear the expense of producing the rally, LSR must be able to sell parking, parking permits, and "thru traffic" permits and retains 100% of the revenue

less any applicable taxes and fees. Accordingly, LSR has the exclusive right during each rally to sell and/or advertise and/or utilize the temporarily closed public area for parking/thru traffic purposed, subject to plan review and approval by the City Manager or his designee. Vehicles are not allowed on esplanades or sidewalks at any time without prior City Manager/design approval. The City shall retain the right to open any public parking areas that are blocking public access for health and safety requirements.

Other areas to be left open to public access shall be the 2200 Market Street building, Tremont House Hotel and other major corporations that have to allow direct facility access to their customers during the rally.

10. Required Facilities: All trash containers, recycling containers, portable toilets, barriers, barricades, etc., will be provided as follows:

    - Trash Containers (LSR and Park Board)
    - Recycling Containers (LSR)
    - Dumpsters (LSR and City, as necessary)
    - Portable Toilets (LSR)
    - Barricades and Barriers (City's Traffic Division)

11. LSR will utilize city personnel for security, fire, code enforcement, sanitation and traffic control, as agreed upon by LSR and the designated City Departments. LSR will utilize Galveston Ambulance Service for emergency medical services. LSR will pay security, fire and code enforcement directly to the individual employees. LSR will pay the City for sanitation and traffic control services and will pay Galveston Ambulance Service for emergency medical services. In the event that Traffic and Sanitation costs escalate, becoming prohibitive, LSR has the right to utilize private companies to provide these services, provided the perspective plans meet with the City's requirements.

    LSR will hire certified peace officers to provide security for crowd and traffic control, based on projected attendance. LSR shall coordinate a security plan with the City of Galveston Police Department that must be approved by the Chief of Police for determination of law enforcement officer staffing reasonably required to provide security services. Such law enforcement officers shall be paid directly by LSR.

    Payment for services made directly to personnel (security, fire and code enforcement) will be made by LSR no later than Tuesday following the event.

    Traffic control and sanitation services will be paid directly to the City by LSR on a reimbursement basis of City labor, benefits, equipment and materials/supplies expended. Payment of these services shall be made in full no later than 30 days upon receipt of bills from the City.

12. Musical Entertainment: LSR intends to provide musical entertainment for rally attendees/participants at stages set up within the rally area/venue. LSR shall comply with City noise and amplified sound regulations. LSR agrees to set up stages to direct the amplified sound away from surrounding neighborhoods and hospitals. City agrees that it will not unreasonably withhold permission and public relations access to the musical entertainment, which will conclude at 12:00 a.m. downtown and 11:00 p.m. at Beach Central on rally days and commence no earlier than noon. LSR shall control the quality of musical content to avoid community offensive language and presentation.

13. Air Devices: LSR will provide its sponsors (no more than 6 separate entities), not its vendors, with the opportunity to display inflatable air devices and hot air balloon at/during the rally and City agrees to not unreasonably withhold permission/access regarding same. Any devices approved by the City shall be applied for and approved by the sixty (60) days prior to rally dates.

14. Media Coverage: LSR reserves the right to invite local and national news media to attend the rally and the City agrees not to unreasonably interfere with same. LSR agrees to provide the City's Public Information Officer courtesy review of all printed material (posters, flyers, etc.) press releases and media advisories prior to release.

15. Restoration of City Property: LSR shall repair and restore at its own expense any City property damaged by LSR or by any vendor to which LSR has granted a permit within ten (10) business days.

16. Notice: It is the responsibility of LSR to secure the following and the City makes no commitment: The Park Board of Trustees/Galveston Island Convention and Visitors Bureau may provide notice of and information regarding the rally each year on its website and/or in its calendar of events commencing at least one hundred twenty (120) days prior to each year's rally/event.

17. Insurance: LSR agrees to obtain general liability insurance policy regarding, and covering the event from an insurance carrier licensed to do business in the State of Texas in an aggregate coverage amount of not less than $5,000,000 and to have the following entities named as additional insured: City of Galveston and to the extent necessary Galveston Park Board of Trustees. Policy to be delivered ten (10) days prior to the rally.

    Insurance shall also provide for additional endorsement for alcoholic operations, owned and non-owned, rented vehicles and LSR shall seek similar insurance certificated from their vendors as feasible, with same additional insured requirements. The insurance shall be secured on an "Occurrence Basis".

18. Existing City Ordinances: LSR will comply with all City ordinances in place at the time of the execution of this document and those subsequently approved. LSR shall retain the option of terminating this agreement based on any future ordinance changes.

19. Force Majeure: Neither party shall be required to perform any term, condition or covenant in this

agreement so long as such performance is delayed, or prevented by force majeure, which shall mean, but is not limited to, acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, hurricanes, natural disasters and any other cause not reasonably within the control of the parties hereto, and which by the exercise of due diligence either party is unable, wholly or in part to prevent or overcome. The party that is unable to carry out its responsibility shall notify the other party in writing within a reasonable time prior to the event. The notice shall suspend the responsible party's duty to perform while the force majeure event is ongoing.

20. Contractual: This agreement is entered into and performable under the laws of Texas and venue shall be in Galveston County.

21. Severance: If any part of the Agreement is held to be invalid or illegal, then that part of the agreement is severed and the entire remaining Agreement remains in full force and effect.

22. Authority: By their signatures hereon, each signatory holds out and affirms that he or she has full authority to enter into each and every part of this Agreement on behalf of the entity he or she represents and that the other party can rely on same.

23. Termination: City reserves the right to terminate this Agreement if the City Manager determines that a material breach of the Agreement has occurred, and that the breach has not been cured, or that good faith efforts to so cure have not commenced within 10 days after Lone Star Rally has received written notice of the alleged breach. The language related to "good faith effort" above shall not apply to a failure to pay money, in which the breach must be cured within the 10 day period.

24. Termination for public safety concerns: This agreement may be terminated, or modified in whole or in part, by the City of Galveston, if in the sole opinion of the City Manager a threat to the public safety exists which poses and undue risk of harm to people or public property. The decision of the City Manager that a public threat exists is final and the promoter agrees to abide by that decision without further recourse. The promoter further agrees that this contract is executed by the City as a governmental, and not proprietary, function. In the event the City Manager determines that a threat to the public safety exists which requires termination or modification of this agreement, such determination will be communicated to the promoter as soon as is practicable.

25. LSR will meet with and work with the City Manager concerning providing a financial summary report after the conclusion of the event. Details will be agreed upon between LSR officials and the City Manager. The report will be delivered to the city within one hundred and twenty (120) days after the rally.

26. LSR shall charge an additional "Attendant Fee" not to exceed $1.00 for each parking pass sold which will be payable to the city of Galveston. LSR will supply the city with a separate check within 30 calendar days after the conclusion of the event.

27. **Indemnification: LSR hereby covenants and agrees that they will, jointly and severally indemnify and hold harmless against liability for any and all claims, judgments and associated legal expenses and costs and for claims and litigation arising out of the function including; but not limited to, those for damage to property or injury to or death of persons. LSR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LAWSUITS, PROCEEDINGS, JUDGMENTS, OR LIABILITIES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING (OR ALLEGED TO HAVE RESULTED) SOLELY FROM LSR'S ACTS OR OMISSIONS OR SOLELY FROM THE ACTS OR OMISSIONS OF ANY LSR EMPLOYEE, CONTRACTOR OR AGENT (COLLECTIVELY, "CLAIMS"). THE FOREGOING INDEMNITY SHALL NOT APPLY TO ANY CLAIMS THAT RESULT (OR ARE ALLEGED TO HAVE RESULTED) IN WHOLE OR IN PART FROM CITY'S ACTS OR OMISSIONS OR FROM THE ACTS OR OMISSIONS OF ANY CITY EMPLOYEE, CONTRACTOR OR OTHER AGENT.**

    IN THE EVENT OF ANY CLAIM FOR WHICH CITY MAY BE ENTITLED TO INDEMNIFY UNDER THE ABOVE PARAGRAPH, CITY WILL PROVIDE LSR WITH TIMELY NOTICE OF SUCH CLAIM. THEREAFTER, LSR SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM SUCH CLAIM.

    IF LSR SHOULD FAIL TO SO DEFEND, CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST LSR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM.

28. Notice: Any written notice regarding or pursuant to this Agreement regarding LSR shall be sent to:

    Melissa Penland
    Lone Star Rally, Inc.
    307 Division Avenue
    Ormond Beach, FL 32174

    Any written notice regarding or pursuant to this Agreement regarding the City shall be sent to:

    City Manager
    City of Galveston
    P.O. Box 779
    Galveston, TX 77553

    With copy to:
    City Attorney
    City of Galveston

P.O. Box 779
Galveston, TX 77553

LONE STAR RALLY, INC.

By: Melissa Penland

Printed Name:

MELISSA PENLAND

It's: MANAGING PARTNER

CITY OF GALVESTON

By: Brian Maxwell

Printed Name:

BRIAN MAXWELL

City Manager

Approved as to form: 7-12

Assistant City Attorney, TREVOR FANNIN

Approved by City Council on this 25 day of May 2017.

City of Galveston

Special Events
Amendment Extension

TWO YEAR EXTENSION AMENDMENT TO LONE STAR RALLY PROMOTER AGREEMENT

This Extension Amendment to the Lone Star Rally promoter agreement (hereinafter "Extension Amendment") is entered into on 5/23/19, by Lone Star Rally, Inc. ("LSR") and the City of Galveston ("City").

LSR and the City are parties to a Contract Agreement ("Agreement") dated July 26, 2017. Page 1 of the Agreement provides that the term of the Agreement ("Term") expires on December 31, 2019 unless sooner terminated or amended pursuant to the Agreement. Paragraph 1 further provides that the Term may be extended for an additional two year period, through December 31, 2021, and that the City Manager may grant this extension without further City Council approval.

LSR and the City have reached agreement on the extension of the Term, and wish to amend the Agreement accordingly.

Therefore, in consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, LSR and the City agree as follows;

1. The Term is hereby extended to expire on December 31, 2021.
2. Agreement shall remain in full force and effect.

The City of Galveston

By: Brian Maxwell, City Manager
Date: 5/23/19

Lone Star Rally Inc.

By: Melissa Penland, Lone Star Rally
Date: 7/16/19

angelouecon omics

Lone Star Rally 2016

Economic Impact Study

May 9th, 2017

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Executive Summary

The following report estimates the economic impact of the 2016 Lone Star Rally on the city of Galveston, TX. To construct these estimates, this report considers two spending models: spending by festival organizers to host the Rally and visitor spending estimates *within* the city of Galveston during the event.

In total, Lone Star Rally contributed $115.6 million to Galveston's economy, which includes creating and/or supporting 1,308 full-time job equivalents and providing $34.4 million in personal income. These impacts generated an additional $691,300 in local tax receipts - $553,000 (80%) in Sales Tax revenues and $138,300 (20%) in Hotel & Occupancy Tax (HOT) revenues.

Visitor Spending Estimates

Spending Category	Overnight Visitors *Per Day*	Day Visitors *Per Day*	Spending Totals *Entire Weekend*
Food & Beverage	$27.59	$15.05	$26,609,328
Retail	$21.09	$16.06	$27,990,534
Recreation	$19.49	$14.89	$25,955,124
Lodging	$73.53	N/A	$3,515,966
Total	**$141.70**	**$46.00**	**$84,070,952**

Economic Impact:

$115.6 million
Total Economic Impact

1,308
Full-time Job Equivalents

$34.4 million
Personal Income

Local Tax Impact:

$691,300
Additional Local Tax Receipts

$553,000
Sales Tax Revenues

$138,300
HOT Revenues

Sources: *Lone Star Rally Inc., City of Galveston, Tourism Economics, Texas Comptroller, AE, IMPLAN*

Lone Star Rally Fast Facts

Attendance Figures – November 3-6, 2016:

576,000
Visitors

293,000
Vehicles

18.4%
Increase from 2015

Hotel Impact to the Greater Galveston Region

It is important to reiterate that this study analyzes the economic impact *within* the city of Galveston. Festival organizers and attendees certainly engaged businesses outside of the city, but those interactions are beyond the scope of this study.

To illustrate the magnitude of spending "leakages" outside the city of Galveston, consider the size of the Hotel industry within the city:

City of Galveston		
Total Hotel Rooms: 5,754	Estimated Party Size: 2.8 people	Estimated Capacity*: 15,789

Galveston's hotels were only able to house 2.7% of the total visitors to Lone Star Rally. This means that over 560,000 visitors did not stay within the city. Certainly, a large percent of these remaining visitors still stayed in a hotel, but this spending was not captured within the city. In fact, there are only an additional 55 hotel rooms in Galveston county that do not lie within the city – which implies that the vast majority of hotel spending occurred outside of Galveston County.

Losing spending dollars to outside areas is what is known as "leakages", and it causes reduced economic impacts for major events. If the city and county can build more hotel rooms for the future, the amount of leakage will be reduced, and this will ultimately increase the economic impacts associated with events like the Lone Star Rally.

*At 98% occupancy

Sources: *Lone Star Rally Inc., City of Galveston, Tourism Economics, Texas Comptroller, AE, IMPLAN*

Introduction

Every year since 2003, Galveston, Texas has proudly hosted the Lone Star Rally. Visitors flock to the island to attend bike shows; truck, jeep, and classic car shows; and free concerts on two stages.

The Lone Star Rally has grown in size and popularity across its 14-years – most recently it attracted 576,000 visitors to Galveston Island in 2016. Today, it is truly one of the premier motorcycle and automobile shows in the United States, having surpassed the Sturgis bike rally in Sturgis, SD.

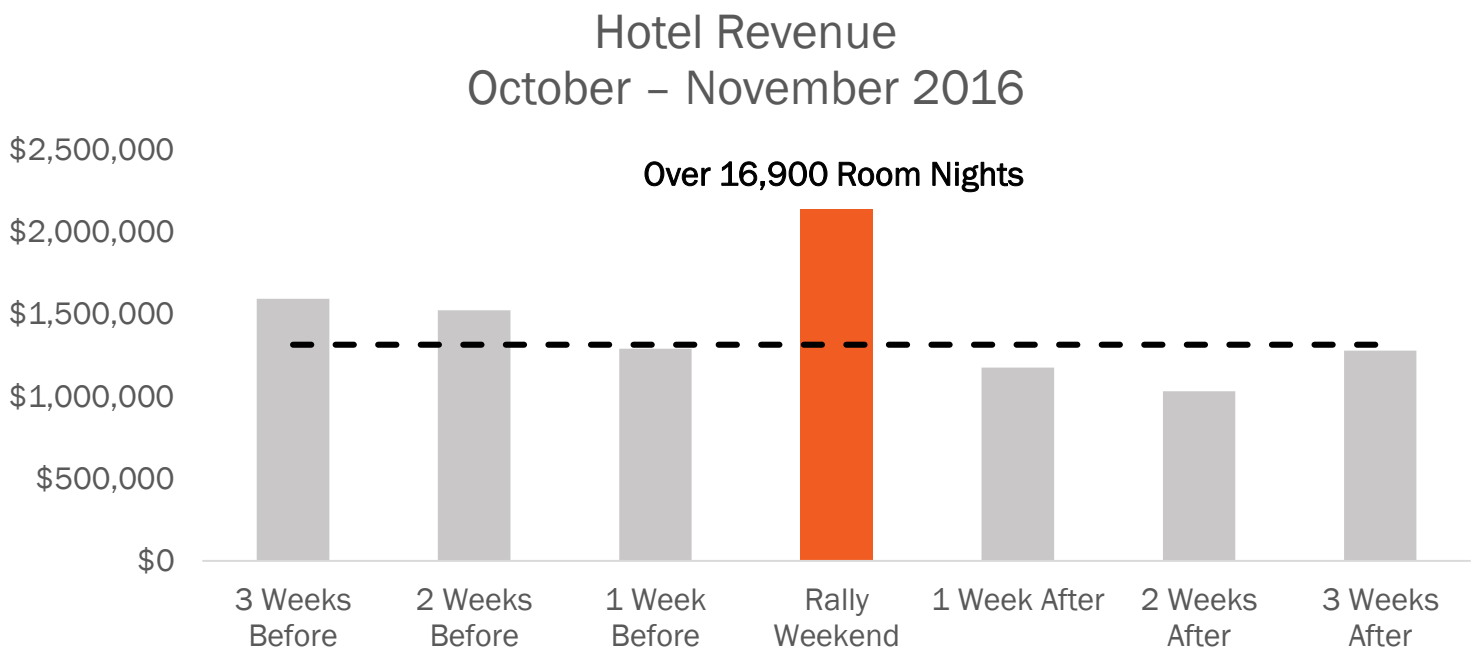
AngelouEconomics was retained by Lone Star Rally, Inc. and the City of Galveston to evaluate the economic impact of the Lone Star Rally on the Galveston economy.

In order to model the entire impact of the Rally, this analysis considers both expenses for rally operations as well as expenditures of out-of-town rally attendees. The later has been calculated using visitor spending data provided by the Galveston Island Convention and Visitors Bureau, tax receipts provided by the Texas Comptroller of Public Accounts, and AE's proprietary knowledge of large events and economic impact analyses.

Impact to Galveston Tourism Industry

Lone Star Rally occurs in November, which is during the height of Galveston's "off season". Lone Star Rally's large draw of visitors provides local businesses with revenue boosts that are unprecedented for the weekends leading up to or following the Rally.

As an example, consider the hotel industry. **Over Rally weekend, hotels on the Island generate over 62% more revenue than they normally do in the three weekends leading up to and following the event.**



Additionally, Lone Star Rally continues to grow in popularity each subsequent year it takes place. **In 2016, the Rally drew nearly 100,000 more visitors than it did in 2015.** As the Rally continues to grow, local business revenues and government tax receipts will surely continue to increase as well.

Lone Star Rally History

Year	Visitors	Percent Change
2013	375,318	
2014	381,849	1.7%
2015	486,350	27.4%
2016	**576,000**	**18.4%**

Source: *City of Galveston*

Spreading Galveston's Brand

The Lone Star Rally has grown in size and popularity across its 14-years – most recently it attracted 576,000 visitors to Galveston Island. Today, it is truly one of the premier motorcycle and automobile shows in the United States, having surpassed the Sturgis bike rally in Sturgis, SD.

As a result of its growing popularity, Lone Star Rally has placed Galveston Island in both the national and international spotlight. Many major magazine's have featured articles about Galveston Island and the Lone Star Rally, including: **Motorcycle Events Magazine, Thunder Roads Texas Magazine, Cycle Source, American Iron Magazine, and Easyrider Magazine.**

Lone Star Rally's notoriety serves as a form of free marketing for Galveston Island by bringing visitors from all over the world to Galveston's streets, beaches, and most importantly – businesses. As this report documents, the economic impact during rally weekend is truly incredible (totaling to $115.6 million).

In addition to the spike in profits during rally weekend, many local business owners have noticed that the rally's motorcycle following visits numerous times throughout the year. To illustrate this, the authors of this study interviewed Dennis Byrd, who owns the following bars and restaurants in Galveston:

Q: Do you think Lone Star Rally has encouraged visitors to visit Galveston during other parts of the year?
A: We have a strong motorcycle following throughout the year. So, in conjunction with our following and this event, it results in a successful weekend. Weather permitting, of course. I have no tangible evidence regarding those attendees of LSR revisiting the island. However, I believe it to be highly likely that given the caliber of the event and the amount of attendees that many would visit multiple times annually.

Q: Why do you think they return? And how common is this occurrence?
A: We firmly believe that successfully executed events that bring positive awareness to Galveston Island result in positive media exposure. We are supporters of Island events. Even those concentrated in areas that do not encompass businesses that we own. We do so because we believe that positive Island wide events benefit all before, during and after the event as a result of the exposure.

Q: Do you think the rally helps spread the tourism "brand" of Galveston?
A: Yes. Galveston Island is home to roughly 45K people. When we host any event, of any size larger than the local population, it is fair to assume it is spreading the tourism brand of the Island.

Q: How important are major events like Lone Star Rally in building and spreading this "brand"?
A: They are a must. All of them. Even those concentrated in areas that we do not have business. If the event is hosted on Galveston Island, it benefits the Island and all those who do business here through the exposure of the Island. Of course we would always prefer to be strategically aligned with the events but that is not always possible.

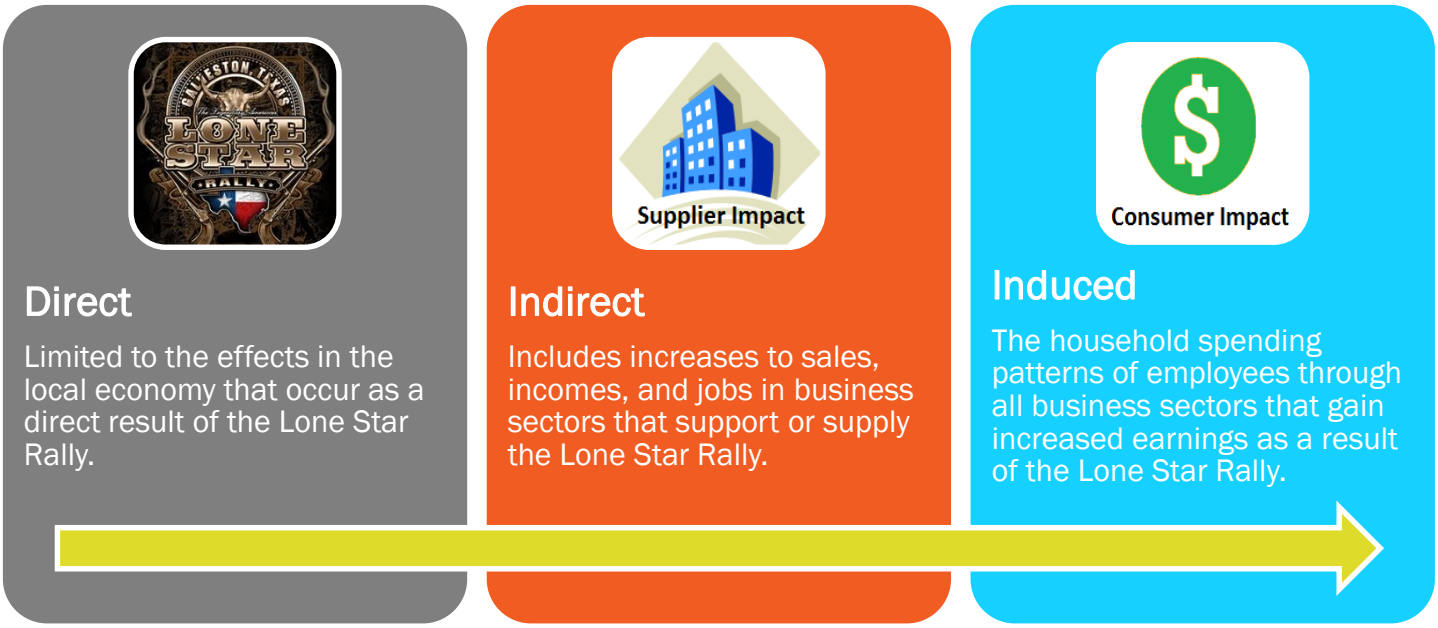
Economic Impact Methodology

Economic Impact Models & Inputs

- AngelouEconomics employed the 2015 IMPLAN (**IM**pact Analysis for **PLAN**ning) model for the analysis of the 2016 Lone Star Rally. The model utilizes multipliers specific to the Galveston economy, specifically Galveston County. The analysis of Lone Star Rally is comprised of two models: rally operations and attendee expenditures. The sum of these two impacts creates the total economic output of the Rally.
- Festival operations data was provided by Lone Star Rally, Inc. and were used to generate the festival operations model. The attendee expenditures model was created using tourism data specific to Galveston and assumptions estimating the amount of money spent by attendants on various categories of expenditures.

Model Outputs

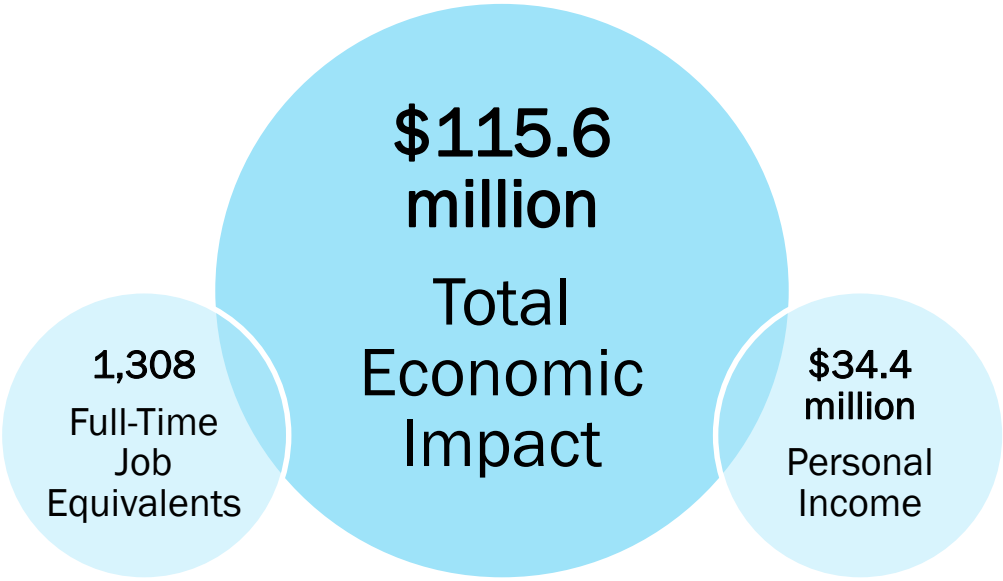
- Each of the models generate three different types of effects: direct, indirect, and induced. The IMPLAN model's calculated outputs include jobs, personal income, total economic output.



Source: *Implan*

Economic Impact

Total Impact of the Lone Star Rally



Total Economic Impacts

- The 2016 Lone Star Rally contributed **$115.6 million** to the Galveston economy.
- The 2016 rally is responsible for **1,308 full-time job equivalents**.
- More than **$34.4 million in personal income** were paid to Galveston employees as a result of Lone Star Rally.

Source: *Lone Star Rally Inc., AE, IMPLAN*

Economic Impact

Top Sectors Impacted by Lone Star Rally

Food & Beverage: $28.6 million

Recreation Industries: $26.2 million

Retail: $9.8 million

Real Estate Markets: $7.1 million

Hotels: $3.7 million

Insurance Carriers: $1.7 million

Electric Utilities: $1.1 million

Wholesale Trade: $1.0 million

Wireless Communication Providers: $710,000

Financial Institutions: $620,000

Economic Impact

Impact of Rally Operations

IMPACT OF RALLY OPERATIONS			
	Full-Time Job Equivalents	Personal Income	Total Economic Output
Direct	17	$440,092	$1,656,133
Indirect	5	$167,025	$556,681
Induced	3	$88,212	$331,415
TOTAL	**25**	**$695,329**	**$2,544,228**

420 • Local vendors directly supported by Lone Star Rally

Rally Operations Impacts

- Rally Operations accounted for **$2.5 million** of the total economic impact of the 2016 Lone Star Rally.
- Rally operations are responsible for **25 full-time job equivalents.**
- Galveston employees were paid **$695,000 in personal income** as a result of Lone Star Rally's operations.
- To account for leakages, all direct expenditures were made within the city of Galveston. **In total, 420 businesses were directly supported by Rally Operations.**

Source: *Lone Star Rally Inc., AE, IMPLAN*

Economic Impact

Impact of Lone Star Rally Attendee Expenditures

IMPACT OF ATTENDEE EXPENDITURES			
	Full-Time Job Equivalents	Personal Income	Total Economic Output
Direct	1,050	$26,080,891	$84,070,952
Indirect	103	$3,379,180	$12,903,077
Induced	130	$4,293,324	$16,127,562
TOTAL	**1,283**	**$33,753,395**	**$113,101,591**

Attendee Expenditure Impacts

- Rally Operations accounted for **$113.1 million** of the total economic impact of the 2016 Lone Star Rally.
- Over **16,900 room nights** were spent in hotels within Galveston.
- Rally operations are responsible for **1,283 full-time job equivalents.**
- Galveston employees were paid **$33.8 million in personal income** as a result of Lone Star Rally's operations.

Source: *Lone Star Rally Inc., AE, IMPLAN*

Local Sales Tax Receipts

Local sales tax revenues experienced large spikes during the Lone Star Rally weekend due to the large influx of visitors. **Attendee expenditures during Lone Star Rally generated $889,600 in local sales tax receipts – which is nearly $553,000 more than the average non-rally weekend in November and December. This boost in sales tax receipts accounts for over 30% of total receipts collected in November 2016.**

Inputs into the model were derived from the Rally Operations and Attendee Expenditures models. AE applied the 2% local rate to all qualifying expenditures made by attendees or festival organizers. These figures were cross-referenced with IMPLAN estimates and Texas Comptroller data to verify the accuracy of estimates.

Boost in Local Sales Tax Receipts
$553,000

Source: *Lone Star Rally Inc., AE, IMPLAN*

Hotel & Occupancy Tax Receipts

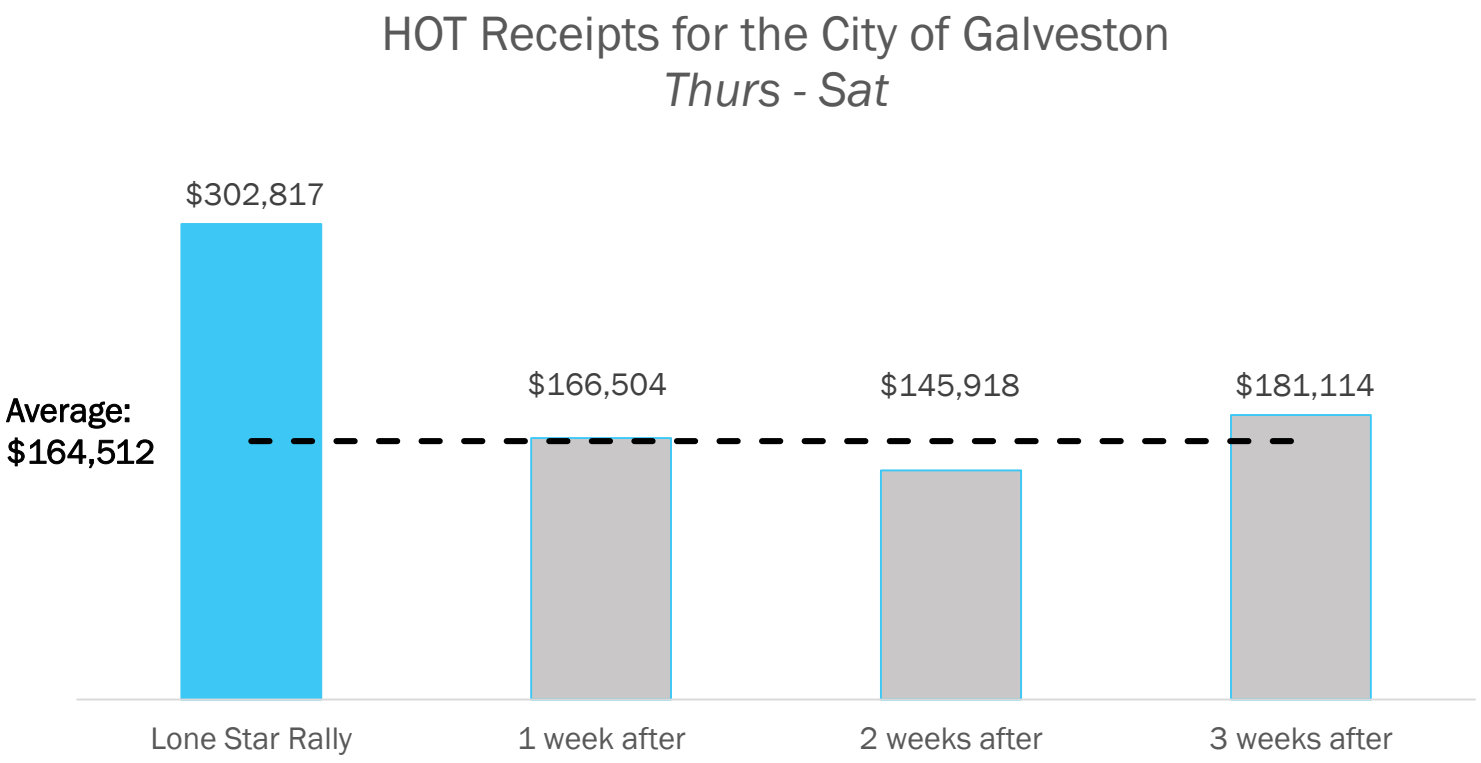
This year, Lone Star Rally attracted 576,000 visitors to Galveston Island – nearly 100,000 more than 2015. **The hotel industry was a primary beneficiary of this influx of guests, increasing hotel revenues by 84% during the Rally weekend (compared to the average non-rally weekend in November).**

Taxable Hotel Revenue	
Lone Star Rally *Nov 3-5*	**Average*** *3 weeks after Rally*
$3.4 million	**$1.8 million**

*To be consistent with the Rally, the average is taken over each Thursday – Saturday in November

In Galveston, all lodging accommodations are subject to a 9% Hotel & Occupancy Tax (HOT), which is paid to the city. Boosts in hotel revenues during Rally weekend also boosted HOT receipts for the city.

In just four days, Lone Star Rally generated $302,800 in HOT Revenues – which is $138,300 more than the average non-rally weekend in November.



Source: *City of Galveston, Texas Comptroller*

Future Recommendations

To gain a better understanding of visitor spending patterns during Lone Star Rally, AngelouEconomics recommends that organizers develop a survey for attendees. The purpose of this survey is to increase the accuracy of economic impact figures by better understanding what people are spending money on, how much they are spending, and where they are spending it. Typically, gathering around 1,000 responses will provide a representative sample for an event of this magnitude. Below are questions that should be included in the survey:

1. Did you come to Lone Star Rally from outside Galveston?
    - Yes or No
2. Did you stay on Galveston Island for the Rally?
    - Yes or No
3. If not, what city did you stay in?
    - Open response
4. What type of accommodation did you have?
    - Hotel
    - Private Home Rental (Airbnb, HomeAway, etc.)
    - Home of friends or relatives
    - No accommodation/went back to own home
5. How many nights did you stay for Lone Star Rally?
    - Open response
6. What was the average cost of your stay per night?
    - Open response
7. How many people occupied your room, including you?
    - Open response
8. Approximately how much did you spend on each of the following items while at Lone Star Rally?*
    - Clothing & Accessories
    - Retail Goods (toiletries, sunscreen, etc.)
    - Food/Non-alcoholic drinks
    - Alcoholic drinks
    - Entertainment
    - Other (bodegas, Art Market, anything else)

**Open response for each category*

Appendix

Additional Definitions

- **Multipliers:** Are unique to the region being studied and used to calculate the specific effects brought about by a change to a regional economy. For instance, a positive economic activity will have a multiplier greater than 1. This means that the economic impacts are greater than just the direct expenditures from the analyzed activity. Simply put, a multiplier is the ratio that defines the total economic output created for each dollar invested.

- **Jobs:** are created through induced effects and are full-time equivalents.

- **Personal Income:** includes all forms of employment income. This includes both wages and benefits.

Appendix

Attendee Expenditure Methodology

To build the Attendee Expenditures model for Lone Star Rally, AngelouEconomics relied on visitor spending data provided by the Galveston Island Convention and Visitors Bureau (via Tourism Economics), hotel and occupancy tax receipts provided by the Texas Comptroller of Public Accounts, and AE's proprietary knowledge of large events and economic impact analyses.

The following two charts provide the baseline data or assumptions used to build the attendee expenditure model, and the source of that information.

Key Assumptions & Baseline Data						
Assumption /Data	November 2016 Hotel Revenues	% of Hotel Revenue Attributed to LSR	Number of Hotel Rooms in Galveston (city)	Occupancy Rate During LSR	Visitors per Room	Attendance
Amount	$9.2 million	38%	5,754 rooms	98-100%	2.8 people	576,000
Source	Texas Comptroller	Galveston Park Board	Texas Comptroller	Interviews with Hospitality Professionals	AE	City of Galveston

Visitor Spending Estimates Source: Galveston Island Convention and Visitors Bureau		
Spending Category	Overnight Visitors	Day Visitors
Food & Beverage	$27.59	$15.05
Retail	$21.09	$16.06
Recreation	$19.49	$14.89

About AngelouEconomics

AngelouEconomics partners with client communities and regions across the United States and abroad to candidly assess current economic development realities and identify opportunities.

Our goal is to leverage the unique strengths of each region to provide new, strategic direction for economic development.

As a result, AngelouEconomics' clients are able to diversify their economies, expand job opportunities and investment, foster entrepreneurial growth, better prepare their workforce, and attract 'new economy' companies.

To learn more, visit www.angeloueconomics.com

Project Team

Angelos Angelou
Principal Executive Officer

William Mellor
Vice President & General Manager

Anthony Michael
Project Manager, Economic Impact

October 7, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (one 1200 Max water recycling sewer jet/vacuum unit) and associated equipment for the Municipal Utilities Department from Houston Freightliner through HGAC Buy for a total price of $537,051.

I. Background

A. Funding for new equipment has been earmarked for the listed department(s).

B. Buy Board, HGAC Buy and TPASS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.

C. The requested vehicle is a sewer jet/vacuum machine that actually recycles the involved water which reduces waste.

D. The extended purchase price for this package is $537,051.

E. Houston Freightliner is located in Houston Texas.

F. Delivery should be within 110 days from the date that the purchase order number is issued.

G. Additional equipment will be installed by the dealer which was noted in the specification by the requesting department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (one water recycling sewer jet/vacuum unit) and associated equipment for the

Municipal Utilities Department from Houston Freightliner through HGAC Buy for a total price of $537,051.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - $537,051
2. Timing - Delivery should be within 110 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (one water recycling sewer jet/vacuum unit) and associated equipment for the Municipal Utilities Department from Houston Freightliner through HGAC Buy for a total price of $537,051.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Department Head Request	Trino Pedraza, Director of Municipal Utilities

Cost	$537,051
Funding Source	Municipal Utilities Capital Account
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicle(s) are produced under current EPA standards. This unit has the ability to take sewer water that has been extracted, filter it, and then return it to the system that it was pulled from.

Respectfully Submitted

David Smith
Executive Director

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-18	Date Prepared:	9/10/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Galveston	**Contractor:**	Houston Freightliner
Contact Person:	Trino Pedraza	**Prepared By:**	Adam Neuse
Phone:	4097973683	**Phone:**	713-580-8148
Fax:		**Fax:**	713-676-1603
Email:	tpedraza@galvestontx.gov	**Email:**	adam.neuse@strhouston.com

Product Code:	**C3**	**Description:**	**2020 Freightliner 114SD TRA**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 89830

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DA-F-20 20,000 LB Front Axle	2577	Air Cab Mounts	91
20,000 LB Front Suspension	1130	Stationary Grille	221
RT403 40,000 LB Rear Suspension	2241	LH/RH Electric Power Windows	164
272" Wheelbase	1580	LH/RH Electric Door Locks	74
7/16x3-9/19x11-1/8" Frame 120KSI	654	Basic High Back Air Driver Seat	159
1/4" Inner Frame Rienforcement	717	Basic High Back Air Passanger Seat	198
RH Understep Aftertreqtment w/ Vert Stack	617	AM/FM Radio w/ Bluetooth	299
LH 100 Gallon Fuel Tank	308		
425/65R22.5 FR Tires	471		
11R22.5 RR Tires	255	Special Camel 1200 MAXXX Water Re-Cycling Module	435296
		Subtotal From Additional Sheet(s):	
		Subtotal B:	447052

HGACBuy THE SMART PURCHASING SOLUTION

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	**X Subtotal of A + B + C:**	536882	=	**Subtotal D:**	536882

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount	**-1331**		
		Subtotal F:	-1331

Delivery Date:	**75-110 Days ARO**	**G. Total Purchase Price (D+E+F):**	537051

CAMEL 1200

12 YARD SEWER CLEANER

Featuring Wastewater Recycling Capability

CAMEL SAVES

WATER • TIME • MONEY

SAVE WATER!

Clean 2,500 feet of pipe a day; save 50,000 gallons of water a week.
Good for productivity. Good for the environment.

SAVE TIME!

Longer on-site performance. Clean 78% more pipe a day.
That's like adding two more days to the five day work week.

SAVE MONEY!

Saving water, saving time: Saves money.
Double your profits. Pay your unit off in months.

Camel WASTEWATER RECYCLING

EXCEPTIONAL WASTEWATER RECYCLING CAPABILITY

- Unique ejector plate serves as a full body primary filter
- Self-cleaning filter system makes longer, continuous performance possible
- Hydro cyclone separator ensures life-time durability
- Industry's most advanced water pump specifically designed for efficient performance and wastewater recycling operation
- Patented Acculevel® load sensor provides operators with easy viewing of precise debris level measurement

REQUEST YOUR DEMO TODAY!

www.camelsaves.com

Super Products LLC 800.837.9711 • www.superproductsllc.com

Super Products®

CAMEL® MAX SERIES

COMBINATION SEWER CLEANERS

MAXIMUM SAFETY.
MAXIMUM RELIABILITY.
MAXIMUM PERFORMANCE.

800.837.9711 • WWW.SUPERPRODUCTSLLC.COM

CAMEL®

THE MOST VERSATILE COMBO IN THE INDUSTRY

- Jet
- Vacuum
- Hydro Excavate
- Wastewater Recycle
- Dump
- Eject

OPTION

Hydro Ex Package

Adding the Hydro Ex Package to your truck will transform your Combination Sewer Cleaner into a Hydro Excavator. The package comes with (1) water handgun, (1) dig tube with nonconducting cuff, (1) urethane coated nozzle with three replaceable jets, and (5) other accessories to turn your Camel into a 3 in 1 mobile unit. Clean a sewer line in the morning and unearth utility lines in the afternoon.

Super Products®

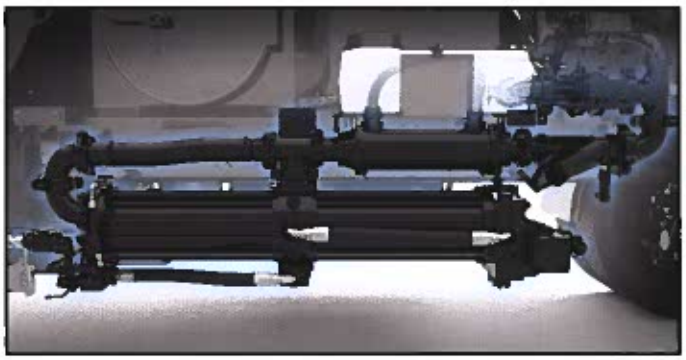
800.837.9711 • WWW.SUPERPRODUCTSLLC.COM

1119

STANDARD FEATURES
AVAILABLE ON ALL CAMELS

Highly Accomodating Front-Mounted Hose Reel

- 270° rotation, 180° rotation fully retracted
- Capable of 1000' of 1" diameter sewer hose
- Extends 18"



Advanced Water Pump

- Pressure sensing, double acting, single piston pump, powered hydraulically
- 1:1 oil to water ratio and rated design capacity of 100 gpm and 3000 psi continuously
- Does not need to be removed from chassis for service

Precision Controls

- Color digital monitor displays hose footage count and offers 20 saved settings for hose reel payout
- LED panel lights enables readability in all environments at 1000 nits
- Ability to run water pump with or without vacuum

Additional Standard Features

- Tailgate Alarm
- Body Up Alarm
- Boom Up Alarm
- Back Up Camera
- Sewer Hose Containment Shield
- Unit Self Diagnostics
- Dual Hydraulic Cooling
- Dual Accumulators
- (1) Cyclone: 44,000 in³ with Quick Release Door less than 50" off the ground
- Hot Shift Transfer Case
- Air Purge
- 1000lb Boom Lifting Capacity

OPTIONS

- *Acculevel Load Sensor System*
- *Lighting Packages*
- *Hydro Ex Package*
- *Additional Tool Boxes*
- *Fully Automatic Powered Level Wind (goal post style)*
- *Hose Reel Tensioning*
- *Wireless Remote*
- *Winter Recirculation*
- *Hydrant Fill with Auto Shut Off*

* Disclaimer: Product photos may include standard and/or optional features

BUILD YOUR CAMEL

1 DEBRIS CAPACITY: 9 YARD OR 12 YARD

Camel 900 / 9 Yard Debris Body

- Length: 35' 6" (approx.)
- Height: 11' 6" (approx.)
- Width: 8' Body, 9' 2" with mirrors (approx.)
- Water Capacity: 1,000 gallons
- Unloading: Dump option only

Camel 1200 / 12 Yard Debris Body

- Length: 38' 6" (approx.)
- Height: 11' 6" (approx.)
- Width: 8' Body, 9' 2" with mirrors (approx.)
- Water Capacity: 1,500 gallons
- Unloading: available with Dump or Eject
- Wastewater Recycling option available (Eject only)

Single Engine Design

All Camel models feature a single engine design which offers:

- **Lighter Weight**
- **Up to 40% Less in Fuel Use**
- **15% lower operating RPM**

2 UNLOADING OPTIONS:
DUMP OR EJECT

DUMP UNLOADING: The dump unloading system uses a telescopic hydraulic cylinder to raise the body up to a 50° angle for unloading. The unit still maintains a low overhead height during normal operation and a low center of gravity for increased stability.

available on both 900 and 1200

TILT EJECTION UNLOADING: The tilt ejection unloading system provides safe and thorough removal of desbris from the collector body along with more efficient cleanouts. The debris body raises to 19° angle while the ejector plate quickly pushes out debris.

ONLY available on the 1200

OPTION

ACCU|LEVEL
Load Sensor System

20/20 Vision for your Camel

The Acculevel® is an innovative radar debris body level sensor that shows the true debris level. This is digitally displayed on the front mounted control panel for easy operating viewing. By monitoring this, the operator can choose to continue working, dewater or dump debris.

3 WASTEWATER RECYCLING: FILL IT ONCE & WORK ALL DAY

Super Products' wastewater recycling system enables operators to clean sewers without the use of fresh water.

SAVE WATER

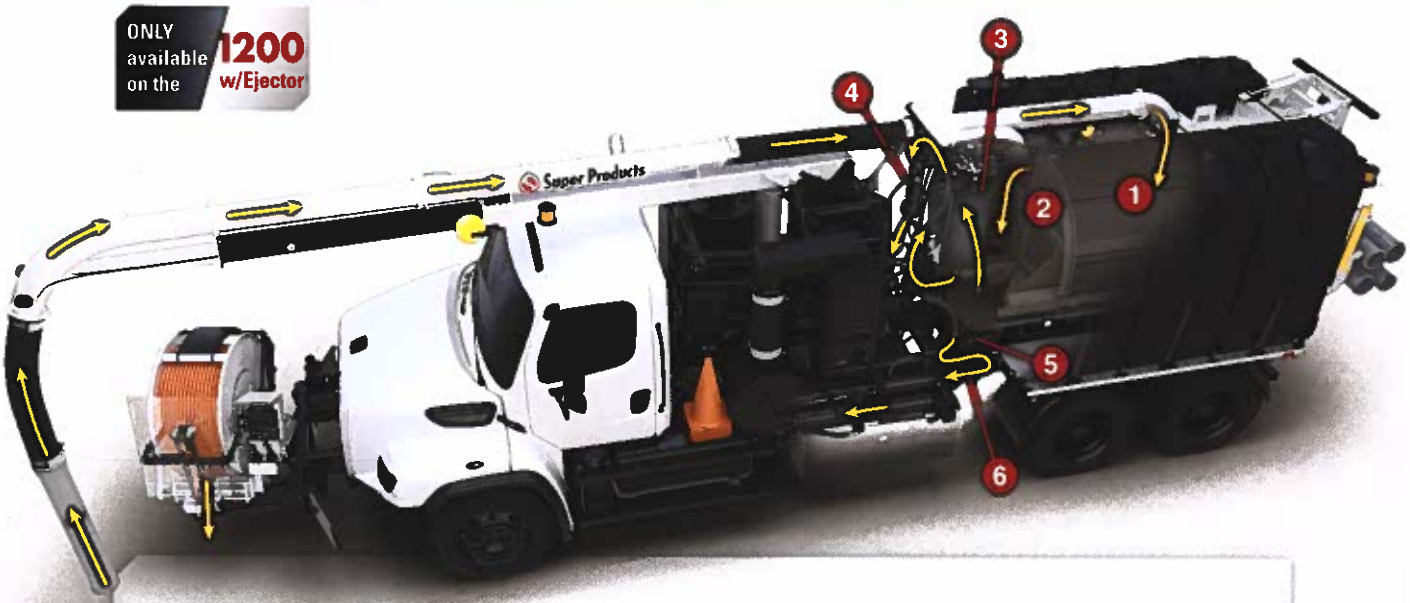
Clean 3,000 feet of pipe a day;
SAVE 60,000 GALLONS
of water a week!

SAVE TIME

Longer onsite performance;
CLEAN 78% MORE
pipe a day!

› This equates to 2 extra work days!

ONLY available on the 1200 w/Ejector



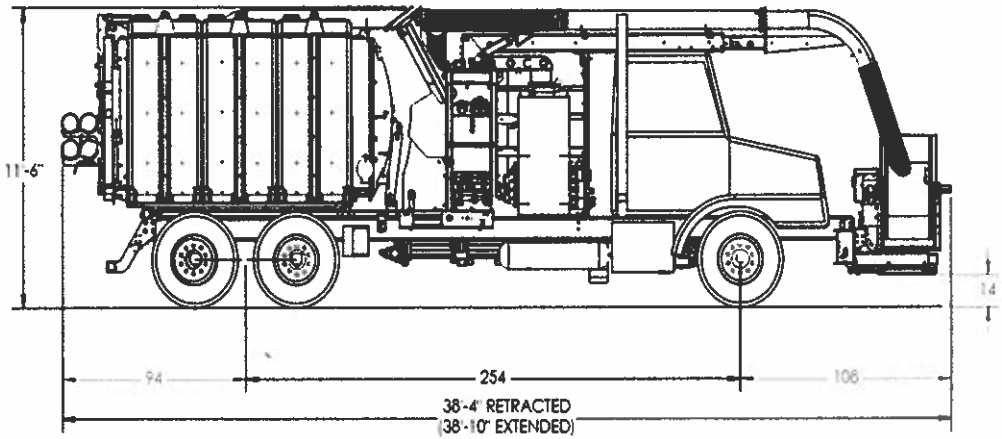
6 Stages of Wastewater Recycling

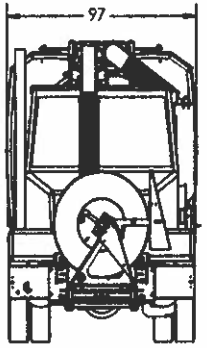
1. **Debris Tank** - Initial separation takes place as debris enters
2. **Ejector Plate** - Small clearances and passages allow liquids to pass to the bulkhead side, holding solids on the tailgate side
3. **Stainless Steel Wedge Wire Filter** – Self-cleaning and oscillating
   a. Constant low pressure spray bar uses recycled water to externally clean the screen
   b. Intermittent high pressure spray bar uses fresh water to internally clean the screen
4. **Cyclone Separator** - Removes particles from the liquid
   a. Includes an automatic continuous discharge of particles back into the debris body
5. **Air Operated Butterfly Valves** - Select between fresh and recycled water supply
6. **Y-Strainer with Stainless Steel Element** - Filters the liquid prior to the high pressure water pump

Camel®

REVISIONS

REV #	ECO #	DESCRIPTION	DATE	APPR
A			04/26/2018	D. King





ALL DIMENSIONS AND SPECS ARE FOR REFERENCE ONLY. ACTUAL VALUES MAY VARY BASED ON CHASSIS MANUFACTURER AND SELECTED OPTIONS.

	NAME	DATE
DRAWN BY	[illegible]	[illegible]
ENG APPR.	D. King	04/26/2018
MFG APPR.		

MATERIAL:

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES ARE
[illegible]
ANGULAR: MACH ± BEND ±
FINISH:
GEOMETRIC TOLERANCING PER ASME Y14.5

PROPRIETARY AND CONFIDENTIAL
[illegible]

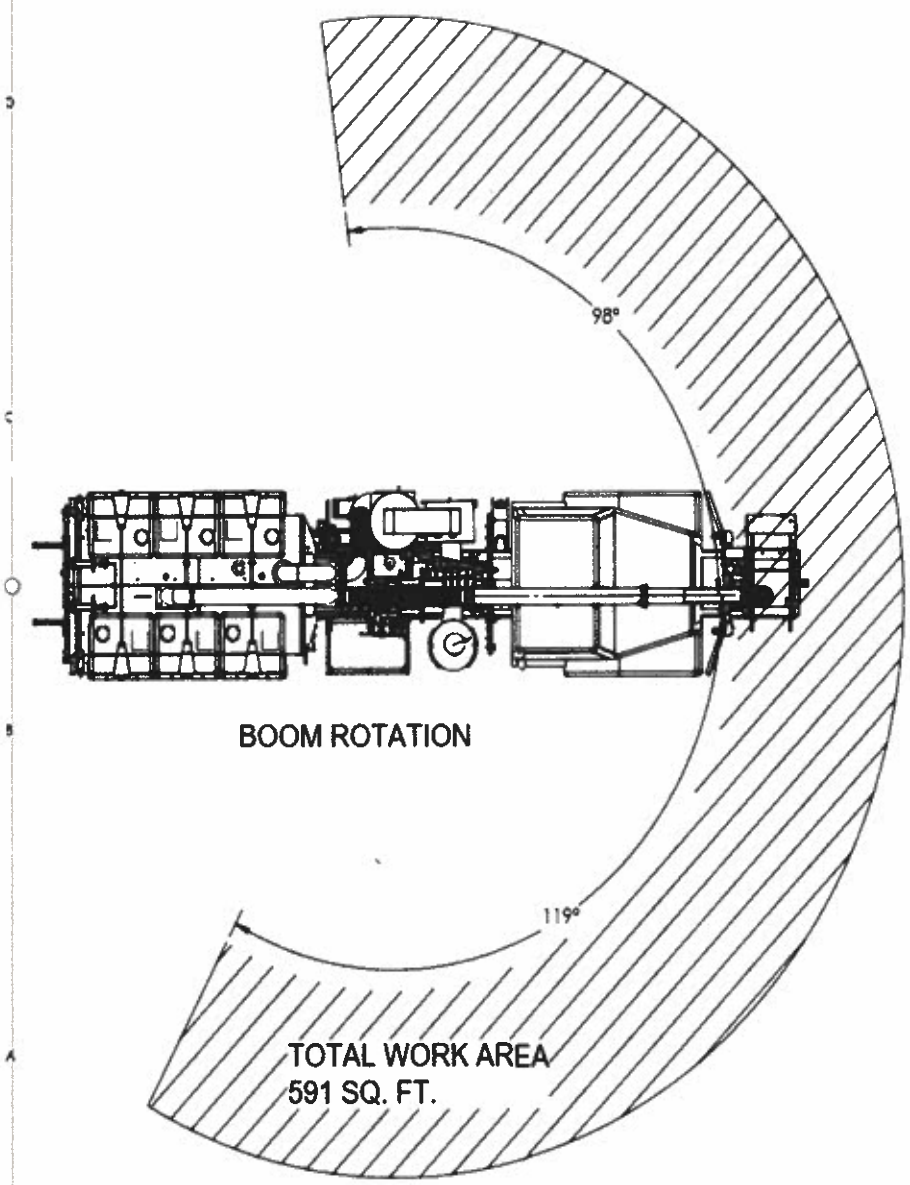
SUPER PRODUCTS
TRUCK MOUNTED VACUUM EQUIPMENT

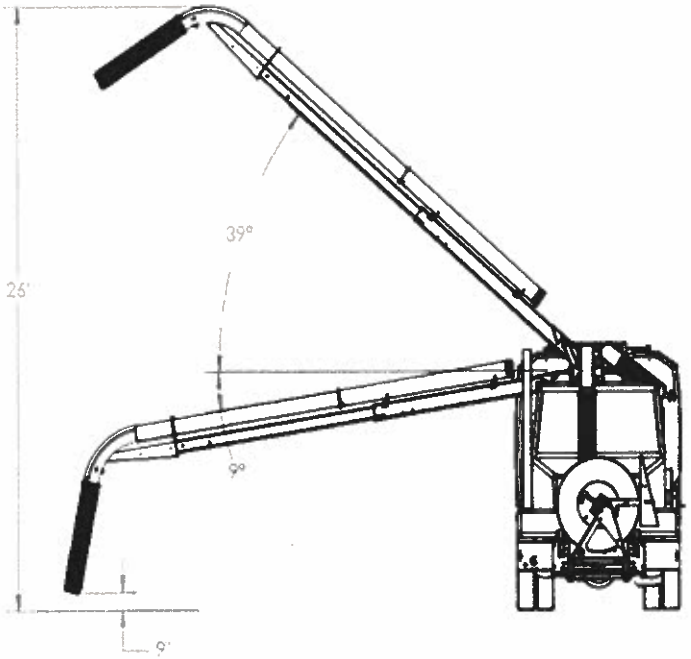
TITLE:
LAYOUT, 12YD CAMEL DIMENSIONS

DWG. NO. 0033428

REV A

SIZE B | SCALE: 1:48 | WEIGHT: 0.00 | SHEET 1 OF 3





BOOM REACH

SUPER PRODUCTS
TRUCK MOUNTED VACUUM EQUIPMENT

DWG. NO.	REV
0033428	A

SIZE | SCALE: 1:64 | WEIGHT: 0.00 | SHEET 2 OF 3

October 8, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility and other city departments to purchase assortments of shop tools and supplies annually from Kimball Midwest who is a member of the Buy Board cooperative purchasing organization. The funding sources will be the user department's parts, supplies and lube accounts.

I. Background

A. Kimball Midwest is a supplier of shop supplies and is a nationwide business.

B. Buy Board is a cooperative purchasing organization that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.

C. Staff will negotiate with this vendor to achieve the lowest pricing available to a municipal organization on an as needed basis.

D. This vendor has a supply location out of the Houston area.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility and other city departments to purchase assortments of shop tools and supplies annually from Kimball Midwest who is a member of the Buy Board cooperative purchasing organization. The funding sources will be the user department's parts, supplies and lube accounts.

III. Alternatives in order of priority

A. Approve the request.

1. Cost - will be negotiated at the time of the purchase.
2. Timing - as soon as possible.

3. Departmental Improvements - will provide the various departments with required supplies at a reduced pricing.

B. Do not approve the request.

1. Cost - no additional cost at this time.
2. Timing - N/A
3. Departmental Improvements - the cost of required supplies will increase.

IV. Fiscal Impact Report

Requested by	David Smith
Funding Source	Parts, supplies and lube accounts.
Cost	Not to exceed budgeted amounts.
Savings Estimation	Costs will be negotiated at time of purchase.

V. Environmental Impact

NA

VI. Recommendation

Approve the request.

Respectfully Submitted

David Smith
Executive Director

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 24, 2018

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Building Maintenance, Repair and Operations Supplies and Equipment, Proposal No. 577-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2018 through 11/30/2019, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 577-18 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

November 13, 2018

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: Building Maintenance, Repair and Operation Supplies and Equipment, Proposal No. 577-18

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2018 through 11/30/2019, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

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Cooperative Purchasing
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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Building Maintenance, Repair and Operations Supplies and Equipment

Proposal Due Date/Opening Date and Time: May 3, 2018 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 577-18

Anticipated Cooperative Board Meeting Date: October 2018

Contract Time Period: December 1, 2018 through November 30, 2019 with two (2) possible one-year renewals.

Kimball Midwest
Name of Proposing Company

5/2/2018
Date

4800 Roberts Rd
Street Address

Signature of Authorized Company Official

Columbus, OH 43228
City, State, Zip

LeAnna Toebbe
Printed Name of Authorized Company Official

800-233-1294 x2696
Telephone Number of Authorized Company Official

Government Sales Analyst
Position or Title of Authorized Company Official

614-219-6840
Fax Number of Authorized Company Official

31-4408759
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

VENDOR CONTACT INFORMATION

Company: Kimball Midwest

Vendor Contact Name and Mailing Address for Notices: Gov Sales Dept; 4800 Roberts Rd. Columbus, OH 43228

Company Website: https://www.kimballmidwest.com

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: **Internet**. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: **Fax**. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

[x] I will use the **INTERNET** to receive purchase orders.

E-mail Address: all-governmentgroup@kimballmidwest.com

Internet Contact: LeAnna Toebbe Phone: 800-233-1294 x2696

Alternate E-mail Address: govwebforms@kimballmidwest.com

Alternate Internet Contact: Katelyn Bray Phone: 800-233-1294 x2436

[ ] I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

[ ] Purchase orders may be received by any Designated Dealer identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: govwebforms@kimballmidwest.com

Alternate E-mail Address: all-governmentgroup@kimballmidwest.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

■ Service fee invoices and related communications should be provided directly to my company at:

Mailing address: 4800 Roberts Rd **Department:** Government Sales

City: Columbus **State:** OH **Zip Code:** 43228

Contact Name: LeAnna Toebbe **Phone:** 800-233-1294 x2696

Fax: 614-219-6840 **E-mail Address:** govwebforms@kimballmidwest.com

Alternative E-mail Address: all-governmentgroup@kimballmidwest.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____

Fax: _____ **E-mail Address:** _____

Alternative E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**

☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Kimball Midwest
Company Name

4800 Roberts Rd
Address

Columbus
City

OH
State

43228
Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☒ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or 5 %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas 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. (TEX. GOV'T CODE Ch. 2270)

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kimball Midwest
Company Name

LeAnna Toebbe
Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

5/2/18
Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☒ Other: UPS

2. Payment Terms: ☒ Net 30 days ☒ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 3 ARO

4. Vendor Reference/Quote Number: N/A

5. State your return policy: 1. Credit resulting from the return of an entire sales order will apply against future orders only. 2. Merchandise must be in standard box quantities and in clean, resalable condition and may be subject to a 20% restocking charge. Dirty and abused merchandise will not be accepted for credit. 3. only merchandise originally sold by Kimball Midwest will be considered for credit return. 4. After 90 days a return is subject to corporate approval.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☐ No

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Kimball Midwest
Company Name

4800 Roberts Rd
Address

Columbus — City
OH — State
43228 — Zip

800-233-1294 x2696 — Phone Number
614-219-6840 — Fax Number

LeAnna Toebbe
Contact Person

Kimball Midwest
Company Name

1202 Avenue S.
Address

Grand Prairie — City
TX — State
75050 — Zip

972-975-2777 — Phone Number
972-975-4403 — Fax Number

Tammy Wagoner
Contact Person

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

Your Company Name | Signature of Authorized Company Official

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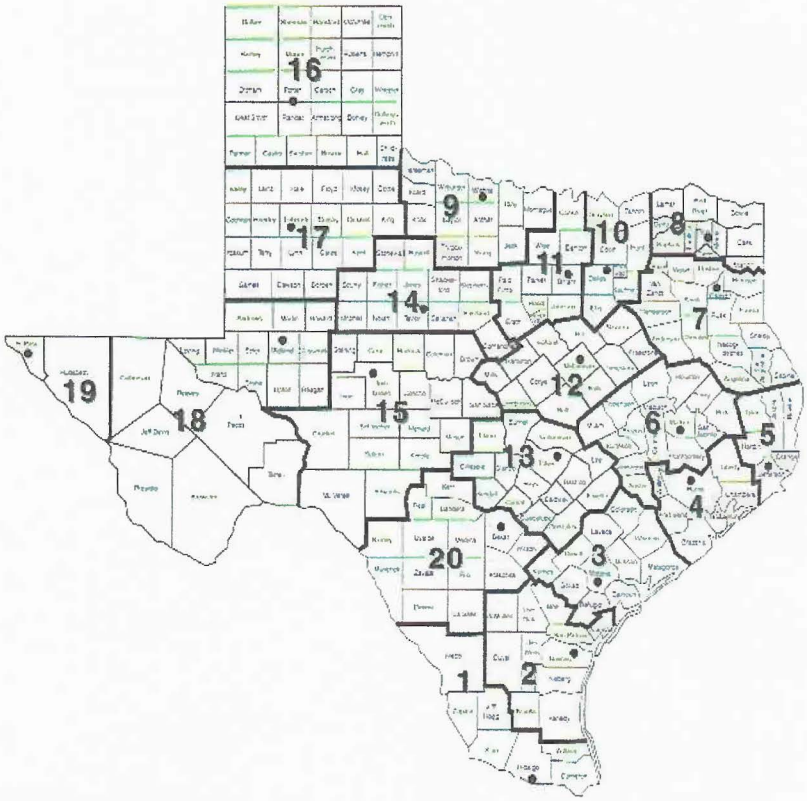
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Kimball Midwest

Company Name

Signature of Authorized Company Official

LeAnna Toebbe

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Kimball Midwest
Name of Vendor

577-18
Proposal Invitation Number

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name of Authorized Company Official

5/2/18
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 2,300,000. (The period of the 12 month period is 1/1/2017 / 12/31/2017). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y		51V (hardware superstore)
2. T-PASS (State of Texas)	N	Y - 8/2006 - 2/2017	51V (hardware superstore)
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN	Y		Full catalog
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)	Y		Full catalog
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 50 **Proposed Discount (%):** 33

Explanation: We have identified areas to reduce our overall catalog list from when our existing BuyBoard contract was last last negotiated. Rather than see a decrease in savings, members would see minimal change from existing price paid.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume

1. Sharyland ISD - Joel Gonzalez - 956-580-5246 - BuyBoard 501-15 - $1485

2. Weslaco ISD - Jorge Marin - 956-969-6860 - BuyBoard 501-15 - $2168

3. Roma ISD - Jose Cuestas - 956-849-1424 - 33% - $4550

4. Valley View ISD - Alex - 956-340-1030 - BuyBoard 501-15 - $3251

5. Rio Grande City ISD - Jerry Gundran - 956-437-3191 - 33% - $2100

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

1- Our sales reps will be notified to inform purchasing agents at schools & state/local agencies of our BuyBoard contract and urge them to utilize the Cooperative for price savings. For members we already do business with, a letter will be e-mailed or mailed to their point of contact we have on file to inform them they may continue to receive discounted pricing on our catalog through the Cooperative. 2- If permitted by the Cooperative, a co-branded sales sheet would be developed within 90 days of award andsent to the appropriate BuyBoard contact for approval prior to any distribution. This sheet would provide Kimball Midwest sales personnel a useful tool to promote the contract to existing members and entities eligible to join. 3 - If also permitted, the contract would be listed on the government section of our website. The post would adhere to guidelines required by the Cooperative.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Pg 26, section 1: Federal and State/Purchasing cooperative sales

Pg. 28, Governmental References

Attached Kimball Midwest Price File

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

5/2/18
Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Midwest Motor Supply Co. Inc. - DBA Kimball Midwest

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation x
Limited Liability Company _____
Partnership _____
Other _____ If other, identify _____

State of Incorporation (if applicable): Ohio

Federal Employer Identification Number: 31-4408759

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Kimball Midwest

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.
Midwest Motor Supply Co. Inc.

2 Business name/disregarded entity name, if different from above
Kimball Midwest

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ 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.
☐ 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)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) 4800 Roberts Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Columbus, OH 43228

7 List account number(s) here (optional)
Remittance Address: Kimball Midwest, Dept. L-2780, Columbus, OH 43260-2780

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
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 1 - 4 4 0 8 7 5 9

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶** 1/18/18

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/fw9*.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

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1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	LT
2. Termination for Cause or Convenience	Yes	LT
3. Equal Employment Opportunity	Yes	LT
4. Davis-Bacon Act	Yes	LT
5. Contract Work Hours and Safety Standards Act	Yes	LT
6. Right to Inventions Made Under a Contract or Agreement	Yes	LT
7. Clean Air Act and Federal Water Pollution Control Act	Yes	LT
8. Debarment and Suspension	Yes	LT
9. Byrd Anti-Lobbying Amendment	Yes	LT
10. Procurement of Recovered Materials	Yes	LT
11. Profit as a Separate Element of Price	Yes	LT
12. General Compliance and Cooperation with Cooperative Members	Yes	LT

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Kimball Midwest
Company Name

Signature of Authorized Company Official

LeAnna Toebbe
Printed Name

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

See Attached "Supplement to Proposal Invitation Questionnaire"

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

See Attached "Supplement to Proposal Invitation Questionnaire"

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

See Attached "Supplement to Proposal Invitation Questionnaire"

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

N/A

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

No third party or subcontractor is proposed. All tasks and functions pertaining to this bid can be completed in-house without the use of a sub-contractor or other third party. Functions include but are not limited to: sales, customer support, order processing and fulfillment, invoicing, returns, vendor managed inventory (VMI) services, contract reporting, and prompt service fee payment.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See Attached "Supplement to Proposal Invitation Questionnaire"

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No.

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

TXMAS-6-51V080 was terminated for convenience by the Texas Comptroller of Public Accounts, citing "less than $25,000 in sales over the previous year to date." It was a mass award schedule based on our GSA contract GS-06F-0040N. Termination was effective 2/6/17.

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

Not Applicable

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

We operate a Homegrown Quality System which includes supplier audits, incoming inspection, documented process procedures, product testing, COC collection, equipment calibration cycles, documented training, top-down support of quality metrics which are incorporated into annual corporate plans for all internal departments and individual position descriptions, with monthly and quarterly reporting of results to upper management, etc.

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Not Applicable

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

Please refer to Worker's comp: 2018 EMR = 1.96; 2017 EMR = 1.53; 2016 EMR = 1.35.

No documented safety issues to report. Occasional injuries arise from this type of work, typically sprains and strains, that are handled under policies and procedures. All Kimball Midwest employees are instructed to comply with Personal Protective Equipment (PPE) use as applicable, such as the use of hard hats, safety glasses, etc.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Kimball Midwest

Company Name

Signature of Authorized Company Official

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

   Kimball Midwest has been in business since 1923 and is family owned and operated. Midwest Motor Supply Company, Inc. was founded in Columbus, Ohio in 1933. In 1984, the Company acquired the Kimball Company, founded in Cleveland, Ohio in 1923. Thereafter, the Company has conducted business as Kimball Midwest. Kimball Midwest is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

   Please see the contacts listed under "Governmental References" on page 28.

   Services performed for these customers vary across order acceptance and delivery, product training, installation and maintaining labeled shop equipment bins and ongoing service through vendor managed inventory (VMI) solutions: stock bins with delivered product, performing scheduled inventory, providing regular "Value-Added" reviews to demonstrate VMI's cost savings, and identifying and sourcing non-stock products to fulfill special orders.

   Current contracts of similar or greater size and scope:
   BuyBoard Contract 501-15
   GSA Schedule GS-06F-0040N
   National IPA Cooperative – Contract R142105 with Region 4 ESC

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

   As a current holder of BuyBoard contract 501-15, Kimball Midwest has a proven track record performing the work contemplated under this contract. Through support from our corporate office and external sales reps, we will service BuyBoard members' accounts according to Kimball Midwest's exceptional standards and practices. Our Sales Force and internal staff work hand-in-glove to make sure our end-user customers are taken care of. Participating entities can expect prompt and courteous service 8am to 5pm in their time zones, whether through their Kimball Midwest sales representative or our Customer Service department.

Kimball Midwest offers multiple convenient ways to order any of the 49,000+ items in our catalog and access to 550,000+ hard-to find items through special order: through a sales representative, online via our Storefront (www.kimballmidwest.com), by phone, fax, and e-mail. Our online Storefront enables customers to browse our full catalog, take advantage of online ordering, product information, and Safety Data Sheets (SDS) 24 hours a day, 7 days a week, along with secure log-in access to their invoices, tracking, and purchase history.

We operate four full-service distribution centers across the United States. Our primary distribution center and headquarters are in Columbus, Ohio, with the additional distribution centers located in Grand Prairie, TX; Reno, NV; and Savannah, GA. The fill rate of all Kimball Midwest distribution centers exceeds 99% and has an accuracy rate of 99.86%. By establishing proactive checks and measures to sustain these high service rates, customers can trust their orders with Kimball Midwest will be accurate and on-time.

We strive to develop a "partnership in performance" with each customer to identify and satisfy their needs by way of superior products and programs. Our 850+ Sales Representatives have an average tenure of 9 years supplying vendor managed inventory (VMI) solutions and extensive training is conducted for both new hires and veteran reps which includes product training, inventory analysis and control, conversion and reset of inventory, safety seminars, and workplace efficiency. Chief among their tools are custom handheld devices through which they can complete dozens of functions, including generating quotes and orders while on-site with a customer.

Kimball Midwest's Customer Service team is equipped to answer questions on product availability, billing and order status, add notes to accounts with unique requirements, arrange returns, and more. We understand communication is key; should any inquiry require additional research, we are committed to providing timely follow-up the same or next business day. Customer Service can also assist with putting customers in contact with their nearest Kimball Midwest Sales Rep.

Our Strategic Sales team is experienced with developing and managing large-scale accounts and contracts for corporate entities, cooperatives, and federal, state, and local government agencies. We presently provide sales reports and fee remittance for several government contracts on a monthly and quarterly basis which are tailored to the recipient's needs. We have experience with BuyBoard's requirements and can continue timely execution of the service fee obligations described in the terms and conditions.

Kimball Midwest appreciates the opportunity to participate in this RFP for BuyBoard and its members. Having fulfilled the maintenance supply needs of government agencies for decades, Kimball Midwest is ready and eager to satisfy the obligations outlined in this proposal from day one.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Kimball Midwest has been in business since 1923 and is family owned and operated. It is one of the largest distributors in the industrial maintenance aftermarket in the United States, currently ranked 42 in Industrial Distribution's annual publication of "The Big 50" MRO suppliers, and 39th in Modern Distribution Management's Top 40 Industrial Distributors list for 2017. We service over 75,000 customers of all sizes in virtually every field of industry. Our sales growth has been very dynamic, increasing from less than $1 million in 1983 to more than $200 million today.

None of Kimball Midwest's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- ☑ Completed: **Proposer's Agreement and Signature**
- ☑ Completed: **Vendor Contact Information**
- ☑ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☑ Completed: **Resident/Nonresident Certification**
- ☑ Completed: **No Israel Boycott Certification**
- ☑ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☑ Completed: **Historically Underutilized Business (HUB) Certification**)
- ☑ Completed: **Construction Related Goods and Services Affirmation**
- ☑ Completed: **Deviation/Compliance**
- ☑ Completed: **Location/Authorized Seller Listings**
- ☑ Completed: **Manufacturer Dealer Designation**
- ☑ Completed: **Texas Regional Service Designation**
- ☑ Completed: **State Service Designation**
- ☑ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☑ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☑ Completed: **Governmental References**
- ☑ Completed: **Marketing Strategy**
- ☑ Completed: **Confidential/Proprietary Information**
- ☑ Completed: **Vendor Business Name with IRS Form W-9**
- ☑ Completed: **EDGAR Vendor Certification**
- ☑ Completed: **Proposal Invitation Questionnaire**
- ☑ Completed: **Required Forms Checklist**
- ☑ Completed: **Proposal Specification Form with Catalogs/Pricelists**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 577-18-Building Maintenance, Repair and Operations Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

☐Manufacturers shall be listed in alphabetical order

☐Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Section I: Equipment, Products, and Supplies

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Electrical Supplies, Materials and Equipment	Please state the discount (%) off catalog/pricelist for **Electrical Supplies, Materials and Equipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	33 _____%	Kimball Midwest Price File	N/A
2	Discount (%) Off Catalog/Pricelist for All Types of Power Generating Equipment	Please state the discount (%) off catalog/pricelist for **All Types of Power Generating Equipment** (electric, gas, diesel portable, back up on-site). **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
3	Discount (%) Off Catalog/Pricelist for Various Types of Lamps and Ballasts	Please state the discount (%) off catalog/pricelist for **Various Types of Lamps and Ballasts** (fluorescent, incandescent, quartz, HID, shatterproof, metal halide, high pressure sodium, ballasts, similar related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**	33 _____%	Kimball Midwest Price File	N/A
4	Discount (%) Off Catalog/Pricelist for Various Types of Lighting Fixtures	Please state the discount (%) off catalog/pricelist for **Various Types of Lighting Fixtures**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	33 _____%	Kimball Midwest Price File	N/A
5	Discount (%) Off Catalog/Pricelist for All Types of Indoor Signage	Please state the discount (%) off catalog/pricelist for **All Types of Indoor Signage.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 577-18-Building Maintenance, Repair and Operations Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for All Types of Solar Supplies and Equipment	Please state the discount (%) off catalog/pricelist for **All Types of Solar Supplies and Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
7	Discount (%) Off Catalog/Pricelist for Building Supplies and Materials	Please state the discount (%) off catalog/pricelist for **Building Supplies and Materials** (carpentry, lumber, drywall, and similar related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
8	Discount (%) Off Catalog/Pricelist for All Types and Sizes of Doors	Please state the discount (%) off catalog/pricelist for **Doors-All Types and Sizes** (metal, wooden, and similar related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
9	Discount (%) Off Catalog/Pricelist for All Types and Sizes of Overhead Doors	Please state the discount (%) off catalog/pricelist for **Overhead Doors-All Types and Sizes** (metal, wooden, similar related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
10	Discount (%) Off Catalog/Pricelist for All Types of Fasteners and Hardware Products	Please state the discount (%) off catalog/pricelist for **All Types of Fasteners and Hardware Products** (doors, cabinets, and similar related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**	33_____%	Kimball Midwest Price File	N/A
11	Discount (%) Off Catalog/Pricelist for Roofing Materials and Supplies	Please state the discount (%) off catalog/pricelist for **Roofing Materials and Supplies (PRODUCTS ONLY-NO LABOR) .** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
12	Discount (%) Off Catalog/Pricelist for Paint and Paint Related Products	Please state the discount (%) off catalog/pricelist for **Paint and Paint Related Products.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	33_____%	Kimball Midwest Price File	N/A
13	Discount (%) Off Catalog/Pricelist for Parking Lot Striping Supplies and Materials	Please state the discount (%) off catalog/pricelist for **Parking Lot Striping Supplies and Materials.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 577-18-Building Maintenance, Repair and Operations Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
14	Discount (%) Off Catalog/Pricelist for Plumbing Supplies, Materials and Equipment	Please state the discount (%) off catalog/pricelist for **Plumbing Supplies, Materials and Equipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	33 _____%	Kimball Midwest Price File	N/A
15	Discount (%) Off Catalog/Pricelist for Various Types of Toilet Partitions	Please state the discount (%) off catalog/pricelist for **Various Types of Toilet Partitions.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
16	Discount (%) Off Catalog/Pricelist for Energy/Water Monitoring Products	Please state the discount (%) off catalog/pricelist for **All Types of Energy/Water Monitoring Products.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
17	Discount (%) Off Catalog/Pricelist for Boiler Equipment and Supplies	Please state the discount (%) off catalog/pricelist for **Boiler Equipment and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
18	Discount (%) Off Catalog/Pricelist for HVAC Refrigerants and Supplies	Please state the discount (%) off catalog/pricelist for **HVAC Refrigerants and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
19	Discount (%) Off Catalog/Pricelist for Hand Tools	Please state the discount (%) off catalog/pricelist for **Hand Tools.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	33 _____%	Kimball Midwest Price File	N/A
20	Discount (%) Off Catalog/Pricelist for Commercial Building Glass and Other Glass Materials and Supplies	Please state the discount (%) off catalog/pricelist for **Commercial Building Glass and Other Glass Materials and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 577-18-Building Maintenance, Repair and Operations Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
21	Discount (%) Off Catalog/Pricelist for Building Entryway Awnings, Canopies and Related Accessories	Please state the discount (%) off catalog/pricelist for **Building Entryway Awnings, Canopies and Related Accessories - all types of material** (metal, fabric, and related materials). **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
22	Discount (%) Off Catalog/Pricelist for Elevator Equipment and Supplies	Please state the discount (%) off catalog/pricelist for **Elevator Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
23	Discount (%) Off Catalog/Pricelist for Escalator Equipment and Supplies	Please state the discount (%) off catalog/pricelist for **Escalator Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
24	Discount (%) Off Catalog/Pricelist for Material Handling and Storage Equipment and Supplies	Please state the discount (%) off catalog/pricelist for **Material Handling and Storage Equipment and Supplies** (forklifts, warehouse storage systems, pallet jacks, similar related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
25	Discount (%) Off Catalog/Pricelist for All Types of Fencing Materials and Supplies	Please state the discount (%) off catalog/pricelist for **All Types of Fencing Materials and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
26	Discount (%) Off Catalog/Pricelist for Pest Control Products and Supplies	Please state the discount (%) off catalog/pricelist for **Pest Control Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
27	Discount (%) Off Catalog/Pricelist for Power Washing Equipment and Materials	Please state the discount (%) off catalog/pricelist for **Power Washing Equipment and Materials. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 577-18-Building Maintenance, Repair and Operations Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
28	Discount (%) Off Catalog/Pricelist for All Other Products	Please state the discount (%) off catalog/pricelist for **All Other Building Maintenance, Repair and Operations Products not listed** (supplies, materials and equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**	33 _____%	Kimball Midwest Price File	N/A
Section II: Installation and Repair Service			**Not to Exceed Hourly Labor Rate**	**Detailed Information on Hourly Labor Rate**	**Exceptions to Hourly Labor Rate**
29	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Boiler Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Boiler Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
30	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Power Generating Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Power Generating Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
31	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Commercial Building Glass	**Hourly Labor Rate for Installation/Repair Service of Commercial Building Glass** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
32	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Elevator Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Elevator Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 577-18-Building Maintenance, Repair and Operations Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Section II: Installation and Repair Service			**Not to Exceed Hourly Labor Rate**	**Detailed Information on Hourly Labor Rate**	**Exceptions to Hourly Labor Rate**
33	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Esclator Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Escalator Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
34	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fencing	**Hourly Labor Rate for Installation/Repair Service of Fencing** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
35	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Toilet Partitions	**Hourly Labor Rate for Installation/Repair Service of Toilet Partitions** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
36	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Overhead Door Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Overhead Door Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
37	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Doors and Framework Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Doors and Framework Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 577-18-Building Maintenance, Repair and Operations Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Section II: Installation and Repair Service			**Not to Exceed Hourly Labor Rate**	**Detailed Information on Hourly Labor Rate**	**Exceptions to Hourly Labor Rate**
38	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Building Entryway Awnings, Canopies and Related Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Building Entryway Awnings, Canopies and Related Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
39	Not to Exceed Hourly Labor Rate for Power Washing Services	**Hourly Labor Rate for Power Washing Services** - State the **Not to Exceed** hourly labor rate for Power Washing Services.	$ _____/Hour		
40	Not to Exceed Hourly Labor Rate for Parking Lot Striping Services	**Hourly Labor Rate for Parking Lot Striping Services** - State the **Not to Exceed** hourly labor rate for Power Washing Services.	$ _____/Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

August 17, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (one warehouse forklift) and associated equipment for the Water and Sewer Department from Associated Supply Company (ASCO) through Buy Board for a total price of $33,852.85.

I. Background

A. Funding for new equipment has been earmarked for the listed department(s).

B. Buy Board, HGAC Buy and TPASS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.

C. The requested vehicle will be utilized in the new Public Works / MU warehouse.

D. The extended purchase price for this package is $33,852.85.

E. Associated Supply Company is located in Houston Texas.

F. Delivery should be within 180 days from date of the purchase order issue.

G. Additional equipment will be installed by the dealer which was noted in the specification by the requesting department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (one warehouse forklift) and associated equipment for the Water and Sewer Department from Associated Supply Company (ASCO) through Buy Board for a total price of $33,852.85.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - $33,852.85
2. Timing - Delivery should be within 180 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (one warehouse forklift) and associated equipment for the Water and Sewer Department from Associated Supply Company (ASCO) through Buy Board for a total price of $33,852.85.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Assignment	Cindy Dewitt

	Director Adm & Sanitation
Cost	$33,852.85
Funding Source	Water & Sewer Equipment - Machinery
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicle(s) are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: Associated Supply Company, Inc.

Phone: 832-316-2507

Fax:

Prepared By: Skipper Robinson

Mobile: 832-316-2507

Email: srobinson@ascoeq.com

Date Prepared: 7/17/2020

Government Agency: **City of Galveston**

Ship To: City of Galveston

Bill To: **City of Galveston**

Contacts' Name: David Smith

Email: dsmith@galvestontx.gov

Phone: 409-797-3920

Fax:

Product Description: Doosan B15SU-9

BuyBoard Contract: **597-19**

I. Price List Dated: 3/26/2020

Base Price: **$ 38,719.00**

II: Base Bid Options (Itemized Below)

Battery Connector - SB350 Gray	$	96.00			
Tires - Smooth Cushion - 18x7x12.125 Drive	$	2,043.00	Counterweight - 1,874 lb	$	2,472.00
Mast - 3 Stage Full Free Triple 190" 84" 36"	$	6,019.00	Fire Extinguisher	$	50.00
Tilt Cylinders - 5 fwd /5 back	$	493.00	Weight Scale -Hydraulic Pressure Sensing	$	384.00
Sideshifter	$	2,479.00			
Forks - Hook type pallet 1.4"x4"x41"	$	473.00			
Load backrest	$	219.00			
Hydraulic lines - 3-way for sideshifter	$	299.00			
Hydraulic control valve	$	2,402.00			
Amber strobe	$	80.00			
Backup alarm	$	18.00			
SUB-TOTAL:	$	14,621.00	**SUB-TOTAL:**	$	2,906.00
			Options List Price Total:	$	17,527.00
III. SUB-TOTAL OF I & II				$	56,246.00
IV. BuyBoard Discount: 10.00%	$	5,624.60	**BUYBOARD CONTRACT PRICE:**	$	50,621.40
V: NON-BASE OPTIONS			**Non-Base Options (%) =**		0
ACQUISITION FREIGHT	$	945.00	Single Point water system and indicator	$	497.78
PRE-DELIVERY INSPECTION AND LOCAL DELIVERY	$	500.00	Regulated Hose Adapter	$	166.67
36V industrial Battery	$	5,127.00	36V Charger (240/480 TBD)	$	2,245.00
SUB-TOTAL:	$	6,572.00	**SUB-TOTAL:**	$	2,909.45
VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)				$	9,481.45
VII: TOTAL IV + VI				$	60,102.85
VIII: QUANTITY ORDERED UNITS:		1		$	60,102.85
IX: TRADE-IN OR OTHER CREDIT(S):	$	26,250.00		$	26,250.00
		Additional discounts	**TOTAL:**	**$**	**33,852.85**

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

B15SU-9/B18SU-9/B20SU-9

9 SERIES FORKLIFTS

Cushion Electric Stand-up Rider

3,000 lb. to 4,000 lb. Capacity

www.DoosanLift.com

Product Features Overview

Intelligent Design

Operator Comfort

- Adjustable height arm rest
- Back rest and knee pad
- Convenience devices
  - Cup holder
  - Clipboard holder
  - USB port
- Easy and instinctive display
- Floorplate suspension
- 8.5” low step height

Superior Productivity

- Excellent visibility
- Ergonomic multi-functional control handle
- Small outside turning radius
- Quick and safe acceleration
- Programmable performance parameters

Advanced Safety

- Unlimited ramp hold
- Automatic speed control
- Auto parking brake
- Emergency stop switch
- Guardian Stability System (GSS)
- LED lights standard
- Operator Sensing System (OSS)

Low Step Height

- Convenience and safety
- Part of the 3-Point Entry System

Integrated Entry Handle

- Safe entry/exit
- Part of the 3-Point Entry System

Extended Back Rest

- Contoured and padded
- Reduces operator fatigue

Durability Assured

- Heavy duty hydraulic steer axle
- Reliable AC controllers and motors
- Robust frame & overhead guard
- Rugged twin drive units

Serviceability Simplified

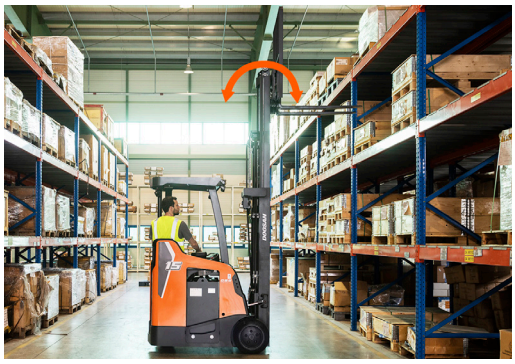
- Simple to program with 'Easy View' system
- Quick-open covers
- Easy to access maintenance points
- Worldwide service network

Operator Compartment Features

- Clipboard holder
- Cup holder
- Steer wheel w/ soft grip knob
- Key switch
- Arm rest lifting button
- 3-Point Entry Eystem
- Knee pad
- Low step height
- Operator Sensing System
- Extended back rest with grab handle
- 'Easy-read' display
- Switch panel
- Emergency stop switch
- Storage tray
- 5V USB port
- 12V power jack
- Multi-functional control handle
- Adjustable arm rest

Advanced Safety

Operator Confidence



Tilt Speed Control

Reduces the forward and backward tilt speed in order to minimize shaking of the load.

Doosan GSS (Guardian Stability System)

- Reduces speed when cornering
- Decreases travel speed (up to 50%) when the mast is raised above the primary stage.
- Reduces forward tilt by 2 degrees when the mast is raised above the primary stage.
- Alarm sounds when mast is raised above the primary stage with the mast tilted more than 2 degrees.

Battery Side Gate Interlock

The alarm sounds and the digital display shows an error message should travel be attempted.

Unlimited Ramp Hold (Auto Parking Brake)

The electromagnetic auto parking brake (EPB) prevents the forklift from rolling back if the truck stops on a slope. Operators can step out of the truck without engaging a manual brake.

Doosan OSS (Operator Sensing System)

Whenever the operator leaves the truck, all travel and hydraulic functions stop.
This system avoids any unintended forklift movements when the operator is not stepping on the presence pedal.

Mast Lowering Interlock & Tilt Lock (ISO3691)

The hydraulic locking system prevents natural lowering and tilting. It safeguards the work space, the truck and the load even if the operator leaves the truck unattended.

LED Lights & Blue LED Safety Lights (Optional)

LED lights are brighter and last longer than traditional sealed beams or halogen lights. Bright work lights and blue lights help prevent accidents, improving visibility and awareness of oncoming traffic, pedestrian warning and potential obstacles.

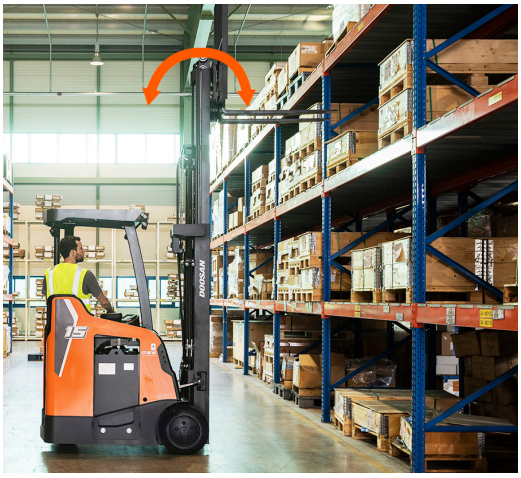
Productivity
Multiplied

Excellent Visibility
The precisely designed overhead guard profile has an optimized bar thickness and arrangement, providing strength for safety and a clear view.

Responsive, Smooth Acceleration
- Quick & powerful acceleration
- Smooth & continuous travel

3-Post Overhead Guard
Outer mast aligned with front legs improve operator safety.

High Visibility Mast
Neatly arranged hydraulic hosing and strategic placement of chains provide excellent visibility.



Auto Tilt Leveling
Returns the mast back to vertical position via tilt angle sensor.

Ergonomic Multi-functional Joystick Control Handle
Doosan's instinctive multi-function control handle provides smooth proportional control of all functions. The ability to operate multiple functions simultaneously increases overall productivity.

Durability
Assured

Reliable AC Drive & Hydraulic Motors

All AC motors means these motors are virtually maintenance free. Replacement of motor brushes and commutators is no longer necessary, saving hundreds of dollars in maintenance fees. Motors are IP43 rated for increased durability for any application.

Hydraulic Steer Axle Mechanism

Doosan's heavy duty steer axle designs are all industry proven. The steer axles for the electric family are extremely robust and durable, providing long life and lower operating costs.

Dependable AC Controllers

Curtis AC controllers provide an unbeatable combination of power, performance and functionality. IP65 rated controller means they are fully protected from dust, debris and liquids.

Rugged and Durable Twin Drive Units

Individually controlled drive motors and drive units allow for precise handling during turns, wet, slippery or uneven surfaces.

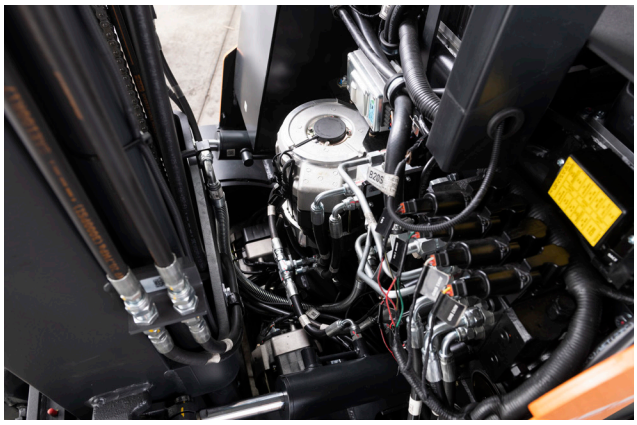
Better Serviceability
Peace of Mind

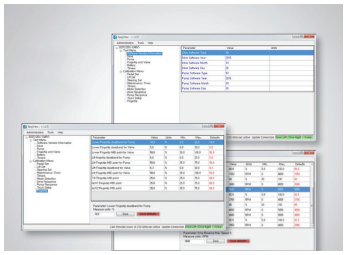
Wide Opening Covers

Easily removable dashboard, tool-free front cover and knee pad cover provide quick access to all major components reducing downtime

Easy to Access Electronics

All major electronics are placed for easy maintenance





Easy View

Use 'Easy View' for detailed performance parameter optimization and diagnostics requiring just your laptop

Key Specs

Major Specifications		B15SU-9		B18SU-9		B20SU-9
Load Capacity/Rated Load	lb (kg)	3,000 (1,360)		3,500 (1,580)		4,000 (1,810)
Load Center Distance	in (mm)	24 (610)		24 (610)		24 (610)
Load Center, Drive Axle to Fork	in (mm)	12.6 (320)		12.6 (320)		12.6 (320)
Battery Compartment	in (mm)	16.5 (419)	18.2 (462)	18.2 (462)	20.5 (521)	20.5 (521)
Wheelbase	in (mm)	43.9 (1,115)	45.6 (1,158)	45.6 (1,158)	47.9 (1,217)	47.9 (1,217)
Aisle Width for Pallets 40” x 48”, Crossways*	in (mm)	111.7 (2,837)	113.4 (2,880)	113.4 (2,880)	115.7 (2,939)	115.7 (2,939)
Aisle Width for Pallets 32” x 48”, Lengthways*	in (mm)	117.7 (2,890)	119.4 (3,033)	119.4 (3,033)	121.7 (3,091)	121.7 (3,091)
Turning Radius	in (mm)	53.5 (1,360)	55.2 (1,402)	55.2 (1,402)	57.5 (1,460)	57.5 (1,460)
Travel Speed, Loaded/Unloaded	mph (km/h)	7.5 (12.0)/7.5 (12.0)		7.5 (12.0)/7.5 (12.0)		7.5 (12.0)/7.5 (12.0)
Lift Speed, Loaded/Unloaded	fpm (mm/s)	65 (330)/110 (560)		60 (305)/110 (560)		55 (280)/110 (560)
Lowering Speed, Loaded/Unloaded	fpm (mm/s)	98 (500)/89 (450)		98 (500)/89 (450)		98 (500)/89 (450)
Grade-ability, Loaded/Unloaded	% (Deg)	15 (8.5)/15 (8.5)		15 (8.5)/15 (8.5)		15 (8.5)/15 (8.5)
Battery Voltage, Amp Hour Capacity	V/Ah	36/930	36/1,085	36/1,085	36/1,240	36/1,240

Standard Features
Available Options

Safety & Stability

Auto Parking Brake/Unlimited Ramp Hold	Standard
Travel & Tilt Speed Control	Standard
Battery Side Gate Interlock	Standard
Doosan GSS (Guardian Stability System)	Standard
ISO 3691 Mast Lowering Interlock & Tilt Lock	Standard
LED Lights	Standard
Doosan OSS (Operator Sensing System)	Standard
Hydraulic Weight Scale (Dash Display)	Standard
Blue LED Safety Lamp	Available Options

Productivity

Large 18” Drive Tire	Standard
Auto Tilt Leveling	Standard
Ergonomic Multifunctional Control Handle	Standard
Excellent Visibility	Standard
Smooth Acceleration & Travel	Standard
84.5” (2,146mm) Low OHG Height	Available Options
Bottlers Tilt & Narrow Carriage	Available Options
Cold Storage Package	Available Options
Quick Disconnect Hydraulic Connector	Available Options

Operator Comfort

Low Step Height	Standard
Floor Plate Suspension	Standard
Extended Back Rest w/ Entry Bar	Standard
Knee Pads	Standard
Adjustable Arm Rest	Standard
Easy & Instinctive Instrument Panel	Standard
Operator Convenience Package	Standard
Storage Pocket	Standard
Key-less Start	Available Options
LED Operator Lamp & Fan	Available Options
Reverse Steering	Available Options

Durability & Serviceability

All AC Drive & Hydraulic Electrical System	Standard
Robust Frame & High Visibility OHG	Standard
Rugged and Durable Twin Drive Axle	Standard
IP43 Rated Drive & Hydraulic Motors	Standard
IP65 Rated Curtis Controller	Standard
‘Easy View’ Programmable Performance	Standard
Tooless Covers	Standard
Easy to Access Electronics	Standard
Cushion Poly Tire	Available Options
Upper Drive Motor Protector	Available Options

Standard Features
Available Options

* Remark: Standard features & available options may vary by country. Please contact your local dealer for more information. Aisle width calculated using the standard ITA method.

Doosan's North American Dealer Network

Doosan provides the best material handling solutions for your specific needs. From energy efficient electrics to robust internal combustion forklifts, Doosan is your full-line provider.

Doosan Industrial Vehicle America Corp.
2475 Mill Center Parkway, Suite #400
Buford, GA 30518
P) 678-745-2200
F) 678-745-2250
www.DoosanLift.com

PSCB20SU-9V1

AUTHORIZED DEALER

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: ccannon@aseq.com

Craig Cannon
Associated Supply Company, Inc.
2102 E. Slaton Road
Lubbock, TX 79404

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Construction, Road and Bridge, Ditching, Trenching, and other Equipment, Proposal No. 597-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 597-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

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Cooperative Purchasing
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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Construction, Road and Bridge, Ditching, Trenching, Utility and Other Equipment

Proposal Due Date/Opening Date and Time: April 11, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 597-19

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date: October 2019

Associated Supply Company, Inc. (ASCO)
Name of Proposing Company

3-26-2019
Date

2102 E. Slaton Road
Street Address

Signature of Authorized Company Official

Lubbock, TX 79404-6800
City, State, Zip

W. B. Brax Wright
Printed Name of Authorized Company Official

806-745-2000
Telephone Number of Authorized Company Official

CEO
Position or Title of Authorized Company Official

806-745-3115
Fax Number of Authorized Company Official

75-1386410
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR CONTACT INFORMATION

Name of Company: Associated Supply Company, Inc. (ASCO)

Vendor Proposal/Contract Contact Name: Craig Cannon

Vendor Proposal/Contract Contact E-mail Address: ccannon@ascoeq.com

Vendor Contact Mailing Address for Proposal/Contract Notices: P.O. Box 3888, Lubbock, TX 79452

Company Website: www.ascoeq.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

[x] I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: ccannon@ascoeq.com

Purchase Order Contact: Craig Cannon Phone: 210-333-8000

Alternate Purchase Order E-mail Address: jlinstruth@ascoeq.com

Alternate Purchase Order Contact: Jon Linstruth Phone: 210-601-9215

[ ] Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: ccannon@ascoeq.com

Alternate RFQ E-mail Address: jlinstruth@ascoeq.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: P.O. Box 3888 **Department:** Accounting

City: Lubbock **State:** Texas **Zip Code:** 79452-3888

Contact Name: Nathan Swindle **Phone:** 806-745-2000

Invoice Fax: 806-745-3115 **Invoice E-mail Address:** nate@ascoeq.com

Alternative Invoice E-mail Address: kelley@ascoeq.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

*** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Associated Supply Company, Inc. (ASCO)
Company Name

2102 E. Slaton Road
Address

Lubbock
City

TX
State

79404-6800
Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas 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. (TEX. GOV'T CODE Ch. 2270)

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

W. B. Brax Wright
Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

3-26-2019
Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

_____

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

_____

3. Number of Days for Delivery: TBD ARO

4. Vendor Reference/Quote Number: 597-19

5. State your return policy: Returns are available, depending on the specific circumstances, and a restocking fee 20% is normally charged.

6. Are electronic payments acceptable? ☐ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Associated Supply Company, Inc. (ASCO)
Company Name

2102 E. SLATON ROAD
Address

LUBBOCK — City
TX — State
79404 — Zip

806-745-2000 — Phone Number
806-745-3115 — Fax Number

CHASE KEY
Contact Person

Associated Supply Company, Inc. (ASCO)
Company Name

7576 I-40 EAST
Address

AMARILLO — City
TX — State
79118 — Zip

806-372-8386 — Phone Number
806-372-1999 — Fax Number

COURTNEY VANDERHAM
Contact Person

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Associated Supply Company, Inc. (ASCO)
Company Name

1920 S.E. LOOP 410
Address

SAN ANTONIO — City
TX — State
78220 — Zip

210-333-8000 — Phone Number
210-333-6137 — Fax Number

KELLY MACKERER
Contact Person

Associated Supply Company, Inc. (ASCO)
Company Name

2019 AIRPORT FREEWAY
Address

EULESS — City
TX — State
76040 — Zip

817-283-2844 — Phone Number
817-283-7836 — Fax Number

DARREN ALBUS
Contact Person

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Associated Supply Company, Inc. (ASCO)
Company Name

926 N. SAM HOUSTON PARKWAY E
Address

N. HOUSTON — City
TX — State
77032 — Zip

281-987-1990 — Phone Number
281-987-1393 — Fax Number

SKIPPER ROBINSON
Contact Person

Associated Supply Company, Inc. (ASCO)
Company Name

6203 LONG DRIVE
Address

S. HOUSTON — City
TX — State
77087 — Zip

713-649-0940 — Phone Number
713-649-5571 — Fax Number

JAMES GULLY
Contact Person

ASCO **BRANCH LOCATIONS** **1-800-687-0008**

BRANCH 1 2102 E Slaton Road Lubbock, TX 79404-6800 PO BOX 3888 Lubbock, TX 79452-3888 Phone 806-745-2000 Fax 806-745-3115 Sales Manager: Chase Key Ckey@ascoeq.com Case Sales Coordinator: Jake Smith 806-745-2000 Jsmith@ascoeq.com Other Equip Sales Coordinator: Phil Chatterton 806-745-2000 Pchatterton@ascoeq.com	**BRANCH 2** 7576 I-40 East Amarillo, TX 79118-6910 Po Box 31210 Amarillo, Tx 79120-1210 Phone 806-372-8386 Fax 806-372-1999 Sales Manager: Greg Mc Gibboney Cell 806-672-8017 Greg@ascoeq Sales Coordinator: Leslie Leeson Cell 806-372-8386 Leslie@ascoeq.com	**BRANCH 3** 3412 Kermit Highway Odessa, TX 79765-6427 Phone 432-337-2823 Fax 432-337-8313 Branch Manager: Nick Van Cleave Cell 432-296-9087 Nick@ascoeq.com Sales Manager: Chase Key Ckey@ascoeq.com Case Sales Coordinator: Jake Smith 806-745-2000 Jsmith@ascoeq.com Other Equip Sales Coordinator: Phil Chatterton 806-745-2000 Pchatterton@ascoeq.com	**BRANCH 4** 2604 South Main Perryton, TX 79070-5340 Phone 806-435-7773 Fax 806-435-7187 Branch Manager: Kevin Barnett Cell 806-435-7773 Kevinb@ascoeq.com Sales Coordinator: Leslie Leeson Cell 806-72-8386 Leslie@ascoeq.com Sales Manager: Greg Mc Gibbononey 806-672-8017
BRANCH 5 1200 Cottonflat Road Midland, Texas 79701-8557 Phone 432-685-9999 Fax 432-683-8885 Branch Manager: Karl Van Cleave 432-638-6565 Karl@ascoeq.com Sales Manager: Chase Key Ckey@ascoeq.com Case Sales Coordinator: Jake Smith 806-745-2000 Jsmith@ascoeq.com Other Equip Sales Coordinator: Phil Chatterton 806-745-2000 Pchatterton@ascoeq.com	**BRANCH 6** 108 S Maple Clovis, NM 88101-7782 Phone 575-742-2726 Fax 575-762-9251 Branch Manager: Keith Presnell Cell 575-309-8226 Keith@ascoeq.com Sales Manager: Chase Key Ckey@ascoeq.com Case Sales Coordinator: Jake Smith 806-745-2000 Jsmith@ascoeq.com Other Equip Sales Coordinator: Phil Chatterton 806-745-2000 Pchatterton@ascoeq.com	**BRANCH 7** 2900 Henry S Grace Whichita Falls, TX 76302-1134 Phone 940-687-2726 Fax 940-687-2729 Branch Manager: Slate Westbrook Cell 940-447-5933 Slate@ascoeq.com Sales Coordinator: Leslie Leeson Cell 806-372-8386 Leslie@ascoeq.com	**BRANCH 8 CASE** 202 North I-35 Belton,TX 76513 Phone: 254-613-1500 Fax: 254-939-7107 Branch Manager: Spencer Ridgeway Cell 254-718-9615 Spencer@ascoeq.com Sales Manager: Kelly Mackerer Cell 210-508-3046 Kmackerer@ascoeq.com Sales Coordinator: Darran Markham Cell 210-360-9484 Darran@ascoeq.com
BRANCH 9 CASE 3010 S Treadway Blvd. Abilene, TX 79602-6730 Phone 325-698-2726 Fax 325-698-2740 Branch Manager: Allan Stevens Cell: 325-315-7750 Astevens@ascoeq.com Sales Manager: Chase Key Ckey@ascoeq.com Case Sales Coordinator: Jake Smith 806-745-2000 Jsmith@ascoeq.com Other Equip Sales Coordinator: Phil Chatterton 806-745-2000 Pchatterton@ascoeq.com	**BRANCH 10 CASE** 700 Knickerboker Rd San Angelo, TX 76903-8728 Phone 325-655-5666 Fax 325-653-4471 Branch Manager: Chris Willis Cell: 512-284-2904 Cwillis@ascoeq.com Sales Manager: Chase Key Ckey@ascoeq.com Case Sales Coordinator: Jake Smith 806-745-2000 Jsmith@ascoeq.com Other Equip Sales Coordinator: Phil Chatterton 806-745-2000 Pchatterton@ascoeq.com	**BRANCH 11 CASE** 4146 IH-10 EAST San Antonio, TX 78219 Phone 210-333-8000 Fax 210-333-6137 Branch Manager: Kyle Smith Cell 210-287-0174 Ksmith@ascoeq.com Sales Manager: Kelly Mackerer Cell 210-508-3046 Kmackerer@ascoeq.com Sales Coordinator: Darran Markham Cell 210-360-9484 Darran@ascoeq.com	**BRANCH 12 CASE** 12805 Hwy 290 East Manor, TX 78653 Phone 512-272-8922 Fax 512-272-4012 Branch Manager: Bob Kramer Cell: 512-431-8563 Bkramer@ascoeq.com Sales Manager: Kelly Mackerer Cell 210-508-3046 Kmackerer@ascoeq.com Sales Coordinator: Darran Markham Cell 210-360-9484 Darran@ascoeq.com

BRANCH 13 CASE 2102 E Slaton Rd. Lubbock, TX 79452 Phone 806-745-2000 Sales Manager: Chase Key Ckey@ascoeq.com Case Sales Coordinator: Jake Smith 806-745-2000 Jsmith@ascoeq.com Other Equip Sales Coordinator: Phil Chatterton 806-745-2000 Pchatterton@ascoeq.com	**BRANCH 14 CASE** 7576 I-40 East Amarillo, TX 79118 Phone 806-553-7777 Fax 806-372-1999 Branch Manager: Courtney Vanderham Courtney@ascoeq.com Sales Coordinator: Leslie Leeson Cell 806-372-8386 Leslie@ascoeq.com	**BRANCH 15 CASE** 3600 Hwy 82 East Sherman, TX 75090 Phone 903-893-7586 Fax 903-892-0871 Branch Manager: Mike McCanlies Cell 940-372-0074 Mmccanlies@ascoeq.com Sales Manager: Bill Pepper 817-602-8369 Bpepper@ascoeq.com	**BRANCH 16 CASE** 914 Loop 323 S SW Tyler, TX 75701 Phone 903-593-0201 Fax 903-593-6320 Branch Manager: Bonnie Etheridge Cell 903-714-2045 bethridge@ascoeq.com Sales Manager: Bill Pepper 817-602-8369 Bpepper@ascoeq.com
BRANCH 17 CASE 2019 Airport Freeway Euless, TX 76040 Phone 817-283-2844 Fax 817-283-7836 Branch Manager: Jon Reynolds Cell 940-613-1465 Jreynolds@ascoeq.com Sales Manager: Bill Pepper 817-602-8369 Bpepper@ascoeq.com	**BRANCH 18 CASE** 926 N Sam Houston Parkway E N Houston, TX 77032 Phone 281-987-1990 Fax 281-987-1393 Branch Manager: Mark Hobart Cell 281-248-1280 mhobart@ascoeq.com Sales Manager: Jamie Winkler 281-627-1714 Jwinkler@ascoeq.com Sales Coordinator: Toby Dunn 821-987-1000 Tdunn@ascoeq.com	**BRANCH 19 CASE** 6203 Long Dr. S Houston, TX 77087 Phone 713-649-0940 Fax 713-649-5571 Branch Manager: Barrett Ingram Cell 832-967-7488 Barrett@ascoeq.com Sales Manager: Jamie Winkler 281-627-1714 Jwinkler@ascoeq.com Sales Coordinator: Toby Dunn 821-987-1000 Tdunn@ascoeq.com	**BRANCH 20 CASE** 1875 N. Earl Rudder Frwy Bryan, TX 77803 2800 Hwy 290 West Brenahm, TX 77833 Branch Manager: Chad Ticknor Cell 979-830-5655 Cticknor@ascoeq.com Sales Manager: Jamie Winkler 281-627-1714 Jwinkler@ascoeq.com Sales Coordinator: Toby Dunn 821-987-1000 Tdunn@ascoeq.com
BRANCH 21 CASE 5980 South MLK Parkway Beaumont, Tx 77705 Phone 409-212-8100 Fax 409-212-8101 Branch Manager: Rebecca Swearingen Cell 409-554-3270 rswearingen@ascoeq.com Sales Manager: Jamie Winkler 281-627-1714 Jwinkler@ascoeq.com Sales Coordinator: Toby Dunn 821-987-1000 Tdunn@ascoeq.com			

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

N.P.E. (CASE ONLY)
Company Name

7510 I-37
Address

CORPUS CHRISTI | TX | 78409
City | State | Zip

361-289-0066 | 361-289-7424
Phone Number | Fax Number

CARLA STRASHEIM
Contact Person

PERMIAN TRACTOR (CASE ONLY)
Company Name

210 E. 67TH STREET
Address

ODESSA | TX | 79762
City | State | Zip

432-367-8628 | 432-367-7130
Phone Number | Fax Number

JOHN KELLY
Contact Person

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

Associated Supply Company, Inc. (ASCO)

Your Company Name | Signature of Authorized Company Official

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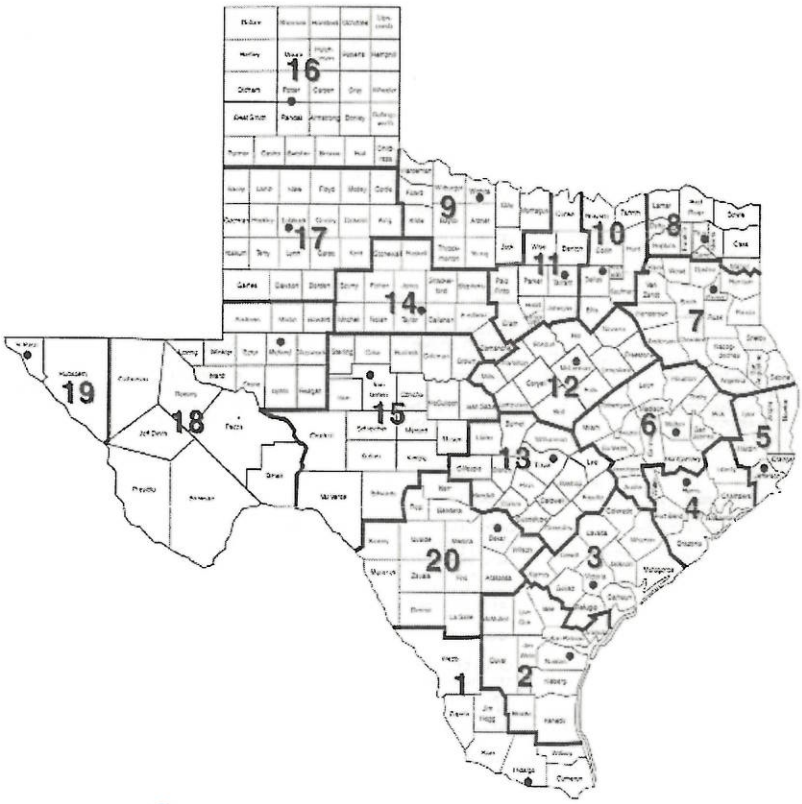
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☐ **I will service Texas Cooperative members statewide.**

☒ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☒	2	Corpus Christi
☒	3	Victoria
☒	4	Houston
☒	5	Beaumont
☒	6	Huntsville
☒	7	Kilgore
☒	8	Mount Pleasant
☒	9	Wichita Falls
☒	10	Richardson
☒	11	Fort Worth
☒	12	Waco
☒	13	Austin
☒	14	Abilene
☒	15	San Angelo
☒	16	Amarillo
☒	17	Lubbock
☒	18	Midland
☐	19	El Paso
☒	20	San Antonio

☐ I will not service members of the Texas Cooperative.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

A detailed explanation of the manufacturers and territories is contained in the catalog and dealer letter attachment for each manufacturer.

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☒ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Associated Supply Company, Inc. (ASCO)	597-19
Name of Vendor	Proposal Invitation Number
	W. B. Brax Wright
Signature of Authorized Company Official	Printed Name of Authorized Company Official

3-26-2019
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 6,000,000.00. (The period of the 12 month period is 12 / 2018). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y	6	760
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)	Y	5	760
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0%-53% **Proposed Discount (%):** 0%-53%

Explanation: Discounts vary by manufacturer and equipment type.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Temple, Kirk Scopac, 254-298-5158, kscopac@templetx.gov, 20%, (1)					
2. City of Harker Heights, Burl Lewis, 254-285-4536, blewis@ci.harker-heights.tx.us, 31%, (1)					
3. City of San Antonio, L.D. McGarity, 210-207-4062, ld.mcgarity@sanantonio.gov, 22%, (1)					
4. City of Pleasanton, David Smith, 830-569-3155, dsmith@pleasantontx.gov, 12%, (1)					
5. City of Del Rio, Mario Garcia, 830-774-8508, mgarcia@cityofdelrio.com, 6%, (1)					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

In certain unique circumstances a one time discount is possible and is offered.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

ASCO has a large geographic footprint with 23 locations throughout Texas and 1 in New Mexico.

All members of of our sales team at all locations are trained to prospect and sell to Buy Board members.

ASCO will be educating and informing Buy Board members on the contracted products in person and electronically.

ASCO trains our sales team on the Buy Board programs and contracts as an integral part of our business.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

ASCO's price lists and product inventories are for Buy Board and their members only.

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: Manufactures' information is protected under copyright.

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

3-26-2019
Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Associated Supply Company, Inc. (ASCO)
(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor ____
Corporation x
Limited Liability Company ____
Partnership ____
Other ____ If other, identify ____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-1386410
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Associated Supply Company, Inc. (ASCO)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Associated Supply Co., Inc.

2 Business name/disregarded entity name, if different from above
ASCO, ASCO Equipment, and/or ASCO Rentals

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 3888

Requester's name and address (optional)

6 City, state, and ZIP code
Lubbock, Texas 79452

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
7 5 – 1 3 8 6 4 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here **Signature of U.S. person ▶** Nath Snivile **Date ▶** 12-12-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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, *later.*

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of $150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	
2. Termination for Cause or Convenience	Yes	
3. Equal Employment Opportunity	Yes	
4. Davis-Bacon Act	Yes	
5. Contract Work Hours and Safety Standards Act	Yes	
6. Right to Inventions Made Under a Contract or Agreement	Yes	
7. Clean Air Act and Federal Water Pollution Control Act	Yes	
8. Debarment and Suspension	Yes	
9. Byrd Anti-Lobbying Amendment	Yes	
10. Procurement of Recovered Materials	Yes	
11. Profit as a Separate Element of Price	Yes	
12. General Compliance and Cooperation with Cooperative Members	Yes	

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

W. B. Brax Wright
Printed Name

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

ASCO has been in continuous business operations since 1960.
The company is not in any pending sale or acquisition that would impact the performance of this contract.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

ASCO has an experienced work force that is fully capable of any and all work in this contract.
Our team regularly executes planning, sales, service, rental, and parts procurements of similar and greater complexity than will be required in this contract.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

ASCO is a privately held Texas corporation with solid financial strength in excess of this contract's requirements. There are no bankruptcy or debt position issues, either past or present.

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

ASCO does not have any outstanding financial judgments or unresolved defaults.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

ASCO does not have any failed or defaulted contracts in the last 10 years.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

ASCO does not have any litigation or legal proceedings brought against the firm or the ownership that has arisen from any work that is similar to this contract.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Associated Supply Company, Inc. (ASCO)
Company Name

Signature of Authorized Company Official

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- ☑ Completed: **Proposer's Agreement and Signature**
- ☑ Completed: **Vendor Contact Information**
- ☑ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☑ Completed: **Resident/Nonresident Certification**
- ☑ Completed: **No Israel Boycott Certification**
- ☑ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☑ Completed: **Historically Underutilized Business (HUB) Certification**)
- ☑ Completed: **Construction Related Goods and Services Affirmation**
- ☑ Completed: **Deviation/Compliance**
- ☑ Completed: **Location/Authorized Seller Listings**
- ☑ Completed: **Manufacturer Dealer Designation**
- ☑ Completed: **Texas Regional Service Designation**
- ☑ Completed: **State Service Designation**
- ☑ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☑ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☑ Completed: **Governmental References**
- ☑ Completed: **Marketing Strategy**
- ☑ Completed: **Confidential/Proprietary Information**
- ☑ Completed: **Vendor Business Name with IRS Form W-9**
- ☑ Completed: **EDGAR Vendor Certification**
- ☑ Completed: **Proposal Invitation Questionnaire**
- ☑ Completed: **Required Forms Checklist**
- ☑ Completed: **Proposal Specification Form with Catalogs/Pricelists, Rental Rate Sheets, and Manufacturer Letters**
  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

☐Manufacturers shall be listed in alphabetical order

☐Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Section I: New Construction, Road, Bridge and Repair Equipment - PURCHASE ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Air Compressors	Please state the discount (%) off catalog/pricelist for **Air Compressors (Truck or Trailer Mounted), Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2%, 2% %	Kaerser 2%, Mobileair 2%*	
2	Discount (%) Off Catalog/Pricelist for Articulated Trucks	Please state the discount (%) off catalog/pricelist for **Articulated Trucks, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	37% %	Volvo 37%	
3	Discount (%) Off Catalog/Pricelist for Asphalt Compactors	Please state the discount (%) off catalog/pricelist for **Asphalt Compactors, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	26%, 44% %	Case 26%, Volvo 44%	
4	Discount (%) Off Catalog/Pricelist for Asphalt Cutters	Please state the discount (%) off catalog/pricelist for **Asphalt Cutters, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	11% %	Husqvarna 11%*	
5	Discount (%) Off Catalog/Pricelist for Asphalt Distributors	Please state the discount (%) off catalog/pricelist for **Asphalt Distributors, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	No-Bid (NB) %		
6	Discount (%) Off Catalog/Pricelist for Asphalt Emulsion Tanks	Please state the discount (%) off catalog/pricelist for **Asphalt Emulsion Tanks, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
7	Discount (%) Off Catalog/Pricelist for Asphalt Pavers	Please state the discount (%) off catalog/pricelist for **Asphalt Pavers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	8%, 10%, 16%, _____%	Leeboy 8%, Rosco 10%, Volvo 16%	
8	Discount (%) Off Catalog/Pricelist for Backhoe/Loaders	Please state the discount (%) off catalog/pricelist for **Backhoe/Loaders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	26% _____%	Case 26%	
9	Discount (%) Off Catalog/Pricelist for Chip Spreaders	Please state the discount (%) off catalog/pricelist for **Chip Spreaders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	8%, 10%, _____%	Leeboy 8%, Rosco 10%,	
10	Discount (%) Off Catalog/Pricelist for Cold Planers	Please state the discount (%) off catalog/pricelist for **Cold Planers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	19% _____%	Paladin 19%	
11	Discount (%) Off Catalog/Pricelist for Conveyors	Please state the discount (%) off catalog/pricelist for **Conveyors, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
12	Discount (%) Off Catalog/Pricelist for Curb and Gutter Machines	Please state the discount (%) off catalog/pricelist for **Curb and Gutter Machines, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
13	Discount (%) Off Catalog/Pricelist for Forklifts	Please state the discount (%) off catalog/pricelist for **Forklifts, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	25%, 14%, 40%, 37%, 31%, 33% _____%	Case 25%, Cat 14%, Doosan 40%, Genie 37%, JLG 31%, Skytrak 33%	
14	Discount (%) Off Catalog/Pricelist for Generator Equipment and Electrical Systems	Please state the discount (%) off catalog/pricelist for **Generator Equipment and Electrical Systems, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2% _____%	Generac 2%	
15	Discount (%) Off Catalog/Pricelist for Hydraulic Hammers	Please state the discount (%) off catalog/pricelist for **Hydraulic Hammers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	5% _____%	Case 5%	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
16	Discount (%) Off Catalog/Pricelist for Integrated Tool Carriers	Please state the discount (%) off catalog/pricelist for **Integrated Tool Carriers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	31%, 38%, %	Case 31%, Volvo 38%	
17	Discount (%) Off Catalog/Pricelist for Jack Hammers	Please state the discount (%) off catalog/pricelist for **Jack Hammers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	25% %	Chicago Pneumatic 25%	
18	Discount (%) Off Catalog/Pricelist for Knuckleboom Loaders	Please state the discount (%) off catalog/pricelist for **Knuckleboom Loaders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
19	Discount (%) Off Catalog/Pricelist for Material Handling Equipment	Please state the discount (%) off catalog/pricelist for **Material Handling Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	40% %	Doosan 40%	
20	Discount (%) Off Catalog/Pricelist for Melter Crack Sealers	Please state the discount (%) off catalog/pricelist for **Melter Crack Sealers (Truck or Trailer Mounted), Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
21	Discount (%) Off Catalog/Pricelist for Mini Excavators	Please state the discount (%) off catalog/pricelist for **Mini Excavators, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	25%, 26% %	Case 25%, Volvo 26%	
22	Discount (%) Off Catalog/Pricelist for Motor Graders	Please state the discount (%) off catalog/pricelist for **Motor Graders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	27%, 8%, %	Case 27%, Leeboy 8%	
23	Discount (%) Off Catalog/Pricelist for Multi Terrain Loaders	Please state the discount (%) off catalog/pricelist for **Multi Terrain Loaders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	26%, 20%, %	Case 26%, Volvo 20%	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
24	Discount (%) Off Catalog/Pricelist for Paving Breakers and Milling Machines	Please state the discount (%) off catalog/pricelist for **Paving Breakers and Milling Machines, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
25	Discount (%) Off Catalog/Pricelist for Pipelaying Equipment	Please state the discount (%) off catalog/pricelist for **Pipelaying Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
26	Discount (%) Off Catalog/Pricelist for Pneumatic Compactors and Rollers	Please state the discount (%) off catalog/pricelist for **Pneumatic Compactors and Rollers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	26%, 34% %	Case 26%, Volvo 34%	
27	Discount (%) Off Catalog/Pricelist for Pothole Patchers	Please state the discount (%) off catalog/pricelist for **Pothole Patchers (Trailer or Truck Mounted), Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	6% %	Laymor 6%	
28	Discount (%) Off Catalog/Pricelist for Road Broom Equipment	Please state the discount (%) off catalog/pricelist for **Road Broom Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	%5%, 10%, 6% %	Global 5%, Leeboy 10%, Laymor 6%	
29	Discount (%) Off Catalog/Pricelist for Road Reclaiming Equipment	Please state the discount (%) off catalog/pricelist for **Road Reclaiming Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
30	Discount (%) Off Catalog/Pricelist for Scrapers	Please state the discount (%) off catalog/pricelist for **Scrapers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2% %	KTec 2%	
31	Discount (%) Off Catalog/Pricelist for Skid Steer Loaders	Please state the discount (%) off catalog/pricelist for **Skid Steer Loaders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	24%, 20% %	Case 24%, Volvo 20%	

PROPOSAL NOTE

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BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
32	Discount (%) Off Catalog/Pricelist for Soil Stabilizing Equipment	Please state the discount (%) off catalog/pricelist for **Soil Stabilizing Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
33	Discount (%) Off Catalog/Pricelist for Telescopic Handlers	Please state the discount (%) off catalog/pricelist for **Telescopic Handlers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	37%, 31%, 33% %	Genie 37%, JLG 31%, Skytrak 33%	
34	Discount (%) Off Catalog/Pricelist for Track Loaders	Please state the discount (%) off catalog/pricelist for **Track Loaders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
35	Discount (%) Off Catalog/Pricelist for Track and Wheel Material Handlers	Please state the discount (%) off catalog/pricelist for **Track and Wheel Material Handlers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	31%, 38% %	Case 31%, Volvo 38%	
36	Discount (%) Off Catalog/Pricelist for Track-Type Tractors and Dozers	Please state the discount (%) off catalog/pricelist for **Track-Type Tractors and Dozers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	31% %	Case 31%	
37	Discount (%) Off Catalog/Pricelist for Tracked Excavators	Please state the discount (%) off catalog/pricelist for **Tracked Excavators, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	31%, 36% %	Case 31%, Volvo 36%	
38	Discount (%) Off Catalog/Pricelist for Trommel Screen Equipment and Compost Turners	Please state the discount (%) off catalog/pricelist for **Trommel Screen Equipment and Compost Turners, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
39	Discount (%) Off Catalog/Pricelist for Truck Mounted Excavators	Please state the discount (%) off catalog/pricelist for **Truck Mounted Excavators, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2% %	Gradall 2%,	

PROPOSAL NOTE

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BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
40	Discount (%) Off Catalog/Pricelist for Truck Mounted Aerial Lifts	Please state the discount (%) off catalog/pricelist for **All Types of Truck Mounted Aerial Lifts, Accessories and Attachments** (telescopic, cable handler, digger/hydraulic derrick, and related aerial lifts). **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
41	Discount (%) Off Catalog/Pricelist for Utility Vehicles	Please state the discount (%) off catalog/pricelist for **Utility Vehicles, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
42	Discount (%) Off Catalog/Pricelist for Vibratory Soil Compactors and Rollers	Please state the discount (%) off catalog/pricelist for **Vibratory Soil Compactors and Rollers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	26%, 34% %	Case 26%, Volvo 34%	
43	Discount (%) Off Catalog/Pricelist for Waste Handling Wheel Loaders and Landfill Compactors	Please state the discount (%) off catalog/pricelist for **Waste Handling Wheel Loaders and Landfill Compactors, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
44	Discount (%) Off Catalog/Pricelist for Wheel Dozers	Please state the discount (%) off catalog/pricelist for **Wheel Dozers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
45	Discount (%) Off Catalog/Pricelist for Wheel Excavators	Please state the discount (%) off catalog/pricelist for **Wheel Excavators, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2% %	Gradall 2%,	
46	Discount (%) Off Catalog/Pricelist for Wheel Loaders	Please state the discount (%) off catalog/pricelist for **Wheel Loaders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	31%, 38% %	Case 31%, Volvo 38%	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
47	Discount (%) Off Catalog/Pricelist for Heavy Duty Paint Striping Equipment	Please state the discount (%) off catalog/pricelist for **Heavy Duty Paint Striping Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
48	Discount (%) Off Catalog/Pricelist for All Other Construction, Road, Bridge, and Repair Equipment	Please state the discount (%) off catalog/pricelist for **All Other Construction, Road, Bridge, Ditching and Trenching Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	19% %	Paladin 19%	
49	Discount (%) Off Catalog/Pricelist for Repair Parts on All Types of Construction, Road, Bridge, and Repair Equipment	Please state the discount (%) off catalog/pricelist for **Repair Parts on All Types of Construction, Road, Bridge, and Other Equipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	9% %	ASCO (Dealer brands only)	

Section II: Construction, Road, Bridge, and Repair Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
50	Discount (%) Off Catalog/Pricelist for RENTAL of All Construction, Road, Bridge, and Repair Equipment	Please state the discount (%) off catalog/pricelist for **RENTAL of All Construction, Road, Bridge, and Repair Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	30% %	ASCO Rental Catalog 30%	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section III: Construction, Road, Bridge, and Repair Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
51	Discount (%) Off Catalog/Pricelist for All Types of Pre-Owned/Reconditioned/ Retired Rental of All Construction, Road, Bridge and Repair Equipment	Please state the discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental of All Construction, Road, Bridge, and Repair Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	10% %	ASCO 10%	

Section IV: Street Sweepers, Sand/Salt Spreading, Snow Plows and Deicing Road and Bridge Equipment - PURCHASE ONLY

52	Discount (%) Off Catalog/Pricelist for All Broom Street Sweepers	Please state the discount (%) off catalog/pricelist for **Broom Street Sweepers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	5%, 10%, 6% %	Global 5%, Leeboy 10%, Laymor 6%	
53	Discount (%) Off Catalog/Pricelist for All Air Street Sweepers	Please state the discount (%) off catalog/pricelist for **Air Street Sweepers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	5% %	Global 5%	

PROPOSAL NOTE

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BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
54	Discount (%) Off Catalog/Pricelist for All Regenerative Air Street Sweepers	Please state the discount (%) off catalog/pricelist for **Regenerative Air Street Sweepers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	5% %	Global 5%,	
55	Discount (%) Off Catalog/Pricelist for All Waterless Street Sweepers	Please state the discount (%) off catalog/pricelist for **Waterless Street Sweepers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	5%, 10% %	Global 5%, Leeboy 10%, Laymor 6%	
56	Discount (%) Off Catalog/Pricelist for All Alternative Fuel Street Sweepers	Please state the discount (%) off catalog/pricelist for **Alternative Fuel Street Sweepers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	5% %	Global 5%,	
57	Discount (%) Off Catalog/Pricelist for All Mounted Sand and Salt Spreading Equipment	Please state the discount (%) off catalog/pricelist for All Types of **Mounted Sand and Salt Spreading Equipment, Accessories and Attachments** (Pick-Up, Utility, Heavy-Duty, or Tailgate). **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
58	Discount (%) Off Catalog/Pricelist for All Pre-Wetting Equipment	Please state the discount (%) off catalog/pricelist for **Pre-Wetting Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
59	Discount (%) Off Catalog/Pricelist for All Snow Plow Equipment	Please state the discount (%) off catalog/pricelist for **Snow Plow Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		

PROPOSAL NOTE

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BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
60	Discount (%) Off Catalog/Pricelist for Deicing Equipment	Please state the discount (%) off catalog/pricelist for **Deicing Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
61	Discount (%) Off Catalog/Pricelist for All Other Types of Street Sweeper, Sand/Salt Spreading, Snow Plows and Deicing Equipment	Please state the discount (%) off catalog/pricelist for **All Other Types of Street Sweeper, Sand/Salt Spreading, Snow Plows and Decing Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
62	Discount (%) Off Catalog/Pricelist for Repair Parts on All Types Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Related Equipment	Please state the discount (%) off catalog/pricelist for **Repair Parts on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Related Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		

Section V: Street Sweepers, Sand/Salt Spreading, Snow Plows and Deicing Road and Bridge Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
63	Discount (%) Off Catalog/Pricelist for RENTAL of All Street Sweepers, Sand/Salt Spreading, Snow Plows and Deicing Road and Bridge Equipment	Please state the discount (%) off catalog/pricelist for **RENTAL of All Street Sweepers, Sand/Salt Spreading, Snow Plows and Deicing Road and Bridge Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	30% _____%	ASCO Rental Catalog	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

NOTE 4: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section VI: Street Sweepers, Sand/Salt Spreading, Snow Plows and Deicing Road and Bridge Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
64	Discount (%) Off Catalog/Pricelist for All Types of Pre-Owned/Reconditioned/ Retired Rental of All Street Sweepers, Sand/Salt Spreading, Snow Plows and Deicing Road and Bridge Equipment	Please state the discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental of All Street Sweepers, Sand/Salt Spreading, Snow Plows and Deicing Road and Bridge Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	10% %	ASCO 10%	

Section VII: Ditching, Trenching and Utility Equipment (Environmental Products) Equipment - PURCHASE ONLY

65	Discount (%) Off Catalog/Pricelist for Brush Chippers	Please state the discount (%) off catalog/pricelist for **Brush Chippers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
66	Discount (%) Off Catalog/Pricelist for Stump Cutters	Please state the discount (%) off catalog/pricelist for **Stump Cutters, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		

PROPOSAL NOTE

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Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
67	Discount (%) Off Catalog/Pricelist for Tub Grinders	Please state the discount (%) off catalog/pricelist for **Tub Grinders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
68	Discount (%) Off Catalog/Pricelist for Horizontal Grinders	Please state the discount (%) off catalog/pricelist for **Horizontal Grinders, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
69	Discount (%) Off Catalog/Pricelist for Tree Spades	Please state the discount (%) off catalog/pricelist for **Tree Spades, Accessories and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
70	Discount (%) Off Catalog/Pricelist for Tree Care Accessories and Supplies	Please state the discount (%) off catalog/pricelist for **Tree Care Accessories and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
Section VIII: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products) - PURCHASE ONLY					
71	Discount (%) Off Catalog/Pricelist for Hydrostatic Trenching Equipment	Please state the discount (%) off catalog/pricelist for **Hydrostatic Trenching Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2% _____%	Wacker 2%*	
72	Discount (%) Off Catalog/Pricelist for Hydrostatic Rock Trenching Equipment	Please state the discount (%) off catalog/pricelist for **Hydrostatic Rock Trenching Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		
73	Discount (%) Off Catalog/Pricelist for Offset Trenchers	Please state the discount (%) off catalog/pricelist for **Offset Trenchers, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB _____%		

PROPOSAL NOTE

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Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
74	Discount (%) Off Catalog/Pricelist for Hydrostatic Trench Compactors	Please state the discount (%) off catalog/pricelist for **Hydrostatic Trench Compactors, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2% %	Wacker 2%*	
75	Discount (%) Off Catalog/Pricelist for Vibratory Plows	Please state the discount (%) off catalog/pricelist for **Vibratory Plows, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
76	Discount (%) Off Catalog/Pricelist for Concrete Cutters	Please state the discount (%) off catalog/pricelist for **Concrete Cutters, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	11% %	Husqvarna 11%*	
Section IX: Ditching, Trenching and Utility Equipment (Trenchless Products) - PURCHASE ONLY					
77	Discount (%) Off Catalog/Pricelist for Trench Compactors	Please state the discount (%) off catalog/pricelist for **Trench Compactors, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2% %	Case 26%, Wacker 2%*	
78	Discount (%) Off Catalog/Pricelist for Horizontal Directional Drilling Systems	Please state the discount (%) off catalog/pricelist for **Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
79	Discount (%) Off Catalog/Pricelist for Fluid Mixing Systems	Please state the discount (%) off catalog/pricelist for **Fluid Mixing Systems, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		

PROPOSAL NOTE

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Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
80	Discount (%) Off Catalog/Pricelist for Vacuum/Excavation Systems	Please state the discount (%) off catalog/pricelist for **Vacuum Excavation Systems, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
81	Discount (%) Off Catalog/Pricelist for Hammerhead Mole Tools	Please state the discount (%) off catalog/pricelist for **Hammerhead Mole Tools, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for **Pipe Bursting Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
83	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Please state the discount (%) off catalog/pricelist for **All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
84	Discount (%) Off Catalog/Pricelist for Repair Parts on All Types of Ditching, Trenching, and Utility Equipment	Please state the discount (%) off catalog/pricelist for **Repair Parts on All Types Ditching, Trenching, and Utility Equipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	9% %	ASCO (Dealer brands only)	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Section X: Ditching, Trenching and Utility Equipment Equipment - RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
85	Discount (%) Off Catalog/Pricelist for Rental of All Types of Ditching, Trenching and Utility Equipment Rental	Please state the discount (%) off catalog/pricelist for **RENTAL of All Types of Ditching, Trenching and Utility Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	30% %	ASCO Rental Catalog	

NOTE 5: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section XI: Ditching, Trenching and Utility Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
86	Discount (%) Off Catalog/Pricelist for All Types of Pre-Owned/ Reconditioned/ Retired Rental Ditching, Trenching and Utility Equipment	Please state the discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Ditching, Trenching and Utility Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	10% %	ASCO 10%	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Section XII: Debris/Scrap Processing Equipment - PURCHASE ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
87	Discount (%) Off Catalog/Pricelist for Demolition Equipment	Please state the discount (%) off catalog/pricelist for **Demolition Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
88	Discount (%) Off Catalog/Pricelist for Disaster Equipment	Please state the discount (%) off catalog/pricelist for **Disaster Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
89	Discount (%) Off Catalog/Pricelist for Landfill/Recycling Equipment	Please state the discount (%) off catalog/pricelist for **Landfill/Recycling Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
90	Discount (%) Off Catalog/Pricelist for Site and Right of Way Clearance Equipment	Please state the discount (%) off catalog/pricelist for **Site and Right of Way Clearance Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		
91	Discount (%) Off Catalog/Pricelist for All Other Debris/Scrap Processing Equipment	Please state the discount (%) off catalog/pricelist for **All Other Debris/Scrap Processing Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	2% %	Sennebogen 2%	
92	Discount (%) Off Catalog/Pricelist for Repair Parts on All Debris/Scrap Processing Equipment	Please state the discount (%) off catalog/pricelist for **Repair Parts on Debris/Scrap Processing Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	9% %	ASCO (Dealer brands only)	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Section XIII: Debris/Scrap Processing Equipment Equipment - RENTAL ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
93	Discount (%) Off Catalog/Pricelist for Rental of All Types of Debris/Scrap Processing Equipment Rental	Please state the discount (%) off catalog/pricelist for **RENTAL of All Types of Debris/Scrap Processing Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	30% %	ASCO 10%	

NOTE 6: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section XIV: Debris/Scrap Processing Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
94	Discount (%) Off Catalog/Pricelist for All Types of Pre-Owned/ Reconditioned/ Retired Rental Debris/Scrap Processing Equipment	Please state the discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Debris/Scrap Processing Equipment, Accessories and Attachments.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	10% %	ASCO 10%	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Section XV: Soil and Road Chemical Polymers

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
95	Discount (%) Off Catalog/Pricelist for Chemical Base Polymers and Stabilizer For Soil/Road	Please state the discount (%) off catalog/pricelist for **Chemical Base Polymers and Stabilizer For Soil and Road** (used for soil/road to provide a chemical bond joining particles into formation). **Catalog/Pricelist MUST be included or proposal will not be considered.**	NB %		

Section XVI: Installation and Repair Service

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
96	Not to Exceed Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road, Bridge and Other Equipment	**Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road, Bridge and Other Equipment** -- State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 130 /Hour	ASCO - Regular standard rate	
97	Not to Exceed Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Equipment	**Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Equipment** -- State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 130 /Hour	ASCO - Regular standard rate	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
98	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment	**Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment** -- State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 130 /Hour	ASCO - Regular standard rate	
99	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment	**Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment** -- State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 130 /Hour	ASCO - Regular standard rate	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Ashlee Morelli – *Senior Analyst, Network Development*

March 6, 2019

RE: Associated Supply Company, Inc. Authorization Letter

To Whom It May Concern:

This is to inform you that Associated Supply Company, Inc. ("ASCO") is an authorized Case Construction Equipment Dealer for Case OEM sales, parts and service in the state of Texas. The company is based in San Antonio, TX and has multiple locations in the Texas area.

Sincerely,

CNH Industrial America LLC
621 State Street
Racine, WI 53402

Chicago Pneumatic
A business unit within Power Technique LLC
1059 Paragon Way Rock Hill, SC 29730 USA
Telephone (800) 760-4049
www.cp.com

April 1, 2019

The Local Government Purchasing Cooperative Purchasing
12007 Research Blvd.
Austin, Texas 78759

RE: Proposal #597-19

To Whom It May Concern,

Please accept this letter as confirmation that Associated Supply Company (ASCO) is an authorized dealer for Chicago Pneumatic air tools, compressors, generators, light towers, and pumps. ASCO is authorized to represent the Chicago Pneumatic air tools, compressors, light towers, and pumps in the state of Texas.

If you are in need of further assistance please contact Craig Cannon, Director of Government Sales with ASCO Equipment, 210.333.8000, ccannon@ascoeq.com

Jonathan P. Cook

Jonathan Cook
Vice President
Chicago Pneumatic

Doosan Industrial Vehicle America
2475 Mill Center Parkway Suite 400
Buford, GA 30518
T - (678)745-2200 F - (678)745-2250

Mr. Craig Cannon

Director, Government Sales

Associated Supply Company, Inc. (ASC0)

P.O. Box 3888

Lubbock, TX 79452

ASCO is an Approved Vendor for Doosan Industrial Vehicle America and is authorized sell, install and service Doosan Forklifts in the following regions.

Regions 9, 13, 14, 15, 16,17 and 20.

Dennis Barker M: 915-309-6106

Regional Business Manager F: 915 964 2540

Southern Region

Doosan Industrial Vehicle America dennis.barker@doosan.com

P.O. Box 555 www.doosanlift.com

555 West Williams Road

Dell City, TX 79837

Follow us on:

Official Partner of Major League Baseball

February 27th, 2019

To whom it may concern:

Associated Supply / ASCO, P.O. Box 3888, Lubbock, TX, 79452 is a Generac Mobile dealer in good standing and authorized to sell all mobile product model offerings.

Generac Mobile Products LLC is a division of Generac Power Systems, manufacturers of mobile light towers, generators, trash pumps, heaters and water trailers.

Should you require additional information, please contact me directly.

Thank you,
Richard M. Hernandez
Customer Support Supervisor
215 Power Drive
Berlin, WI 54923-2420 USA
Ph. (920) 361-4442 ext. 6269

A TEREX COMPANY

April 1, 2019

TO WHOM IT MAY CONCERN:

We are pleased to confirm that Associated Supply Company, Inc. (ASCO) with a business address at 2102 Slaton Road, Lubbock, Texas 79404 is a non-exclusive distributor for Terex USA, LLC and Genie Industries, Inc., authorized to sell Genie and Terex products and provide service within the territory of TEXAS for the period from APRIL 1, 2019 through DECEMBER 31ST, 2022. Please contact the undersigned should you have any questions.

Sincerely,

Merry Parisotto
Sales Operations Manager
Terex USA, LLC and Genie Industries, Inc.

GENIE IND., A TEREX CO.
CORPORATE
SEAL
1966
WASHINGTON

GENIE 6464 185th AVE NE, Redmond, WA 98052 TEL (800) 536-1800 FAX (800) 595-2024 WEB www.genielift.com

GLOBAL ENVIRONMENTAL PRODUCTS, INC
www.globalsweeper.com

GLOBAL ENVIRONMENTAL PRODUCTS, INC.
5405 Industrial Parkway
San Bernardino, CA 92407

Phone: (909) 713-1601
Fax: (909) 713-1613

April 1, 2019

To Whom It May Concern:

This letter serves to verify that Associated Supply Company, (ASCO) is the Sole Authorized Distributor for Global Sweeping Solutions, Inc. and Global Environmental Products, Inc., a manufacturer of the M3, R3 and MX3 three wheel purpose built street sweepers – the only Front Steer three wheel sweeper on the market, the M4, M4HSD, all M4 Alternative Fuel four wheel purpose built street sweepers, and the V6 Air Recirculation sweeper in Texas. This includes new and used finished products as well as the "Sole Source" for OEM spare parts for the products listed above within the State of Texas.

Should you require any additional information, please contact us at 909-713-1600.

Sincerely,

Chad Bormann
Director of Sales
Global Sweeping Solutions, Inc.
Global Environmental Products, Inc.

GRADALL®

GRADALL INDUSTRIES, INC.

January 3, 2019

To Whom It May Concern:

This letter is to confirm that Associated Supply Company is the Gradall Excavator distributor for the following Counties in Texas:

Calhoun, Victoria, Dewitt, Gonzales, Lavaca, Jackson, Matagorda, Wharton, Colorado, Fayette, Lee, Burleson, Washington, Austin, Waller, Ft. Bend, Brazoria, Galveston, Harris, Montgomery, Grimes, Brazos, Madison, Walker, San Jacinto, Liberty, Chambers, Jefferson, Orange, Hardin, Polk, Trinity, Houston, Angelina, Tyler, Jasper, San Augustine, Sabine, Newton.

As a sole source provider of Gradall Industries, Inc., Associated Supply Company is responsible for all machine and parts sales, as well as service.

Thank you again for your time. If you have any questions please feel free to contact me.

Sincerely,

Jeremy Fisher

Jeremy Fisher
Regional Sales Manager

406 Mill Avenue SW, New Philadelphia, Ohio 44663 • Telephone 330.339.2211 • Fax 330.339.8468 • www.gradall.com

4/3/2019

Dealer Authorization

This letter is to state that Associated Supply Company (ASCO) is an authorized dealer for Husqvarna Construction Products. Their account for the Lubbock TX location is 605062. They may resale anything within the Construction offering at their negotiated pricing.

Signed,

Ryan Word/Jeff Seaman
District Managers- Texas
800-288-5040

Address
17400 W 119th Street
Olathe, KS 66061
USA

Telephone
913 928 1000
800 288 5040

Fax
800 825 0028

www.husqvarnacp.com

JLG Industries, Inc. ■ 13224 Fountain Head Plaza, Hagerstown, MD 21742-2678 ■ Telephone: 240-420-2661 ■ Fax: 240-420-8719 ■ www.jlg.com

An Oshkosh Corporation Company

03/06/2019

Mr. Craig Cannon
Director, Government Sales
Associated Supply Company, Inc. (ASCO)
P.O. Box 3888
Lubbock, TX 79452

In Regards to BuyBoard proposal, JLG Industries authorizes Associated Supply Company to Sell, Install, and Service JLG and Skytrak branded equipment. Associated Supply Company has the ability provide these services for the State of Texas, as one of our statewide distributors.

Thank you,

X Cody J. Rainer - JLG

Cody J. Rainer
District Manager

Kaeser Compressors, Inc.
511 Sigma Drive ■ Fredericksburg, VA 22408 ■ USA
Phone 540-898-5500 ■ Fax 540-898-5520
www.kaeser.com

KAESER COMPRESSORS
Built for a lifetime.™

April 3, 2019

Mr. Craig Cannon
Director, Government Sales
Associated Supply Company, Inc. (ASCO)
P.O. Box 3888
Lubbock, TX 79452

RE: Buy Board Proposal Invitation 597-19 Construction, Road and Bridge, Ditching, Trenching and Other Equipment.

Dear Mr. Cannon,

This letter is to confirm that Associated Supply Company, Inc. is an authorized Mobilair Rental/Equipment dealer for Kaeser Compressors, Inc. Furthermore your company is authorized to provide sales, service and installation of Kaeser Mobilair products in the state of Texas.

If you have any further questions please do not hesitate to contact us.

With best regards,

Chance Chartters
Sales Manager-Mobilair
Kaeser Compressors, Inc.

K-TEC EARTHMOVERS INC.

Box 257
Rosenort, Manitoba
Canada R0G 1W0

sales@ktec.com
www.ktec.com

Tel (204) 746-6435
Fax (204) 746-2309
Toll Free 1-866-496-7561

Craig Cannon
Government Sales
Asco Equipment
San Antonio, Texas

April 9th, 2019

Good Day Craig,

K-Tec Earthmovers is pleased to have Asco Equipment on board as our Dealer in Texas. Our complete line of Equipment is available to you. This includes Pan Scrapers, Land Levellers, Ox Blocks and Triceraboxes.

We look forward to the opportunities this will bring to both companies.

Sincerely;

Earl Loewen
National Sales Manager
Cell: (204)209-0560
Email: earll@ktec.com
Rosenort, Manitoba, Canada

March 5, 2019

To Whom It May Concern:

This letter verifies that ASCO Equipment is a distributor in TX and NM for LayMor products, including the SM300 and SM450-ST ride on sweepers manufactured by Mobile Products, Inc. in Longview, TX.

Abilene, TX
3010 S. Treadaway Blvd. Abilene, TX 79602
Local: (325) 698-2726 | Fax: (325) 698-2740
Toll-Free: (888) 376-1321

Amarillo, TX
7576 I-40 East Amarillo, TX 79118
Local: (806) 372-8386 | Fax: (806) 372-1999
Toll-Free: (888) 376-1321

Beaumont, TX
5980 South MLK Pkwy Beaumont, TX 77705
Local: (409) 212-8100 | Fax: (409) 212-8101

Belton, TX
202 North IH 35, Belton, TX 76513
Local: (254) 613-1500 | Fax: (254) 307-0688
Toll-Free: (888) 376-1321

Brenham, TX
2800 Highway 290 W Brenham, TX 77833
Local: (979) 836-6641 | Fax: (979) 830-7245

Bryan, TX
1875 N. Earl Rudder Fwy Bryan, TX 77803
Local: (979) 779-8942 | Fax: (979) 823-5530

Clovis, NM
108 South Maple St Clovis NM 88101
Local: (575) 742-2726| Fax: (575) 762-9251
Toll-Free: (888) 376-1321

Euless, TX
2019 Airport Fwy Euless, TX 76040
Local: (817) 283-2844 | Fax: (817) 283-7836

Houston, TX (North Store)
926 N Sam Houston Pkwy E Houston, TX 77032
Local: (281) 987-1990 | Fax: (281) 724-8145

Houston, TX (South Store)
6203 Long Dr Houston, TX 77087
Local: (713) 649-0940 | Fax: (713) 427-7411

Lubbock, TX
2102 E Slaton Rd Lubbock, TX 79404
Local: (806) 745-2000 | Fax: (806) 748-1268
CASE Store: 806-319-9995
Toll-Free: (888) 376-1321

Manor/Austin, TX
12805 Hwy 290 East Manor, TX 78653
Local: (512) 272-8922 | Fax: (737) 444-8378
Toll-Free: (800) 615-3804

Midland, TX
1200 Cotton Flat Rd Midland, TX 79701
Local: (432) 685-9999 | Fax: (432) 683-8885
Toll-Free: (888) 376-1321

Odessa, TX
3412 Kermit Hwy Odessa, TX 79764
Local: (432) 337-2823 | Fax: (432) 337-8313
Toll-Free: (888) 376-1321

Perryton, TX
2604 South Main St Perryton, TX 79070
Local: (806) 435-7773| Fax: (806) 435-7187
Toll-Free: (888) 376-1321

San Angelo, TX
700 Knickerbocker Rd San Angelo, TX 76903
Local: (325) 655-5666 | Fax: (325) 653-4471
Toll-Free: (888) 376-1321

San Antonio, TX
1920 SE Loop 410 San Antonio, TX 78220
Local: (210) 333-8000 | Fax: (210) 333-6137
Toll-Free: (800) 483-9262

Sherman, TX
3600 Hwy 82 East Sherman, TX 75090
Local: (903) 893-7586 | Fax: (903) 893-7586

Terrell, TX
401 FM 148 Terrell, TX 75160
Local: (972) 563-2171 | Fax: (972) 563-3605

Tyler, TX
2602 E Front St, Tyler, TX 75702
Local: (903) 593-0201 | Fax: (903) 593-6320

Wichita Falls, TX
2900 Henry S Grace Fwy Wichita Falls, TX 76302
Local: (940) 687-2726| Fax: (940) 687-2729
Toll-Free: (888) 376-1321

Respectfully,

Randi Carr

Business Manager

Mobile Products, Inc

VT LeeBoy
A company of VT Systems

VT LeeBoy, Inc.
500 Lincoln County Pkwy Ext.
Lincolnton, NC 28092
Tel: 704.966.3300
www.LeeBoy.com

April 17, 2016

To: Buy Board Purchasing Cooperative

Re: Buy Board Proposal Invitation No.: 515-16 Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment

Dear Contracting Professionals:

Please accept this letter as our company's approval letter for Associated Supply Company, Inc. d/b/a ASCO Equipment Co. (ASCO) to provide our equipment and related materials to the Buy Board and their customers. ASCO is authorized to supply these items for the Buy Board *Proposal Invitation No.: 515-16 Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment,* and subsequent contract.

Sincerely,

Brian Hall
VT LeeBoy, Inc.

CC: ASCO

PALADIN™
POWERFUL ATTACHMENT TOOLS

Division of IES INTERNATIONAL EQUIPMENT SOLUTIONS

Date: April 10th, 2019

ASCO Equipment

April 10th, 2019

To Whom It May Concern:

Paladin Attachments gives ASCO Equipment the authority to sell, install, and service Paladin products thru the Buy Board Proposal Invitation 597-19 Construction, Road and Bridge, Ditching, Trenching, and Other Equipment and be our authorized dealer in all regions of Texas over the length of the contract.

BuyBoard members will be able to purchase our attachments thru ASCO Equipment at a suggested 19% discount off of the List prices in Paladin's 2019 price books. Paladin is currently charging a 5% materials cost (MCI) increase to the final net price.

Regards

Ryan Wills

Team Leader, Inside Sales

Territory Manager, Paladin

VOLVO CONSTRUCTION EQUIPMENT

March 4, 2019
(717) 300-6075

Mr. Craig Cannon
Director, Government Sales
Associated Supply Company, Inc. (ASCO)
P.O. Box 3888
Lubbock, TX 79452

Re: Buy Board Proposal Invitation No.: 597-19 Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment

Dear Mr. Cannon:

Please accept this letter as Volvo Construction Equipment North America, LLC's ("Volvo CE") approval letter for Associated Supply Company, Inc. d/b/a ASCO Equipment Co. (ASCO) to provide Volvo CE equipment and related materials within ASCO's territory to the Buy Board and their customers. ASCO is authorized to sell, install and service these items within ASCO's contracted territory attached hereto for the Buy Board *Proposal Invitation No.: 597-19 Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment,* and subsequent contract.

Sincerely,

Lisa C. Slocum
Manager, Legal Department
Volvo Construction Equipment North America, LLC

Associated Supply Company, Inc.

State/Province	County
TX	Andrews
TX	Armstrong
TX	Bailey
TX	Borden
TX	Briscoe
TX	Carson
TX	Castro
TX	Childress
TX	Cochran
TX	Coke
TX	Collingsworth
TX	Concho
TX	Cottle
TX	Crane
TX	Crockett
TX	Crosby
TX	Dallam
TX	Dawson
TX	Deaf Smith
TX	Dickens
TX	Donley
TX	Ector
TX	Fisher
TX	Floyd
TX	Foard
TX	Gaines
TX	Garza
TX	Glasscock
TX	Gray
TX	Hale
TX	Hall
TX	Hansford
TX	Hardeman
TX	Hartley
TX	Haskell
TX	Hemphill
TX	Hockley
TX	Howard
TX	Hutchinson
TX	Irion
TX	Jones
TX	Kent
TX	Kimble
TX	King
TX	Knox
TX	Lamb
TX	Lipscomb
TX	Loving
TX	Lubbock
TX	Lynn
TX	Martin
TX	Menard
TX	Midland
TX	Mitchell
TX	Moore
TX	Motley
TX	Nolan
TX	Ochiltree
TX	Oldham
TX	Parmer
TX	Potter
TX	Randall
TX	Reagan
TX	Roberts
TX	Runnels
TX	Schleicher
TX	Scurry
TX	Sherman
TX	Sterling
TX	Stonewall
TX	Sutton
TX	Swisher

Associated Supply Company, Inc.

State/Province	County
TX	Taylor
TX	Terry
TX	Tom Green
TX	Upton
TX	Ward
TX	Wheeler
TX	Winkler
TX	Yoakum

Tuesday, March 5, 2019

Mr. Craig Cannon
Director, Government Sales
Associated Supply Company, Inc. (ASCO)
P.O. Box 3888
Lubbock, TX 79452

Let it be known that Associated Supply Company, Inc. dba ASCO, is an authorized Wacker Neuson Light Construction Equipment Dealer in good standing and is approved to Sell, Install, and Service Wacker Neuson Light Construction Equipment in all Counties within the U.S. State of Texas.

Please find attached 2019 Material Ordering Guide as well as the following Contact information at Wacker Neuson:

1-800-770-0957

Service Support/Warranty	Press 2
Sales Support/Machines & Attachments	Press 3
Product Application Support	Press 4
Credit Department	Press 5
Web Support	Press 6
Parts Support/Ordering	Press 7

Best Regards,

Guy A. Wickstrom
District Sales Manager
Email: guy.wickstrom@wackerneuson.com
Cell: 210-382-7745

August 14, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (one rear loader) and associated equipment for the Sanitation Department from Houston Freightliner through HGAC Buy for a total price of $236,337. The funding source is the Sanitation Vehicle Capital Outlay account.

I. Background

A. Funding for new equipment has been earmarked for the listed department(s).

B. Buy Board, HGAC Buy and TPASS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.

C. The requested vehicle is a rear loader refuse truck.

D. The extended purchase price for this package is $236,337.

E. Houston Freightliner is located in Houston Texas.

F. Delivery should be within 180 days from the date of the purchase order issue.

G. Additional equipment will be installed by the dealer which was noted in the specification by the requesting department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (one rear loader) and associated equipment for the Sanitation Department from Houston Freightliner through HGAC Buy for a total price of $236,337. The funding source is the Sanitation Vehicle Capital Outlay account.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - $236,337
2. Timing - Delivery should be within 180 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (one rear loader) and associated equipment for the Sanitation Department from Houston Freightliner through HGAC Buy for a total price of $236,337. The funding source is the Sanitation Vehicle Capital Outlay account.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Assignment	Cindy Dewitt Director Adm & Sanitation

Cost	$236,337
Funding Source	Sanitation Vehicle Capital account
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. <u>Environmental Impact</u>

All listed vehicle(s) are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	6/11/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Galveston	Contractor:	Houston Freightliner
Contact Person:	David Smith	Prepared By:	Adam Neuse
Phone:	409-797-3931	Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:	dsmith@galvestontx.gov	Email:	adam.neuse@strhouston.com

Product Code:	D5	Description:	2021 Freightliner M2-106 TRA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 62072

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
L9 350 HP 1000 LB FT TQ ENGINE	10197	RS-23-160 23,000 LB REAR AXLE	654
Allison 3000 RDS Auto Trans	5089	Driver Controlled Differential Lock (One Axle)	551
RH Understep Aftertreatment w Vert Stack	617	1/4" Inner Frame Reinforcement	775
227" Wheelbase	835	3 Piece Painted Steel Front Bumper	49
11/32x3-1/2x10-15/16" Frame 120KSI	464	2-1/2" Fender Extensions	206
Basic High Back Air Driver Seat	159	Dual West Coast Mirrors w/LH-RH Remote	215
Basic High Back Air Susp Pass Seat	191	LH/RH 8" Bright Convex Fender Mirrors	104
Adjustable Steering Wheel	359		
AM/FM Radio w Bluetooth	368		
Battery Disconnect MTD LH near Battery Box	152	Heil of Texas Rear Loader	141354
DA-F-16.0-5 16,000LB FR Drive Axle	1462	**Subtotal From Additional Sheet(s):**	
16,000 LB TAPERLEAF FRONT SUSPENSION	833	**Subtotal B:**	164634

HGACBuy THE SMART PURCHASING SOLUTION

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	226706	=	Subtotal D:	226706

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Fontaine RH Drive Modification	**9484**	**1 Year Towing**	200
Discount	**-1553**		
		Subtotal F:	8131

Delivery Date:		**G. Total Purchase Price (D+E+F):**	236337

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Houston Freightliner, Inc., hereinafter referred to as the Contractor, having its principal place of business at 9550 North Loop East, Houston, TX 77029.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2020 and ends May 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Houston Freightliner, Inc.

Signature DocuSigned by: Adam Neuse 389FE12E2E0F4C4...

Name Adam Neuse

Title Account Manager

Date 3/26/2020

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/26/2020

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Attachment A
Houston Freightliner, Inc.
Medium and Heavy Trucks & Truck Bodies
Contract No. HT06-20

Applicable items are the models listed in the table below, in their factory standard configurations, as well as any pricing documents included in the awardee's bid response.

H-GAC Product Code	Brand	Model Description	Price
HT0620D1	Freightliner	108SD, Conventional Cab, SBFA, SRA	$71,598
HT0620D2	Freightliner	108SD, Conventional Cab, SBFA, TRA	$79,817
HT0620D3	Freightliner	114SD, Conventional Cab, SFFA, TRA	$89,709
HT0620D4	Freightliner	122SD, Conventional Cab, SFFA, TRA	$98,185
HT0620D5	Freightliner	M2-106, Conventional Cab, SBFA, SRA	$62,072
HT0620D6	Freightliner	M2-106, Conventional Cab, SBFA, TRA	$71,311
HT0620D7	Freightliner	M2-112, Conventional Cab, SBFA, TRA	$85,120
HT0620D8	Freightliner	EconicSD, COE, Low Cab Forward, High Roof, TRA	$156,705
HT0620D9	Freightliner	EconicSD, COE, Low Cab Forward, Low Roof, TRA	$157,460
HT0620D10	Freightliner	Cascadia CA116-DC, Conventional Cab Tractor, SBFA, TRA	$105,097
HT0620D11	Freightliner	MT45 Stripped Chassis	$55,144
HT0620D12	Freightliner	MT55 Stripped Chassis	$56,623
HT0620M6	Western Star	5700DC, Conventional Cab, SBFA, TRA	$114,606
HT0620M7	Western Star	6900XD, Conventional Cab, SBFA, TRA	$130,152

City of Galveston

DEPARTMENT OF PUBLIC WORKS

publicworks@galvestontx.gov | Office Number: (409) 797-3630 | www.galvestontx.gov

October 9, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Cynthia DeWitt, Director of Sanitation

Re: Consider for approval the use of the cooperative purchasing contract through the HGAC Contract (#RC01-18) from Toter Incorporated for the purchase of EVR 1 Series 96 Gallon Automated Rollout Garbage Carts and repair parts. Authorizing City Manager to execute all necessary documents upon final approval by the City Attorney.

I. **Background:**

A. The Sanitation Division operates under a partially implemented automated trash pick up system.

B. Toter Inc. has been the City's provider of carts for many years.

II. **Current Situation:**

A. HGAC is a co-operative purchasing organization that the City is a member of that performs bidding packages for local governments. Toter currently has an HGAC contract (#RC01-18) through December 31, 2020. In the event that Toter is not approved for renewal of their HGAC contract, the award for carts will be resubmitted to Council at a later date.

B. Additional carts are needed throughout the year for projected demands and replacements.

C. Additional inventory repair parts are needed for projected demands. By utilizing one vendor staff is not required to maintain several different inventories of parts and carts.

D. In an effort to minimize lag time between obtaining approval and purchase orders of carts and cart parts, staff is requesting that City Council authorize purchases from Toter for fiscal year 2020-2021

III. **Issues:**

A. Cost Not to Exceed: $160,000.00

B. Timing: Council approval is required before the order may be placed.

C. Impact or ramifications: Failure to authorize purchase will result in residential properties without garbage containers.

IV. **Recommendation:**

Approve the purchase of garbage carts and parts in an amount not to exceed $160,000.00

V. **Fiscal Impact Report:**

Requested by:	Cynthia DeWitt, Director of Sanitation
Funding Source:	Sanitation Other Contracts
Estimated annual M&O cost:	$160,000.00

Respectfully submitted,

Cynthia DeWitt
Director of Sanitation

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
TOTER, LLC
Statesville, North Carolina

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Toter, LLC,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 841 Meacham Road, Statesville, North Carolina 28677.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Refuse and Recycling Containers & Lifters** Contract to become effective as of January 1, 2018, and to continue through December 31, 2020 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Refuse and Recycling Containers & Lifters** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Refuse and Recycling Containers & Lifters** through the **H-GAC** Contract to **END USERS.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:**RC01-18,** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:**RC01-18,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract **and** that the term of said Agreement may exceed the term of the **H-GAC** Contract. However, this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END**

USERS pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the

Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC.** For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC**

Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Chuck Wemple, Chief Operations Officer

Date: 12-6 20 17

Signed for **Toter, LLC** Statesville, North Carolina: _____

Printed Name & Title: James W. Pickett - Vice President, Sales

Date: October 19, 20 17

Attest for **Toter, LLC** Statesville, North Carolina: Kellie K Clark

Printed Name & Title: Kellie K. Clark - Sr. Manager, Bids/Contracts

Date: October 19, 20 17

Attachment A
Toter, LLC
Refuse and Recycling Containers & Lifters
Contract No. RC01-18

H-GAC Product Code	Item Description	Offered Price	Minimum Quantity
HB001	**Toter** Organics Nova Bin 2 Gallon: 2 gallon capacity residential organics kitchen collector, top and bottom hand grips, snap tight lid.	$3.00	396-999
HB002	**Toter** Organics Nova Bin 13 Gallon: 13 gallon capacity residential organics roll cart, latch/animal lock, 2-wheels.	$17.50	78-999
GA048	**Toter** EVR II 79232: 32 gallon capacity residential roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 8" wheels	$39.52	TL of 945
GA049	**Toter** EVR II 79235: 35 gallon capacity residential roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$43.37	TL of 945
GA044	**Toter** EVR II 79321: 21 gallon capacity residential organics roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$39.02	TL of 950
GA045	**Toter** EVR II 79324: 24 gallon capacity residential organics roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$39.02	TL of 950
GA046	**Toter** EVR II 79332: 32 gallon capacity residential organics roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 8" wheels	$42.52	TL of 945
GA047	**Toter** EVR II 79348: 48 gallon capacity residential organics roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$46.18	TL of 912
DJ381	**Toter** Organics FL53A: 3 cubic yard capacity front end load plastic container: rotational molded, 6" x 2" casters, special body reinforcements included for handling organics materials	$1,015.00	TL of 39
HB000	**Toter** Organics FL52A: 2 cubic yard capacity front end load plastic container: rotational molded, 6" x 2" casters, special body reinforcements included for handling organics materials	$881.00	TL of 64
HB003	**Toter** 3063-TL-4H14: Trimlift residential rear or side lift applications lifter; slim profile, hydraulic rotary actuator lifter, 21" x 10" x 18"	$2,823.80	Min 1
HB004	**Toter** 3063-TL-4H16: Trimlift residential rear or side lift applications lifter; slim profile, hydraulic rotary actuator lifter, 21" x 10" x 20"	$2,823.80	Min 1
AJ359	**Toter** EVR 52532: 32 gallon residential rollout cart: automated dumping design, rotational molded, 10" wheels	$37.99	TL of 1404

AJ360	**Toter** EVR 52535: 35 gallon residential rollout cart: automated dumping design, rotational molded, 10" wheels	$37.99	TL of 1404
AJ361	**Toter** EVR57564: 64 gallon residential rollout cart: automated dumping design, rotational molded, 10" wheels	$45.74	TL of 648
AJ362	**Toter** EVR57596: 96 gallon residential rollout cart: automated dumping design, rotational molded, 10" wheels	$53.31	TL of 636
AJ363	**Toter** EVR 76532: 32 gallon capacity residential rollout cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$38.53	TL of 1404
AJ364	**Toter** EVR 76535: 35 gallon capacity residential rollout cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$38.53	TL of 1404
AJ365	**Toter** EVR 76564: 64 gallon capacity residential rollout cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$46.28	TL of 648
AJ366	**Toter** EVR 76596: 96 gallon capacity residential rollout cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$53.84	TL of 636
HB005	**Toter** EVR II 79221: 21 gallon capacity residential roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$36.02	TL of 950
AJ367	**Toter** EVR II 79224: 24 gallon capacity residential roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$36.02	TL of 950
AJ368	**Toter** EVR II 79248: 48 gallon capacity residential rollout cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$43.18	TL of 912
AJ369	**Toter** EVR II 79264: 64 gallon capacity residential rollout cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$45.37	TL of 864
AJ370	**Toter** EVR II 79296: 96 gallon capacity residential rollout cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$52.81	TL of 624
AJ371	**Toter** Insert VRI10: When installed into a 24 gallon cart (EVR 79224, 79321 and 79324) this 10 gallon insert changes capacity of the 24 gallon cart to a 10 gallon cart	$18.25	TL of 3120
AJ372	**Toter** Insert VRI20: When installed into a 32 gallon cart (Models EVR 76532 and 52532), this 20 gallon insert changes capacity of the 32 gallon cart to a 20 gallon cart	$20.22	TL of 1333
AJ373	**Toter** EVR II 79B64: 64 gallon capacity residential "Bear Tight" cart: universal dumping design, rotating steel stop bar, 10" wheels	$160.36	TL of 188
AJ374	**Toter** EVR II 79B96: 96 gallon capacity residential "Bear Tight" cart: universal dumping design, rotating steel stop bar, 10" wheels	$179.68	TL of 180
BJ375	**Toter** EVR Vented Yard Waste Cart 76864: 64 gallon capacity residential rollout cart for plant waste: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels, vents only (vents and grids offered on Form E)	$47.68	TL of 648

BJ376	**Toter** EVR Vented Yard Waste Cart 76896: 96 gallon capacity residential rollout cart for plant waste: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels, vents only (vents and grids offered on Form E)	$55.29	TL of 636
BJ377	**Toter** EVR Co-Collection Cart 77564: 64 gallon capacity residential rollout cart: dual compartmentalized, universal dumping design, rotating steel stop bar, 10" wheels	$81.76	TL of 360
BJ378	**Toter** EVR Co-Collection Cart 77596: 96 gallon capacity residential rollout cart: dual compartmentalized, universal dumping design, rotating steel stop bar, 10" wheels	$94.53	TL of 336
DJ379	**Toter** FL020: 2 cubic yard capacity front end load plastic container: rotational molded, 6" x 2" casters	$476.86	TL of 80
DJ380	**Toter** FL030: 3 cubic yard capacity front end load plastic container: rotational molded, 6" x 2" casters	$589.75	TL of 64
DJ381	**Toter** Organics FL53A: 3 cubic yard capacity front end load plastic container: rotational molded, 6" x 2" casters, special body reinforcements included for handling organics materials	$1,015.00	TL of 39
HB008	**Toter** Organics FL52A: 2 cubic yard capacity front end load plastic container: rotational molded, 6" x 2" casters, special body reinforcements included for handling organics materials	$881.00	TL of 64
DJ382	**Toter** FL040: 4 cubic yard capacity front end load plastic container: rotational molded	$640.39	TL of 30
DJ383	**Toter** 840: Industrial public litter container: 45 gallon capacity, rotational molded, dome top, weighted base capability	$227.50	Min 25
DJ384	**Toter** 860: Automated public litter container: 60 gallon capacity, rotational molded, dome top, weighted base capability, automated dumping design	$308.00	Min 25
EJ385	**Toter** 3065-HL-9H24: HighLift residential rear or side lift applications lifter: hydraulic rotary actuator lifter, 350 pound rating, 21" x 15" x 32"	$2,901.25	Min 1
EJ386	**Toter** 3065-HL-9H20: HighLift residential rear or side lift applications lifter: hydraulic rotary actuator lifter, 21" x 15" x 28"	$2,901.25	Min 1
EJ392	**Toter** 3069-00-2000: EconoLift residential rear lift applications lifter: hydraulic rotary actuator lifter, 350 pound rating, 15" x 13" x 23".	$2,007.73	Min 1
HB009	**Toter** 25B64: 64 Gallon Bear Tight Cart (Color: Blackstone only)	$160.36	Min 10
HB010	**Toter** 25B96: 96 Gallon Bear Tight Cart (Color: Blackstone only)	$179.68	Min 10
HB011	**Toter** CDA64: Secure Document Two-Wheel Carts - 64 gallon / Non Locking Lid	$130.98	Min 10
HB012	**Toter** CDA64: Secure Document Two-Wheel Carts - 64 gallon / Pad Lock Hasp	$130.98	Min 10
HB013	**Toter** CDA64: Secure Document Two-Wheel Carts - 64 gallon / Barrel Lock	$130.98	Min 10
HB014	**Toter** CDA96: Secure Document Two-Wheel Carts - 96 gallon / Non Locking Lid	$154.79	Min 10

HB015	**Toter** CDA96: Secure Document Two-Wheel Carts - 96 gallon / Pad Lock Hasp	$154.79	Min 10
HB016	**Toter** CDA96: Secure Document Two-Wheel Carts - 96 gallon / Barrel Lock	$154.79	Min 10
HB017	**Toter** RMN64: Regulated Medical Waste Two-Wheel Carts - 64 gallon	$145.53	Min 10
HB018	**Toter** RMN96: Regulated Medical Waste Two-Wheel Carts - 96 gallon	$171.99	Min 10
HB019	**Toter** ANA32: Two-Wheel Cart - 32 gallons	$54.96	Min 10
HB020	**Toter** ANA48: Two-Wheel Cart - 48 gallon	$60.16	Min 10
HB021	**Toter** ANA64: Two-Wheel Cart - 64 gallon	$70.40	Min 10
HB022	**Toter** ANA96: Two-Wheel Cart - 96 gallon	$91.97	Min 10
HB023	**Toter** ONA24: Two-Wheel Cart - 24 gallon, Standard Lid	$57.32	Min 10
HB024	**Toter** ONA32: Two-Wheel Cart - 32 gallon, Standard Lid	$64.39	Min 10
HB025	**Toter** ONA48: Two-Wheel Cart - 48 gallon, Standard Lid	$72.13	Min 10
HB026	**Toter** ONA64: Two-Wheel Cart - 64 gallon, Standard Lid	$86.94	Min 10
HB027	**Toter** ACC32: Caster Cart - 32 gallon, Standard Lid	$104.30	Min 10
HB028	**Toter** ACC64: Caster Cart - 64 gallon, Standard Lid	$118.50	Min 10
HB029	**Toter** ACC96: Caster Cart - 96 gallon, Standard Lid	$124.94	Min 10
HB030	**Toter** ACG64: Caster Cart - 64 gallon, Heavy Duty Gasketed Locking Lid	$217.67	Min 10
HB031	**Toter** ACO64: Caster Cart - 64 gallon, Standard Lid	$184.18	Min 10
HB032	**Toter** CDC64: Secure Document Cart - 64 gallon / Non Locking Lid	$178.38	Min 10
HB033	**Toter** CDC64: Secure Document Cart - 64 gallon / Pad Lock Hasp	$178.38	Min 10
HB034	**Toter** CDC64: Secure Document Cart - 64 gallon / Barrel Lock	$178.38	Min 10
HB035	**Toter** CDC96: Secure Document Cart - 96 gallon / Non Locking Lid	$224.76	Min 10
HB036	**Toter** CDC96: Secure Document Cart - 96 gallon / Pad Lock Hasp	$224.76	Min 10
HB037	**Toter** CDC96: Secure Document Cart - 96 gallon / Barrel Lock	$224.76	Min 10
HB038	**Toter** RMC64: Regulated Medical Waste Carts - 64 gallon	$185.92	Min 10
HB039	**Toter** RMC96: Regulated Medical Waste Carts - 96 gallon	$229.36	Min 10
HB040	**Toter** UT005: Utility Duty Tilt Truck with Handle, 1/2 Cubic Yard	$449.19	Min 10
HB041	**Toter** UT105: Standard Duty Tilt Truck with Handle, 1/2 Cubic Yard	$604.07	Min 10
HB042	**Toter** UT205: Heavy Duty Tilt Truck with Handle, 1/2 Cubic Yard	$634.73	Min 10
HB043	**Toter** UTP05: Universal Tilt Truck with Handle (Pneumatic Tires and Casters) - 1/2 cubic yard	$636.27	Min 10

HB044	**Toter** UT175: Standard Duty Tilt Truck with Handle - 3/4 Cubic Yard	$630.34	Min 10
HB045	**Toter** UT010: Utility Duty Tilt Truck with Handle - 1 Cubic Yard	$643.47	Min 10
HB046	**Toter** UT110: Standard Duty Tilt Truck with Handle - 1 Cubic Yard	$776.02	Min 10
HB047	**Toter** UT210: Heavy Duty Tilt Truck with Handle - 1 Cubic Yard	$900.31	Min 10
HB048	**Toter** UT115: Standard Duty Tilt Truck with Handle - 1-1/2 Cubic Yard	$1,494.08	Min 10
HB049	**Toter** UT215: Heavy Duty Tilt Truck with Handle - 1-1/2 Cubic Yard	$1,658.30	Min 10
HB050	**Toter** UTT05: Towable Tilt Truck with Handle - 1/2 Cubic Yard	$721.28	Min 10
HB051	**Toter** UTT10: Towable Tilt Truck with Handle - 1 Cubic Yard	$882.28	Min 10
HB052	**Toter** UTT15: Towable Tilt Truck with Handle - 1-1/2 Cubic Yard	$1,593.90	Min 10
HB053	**Toter** MMC08: Manual Cube Truck - 8 cubic foot	$182.00	Min 10
HB054	**Toter** MMC12: Manual Cube Truck - 12 cubic foot	$254.69	Min 10
HB055	**Toter** MMC16: Manual Cube Truck - 16 cubic foot	$304.99	Min 10
HB056	**Toter** MMC20: Manual Cube Truck - 20 cubic foot	$366.03	Min 10
HB057	**Toter** AMC20: Automated Cube Truck - 20 cubic foot	$397.86	Min 10
HB058	**Toter** AM110: Universal Mobile Truck - 1 cubic yard	$897.75	Min 10
HB059	**Toter** AM120: Universal Mobile Truck - 2 cubic yard	$1,102.50	Min 10
HB060	**Toter** FLM20: Mobile Truck w/ Attached Lid - 2 cubic yard	$1,655.85	Min 10
HB061	**Toter** FLT20: Mobile Truck w/ Attached Lid - 2 cubic yard w/ Pintle Hook Tow Assembly	$2,209.13	Min 10
HB062	**Toter** AMT10: Towable Universal Mobile Truck - 1 cubic yard	$1,257.56	Min 10
HB063	**Toter** AMT20: Towable Universal Mobile Truck - 2 cubic yard	$1,470.00	Min 10
HB064	**Toter** AMA20: Rapid Speed Mobile Truck - 2 cubic yard	$2,161.25	Min 10
HB065	**Toter** FLA20: Rapid Speed Mobile Truck w/ Attached Lid - 2 Cubic Yard (Towable up to 25 mph)	$2,942.63	Min 10
HB066	**Toter** FLA30: Rapid Speed Mobile Truck w/ Attached Lid - 3 Cubic Yard (Towable up to 25 mph)	$4,389.00	Min 10
HB067	**Toter** LM110: Universal Mobile Truck - 1 cubic yard, Removable Solid Lid	$196.00	Min 10
HB068	**Toter** LMS10: Universal Mobile Truck - 1 cubic yard, Hinged Solid Lid	$203.00	Min 10
HB069	**Toter** RBR32: Atlas Container, 32 gal, Automated or Manual Unloading	$41.99	Min 10
HB070	**Toter** RBR44: Atlas Container, 44 gal, Automated or Manual Unloading	$48.29	Min 10
HB071	**Toter** RBR55: Atlas Container, 55 gal, Automated or Manual Unloading	$58.79	Min 10
HB072	**Toter** ASH50: Ashtray with Removable Lid and Attached Tray, Factory Installed / Fits RDO44, RDT44	$50.23	Min 10
HB073	**Toter** HTL21: Dome-Top Lid with Push-in Hinged Door, fits 21 gal Slimline Half-Round Container (HRC21)	$38.50	Min 10
HB074	**Toter** HRC21: Slimline Half-Round Container, 21 gal, Manual Unloading	$52.85	Min 10
HB075	**Toter** CHLC21: Slimline Lockable Half-Round Container with Document Slot, 21 gal, Manual Unloading	$94.50	Min 10
HB076	**Toter** REC21: Slimline Rectangular Container, 23 gal, Manual Unloading	$48.28	Min 10
HB077	**Toter** RLC21: Slimline Lockable Rectangular Container with Document Slot, 23 gal, Manual Unloading	$94.50	Min 10
HB078	**Toter** SSC25: Slimline Square Container, 25 gal, Manual Unloading	$50.86	Min 10
HB079	**Toter** SSC50: Slimline Square Container, 50 gal, Manual Unloading	$64.39	Min 10

HB080	**Toter** SHL50: Slimline Square Container w/ permanently attached Hinged Dome-Top Lid, two push-in Doors, 50 gal, Manual Unloading / Wgt Base included	$129.50	Min 10
HB081	**Toter** 840K: Dome-Top Litter Container - 45 gallon	$227.50	Min 10
HB082	**Toter** 860A: Dome-Top Litter Container - 60 gallon w Gravity Latch	$308.00	Min 10
HB083	**Toter** 860B: Dome-Top Litter Container - 60 gallon w bag holder straps	$308.00	Min 10
HB084	**Toter** TB095-10000: Toter Box Assembly - Includes Box, Frame, Casters & Hitch Connector	$384.99	Min 1
HB085	**Toter** TB095-11000: Toter Box with Frame	$342.99	Min 1
HB086	**Toter** TB095-12000: Toter Box	$262.49	Min 1
HB100	**Toter** 25B64: 64 Gallon Bear Tight Cart (Color: Blackstone only)	$160.36	Min 10
HB101	**Toter** 25B96: 96 Gallon Bear Tight Cart (Color: Blackstone only)	$179.68	Min 10
HB102	**Toter** CDA64: Secure Document Two-Wheel Carts - 64 gallon / Non Locking Lid	$130.98	Min 10
HB103	**Toter** CDA64: Secure Document Two-Wheel Carts - 64 gallon / Pad Lock Hasp	$130.98	Min 10
HB104	**Toter** CDA64: Secure Document Two-Wheel Carts - 64 gallon / Barrel Lock	$130.98	Min 10
HB104	**Toter** CDA96: Secure Document Two-Wheel Carts - 96 gallon / Non Locking Lid	$154.79	Min 10
HB105	**Toter** CDA96: Secure Document Two-Wheel Carts - 96 gallon / Pad Lock Hasp	$154.79	Min 10
HB106	**Toter** CDA96: Secure Document Two-Wheel Carts - 96 gallon / Barrel Lock	$154.79	Min 10
HB107	**Toter** RMN64: Regulated Medical Waste Two-Wheel Carts - 64 gallon	$145.53	Min 10
HB108	**Toter** RMN96: Regulated Medical Waste Two-Wheel Carts - 96 gallon	$171.99	Min 10
HB109	**Toter** ANA32: Two-Wheel Cart - 32 gallons	$54.96	Min 10
HB110	**Toter** ANA48: Two-Wheel Cart - 48 gallon	$60.16	Min 10
HB111	**Toter** ANA64: Two-Wheel Cart - 64 gallon	$70.40	Min 10
HB112	**Toter** ANA96: Two-Wheel Cart - 96 gallon	$91.97	Min 10
HB113	**Toter** ONA24: Two-Wheel Cart - 24 gallon, Standard Lid	$57.32	Min 10
HB114	**Toter** ONA32: Two-Wheel Cart - 32 gallon, Standard Lid	$64.39	Min 10
HB115	**Toter** ONA48: Two-Wheel Cart - 48 gallon, Standard Lid	$72.13	Min 10
HB116	**Toter** ONA64: Two-Wheel Cart - 64 gallon, Standard Lid	$86.94	Min 10
HB117	**Toter** ACC32: Caster Cart - 32 gallon, Standard Lid	$104.30	Min 10
HB118	**Toter** ACC64: Caster Cart - 64 gallon, Standard Lid	$118.50	Min 10
HB119	**Toter** ACC96: Caster Cart - 96 gallon, Standard Lid	$124.94	Min 10
HB120	**Toter** ACG64: Caster Cart - 64 gallon, Heavy Duty Gasketed Locking Lid	$217.67	Min 10
HB121	**Toter** ACO64: Caster Cart - 64 gallon, Standard Lid	$184.18	Min 10
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HB123	**Toter** CDC64: Secure Document Cart - 64 gallon / Pad Lock Hasp	$178.38	Min 10
HB124	**Toter** CDC64: Secure Document Cart - 64 gallon / Barrel Lock	$178.38	Min 10
HB125	**Toter** CDC96: Secure Document Cart - 96 gallon / Non Locking Lid	$224.76	Min 10
HB126	**Toter** CDC96: Secure Document Cart - 96 gallon / Pad Lock Hasp	$224.76	Min 10
HB127	**Toter** CDC96: Secure Document Cart - 96 gallon / Barrel Lock	$224.76	Min 10
HB128	**Toter** RMC64: Regulated Medical Waste Carts - 64 gallon	$185.92	Min 10
HB129	**Toter** RMC96: Regulated Medical Waste Carts - 96 gallon	$229.36	Min 10
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HB132	**Toter** UT205: Heavy Duty Tilt Truck with Handle, 1/2 Cubic Yard	$634.73	Min 10
HB133	**Toter** UTP05: Universal Tilt Truck with Handle (Pneumatic Tires and Casters) - 1/2 cubic yard	$636.27	Min 10
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HB136	**Toter** UT110: Standard Duty Tilt Truck with Handle - 1 Cubic Yard	$776.02	Min 10
HB137	**Toter** UT210: Heavy Duty Tilt Truck with Handle - 1 Cubic Yard	$900.31	Min 10
HB138	**Toter** UT115: Standard Duty Tilt Truck with Handle - 1-1/2 Cubic Yard	$1,494.08	Min 10
HB139	**Toter** UT215: Heavy Duty Tilt Truck with Handle - 1-1/2 Cubic Yard	$1,658.30	Min 10
HB140	**Toter** UTT05: Towable Tilt Truck with Handle - 1/2 Cubic Yard	$721.28	Min 10
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HB145	**Toter** MMC16: Manual Cube Truck - 16 cubic foot	$304.99	Min 10
HB146	**Toter** MMC20: Manual Cube Truck - 20 cubic foot	$366.03	Min 10
HB147	**Toter** AMC20: Automated Cube Truck - 20 cubic foot	$397.86	Min 10
HB148	**Toter** AM110: Universal Mobile Truck - 1 cubic yard	$897.75	Min 10
HB149	**Toter** AM120: Universal Mobile Truck - 2 cubic yard	$1,102.50	Min 10
HB150	**Toter** FLM20: Mobile Truck w/ Attached Lid - 2 cubic yard	$1,655.85	Min 10
HB151	**Toter** FLT20: Mobile Truck w/ Attached Lid - 2 cubic yard w/ Pintle Hook Tow Assembly	$2,209.13	Min 10
HB152	**Toter** AMT10: Towable Universal Mobile Truck - 1 cubic yard	$1,257.56	Min 10
HB153	**Toter** AMT20: Towable Universal Mobile Truck - 2 cubic yard	$1,470.00	Min 10
HB154	**Toter** AMA20: Rapid Speed Mobile Truck - 2 cubic yard	$2,161.25	Min 10
HB155	**Toter** FLA20: Rapid Speed Mobile Truck w/ Attached Lid - 2 Cubic Yard (Towable up to 25 mph)	$2,942.63	Min 10
HB156	**Toter** FLA30: Rapid Speed Mobile Truck w/ Attached Lid - 3 Cubic Yard (Towable up to 25 mph)	$4,389.00	Min 10
HB157	**Toter** LM110: Universal Mobile Truck - 1 cubic yard, Removable Solid Lid	$196.00	Min 10
HB158	**Toter** LMS10: Universal Mobile Truck - 1 cubic yard, Hinged Solid Lid	$203.00	Min 10
HB159	**Toter** RBR32: Atlas Container, 32 gal, Automated or Manual Unloading	$41.99	Min 10
HB160	**Toter** RBR44: Atlas Container, 44 gal, Automated or Manual Unloading	$48.29	Min 10
HB161	**Toter** RBR55: Atlas Container, 55 gal, Automated or Manual Unloading	$58.79	Min 10
HB162	**Toter** ASH50: Ashtray with Removable Lid and Attached Tray, Factory Installed / Fits RDO44, RDT44	$50.23	Min 10
HB163	**Toter** HTL21: Dome-Top Lid with Push-in Hinged Door, fits 21 gal Slimline Half-Round Container (HRC21)	$38.50	Min 10
HB164	**Toter** HRC21: Slimline Half-Round Container, 21 gal, Manual Unloading	$52.85	Min 10
HB165	**Toter** CHLC21: Slimline Lockable Half-Round Container with Document Slot, 21 gal, Manual Unloading	$94.50	Min 10
HB166	**Toter** REC21: Slimline Rectangular Container, 23 gal, Manual Unloading	$48.28	Min 10
HB167	**Toter** RLC21: Slimline Lockable Rectangular Container with Document Slot, 23 gal, Manual Unloading	$94.50	Min 10
HB168	**Toter** SSC25: Slimline Square Container, 25 gal, Manual Unloading	$50.86	Min 10
HB169	**Toter** SSC50: Slimline Square Container, 50 gal, Manual Unloading	$64.39	Min 10

HB170	**Toter** SHL50: Slimline Square Container w/ permanently attached Hinged Dome-Top Lid, two push-in Doors, 50 gal, Manual Unloading / Wgt Base included	$129.50	Min 10
HB171	**Toter** 840K: Dome-Top Litter Container - 45 gallon	$227.50	Min 10
HB172	**Toter** 860A: Dome-Top Litter Container - 60 gallon w Gravity Latch	$308.00	Min 10
HB173	**Toter** 860B: Dome-Top Litter Container - 60 gallon w bag holder straps	$308.00	Min 10
HB174	**Toter** TB095-10000: Toter Box Assembly - Includes Box, Frame, Casters & Hitch Connector	$384.99	Min 1
HB175	**Toter** TB095-11000: Toter Box with Frame	$342.99	Min 1
HB176	**Toter** TB095-12000: Toter Box	$262.49	Min 1
AJ500	**Toter** EVR II 79221: 21 gallon capacity residential roll-out cart: universal dumping design, rotational molded, rotating steel stop bar, 10" wheels	$36.02	TL of 950
EJ387	**Toter** 3065-HL-9H18: HighLift residential rear or side lift applications lifter: hydraulic rotary actuator lifter, 21" x 15" x 36"	$2,901.25	Min 1
KA200	**Toter** 99721, 96721: Lid for Model 79321 Cart	$18.99	Min 1
KA201	**Toter** 99724, 96724: Lid for Model 79224, 79324 Carts	$18.99	Min 1
KA202	**Toter** 99732, 96732: Lid for Model 79232, 76532, 57532 Carts	$18.99	Min 1
KA203	**Toter** 99735, 96735: Lid for Model 79325, 76535, 57535 Carts	$18.99	Min 1
KA204	**Toter** 99748: Lid for Model 79248 Cart	$18.99	Min 1
KA205	**Toter** B99764, B96764: Lid for Model 79264 Cart	$18.99	Min 1
KA206	**Toter** 96764: Lid for Model 76564, 57564 Carts	$18.99	Min 1
KA207	**Toter** B99796, B96796: Lid for Model 79296 Cart	$14.80	Min 1
KA208	**Toter** 99796, 96796: Lid for Model 76596, 57596 Carts	$14.80	Min 1
GA056	**Toter** Insert VRI10: When installed into a 24 gallon cart (EVR 79224, 79321 and 79324) this 10 gallon insert changes capacity of the 24 gallon cart to a 10 gallon cart	$18.25	TL of 3120
GA057	**Toter** Insert VRI20: When installed into a 32 gallon cart (Models EVR 76532 and 52532), this 20 gallon insert changes capacity of the 32 gallon cart to a 20 gallon cart	$20.22	TL of 1333

City of Galveston

STAFF REPORT

October 13, 2020

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

From: Brandon Cook, Assistant City Manager

RE: Consider approving the annual testing and repair of water meters by Tipler Meter Testing/Accurate Meter Testing for a cost not to exceed $40,000.

Background:

The City re-implemented its meter testing program as a key component of the non-revenue water program in 2017 and found a significant portion of its randomly sampled meters were operating below 98.5% accuracy, which is an industry accepted threshold. In 2019, the City contracted with Xylem Inc to utilize its Hidden Revenue Locator (HRL) Software to analyze its entire meter population (i.e. 25,028 meters) for customer meter inaccuracies, in lieu of a random sample approach.

The analysis utilized both meter metadata and historical meter consumption data and flagged a total of 1,019 issues over three indicator categories: under-registration, meter read errors (consecutive zeros, negative reads, and implausible reads), and meter right-sizing. Included with each identified meter was a quantified projected revenue loss associated to allow the staff to prioritize meters for investigation, testing, and/or replacement by the worst performing meters first in order to gain the highest revenue savings.

Currently:

The City followed a multi-step review process in selecting meters for testing this year, instead of a random sample. First, the meters with the highest revenue and volume loss projections were selected and prioritized. Second, Billing conducted a desktop review of the meters to check for any known issues. For the consecutive zeros issue type, several meters were removed from the list due to expected vacancies and/or inactive service. Third, Metering Services verified in the field that the meters were capable of actually being tested without significant issues arising from a disruption of service.

Below is a list of meters reviewed as part of the selection process:

Number of Issues Identified as of 6/26/20	Issue Type
62	Under-Registration
594	Meter Read Errors: Consecutive Zeros
2	Meter Read Errors: Negative Reads
1	Meter Read Errors: Implausible Reads
659	**Total**

Finally, the profiles of critical, high-revenue generating customer meters were also reviewed for testing by staff, leading to a total of **150** meters that are currently recommended for testing this year.

Issues:

1. Cost Summary – Not to exceed $40,000.
2. Timing – the implementation of testing phase 3 to begin upon City Council approval.
3. Impact or ramifications – Untested meters would continue to result water loss and loss in revenues. Testing a significant sample size of meters will allow the city to further refine its water audit input for apparent water losses and track reductions in these losses over time.

Recommendation:

Approve the recommendation for Tipler Meter Testing/Accurate Meter Testing to perform additional testing and repairs, if necessary, on water meters to help mitigate unrecorded water loss.

Fiscal Impact Report:

Requested by:	Brandon Cook Assistant City Manager
Funding Source:	Combined Utility Fund
Cost:	Not to exceed $40,000

City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities and Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

Date: **October 6, 2020**

To: **Honorable Mayor and City Council**
Brian Maxwell, City Manager

From: **Trino Pedraza, Director of Municipal Utilities and Construction**

RE: **Consider for approval, the financing of the annual maintenance contract on the chemical disinfection analyzer systems for various Supply Division pump station and elevated water storage tanks from the sole source provider CFI Services. The annual cost of the contract is $59,612.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

I. Background

- The Water Supply Division is responsible for supplying and distributing potable water to the City of Galveston under pressure.
- The City's water supply system has JCS liquid ammonia sulfate – chlorine – chloramine analyzers at the 30th Street Pump Station, 59th Street Pump Station, Airport Pump Station, Jamaica Beach Elevated Storage Tank and the Isla Del Sol Elevated Storage Tank facilities within the City of Galveston.
- The City has an annual maintenance contract with CFI Service Inc. that would cover all call-out repairs to equipment, parts, and preventive maintenance for the JCS analyzer systems
- In previous years, the contract was used by the Supply Division for emergency repairs and equipment maintenance to the various analyzer system equipment.

II. Current Situation

- In the event a maintenance contract is not in place, the City would not have the required monthly maintenance and would be forced to pay for individual repairs from CFI Services, as they are the sole maintenance provider for liquid ammonia sulfate, chlorine and chloramine analyzer system equipment.
- CFI Services Inc. has submitted a proposal for the annual maintenance contract for the JCS analyzer equipment at a cost of $59,612.00.

III. Issues

- Cost: The cost for the annual maintenance contract is $59,612.00
- Timing: As soon as possible.

City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities and Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

IV. Recommendation

Recommend for City Council to approve the financing of the annual maintenance contract for the liquid ammonia sulfate, chlorine and chloramine disinfection analyzer systems for 30th Street Pump Station, 59th Street Pump Station, Airport Pump Station, Jamaica Beach Elevated Storage Tank and Isla Del Sol Elevated Storage Tank from Sole Source Provider CFI Services at an annual cost of $59,612.00.

VI. Fiscal Impact Report

Requested by:	Dennis Stark, Supply Division Supervisor Trino Pedraza, Director of Municipal Utilities & Construction
Funding Source:	Water/Sewer Operating Budget
Costs of implementation:	$59,612.00

Respectfully Submitted,

Trino Pedraza
Director of Municipal Utilities and Construction

Forwarded for Approval,

CFI Services, Inc.

04/16/2020

City of Galveston Public Works
823 25th ST.
Galveston, TX 77550

Attention: Dennis Stark

Subject: **Chemical Disinfection Systems, Fiscal Year 2021**
30th Street Pump Station
59th Street Pump Station
Airport Pump Station
Jamaica Beach Elevated
Isla Del Sol Elevated

Dear Mr. Stark,

Per our conversation regarding the Chlorine, LAS and Chlorine/ Chloramine analyzers, please accept the following costs to perform preventive maintenance on this equipment.

Annual Preventive Service

- Replace wear items such as o-rings, gaskets, seats and orifices as supplied in the PM Kits.
- Replace flex connectors
- Clean and inspect components and replace if necessary.
- Replace tubing and connector inserts where required.
- Supply and replenish all required reagents
- Upgrade software to the most current version.
- Test and Calibrate
- Provide training to operations and maintenance personnel.

Equipment to be maintained 30th Street WP

2-JCS Mod 4200 Automatic Gas Feeders
4-JCS Mod 420-T Ton mounted vacuum regulators
2-JCS 500ppd CL2 injectors
5-JCS Mod 4500 CL2 gas leak detectors
2-Force Flow Solo 1000 CL2 ton cylinder scales
3-JCS Mod 4100 liquid vacuum feeders
3-JCS 484X injectors
4-JCS Mod 4600-I Ultrasonic level indicators
1-Finnish Thompson LAS transfer pump
1-Hach CL-17 Total Chlorine analyzers
2-SWAN Ami/Codes Water Analyzers
2-Starite JNS Sample booster pumps

5055 FM 2920
Spring, Texas 77388
281-353-0663

CFI Services, Inc.

Equipment to be maintained 59th Street Pump Station

3-JCS Mod 4200 Automatic Gas Feeders
6-JCS Mod 4100 Liquid Vacuum Feeders
4-JCS Mod 420-T Ton mounted vacuum regulators
3-JCS 500ppd CL2 injectors
4-JCS Mod 4500 CL2 gas leak detectors
2-JCS Mod 4700-D dual cylinder Scales
6-JCS 484X injectors
8-SWAN Ami/Codes Water Analyzers

Equipment to be maintained Airport Pump Station

1-JCS Mod 4100 liquid vacuum feeder
1-JCS Mod 420-T ton cylinder mounted vacuum regulators
1-JCS 200ppd CL2 injectors
1-JCS Mod 484 injector
1-Hydro Remote Meter, 300 Series

Equipment to be maintained Jamaica Beach Elevated

2-JCS Mod 4200 Automatic Gas Feeders
4-JCS Mod 420-C cylinder mounted vacuum regulators
2-JCS 200ppd CL2 injectors
2-JCS Mod 4500 CL2 gas leak detectors
2-JCS Mod 4700-2 dual cylinder scales
1-Hach CL-17 Total Chlorine analyzers

Equipment to be maintained Isla Del Sol Elevated

2-JCS Mod 4200 Automatic Gas Feeders
4-JCS Mod 420-C cylinder mounted vacuum regulators
2-JCS 200ppd CL2 injectors
2-JCS Mod 4500 CL2 gas leak detectors
2-JCS Mod 4700-2 dual cylinder scales
1-Hach CL-17 Total Chlorine analyzers

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281-353-0663

CFI Services, Inc.

Materials to Be Provided 30th Street WP

- 2-LF 4200 PM Kits
- 4-LF 420-T PM Kits
- 2-LF 420 EJ 500 Pm Kits
- 1-Lot CL2 Span Gas (5) Sensors
- 3-LF 4100-V PM Kits
- 3-LF 484 X PM Kits
- 1-Lot NH3 Span Gas (2) Sensors
- 1-Lot Flexible tubing, connectors and miscellaneous fittings
- 1-12 Month supply standards, reagents and solutions for SWAN Analyzers CC (1) total
- 1-12Month supply standards, reagents and solutions for SWAN Analyzers AMI (1) total
- 1-12Month supply standards, reagents and solutions for CL-17
- 1-Lot service documentation for RPM (if requested)
- 1-Lot per visit service reports and itemized billing

Materials to Be Provided 59th Street Pump Station

- 3-LF 4200 PM Kits
- 6-LF 4100 PM KITS
- 4-LF 420-T PM Kits
- 3-LF 420 EJ 500 Pm Kits
- 1-Lot CL2 Span Gas (5) Sensors
- 6-LF 484 X PM Kits
- 1-Lot Flexible tubing, connectors and miscellaneous fittings
- 1-12 Month supply standards, reagents and solutions for SWAN Analyzers CC (4) total
- 1-12Month supply standards, reagents and solutions for SWAN Analyzers AMI (4) total
- 1-Lot service documentation for RPM (if requested)
- 1-Lot per visit service reports and itemized billing

Materials to Be Provided Airport Pump Station

- 1-LF 4100 PM Kits
- 1-LF 420-T PM Kits
- 1-LF 484 PM Kit
- 1-KTH100RMP PM Kit
- 1-APQ4389 PM Kit
- 1-Lot Flexible tubing, connectors and miscellaneous fittings
- 1-Lot service documentation for RPM (if requested)
- 1-Lot per visit service reports and itemized billing

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Spring, Texas 77388
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CFI Services, Inc.

Materials to Be Provided Jamaica Beach Elevated

- 2-LF 4200 PM Kits
- 4-LF 420-C PM Kits
- 2-LF 420 EJ 200 Pm Kits
- 1-Lot CL2 Span Gas (5) Sensors
- 1-Lot Flexible tubing, connectors and miscellaneous fittings
- 1-12Month supply standards, reagents and solutions for CL-17 (1) total
- 1-Lot service documentation for RPM (if requested)
- 1-Lot per visit service reports and itemized billing

Materials to Be Provided Isla Del Sol Elevated

- 2-LF 4200 PM Kits
- 4-LF 420-C PM Kits
- 2-LF 420 EJ 200 Pm Kits
- 1-Lot CL2 Span Gas (5) Sensors
- 1-Lot Flexible tubing, connectors and miscellaneous fittings
- 1-12Month supply standards, reagents and solutions for CL-17 (1) total
- 1-Lot service documentation for RPM (if requested)
- 1-Lot per visit service reports and itemized billing

5055 FM 2920
Spring, Texas 77388
281-353-0663

CFI Services, Inc.

PROPOSED BILLING AND SERVICE SCHEDULE

Month 1 Service and replenish chemicals for analyzer equipment
Perform 1st quarter PM service on chemical feed equipment

Cost.... $1,799.00 30th Street
$2,945.00 59TH Street
$ 631.00 Airport
$1,059.00 Jamaica Beach
$1,059.00 Isla Del Sol
Month 1 Total: $7,493.00

Month 2 Service and replenish chemicals for analyzer equipment
Inspect chemical feed equipment

Cost.... $1,133.00 30th Street
$1,615.00 59TH Street
$ 285.00 Jamaica Beach
$ 285.00 Isla Del Sol
Month 2 Total: $3,318.00

Month 3 Service and replenish chemicals for analyzer equipment
Inspect chemical feed equipment

Cost.... $1,133.00 30th Street
$1,615.00 59TH Street
$ 285.00 Jamaica Beach
$ 285.00 Isla Del Sol
Month 3 Total: $3,318.00

Month 4 Service and replenish chemicals for analyzer equipment
Perform 2nd quarter PM service on chemical feed equipment

Cost.... $1,799.00 30th Street
$2,945.00 59TH Street
$ 631.00 Airport
$1,059.00 Jamaica Beach
$1,059.00 Isla Del Sol
Month 4 Total: $7,493.00

Month 5 Service and replenish chemicals for analyzer equipment
Inspect chemical feed equipment

Cost.... $1,133.00 30th Street
$1,615.00 59TH Street
$ 285.00 Jamaica Beach
$ 285.00 Isla Del Sol
Month 5 Total: $3,318.00

5055 FM 2920
Spring, Texas 77388
281-353-0663

CFI Services, Inc.

Month 6 Service and replenish chemicals for analyzer equipment
Inspect chemical feed equipment

Cost.... $1,133.00 30th Street
$1,615.00 59TH Street
$ 285.00 Jamaica Beach
$ 285.00 Isla Del Sol
Month 6 Total: $3,318.00

Month 7 Service and replenish chemicals for analyzer equipment
Perform 3rd quarter PM service on chemical feed equipment

Cost.... $1,799.00 30th Street
$2,945.00 59TH Street
$ 631.00 Airport
$1,059.00 Jamaica Beach
$1,059.00 Isla Del Sol
Month 7 Total: $7,493.00

Month 8 Service and replenish chemicals for analyzer equipment
Inspect chemical feed equipment

Cost.... $1,133.00 30th Street
$1,615.00 59TH Street
$ 285.00 Jamaica Beach
$ 285.00 Isla Del Sol
Month 8 Total: $3,318.00

Month 9 Service and replenish chemicals for analyzer equipment
Inspect chemical feed equipment

Cost.... $1,133.00 30th Street
$1,615.00 59TH Street
$ 285.00 Jamaica Beach
$ 285.00 Isla Del Sol
Month 9 Total: $3,318.00

Month 10 Service and replenish chemicals for analyzer equipment
Perform Annual PM Service on chemical feed equipment

Cost.... $2,731.00 30th Street
$3,861.00 59TH Street
$1,047.00 Airpot
$1,475.00 Jamaica Beach
$1,475.00 Isla Del Sol
Month 10 Total: $10,589.00

Month 11 Service and replenish chemicals for analyzer equipment
Inspect chemical feed equipment

Cost.... $ 1,133.00 30th Street
$1,615.00 59TH Street
$ 285.00 Jamaica Beach
$ 285.00 Isla Del Sol
Month 11 Total: $3,318.00

5055 FM 2920
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281-353-0663

CFI Services, Inc.

Month 12 Service and replenish chemicals for analyzer equipment
Inspect chemical feed equipment

Cost.... $ 1133.00 30th Street
$1,615.00 59TH Street
$ 285.00 Jamaica Beach
$ 285.00 Isla Del Sol
Month 12 Total: $3,318.00

Other items included.

All additional maintenance related materials and labor above and beyond scheduled service visits for upkeep of mentioned instruments

Any costs for loaner equipment required to keep system operational.

Items not included.

- Any electrical component damaged by power surge, weather related or operational misuse. These items will be replaced at cost without labor charge.

- Any mechanical component damaged by fatigue, weather related or operational misuse. These items will be replaced at cost without labor charge.

5055 FM 2920
Spring, Texas 77388
281-353-0663

CFI Services, Inc.

09/01/2019

City of Galveston Public Works
Attention: Dennis Stark
Subject: 30th Street Pump Station
Jamaica Beach Elevated
Isla Del Sol Elevated
Chemical Disinfection Systems (Continued)

Special Notes

Contract period is for (1) year and may be renewed by agreement of both parties.

Either party may terminate the contract by giving (30) days notice, for either cause or convenience.

Costs quoted are firm throughout the contract. If alterations are made to the equipment list, the contracted price can be altered if mutually agreed.

Acceptance

CFI Services, Inc. By: _____ Date: _____

Acceptance

City of Galveston. By: _____ Date: _____

5055 FM 2920
Spring, Texas 77388
281-353-0663

CITY OF GALVESTON
Sole Source Justification

Vendor: CFI SERVICES INC Vendor #_____ Requisition #:_____

Product/Service:_____

Estimated expenditure for the above commodity or service: $59,612.00

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

CFI SERVICES IS THE SOLE SOURCE PROVIDER FOR MAINTENANCE OF HACH APA 6000 AMMONIA MONOCHLORINE EQUIPMENT.

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

CFI SERVICES IS THE SOLE SOURCE PROVIDER FOR MAINTENANCE OF HACH APA 6000 AMMONIA MONOCHLORINE EQUIPMENT.

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☒ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)

2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)

3. ☒ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ☐ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☐ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Trino Pedroza
Department Director (Print Name)

Department Director (Signature

Municipal Utilities
Department

10-6-20
Date

(FOR PURCHASING DEPARTMENT USE ONLY)

_____APPROVED _____NOT APPROVED

REASON, IF NOT APPROVED: _____

_____

_____

BY: _____ DATE: _____

JCS Industries Inc.

PO Box 90028
Houston, TX 77290-0028
Phone: 281-353-2100
Fax: 281-353-0657
www.jcsindustries.us.com

10/06/2020

City of Galveston Public Works
Attention: Dennis Stark
Subject: 30th Street Pump Station, Jamaica Beach ET, Isla Del Sol ET, 59th St Pump Station
Chemical Disinfection System

Dear Mr. Stark,

Please accept this letter as official verification that CFI Services Inc. is the sole source for service and maintenance related issues pertaining to the JCS equipment installed and operational for the above referenced facilities.

Should you require any additional information, please feel free to contact me at 281-543-8179.

Warmest regards,

Ryan D. Holak

City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities and Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

Date: October 13, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Trino Pedraza, Director of Municipal Utilities and Construction

RE: Consider for approval additional funding for professional legal services from the law firm of Lloyd Gosselink in the amount of $47,500.00 related to water and sewer legal issues. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. In February of 2010, City Council approved a contract with Lloyd Gosselink in the amount of $200,000.00 for legal services and necessary consultant fees for water quality matters including the pretreatment audit.
B. In June of 2011, City Council approved additional funding ($40,000.00) to provide the City additional legal representation to involving the pretreatment program due to mandatory TCEQ changes.
C. In April of 2013, City Council approved additional funding ($75.000.00) for legal services related to water and wastewater issues, with direction to pursue the petition for an exception from state rule regarding minimum water capacity.
D. In June 25 of 2015, City Council approved additional funding ($21,000.00) for legal services related to water and wastewater related issues.
E. In March of 2016, City Council approved additional funding ($25,000.00) for legal services related to water and wastewater related issues.
F. In January of 2017, City Council approved additional funding ($30,000.00) for legal services related to water and wastewater related issues.
G. In March of 2018, City Council approved additional funding ($30,000.00) for legal services related to water and wastewater related issues.
H. In May of 2019 City Council approved additional funding ($30,000.00) for legal services related to water and wastewater related issues.

II. Current Situation

A. Legal services are needed related to water and wastewater quality, permitting and regulatory matters. Funds have been allocated in the 2020 - 2021 Budget in the Water and Sanitary Sewer funds to address possible legal issues pertaining to water and wastewater related concerns.

Trino Pedraza, Director of Municipal Utilities and Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

B. Included in this year's budget is an additional $17,500 needed to file and complete the expansion the City of Galveston's current certificate of convenience and necessity (CCN). Our current CCN is incomplete and only protects our City

III. Issues:

A. Cost – $47,500.00

IV. Alternatives in order of priority

A. Approval the request for legal services.
B. Do not approve the request for legal services.

V. Recommendation

Approve the request for increase in the amount of $47,500.00

VI. Fiscal Impact Report

Requested by:	Trino Pedraza Director of Municipal Utilities and Construction
Funding Source:	Water/Sewer Operating Budget
Cost of Implementation	$47,500.00

Respectfully Submitted,

Trino Pedraza
Director of Municipal Utilities and Construction

Trino Pedraza

From: David Klein <dklein@lglawfirm.com>
Sent: Tuesday, September 29, 2020 2:19 PM
To: Trino Pedraza
Cc: Nathan Vassar; Christina Thompson
Subject: [EXTERNAL] Proposed Budget for CCN work

Trino,

Great talking with you today about the City's goal of (1) extending the boundaries of its water and sewer CCNs westward down the island to the county line, save and except for the area already served by the City of Jamaica Beach, and (2) cleaning-up Galveston's water and sewer CCN boundaries to include the homes on the southern side of Seaside Lane and E. Seaside Lane).

As we discussed, to reach that goal, the City will need to file an application at the Public Utility Commission to amend its water and sewer CCNs to include such areas. To that end, a CCN amendment application will entail (1) our legal fees to prepare, file, and prosecute that application, (2) the costs to mail and publish notice of the CCN application (publication is once a week for two consecutive weeks), and (3) the costs to prepare the PUC-required maps, in both hard copy and electronic forms.

Given the information that we know at this point, we do not anticipate that the CCN application would be protested by a third party or the PUC. Accordingly, if that is the case, then we estimate that our legal expenses for this project will not be less than $10,000, but they should not be more than $15,000.

While we are not anticipating the need to do this, our cost estimate does not include preparing an agreement with Jamaica Beach. Similarly, if Galveston's CCN amendment application is protested, then the costs would likely be significantly more; and, we cannot estimate those costs until we know how many folks are protesting the application and what issues are in dispute. In any event, if the application is protested, then the City could always try to resolve the dispute with the third party or withdraw the application in part or in whole, with no penalty to the PUC.

We are not familiar with the publishing costs, but for the purposes of the budget, perhaps we should estimate $2,500? Last, given that the City has in-house staff who can prepare the necessary maps, there should be no additional costs to the City, which is great!

Thus, the bottom line here is that the total costs to the City to undertake this process at the PUC should be between $12,500 and $17,500.

Do not hesitate to reach out to us if you have any additional questions. We are happy to help! My cell phone is 512-659-9292, and Nathan's phone number is 512-322-5825. We will sending you the engagement letter shortly.

Thanks,
David

DAVID J. KLEIN
Principal
512-322-5818 Direct
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Suite 1900, Austin, TX 78701
www.lglawfirm.com | 512-322-5800
NEW!!! Podcast - Listen In With Lloyd Gosselink
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****ATTENTION TO PUBLIC OFFICIALS AND OFFICIALS WITH OTHER INSTITUTIONS SUBJECT TO THE OPEN MEETINGS ACT ****

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City of Galveston

DEPARTMENT OF PUBLIC WORKS

publicworks@galvestontx.gov| Office Number: (409) 797-3630 | www.galvestontx.gov

October 9, 2020

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

From: Trino Pedraza, Director of Municipal Utilities

Re: **Consider for Approval: Payment to the Texas Commission on Environment Quality for Annual Operating Permit Fees for the Water and Wastewater Divisions for the fiscal year. The estimated cost is $181,387.84.**

I. Background

A. The City is required to obtain Texas Pollutant Discharge Elimination System permits and pay the associated fees each year with the Texas Commission on Environmental Quality for the sewer division operating plants.

B. In addition to the TPDES permits, the City is required to pay a sludge fee permit.

C. The City is also required to pay a Consolidated Water Quality Fee.

D. These fees will be paid throughout Fiscal Year 2020-2021.

II. Current Situation:

A. The permits required are listed below along with last fiscal years cost:

CWQ0056709	Airport Plant	$31,876.78
CWQ0056711	Seawolf Park	$ 620.00
CWQ0056710	Terramar	$ 5,569.57
CWQ0057080	MUD 1	$ 3,301.01
CWQ0056708	Main	$58,892.40
WMS0043848	Sludge Permit	$ 500.00

Water Quality Permits for Sewer Plants:

SC00251893	Airport Plant	$ 2,944.62
WQ0011477001	Pirates Beach Plant	$ 1,650.00

Water System Fee:

0840003 Water Permit $76,432.65

B. The cost for the permits and fees are estimated as they may increase as per the Texas Commission on Environmental Quality.

III. Issues:

Failure to obtain such permits may result in fines of up to $10,000.00 each day.

IV. Alternatives:

A. Approve payment.

B. Do not approve payment.

V. Recommendation:

Staff recommends approval of payment.

VI. Fiscal Impact

Requested by:	Trino Pedraza Director of Municipal Utilities
Funding Source:	Water & Sewer Certification & Permit Fees Account
Estimated Costs:	$181,787.03

Respectfully Submitted,

Trino Pedraza
Director of Municipal Utilities

City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities & Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

Date: October 8, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Trino Pedraza, Director of Municipal Utilities and Construction

RE: City Council to consider for approval, the disposal of sanitary sewer solid waste from the City of Galveston's Wastewater Treatment facilities and Sewer Collection system to the Republic Services Galveston County Landfill at an estimated cost not to exceed $190,000.00. Authorizing the City Manager to execute all necessary document upon final approval by the City Attorney.

I. Background

A. The final destination of all city waste is the BFI Galveston County Landfill, located at 3935 Avenue A in Santa Fe, Texas. This landfill disposal site is the closest disposal site to the City of Galveston.
B. During the wastewater treatment process, sanitary sewer solid waste (biological sludge and grit) is generated. The sanitary sewer solid material generated at each of the City's wastewater treatment plants is processed at the Main Wastewater Treatment Plant.
C. In addition, the process of cleaning the City's Sewer Collection system, grit, sand and sludge is removed from the City's underground sanitary sewer lines.
D. As an end result this sanitary sewer solid wastewater material must be disposed in a proper and sanitary manner.
E. Historically, the transportation of the sludge waste to the landfill was awarded to a sludge hauler. Currently the Wastewater Treatment Plant is providing this service.

II. Current Situation

A. The BFI Galveston County Landfill is the closest landfill site to dispose of solid sanitary sewer waste (grit, sludge, etc.). The Wastewater Treatment and Sewer Collection divisions disposes their solid sanitary sewer waste at this site.
B. City Council approval is needed for the City to dispose of sludge at the BFI Galveston County Landfill.

Trino Pedraza, Director of Municipal Utilities & Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

III. Issues

A. Cost
B Removal of Sludge Wastewater Materials

IV. Recommendation

City Council to approve the disposal of sanitary sewer solid waste from the City of Galveston's Wastewater Treatment facilities and Sewer Collection system to the Republic Services Galveston County Landfill at an estimated cost not to exceed $190,000.00.

VI. Fiscal Impact Report

Requested by:	Cynthia Diaz, WWTP Division Superintendent Trino Pedraza, Director of Municipal Utilities and Construction
Funding Source:	Wastewater Treatment Division Sludge Removal Account
Implementation Costs:	Estimated cost not to exceed $190,000.00.

Respectfully Submitted,

Trino Pedraza
Director of Municipal Utilities & Construction

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

October 9, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of a proposal from Alpha Testing in the amount of $32,929.00 to perform Construction Material Testing for the 35th Street from Post Office to Broadway project. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The City accepted a proposal from Dannenbaum Engineering Corporation December 14, 2017 to rebuild 35th Street from Broadway to Post Office including new street surface, utility upgrades, and drainage upgrades.
B. The 35th Street Improvement project was advertised as RFP #20-14.
C. Eight (8) responsive proposals were received on May 13, 2020.
D. RAC Industries, LLC provided the highest scoring proposal with a proposed cost of $2,679,468.00 which was within the project anticipated costs. Negotiations and value engineering between the City and RAC Industries, LLC confirmed the proposed base cost as reasonable. The resultant best and final offer is $3,039,528.80, including a 10% contingency, which is less than the anticipated cost of construction for this project.
E. RAC Industries, LLC was awarded the contract on September 17, 2020 in the amount of $3,039,528.80.
F. To ensure construction is performed consistent with the engineering specifications, construction material testing by an independent engineering firm is required.

II. Current Situation

A. The City requested a proposal from Alpha Testing who was prequalified by City Council in September 2018 to perform geotechnical engineering services.
B. Alpha Testing provided a proposal for $32,929.00.
C. Alpha Testing is available to perform at the City's request.

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. Approve the proposal from Alpha Testing in the amount of $32,929.00 to perform Construction Material Testing for the 35th Street Improvement project.
B. Do not approve the proposal.

V. Recommendation

A. Approve the proposal from Alpha Testing in the amount of $32,929.00 to perform Construction Material Testing for the 35th Street Improvement project.

VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	GO and CO Bonds
Total Cost of Implementation	$ 32,929.00

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

MATERIALS TESTING SERVICES AGREEMENT

35th Street Roadway, Storm Sewer and Utility Improvements

This Materials Testing Services Agreement ("Agreement") is hereby entered into and effective on _____ between the City of Galveston, Texas, (the "City" or "Client") and Alpha Testing, Inc. ("Alpha Testing" or "Consultant"), for the rendition of materials testing services described herein for the following project. References to the City/Client and Alpha Testing/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 - 35th Street Roadway, Storm Sewer and Utility Improvements
   - RFQ # **18-04** (Alpha Testing Prequalified by City Council in September 2018 for 3 years)
   - **Exhibit A** = Consultant Cost Estimate; Project Information; Scope of Services; Estimated Testing Schedule

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 (440) 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 Alpha Testing 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 Alpha Testing by the City and its agencies. The City and its agencies will cooperate with Alpha Testing 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 **Thirty Two Thousand, Nine Hundred and Twenty Nine, ($32,929.00) Dollars.** Invoices are submitted by Alpha Testing each month (not necessarily falling on the first or last day of the month). City shall notify "Alpha Testing 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 Alpha Testing 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 Alpha Testing 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. The City will notify the Contractor of this obligation prior to start of project.

10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, Alpha Testing 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 Alpha Testing or those acting under Alpha Testing's supervision or control. Alpha Testing 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. **Alpha Testing 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, Alpha Testing shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Alpha Testing 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 Alpha Testing 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 Alpha Testing under this Agreement shall, at the option of the City, become property of the City and Alpha Testing shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Alpha Testing shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Alpha Testing, and the City may

withhold any payments to Alpha Testing for the purpose of set-off until such time as the exact amount of damages due the City from Alpha Testing 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 Alpha Testing. If the Agreement is terminated by the City as provided herein, Alpha Testing 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 Alpha Testing, 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: Alpha Testing shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance Alpha Testing authorized to do business in the State of Texas, using an insurance Company with an A.M. Best rating of a B+ or better.

17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

    a. **Commercial general liability insurance**:

        $2,000,000 general liability (includes products and personal, etc.)
        $1,000,000 fire damage
        $1,000,000 automobile damage
        $500,000 workers compensation employers' liability
        Statutory limits for workers compensation

    Insurance coverage shall be on an "**occurrence basis**"

    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: Alpha Testing 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: Alpha Testing, 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 Alpha Testing's prior written consent shall be at the re-user's sole risk and without liability to Alpha Testing.

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 Alpha Testing under this Agreement are confidential and Alpha Testing 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 Alpha Testing.

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	Alpha Testing Joseph Culley II, SET CMT Department Manager 6513 West Little York Road Houston, Texas 77040

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS	**ALPHA TESTING, INC.**
BY: _____	BY: _____
NAME: Daniel J. Buckley	NAME: Joseph Culley
TITLE: Deputy City Manager	TITLE: Regional Manager
DATE: _____	DATE: 09/17/2020

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 09/17/2020, 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 "Alpha Testing, Inc. as the Regional Manager (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 17th day of, September, 2020.

BRITTANY L. LUCK
Notary Public, State of Texas
Comm. Expires 11-28-2021
Notary ID 129402216

_____
Notary Public In and For
The State of Texas

CMT COST ESTIMATE

35th Street Roadway, Storm Sewer, and Utility Improvements (Attachment A)

Galveston, Texas

Cost Estimate No: 78870

ALPHA TESTING

WHERE IT ALL BEGINS

Environmental *Geotechnical* *Construction Materials*

ALPHA TESTING
WHERE IT ALL BEGINS

Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

6513 West Little York Road
Houston, Texas 77040

Tel: 713.360.0460
Fax:713.360.0481
www.alphatesting.com

09/16/20

CITY OF GALVESTON
823 Rosenberg
Galveston, Tx 77551

Attention: Jerry Baxter
rbaxter@galvestontx.gov

Construction Materials Testing
Services and Fees
35TH STREET ROADWAY, STORM SEWER, AND UTILITY IMPROVEMENTS (ATTACHMENT A)
Galveston, Texas
Cost Estimate No: 78870-18-42H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,

ALPHA TESTING, INC.

Joseph Culley II, S.E.T.
CMT Department Manager

Heath Helgeson
Senior CMT Estimator

JC/HH
Attachments: Acceptance Sheet
General Terms and Conditions

HISTORY

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

1. Dallas Office – Corporate
2209 Wisconsin St., Suite 100, Dallas, Texas 75229
(V) 972-620-8911 (F) 972-620-1302
Brian Powell, PE, President: bpowell@alphatesting.com
Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office
5058 Brush Creek Rd. Fort Worth, TX 76119
(V) 817-496-5600 (F) 817-496-5608
Tim Begole, CET, CMT Manager: tbegole@alphatesting.com
Brian Hoyt, PE, Geotechnical Manager: bhoyt@alphatesting.com

3. San Antonio Office
12766 O'Connor Rd. San Antonio, TX 78233
(V) 210-249-2100 (F) 210-249-2101
Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

4. Houston Office
6513 W. Little York Road, Houston, TX 77040
(V) 713-360-0460 (F) 713-360-0481
Roy Saravanathiiban: rSaravanathiiban@alphatesting.com
Joseph Culley, SET, Regional Manager: jculley@alphatesting.com

Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.

PROJECT INFORMATION

It is our understanding that new asphalt pavement is to be constructed in Galveston, Texas. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 3/23/2020.**

During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.

SITE PREPARATION, FILLING, BACKFILLING

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 138 hours to perform approximately 116 field density tests. In addition, the technician could obtain approximately 5 soil samples for laboratory proctor analysis.

UTILITIES

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 1,612 linear feet of storm drains would be excavated and installed. In addition, about 1,831 linear feet of waterlines would be placed. We have estimated that our engineering technician could be required on-site for approximately 156 hours to perform approximately 392 field density tests. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

MECHANICAL LIME STABILIZATION

Based on the information provided, that approximately 174,528 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 28 hours to perform approximately 35 density tests and field gradations. In addition, the technician could obtain approximately 5 soil sample for laboratory proctor analysis.

HOT MIX ASPHALT CONCRETE TESTING

It is our understanding that testing of the hot mix asphalt concrete materials and installation observation is required. Approximately 2,167 tons asphalt concrete pavement will be placed. We have estimated that our engineering technician could be required on-site for about 20 hours.

SCOPE OF SERVICES

SITE PREPARATION, FILLING, BACKFILLING

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

UTILITIES

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

HOT MIX ASPHALT CONCRETE TESTING

Paving: 1 density test for every 500 tons each type.

Thickness or Density Core: 1 core for every 500 tons.

Extraction/Gradation: 1 sample for every 500 tons.

Marshall or HVEEM Stability: 1 sample for every 500 tons.

While on site, the technician would obtain representative samples of the HMAC mixture to be tested in the laboratory.

ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	120.00	$42.00	$5,040.00
Density Testing (ot) /Hour	18.00	$63.00	$1,134.00
Proof Rolling Observation/Hour	24.00	$42.00	$1,008.00
Material Pickup/Hour	4.00	$42.00	$168.00
Nuclear Density Gauge/Trip	15.00	$60.00	$900.00
Modified Proctor/Each	4.00	$185.00	$740.00
Proctor #/Each	5.00	$185.00	$925.00
Atterberg Limit Test/Each	5.00	$65.00	$325.00
-200 Sieve/Each	5.00	$65.00	$325.00
Vehicle Trip Charge/Trip	16.00	$60.00	$960.00
Engineering Report Review/Hour	3.00	$95.00	$285.00
Subtotal			$11,810.00

II. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	136.00	$42.00	$5,712.00
Density Testing (ot) /Hour	20.00	$63.00	$1,260.00
Material Pickup/Hour	4.00	$42.00	$168.00
Nuclear Density Gauge/Trip	17.00	$60.00	$1,020.00
Compressive Strength of Stabilized Sand/Each	2.00	$200.00	$400.00
Proctor #/Each	3.00	$185.00	$555.00
Atterberg Limit Test/Each	3.00	$65.00	$195.00
-200 Sieve/Each	3.00	$65.00	$195.00
Vehicle Trip Charge/Trip	18.00	$60.00	$1,080.00
Engineering Report Review/Hour	3.00	$95.00	$285.00
Subtotal			$10,870.00

III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	28.00	$42.00	$1,176.00
Field Gradations/Hour	16.00	$42.00	$672.00
Material Pickup/Hour	4.00	$42.00	$168.00
Nuclear Density Gauge/Trip	11.00	$60.00	$660.00
Proctor #/Each	5.00	$185.00	$925.00
Atterberg Limit Test/Each	15.00	$65.00	$975.00
-200 Sieve/Each	5.00	$65.00	$325.00
Vehicle Trip Charge/Trip	12.00	$60.00	$720.00
Engineering Report Review/Hour	2.00	$95.00	$190.00
Subtotal			$5,811.00

IV. Hot Mix Asphalt Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
HMAC Monitoring/Hour	20.00	$42.00	$840.00
Nuclear Density Gauge/Trip	5.00	$60.00	$300.00
Extraction & Gradation/Each	5.00	$225.00	$1,125.00
Material Pickup/Hour	4.00	$42.00	$168.00
Specific Gravity of Aggregates/Each	5.00	$80.00	$400.00
Hveem Lab Testing/Each	5.00	$120.00	$600.00
Cores/Each	5.00	$90.00	$450.00
Core Holes Patched/Each	5.00	$20.00	$100.00
Vehicle Trip Charge/Trip	6.00	$60.00	$360.00
Engineering Report Review/Hour	1.00	$95.00	$95.00
Subtotal			$4,438.00

Grand Total: **$32,929.00**

*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.

REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of $.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of $.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of $300.00 charge or 1% of contract price plus $50.00, which ever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under $1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroscan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

October 9, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of a proposal from Alpha Testing in the amount of $59,971.00 to perform Construction Material Testing for the Teichman Road Waterline project. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The City of Galveston accepted a proposal from AWC Engineering February 2019 to design improvements to the delivery of water and the street surface along Teichman Road.
B. The project was advertised as RFP #20-09.
C. Five (5) responsive proposals were received on March 9, 2020.
D. RAC Industries, LLC provided the highest scoring proposal with a proposed a cost of $2,312,061.50 (without 10% contingency) which was within the project anticipated costs. Negotiations and value engineering between the City and RAC Industries, LLC confirmed the proposed base cost as reasonable. The City requested a best and final offer to include a 10% contingency to allow for encountering unknowns in the construction area. The resultant best and final offer was $2,551,033.65 which is less than the anticipated cost of construction for this project.
E. RAC Industries, LLC was awarded the contract on June 25, 2020 in the amount of $2,551,033.65.
F. To ensure construction is performed consistent with the engineering specifications, construction material testing by an independent engineering firm is required.

II. Current Situation

A. The City requested a proposal from Alpha Testing who was prequalified by City Council in September 2018 to perform geotechnical engineering services.
B. Alpha Testing provided a proposal for $59,971.00.
C. Alpha Testing is available to perform at the City's request.

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. Approve the proposal from Alpha Testing in the amount of $59,971.00 to perform Construction Material Testing for the Teichman Road Waterline project.
B. Do not approve the proposal.

V. Recommendation

.

A. Approve the proposal from Alpha Testing in the amount of $59,971.00 to perform Construction Material Testing for the Teichman Road Waterline project.

VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	CO Bonds
Total Cost of Implementation	$ 59,971.00

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

MATERIALS TESTING SERVICES AGREEMENT

Teichman Road Waterline

This Materials Testing Services Agreement ("Agreement") is hereby entered into and effective on _____ between the City of Galveston, Texas, (the "City" or "Client") and Alpha Testing, Inc. ("Alpha Testing" or "Consultant"), for the rendition of materials testing services described herein for the following project. References to the City/Client and Alpha Testing/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 - Teichman Road Waterline
   - RFQ # **18-04** (Alpha Testing Prequalified by City Council in September 2018 for 3 years)
   - **Exhibit A** = Consultant Cost Estimate; Project Information; Scope of Services; Estimated Testing Schedule

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 (365) 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 Alpha Testing 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 Alpha Testing by the City and its agencies. The City and its agencies will cooperate with Alpha Testing 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 **Fifty Nine Thousand, Nine Hundred and Seventy One, ($59,971.00) Dollars.** Invoices are submitted by Alpha Testing each month (not necessarily falling on the first or last day of the month). City shall notify "Alpha Testing 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 Alpha Testing 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 Alpha Testing 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. The City will notify the Contractor of this obligation prior to start of project.

10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, Alpha Testing 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 Alpha Testing or those acting under Alpha Testing's supervision or control. Alpha Testing 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. **Alpha Testing 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, Alpha Testing shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Alpha Testing 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 Alpha Testing 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 Alpha Testing under this Agreement shall, at the option of the City, become property of the City and Alpha Testing shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Alpha Testing shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Alpha Testing, and the City may

withhold any payments to Alpha Testing for the purpose of set-off until such time as the exact amount of damages due the City from Alpha Testing 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 Alpha Testing. If the Agreement is terminated by the City as provided herein, Alpha Testing 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 Alpha Testing, 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: Alpha Testing shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance Alpha Testing authorized to do business in the State of Texas, using an insurance Company with an A.M. Best rating of a B+ or better.

17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

    a. **Commercial general liability insurance**:

        $2,000,000 general liability (includes products and personal, etc.)
        $1,000,000 fire damage
        $1,000,000 automobile damage
        $500,000 workers compensation employers' liability
        Statutory limits for workers compensation

    Insurance coverage shall be on an "**occurrence basis**"

    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: Alpha Testing 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: Alpha Testing, 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 Alpha Testing's prior written consent shall be at the re-user's sole risk and without liability to Alpha Testing.

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 Alpha Testing under this Agreement are confidential and Alpha Testing 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 Alpha Testing.

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	Alpha Testing Joseph Culley II, SET CMT Department Manager 6513 West Little York Road Houston, Texas 77040

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS	**ALPHA TESTING, INC.**
BY: _____	BY: _____
NAME: Daniel J. Buckley	NAME: Joseph Culley
TITLE: Deputy City Manager	TITLE: Regional Manager
DATE: _____	DATE: 09/17/2020

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 09/17/2020, 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 "Alpha Testing, Inc. as the Regional Manager (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 17th day of, September, 2020.

BRITTANY L. LUCK
Notary Public, State of Texas
Comm. Expires 11-28-2021
Notary ID 129402216

_____
Notary Public In and For
The State of Texas

CMT COST ESTIMATE

Teichman Road Waterline (Attachment A)

Galveston, Texas

Cost Estimate No: 76545

ALPHA TESTING

WHERE IT ALL BEGINS

Environmental *Geotechnical* *Construction Materials*

ALPHA TESTING
WHERE IT ALL BEGINS

Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

6513 West Little York Road
Houston, Texas 77040

Tel: 713.360.0460
Fax:713.360.0481
www.alphatesting.com

09/16/20

CITY OF GALVESTON
823 Rosenberg
Galveston, Tx 77551

Attention: Dudley Anderson
danderson@galvestontx.gov

Construction Materials Testing
Services and Fees
TEICHMAN ROAD WATERLINE (ATTACHMENT A)
Galveston, Texas
Cost Estimate No: 76545-18-42H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,

ALPHA TESTING, INC.

Joseph Culley II, S.E.T.
CMT Department Manager

Heath Helgeson
Senior CMT Estimator

JC/HH
Attachments: Acceptance Sheet
General Terms and Conditions

HISTORY

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

1. Dallas Office – Corporate
2209 Wisconsin St., Suite 100, Dallas, Texas 75229
(V) 972-620-8911 (F) 972-620-1302
Brian Powell, PE, President: bpowell@alphatesting.com
Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office
5058 Brush Creek Rd. Fort Worth, TX 76119
(V) 817-496-5600 (F) 817-496-5608
Tim Begole, CET, CMT Manager: tbegole@alphatesting.com
Brian Hoyt, PE, Geotechnical Manager: bhoyt@alphatesting.com

3. San Antonio Office
12766 O'Connor Rd. San Antonio, TX 78233
(V) 210-249-2100 (F) 210-249-2101
Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

4. Houston Office
6513 W. Little York Road, Houston, TX 77040
(V) 713-360-0460 (F) 713-360-0481
Roy Saravanathiiban: rSaravanathiiban@alphatesting.com
Joseph Culley, SET, Regional Manager: jculley@alphatesting.com

Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.

PROJECT INFORMATION

It is our understanding that a new waterlines will be installed in Galveston, Texas. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 12/17/2019.**

During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.

SITE PREPARATION, FILLING, BACKFILLING

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 154 hours to perform approximately 175 field density tests. In addition, the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

UTILITIES

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 8,389 linear feet of waterlines would be placed. We have estimated that our engineering technician could be required on-site for approximately 446 hours to perform approximately 740 field density tests. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

MECHANICAL LIME STABILIZATION

Based on the information provided, that approximately 261,502 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 52 hours to perform approximately 53 density tests and field gradations. In addition, the technician could obtain approximately 6 soil sample for laboratory proctor analysis.

HOT MIX ASPHALT CONCRETE TESTING

It is our understanding that testing of the hot mix asphalt concrete materials and installation observation is required. Approximately 3,247 tons asphalt concrete pavement will be placed. We have estimated that our engineering technician could be required on-site for about 28 hours.

SCOPE OF SERVICES

SITE PREPARATION, FILLING, BACKFILLING

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

UTILITIES

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

HOT MIX ASPHALT CONCRETE TESTING

Paving: 1 density test for every 500 tons each type.

Thickness or Density Core: 1 core for every 500 tons.

Extraction/Gradation: 1 sample for every 500 tons.

Marshall or HVEEM Stability: 1 sample for every 500 tons.

While on site, the technician would obtain representative samples of the HMAC mixture to be tested in the laboratory.

ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	128.00	$42.00	$5,376.00
Density Testing (ot) /Hour	26.00	$63.00	$1,638.00
Proof Rolling Observation/Hour	40.00	$42.00	$1,680.00
Material Pickup/Hour	4.00	$42.00	$168.00
Nuclear Density Gauge/Trip	26.00	$60.00	$1,560.00
Modified Proctor/Each	10.00	$185.00	$1,850.00
Proctor #/Each	3.00	$185.00	$555.00
Atterberg Limit Test/Each	3.00	$65.00	$195.00
-200 Sieve/Each	3.00	$65.00	$195.00
Vehicle Trip Charge/Trip	27.00	$60.00	$1,620.00
Engineering Report Review/Hour	5.00	$95.00	$475.00
Subtotal			$15,312.00

II. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	392.00	$42.00	$16,464.00
Density Testing (ot) /Hour	54.00	$63.00	$3,402.00
Material Pickup/Hour	4.00	$42.00	$168.00
Nuclear Density Gauge/Trip	49.00	$60.00	$2,940.00
Compressive Strength of Stabilized Sand/Each	2.00	$200.00	$400.00
Proctor #/Each	3.00	$185.00	$555.00
Atterberg Limit Test/Each	3.00	$65.00	$195.00
-200 Sieve/Each	3.00	$65.00	$195.00
Vehicle Trip Charge/Trip	50.00	$60.00	$3,000.00
Engineering Report Review/Hour	8.00	$95.00	$760.00
Subtotal			$28,079.00

III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	52.00	$42.00	$2,184.00
Field Gradations/Hour	52.00	$42.00	$2,184.00
Material Pickup/Hour	4.00	$42.00	$168.00
Nuclear Density Gauge/Trip	26.00	$60.00	$1,560.00
Proctor #/Each	6.00	$185.00	$1,110.00
Atterberg Limit Test/Each	22.00	$65.00	$1,430.00
-200 Sieve/Each	6.00	$65.00	$390.00
Vehicle Trip Charge/Trip	27.00	$60.00	$1,620.00
Engineering Report Review/Hour	5.00	$95.00	$475.00
Subtotal			$11,121.00

IV. Hot Mix Asphalt Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
HMAC Monitoring/Hour	28.00	$42.00	$1,176.00
Nuclear Density Gauge/Trip	7.00	$60.00	$420.00
Extraction & Gradation/Each	7.00	$225.00	$1,575.00
Material Pickup/Hour	4.00	$42.00	$168.00
Hveem Lab Testing/Each	1.00	$120.00	$120.00
Specific Gravity of Aggregates/Each	7.00	$80.00	$560.00
Cores/Each	7.00	$90.00	$630.00
Core Holes Patched/Each	7.00	$20.00	$140.00
Vehicle Trip Charge/Trip	8.00	$60.00	$480.00
Engineering Report Review/Hour	2.00	$95.00	$190.00
Subtotal			$5,459.00

Grand Total: **$59,971.00**

*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.

REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of $.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of $.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of $300.00 charge or 1% of contract price plus $50.00, which ever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under $1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroscan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

October 9, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of a proposal from Braun Intertec Corporation in the amount of $127,932.00 to perform Construction Material Testing for the 18th Street Storm Sewer System project. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The City of Galveston accepted a proposal from Zarinkelk Engineering Services, Inc February 2109 to survey, model and design 19,000 linear feet of trunk sewer drainage system improvements along with the rehabilitation design of 14,400 feet of old clay pipe sanitary sewer and 25,750 feet of old ductile iron water line.

B. The project is intended to improve drainage in the project area and eventually connect to a future pump station to discharge storm water into the ship channel.

C. The project was advertised as RFP #20-06.

D. One (1) responsive proposal and One (1) non-responsive was received February 24, 2020.

E. Main Lane Industries, Ltd. proposed a cost of $15,035,200.00 (without 10% contingency) which was more than anticipated. Negotiations and value engineering between the City and Main Lane Industries, Ltd. reduced the proposed base cost to $14,458,328.00 (without 10% contingency) without jeopardizing quality. The resultant Best and Final Offer was $15,904,160.80 including $1,445,832.80 contingency.

F. Main Lane Industries was awarded the contract on June 25, 2020 in the amount of $15,904,160.80.

G. To ensure construction is performed consistent with the engineering specifications, construction material testing by an independent engineering firm is required.

H. The City requested a proposal from Braun Intertec Corporation that was prequalified by City Council in September 2018 to perform geotechnical engineering services.

II. Current Situation

A. Braun Intertec Corporation provided a proposal for $127,932.00

B. Braun Intertec Corporation is available to perform at the City's request.

III. Impact or ramifications:

The project is necessary to provide more efficient drainage in the project area and for the system to connect to a planned storm water pump station to discharge into the ship channel.

IV. Alternatives in order of priority

A. Approve the proposal from Braun Intertec Corporation in the amount of $127,932.00 to perform Construction Material Testing for the 18th Street Storm Sewer System project.
B. Do not approve the proposal.

V. Recommendation

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A. Approve the proposal from Braun Intertec Corporation in the amount of $127,932.00 to perform Construction Material Testing for the 18th Street Storm Sewer System project.

VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	GO Bonds
Total Cost of Implementation	$ 127,932.00

Respectfully Submitted,

J. D. Anderson

J. Dudley Anderson
Building Program Manager

MATERIALS TESTING SERVICES AGREEMENT

18th Street Storm Sewer System

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 - 18th Street Storm Sewer System
   - 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

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 (430) 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 **One Hundred and Twenty Seven Thousand, Nine Hundred and Thirty Two, ($127,932.00) 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 compensation
    Insurance 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	Braun Intertec	With Copy To:
City of Galveston	Kevin Williams	Braun Intertec Corporation
823 Rosenberg, Room 203	Operations Manager	Attn: Law Department
P.O. Box 779	2522 Texas Avenue	11001 Hampshire Ave S.
Galveston, Texas 77553	Texas City, Texas 77590	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

BY: _____
NAME: Daniel J. Buckley
TITLE: Deputy City Manager
DATE: _____

BRAUN INTERTEC CORPORATION

BY: _____
NAME: Kevin Williams
TITLE: Operations Manager
DATE: 10/8/2020

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 Kevin Williams, 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 Corporation as the Operations Manager (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 8th day of, October, 2020.

ERIKA D. HERNANDEZ
Notary Public, State of Texas
Comm. Expires 01-16-2024
Notary ID 132316885

_____
Notary Public In and For
The State of Texas

Braun Intertec Corporation
10819 W. Fairmont Pkwy
La Porte, Texas 77571

Phone: 409.948.8494
Web: braunintertec.com

EXHIBIT A

September 16, 2020 Proposal: QTB126911

Richard Baxter
City of Galveston
823 Rosenberg Street
Galveston, Texas 77550
Office Phone: (409) 797-3660
Email: rbaxter@galvestontx.gov

Re: 18th Street Storm Sewer System
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 will be billed at 1.5 times the regular hourly rate. All services performed on Sundays or holidays will be billed at 2.0 times the regular rate.

It is difficult to project all 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	660	$52.00	$34,320.00
Nuclear Density Gauge per day	Day	110	$60.00	$6,600.00
Standard Proctor Test(ASTM D 698)	Each	8	$155.00	$1,240.00
Atterberg Limits: LL and PL (ASTM D 4318), per sample	Each	6	$65.00	$390.00
Sieve analysis with 200 wash (ASTM 1140), per sample	Each	6	$55.00	$330.00
Compressive Strength of Cement Sand, per sample	Each	80	$60.00	$4,800.00
Sample pick-up	Each	40	$100.00	$4,000.00
CMT Trip Charge	Day	110	$70.00	$7,700.00
Concrete Testing				**$59,380.00**
Senior Engineering Technician (4 Hr. minimum)	Hour	80	$52.00	$4,160.00
Concrete Cylinder Pick up	Each	12	$100.00	$1,200.00
CMT Trip Charge (as needed)	Day	20	$70.00	$1,400.00
Concrete cylinders 4x8 (ASTM C 39)	Each	100	$20.00	$2,000.00
Bituminous Testing				**$8,760.00**
Senior Engineering Technician (4 Hr. minimum)	Hour	416	$52.00	$21,632.00
Coring 2 man Crew (4 Hr. minimum)	Hour	80	$200.00	$16,000.00
Nuclear Density Gauge per day	Day	58	$60.00	$3,480.00
Core Density, per test	Each	40	$45.00	$1,800.00
Core Thickness, per test	Each	160	$22.00	$3,520.00
CMT Trip Charge	Day	52	$70.00	$3,640.00
Project Management				**$50,072.00**
Project Assistant	Hour	54	$60.00	$3,240.00
Project Manager	Hour	54	$120.00	$6,480.00
Total Cost Estimate				**$9,720.00**
Project Total				**$127,932.00**

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:
Estimate of quantities and fees
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)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2020

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
Osborne & Associates
420 Gateway Blvd
Burnsville MN 55337

CONTACT NAME: Certificates Department
PHONE (A/C, No, Ext): 952-707-8200 **FAX (A/C, No):** 952-890-0535
E-MAIL ADDRESS: Certificates@kainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Co	25674
INSURER C : Amerisure Partners Insurance C	11050
INSURER D : Continental Casualty Insurance	20443
INSURER E :	
INSURER F :	

INSURED BRAUINT-01
Braun Intertec Corporation; Braun Intertec Geothermal, LLC; Braun Intertec Drilling, LLC; Braun Intertec Great Lakes, Inc.; Braun Intertec Southeast, LLC. 11001 Hampshire Avenue S
Minneapolis MN 55438

COVERAGES **CERTIFICATE NUMBER:** 974814273 **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	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	6608N681669	9/1/2020	9/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU; BFPD						MED EXP (Any one person)	$ 10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			8109N171016	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			CUP8N707978	9/1/2020	9/1/2021	EACH OCCURRENCE	$ 14,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 14,000,000
	DED X RETENTION $ 10,000							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC211278400	9/1/2020	9/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability - Incl. Pollution Incident - Claims Made & Reported			EEH114132066	9/1/2020	9/1/2021	Each Claim Aggregate	10,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ # 18-04 / QTB126911 - 18th Street Storm Sewer System

The Certificate Holder is an Additional Insured under the Commercial General Liability when required by written contract. A Waiver of Subrogation in favor of the Additional Insureds applies to the Commercial General Liability Policy when required by written contract.

CERTIFICATE HOLDER

City of Galveston
823 Rosenberg Street
Galveston TX 77550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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October 9, 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 #04 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 $344,145.86 (0.20%). This represents an increase in the total project cost of 2.9% from the original amount of $17,159,876.30 to the amount of $17,665,905.35. 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.
F. The City executed Change Order #03 with EP Brady July 27, 2020 for a .94% increase in the total construction contract from the amount of $17,293,075.32 to the amount of $17,321,759.49. 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 several 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 critical item is the first phase of the force main discovery work to be performed to determine the location of the existing 20" force main from Lift Station 21 past the crossing of Offats Bayou.

III. Impact or ramifications:

Construction of the 24" water line the length of Heards Lane is not possible without the necessary revisions reflected in this scope of work.

IV. Alternatives in order of priority

A. Approve Change Order #04 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 $344,145.86.
B. Do not approve the request.

V. Recommendation

Approve Change Order #04 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 $344,145.86.

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	$ 17,665,905.35 (an increase of $344,145.86)
Contingency	$ 259,093.65 (a decrease of $344,145.86)
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 4

Consultant:	Owner:	Contractor:
Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive, Suite 320 Port Arthur, Texas 77642 Phone No.: 409.724.7888	City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	E.P. Brady, LTD 3414 Persimmon Houston, Texas 77093 Phone No.: 713.691.0923 NTP Date: 03/30/2020

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$17,159,876.30	Original Contract Time:	365 days
Previous Change Order(s): No. 1 to No. 3	$161,883.19	Net Change From Previous Change Orders:	0 days
Contract Price Prior to this Change Order:	$17,321,759.49	Contract Time Prior to this Change Order:	365 days
Net Increase/Decrease of this Change Order:	$344,145.86	Net Increase/Decrease of this Change Order:	0 days
Contract Price With all Approved Change Orders:	$17,665,905.35	Contract Time With all Change Orders:	365 days
Cumulative Percent Change in Contract Price (+/-):	+ 2.9%	Construction Contract End Date: (mm/dd/yy)	04/29/2021

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: Christopher Ulw
ARCENEAUX WILSON & COLE	CITY OF GALVESTON	E.P. BRADY, LTD.
Date: 10/08/2020	Date: _____	Date: 10/9/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

ARCENEAUX WILSON & COLE
engineering | surveying | planning

October 8, 2020

Mr. Dudley Anderson
City of Galveston
823 Rosenburg
Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 4
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. 4 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. 4 time and cost, the overall result for this change order is to increase the contract amount by $344,145.86. These costs include the following changes in quantities:

- Bid Item 4, Add 2 EA., Tree Protection @ $2,000.00/EA ($4,000.00)
- Bid Item 10, Add 1,658 LF, Dewatering @ $40.00/LF ($66,320.00)
- Bid Item 18, Add 5 EA., 24-Inch MJ 45 Degree Bend @ $2,900.00/EA ($14,500.00)
- Bid Item 52, Add 17 EA., Remove & Replace Existing Manhole @ $4,900.00/EA ($83,300.00)
- Bid Item 91, Add 3 EA., 6-Inch MJ Gate Valve @ $2,500.00/EA ($7,500.00)
- Bid Item 94, Add 4 EA., 10 X 6 MJ Tee @ $1,450.00/EA ($5,800.00)
- New Bid Item 124, Add 1 L.S., Force Main Discovery Work Phase 1 @ $73,625.61/L.S. ($73,625.61)
- New Bid Item 125, Add 1 L.S., Avenue M ½ Conflict Structure @ $12,505.50/L.S. ($12,505.50)
- New Bid Item 126, Add 1 L.S., 55th Street Storm & Sanitary Sewer Conflict @ $5,250.00/L.S. ($5,250.00)

- New Bid Item 127, Add 1 L.S., Heards Lane 10-Inch Water Line Offsets @ $71,344.75/L.S. ($71,344.75)

The above listed items are utilized by ten (10) total revisions to the Contract. These revisions are described as follows:

- *Tree Protection* – During construction activities along 55th Street, the Contractor encountered two (2) additional trees that would require the use of tree protection. These trees needed to be trimmed due to their overhang hindering Contractor's excavator boom. The trimming was completed by a certified arborist whose credentials were cleared prior to the work commencing.

- *Dewatering* – Due to poor ground conditions experienced during construction, the Contractor has had to utilize additional linear footage of dewatering system in order to complete installation of both the 24-inch and 10-inch water lines as part of this project.

- *RFI #26* – It was discovered during construction an existing concrete utility duct bank that crosses Victory Ave along Ave Q ½ is in direct conflict with the proposed new 24" water line being constructed on Victory Ave. Due to utility clearance issues, it is only feasible to construct a vertical offset to direct the new 24" water line below the existing utility duct bank. In order to comply with City standards, the Contractor will utilize 45-degree bend fittings.

- *Broadway 24-Inch Fittings* – The Broadway 24-inch water line crossing was previously redesigned to lower elevation due to subsurface utility conflicts experienced during construction (Change Order No. 2). In order for the Contractor to adjust the Broadway water line crossing back up to original design depth on the north side of Broadway, an additional 45 degree bend at this location is necessary to achieve the required elevation adjustment.

- *Manholes* – The original estimated bid quantity included 20 per each new manholes as part of the 55th Street sanitary sewer rehabilitation. The Contractor has removed and replaced a total of 37 manholes. This is a quantity adjustment to reflect actual work completed.

- *Heards Lane Additional Fittings* – During the 10-inch water line pipebursting along Heards Lane, the Contractor installed three (3) additional 6" gate valves and four (4) additional 10X6 MJ tee fittings. These additional fittings were necessary in order for the construction of the 10-inch water line and its appurtenances to be completed.

- *Force Main Discovery Phase 1* – As part of the current Plan Of Action for the Offatts Bayou and Wastewater Treatment Plant force main discovery, the City has requested the Contractor complete the following items in order to prepare the site for the force main locating: excavate pit on Heards Lane across from City lift station, install 20" linestop at WWTP, and install 20" gate valve at the WWTP.

- *Avenue M ½ Conflict Structure* – During construction on 55th Street at Avenue M ½, the Contractor found the existing sanitary sewer line to be replaced was constructed through an existing 18" RCP storm sewer. In order to mitigate this utility conflict, the City has elected to have the Contractor construct a conflict structure at this location.

- *55th Street Storm & Sanitary Sewer Conflict* – During construction of the sanitary sewer lateral crossing located near Avenue S on 55th Street, the Contractor found the existing sanitary sewer line to be replaced was constructed through an existing storm sewer inlet structure. It was originally discussed to have a new conflict structure constructed at this location. Due to the existing inlet structure being in good condition, the City elected to have the Contractor utilize the existing inlet structure as a conflict structure, and construct the new 8" sanitary sewer inside a steel casing to be in accordance with the Engineer provided detail.

- *Heards Lane Offsets* – During 10-inch water line pipebursting operations along Heards Lane, the Contractor experienced both pre-existing water line offsets and sections of existing water line that were constructed through storm sewer infrastructure. Due to the 10-inch water line along Heards Lane being pipeburst, it was necessary for the Contractor to construct new water line offsets at these twelve (12) locations.

I have attached Change Order No. 4 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

_____
Keith Zotzky, P.E., CFM
Staff Engineer

[

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

From: J. Dudley Anderson, Architectural Projects Manager

Re: Consider for approval Change Order #8 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project decreasing the contract by $30,975.20 from the amount of $11,525,633.03 to the amount of $11,485,657.83 and extending the contract term by 38 days. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. <u>Background</u>

A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for $1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
B. The amended state plan allocates $1.032 billion to the Houston-Galveston Area Council region.
C. Because of the age and unsuitability of the existing Fire Station #1 and City Hall Annex, it is desired to build a new, state of the art fire station.
D. The construction of a new Fire Station #1 and the subsequent demolition of the existing fire station was therefore identified as work to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
E. The General Land Office approved O'Malley Strand Associates, Inc. to provide engineering and architectural design services for the Fire Station #1 New Site Construction and Existing Site Demolition project.
F. Construction LTD was awarded the contract by Council on September 28, 2017 in the amount of $9,621,500.00.
G. The contract was increased $4,205.00 (0.04%) to $9,625,705.00 in Change Order #1.
H. Change Order #2 increased the contract amount $72,639.00 (0.75%) to $9,698,344.00 and included demolition work required to provide for the restroom facilities in City Hall to allow for demolition of the City Hall Annex. The City of Galveston chose to utilize this existing contract to expedite and better coordinate the work required for demolition of City Hall Annex and connectivity between City Hall and the new Fire Station #1.
I. Change Order #3 increased the contract amount $176,828.00 (1.84%) to $9,875,172.00 and included construction cost for Phase 1B to provide for revisions to the tele/data system and renovations for 3rd floor offices adjacent the future restrooms on the 3rd floor of City Hall.
J. Change Order #4 included a variety of items in the original proposal that were deferred until this time increasing the construction cost $165,784.00 (1.72%) and adding 94 calendar days to the contract.
K. Change Order #5 provided a variety of items including but not limited to the build out of the Training Room on the 2nd floor of FS1, dehumidifiers in the attic space, asbestos abatement for the old Public Safety Bldg., and 1st and 3rd floor restrooms in City Hall increased the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site

Demolition project increasing the contract by $950,434.03 and extending the contract term by 217 days.

L. Change Order #6 provided a variety of items including but not limited to adding an exhaust fan in the Janitor Room, adding security cameras, replacing the gas service at City Hall to install the screen wall, replacing the water service to City Hall to install the screen wall, provide SS partitions in City Hall restrooms, make emergency repairs to the chiller foundation due to demolition activity, and provide slope in City Hall restroom floors increasing the contract by $111,738.00 and extending the contract term by 60 days.

M. Change Order #7 provided for demolition and construction to create off street parking on the east side of 26th across from the new Fire Station, structural steel support of the north end of the screen wall surrounding the emergency generator, and some finish items for the construction of restrooms in City Hall. It increased the contract by $422,505.00 and extending the contract term by 30 days

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 Fire Station #1 New Site Construction and Existing Site Demolition project has allowed the City to add scope into the project and enhance its value.

B. This change order reconciles unspent allowance funds and a variety of items to complete construction of this project.

C. The proposed work for this Change Order are items identified and recommended by a combination of City staff, the design firm, or the General Contractor.

D. Construction LTD has submitted a proposal for these changes as a deduct of $39,975.20.

E. Construction LTD is requesting an additional 38 calendar days to complete this phase of the work.

III. Issues

The contract for construction of the Fire Station is being utilized to construct restrooms in City Hall and construct a public plaza on the west side of City Hall in the location of the recently demolished City Hall Annex. All of the work is time sensitive and must be complete by the end of 2020.

We anticipate a separate project to provide for the completion of the public plaza west of City Hall. That work will have a separate funding source.

IV. Alternatives in order of priority

A. Approval Change Order #8 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project decreasing the contract by $30,975.20 from the amount of $11,525,633.03 to the amount of $11,485,657.83 and extending the contract term by 38 days. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
B. Do not approve the change order.

V. Recommendation

Approve Change Order #8 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project decreasing the contract by $30,975.20 from the amount of $11,525,633.03 to the amount of $11,485,657.83 and extending the contract term by 38 days.. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Architectural Projects Manager

Funding Source: CDBG DR Non-Housing Round 2.2

Construction Cost	$	10,621,511.83	(decrease of $41,935.2)
Inspection	$	395,396.00	
Infrastructure			
Construction	$	843,612.00	(increase of $1,960.00)
Inspection	$	5,000.00	
Total Cost of Implementation	$	11,865,519.83	

Respectfully Submitted,

J. Dudley Anderson, Architectural Projects Manager

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer:	Owner (Contractor Locality):	Contractor:
O'Malley Strand Associates, Inc. 203 South Jackson Brehnam, TX 77833 Phone No.: (979) 836-7937	City of Galveston 823 Rosenberg Galveston, TX 77553 Phone No.: (409) 797-3520	Construction LTD 1825 Upland Houston, TX 77043 Phone No.: (713) 984-9444 Agreement Date: 11/20/17
Date: October 12, 2020 Project Code No.: P21562A-10 Bid Package No.: 9659_BID1	Contract For (Project Description): Fire Station No. 1 New Site Construction and Fire Station No. 1 Existing Site Demolition/Clearance/Reuse	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
11	Undergnd Elec. Service	$22,350.00	
12	Cable TV Service	$20,000.00	
13	Fiber Optic Service	$2,273.20	
14	Natural Gas Service	$4,023.00	
16	New Elec. Service-City Hall	$10,000.00	
51	Masonry Block – Mat.		$3,493.00
150	HVAC Ductwork Mat.	$20,000.00	
165	Building Power – Labor		$529.00
183	CO # 5 CH Restrooms – Phase 2 (non CDBG qualifying costs)		$1,960.00
184	CO # 7 Demo and site revision for east parking area		$32,689.00

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$9,621,500.00	Original Contract Time:	470 days
Previous Change Order(s): No. 01 to No. 07	$1,904,133.03	Net Change From Previous Change Orders:	524 days
Contract Price Prior to this Change Order:	$11,525,633.03	Contract Time Prior to this Change Order:	994 days
Net Decrease of this Change Order:	($39,975.20)	Net Increase of this Change Order:	38 days
Contract Price With all Approved Change Orders:	$11,485,657.83	Contract Time With all Change Orders:	1032 days
Cumulative Percent Change in Contract Price (+/-):	19.37%	Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 20
Construction Contract Start Date: (mm/dd/yy)	01 / 02 / 18	Construction Contract End Date: (mm/dd/yy)	10 / 30 / 20

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:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: Charles B Hales
O'MALLEY STRAND	CITY OF GALVESTON	CONSTRUCTION LTD
Date: 10.12.2020	Date: _____	Date: 10/12/2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

   If there is a change, how many beneficiaries will be affected? Total ____ L/M ____

2. Effect of this change on scope of work: ☐ Increase ☒ Decrease ☐ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☒ No

   If "No", explain: Original bid did not include unit prices. The pricing provided is competitive.

5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No

   If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable) ☐ Yes ☐ No

7. Is the TCEQ permit approval still valid? (sewer projects only) ☐ Yes ☐ No

8. Are the handicapped access requirements/approval still valid? (if applicable) ☒ Yes ☐ No

9. Are other Disaster Recovery contractual special condition clearance still valid? ☐ Yes ☐ No

   (If no, specify):

NOTE: *Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

October 12, 2020

Mr. Dudley Anderson
City of Galveston
2514 Sealy Avenue
Galveston, TX 88550

Re: Fire Station No. 1 New Site Construction and Existing Site Demolition
General Land Office (GLO) Contract No. 15-081-000-8848
City of Galveston, Texas (City)

Dear Dudley,

Enclosed is the Texas GLO Construction Contract Change Order Request Form for proposed Change Order No. 8. The request form lists proposed Change Order No. 8 items and their increases or decreases in Contract price. Proposed Change Order No. 8 results in a net decrease to the current Contract amount. The original Contract amount was $9,621,500.00. The Contract amount before Change Order No. 8 was $11,525,633.03. The Contract price with proposed Change Order No. 8 is $11,485,657.83, resulting in a net decrease of $39,975.20. The proposed Change Order No. 8 has been reviewed and it is recommended the City approve this proposed change order.

Please call me at (989) 836-7937 with any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Kelly M. Hajek, P.E.

Enclosures

DEG:cdj\S:\BRE\4200--4299\4295\001\PDF\Construction\Change Order\8\Change Order No. 8 Recommendation Letter.docx

CHANGE ORDER 08 DOCUMENTATION LOG

PROJECT: Galveston Fire Station No. 1
PROJECT NO.: 215175.00
CONTRACTOR: Construction LTD
PRINT DATE: 10/12/20

BROWN REYNOLDS WATFORD ARCHITECTS BRW

PROPOSAL REQUEST		PROPOSAL		DESCRIPTION	ADDITIONAL DAYS REQUESTED	ADDITIONAL DAYS APPROVED	PROPOSED CHANGE AMOUNT	REMARKS
NO.	DATE	NO.	DATE					
			08/12/20	City Hall Window Masonry Patch	5	5	$3,493.00	51 Masonry Block - Mat.
			08/15/20	Ductwork Material Credit	0	0	($20,000.00)	150 HVAC Ductwork Mat.
			08/17/20	Additional Asbestos Removal 1st Floor Restrooms (non-CBDG qualifying cost)	10	10	$1,960.00	183 CO#5 CH Restrooms - Phase 2
			08/17/20	Chief's Office Outlet Relocation	0	0	$529.00	165 Building Power - Labor
			08/29/20	Auditorium Foundation Removal	4	4	$12,911.00	184 CO#7 Demo and site revision for east parking area
			09/16/20	Change electrical box to traffic rated and lower	5	5	$7,360.00	184 CO#7 Demo and site revision for east parking area
			10/09/20	Add parking islands	7	7	$12,418.00	184 CO#7 Demo and site revision for east parking area
			08/31/20	Hurricane Laura Rain Delay	6	3	$0.00	
			09/25/20	Tropical Storm Beta Rain Delay	4	4	$0.00	
				Deduct Remaining Underground Electrical Allowance			($22,350.00)	11 Undergnd Elec. Service
				Deduct Remaining Cable TV Allowance			($20,000.00)	12 Cable TV Service
				Deduct Remaining Fiber Optic Allowance			($2,273.20)	13 Fiber Optic Service
				Deduct Remaining Natural Gas Allowance			($4,023.00)	14 Natural Gas Service
				Deduct Remaining City Hall Electrical Allowance			($10,000.00)	16 New Elec. Service-City Hall
				Totals:		**38**	**($39,975.20)**	

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

October 9, 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 #9 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by $104,790.00 (0.98%) from the amount of $11,540,179.20 to the amount of $11,644,969.20. 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%).

L. Change Order 7 was council approved on April 30, 2020 for an **increase** in contract amount of $214,618.00 (2%).
M. Change Order 8 was council approved on July 23, 2020 for an **increase** in contract amount of $93,142.00 (.86%)
N. The cumulative change in construction cost through Change Order #8 is 7.52%

II. Current Situation

A. This change order addresses increasing the scope of work to provide a fully functioning facility providing items more fully described in the attached Engineer of Record recommendation.
B. The project is approximately 99% complete and will be completed in November 2020 unless other items are approved for inclusion by the GLO.
C. Departments are occupying the facility in sequence.
D. The net **increase** of this change order is $104,790.00.
E. A portion of this change order is being funded by the Engineer of Record, Lockwood, Andrews and Newnam, to accommodate a relocation of the air handling unit in one of the conference rooms. This relocation is necessary due to inadequate original design of the HVAC for that location.
F. The remaining cost of the construction changes is funded by CDBG Round 2.2.
G. The cumulative change in construction cost is 8.51% including this Change Order #9.
H. LAN has recommended approval of this request.

III. Alternatives in order of priority

A. Approve Change Order #9 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by $104,790.00 (0.98%) from the amount of $11,540,179.20 to the amount of $11,644,969.20.
B. Do not approve the change order.

IV. Recommendation

Approve Change Order #9 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by $104,790.00 (0.98%) from the amount of $11,540,179.20 to the amount of $11,644,969.20.

V. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	CDBG DR Non-Housing Round 2.2 Reimbursement from Lockwood, Andrews & Newnam

CDBG Construction Cost	$ 11,578,468.20 (**increase** of $38,289)
Lockwood, Andrews & Newnam	$ 66,501.00 (reimbursement)
Total Cost of Implementation	$ 11,644,969.20

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

DocuSign Envelope ID: B06480F3-1B3F-4BB5-8F83-4365A6B13720

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: 10/08/2020 Project Code No.: P21548A-14 Bid Package No.: 9748-1_BID2	Contract For (Project Description): Construction of the City of Galveston Public Works Facility	GLO Contract No.: 15-081-000-8748 Change Order No.: 09

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
CO9-1	CP 66R: Add “Click2Enter” devices on the four motorized access gates at the facility to allow emergency vehicle access.		$3,982.00
CO9-2	CP 69: Repairs and refinishing of corridor wall where wall-mounted light fixtures were replaced with ceiling-mounted fixtures.		$1,221.00
CO9-3	CP 73: Add (16) corner guards in the Administration building to protect wall corners from damage.		$2,051.00
CO9-4	CP 75: Additional waterproofing at base of exterior walls at the Warehouse to prevent stormwater intrusion.		$5,279.00

CO 9-5	CP 76: Cost to relocate one interior air handling unit away from a conference room in the Administration building.		$66,501.00
CO 9-6	CP 77: Revised specification for the project dedication plaque.		$5,092.00
CO 9-7	CP 78: Add temperature controls to Warehouse ventilation fans.		$4,732.00
CO 9-8	CP 79: Add access control/card readers at two site perimeter pedestrian gates.		$15,932.00
	Totals		$104,790.00

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$10,732,495.00	Original Contract Time:	576 days
Previous Change Order(s): No. 01 to No. 08	$807,684.20	Net Change From Previous Change Orders:	360 days
Contract Price Prior to this Change Order:	$11,540,179.20	Contract Time Prior to this Change Order:	936 days
Net Increase/Decrease of this Change Order:	$104,790.00	Net Increase/Decrease of this Change Order:	91 days
Contract Price With all Approved Change Orders:	$11,644,969.20	Contract Time With all Change Orders:	1,027 days
Cumulative Percent Change in Contract Price (+/-):	+8.51%	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)	11/30/2020

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

Reimbursement will not be submitted for a portion of this change order; it will be funded by the Engineer.

*** 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: 10/08/2020

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: DocuSigned by: Lee Hughes 5AC1B1C4520B4BB... _____

CONTRACTOR

J.W. Kelso Company, Inc.

Date: 10/9/2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease
   the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change
   If there is a change, how many beneficiaries will be affected? Total ____ L/M ____
2. Effect of this change on scope of work: ☒ Increase ☐ Decrease ☐ No Change
3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change
4. Are all prices in the change order dependent upon unit prices
   found in the original bid? ☐ Yes ☒ No
   If "No", explain: 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? ☐ Yes ☒ No
   If "Yes", is an Environmental Re-assessment required?
6. Is the Texas Commission on Environmental Quality (TCEQ)
   clearance still valid? (if applicable) ☒ Yes ☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only) N/A ☐ Yes ☐ No
8. Are the handicapped access requirements/approval
   still valid? (if applicable) ☒ Yes ☐ No
9. Are other Disaster Recovery contractual special condition clearance
   still valid? ☒Yes ☐ No
   (If no, specify):

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

October 8, 2020

RE: City of Galveston Public Works Facility
LAN Project No. 170-10839-000
Change Order No. 9 Recommendations

Mr. Dudley Anderson, Building Program Manager
City of Galveston
3015 Market Street
Galveston, Texas 77550

Dear Mr. Anderson:

LAN has reviewed each of the Change Order No. 9 cost proposals for additional scope items requested. Our findings are itemized below:

Item No. CO9-1, J.W. Kelso Cost Proposal 66R:

J.W. Kelso issued a cost proposal on August 14, 2020 in the amount of $3,982.00 to add two "Click2Enter" devices at the motorized gates on Market Street that allow access to the Public Works site, for emergency vehicle entrance. LAN has reviewed the cost proposal and recommends acceptance.

Item No. CO9-2, J.W. Kelso Cost Proposal 69:

J.W. Kelso issued a cost proposal on July 7, 2020 in the amount of $1,221.00 to repair and refinish a corridor partition in the Administration Building that was necessitated by the removal of non-code compliant wall-mounted light fixtures. LAN has reviewed the cost proposal and recommends acceptance and will accept responsibility for the added cost.

Item No. CO9-3, J.W. Kelso Cost Proposal 73:

The City of Galveston requested the addition of (16) wall protection corner guards to protect partitions from damage reduce the need for future repairs. J.W. Kelso issued a cost proposal on July 7, 2020 in the amount of $2,051.00 to furnish and install the corner guards. LAN has reviewed the cost proposal and recommends acceptance of tis cost proposal.

Item No. CO9-4, J.W. Kelso Cost Proposal 75:

The Warehouse has experienced stormwater intrusion through the base of the exterior walls during heavy rainfall events. LAN offered a solution to prevent stormwater intrusion, a sample of which was installed and tested successfully. J.W. Kelso submitted a cost proposal on August 17, 2020 in the amount of $5,279.00 to complete the waterproofing installation. LAN has reviewed this proposal and recommends acceptance.

Item No. CO9-5, J.W. Kelso Cost Proposal 76:

The original HVAC design located an indoor air handling unit above a conference room ceiling in the western portion of the Administration building. Noise levels in this conference room are unacceptable and LAN has proposed a solution to relocate the unit away from the conference room to solve the problem. J.W. Kelso submitted a cost proposal on October 2, 2020 in the amount of $66,501.00 to for the work required. LAN has reviewed this proposal and finds it to be acceptable. LAN has agreed to reimburse the City of Galveston for the amount of this cost proposal.

Item No. CO9-6, J.W. Kelso Cost Proposal 77:

The specification for the project dedication plaque was clarified at the request of J.W. Kelso, for which an additional cost was identified. J.W. Kelso submitted a cost proposal on October 2, 2020 in the amount of $5,092.00 for the revised specification. LAN has reviewed this proposal and finds it to be acceptable and recommends acceptance.

Item No. CO9-7, J.W. Kelso Cost Proposal 78:

The City of Galveston requested the addition of a temperature sensor to control the ventilation fans in the Warehouse. J.W. Kelso submitted a cost proposal on October 2, 2020 in the amount of $4,732.00 to furnish and install the sensor and make updates to the control system. LAN has reviewed this proposal and finds it to be acceptable and recommends acceptance.

Item No. CO9-8, J.W. Kelso Cost Proposal 79:

The original design documents included two perimeter pedestrian gates for emergency egress from the Public Works facility but did not include controlled access at these locations. The City of Galveston requested that these two gates receive card readers to control access while allowing free egress as required. J.W. Kelso submitted a cost proposal on October 2, 2020 in the amount of $15,932.00 to add access control at these locations. LAN has reviewed this proposal and finds it to be acceptable and recommends acceptance.

Change in Contract Time

The contract end date is to be extended by 91 calendar days to November 30, 2020 for a total of 1,027 calendar days.

The above representations are made with the best knowledge and information available as of this date.

Regards,

Terre Musgrove, AIA
Program Manager

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

October 9, 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. 1 to the contract with Main Lane Industries, Ltd., for the 25th Street Improvements - Broadway to Seawall project, decreasing the contract by $57,319.00 (-.86%) from the amount of $6,730,519.00 to a new total amount of $6,673,200.00 Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. <u>Background</u>

A. The design and reconstruction of 25th Street from Broadway to Seawall was included in the City of Galveston Capital Improvement Plan.
B. This project includes rebuilding the roadway, installing larger inlets to improve drainage, and replacement of aged water and sewer lines. Also included in the design are sidewalks, ADA ramps, and electrical improvements to provide lighting along 25th Street from Seawall to Harborside.
C. On 27 July 2017, the City Council approved EJES, Inc. to perform engineering design for the 25th Street Improvements - Broadway to Seawall project.
D. The project was advertised on 18 February 2019 as RFP #19-15 to provide the ability to negotiate with the winning respondent and value engineer the project costs.
E. The RFP responses were received on 24 April 2019.
F. The City Council awarded a contract with Main Lane Industries, Ltd. in the amount of $6,730,519.00 on May 23, 2019.

II. <u>Current Situation</u>

A. The existing conditions provided two additional water line sizes to be abandoned that were not listed in the original bid form.
B. The existing conditions of portions of the 8" sanitary sewer line within an existing storm manhole prevented the increase to a 12" sanitary sewer line. This resulted in a decrease of the 12" sanitary sewer line quantity and the addition of a line item for the 8" sanitary sewer line.
C. The changes also include ductile iron pipe added as a line item to utilize where sanitary sewer laterals pass through existing storm manholes.

III. <u>Impact or ramifications:</u>

The changes will allow completion of the construction for rebuilding 25th Street from Broadway to Seawall.

IV. Alternatives in order of priority

A. Approve Change Order No. 1 to the contract with Main Lane Industries, Ltd., for the 25th Street Improvements - Broadway to Seawall project, **decreasing** the contract by $57,319.00 (-.86%) from the amount of $6,730,519.00 to a new total amount of $6,673,200.00.
B. Do not approve the request.

V. Recommendation

Approve Change Order No. 1 to the contract with Main Lane Industries, Ltd., for the 25th Street Improvements - Broadway to Seawall project, **decreasing** the contract by $57,319.00 (-.86%) from the amount of $6,730,519.00 to a new total amount of $6,673,200.00.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source:

IDC Infrastructure Silo

Construction	$ 50,000.00

2017 General Obligation Bonds

Construction	$ 4,029.660.00
Contingency	$ 410,000.00
Inspection	$ 60,000.00
Materials Testing (est.)	$ 80,000.00

Water Certificates of Obligation

Construction	$ 1,624,659.00 (decrease of $67,800)
Contingency	$ 170,000.00
Inspection	$ 34,000.00

Sanitary Sewer Certificates of Obligation

Construction	$ 968,881.00 (increase of $10,481)
Contingency	$ 85,519.00 (decrease of $10,481)
Inspection	$ 20,000.00

Total Cost of Implementation **$ 7,532,719.00**

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

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City of Galveston

25th Street Improvements (Broadway to Seawall Blvd.)

Contract Change Order Number 1

Engineer Address:	Owner Address:	Contractor Address:
EJES, Inc. 6161 Savoy, Dr. Suite 830 Houston, TX 77036 Phone No.: 281-272-1612	City of Galveston 823 Rosenberg Galveston, TX 77550 Phone No.: 409-797-3966	Main Lane 14115 Luthe Rd, Suite 100 Houston, TX 77039 Phone No.: 404-538-3292 Agreement Date: 9/17/2020

Change in Contract Price:			Change in Contract Time (Calendar Days):		
Original Contract Price:	$	6,730,519.00	Original Contract Time:	504	days
Previous Change Order(s): No. ~ to ~ No.	$	0.00	Net Change From Previous Change Orders:	0	days
Contract Price Prior to this Change Order:	$	6,730,519.00	Contract Time Prior to this Change Order:	504	days
Net Increase/Decrease of this Change Order:	$	(57,319.00)	Net Increase/Decrease of this Change Order:	0	days
Contract Price With all Approved Change Orders:	$	6,673,200.00	Contract Time With all Change Orders:	504	days
Cumulative Percent Change in Contract Price (+/-): - 0.86%			Construction Contract End Date: (mm/dd/yy) 8/13/2021		

ENGINEER RECOMMENDED:	OWNER APPROVED:	CONTRACTOR ACCEPTED:
By: DocuSigned by: Aaron Hargrove 20B30AE2946B40A... EJES, INC.	By: _____ CITY OF GALVESTON	By: DocuSigned by: David Cox 4771C3F20C3A4E6... USTRIES
Date: 10/12/2020	Date: _____	Date: 10/12/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

DocuSign Envelope ID: CC88C44E-F0FB-4573-BB8D-5626C9953EE4

EJES INCORPORATED
Service with Excellence

6161 Savoy Dr.
Suite 830
Houston, TX 77036
Phone: (281) 272-1612
Fax: (281) 272-1619

- Architecture
- Engineering
- Planning
- Construction Management
- Environmental Services

October 09, 2020

Trina Jankowski
Construction Project Manager
City of Galveston
823 Rosenberg
Galveston, TX 77550

Re: City of Galveston – 25th Street Improvements
Contract Change Order No. 1

Ms. Jankowski,

Enclosed, please find Contract Change Order No. 1 for the above referenced project for your review and approval. Below is EJES, Inc recommendation on the list of Change Proposals that are being considered in this change order and revisions to the Bid Form.

CHANGE PROPOSALS				
NO.	DESCRIPTION	AMOUNT	RECOMMENDATION	JUSTIFICATION
2	Cut Plug Abandon Ex. 8" & 12" WL | 12"x8" TS & V	$ (67,800.00)	Approve	Construction plans call out cut, plug and abandon existing 8" and 12" waterline, but there is not a Contract Item to do the work. The 12" x 8" TS & V were not use.
3	8" SDR 26 Sanitary Sewer	$ (4,743.00)	Approve	The existing conflict structure can't accept the proposed 12" sanitary sewer. To avoid replacing the conflict structure, the existing 8" sanitary will be replaced with the same size pipe.
5	8" - 12" Ductile Iron Pipe	$ 15,224.00	Approve	The proposed 8"-12" ductile iron pipe is replacing the proposed 8"-12" PVC pipe where the sanitary sewer passes through an existing storm conflict structure.

DocuSign Envelope ID: CC88C44E-F0FB-4573-BB8D-5626C9953EE4

Item No.	Item Control No.	Item Description	Units	Contract Qty.	Change Order Qty.	Revised Qty.	Unit Price	Change Order Amount
Revised Contract Items								
54	02626	12"x8" Tapping Sleeve & Valve	EA	15	(15)	0	$ 6,500.00	$ (97,500.00)
56	02769	12" Sanitary Sewer (Open Cut)	LF	1,350	(850)	500	$ 175.00	$ (148,750.00)
New Contract Items								
104	02669	Cut Plug Abandon E. 8" & 12" Water line	EA	0	27	27	$ 1,100.00	$ 29,700.00
105	02769	8" Sanitary Sewer (Open Cut)	LF	0	850	850	$ 169.42	$ 144,007.00
106	02769	8" - 12" Ductile Iron Pipe	LF	0	80	80	$ 190.30	$ 15,224.00

Total Change Order Amount: $ (57,319.00)
Original Contract Price: $ 6,730,519.00
Contract Amount + Original Contract Price: $ 6,673,200.00

Let us know if you have any questions or need additional information. I can be reached via email at ahargrove@ejesinc.com.

Sincerely,

Aaron Hargrove, P.E.
Houston Office Manager
EJES, Inc. TBPE Registration No. F-2488

Enclosure

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

October 9, 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. 1 to the contract with Main Lane Industries, Ltd. for the 73rd Street Reconstruction – Heards Lane to Avenue N ½ project, increasing the contract by $82,658.20 (4.05%) from the amount of $2,043,134.00 to a new total amount of $2,125,792.20. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The Public Works Department is responsible for the maintenance of the City of Galveston Roadways. In order to determine the pavement condition of City roadways, the City of Galveston contracted with LJA Engineering Inc. in 2012, to prepare a Roadway Evaluation Report.

B. As part of the Fiscal Year 2017 Capital Improvement Plan, funding was allocated for reconstruction of 73rd Street. This project includes rebuilding the roadway, and replacement of aged water and sewer lines. Sidewalks and ADA ramps will be integrated into the design of this project.

C. LJA, was selected for design and engineering of the 73rd Street Reconstruction from Heards Lane to Avenue N1/2.

D. Proposals were requested by the City of Galveston for construction of the reconstruction and received October 30, 2109.

E. The project was advertised as RFP #19-30 and Main Lane Industries, Ltd. submitted the highest scoring proposal.

F. The City Council awarded a contract with Main Lane Industries, Ltd. in the amount of $2,043,134.00 on February 27, 2020.

II. Current Situation

A. The 8” and 10” sanitary sewer lines were proposed to be removed and replaced and were not adequately reflected in the original bid form.

B. The 10” and 12” sanitary sewer lines were proposed to be abandoned and were not adequately reflected in the original bid form.

C. The existing sanitary sewer manholes were proposed to be abandoned and were not adequately reflected in the original bid form.

II. Impact or ramifications

The changes will allow completion of the construction for rebuilding 73rd Street from Heards Lane to Ave N ½.

IV. Alternatives in order of priority

A. Approve Change Order No. 1 to the contract with Main Lane Industries, Ltd. for the 73rd Street Reconstruction – Heards Lane to Avenue N ½ project, increasing the contract by $82,658.20 (4.05%) from the amount of $2,043,134.00 to a new total amount of $2,125,792.20.
B. Do not approve the request.

V. Recommendation

Approve Change Order No. 1 to the contract with Main Lane Industries, Ltd. for the 73rd Street Reconstruction – Heards Lane to Avenue N ½ project, increasing the contract by $82,658.20 (4.05%) from the amount of $2,043,134.00 to a new total amount of $2,125,792.20.

VI. Fiscal Impact Report

Funding Source:

Construction:	
$1,292,884.00	GO Bonds
$346,500.00	Water CO Bonds
$486,408.20	Sewer CO Bonds (increase of $82,658.20)
Construction Admin:	
$31,775.00	GO Bonds
Contingency:	
$73,841.80	GO Bonds (decrease of $42,658.20)
$30,000.00	Water CO Bonds
$0.00	Sewer CO Bonds (decrease of $40,000.00)
Material Testing:	
$42,383.00	GO Bonds

Total Project Implementation: $2,303,792.00

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

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City of Galveston

73rd Street Reconstruction – Heards Lane to Avenue N ½

Contract Change Order Number 1

Engineer Address:	Owner Address:	Contractor Address:
LJA Engineering, Inc. 11821 East Freeway, Suite 360 Houston, TX 77029 Phone No.: 713.450.1300	City of Galveston 823 Rosenberg Street Galveston, TX 77550 Phone No.: 409.797.3579	MC2 Main Lane 14115 Luthe Road, Suite 100 Houston, TX 77039 Phone No.: 713.896.3141 Agreement Date: April 7, 2020

Change in Contract Price	Change in Contract Time (Calendar Days)
Original Contract Price: $ 2,043,134.00	Original Contract Time: 270 days
Previous Change Order(s): No. to No. $ 0.00	Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: $ 2,043,134.00	Contract Time Prior to this Change Order: 0 days
Net Increase/Decrease of this Change Order: $ 82,658.20	Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: $ 2,125,792.20	Contract Time With all Change Orders: 0 days
Cumulative Percent Change in Contract Price (+/-): + 4.05%	Construction Contract End Date: (02/26/21)

ENGINEER RECOMMENDED:	OWNER APPROVED:	CONTRACTOR ACCEPTED:
By: DocuSigned by: Mark Havran 7A76779AC8604E1... Mark Havran, P.E.	By: _____ CITY OF GALVESTON	By: DocuSigned by: David Cox 4771C3F20C3A4E6... David Cox
Date: 10/12/2020	Date: _____	Date: 10/12/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

DocuSign Envelope ID: A4D76118-8F43-42A3-9731-536546D5B3CB

LJA ENGINEERING

11821 East Freeway, Suite 360, Houston, Texas 77029
t 713.450.1300 f 713.450.1385 LJA.com TBPE F-1386

LETTER OF ENGINEER'S RECOMMENDATION NO. 1
To
73rd Street Reconstruction – Heards Lane to Avenue N ½
(PO# P2008500)

City of Galveston
823 Rosenberg Street
Galveston, Texas 77550

DATE: September 9, 2020
ENGINEER: LJA Engineering, Inc.
CONTRACTOR: Main Line Industries, Ltd.
CONTRACT DATED: February 27, 2020
ORIGINAL CONTRACT AMOUNT: $2,043,134.00
LJA PROJECT NO. B322-1013

In accordance with Article 10 of the General Conditions of the Agreement, the Contractor has offered a change in the Contract for the following reasons:

DESCRIPTION

This change order is prepared to add line items that were previously not in the contract:

- **Line item #79: Remove and Replace 10" Sanitary Sewer, Open Cut Construction, Solid Wall PVC, SDR 26, All Depths, Complete in Place. Qty: 210 LF @ $203.68 = $42,772.80**
- **Line item #80: Remove and Replace 8" Sanitary Sewer, Open Cut Construction, Solid Wall PVC, SDR 26, All Depths, Complete in Place. Qty: 42 LF @ $202.05 = $8,486.10**
- **Line item #81: Abandoned 12" Sanitary Sewer Lines. Qty:1,260 LF @ $11.97 = $15,082.20**
- **Line item #82: Abandoned 10" Sanitary Sewer Lines. Qty: 595 LF @ $11.80 = $7,021.00**
- **Line item #83: Abandoned Sanitary Sewer Manholes. Qty: 9 EA @ $1,032.90 = $9,296.10**

LJA Engineering recommends that the Owner accept this change order for an increase in the contract amount of $82,658.20 and no change in the contract time as summarized below. In summation, this is for abandoning existing sewer and manholes in place with cemented slurry. Also, this is for replacing sanitary sewer manhole lateral mains under 73rd and N ½ that are old pipe and material.

CONTRACT SUMMARY

COST

Original Contract Amount..... $ 2,043,134.00
Change Order No. 1 Add .....$ 82,658.20
Amended Contract Amount.....$ 2,125,792.20

DocuSign Envelope ID: A4D76118-8F43-42A3-9731-536546D5B3CB

TIME OF COMPLETION

Original Contract Time .....240 C.D.
Original Contract Completion Date 02/20/2021
Change Order No. 1 – No Change .....0 C.D.
Amended Contract Time .....0 C.D.
Amended Contract Completion Date 02/20/2021

In consideration for the above change, it is mutually agreed that the contract price is changed at $2,125,792.20 and that the time of completion for all work is unchanged for a completion time of 240 calendar days. Finally, it is understood and agreed that this Change Order is a full and complete equitable adjustment and constitutes compensation in full on behalf of the Contractor for all costs and markups directly or indirectly attributable to the changes ordered herein for all delays and impacts related thereto and for performance of the changes within the time stated.

RECOMMENDED FOR APPROVAL:
LJA Engineering, Inc.

By:_____

Date: 9-9-20

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

October 14, 2020

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

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval the submittal of a grant application to the Texas General Land Office (GLO) for the Community Development Block Grant (CDBG) MIT for grant funding for drainage improvements to the South Shore Street drainage system. Authorizing the City Manager to execute all necessary application documents for submittal.

I. Background

A. As a result of heavy rainfall and flooding from Hurricane Harvey throughout the State of Texas over an extended period of time in August 2017 the City is eligible to apply for funding from the Texas General Land Office (GLO).

B. The GLO is making funding available through the Community Development Block Grant MIT (CDBG-MIT) to communities affected by Hurricane Harvey.

C. The CDBG-MIT funding is eligible to impacted communities through a statewide competition.

D. The City may submit up to three (3) applications for local funding that meet the GLO CDBG-MIT Action Plan, GLO Application Guide, as well as achieve one of HUD's National Objectives.

E. The current deadline for application submittal for the statewide competition is the October 28, 2020.

F. The current amount of funding available in the statewide competition is approximately 2.1 Billion.

II. Current Situation

A. The proposed drainage improvement project for the South Shore area includes the construction of new storm drain systems in the general vicinity

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

bounded by Heards Lane, Stewart Road and Seawall Blvd; and 69th Street and 57th Street.

B. The project improvement area includes an outfall pump station on English Bayou. Resiliency measures for the pump station include a finished floor elevation above the 500-year storm and SCADA controls.

C. The proposed project also includes storm drain connections to the side streets, leads and inlets at appropriate spacing, and restoration of pavement.

D. The estimated budget for this project, if awarded is $55,809,999.00 of which the City will contribute $1,500,000.

E. The schedule for the project, if awarded could begin as early as the spring of 2021 with the Design and Engineering phase. Construction under this schedule could begin early to mid-2022. The estimated construction duration to complete is 3 years.

F. The City, as required by the "City of Galveston CDBG-MIT Citizen Participation Plan" advertised a Public Notice and request for Public Comments in the Galveston Daily News on September 30, 2020. The City posted the Public Notice at City Hall, the City's website, Facebook, and on news flash.

G. The City entered into a contract with Plexos Group LLC on June 1, 2020 (COG-CON-20-075) to assist the City in the development of the grant applications for the Hurricane Harvey CDBG-MIT statewide competition. There is no cost for the application preparation services for this effort.

III. Issues

The City is seeking grant funding from the Hurricane Harvey CDBG-MIT program for drainage improvements to address flooding in the South Shore area. The CDBG-MIT deadline for application submittal is October 28, 2020.

IV. Alternatives in order of Priority

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

A. Approve the submittal of the CDBG-MIT grant application for drainage improvements for the South Shore drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

B. Do not approve the submittal of the CDBG-MIT grant application for drainage improvements for the South Shore drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

V. Recommendation

Approve the submittal of the CDBG-MIT grant application for drainage improvements for the South Shore Street drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

VI. Fiscal Impact Report

Requested by:	Tesa Wrobleski FEMA Public Assistance Program Manager
Funding Source	GLO-CDBG-MIT (if funded) $54,309,999.00 $1,500,000 of potential G.O. Bonds, Water and Sewer CO's, and Infrastructure and Debt Service funds, and the Drainage Utility Fund

Respectfully Submitted

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

TX GLO CDBG-MIT PROGRAM
HURRICANE HARVEY STATE MITIGATION COMPETITION
SOUTHSHORE DRAINAGE PROJECT

Exiting Conditions:

The City of Galveston, located on Galveston Island, is the largest community in the United States established on a barrier island. The Gulf of Mexico forms the southern boundary, and Galveston Bay serves as the northern boundary of the city. This geographic location places the city in the top 10% of Texas jurisdictions with a high level of vulnerability to natural hazards as reflected in the GLO Composite Disaster Index (CDI) which ranks the level of community risk from natural hazards. The high CDI index is reflective of the frequent hurricanes, tropical storms, and tidal flooding originating in the Gulf of Mexico. These frequent events often create intense rainfall accompanied by high tides that cause severe flooding of the lower elevations on the island. After the 1900 Hurricane, the eastern portions of the island were raised behind a seawall which was completed in various phases from 1904 to 1961 while areas west of the seawall continue to retain the natural barrier island characteristics.

In addition to storm water run-off, sand is another contributor to the drainage system on Galveston Island. Galveston sand is very fine and easily gets airborne due to the prevailing onshore breeze. This sand is deposited over the areas directly adjacent to the beach side of the island and eventually drains into and gets deposited into the storm sewer system. The sand creates an on-going maintenance concern for the existing drainage system which is described by the city's Drainage Master Plan as begin undersized due to current evaluation criteria requiring a clean and debris free storm sewer infrastructure As the levels of sand and silt rise during natural events, the capacity of the current system often becomes over-burdened resulting in increased storm water runoff, ponding, and frequent flooding.

Reviews of original construction plans indicate that much of the system was constructed using monolithic box culverts and clay pipe inlet leads. Many of these inlet leads are smaller than 18-inches in diameter which are easily blocked by debris and silt that limit conveyance capacity. Bridge blocks, or small pipes that connect roadside gutters across intersections also contribute to inefficient storm water runoff in the urbanized areas of Galveston. These structures are sometimes square, or small concrete pipes (<15-inch) and generally serve areas where existing storm sewers do not exist.

Runoff in the in the city generally flows from south to north towards the Bay. Elevations in this area range from approximately 1 to 18-feet above sea level. As a result, the Southshore Drive improvement and service areas experience frequent flooding, inundation of storm sewers, and ponding in streets due to the flat topography, inadequate system capacity, and tidal backflow. This frequent flooding also impacts the primary evacuation route for the western area of island along 61st Street as well as access to critical community lifelines such as the Scholes Airport which is used for the air evacuation of residents during major storm events. In addition, the current capacity of the existing storm drain system is inadequate to control flooding during minor storms with has

resulted in the repetitive flooding of residential neighborhoods and loss of emergency vehicle access to these areas.

Proposed Scope:

The existing storm sewer system will be replaced and upgraded using the City's updated storm drainage criteria that now require a 25-year storm drainage capacity. The storm drainage system and the pump station will be designed such that water from a 100-year storm will be retained on the City's right-of-way. Additionally, the design will provide for at least one lane of emergency vehicle access in the event of a 25-year storm.

The drainage system for this project will be designed to funnel into its own independent network comprising of inlets and large diameter drainage pipes that outflow directly flowing south to north into the bay. The drainage basin acts as a funnel by collecting all the water within the area covered by the basin (hydraulic wall) in underground storm sewer systems and channeling it to a single point.

This project includes the construction of new storm drain systems general vicinity of the area bounded by Heards Lane, Stewart Road and Seawall Blvd.; and 69th Street and 57th Street. The project also includes storm drain connections to the side streets, leads and inlets at appropriate spacing, and restoration of pavement The improved storm drainage system will be designed to have capacity for a 25-year storm based on Atlas 14, and retain the water from a 100-year storm within the City's right of way. The storm inverts will vary from a depth between 10 and 25 feet.

In addition, the project improvement area includes an outfall pump station on English Bayou. Resiliency measures for the pump station include a finished floor elevation above the 500-year storm and SCADA controls for remote monitoring. The pump station will include an elevated control panel, a below- ground structure, pumps and equipment with sediment traps, a vortex chamber for removing solids, means to use gravity and pumping with weir controls and backflow valves, and a total capacity for the collection system area that reaches from Avenue N1/2 to Harborside Drive. The estimated flow for the proposed collection system and pump station is approximately 1,186 cubic feet per second (cfs). The proposed scope of work also includes incidental repairs to roadways as well as water and sanitary lines, which may be damaged during construction.

The design of the proposed systems will be completed in accordance with the City of Galveston smart sheet for capital projects of this nature. Upon completion of this project, the city will have the capacity to effectively control rainwater produced in a 100-year event within the city's right-of-way, and eliminate ponding/flooding of private property within the boundaries of the project improvement area. In addition, this project will significantly reduce flooding in project services area adjacent to the improvement area, prevent flooding on two main evacuation routes, provide critical access to community lifelines, and increase the City of Galveston's resiliency to flooding

from future events.

Project Location:

The project includes storm drainage improvements in the general vicinity of the area bounded by Heards Lane, Stewart Road and Seawall Blvd.; and 69th Street and 57th Street. Project improvements also include a pump station on English Bayou that will help reduce flooding in the project area and the surrounding areas. Improvements in this area will also benefit residents by improving egress during hurricanes and tidal flood events.

Attachment 1: Depicts the area of drainage improvements and service area for the South Shore Drainage Project.

Budget:

If awarded, the estimated budget for this project is $55,809,999.00 which will be funded by the GLO Hurricane Harvey State Mitigation Competition with grant dollars allocated by the U.S. Department of Housing and Urban Development for the CDBG-MIT Program. Of this amount, the city of Galveston will contribute $1,500,000 in match toward the project.

Project Schedule:

If the City is successful in obtaining the CDBG-MIT grant, the City anticipates starting the Engineering Design in the Spring of 2021. Construction is anticipated to start in early to mid-2022 and the timeline for construction is approximately 3 years.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PUBLIC COMMENT PROCESS SHOULD CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

EQUAL HOUSING OPPORTUNITY

The City of Galveston does not discriminate on the basis of race, color, national origin, sex, age, religion or disability, and provides, upon request, reasonable accommodation, including auxiliary aids and services, to afford an individual with a disability an equal opportunity to participate in all services, programs and activities. Towards this end, we continually strive to make our web platform friendly to screen readers and other accessibility-related software and provide accessible documents where possible.

ATTACHMENT 1

South Shore Drainage Project

Project Improvement and Service Area Map

CDBG-MIT South Shore Drainage Project Service Area Map

Printed on: 10/02/2020
By: City of Galveston
Information Technology Department

Source Credits:
City of Galveston, USGS, et al. - Basemap; Galveston Central Appraisal District (GCAD) - Street Centerlines; Census Bureau - 2010 Galveston County Block Groups (tl_2010_48167_bg_10) and DECENNIALSF12010.P1 _data_with_overlays table; City of Galveston - Evacuation Routes, Community Lifeline: UTMB, & Area of Drainage Improvements; Houston-Galveston Area Council - Airport

Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet
Units: Foot US

1 in = 1,000 feet
0 990 Feet

*This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations **only** and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.*

Legend
- South Shore Drainage Project Service Area: 6,794 Beneficiaries
- 2010 Census Block Groups*
- Evacuation Routes
- South Shore Drainage Project: Area of Drainage Improvements

*Numbers in the 2010 Census Block Groups polygons represent P1 - Total Population for each Census Block Group *(see Source Credits for Census file information)*

Community Lifelines
- University of Texas Medical Branch (UTMB) Facilities

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

October 14, 2020

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

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval the submittal of a grant application to the Texas General Land Office (GLO) for the Community Development Block Grant (CDBG) MIT for grant funding for drainage improvements to the 37th Street. Authorizing the City Manager to execute all necessary application documents for submittal.

I. Background

A. As a result of heavy rainfall and flooding from Hurricane Harvey throughout the State of Texas over an extended period of time in August 2017 the City is eligible to apply for funding from the Texas General Land Office (GLO).

B. The GLO is making funding available through the Community Development Block Grant MIT (CDBG-MIT) to communities affected by Hurricane Harvey.

C. The CDBG-MIT funding is eligible to impacted communities through a statewide competition.

D. The City may submit up to three (3) applications for local funding that meet the GLO CDBG-MITAction Plan, GLO Application Guide, as well as achieve one of HUD's National Objectives.

E. The current deadline for application submittal for the statewide competition is the October 28, 2020.

F. The current amount of funding available in the statewide competition is approximately 2.1 Billion.

G. The City entered into a contract with Plexos Group LLC on June 1, 2020 (COG-CON-20-075) to assist the City in the development of the Grant applications for the Hurricane Harvey CDBG-MIT statewide competition. There is no cost for the application preparation services for this effort.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

II. Current Situation

A. The proposed drainage improvement project for the 37th Street area includes the construction of new storm drain systems in the general vicinity bounded by Avenue N ½ and Harborside Drive; and 33rd and 41st Street.

B. The project improvement area includes an outfall pump station on the Galveston Ship Channel end of the proposed storm drain system located around Harborside Drive and 37th Street. Resiliency measures for the pump station include a finished floor elevation above the 500-year storm and SCADA controls.

C. The proposed project also includes storm drain connections to the side streets, leads and inlets at appropriate spacing, and restoration of pavement.

D. The estimated budget for this project, if awarded is $85,420,648.00 of which the City will contribute $1,000,000.

E. The schedule for the project, if awarded could begin as early as the spring of 2021 with the Design and Engineering phase. Construction under this schedule could begin early to mid-2022. The estimated construction duration to complete is 3 years.

F. The City, as required by the "City of Galveston CDBG-MIT Citizen Participation Plan" advertised a Public Notice and request for Public Comments in the Galveston Daily News on September 30, 2020. The City posted the Public Notice at City Hall, the City's website, Facebook, and on news flash.

III. Issues

The City is seeking grant funding from the Hurricane Harvey CDBG-MIT program for drainage improvements to address flooding in the South Shore area. The CDBG-MIT deadline for application submittal is October 28, 2020.

IV. Alternatives in order of Priority

A. Approve the submittal of the CDBG-MIT grant application for drainage improvements for the 37th Street drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

B. Do not approve the submittal of the CDBG-MIT grant application for drainage improvements for the 37th Street drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

V. Recommendation

Approve the submittal of the CDBG-MIT grant application for drainage improvements for the 37th Street drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

VI. Fiscal Impact Report

Requested by:	Tesa Wrobleski FEMA Public Assistance Program Manager
Funding Source	GLO-CDBG-MIT (if funded) $84,420,648.00 $1,000,000 of potential G.O. Bonds, Water and Sewer CO's, and Infrastructure and Debt Service funds, and Drainage Utility Fund

Respectfully Submitted

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

TX GLO CDBG-MIT PROGRAM
HURRICANE HARVEY STATE MITIGATION COMPETITION
37th STREET DRAINAGE PROJECT

Exiting Conditions:

The City of Galveston, located on Galveston Island, is the largest community in the United States established on a barrier island. The Gulf of Mexico forms the southern boundary, and Galveston Bay serves as the northern boundary of the city. This geographic location places the city in the top 10% of Texas jurisdictions with a high level of vulnerability to natural hazards as reflected in the GLO Composite Disaster Index (CDI) which ranks the level of community risk from natural hazards. The high CDI index is reflective of the frequent hurricanes, tropical storms, and tidal flooding originating in the Gulf of Mexico. These frequent events often create intense rainfall accompanied by high tides that cause severe flooding of the lower elevations on the island. After the 1900 Hurricane, the eastern portions of the island were raised behind a seawall which was completed in various phases from 1904 to 1961 while areas west of the seawall continue to retain the natural barrier island characteristics.

In addition to storm water run-off, sand is another contributor to the drainage system on Galveston Island. Galveston sand is very fine and easily gets airborne due to the prevailing onshore breeze. This sand is deposited over the areas directly adjacent to the beach side of the island and eventually drains into and gets deposited into the storm sewer system. The sand creates an on-going maintenance concern for the existing drainage system which is described by the city's Drainage Master Plan as being undersized due to current evaluation criteria requiring clean and debris free storm sewer infrastructure. As the levels of sand and silt rise during natural events, the capacity of the current system often becomes over-burdened resulting in increased storm water runoff, ponding, and frequent flooding.

Reviews of original construction plans indicate that much of the system was constructed under a two-year storm drainage capacity criterion using monolithic box culverts and clay pipe inlet leads. Many of these inlet leads are smaller than 18-inches in diameter which are easily blocked by debris and silt that limit conveyance capacity. Bridge blocks, or small pipes that connect roadside gutters across intersections also contribute to inefficient storm water runoff in the urbanized areas of Galveston. These structures are sometimes square, or small concrete pipes (<15-inch) and generally serve areas where existing storm sewers do not exist.

Runoff in the in the city generally flows from south to north towards the Bay. Elevations in this area range from approximately 1 to 18-feet above sea level. As a result, the 37th Street improvement and service areas experience frequent flooding, inundation of storm sewers, and ponding in streets due to the flat topography, inadequate system capacity, and tidal backflow. This frequent flooding also impacts two primary evacuation routes for the island along Broadway and Harborside as well as access to critical community lifelines such as the University of Texas Medical Branch (the county's only Level 1 Trauma Center), Galveston National Laboratory (GNL), and Island Community Center which serves as a transportation HUB for the evacuation of

residents during major disasters. In addition, the current capacity of the existing storm drain system is inadequate to control flooding during minor storms which has resulted in the repetitive flooding of residential neighborhoods and a temporary loss of emergency vehicle access to these areas.

Proposed Scope:

The existing storm sewer system will be replaced and upgraded using the City's updated storm drainage criteria that now require a 25-year storm drainage capacity. The storm drainage system and the pump station will be designed such that water from a 100-year storm will be retained on the City's right-of-way. Additionally, the design will provide for at least one lane of emergency vehicle access in the event of a 25-year storm.

The drainage system for this project will be designed to funnel into its own independent network comprising of inlets and large diameter drainage pipes that outflow flowing south to north into the bay. The drainage basin acts as a funnel by collecting all the water within the area covered by the basin (hydraulic wall) in underground storm sewer systems and channeling it to a single point.

This project includes the construction of new storm drain systems general vicinity of the area bounded by Avenue N 1/2 and Harborside Drive; and 33rd Street and 41st Street. The project also includes storm drain connections to the side streets, leads and inlets at appropriate spacing, and restoration of pavement The improved storm drainage system will be designed to have capacity for a 25-year storm based on Atlas 14, and retain the water from a 100-year storm within the City's right of way. The storm inverts will vary from a depth between 10 and 25 feet.

In addition, the project improvement area includes an outfall pump station on the Galveston Ship Channel end of the proposed storm drain system located around Harborside Dr. and 37th Street. Resiliency measures for the pump station include a finished floor elevation above the 500-year storm and SCADA controls for remote monitoring. The pump station will include an elevated control panel, a below- ground structure, pumps and equipment with sediment traps, a vortex chamber for removing solids, means to use gravity and pumping with weir controls and backflow valves, and a total capacity for the collection system area that reaches from Avenue N1/2 to Harborside Drive. The estimated flow for the proposed collection system and pump station is approximately 1,024 cubic feet per second (cfs). The proposed scope of work also includes incidental repairs to roadways as well as water and sanitary lines, which may be damaged or require relocation during construction.

The design of the proposed systems will be completed in accordance with the City of Galveston smart sheet for capital projects of this nature. Upon completion of this project, the city will have the capacity to effectively control rainwater produced in a 100-year event within the city's right-of-way and eliminate ponding/flooding of private property within the boundaries of the project improvement area. In addition, this project will significantly reduce flooding in project services area adjacent to the improvement area, prevent flooding on two main evacuation routes, provide

critical access to community lifelines, and increase the City of Galveston's resiliency to flooding from future events.

Project Location:

The project includes storm drainage improvements in the general vicinity of the area bounded by Avenue N1/2 and Harborside Drive; and 33rd Street and 41st Street. Project improvements also include a pump station around 37th Street and Harborside that will help reduce flooding in the project area and the surrounding areas. Improvements in this area will also benefit residents by improving egress during hurricanes and tidal flood events on the city's major evacuation routes along Harborside and Broadway.

Attachment 1: Depicts the area of drainage improvements and service area for the 37th Street Project.

Budget:

If awarded, the estimated budget for this project is $85,420,648.00 which will be funded by the GLO Hurricane Harvey State Mitigation Competition with grant dollars allocated by the U.S. Department of Housing and Urban Development for the CDBG-MIT Program. Of this amount, the city of Galveston will contribute $1,000,000 in match toward the project.

Project Schedule:

If the City is successful in obtaining the CDBG-MIT grant for this project, the City anticipates starting the Engineering Design in the Spring of 2021. Construction is anticipated to start in early to mid-2022 and the timeline for construction is approximately 3 years.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PUBLIC COMMENT PROCESS SHOULD CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

EQUAL HOUSING OPPORTUNITY

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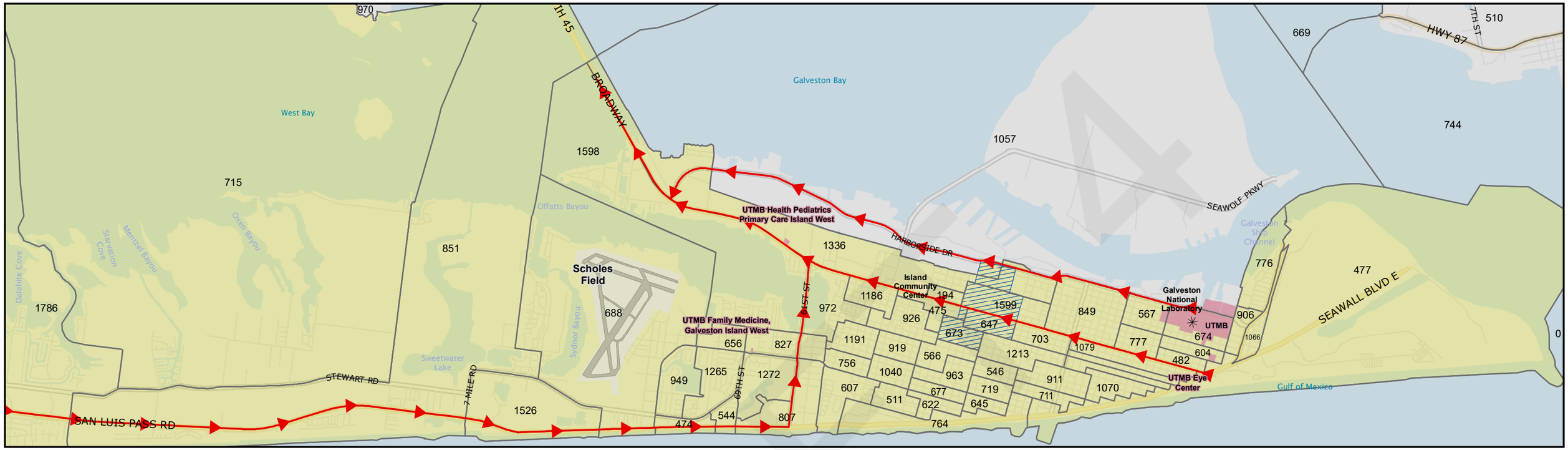
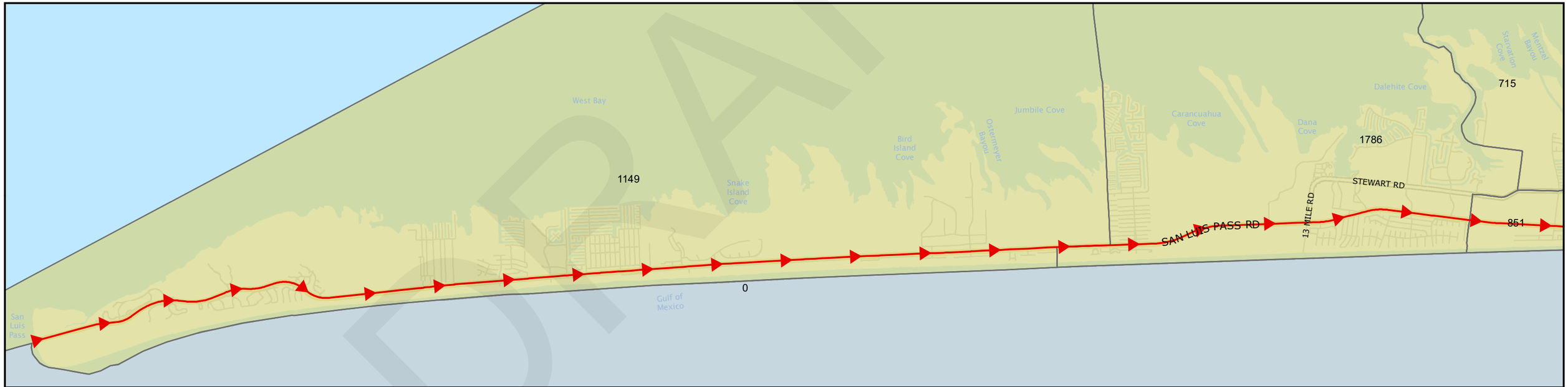
ATTACHMENT 1

37th Street Drainage Project

Project Improvement and Service Area Map





CDBG-MIT 37th Street Drainage Project Service Area Map

Printed on: 09/29/2020
By: City of Galveston
Information Technology Department

Source Credits:
City of Galveston, USGS, et al. - Basemap; Galveston Central Appraisal District (GCAD) - Street Centerlines; Census Bureau - 2010 Galveston County Block Groups (tl_2010_48167_bg_10) and DECENNIALSF12010.P1 _data_with_overlays table; City of Galveston - Evacuation Routes, Community Lifelines: UTMB, GNL, Community Center (GCAD parcel-based), & Area of Drainage Improvements; Houston-Galveston Area Council - Airport

Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet
Units: Foot US

1 in = 5,000 feet
0 — 5,000 Feet

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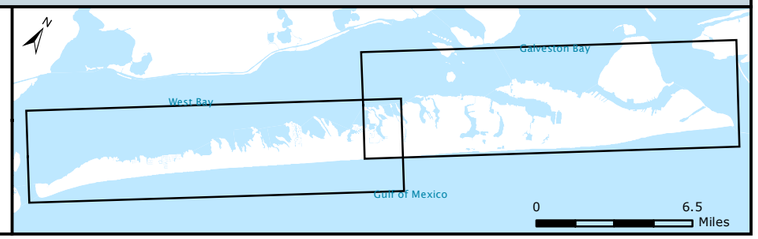
Legend

- 37th Street Drainage Project Service Area: 47,669 Beneficiaries
- 37th Street Drainage Project Service Area: Partial Block Group
- 2010 Census Block Groups*
- Evacuation Routes
- 37th Street Drainage Project: Area of Drainage Improvements

*Numbers in the 2010 Census Block Groups polygons represent P1 - Total Population for each Census Block Group
(see Source Credits for Census file information)

Community Lifelines

- Galveston National Laboratory
- University of Texas Medical Branch (UTMB) Facilities
- Island Community Center
- Scholes Airport



City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

October 12, 2020

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

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval the City of Galveston Community Development Block Grant Mitigation (CDBG-MIT) Residential Anti-Displacement and Relocation Assistance Plan.

I. Background

A. As a result of heavy rainfall and flooding from Hurricane Harvey throughout the State of Texas over an extended period of time in August 2017 the City is eligible to apply for funding from the Texas General Land Office (GLO).

B. The GLO is making funding available through the Community Development Block Grant (CDBG-MIT) statewide through a competitive competition grant process to communities affected by Hurricane Harvey.

C. The current deadline for the statewide completion is October 28, 2020.

D. The City is currently preparing to submit three (3) project applications for submittal (maximum submittals allowed).

II. Current Situation

A. The Texas General Land Office (GLO) administers Community Development Block Grant Mitigation (CDBG-MIT) funds allocated to Texas by the U.S. Department of Housing and Urban Development (HUD).

B. As part of the administration of CDBG-MIT funds, the GLO is required to implement plans to minimize displacement and ensure program accessibility as outlined in HUD's CDBG-MIT Federal Register (FR) Notice (84 FR 45838 published August 30, 2019). This requirement requires grantees to adopt and implement plans to minimize displacement of persons or entities, and assist any persons or entities displaced through its mitigation activities (except for

Tesa Wrobleski, FEMA Public Assistance Program Manager
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mitigation through voluntary buyout activities that are_designed to move households out of harm's way).

C. In order to receive CDBG-MIT funding, sub-recipients of CDBG-MIT funding must also comply with these FR requirements as well as those specified in 24 CFR 570.606 (b-g) 486 and the GLO CDBG-MIT Application Guide This is achieved by adopting a Residential Anti-Displacement and Relocation Assistance Plan to minimize adverse impacts on persons of low- and moderate-income resulting from acquisition, rehabilitation, and/or demolition activities assisted with funds provided under Title 1 of the Housing and Community Development (HCD) Act of 1974, as amended, as described in 24 CFR 570.606 (b-g).

III. Issues

The City is required to provide documentation that the City of Galveston has an approved Residential Anti-Displacement and Relocation Assistance Plan for all projects that receive CDBG-MIT funding.

IV. Alternatives in order of Priority

A. Approve the City of Galveston CDBG-MIT Residential Anti-Displacement and Relocation Assistance Plan.

B. Do Not Approve the City of Galveston CDBG-MIT Residential Anti-Displacement and Relocation Assistance Plan.

V. Recommendation

Approve the City of Galveston CDBG-MIT Residential Anti-Displacement and Relocation Assistance Plan.

VI. Fiscal Impact Report

Requested by:	Tesa Wrobleski FEMA Public Assistance Program Manager
Funding Source	No Cost for implementation

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Respectfully Submitted

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

City of Galveston CDBG-MIT Residential Anti-Displacement and Relocation Assistance Plan

It shall be the policy of the City of Galveston to follow the plan described below to minimize adverse impacts on persons of low-and-moderate income resulting from acquisition, rehabilitation, and/or demolition activities assisted with funds provided under Title 1 of the Housing and Community Development (HCD) Act of 1974, as amended, as described in 24 CFR 570.606(b-g).

Every effort will be made to minimize temporary or permanent displacement of persons due to the delivery of the Housing and Urban Development (HUD) Community Development Block Grant-Mitigation (CDBG-MIT) Programs administered by the City of Galveston. The City plans to exercise some of the waivers set forth in Federal Register Vol. 84, 45838 (August 30, 2019) pertaining to the Uniform Relocation Assistance Act (URA) and HCDA priority that communities engage in activities to avert repeated flood damage and to improve floodplain management and planning.

HUD has waived the one-for-one replacement requirement to the extent that URA assistance does not have to be extended to 60 months for lower income displaced persons typically required under 104(d) of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5304(d)). Further, the waiver also waives the requirement to provide one-for-one replacement for lower income dwelling units that are damaged by the disaster and not suitable for rehabilitation. This change will simplify implementation while preserving statutory protections for persons displaced by projects assisted with CDBG disaster recovery grant funds. However, if the property that is acquired or demolished is an occupiable lower-income dwelling, but will not be used for low/moderate income housing under 104(d) of the Housing and Community Development Act of 1974, as amended, the displacement and relocation plan shall provide that before obligating and spending funds that will directly result in such demolition and/or conversion, the following information will be submitted and made public by the City:

a. A description of the proposed activity;

EQUAL HOUSING OPPORTUNITY

b. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be demolished or converted to a use other than as low and moderate-income dwelling units as a direct result of the assisted activity;

c. A time schedule for the commencement and completion date of the demolition or conversion;

d. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the submission shall identify the general location on an area map and the approximate number of dwelling units by size and information identified the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as it is available;

e. The source of funding and a time schedule for the provision of replacement dwelling units;

f. The basis for concluding that each replacement dwelling unit will remain a low and moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy;

g. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the needs assessment contained in the city's HUD approved consolidated plan and that the proposed replacement is consistent with the housing needs of lower income households in the jurisdiction.

EQUAL HOUSING OPPORTUNITY

h. Persons displaced shall be relocated into comparable replacement housing that is decent, safe, and sanitary, adequate in size to accommodate the occupants, functionally equivalent, and in an area not subject to unreasonably adverse environmental conditions.

i. Comparable replacement housing will be provided in the community within three (3) years of the commencement date of the demolition, rehabilitation, and/or conversion;

I. DEFINITIONS

A. **"Standard Condition"** means a housing unit that meets standard set forth in the Section 8 Program for Housing Quality Standards (HQS) (24 CFR 982.401) and all City and local codes and zoning ordinances.

B. "**Substandard suitable for rehabilitation"** means a housing unit, or in the case of multiple unit buildings the building or buildings containing the housing units, which have a least three major systems in need of replacement or repair and the estimated cost of making the needed replacements and the repairs is less than 50% of new construction of a comparable unit or units.

C. "**Not suitable for rehabilitation"** means a housing unit(s) with substandard conditions that threaten the health and safety of its occupants which is not financially or structurally feasible for rehabilitation. Generally, the estimated cost of making repairs to the unit is more than 50% of new construction of a comparable unit or units.

D. **"Comparable replacement dwelling unit"** means a dwelling unit that:

1. Meets the criteria of 49 CFR 24.2(a)(6)(i-ix); and

2. Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 5.628 after taking into account any rental assistance the household would receive.

E. **"Low-income dwelling unit"** means a dwelling unit with a market rental rate (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.

F. "**Demonstrable Hardship"** is defined as a substantial change in an applicant's situation that prohibits or severely affects their ability to provide a minimal standard of living or the basic necessities of life including food, housing, clothing, and transportation without causing economic distress well beyond mere inconvenience as shown by objective evidence.

RELOCATION ASSISTANCE

To minimize confusion and ensure uniform and equitable treatment, the URA and its implementing regulations shall be the sole standard for the City. The requirements at Section 104(d)(2)(A) and 24 CFR 42.350 are waived to the extent they differ from URA and 49 CFR part 24, as it relates to mitigation activities. Therefore, the City has chosen to utilize the following waivers provided by HUD to ease the burden in providing relocation assistance.

Arm's Length Voluntary Purchases: The acquisition requirements of URA and implementing regulations are waived so they do not apply to an arm's length voluntary purchase carried out by a person who does not have the authority to acquire by power of eminent domain, in connection with the purchase and occupancy of a principal residence by that person. The failure to suspend these requirements would impede disaster recovery and may result in windfall payments.

Tenant-Based Rental Assistance: The URA implementing regulations 204 & 205, along with 49 CFR 24.2(a)(6)(ix) and 24.402(b), are waived to the extent necessary to permit the City to meet all or a portion of its replacement housing financial assistance obligation to a displaced renter by offering rental housing through a Tenant Based Rental Assistance (TBRA) housing program subsidy (e.g., Section 8 rental voucher or certificate), provided the tenant also receives referrals to suitable, available rental replacement dwellings in accordance with 49 CFR 24.204(a), where the owner is willing to participate in the TBRA program, and the period of authorized assistance is at least 42 months. Failure to grant this waiver may impede disaster recovery whenever TBRA program subsidies are available but funds for cash relocation assistance are limited. This waiver provides an additional relocation resource option.

Minimizing Displacement

Consistent with the goals and objectives of activities assisted under the Act, the city will take the following steps to minimize the displacement of eligible households:

1. All public facilities projects (water, sewer, gas, etc.) will be designed so that there will be minimal or no displacement of any residences or business;

2. No homes will be demolished that can be reasonably rehabilitated outside of a disaster buyout area.

3. Provide counseling and referral services to assist displaced homeowners and renters in finding alternative housing in the affected neighborhood or other suitable neighborhoods; and

4. Work with area landlords and real estate brokers to locate vacancies for housing facing displacement.

EQUAL HOUSING OPPORTUNITY

CERTIFICATION OF COMPLIANCE

The City of Galveston does not anticipate that there will be any permanent displacement or relocation activities required for the CDBG-MIT program. Should an unforeseen need arise, the City certifies that it will comply with the Uniform Relocation Act and Section 104 (d) of the Housing and Community Development Act of 1974, as amended and modified in Federal Register Vol. 84, 45838 (August 30, 2019). The City of Galveston hereby adopts this Residential Anti-Displacement and Relocation Assistance Plan for the projects funded under the Community Block Grant-Mitigation Program.

On behalf of the City of Galveston:

_____ _____

Daniel J. Buckley, Deputy City Manager Date

EQUAL HOUSING OPPORTUNITY

Residential Anti-displacement

and

Relocation Assistance Plan

Revision History:

Version	Date	Page	Description
Version 1	9.13.20		

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

October 14, 2020

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

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval the submittal of a grant application to the Texas General Land Office (GLO) for the Community Development Block Grant (CDBG) MIT for grant funding for drainage improvements to the 51st street drainage system. Authorizing the City Manager to execute all necessary application documents for submittal.

I. Background

A. As a result of heavy rainfall and flooding from Hurricane Harvey throughout the State of Texas over an extended period of time in August 2017 the City is eligible to apply for funding from the Texas General Land Office (GLO).

B. The GLO is making funding available through the Community Development Block Grant MIT (CDBG-MIT) to communities affected by Hurricane Harvey.

C. The CDBG-MIT funding is eligible to impacted communities through a statewide competition.

D. The City may submit up to three (3) applications for local funding that meet the GLO CDBG-MITAction Plan, GLO Application Guide, as well as achieve one of HUD's National Objectives.

E. The current deadline for application submittal for the statewide competition is the October 28, 2020.

F. The current amount of funding available in the statewide competition is approximately 2.1 Billion.

G. The City entered into a contract with Plexos Group LLC on June 1, 2020 (COG-CON-20-075) to assist the City in the development of the grant applications for the Hurricane Harvey CDBG-MIT statewide competition. There is no cost for the application preparation services for this effort.

Tesa Wrobleski, FEMA Public Assistance Program Manager
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II. Current Situation

A. The proposed drainage improvement project for the area of 51st street includes the construction of new storm drain systems in the general vicinity bounded by Stewart Avenue and Harborside Drive; and 59th Street and 41st Street.

B. The project improvement area includes an outfall pump station on the Galveston Ship Channel end of the proposed storm drain system located at Harborside Dr. and 51st Street. Resiliency measures for the pump station include a finished floor elevation above the 500-year storm and SCADA controls.

C. The proposed project also includes storm drain connections to the side streets, leads and inlets at appropriate spacing, and restoration of pavement.

D. The estimated budget for this project, if awarded is $88,808,882.00 of which the City will contribute $1,500,000.

E. The schedule for the project, if awarded could begin as early as the spring of 2021 with the Design and Engineering phase. Construction under this schedule could begin early to mid-2022. The estimated construction duration to complete is 3 years.

F. The City, as required by the "City of Galveston CDBG-MIT Citizen Participation Plan" advertised a Public Notice and request for Public Comments in the Galveston Daily News on September 30, 2020. The City posted the Public Notice at City Hall, the City's website, Facebook, and on news flash.

III. Issues

The City is seeking grant funding from the Hurricane Harvey CDBG-MIT program for drainage improvements to address flooding in the area of 51st Street. The CDBG-MIT deadline for application submittal is October 28, 2020.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

IV. Alternatives in order of Priority

A. Approve the submittal of the CDBG-MIT grant application for drainage improvements for the 51st Street drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

B. Do not approve the submittal of the CDBG-MIT grant application for drainage improvements for the 51st Street drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

V. Recommendation

Approve the submittal of the CDBG-MIT grant application for drainage improvements for the 51st Street drainage area. Authorizing the City Manager to execute all necessary application documents for submittal.

VI. Fiscal Impact Report

Requested by:	Tesa Wrobleski FEMA Public Assistance Program Manager
Funding Source	GLO-CDBG-MIT (if funded) $87,308,882.00 $1,500,000 of potential G.O. Bonds, Water and Sewer CO's, and Infrastructure and Debt Service funds, and Drainage Utility Fund

Respectfully Submitted

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

TX GLO CDBG-MIT PROGRAM
HURRICANE HARVEY STATE MITIGATION COMPETITION
51st STREET DRAINAGE PROJECT

Exiting Conditions:

The City of Galveston, located on Galveston Island, is the largest community in the United States established on a barrier island. The Gulf of Mexico forms the southern boundary, and Galveston Bay serves as the northern boundary of the city. This geographic location places the city in the top 10% of Texas jurisdictions with a high level of vulnerability to natural hazards as reflected in the GLO Composite Disaster Index (CDI) which ranks the level of community risk from natural hazards. The high CDI index is reflective of the frequent hurricanes, tropical storms, and tidal flooding originating in the Gulf of Mexico. These frequent events often create intense rainfall accompanied by high tides that cause severe flooding of the lower elevations on the island. After the 1900 Hurricane, the eastern portions of the island were raised behind a seawall which was completed in various phases from 1904 to 1961 while areas west of the seawall continue to retain the natural barrier island characteristics.

In addition to storm water run-off, sand is another contributor to the drainage system on Galveston Island. Galveston sand is very fine and easily gets airborne due to the prevailing onshore breeze. This sand is deposited over the areas directly adjacent to the beach side of the island and eventually drains into and gets deposited into the storm sewer system. The sand creates an on-going maintenance concern for the existing drainage system which is described by the city's Drainage Master Plan as begin undersized due to current evaluation criteria requiring a clean and debris free storm sewer infrastructure As the levels of sand and silt rise during natural events, the capacity of the current system often becomes over-burdened resulting in increased storm water runoff, ponding, and frequent flooding.

Reviews of original construction plans indicate that much of the system was constructed using monolithic box culverts and clay pipe inlet leads. Many of these inlet leads are smaller than 18-inches in diameter which are easily blocked by debris and silt that limit conveyance capacity. Bridge blocks, or small pipes that connect roadside gutters across intersections also contribute to inefficient storm water runoff in the urbanized areas of Galveston. These structures are sometimes square, or small concrete pipes (<15-inch) and generally serve areas where existing storm sewers do not exist.

Runoff in the in the city generally flows from south to north towards the Bay. Elevations in this area range from approximately 1 to 18-feet above sea level. As a result, the 51st Street improvement and service areas experience frequent flooding, inundation of storm sewers, and ponding in streets due to the flat topography, inadequate system capacity, and tidal backflow. This frequent flooding also impacts two primary evacuation routes for the island along Broadway and Harborside as well as access to critical community lifelines such as the University of Texas Medical Branch (the county's only Level 1 Trauma unit), Galveston National Laboratory (GNL), and Island Community Center which serves as a transportation HUB for the evacuation of residents during major disasters. In addition, the current capacity of the existing storm drain system is

inadequate to control flooding during minor storms with has resulted in the repetitive flooding of residential neighborhoods and loss of emergency vehicle access to these areas.

Proposed Scope:

The existing storm sewer system will be replaced and upgraded using the City's updated storm drainage criteria that now require a 25-year storm drainage capacity. The storm drainage system and the pump station will be designed such that water from a 100-year storm will be retained on the City's right-of-way. Additionally, the design will provide for at least one lane of emergency vehicle access in the event of a 25-year storm.

The drainage system for this project will be designed to funnel into its own independent network comprising of inlets and large diameter drainage pipes that outflow directly flowing south to north into the bay. The drainage basin acts as a funnel by collecting all the water within the area covered by the basin (hydraulic wall) in underground storm sewer systems and channeling it to a single point.

This project includes the construction of new storm drain systems general vicinity of the area bounded by Stewart Avenue and Harborside Drive; and 59th Street and 41st Street. The project also includes storm drain connections to the side streets, leads and inlets at appropriate spacing, and restoration of pavement The improved storm drainage system will be designed to have capacity for a 25-year storm based on Atlas 14, and retain the water from a 100-year storm within the City's right of way. The storm inverts will vary from a depth between 10 and 25 feet.

In addition, the project improvement area includes an outfall pump station on the Galveston Ship Channel end of the proposed storm drain system located at Harborside Dr. and 51st Street. Resiliency measures for the pump station include a finished floor elevation above the 500-year storm and SCADA controls for remote monitoring. The pump station will include an elevated control panel, a below- ground structure, pumps and equipment with sediment traps, a vortex chamber for removing solids, means to use gravity and pumping with weir controls and backflow valves, and a total capacity for the collection system area that reaches from Avenue O to Harborside Drive. The estimated flow for the proposed collection system and pump station is approximately 1,800 cubic feet per second (cfs). The proposed scope of work also includes incidental repairs to roadways as well as water and sanitary lines, which may be damaged during construction.

The design of the proposed systems will be completed in accordance with the City of Galveston smart sheet for capital projects of this nature. Upon completion of this project, the city will have the capacity to effectively control rainwater produced in a 100-year event within the city's right-of-way and eliminate ponding/flooding of private property within the boundaries of the project improvement area. In addition, this project will significantly reduce flooding in project services

area adjacent to the improvement area, prevent flooding on two main evacuation routes, provide critical access to community lifelines, and increase the City of Galveston's resiliency to flooding from future events.

Project Location:

The project includes storm drainage improvements in the general vicinity of the area bounded by Stewart Avenue and Harborside Drive; and 59th Street and 41st Street. Project improvements also include a pump station at 51st Street and Harborside that will help reduce flooding in the project area and the surrounding areas. Improvements in this area will also benefit residents by improving egress during hurricanes and tidal flood events on the city's major evacuation routes along Harborside and Broadway.

Attachment 1: Depicts the area of drainage improvements and service area for the 51st Street Project.

Project Budget:

If awarded, the estimated budget for this project is $88,808,882.00 which will be funded by the GLO Hurricane Harvey State Mitigation Competition with grant dollars allocated by the U.S. Department of Housing and Urban Development for the CDBG-MIT Program. Of this amount, the city of Galveston will contribute $1,500,000 in match toward the project.

Project Schedule:

If the City is successful in obtaining the CDBG-MIT grant, the City anticipates starting the Engineering Design in the Spring of 2021. Construction is anticipated to start in early to mid-2022 and the timeline for construction is approximately 3 years.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PUBLIC COMMENT PROCESS SHOULD CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

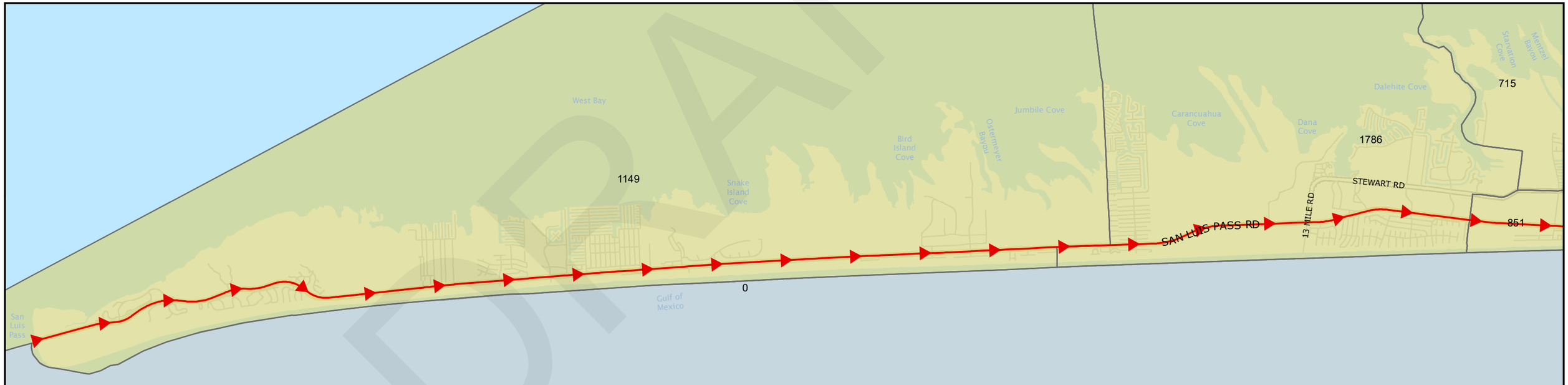
EQUAL HOUSING OPPORTUNITY

The City of Galveston does not discriminate on the basis of race, color, national origin, sex, age, religion or disability, and provides, upon request, reasonable accommodation, including auxiliary aids and services, to afford an individual with a disability an equal opportunity to participate in all services, programs and activities. Towards this end, we continually strive to make our web platform friendly to screen readers and other accessibility-related software and provide accessible documents where possible.

ATTACHMENT 1

51st Street Drainage Project

Project Improvement and Service Area Map



CDBG-MIT 51st Street Drainage Project Service Area Map

Printed on: 09/29/2020
By: City of Galveston
Information Technology Department

Source Credits:
City of Galveston, USGS, et al. - Basemap; Galveston Central Appraisal District (GCAD) - Street Centerlines; Census Bureau - 2010 Galveston County Block Groups (tl_2010_48167_bg_10) and DECENNIALSF12010.P1 _data_with_overlays table; City of Galveston - Evacuation Routes, Community Lifelines: UTMB, GNL, Community Center (GCAD parcel-based), & Area of Drainage Improvements; Houston-Galveston Area Council - Airport

Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet
Units: Foot US

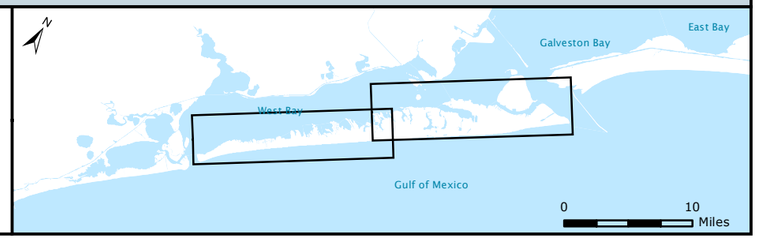
1 in = 5,000 feet
Feet
0 5,000

*This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations **only** and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.*

Legend
- 51st Street Drainage Project Service Area: 47,669 Beneficiaries
- 51st Street Drainage Project Service Area: Partial Block Group
- 2010 Census Block Groups*
- Evacuation Routes
- 51st Street Drainage Project: Area of Drainage Improvements

*Numbers in the 2010 Census Block Groups polygons represent P1 - Total Population for each Census Block Group
(see Source Credits for Census file information)

Community Lifelines
- Galveston National Laboratory
- University of Texas Medical Branch (UTMB) Facilities
- Island Community Center
- Scholes Airport



City of Galveston

DEPARTMENT OF DISASTER RECOVERY

October 13, 2020

To: Brian Maxwell, City Manager

From: Tesa Wrobleski, FEMA Public Assistance Program Manager
Hon. Mayor and City Council Members

RE: Consider approval of DCMC Partners Task Order #5 authorizing the expenditure of an amount not to exceed $25,000 for Technical Assistance and disaster consulting services related to BRIC project and application development activities. Authorize the City Manager to sign all necessary documents upon final approval by the City Attorney.

I. Background

The City of Galveston entered into contract with DCMC, LLC. Dba DCMC Partners (Company) on October 31, 2018 for disaster consulting services.

II. Current Situation

A. City Council approved entering into a disaster consulting services contract #18-149 proposed by DCMC Partners, per RFP 18-30, for disaster consulting services on October 25, 2018. Task Order #5 is governed by the terms and conditions set forth in the aforementioned DCMC Partners contract. The City needs DCMC Partners to assist with technical issues as related to project and application development for FEMA's new hazard mitigation funding program, Building Resilient Infrastructure and Communities (BRIC).

B. Due to the complexity and newness of the funding source, DCMC will work with the FEMA Public Assistance Program Manager to develop BRIC projects and application packages on behalf the City.

C. The City intends to submit two projects under the BRIC program. These projects will be defined during the grant development process and will be a focused on the continuing efforts of the City to address critical drainage issues.

D. Complete BRIC application packages must be submitted to TDEM no later than December 01, 2020.

II. Issues

The approval of DCMC Partners Task Order #5 for a not to exceed $25,000 to assist the in-house FEMA Public Assistance Program Manager as needed with BRIC project and application development.

1. Funding Source - $25,000 – Drainage Utility Fund
2. Timing – The need is immediate to meet the December 1, 2020 application deadline
3. Impact or Ramifications – Due to the complexity of the application process, the use of an outside resource will greatly improve the quality of the City's application.

III. Alternatives in order of priority

A. Approval of DCMC Task Order #5.
   1. Funding Source – The not to exceed cost of $25,000 will be paid from the Drainage Utility Fund.
   2. Timing – Immediate effort needed for the development of projects and application packages for BRIC mitigation projects due December 1, 2020.

B. Do not approve the Agreement with DCMC Partners.
   1. Cost – No Additional cost at this time.
   2. Timing – The possible delay in receiving funds or loss in identifying grant funding opportunities.
   3. Impact or Ramifications – The City may not have the outside expertise to assist with the project and application development or Technical Assistance resulting in the loss of this grant funding opportunity.

IV. Recommendation

Concur with Alternative A and approve the not to exceed amount of $25,000 for Disaster Consulting Services.

V. Fiscal Impact Report

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Requested by: Tesa Wrobleski, FEMA Public Assistance Program Manager

Funding Source: $25,000 – Drainage Utility Fund

Respectfully Submitted

Tesa Wrobleski

Tesa Wrobleski
FEMA PA Program Manager

DCMC PARTNERS
CONFIDENCE DURING CRISIS

515 Braxton Place, Alexandria, VA 22301
24/7 Support: 1.855.CRISIS-8 (1.855.274.7478)

October 13, 2020

Tesa Wrobleski, Disaster Recovery
City of Galveston
825 Rosenberg Street
Galveston, TX 77550

Dear Ms. Wrobleski –

On behalf of DCMC Partners, I am pleased to provide you with this task order for hazard mitigation project and application development and initial grant management for the upcoming cycle of FEMA's non-disaster grant programs, including Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC) and any potential new federal disaster declarations. This task order is based on the awarded contract between the City of Galveston and DCMC, LLC (dba DCMC Partners), signed October 04, 2018.

DCMC Partners is a crisis management and public safety consulting firm that helps public and private organizations approach the unknown with confidence. Our firm brings extensive experience managing and implementing the FEMA Public Assistance (PA) and Hazard Mitigation Grant (HMGP) programs, including helping clients across the country obtain and keep well over $21 billion in FEMA funding, plus billions more from other federal agencies and insurance. We have managed recovery efforts and solved many of the most challenging and complex problems standing in their way, securing literally billions of dollars more assistance for our clients than FEMA originally offered through our efforts. DCMC Partners has an extensive background working with municipalities to develop public assistance claims. Currently, members of the DCMC Partners are currently working with impacted communities throughout Texas.

DCMC Partners understands the City of Galveston is seeking technical assistance from DCMC Partners in the development of up to two (2) hazard mitigation grant applications through the BRIC program as directed by the City. DCMC Partners will provide additional technical assistance, at the City's request, in seeking additional funding opportunities to promote resiliency. To support this need, DCMC proposes engaging one of our Senior Recovery Specialists, Rick Patterson, as your point of contact to manage the work. The proposed scope will allow for:

- project identification and development;
- data and documentation collection;
- application development (including any required BCA and EHP work);
- application submission to TDEM;
- TDEM/FEMA RFI response development and management; and
- pre-award grant management activities (including management cost set up and pre-award cost tracking).

This work would be initiated based on authorization from the City.

To provide the services and deliverables described above, DCMC Partners proposes a cost not to exceed $25,000. This estimate is based on the attached budget to perform the work described, utilizing the rate sheet contained in our proposal. DCMC will only bill for work actually performed.

DCMC Partners appreciates the opportunity to provide continued support the City of Galveston with its mitigation efforts. After you have considered this task order, we would be happy to discuss any questions you may have. We look forward to continuing our successful relationship with the City. If you would like to discuss this proposal, please contact me.

Sincerely,

Barry W. Scanlon, President
DCMC Partners
bscanlon@dcmcpartners.com
(570) 233-3137

ENGAGEMENT AUTHORIZATION

By signing below, City of Galveston("Client") agrees to the described scope of work and authorizes DCMC, LLC (dba DCMC Partners – "Consultant") to proceed with work necessary under this engagement. The signatory also stipulates that he/she is authorized to sign on behalf of Client and to commit the necessary funds to pay for completion of the project.

_____

Authorized Signature

_____

Printed Name

_____

Title

_____

Date

City of Galveston

Task Order # 5

CONTRACT TITLE	HOURLY RATE, PER CONTRACT	Hourly Rate, with expenses per contract	ESTIMATED HOURS FOR BUDGETING PURPOSES								EST. LABOR COST	EST. ESPENSES	TOTAL COST
			Sep-20	*Oct-20*	*Nov-20*	*Dec-20*	*Jan-21*	*Feb-21*	*Mar-21*	*Apr-21*			
Development of BRIC Application for Drainage Improvement Grant													
Principal	$ 189.00	$ 212.00			1						$ 189.00		$ 189.00
Project Manager	$ 154.00	$ 180.00		5	10	4	2				$ 3,234.00		$ 3,234.00
Subject Matter Expert	$ 142.00	$ 168.00		20	90	12	10				$ 18,744.00		$ 18,744.00
Mitigation Specialist	$ 138.00	$ 160.00			20						$ 2,760.00		$ 2,760.00
	TOTAL										**$ 24,927.00**	**$ -**	**$ 24,927.00**

The staffing plan and budget described above is hereby approved by the City of Galveston ("Client"), and DCMC Partners ("Consultant") is hereby authorized to continue and complete necessary work per terms of the contract between Client and Consultant. For estimating purposes, the hourly rate is used. When available, DCMC Partners will use local resources on this job. If a resource is needed that will result in travel, the City will be notified prior to deployment. Additional Task Orders may be required, depending on the level of engagement requested by the client, complexity of the work to be done, and duration of the recovery project.

_____ Signature

_____ Printed Name

_____ Title

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - AUGUST 27, 2020

8/27/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
   With a quorum present, the meeting was called to order at 1:15 p.m.

2. ROLL CALL

   Present (via video conference): Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member John Listowski, and Council Member Dr. Jackie Cole.

   Absent: Council Member Jason Hardcastle.

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 - **MPT Brown and City Manager Brian Maxwell thanked staff for their efforts during the last week during Hurricane Laura. Mr. Maxwell provided a brief report on the storm. MPT Brown reported that some of today's items will be moved to the September 10th agenda.**

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. COMMUNICATIONS AND PETITIONS
   Claims: 20-069 - Rachel Gonzales; 20-070 - Casey Carl; 20-071 - Jessica Smith; 20-072 - Sandra Alexander.

6. PUBLIC HEARINGS

6.A. Resolution - Sandpiper Cove - 3916 Winnie Street

A Resolution Of The City Council Of The City Of Galveston, Texas, Expressing Its Support For The Application By Galveston 3916 Winnie Street, LP For Private Activity Bonds For Low-Income Housing Tax Credits At 3916 Winnie Street, In Galveston, Texas, 77550, Authorizing An Allocation Of Housing Tax Credits For The Approval Of The Rehabilitation Of The Development; Directing The City Secretary To Send A Certified And True Copy Of This Resolution To Representatives Of Galveston 3916 Winnie Street LP, For Inclusion In Its Application To The Texas Department Of Housing And Community Affairs For Private Activity Bonds For Low-Income Housing Tax Credits At 3916 Winnie Street, Galveston, Texas; Making Various Findings And Provisions Related To The Subject, And Providing For An Effective

Date (Legal)

Deferred.

6.B. Resolution - 5228 Broadway/Avenue J, 5100 Sealy/Avenue I And 5215 Winnie/Avenue G

Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Expressing Its Support For The Application By McCormack Baron Salazar, Inc., For Private Activity Bonds For Low-Income Housing Tax Credits At 5228 Broadway/Avenue J, 5100 Sealy/Avenue I And 5215 Winnie/Avenue G, In Galveston, Texas, 77550, Authorizing An Allocation Of Housing Tax Credits For The Approval Of The New Construction Of The Development; Directing The City Secretary To Send A Certified And True Copy Of This Resolution To Representatives Of McCormack Baron Salazar, Inc., For Inclusion In Its Application To The Texas Department Of Housing And Community Affairs For Private Activity Bonds For Low-Income Housing Tax Credits At 5228 Broadway/Avenue J, 5100 Sealy/Avenue I And 5215 Winnie/Avenue G, Galveston, Texas; Making Various Findings And Provisions Related To The Subject, And Providing For An Effective Date. (Legal)

City Attorney Don Glywasky provided staff comments. The public hearing was opened; with no comments, the public hearing was closed. Motion was made by CM Listowski, second by CM Bly, to approve Resolution No. 20-029. Unanimously approved.

7. PUBLIC COMMENT
None.

8. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating A Presiding Councilmember Who Will Act In The Event Of Unavailability Of The Mayor Pro Tem; Providing For That Designation To Continue Until The Position Of Mayor Has Been Filled By Election And The Winner Has Qualified For Office; Providing For A Method To Determine Unavailability Of The Mayor Pro Tem; Providing For A Severability Clause; Providing An Open Meetings Clause; Providing A Savings Clause; Declaring Findings Of Fact; And Providing For An Effective Date. (Brown)

Ordinance No. 20-050 was read by caption. Motion was made by CM Collins, second by CM Cole, designating CM Bly as the presiding Council Member who will act in the event of unavailability of the Mayor Pro Tem. Unanimously approved.

Supplemental Agenda Item - 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 Threat Posed By Hurricane Marco And Tropical Storm Laura To The City Of Galveston; Extending The State Of Emergency Ordered By Mayor Pro Tem Brown, Extending Various Emergency Order Issued By The Mayor Pro Tem; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date. (Legal)

Ordinance No. 20-051 was read by caption. Motion was made by CM Collins, second by CM Cole, to approve the ordinance, with additional language "the order will stay in effect until further order of Council". Unanimously approved.

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 MPT Brown, second by CM Bly, to approve Consent Items 9A through 9E and 9G through 9V. Unanimously approved.

9.A. Consider For Approval The City Auditor's Audit Plan For 2021 (G. Bulgherini).

9.B. Consider For Approval Accepting The City Auditor's Report On Short Term Rental Properties - HOT2020-1 Short Term Rental Audit (G. Bulgherini).

9.C. Consider For Approval Of A Grant Agreement And Disbursement Of Ten Thousand Dollars To Doug McLean From The Arts Commission Fund For The Purposes Of Creating A Statue With Historic Importance To The City Of Galveston. (M. Jadidi)

9.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Adopting The Submittal Of Interim Updates #1 Submitted July 10, 2020 And August 17, 2020 To The Galveston Hazard Mitigation Plan Mitigation Strategy; Authorizing The City Manager To Execute Those Documents Necessary Regarding Eligibility And/Or Receipt Of Any And All Available Funding. (T. Wrobleski)

9.E. Consider For Approval The City Of Galveston Community Development Block Grant Mitigation (CDBG-MIT) Citizen Participation Plan. (T. Wrobleski)

9.F. Consider For Approval The Funding Of A Grant In The Amount Of $50,000 To The Galveston Economic Development Partnership (GEDP) For The Collection, Analysis, And Provision Of Local Business And Economic Loss And Recovery Data For The Detennination Of Economic Recovery Needs Due To COVID-19, And Authorize The City Manager To Complete The Grant Utilizing CARES ACT Funding. (T. Wrobleski)
Motion was made by CM Cole, second by CM Bly, to defer this item to the September 10, 2020 meeting. Unanimously approved.

9.G. Consider For Approval A Recommendation From The Chapter 172 Health Benefits Plan Board Of Trustees To Renew Blue Cross Blue Shield Of Texas As The Carrier For Specific And Aggregate Stop Loss Coverage Effective October 1, 2020, Through December 31, 2021(K. Etienne).

9.H. Consider For Approval An Agreement For Video Streaming Services Between The City Of Galveston And Swagit Productions, LLC. (B. Sanderson/M. Barnett)

9.I. Consider For Approval The Purchase Of Microsoft Office 365 Licenses And Implementation Services From Sequel Data Systems In An Amount Not To Exceed $170,049 For A One (1) Year Term With The Option To Extend The Agreement For An Additional 1 Year Term. (H. Dean)

9.J. Consider For Approval Awarding Bid 20-016 Personal Protective Equipment (PPE) To U.R.W., Inc In The Amount Of $100,000.00 For First Responders During The COVID-19 Pandemic. Authorizing City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (C. Olsen)

9.K. Consider For Approval The Annual Renewal Of The Inter-Local Agreement With Texas Municipal League Intergovernmental Risk Pool For The 2020–2021 Fund Year For Workers Compensation TPA Coverage. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Simmons)

9.L. Consider For Approval The Annual Renewal Of The Inter-Local Agreement With Texas Municipal League Intergovernmental Risk Pool For The 2020–2021 Fund Year For Liability And Property Coverage. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Simmons)

9.M. Consider Approving A Resolution Supporting The City Of Galveston's $2,000,000 Grant Application To The United States Department Of The Interior, Bureau Of Reclamation's (USBR) "WaterSMART Grants: Water And Energy Efficiency Grants For Fiscal Year 2021," Including $4,500,000 In City Matching Funds To Support The City's Sustainable Interactive Customer Connections Project. (T. Pedraza)

9.N. Consider For Approval, A Proposal From Excergy For The City Of Galveston Sustainable Interactive Customer Connections (SICC) Project For A Year One Fee Not To Exceed $178,834. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

9.O. Consider Approval To Authorize The City Manager To Amend The Current Design Agreement For Professional Services Of Brown Reynolds Watford Architects, Inc For Renovations To City Hall And Reduce The Fee $445,965.04. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

9.P. Consider For Approval Change Order No. 6 To The Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project, Increasing The Contract By $220,580.09 (2.45%) From The Amount Of $10,639,574.35 To A New Total Amount Of $10,860,154.44. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

9.Q. Consider For Approval Change Order #7 To The Contract With Construction LTD, For The Fire Station #1 New Site Construction And Existing Site Demolition Project Increasing The Contract By $422,505.00 From The Amount Of $11,103,128.03 To The Amount Of $11,525,633.03 And Extending The Contract Term By 30 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

9.R. Consider Approval Of Change Order #02 With Angel Brothers Enterprises Ltd., For The 49th Street Improvements From Ave P To Ave S 1/2 Project (RFP #19-29) Increasing The Contract By $74,867.50 From The Amount Of $3,623,716.93 To The Amount Of $3,698,584.43 (A Cumulative Increase Of 1.33% From The Original Contract Sum). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

9.S. Consider Approval Of A Proposal From Terracon Consultants, Inc. In The Amount Of $49,855.00 To Perform Construction Material Testing For The Airport Water Plant Expansion Project. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

9.T. Consider For The Approval Of The Annual Payment Totaling $22,900 For The Shah Transportation Manager / NewGen Dispatch Licensing And Software Support Which Will Be Funded By The Island Transit Maintenance Contracts Account, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

9.U. Consider For The Approval Of The Emergency Repairs To The Ladder And Platform On Unit 1830, Which Is A 2002 E-One Fire Department Ladder Truck, To Siddons Martin Who Is Equipped To Handle All Required Repairs In An Expedited Manner, For A Total Of $22,645.62. The Funding Source Is The Garages Outside Repairs Account. (D. Smith)

9.V. Consider For Approval Minutes Of The August 13, 2020 Workshop And Regular Meeting. (J. Williams)

10. ACTION ITEMS

Motion was made by MPT Brown, second by CM Listowski, to defer all other items not considered by Council on today's agenda to the September 10, 2020 agenda. Unanimously approved.

10.A. Consideration Of The Resolution Issued By The Galveston Wharves Board Regarding Trustee O'Rourke And Giving Direction To The City Attorney For Further Action Related To The Galveston Wharves Board. (Legal)
Deferred.

10.B. Discuss And Consider Appointments To The Following City Boards, Commission, And Committees:
Deferred.

11. ADJOURNMENT
    The meeting was adjourned at 1:58 p.m.

Janelle Williams, City Secretary
Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
SPECIAL MEETING - SEPTEMBER 10, 2020

9/10/2020 - 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. CONFLICTS OF INTEREST
   None.

4. DISCUSSION ITEMS

4.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)
Item 5C was clarified by the prospective owner of Sandpiper Cove, Don Ball.

4.B. Hurricane Laura Wrap Up (B. Maxwell/D. Buckley - 15 Minutes)
Mayor Pro Tem Brown and City Manager Brian Maxwell provided a report on Hurricane Laura. Staff was prepared in the event of any major issues from the storm.

4.C. Discussion Of Civilian Pension Board Actions (B. Maxwell/D. Buckley - 15 Minutes)
Deputy City Manager Dan Buckley reported on recent actions of the Civilian Pension Board. At it's August meeting, the board increased the cap of the benefit from $50,000 to $60,000 based on the actuary report performed by the outside actuary firm. The actuary advised on many things the board could do including increasing the cap. The City Manager sent a letter to the board asking them not to take this action, but instead sit down with the City Manager's office to come up with a plan, but the board chose not to and took the action anyway. This action increased the unfunded liability of the plan from $9 million to $17.8 million, and from 16.5 years to 20.4 years. This action prevents the City from changing the plan and changing the benefit, and this becomes a liability of the City. This action only benefited eight City employees. There were a number of actions they could have taken to benefit all members of the plan but did not do so. This action puts the City further out of reach in converting the employees to the Texas Municipal Retirement System. The only thing the City has control over is reducing the City's contribution rate. City Manager Maxwell reported that this could have an employee recruitment and retention impact.

4.D. Discuss The Diversity And Inclusion Plan To Increase Female Representation Throughout The City Of Galveston Workforce Focusing On Recruitment And Retention Of Females In The Fire Department, Police Department, Public Works, And Municipal Utilities. (K. Etienne - 15 Minutes)
Human Resources Director Kent Etienne provided a report on the City's diversity and inclusion initiative. Considerable focus has been given to underrepresented areas within the City in need of diversification, including Public Safety positions and civilian positions. The City partnered with Careers in Government National Diversity Network which provided a guarantee of national exposure to City jobs and a greater presence on social media. As a result of the partnership that the City has with Careers in Government, all jobs are posted automatically and seamlessly onto eight diversity focused job boards. The National Minority Update has joined in the City's diversity/EEO focused recruitment and posted an ad for the Galveston Fire Department on the Public Safety Employment section. Employee trainings have been provided to address practices that may impact diversity including unconscious

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biases and company culture. Year one of the Diversity and Inclusion Plan has been successful. In year two, the City will continue its efforts as established in year one.

4.E. Discussion Of The Resolution Issued By The Galveston Wharves Board Regarding Trustee O'Rourke And Giving Direction To The City Attorney For Further Action Related To The Galveston Wharves Board. (Legal - 20 Minutes)

City Attorney Don Glywasky provided an overview of an investigation of Trustee O'Rourke and a Resolution issued by the Galveston Wharves Board, and options for further action related to the Wharves Board. There were three activities in the investigation where complaints were listed against Mr. O'Rourke. One was a request for information on monies paid to employees other than salaries, the second was attempts to get items placed on the agenda for discussion before the Wharves Board, and the third was a phone conversation between himself and an employee of the Wharves Board who is referred to as the complainant. In the report, the investigator concludes there is no violation of the City's Code of Ethics, and she did not cite any violation of any State or Federal law. She did make an observation to the Wharves Board in a response to their question on what their liability would be, and she advised they would be liable for negligence if they did not act, which as a matter of law is incorrect. The Wharves Board, as a public entity, is immune from such claims. She did identify one section of the City Code that allows for removal of appointees to boards for official misconduct. In terms of official misconduct, the only thing that can be focused on is the conversation between Mr. O'Rourke and the complainant, which there are two versions of the story. Four options for further action include: (1) receive and file the report and Resolution and take no further action; (2) receive and file the report and censure Mr. O'Rourke; (3) receive and file the report and conduct our own investigation; and (4) re-interview everybody and conduct your own investigation then decide how to move forward. Discussion was held regarding the four options as outlined by the City Attorney. The City Attorney's view is that the conclusion of the report fails to rise to the level of official misconduct.

4.F. Discussion Of Upcoming Interviews For Planning Commission And Wharves Board, And Appointments To All City Boards, Commissions, And Committees (Brown - 10 Minutes)

Discussion was held regarding the Council's method of interviewing Planning Commission and Wharves Board applicants. The Council will consider amending its policy for interviewing applicants to include written interview questions in lieu of in-person interviews at their next meeting. The Council will make appointments to all City boards, commissions, and committees on September 24, 2020.

4.G. Report Of City Council's Park Board Representative (Collins/Brown - 10 Minutes)

CM Collins congratulated the Park Board on their quick response to the storm. The Park Board is working on the budget and the CIP which has been delayed a little due to the storm, COVID-19, and retirement of Mike Moser and hiring of the new CFO Bryson Frazier. He is hoping to bring the budget and CIP to Council at an upcoming meeting.

5. PUBLIC HEARINGS (10:00 AM)

5.A. Conduct A Public Hearing On September 10, 2020 On The FY 2021 Proposed Budget As Required By State Law.

A Public Hearing was conducted on the FY 2021 Proposed Budget. Assistant City Manager Mike Loftin provided an overview of the proposed budget. The public hearing was opened; with no speakers, the public hearing was closed.

5.A.1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Adopting The Annual Governmental And Proprietary Funds Budget For The Fiscal Year Beginning October 1, 2020 And Ending September 30, 2021; Making Appropriations For City Operations And Capital Projects For Such Fiscal Year As Reflected In Such Budget; Authorizing Various Other Transfers; Approving And Adopting The FY 2021 Capital Budget; Approving And Adopting The Budget Of The Industrial Development Corporation, Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (M. Loftin)

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Ordinance No. 20-052 was read by caption. Motion was made by MPT Brown, second by CM Collins, to approve the ordinance. The motion was unanimously approved with a record vote.

In favor: Brown, Bly, Collins, Hardcastle, Listowski, and Cole.

In opposition: None.

5.A.2. Consider For Action A Motion Ratifying The Property Tax Increase Reflected In The FY 2021 Budget. (M. Loftin)
Motion was made by CM Collins, second by MPT Brown, ratifying the property tax increase reflected in the FY 2021 Budget. Unanimously approved.

5.B. Conduct A Public Hearing To Consider The Proposed Property Tax Rate Of $0.56 Per $100 Of Taxable Value For 2020.
A Public Hearing was conducted on the Proposed Property Tax Rate of $0.56 per $100 of taxable value for 2020. Assistant City Manager Mike Loftin provided an overview of the Proposed Property Tax Rate. The public hearing was opened. Marie Robb submitted a public comment asking Council to use the extra reserve fund budget to lower the tax rate to a No New Revenue Tax Rate of $0.535631 and the General Fund reserve will exceed the required 90 days. The public hearing was closed.

5.C. Resolution Sandpiper Cove - 3916 Winnie Street

Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Expressing Its Support For The Application By Galveston 3916 Winnie Street, LP For Private Activity Bonds For Low-Income Housing Tax Credits At 3916 Winnie Street, In Galveston, Texas, 77550, Authorizing An Allocation Of Housing Tax Credits For The Approval Of The Rehabilitation Of The Development; Directing The City Secretary To Send A Certified And True Copy Of This Resolution To Representatives Of Galveston 3916 Winnie Street LP, For Inclusion In Its Application To The Texas Department Of Housing And Community Affairs For Private Activity Bonds For Low-Income Housing Tax Credits At 3916 Winnie Street, Galveston, Texas; Making Various Findings And Provisions Related To The Subject, And Providing For An Effective Date. (Legal)

City Attorney Don Glywasky provided staff comments. The public hearing was opened. Don Ball spoke in favor of the Resolution; Ericka Bowman , Community Outreach Coordinator for Texas Housers, submitted a comment asking Council to delay their vote to support any new tax credits or bonds for Sandpiper Cove until representatives from the City Council, the Tenant Council, the ITEX Group, Jeshurun Development, and Texas Housers can meet to discuss their serious concerns. The public hearing was closed.

Motion was made by CM Bly, second by CM Listowski, to approve Resolution No. 20-032. Unanimously approved.

6. RECESS

7. PUBLIC COMMENT

Agenda Items: Robert Daigle - mandatory mask order; and Robert Daigle - Ted O'Rourke complaint.

Non-Agenda Items: Sandra Walters - the murder case of Christopher Williams; and Delon Kibbe - public nuisance complaints.

8. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

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8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving And Adopting The Five-Year Capital Improvement Plan For Fy 2021-2025; And Making Certain Findings And Containing Certain Provisions Related To The Subject. (M. Loftin)
Ordinance No. 20-053 was read by caption. Motion was made by CM Listowski, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

8.B. Consider For Approval An Ordinance Ratifying And Confirming Ordinance No. 18-052, As Supplemented And Amended By Ordinance No. 18-67, Pertaining To The City Of Galveston, Texas, Tax And Revenue Emergency Anticipation Note; Ratifying And Confirming The Payment Of Principal And Interest Thereon And The Forward Delivery & Purchase Agreement, Paying Agent/Registrar Agreement, And Form Of Note Related Thereto. (M. Loftin)
Ordinance No. 20-054 was read by caption. Motion was made by MPT Brown, second by CM Bly, to approve the ordinance. The motion passed 5-0; CM Hardcastle was not present for the vote.

8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Ordinance 20-048, Regarding The Designated Polling Places For The 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 Other Provisions Of Fact And Providing For An Effective Date. (Legal)
Ordinance No. 20-055 was read by caption. Motion was made by CM Cole, second by MPT Brown, to approve the ordinance. Unanimously approved.

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 MPT Brown, second by CM Collins, to approve Consent Items 9B through 9F. Unanimously approved.

9.A. Consider For Approval The Funding Of A Grant In The Amount Of $50,000 To The Galveston Economic Development Partnership (GEDP) For The Collection, Analysis, And Provision Of Local Business And Economic Loss And Recovery Data For The Detennination Of Economic Recovery Needs Due To COVID-19, And Authorize The City Manager To Complete The Grant Utilizing CARES ACT Funding. (T. Wrobleski)
Motion was made by MPT Brown, second by CM Cole, to defer action on this item. Unanimously approved.

9.B. Consider For Approval Accepting The City Auditor's Report On Galveston Police Department LESO (1033) Equipment Inventory AUCITY2020-1 (G. Bulgherini).

9.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Designating John Manlove As The President Of The Galveston Island Redevelopment Authority To Serve The Same Annual Term As The Other Officers Of The Authority, Providing For Findings Of Fact And For An Effective Date. (Legal)

9.D. Consider For Approval The Purchase Of 16 Tasers And Related Equipment From Axon Enterprise, Inc. Through Buy Board (Contract #603-20) At A Total Cost Of $35,593. Funding Will Be The U.S. Department Of Justice's Byrne Justice Assistance Grant Account. (V. Hale)

9.E. Consider For Approval, Authorizing The City Manager To Execute The 2021 Texas Department Of Transportation, Routine Airport Maintenance Program (RAMP) Grant, Which Allows The Airport To Be Reimbursed Up To $50,000.00 In Eligible Airport Maintenance Expenses Upon Final Approval Of The City Attorney (M. Shahan).

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9.F. Consider For The Approval Allowing Island Transit To Purchase A Set Of Four Heavy Duty Column Lifts And Associated Equipment For The Garage And Trolley Barn Operations From Reeder Distributors Through Buy Board For A Total Price Of $47,303.69. (D. Smith)

10. ACTION ITEMS

10.A. Consideration Of The Resolution Issued By The Galveston Wharves Board Regarding Trustee O'Rourke And Giving Direction To The City Attorney For Further Action Related To The Galveston Wharves Board. (Legal)
Motion was made by CM Collins, second by CM Listowski, to receive and file the report from the Wharves Board regarding Trustee O'Rourke and take no further action. Unanimously approved.

10.B. Discuss And Consider Appointments To The Following City Boards, Commission, And Committees:
Motion was made by CM Hardcastle, second by CM Listowski, to approve the City Manager's recommendation of Steve Matijevich to the Civil Service Commission. Unanimously approved.

11. ADJOURNMENT
The meeting was adjourned at 12:11 p.m.

Janelle Williams, City Secretary
Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - SEPTEMBER 17, 2020

9/17/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
   With a quorum present, the workshop was called to order at 9:01 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, 7B, 7C, 7D, 7E, and 7G were clarified by Staff.

3.B. Discussion Of The Land Development Regulations (Hardcastle/Brown - 30 Minutes)
CM Hardcastle suggested a review of certain zoning designations that were adopted in 2015. Particularly, a blanket R-1 that was placed on most undeveloped property on the West End, and water areas designated R-1 including the Gulf of Mexico, Galveston Bay, and the Port. Director of Development Services Tim Tietjens provided some suggestions on moving forward to address these issues. Discussion was held regarding the specific items that are in need of review and possible revision. The process of looking at water zoning all over the Island will be sent to the Planning Commission for their review and recommendation as soon as possible. Staff will bring back to City Council recommendations for R-1 properties on the West End, as well as a list of properties with non-conforming uses in other areas of the Island for Council's evaluation, and then would be sent to Planning Commission for their review.

3.C. Discussion Of HOT Collections From Short Term Rental Contracts (M. Loftin - 15 Minutes)
Assistant City Manager Mike Loftin provided information on independent short term rental revenue. Also provided was the City of Galveston HOT collected versus State HOT collections in Galveston. The State has voluntary collection agreements in place with some short term rental platforms which has increased their annual HOT collections. Additional HOT revenue could be brought into the City should we enter into some similar agreements with these platforms. City Attorney Don Glywasky provided information on potential issues with these type of agreements. Two issues include the City Auditor's ability to audit individual short term rentals, and clear language in the contracts identifying who is ultimately responsible for payment of the taxes. Dr. Brown reported that AirBnB just passed restrictions on rentals limiting the number of people in a house to 16. Staff will be looking to the Park Board and the City Auditor for assistance in gathering information and making recommendations, and will bring back to Council in November.

3.D. Discussion Of A Policy On Painting Crosswalks (Listowski/Brown - 15 Minutes)
CM Listowski advised this was brought to his attention by a constituent in his District and is really a broader issue than just crosswalks. It was brought to his attention that the City does not have a good policy on what is allowed and who allows it, for drawings, public displays or artwork on public property. The crosswalk in front of City Hall is just one example but there are others around town as well. The purpose of this discussion is to see if Council should come up with a policy or revise a City ordinance that would address this issue. Discussion was held regarding development of a process and how it should be regulated, possibly sending it to the Cultural Arts Commission for vetting. Dr. Brown will ask the Cultural Arts Commission to look at this at their next meeting and will make recommendations to Council.

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3.E. Report Of City Council's Park Board Representative (Collins/Brown - 10 Minutes)
CM Collins reported that the Park Board may be coming to City Council with a request to waive payments due to the City under the Park Board Interlocal Agreement. An item has been placed on the September 24, 2020 agenda for the Council's consideration.

4. EXECUTIVE SESSION
The City Council convened into Executive Session at 10:57 a.m. and reconvened into Open Session at 11:45 a.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. Discussion Of Impending Condemnation Action Of Texas International Terminal Seeking City Right Of Way In Proximity To The Galveston Transfer Station By Marc Hill.

5. ADJOURNMENT
The workshop was adjourned at 11:46 a.m.

Janelle Williams, City Secretary
Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - SEPTEMBER 17, 2020

9/17/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
   With a quorum present, the meeting was called to order at 1:15 p.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. 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
   a. **Erin Toberman Proclamation - read by CM Collins.**
   b. **United Way Day Proclamation - read by CM Bly.**

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

5. PUBLIC COMMENT
   None.

6. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

6.A. Ordinance Extending State Of Emergency

Consider For Approval An Ordinance Of The City Of Galveston, Texas; Extending The State Of Emergency And Disaster Related To The COVID-19 Virus Until January 31, 2021, Extending Certain Emergency Orders Ratified By City Council 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 Restricting Mass Gatherings; Discontinuing The 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. (Legal)

Ordinance No. 20-056 was read by caption. Motion was made by CM Collins, second by CM Cole, to approve the Ordinance. The motion passed 5-1; CM Hardcastle voted in opposition.

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6.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas Levying Ad Valorem Taxes For Tax Year 2020 In The Amount Of 56 Cents And No Mills ($0.560000) Upon Each One Hundred Dollars ($100.00) Of Property Valuation For The Tax Year 2020; Making Various Findings And Provisions Related To The Subject. (M. Loftin)

Ordinance No. 20-057 was read by caption. Motion was made by MPT Brown, second by CM Hardcastle, to approve the Ordinance. The motion passed unanimously with a record vote.

In favor: Brown, Bly, Collins, Hardcastle, Listowski, and Cole.

In opposition: None.

6.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Procedures For Allocating Net Disbursable Funds To Eligible Groups For The Two Year Award Period Of 2019 To 2021; Allowing Unused Funds From The First Year Of The Award To The Second Year Of Award; Providing This Is Limited Policy Change Will Be Made Only For The 2019-2021 Awards; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Collins/Brown)
Ordinance No. 20-058 was read by caption. Motion was made by CM Collins, second by CM Hardcastle, to approve the Ordinance allowing this year's unused distributions to be rolled into 2021. Unanimously approved.

7. 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 Bly, second by CM Hardcastle, to approve Consent Items 7A through 7I. Unanimously approved.

7.A. Rollover Beach User Fees And Use Of Park Board Vehicles Audit Reports

7.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting An Impaired Driving Mobilization And Speed Enforcement Grant For Fiscal Year 2021 From The Texas Department Of Transportation In The Amount Of $56,916.52, With A Local Match Of $13,928.21. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (V. Hale)
Resolution No. 20-034

7.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving And Authorizing The City Manager To Execute An Interlocal Cooperation Agreement With Galveston County For Continued Participation In The Galveston County Auto Crimes Task Force; Approving And Authorizing The City Manager To Execute The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (V. Hale)
Resolution No. 20-035

7.D. Consider Approval Of A Contract With Metro City, LLC For A Project To Construct A Plaza West Of City Hall (RFP#20-21) In The Amount Of $500,000.00 And Approval Of A Total Project Cost Of $500,000.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

7.E. Consider Approval Of A Contract With RAC Industries, LLC For A Project To Rebuild And Improve 35th Street From Post Office To Broadway (RFP#20-14) In The Amount Of $3,039,528.80 And Approval Of A Total Project Cost Of $3,117,457.80. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

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7.F. Consider Approval Of A Contract With RAC Industries, LLC For The Church Street Drainage Improvements (RFP#20-17) In The Amount Of $1,650,997.04 And Approval Of A Total Project Cost Of $1,690,964.04. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

7.G. Consider For Approval Awarding The Contract On The Mill And Overlay Annual Service Agreement (RFP 20-13) To Angel Brothers Enterprises, LTD For An Amount Not To Exceed The Council Approved Capital Improvement Plan Budget. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Winiecke)

7.H. Consider For Approval The Purchase Of A Replacement Pump At Lift Station 51 From Pumps Solution Inc. In An Amount Not To Exceed $18,379.00. (T. Pedraza)

7.I. Consider For Approval The Purchase Of A Replacement Pump At Lift Station 30 From Pumps Of Houston Inc. In An Amount Not To Exceed $18,885.00. (T. Pedraza)

8. ACTION ITEMS

8.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Amending The Policy For Interviewing Candidates For Positions On The Wharves Board, Park Board And Planning Commission To Provide That Council May Conduct Interviews Of Candidates Solely By Written Questions If Deemed Appropriate By Council, Making Various Findings And Provisions Related To The Subject. (Brown)
Motion was made by CM Bly, second by CM Hardcastle, to approve Resolution No. 20-036, with an amendment to add the ranking system to the City Council's policy. Unanimously approved.

8.B. Consideration Of Amendment To Agreement Retaining The Firm Of Marc Hill To Represent The City In The Condemnation Action Being Pursued By Texas Terminals. (Legal)
Motion was made by CM Bly, second by CM Collins, to approve the Amendment to the Agreement with the Firm of Marc Hill. Unanimously approved.

9. ADJOURNMENT
The meeting was adjourned at 1:59 p.m.

Janelle Williams, City Secretary
Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
SPECIAL MEETING - SEPTEMBER 24, 2020

9/24/2020 - 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 (9:02 a.m.).

3. CONFLICTS OF INTEREST
   None.

4. PUBLIC COMMENT
   Agenda Items - 22 comments received related to Planning Cases 20P-27 and 20P-28.

5. ACTION ITEMS

5.A. Discuss And Consider Authorizing The City Of Galveston Cultural Arts Commission To Request Design Proposals For A New City Flag. (Brown)
Motion was made by MPT Brown, second by CM Listowski, to approve the call for proposals for a new City Flag. Unanimously approved.

5.B. Discuss And Consider Authorizing The City Of Galveston Cultural Arts Commission To Seek Proposals For Public Art In The City Of Galveston. (Brown)
Motion was made by MPT Brown, second by CM Collins, to approve the call for proposals for Public Art. The motion passed 5-0; CM Hardcastle was not present for the vote.

5.C. Discuss And Consider For Action A Request To Waive Payments Due To The City Under The Park Board Interlocal Agreement. (Collins/Brown)
Motion was made by CM Cole, second by CM Bly, to approve a 25% reduction of the payments due to the City under the Park Board Interlocal Agreement, as requested by Park Board Chair Spencer Priest and CFO Bryson Frasier. In favor: Cole. In opposition: Brown, Bly, Collins, Hardcastle, and Listowski. Motion fails.

5.D. Discuss And Consider Appointments To The Following City Boards, Commission, And Committees:

Airport Advisory Committee - Motion was made by CM Collins, second by CM Cole, to: reappoint William, Tuite, Wayne O'Quinn, and Nigel Gusdorf; and to appoint David Shuler, Bryan Fisher, and Ruth Ruiz. Unanimously approved.

Arts and Historic Preservation Advisory Board - Motion was made by CM Collins, second by CM Hardcastle, to reappoint Surinder Aulakh and Christine Hopkins. Unanimously approved.

Building Board of Adjustments and Appeals - Motion was made by CM Listowski, second by MPT Brown, to: reappoint Janet Hoffman and William Coltzer; and to appoint Lidija Bikova. Unanimously approved.

Civilian Review Board - Motion was made by MPT Brown, second by CM Hardcastle, to reappoint Philip Brown, Jeff Taylor, Herbert Taylor, Brian Masel, Jason Ruth, and Jeff Gelb. Unanimously approved.

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Cultural Arts Commission - Motion was made by CM Cole, second by CM Collins, to: reappoint Pat Jacobi; and to appoint Mary Longoria and Sherrill Hilton. Unanimously approved.

Ethics Commission - Motion was made by MPT Brown, second by CM Bly, to: reappoint Lillie Little and Cindy Schulz; and to appoint Ernest Jones, Ruth Finkelstein, and Nick Viator. Unanimously approved.

Families, Children and Youth Board - Motion was made by MPT Brown, second by CM Cole to reappoint Torrina Harris, Hank Thierry, Jennifer Hart, BJ Herz, Roniqual Harris, Donovan Wilson, Kelli Moulton, Amie Hufton, Kathy Tiernan, Holly Hopkins, Selah Tacconi, and Joe Hoff. Unanimously approved.

Finance, Fiscal Affairs and Investment Committee - Motion was made by MPT Brown, second by CM Listowski, to reappoint Nathaniel Schuller and to appoint Robert Nuzum. Unanimously approved.

Galveston Wharves Board/Galveston Port Facilities Corporation - Motion was made by MPT Brown, second by CM Hardcastle to appoint Jeff Patterson. Unanimously approved.

Galveston Wharves Board/Galveston Port Facilities Corporation - Motion was made by MPT Brown, second by CM Cole, to reappoint Harry Maxwell. Unanimously approved.

Landmark Commission - Motion was made by CM Collins, second by CM Bly, to reappoint Clyde Wood and to appoint Sharon Stetcil Thompson. Unanimously approved.

Parks and Recreation Advisory Board - Motion was made CM Hardcastle, second by CM Collins, to: reappoint Charlyn Vaiani, Tad Lewis, and Jamie Durham; and to appoint Diana Davison. Unanimously approved.

Planning Commission - Motion was made by CM Listowski, second by MPT Brown, to appoint Rusty Walla. The motion passed 4-2; CM Bly and CM Cole voted against the motion.

Planning Commission - Motion was made by CM Cole, second by CM Collins, to reappoint Jeffrey Hill. Unanimously approved.

Tree Committee - Motion was made by MPT Brown, second by CM Cole, to: reappoint Ray Hensarling and Kathy Maines; and to appoint Vicky Blythe. Unanimously approved.

Zoning Board of Adjustments - Motion was made by CM Collins, second by CM Hardcastle, to: reappoint Robert Girndt and Andrew Galletti; and to appoint Jim Thompson. Unanimously approved.

5.E. 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 Threat Posed By Tropical Storm Beta To The City Of Galveston; Extending The State Of Emergency Ordered By Mayor Pro Tem Brown, Extending Various Emergency Orders Issued By The Mayor Pro Tem; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date.
Ordinance No. 20-059 was read by caption. Motion was made by CM Cole, second by CM Bly, to approve the ordinance. Unanimously approved.

6. ADJOURNMENT
The meeting was adjourned at 10:21 a.m.

Janelle Williams, City Secretary

DRAFT

Date Approved:

DRAFT

City of Galveston

OFFICE OF THE CITY MANAGER
P.O. Box 779 | Galveston, TX 77553-0779
citymanager@galvestontx.gov | 409-797-3520

To: Honorable Mayor and City Council Members

From: Brian A. Maxwell, City Manager

Date: October 22, 2020

Re: 2021 Holiday Schedule

In accordance with Chapter 32 "Holidays" of the City's Personnel Policies and Procedures, the following schedule is hereby approved for the 2021 Calendar Year.

CITY HOLIDAY	DAY OBSERVED	DATE OBSERVED
NEW YEAR'S DAY	FRIDAY	January 1, 2021
MARTIN LUTHER KING, JR DAY	MONDAY	January 18, 2021
GOOD FRIDAY	FRIDAY	April 2, 2021
MEMORIAL DAY	MONDAY	May 31, 2021
INDEPENDENCE DAY OBSERVED	MONDAY	July 5, 2021
LABOR DAY	MONDAY	September 6, 2021
VETERANS' DAY	THURSDAY	November 11, 2021
THANKSGIVING DAY	THURSDAY	November 25, 2021
DAY AFTER THANKSGIVING DAY	FRIDAY	November 26, 2021
CHRISTMAS DAY OBSERVED	FRIDAY	December 24, 2021
DAY AFTER CHRISTMAS DAY	MONDAY	December 27, 2021

Should there be any questions or concerns, please contact the Human Resources Department at 409.797.3650.

Sincerely,

Brian A. Maxwell
City Manager

City of Galveston

FLEET FACILITIES
STAFF REPORT

October 8, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Receive and file: Section 2-73 of the city charter requires that the council members are to be informed of auction sales that exceed $1,000. This staff report represents the receiving and filing of all auction sales for fiscal year 2019-20.

I. Background

A. The Fleet Facility has been utilizing web based on line auctions since 2008. Web based on line auctions eliminates unnecessary site auctions and their associated costs. The auction proceeds are increased due to technology and the expansion to worldwide clients through the internet.

B. Gov Deals is contracted through Buy Board, which is a cooperative purchasing organization that the city is a member of that performs bidding packages for local governments. They have a superior rating in the auction market for government organizations. We have averaged around $150,000 annually on auction sales. Prior on-site auctions averaged 60K.

C. Gov Deals is totally transparent and keeps records for auditing purposes. All payments are channeled through the web site who then makes ACH payments to the city. The city also keeps all required records as well.

D. Section 2-73 of the city charter requires that the council members are to be informed of auction sales that exceed $1,000 per sale.

II. Current Situation

Section 2-73 of the city charter requires that the council members are to be informed of auction sales that exceed $1,000. This staff report represents the receiving and filing of all auction sales for fiscal year 2019-20.

III. Fiscal Impact Report

Costs

- Gov Deals web based on line auction charges 7½%.
- Sales over $100,000 = 5½%
- Sales over $500,000 = 3½%
- No sales, no charges.
- Previous Auction Companies charged 10%

- A 5% Buyers Premium is added by Gov Deals to the final selling price of all items to the buyer in order to support the electronic payment process through Gov Deals.

- Special arrangements are coordinated with Gov Deals for property sales.

- Gov Deals supplies the city with ACH (Automated Clearing House) deposits. No cash is involved.

FY 2019-20 Annual sales:

- $263,513.18

- Auction sales are returned to the original purchasing fund, minus 10% that is paid to the Fleet Facility for administrating the auctions.

Respectfully Submitted

David Smith
Executive Director

Sold Asset Report

Galveston City of, TX

Date range: 01 Oct 2019 - 30 Sep 2020

ID	Surplus Description	Buyer	Type	Seller Payment	Bids	Auction End Date	Check #
X0815	Real Property - 2604 Ave Q, Galveston	Chris Below	USD	$207,995.00	13	13-Nov-19	DIRECT
X0917	Office Furniture and Work Stations	Gaston Choque	USD	$5.00	1	25-Oct-19	EFT0000069680
1509	John Deere CX15 mower	David Barton	USD	$2,777.78	56	11-Oct-19	EFT0000069424
X0902	Miscellaneous Parts (Heil)	James Nielson	USD	$5.00	1	25-Oct-19	EFT0000069680
X0902A	Miscellaneous Parts	George Taylor	USD	$92.50	1	12-Oct-19	EFT0000069148
X0902B	Surplus filters	Raymond Sabo	USD	$115.63	2	12-Oct-19	EFT0000069148
X1009	Large Metal Recycling Bin	Robert Hart	USD	$15.00	2	19-Oct-19	EFT0000069424
1965	2010 Ford Crown Victoria Police Interceptor	Cathy Gage	USD	$555.00	24	19-Oct-19	EFT0000069424
1975	2010 Ford Expedition XLT 2WD	Cathy Gage	USD	$786.25	27	19-Oct-19	EFT0000069424
X1015	Miscellaneous Parts	Robert Byrd	USD	$7.00	3	25-Oct-19	EFT0000069680
X1017	Assortment of auto filters	Thomas Wickey	USD	$13.00	5	27-Oct-19	EFT0000069958
X1021A	Dell Desktop Computers	Geoff Giglio	USD	$4,449.25	61	31-Oct-19	EFT0000070227
X1021B	Dell Desktop Monitors	Eugene Uwandu	USD	$185.00	1	31-Oct-19	EFT0000070991
X1021C	Panasonic Tough Books	Geoff Giglio	USD	$1,342.07	23	31-Oct-19	EFT0000070227
X1021D	Misc Office Equipment	Antonio Otey	USD	$92.50	1	31-Oct-19	EFT0000069958
X1113A	Wood Church Pews - Five (5)	Frankie Rash	USD	$20.00	1	20-Nov-19	EFT0000072030
X1114A	Surplus Motorcraft parts	Akram Elhaj	USD	$121.18	11	24-Nov-19	EFT0000070991
X1115A	Luminaire Outside Lights - 150 Watts	Russell Denina	USD	$194.25	11	21-Nov-19	EFT0000072981
X1115B	Paint - Five (5) Pallets - Pavement Marking	Thomas Wickey	USD	$10.00	3	6-Feb-20	EFT0000075783
X1115D	Carrier 70 Ton Chiller 134a	Jay Balentine	USD	$305.25	13	22-Nov-19	EFT0000071707
1083	2000 Ford Crown Victoria Police Interceptor	Bret Vance	USD	$740.00	12	28-Nov-19	EFT0000071254
1579	2004 Ford F-150 Heritage XL 2WD	Mauro Ventura	USD	$1,665.93	17	28-Nov-19	EFT0000070991
X1119A	LED Traffic Lights	Brian ianacone	USD	$81.86	25	27-Nov-19	EFT0000072030
X1119B	Assortment of auto filters	Thomas Wickey	USD	$20.00	1	29-Nov-19	EFT0000070991
X1120B	Paint Mixer/Shaker	Amer Hourani	USD	$97.13	8	27-Nov-19	EFT0000072981
X1120C	Spools Of Wire	Danny Taylor Jr	USD	$259.00	10	27-Nov-19	EFT0000072030
X1120E	Striping Machine	Amer Hourani	USD	$232.18	13	27-Nov-19	EFT0000072030
1631	2002 Ford F-250 SD XL 2WD	Earl Wilkes	USD	$772.38	28	1-Dec-19	EFT0000071254
1317	2009 John Deere Z810A	Ivan Ledet	USD	$30.00	3	1-Dec-19	EFT0000076324
X1121A	Scrap Metal and Other Items	Earl Grant	USD	$115.63	11	1-Dec-19	EFT0000070991
X1121B	Robinair CoolTech A/C Machines	Todd Farris	USD	$115.63	2	1-Dec-19	EFT0000071254
X1127A	Solid Wood Desks	Antonio Otey	USD	$10.00	1	4-Dec-19	EFT0000072981
X1217	Miscellaneous Parts	George Taylor	USD	$45.00	1	6-Jan-20	EFT0000072030
1109	2008 Dodge Ram 1500 SLT 2WD	Stanley Secrest	USD	$786.25	6	18-Jan-20	EFT0000072471
X0108	Air Compressor	Moses Kanja	USD	$92.50	1	18-Jan-20	EFT0000075783
X0122	Scrap Metal and Other Items	Ivan Ledet	USD	$282.13	19	29-Jan-20	EFT0000073254
X0131	Scrap Mowers, Fencing and other Metals	Alejandro Dorado	USD	$185.93	1	21-Feb-20	EFT0000073836
X0225B	Fiber Optic Cable	Tommy Williams	USD	$185.00	1	6-Mar-20	EFT0000074765
X0225A	Temp Electrical Panel	Don Tipton	USD	$30.00	3	30-Mar-20	EFT0000075613
1500	2004 Ford Expedition XLT 5.4L 2WD	Heyward Brown	USD	$3,561.25	45	8-Apr-20	EFT0000075455
X0331	Cable, two spools and two boxes	Robert Byrd	USD	$5.00	1	10-Apr-20	EFT0000075455
X0427	Scrap Metal and Other Items	Ivan Ledet	USD	$17.00	7	7-May-20	EFT0000076324
X0501A	Two Way Radio Equipment	Simon Ramirez	USD	$12.00	3	11-May-20	EFT0000076534
760	Two Way Radio Equipment	Simon Ramirez	USD	$5.00	1	11-May-20	EFT0000076534
9716	Traffic Radar Display Trailer	Brent Schwanbeck	USD	$148.93	11	19-Jun-20	EFT0000077515
1505A	2008 John Deere 5520 Tractor	Phil Beachy	USD	$11,285.00	61	15-Jul-20	EFT0000079222
X0715B	HP AIO Desktops	Hussain halai	USD	$286.75	17	25-Jul-20	EFT0000080870
X0715A	Dell Desktops	Brock Bogenschutz	USD	$10,545.00	100	7-Aug-20	EFT0000080870
X0814	Miscellaneous Firetruck Parts	Travis Peters	USD	$94.35	10	24-Aug-20	EFT0000080870
X5027	2011 Ferris mower 4500 61"	Gregory Sendejas	USD	$1,897.18	40	27-Aug-20	EFT0000080185
5022	2011 Pipehunter Vacuum Trailer	Rudolph Wistinghausen	USD	$1,410.63	37	19-Sep-20	
X0909	Three Century Elite II Trailer Restrooms	Theresa Lawson	USD	$9,411.88	98	19-Sep-20	EFT0000081847
				$263,513.18			

GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West, Suite 101 • Dickinson, TX 77539
(409) 935-3911 • FAX (281) 534-8437

Serving Galveston County and the Cities of:
Bayou Vista, Clear Lake Shores, Dickinson, Galveston, Hitchcock, Kemah, La Marque, Santa Fe, Texas City, Tiki Island, Jamaica Beach

September 15, 2020

Mayor Craig Brown
City of Galveston
P O Box 779
Galveston, TX 77553

Dear Mayor Brown,

Enclosed you will find a copy of the proposed FY 2021 budget for the Galveston County Emergency Communication District. This budget is for the operation of the Enhanced 9-1-1 system as well as the Regional Trunked Radio System. This budget was approved at the Board meeting held September 15, 2020. The enclosed copy is for your records.

In accordance with state law, the budget process for the District is to allow for a ministerial review by the participating jurisdictions' governing bodies with comments provided before final adoption by the District. We are soliciting input before final adoption. The jurisdictions are requested to provide comments in writing to the District office so the Board can review them before considering adoption of the budget. This process will make it unnecessary for Cities to take action to approve the budget.

We encourage your jurisdiction's input. As always, the District endeavors to provide emergency communications deserving of the occupants of Galveston County.

Respectfully,

Jack Wilkins
Executive Director

Enclosure: Copy of Proposed FY 2021 Budget

Galveston County Emergency Communication District

PROPOSED

ANNUAL BUDGET

FY 2021

GALVESTON COUNTY
9-1-1
EMS
FIRE
POLICE

Contents

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Mission Statement

The Galveston County Emergency Communication District is a world class provider of enhanced 9-1-1 service dedicated to providing and improving a reliable emergency communication network to the citizens of Galveston County linking the person(s) in need to the responder(s) providing assistance.

The District provides state of the art emergency service radio communications, enhanced 9-1-1 telecommunication service, data base maintenance, call-taker education, public education, and is dedicated to maintaining an educated staff in order to keep pace with the fast paced technical advancements which bring about continued changes to the service.

Vision Statement

The Galveston County Emergency Communication District board, staff and supporting jurisdictions and agencies are the pathway to the future of emergency communications for Galveston County and are committed to maintaining Galveston County in the forefront of the field of emergency communications.

This vision is accomplished through:

partnerships with valued associates;

a process of continued improvements;

a commitment to quality; and

A commitment to reliable emergency communications.

OPERATING HIGHLIGHTS

The Galveston County Emergency Communication District is a special district established under State Law and authorized by the voters of Galveston County in 1987. The District's primary purpose is to establish and maintain Enhanced 9-1-1 service for the participating jurisdictions of Galveston County. An appointed Board of Managers consisting of five voting members and one advisory member, governs the District. The District administrative offices are located at 1353 FM 646 Rd W Suite 101, League City, Texas.

In addition to Emergency 9-1-1 service, the District also owns, maintains and manages a Regional Trunked Radio System (RTRS) serving emergency and public works services of the participating jurisdictions. The radio system has been in service since August of 1999. There is an annual subscriber fee that is paid by the radios system users that fund the daily operation and maintenance of the radio system. Over 4,900 radios have been programmed and are active on the RTRS. The District integrated with the Harris County Regional Radio System in 2006.

LOOKING AHEAD

9-1-1

The District continues to ensure that we are ready to move from the legacy infrastructure that has supported 9-1-1 to the Next Generation which will be IP based. It will be like moving from analog technology to digital. In either the last quarter of 2020 or the first quarter of 2021, the 9-1-1 hardware will be refreshed at the PSAPs as well as the host sites. This will better prepare the District to move into the next generation world when that time arrives. While there are 9-1-1 entities across the State that have begun moving to a next generation core infrastructure, the benefit vs the cost to GCECD is not there yet. We will continue to monitor the technology to see when that move would be feasible. Text to 9-1-1 has been in place for three years now and just recently that solution has been integrated into the actual 9-1-1 call handling equipment. There are supplemental tools that aid the PSAPs with caller location that the District makes available to the PSAPs.

There are currently efforts underway that would allow 9-1-1 entities across the state to engage in cost sharing projects on items of mutual interest such as network security and texting network support.

Public Safety Radio

The District continues to ensure that the radio system is a robust and dependable resource for both the public safety and local government users. In 2021, the District plans on replacing the air conditioning units at two of the four tower sites to help minimize failures. The District has four tower sites on which the radio system operates. One of those sites is a leased site with a guyed tower. Staff is doing some preliminary exploration into the possibility of moving from that leased site to a site which is owned and managed by the District in the future. Staff continues to encourage the subscribers on the radio system to move to TDMA capable radios which will significantly increase the capacity of the radio system.

The District continues to work daily to successfully bring reliable state-of-the-art emergency telecommunications and radio communications to Galveston County.

This documentation is provided to present a general overview of the operations of the Galveston County Emergency Communication District. The information is provided to allow the participating jurisdictions the opportunity to provide feedback to the Board of Managers before adoption of the final budget.

Jack Wilkins
Executive Director

Board Members

C. T. "Tommy" Anderson, Board Chair
34 years, Galveston County Firefighters Association

J. L. Campbell, Vice Chair
10 years, Galveston County Commissioners Court

Charlie Everts
10 years, Galveston County Mayors and Councilmembers Association

Louis Decker
16 years, Galveston County Mayors and Councilmembers Association

Paul Hopkins, Jr.
7 years, Galveston County Commissioners Court

Non-Voting Member
Vacant at this time
AT&T

Staff Members

Jack R. Wilkins	Executive Director	24 years
David S. Brinkley	Operations Technician	21 years
Tim Campbell	Data Communications Specialist	9 years
Kristin Leary	General Office Administrator	6 years
Donna Head	Front Office Administrator	1 year

Budget Summary

	2021 Budget	2020 Budget	$ difference	% of change
RTRS Subscriber Fees	$ 432,870.00	$ 427,428.00	$ 5,442.00	1.27%
9-1-1 Fees	$ 2,114,688.00	$ 1,902,638.00	$ 212,050.00	11.15%
Misc Revenue	$ 100.00	$ 100.00	$ -	0.00%
Interest Income	$ 22,779.00	$ 51,950.00	$ (29,171.00)	-56.15%
Total Cash Receipts	$ 2,570,437.00	$ 2,382,116.00	$ 188,321.00	7.91%
9-1-1 Network/Database Services	$ 129,300.00	$ 135,000.00	$ (5,700.00)	-4.22%
Wireless 9-1-1	$ 23,200.00	$ 24,500.00	$ (1,300.00)	-5.31%
Private Switch	$ -	$ 420.00	$ (420.00)	-100.00%
PSAP Maintenance	$ 30,017.00	$ 11,725.00	$ 18,292.00	156.01%
9-1-1 Equipment Maintenance Contracts	$ 171,000.00	$ 171,000.00	$ -	0.00%
Personnel Expenses	$ 762,323.00	$ 734,349.00	$ 27,974.00	3.81%
Office Supplies & Equipment	$ 10,000.00	$ 10,000.00	$ -	0.00%
Postage	$ 700.00	$ 700.00	$ -	0.00%
Office Utilities	$ 18,240.00	$ 24,000.00	$ (5,760.00)	-24.00%
RTRS Utilities	$ 50,820.00	$ 44,700.00	$ 6,120.00	13.69%
Board Development	$ 30,000.00	$ 30,000.00	$ -	0.00%
Staff Development	$ 26,200.00	$ 20,200.00	$ 6,000.00	29.70%
Seminar Registration-Board	$ 6,000.00	$ 6,000.00	$ -	0.00%
Seminar Registration-Staff	$ 9,030.00	$ 7,680.00	$ 1,350.00	17.58%
Regional/State Business Meeting	$ 14,220.00	$ 16,650.00	$ (2,430.00)	-14.59%
Insurance	$ 116,264.00	$ 115,000.00	$ 1,264.00	1.10%
Professional Memberships & Services	$ 48,890.00	$ 42,000.00	$ 6,890.00	16.40%
Pub Info & Ed and Dispatcher Recog.	$ 15,000.00	$ 15,000.00	$ -	0.00%
Communications	$ 10,000.00	$ 10,000.00	$ -	0.00%
Training Library & Seminars for Dispatchers	$ 1,000.00	$ 1,000.00	$ -	0.00%
Vehicle Allowance & Maintenance	$ 18,340.00	$ 18,340.00	$ -	0.00%
RTRS Facilities & Equip. Maintenance	$ 204,225.00	$ 190,700.00	$ 13,525.00	7.09%
RTRS & Operational Contingency	$ 10,000.00	$ 10,000.00	$ -	0.00%
Tower Rent / RTRS	$ 27,672.00	$ 27,672.00	$ -	0.00%
Sinking Fund for 9-1-1 Equip	$ 500,000.00	$ 500,000.00	$ -	0.00%
Total Disbursements	$ 2,232,441.00	$ 1,703,983.00	$ 528,458.00	31.01%
Net Increase/Decrease in Cash	$ 337,996.00	$ 202,465.00	$ 135,531.00	66.94%
Capital Expenditures	$ 61,000.00		$ (61,000.00)	
Capital Expenditures will be capitalized for financial statement purposes and will be depreciated over the useful life of the items				
Net Increase to Reserves	$ 276,996.00	$ 202,465.00		

Notes to Financial Statements

Below are some details of each line item in our budget.

INCOME ACCOUNTS

RTRS Subscriber Fees

A User Fee is based on a radio unit count for users with interlocal agreements for operation on the Regional Trunked Radio System. This budgeted amount is based on approximately 4,941 radios expected to be on the system in the year 2021 at a monthly rate of $7.50 for participating Governmental radios and $10.00 for Non-Governmental radios and $9.00 for non-participating Government.

9-1-1 Fees:

Wireline Fees

Local telephone companies operating in the Districts service area collect revenues. The incumbent telephone companies are ATT, Verizon and Cameron. The fee schedule is as follows:

$1.00 per month on residential service

$4.00 per month on business service

$5.00 per month on trunks

Also included is revenue collected from Competitive Local Exchange Carriers (CLECs) that operate in the District's service area. These phone companies charge the same rate as the three Incumbent Telephone Companies. There are approximately 70 CLECs operating within Galveston County. VOIP providers also offer service to consumers in our service area. This proposed budget does not reflect a change in the rates. If a VOIP provider cannot determine if their customers are business or residential, they should pay the $.50 VOIP Nomadic fee.

Wireless Fees

The District receives monies passed through from the State of Texas for wireless phone service. The wireless carriers collect $0.50 per phone, per month. The wireless per unit rate is set by the Texas Legislature. This money is sent to the State and divided among the 9-1-1 Districts, Council of Governments and Home Rule Cities according to population totals. This proposed budget does not reflect a change in the rate (Set by Legislature).

Interest Income:

Interest Income - Operating

This is an estimate of the income derived from interest on the funds on deposit in our Demand Deposit Account.

Interest Income - Certificates

This is an estimate of the income derived from interest on the funds held in Certificates of Deposits.

Interest Income - TexPool

This is an estimate of the income derived from interest on the funds on deposit in TexPool and TexPool Prime.

EXPENSE ACCOUNTS

9-1-1 Network /Database Services

The three Incumbent Local Exchange Carriers, ATT, Verizon and Cameron phone companies, as well as Time Warner cable, charge the District for the network and database management. Currently, the District uses ATT for database services.

Wireless 9-1-1

The District currently receives Phase I & II data from all wireless carriers in Galveston County. Phase I provides Automatic Number Identification (ANI) for wireless phones. Phase II provides the location of the caller.

PSAP Maintenance

There are costs associated with the seven Dispatch Centers within our service area that fall within the District's budget. This may include the moving of the 9-1-1 equipment in a scheduled or an unscheduled event. This category does cover events at the PSAP that the District has no control over, such as remodels or moves to new facilities. This also covers the maintenance and spare parts to the 4.9 MHz wireless network that we use as a back up to the Comcast network. This wireless network will carry 9-1-1 traffic in the event of a failure in the Comcast network.

CPE Equipment Maintenance

This is for the Maintenance agreement with ATT covering the equipment installed at each of the PSAPs. This includes the equipment that is used to answer 9-1-1 calls as well as the network and routers. This also includes the software and firmware updates to the 9-1-1 software.

Personnel Expenses

This includes direct costs associated with five District full-time employees and two retirees. These costs include salary, health insurance, disability insurance, payroll taxes, employer contributions to the TCDRS and deferred compensation programs as well as the cost of living adjustment and the merit pool. Calculations are based on the application of the salary plan as approved by the Board.

Office Supplies and Equipment

General expendable supplies used for daily operation of the District office are expensed from this category. This also includes new furniture and equipment as well as regular maintenance of the equipment, including such items as the copy machine, computers and other office equipment. This also includes software used in the District office.

Postage

Mailing costs for all correspondence.

Office Utilities

The agreement with the County of Galveston for office facilities located at 1353 FM 646 Rd W, Suite 101, Dickinson, Texas. The monthly amount is based on the estimated utility expenses for our portion of the building expenses.

RTRS Utilities

This covers electricity to run the tower sites as well as communication circuits between the sites and the control equipment. This also covers the propane that is needed for the RTRS generators.

Board Development

The District budgets for each voting Board member and Board Attorney to attend two national conferences.

Staff Development

The District budgets for Staff members to attend primarily national conferences and special purpose national training sessions.

Seminar Registration – Board

This covers the registration fees for national conferences for Board members.

Seminar Registration – Staff

This covers the registration fees for primarily national conferences and special purpose national training sessions for Staff members.

Regional/State Business Meeting

Regional and State meetings are typically HGAC, LOG (Galveston, Harris and Montgomery Counties), Texas Chapter National Emergency Number Association, Texas APCO, Texas Emergency Management, State 9-1-1 Commission, PUC, the Texas 9-1-1 Alliance.

Insurance

The District has insurance coverage for fire, windstorm, flood, theft, general liabilities, auto, employment practices and workers compensation as well as coverage on equipment and liability coverage at the tower sites.

Professional Memberships and Services

Some of the District employees are members of National Emergency Number Association (NENA), Association of Public Safety Communications Officials (APCO), and Motorola Trunked User Group (MTUG). Monthly accounting services, an annual audit, monthly legal representation, and participation in the Texas 9-1-1 Alliance are all included in professional services.

Public Information and Education and Dispatcher Recognition

This is primarily for promotional items that are purchased and then furnished to the public education units of Police, Fire and EMS services for their programs. In addition, the District hosts an annual appreciation event for the Galveston County dispatchers/telecommunicators in September of each year.

Communications

This includes the Administrative office telephone cost and internet access. This also includes wireless communications.

Training Library and Seminars for Dispatchers

The District pays for PSAP employees to attend various seminars per year.

Vehicle Allowance and Mileage Reimbursement

The District owns one vehicle. District employees are asked to use personal automobiles for District business when the District owned vehicle is in use. Designated employees will receive a vehicle allowance which is intended to cover the cost of the personal vehicle, including insurance, maintenance, repairs, fuel, etc. Mileage reimbursement is based on the IRS mileage rate. This also covers fuel and maintenance on the District owned vehicle.

RTRS Facilities and Equipment Maintenance

This covers the maintenance needed to keep the tower sites operational. Each RTRS tower site has a generator. The District contracts for generator service & inspections. Each RTRS tower site also has a UPS system that is covered under a maintenance agreement. We have a maintenance agreement with Harris County that covers the majority of the infrastructure at the tower sites. This also includes air conditioning repairs and labor for repairs not covered under the maintenance agreements. RTRS transmission lines and antennas are not covered by maintenance contracts.

RTRS and Operational Contingency

Every effort is made to accurately reflect our expenses in the current budget; however, this account will cover any non-budgeted expense items. If the budgeted amount is not used, it will be contributed to the reserve fund.

Tower Rent / RTRS

The District leases one tower at Ginger Rd.

Sinking Fund for 9-1-1 and RTRS Equipment

The District will need to begin replacing 9-1-1 equipment. Current quotes are for $1,000,000 to upgrade all equipment.

Capital Additions

There are three expected capital addition projects planned for 2021: the purchase of Genwatch radios, the purchase of new air conditioning units at the Texas City and Galveston Tower sites, and the boosting of connectivity to High Island.

Fee Schedule for Galveston County Emergency Communication District

For each wireless phone (cell phones) (as set by State Legislature)	$ .50 per month
For each residential wireline phone	$ 1.00 per month
For each business wireline	$ 4.00 per month
For each wireline trunk	$ 5.00 per month
For each Nomadic VOIP access number	$ .50 per month
For each Non-Nomadic VOIP residential number	$ 1.00 per month
For each Non-Nomadic VOIP business number	$ 4.00 per month
For each participating Governmental radio on the RTRS system	$ 7.50 per month
For each Non-Governmental radio on the RTRS system	$ 10.00 per month
For each Non-Participating Galveston County Municipal Radio on the RTRS system	$ 9.00 per month

Contact Information

If you have any questions about Galveston County Emergency Communication District or about this proposed budget, please feel free to contact us.

Jack Wilkins, Executive Director	Kristin Leary, Office Administrator
jackw@galco911.org	kristinl@galco911.org
409-771-6226	409-771-9971

Company Information

Galveston County Emergency Communication District
1353 FM 646 Rd W, Suite 101
Dickinson, Texas 77539
409-935-3911
fax 281-534-8437

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF GALVESTON

AND TEXAS WORKFORCE SOLUTIONS

This Agreement is made effective the ___ day of _____2020, between the City of Galveston (City), acting through its duly appointed City Manager, and Texas Workforce Solutions (TWS).

W I T N E S E T H :

WHEREAS, the City of Galveston enters into interlocal agreements with various political subdivisions for the purposes of better providing services to its constituents, and neighboring communities as the needs arise; and,

WHEREAS, the City of Galveston wishes to enter into an interlocal agreement with TWS so that the City may enhance its workforce with no impact on City resources; and,

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, the City is authorized to contract with eligible entities to perform government functions and services; and

WHEREAS, TWS is an eligible entity under the Texas Interlocal Cooperation Act and desires to contract with the City on the terms described herein; and

WHEREAS, TWS has expressed interest in entering into the proposed interlocal agreement; and,

WHEREAS, pursuant to the authority granted by the Texas Interlocal Cooperation Act (Tex Gov't Code Ann. 791,001, et seq.) providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein agree as follows:

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

1. TERM OF AGREEMENT

1.1 This Amended Agreement becomes effective when the Amended Agreement fully executed by the City and TWS and shall renew annually and automatically for a period of five (5) years subject to appropriation, unless sooner terminated or amended as provided by the terms of this contract.

2. SCOPE OF SERVICES

21 See Exhibit A for scope of services.

3. TERMINATION & MODIFICATION

3.1 Either party may terminate this Agreement with or without cause by providing ninety (90) days written notice to the other party.

4. NOTICE

5.1 All notices shall be in writing. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City: City of Galveston
City Manager
P.O. Box 779
Galveston, Texas 77553

To TWS:

Either party may designate a different address by giving the other party ten (10) days written notice.

5. SEVERABILITY

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

6. VENUE

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

7. ENTIRE AGREEMENT

8.1 This Agreement, including Exhibits referenced in this Agreement, sets forth the entire agreement between the parties. All prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded and extinguished by the execution of this Agreement.

8. PARAGRAPH HEADINGS

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

9. UNDERSTANDING, FAIR CONSTRUCTION

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

This Amended Agreement shall be in effect from and after the ____ day of _____, 2020, the date of execution by the parties.

TEXAS WORKFORCE SOLUTIONS

BY: _____

CITY OF GALVESTON

BY: _____
City Manager

ATTEST:

BY: _____

ATTEST:

BY: _____

APPROVED AS TO FORM:

BY: _____
City Attorney

Workforce Solutions

ON-THE-JOB TRAINING

What is On the Job Training?

- The hiring of an individual who needs additional training and/or skills to adequately perform the task the new position entails.
- Provides the employer 50% reimbursement for the new hires hourly wages during the duration of training, for up to 400 hours.
- If combined with a Registered Apprenticeship, a 75% reimbursement rate and up to 640 hours may be approved.

Who is Workforce Solutions?

Workforce Solutions is the public workforce system in the Houston Galveston region. We help employers build a strong workforce and people build careers. We're here to help you find qualified candidates that are trained and are equipped with the right skills to fill your position.

Which Employers are Eligible?

1. Does the employer have immediate job openings?
2. Does the employer have at least 3 W-2 employees?
3. Does the position pay at least $12.00/hour?
4. Does the employer offer training?
5. Is the opening for 30 hours or more a week?
6. Is the position a non-seasonal/ permanent position?

If all questions were answered "YES" then this could be a viable OJT employer!

What's Next?

1. Employer completes the OJT Eligibility Questionnaire
2. Once approved, develop a job description and eventually a training plan that outlines the training that will be conducted. (OJT Training Consultants will help with Training Plan Outline)
3. OJT recruiters will contact the employer to get final details on hiring needs and will begin sourcing, prescreening and recruiting candidates based on the job description and the skills and qualifications the employer has set.
4. Employer Interviews and selects the individual they wish to hire.

Employer Responsibilities:

1. To consider OJT employees as regular employees, entitled to all benefits per employer policy as required by the state or federal law.

2. Maintain communication with OJT representative with the hiring of the individual, prior to or immediately upon termination of employment.

3. To provide at least monthly feedback on the employees training progress.

How are Employers Reimbursed?

Employers are reimbursed at 50% of hourly wages intermittently throughout the training (75% with a Registered Apprenticeship for up to 640 hours) with:

1. Employer providing payroll documentation such as paystubs or payroll summary that summarizes total hours worked and the hourly wage during training period.

2. An evaluation of the participant's progress according to the training objectives.

3. Reimbursements are done monthly or employer can decide to do them at the end of the training.

For more information please e-mail: OJT@wrksolutions.com

Workforce Solutions is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. **Relay Texas:** 1.800.735.2989 (TDD) 1.800.735.2988 (voice) or 711

City of Galveston

HUMAN RESOURCES DEPARTMENT
P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

To: Honorable Mayor and Members of the City Council

From: Kent Etienne, Jr. – Executive Director

Date: October 22, 2020

RE: Discuss and consider for approval an interlocal agreement between the City of Galveston and Texas Workforce Solutions, authorizing participation of prospective employees in the On-The-Job Training program.

I. BACKGROUND

A. The Human Resources Department has communicated current initiatives and personnel needs to the Texas Workforce Commission (TWC), which is part of Texas Workforce Solutions (TWS); a local and statewide network comprised of 28 development boards and other community partners.
B. While various job boards are routinely used to advertise vacant positions, there has been a need to expand efforts and leverage resources available in the region.
C. TWS Business consultants within the county have worked hand in hand with the HR Director to review current offerings, eligibility requirements, and to identify the program that would best align with the vision and initiatives of the City of Galveston.

II. CURRENT SITUATION

A. The Human Resources Department strives to identify innovative methods and techniques for recruiting qualified personnel to fill vacancies within the City of Galveston.
B. The Texas Workforce Solutions (TWS) currently offers a program within the Houston Galveston region that could further the City's diversity and inclusion efforts, help to build a stronger workforce, and aid in the retention of qualified personnel.
C. The agency has offered to function as an extension of the Department's recruiting branch, while recognizing all City policies and hiring procedures.
D. Specifically, the City is in need of establishing an On-The-Job Training Program to focus on jobs that involve new technologies, production, service or additional skills for full-time positions.

III. ISSUES

A. Whether to approve an interlocal agreement between the City of Galveston and Texas Workforce Solutions, authorizing participation of prospective employees in the On-The-Job (OJT) Training program.

IV. ALTERNATIVES IN ORDER OF PRIORITY

A. Alternative #1: Approve the recommendation.
B. Alternative #2: Take no action.

V. RECOMMENDATION

A. Concur with Alternative A. Approve an interlocal agreement between the City of Galveston and Texas Workforce Solutions, authorizing participation of prospective employees in the On-The-Job Training program.

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VI. FISCAL NOTE

A. Qualified individuals hired through the OJT program would be full-time employees of the City of Galveston. The City will not incur any costs in addition to total compensation provided to new employees.
B. The City will receive 50% of salary reimbursement for new hires that participate in the program. The reimbursement will be for a maximum of 400 hours per employee.

Respectfully submitted,

Kent Etienne Jr., Executive Director

City of Galveston

SPECIAL EVENTS
STAFF REPORT

October 16, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the set aside of $60,000 which will be funded from the Island Transit Capital account to support a 20% match for an FTA Public Transportation COVID-19 Research Grant that will supply non-contact payment systems and other updated equipment for the transit operation.

I. Background

A. Island Transit is seeking a portion of the $10M grant program that will identify ways to make transit operations more efficient and improve mobility nationwide.

B. The project we are seeking fits this program in the fact that it will be a contactless payment system, but has the opportunity to be so much more.

C. Some of the functionality items that Island Transit seeks are:

- Contactless Payment
- Automatic Vehicle Location (AVL)
- Automatic Passenger Counter (APC)
- Scheduling information that would auto feed into NTD
- Crowding information for accurate passenger counts

D. Island Transit plans to seek $300K, while providing a 20% (standard) match.

E. This is a competitive grant, so offering a match, will likely assist in getting a higher score.

II. Current Situation

The City Council will have to approve allowing the set aside of $60,000 which will be funded from the Island Transit Capital account to support a 20% match for an FTA Public Transportation COVID-19 Research Grant that will supply non-contact payment systems and other updated equipment for the transit operation.

III. Alternatives in order of priority

A. Approve the request.

1. Cost - if awarded, $60,000

2. Timing - ASAP
3. Departmental Improvements - will supply needed equipment to increase accountability and reduce the spread of COVID-19.

B. Do not approve the request.

1. Cost - No cost to the city at this time. The chance of being awarded the grant will be decreased.
2. Timing - N/A
3. Departmental Improvements - operations will continue operating as they are now.

IV. Recommendation

Concur in Alternative A and approve allowing the set aside of $60,000 which will be funded from the Island Transit Capital account to support a 20% match for an FTA Public Transportation COVID-19 Research Grant that will supply non-contact payment systems and other updated equipment for the transit operation.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Island Transit Capital Account
Savings Estimation	Will increase accountability which will aid in better opportunities for future grants.

VI. Environmental Impact

The systems listed above will follow all TCEQ and EPA standards.

Respectfully Submitted

David Smith
Executive Director

City of Galveston

City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

October 15, 2020

Mayor Pro Tem Craig Brown
Hon. Members of City Council
City Hall
Galveston, Texas 77550

RE: Recommendation to appoint Barry Willey as an Assistant City Attorney

Greetings:

This is to recommend the City Council appoint Mr. Barry Willey to the position of Assistant City Attorney with the City. This recommendation is made pursuant to City Charter Art. V §2 which states that Assistant City Attorneys may be appointed by the Council on the recommendation of the City Attorney.

The City Attorney's Office has lost Kim Coogan to the City of Waco. Upon announcement of her intent to depart we initiated a search for candidate in conjunction with the Human Resources Department.

The civil service work Kim was doing has been shifted to Beverly West due to her experience in that area from prior employment. Ms. West will continue her work with economic development and public corporations, as well as other matters.

Ms. Coogan had been active in a number of litigation matters and that gap needs to be addressed. The City currently has litigation pending as well as claims related to various construction projects. It is my intent to initiate litigation in a forum other than municipal court in matters of code enforcement. So litigation experience is highly desirable.

After reviewing candidates with relevant experience, it is apparent that Barry Willey is best suited for the position. His resume is attached. Mr. Willey is a resident of the City and has been licensed for 27 years. He currently works for the Galveston CAD litigating cases and previously was employed by Galveston County in its Legal Department conducting litigation.

Additionally, Mr. Willey has an undergraduate degree in Ocean Engineering from Texas A&M and had been employed as an engineer for five years in the Las Angeles District of the US Army Corps of Engineers. I expect that training and experience will be of benefit to the City as well.

I wholehearted recommend Barry Willey be appointed to the position of Assistant City Attorney for the City. If you have any questions, please contact me.

Very truly yours

DONALD S. GLYWASKY
City Attorney

Barry C. Willey

[redacted], Galveston, Texas 77551

Phone: [redacted] email: [redacted]

Legal Experience

Galveston Central Appraisal District, Staff Attorney, Texas City, Texas — Aug 2019 - Present

I provided counsel and defended the Galveston Central Appraisal District in litigation involving the appraised value of real property for commercial and residential properties. I handled all aspects of the litigation as the sole in-house attorney for the District. I represented the District and other taxing entities in administrative matters regarding the 2019 Property Value Study conducted by the State Comptroller's Office. I also provided advice on open records requests, open meeting requirements, and legal issues involving the Tax Code.

Galveston County Legal Department, Galveston County, Texas — 1994 - Aug 2019

First Assistant Attorney, 2014 – 2019; Second Assistant Attorney, 1998-2013; Staff Attorney, 1994-1998

My primary duties consisted of providing counsel to and defending Galveston County, its officials and employees against state and federal actions addressing civil rights, employment discrimination, property rights, and claims under the Tort Claims Act. In my litigation practice, I handled all aspects from preparing pleadings and discovery, to motion practice, along with first chair trial and appellate cases. I had the responsibility of managing claims, workers' compensation cases and civil litigation in the office. I negotiated, prepared, and reviewed interlocal agreements, commercial and construction contracts. As a sworn Assistant Criminal District Attorney, I researched and prepared appellate briefs for Child Protective Service, in addition to mental health, and TB commitment cases. I mentored and supervised two administrative positions and two attorney positions.

Burwell, Enos and Baron, P.C., Attorney/Intern, Texas City, Texas — 1993-1994

Assisted in the preparation, trial, and appeals of personal injury, labor, and workers' compensation cases.

U.S. Army Corps of Engineers, Engineer, Los Angeles, California and Galveston, Texas — 1985-1990

During my various assignments, I worked with a team to conduct civil works studies, oversaw civil works construction, evaluated permit applications and was appointed as the National Emergency Program Manager for the Galveston District.

Cases (Complete list of published cases upon request)

In re State Bar of Texas, 440 S.W.3d 621 (Tex. 2014)
Severance v. Patterson, 682 F.3d 360 (5th Cir. 2012), (566 F.3d 490 (5th Cir. 2009))
In re Commitment of J.S.T., 478 S.W.3d 856 (Tex. App. – Houston [1st. Dist.] 2015)

Admissions

State of Texas, November 1993; United States District Court for the Southern District of Texas, 1993; United States District Court for the Western District of Texas, 2019; United States Court of Appeals Fifth Circuit, 1997; United States Supreme Court, 2003

Education

South Texas College of Law, Juris Doctorate — 1990-1993
Texas A&M University, Bachelor of Science in Ocean Engineering — 1980-1984

References (additional references upon request)

Douglas Brining, Executive Director of Animal Resource Center, UTMB (720) 626-6312
Bob Boemer, Former Director, Galveston County Legal Department (713) 553-8611
Scott Weaver, Director. Institute for Humans Infections and Immunity, UTMB (409) 457-7970

City of Galveston

City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

October 14, 2020

Honorable Councilmembers
City Council
City of Galveston, Texas

RE: Request for further authorization to expend fund in prosecution of the litigation against Comcast

Dear Members of Council:

In January 2018 City Council authorized the initiation of litigation against Comcast related to the payment of franchise fees. The City is represented by the firm of Lloyd Gosselink. The total fee authorized for payment to that firm at the time was $29,740.55.

Lloyd Gosselink has utilized the amount allocated and further authorization is required to allow further prosecution of the claim. This is to recommend an increase in the authorized amount by $14,000.

Further information is being provided by was of a confidential memorandum. Please contact me with any questions.

Very truly yours,

s/ Donald Glywasky
DONALD S. GLYWASKY
City Attorney