

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
TUESDAY - MARCH 24, 2020 - 1:15 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
 - American Flag
 - Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.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. Sexual Assault Awareness Month Proclamation
 - B. National Crime Victim's Rights Week Proclamation
 - C. Child Abuse Prevention and Awareness Month Proclamation
 - D. International Oleander Month Proclamation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
 - 6.B. The Investment Reports For Quarter Ended December 31, 2019 (M. Loftin)

Documents:

[INVESTMENT REPORTS FOR QRT ENDING DEC 31, 2019.PDF](#)
 - 6.C. Presentation Of The FY 2019 Comprehensive Annual Financial Report
7. COMMUNICATIONS AND PETITIONS
 - Claims: 20-017 - James Nance; 20-018 - Cindy Paige; 20-019 - Tomas Ream; 20-020 - Anita Williams; 20-021 - Janice Hutchins; 20-022 - Robert Miranday, Sr.; 20-023 - Matthew King; 20-024 - Gerald Irving; 20-025 - K-Yana Lawrence; 20-026 - James Claffy/Robert Orleanski; 20-027 - Alvin Cooper; 20-028 - Debopriyo Halder; 20-029 -

8. PUBLIC HEARINGS

- 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1212 19th Street And Legally Described As The South 47 Feet Of Lot 1 (1-1), Block 18, In The City And County Of Galveston, Texas As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 20LC-009; Making Various Findings And Provisions Related To The Subject. (K. White)

Documents:

[20LC-009 CC PKT.PDF](#)
[20LC-009 SUPPORTING DOCUMENTATION.PDF](#)

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 4824 Austin Drive, As A "Galveston Landmark", Property Is Legally Described As Lot 8, Palm Gardens, A Suvdivision, 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-003; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[20LC-007 CC STF.PDF](#)

9. 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 read by City Staff during the meeting.

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

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

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Declaring A State Of Disaster And Emergency In The City Of Galveston Related To The Emergence Of The Corona Virus/Covid 19; Confirming And Ratifying The Declaration Of The Local State Of Emergency Signed By The Mayor; Confirming And Ratifying The Order Issued By The Mayor For Related To Closure Of Public Entertainment Venues And To The Closure Of Bars And Restaurants In The City Of Galveston; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Yarbrough)

Documents:

[ORDINANCE-CONFIRMING DECLARATION AND ORDERS.DOCX](#)
[LOCAL STATE OF DISASTER - COVID-19.PDF](#)
[ORDER CLOSING RESTAURANTS AND BARS.PDF](#)
[ORDER CLOSING ENTERTAINMENT VENUES.PDF](#)

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Designated Hours For Early Voting By Providing For Early Voting On Saturday April 25, 2020; And Replacing An Early Voting Ballot Board Member, For The Election To Be Held In The City Of Galveston On The 2nd Day Of May; Making Other Provisions Of Fact And Providing For An Effective Date.

Documents:

[AMENDED GENERAL ELECTION ORDINANCE - MAY 2020.DOC](#)

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Total Operating Budget For Fiscal Year Ending September 30, 2020, By Adjusting Various Budget Accounts In The Amount Of Two Million Three Hundred Fifty Three Thousand Six Hundred Seventy-Eight Dollars (\$2,353,678) To Adjust And Properly Record For Disbursement Of Approved Cola/Target Increases, Police Pay Reserve, Fire Pay Reserve, Group Health Reserve And Adjustments To Capital Outlay/Reserve Accounts; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Documents:

[BUDGET AMENDMENT FY20 NO 1 STAFF REPORT.DOCX](#)
[FY20 BUDGET AMENDMENT NO 1.PDF](#)

- 10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 4, "Alcoholic Beverages", To Amend Prohibition Consumption Areas In Regard To "Stewart Beach"; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Yarbrough)

Documents:

[CHAPTER 4 - ALCOHOLIC BEVERAGES -STEWART BEACH.DOC](#)

- 10.E. Consider For Approval An Ordinance Of The City Of Galveston Texas Amending The City Code Of The City Of Galveston 1982, As Amended Chapter 34 "Traffic", Article Iii, "Vehicle Operation" Section 34-59; Altering The Prima Facie Speed Limits Established For Vehicles Utilizing Fm 3005 Within The City Of Galveston Pursuant To The Provisions Of Texas Transportation Code § 545.356, Upon The Basis Of An Engineering And Traffic Investigation, Upon Certain Streets And Highways, Or Parts Thereof, Within The Corporate Limits Of The City Of Galveston As Set Out In This Ordinance; Amending City Code; Providing For Findings Of Fact Related Thereto; Providing A Penalty Of A Fine For The Violation Of This Ordinance In An Amount Not To Exceed That Allowed By State Law, And Providing For An Effective Date.

Documents:

[CHAPTER 34 - TXDOT SPEED 3005 CHANGES.DOCX](#)
[TXDOT - SPEED LIMIT CHANGES ON FM 3005.PDF](#)

- 10.F. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Postponing The Municipal Election Of Many 2, 2020 Until November 3, 2020 Due To A Public Health Emergency; Preserving All Candidate Filings And Ballot Order Actions Already Taken; Providing For Holdover In Office Of Current Office Holders, Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date.

Documents:

11. 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.

- 11.A. Consider For Approval Accepting The City Auditor's Office Memos On Fund Transfer (Consult-Park2020-2) And Beach Buddies Concessions (Consult-Park2020-3) For The Park Board. (G. Bulgherini).

Documents:

[FUND TRANSFER CONSULT-PARK2020-2 FINAL.PDF](#)
[1. BEACH BUDDIES CONSULT-PARK2020-3 FINAL.PDF](#)

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Extending The Term For The Complete Count Committee; Providing For Findings Of Fact And Providing For An Effective Date.

Documents:

[CCC TERM EXSTENSION STAFF REPORT 2ND.DOCX](#)
[COMPLETE COUNT COMMITTEE TERM EXTENSION 2ND.DOC](#)

- 11.C. Consider Approving The Renewal Of IGM Technologies Gravity Cloud-Based Solution Tool For Preparing The Comprehensive Annual Financial Report (CAFR). (M. Loftin)

Documents:

[RENEWAL OF IGM TECHNOLOGIES GRAVITY.PDF](#)

- 11.D. Consider For Action Approval Of A Contract With Willdan Financial Services To Perform A Revenue Sufficiency Analysis For The City's Combined Utility System And Sanitation Enterprise Funds. Authorizing The City Manager To Execute All Documents Upon Approval From The City Attorney. (M. Loftin)

Documents:

[UTILITY RATE STUDY CONSULTANT FIRM STAFF REPORT FOR WILLDAN 2020.PDF](#)
[RFP 20-05 WILLDAN RATE STUDY CONTRACT COMPLETE.PDF](#)

- 11.E. Consider For Approval Of A Mutual Aid Agreement Between The City Of Galveston And The Board Of Trustees Of The Galveston Wharves, For The Sharing Of Resources During Emergencies, For Better Coordination And Authorizing The City Manager To Sign The Agreement. (M. Morgan)

Documents:

[MARK MORGAN OEM PORT STAFF REPORT.DOCX](#)
[CITY-PORT MUTUAL AID AGREEMENT - SIGNED BY PORT.PDF](#)

- 11.F. Consider For Approval The Annual Maintenance Support Agreement For The City's

Public Works Asset And Maintenance Management System, VueWorks, To Data Transfer Solutions (DTS) In The Amount Of \$20,000. (H. Dean)

Documents:

[STAFF REPORT VUEWORKS MAINTENANCE.PDF](#)
[100059953 2020-02 1451505.PDF](#)

- 11.G. Consider For Approval The Renewal Of The Maintenance Agreement For City's Enterprise Phone To Presidio Networked Solutions, Inc. For The Amount Of \$18,233.38. (H. Dean)

Documents:

[STAFF REPORT ENTERPRISE PHONE SYSTEM-CISCOSMARTNET RENEWAL.PDF](#)
[PRESIDIO_CISCOSMARTNETRENEWAL_QUOTE.PDF](#)

- 11.H. Consider Approving Reimbursement To BFI For Repairs Needed At The Transfer Station In The Amount Of \$19,655.62. Funding Source Is The Sanitation Operating Budget. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (C. DeWitt)

Documents:

[BFI - REPAIRS TO THE TRANSFER STATION.PDF](#)

- 11.I. Consider For Approval, The Purchase Of The Sewer Line Rapid Assessment Tool (SL-RAT) Inspection Equipment Through A Buy Board Contract From Dukes Root Control For \$26,430.00. (T. Pedraza)

Documents:

[DUKES ROOT CONTROL - SL-RAT INSPECTION EQUIPMENT.PDF](#)

- 11.J. Consider Approval Of Change Order #03 With Lucas Construction Company, Inc., For The 27th Street Improvements From Avenue O To Seawall Boulevard (Phase II) Project (RFP #19-12) Increasing The Contract By \$57,225.00 From The Amount Of \$1,407,652.00 To The Amount Of \$1,422,877.00 (A Cumulative Increase Of 7.93% From The Original Contract Sum). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[LUCAS CONSTRUCTION - 27TH ST IMP. PROJECT - CHANGE ORDER 3.PDF](#)

- 11.K. Consider For Approval Of Change Order No. 4 To The Contract With LEM Construction Co., Inc., For The Airport Wastewater Treatment Plant Improvements Project, Increasing The Contract By \$36,966.38 From The Amount Of \$7,203,310.29 To A New Total Amount Of \$7,240,276.67 (A Cumulative Increase Of 6.6% From The Original Contract Sum) And Increasing The Contract Time By 90 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[LEM CONSTRUCTION - AIRPORT WWTP IMP. - CHANGE ORDER 4.PDF](#)

- 11.L. Consider For Approval Change Order No. 5 To The Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project, Increasing The Contract By \$113,251.02 From The Amount Of \$10,526,323.33 To A New Total Amount Of \$10,639,574.35. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[MAIN LANE - 45TH STREET IMPROVEMENTS - CHANGE ORDER 5.PDF](#)

- 11.M. Consider For Approval Change Order #6 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By \$38,277.00 (0.36%) From The Amount Of \$11,194,142.20 To The Amount Of \$11,232,419.20, And Extending The Contract Term By 59 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[JW KELSO - PUBLIC WORKS FACILITY - CHANGE ORDER 6.PDF](#)

- 11.N. Consider For Approval An Amendment To The City Of Galveston Professional Contract With Lockwood, Andrews And Newnam, Inc. (LAN) For Additional Services In The Amount Of \$237,770.00 For Design And Engineering Of The Pirates Beach Wastewater Treatment Plant (WWTP) And Associated Facilities Reconstruction. (D. Anderson)

Documents:

[LAN - DESIGN OF PIRATES BEACH WWTP - AMENDMENT.PDF](#)

- 11.O. Consider Approval Of A Contract With Texas Gulf Construction Company, Inc. For Legas Drive Bulkhead (RFP #20-03) In The Amount Of \$661,800.72. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[STAFF REPORT LEGAS DRIVE-UPDATED.PDF](#)

- 11.P. Consider Approval Of A Contract With Wharton-Smith, Inc. For Construction Of The Airport Water Plant Expansion (RFP #20-01) In The Amount Of \$8,668,931.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[STAFF REPORT AIRPORT WATER PLANT EXPANSION-UPDATED.PDF](#)

- 11.Q. Consider For Approval Minutes Of The February 27, 2020 Workshop And Regular Meeting. (J. Williams)

Documents:

[FEB MINUTES.PDF](#)

- 11.R. Receive And File The Following Documents:

1. Declaration of a Local State of Disaster related to the emergence of Corona Virus/COVID-19
2. Order closing Entertainment Venues operating on Galveston Island
3. Order closing Restaurants and Bars in the City of Galveston

Documents:

[LOCAL STATE OF DISASTER - COVID-19.PDF](#)
[ORDER CLOSING ENTERTAINMENT VENUES.PDF](#)
[ORDER CLOSING RESTAURANTS AND BARS.PDF](#)

- 11.S. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Skid Loader For MU Drainage) From ASCO Through HGAC Buy For A Total Price Of \$61,763.06 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[ASCO CASE SKID PURCHASE PACKET.PDF](#)

- 11.T. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Backhoe For MU Drainage) From Mustang CAT Through HGAC Buy For A Total Price Of \$126,063.61 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[MUSTANG CAT BACKHOE PACKET.PDF](#)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action The Appointment Of Beverly West To The Position Of Assistant City Attorney On The Recommendation Of The City Attorney. (D. Glywasky)

Documents:

[RECEOMMENDATION TO APPOINT BEVERLY WEST.DOC](#)

- 12.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Supporting The Relocation Of The Battleship "Texas" To The City Of Galveston; Requesting That The Park Board Of Trustees Investigate Galveston As A Possible New Berth Location For The Battleship Texas; 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. (J. Listowski)

Documents:

[RESOLUTION - BATTLESHIP TEXAS.DOC](#)

- 12.C. Resolutions - Mail-In Ballots (Cole/Yarbrough)

1. A Resolution Of The City Council Of The City Of Galveston, Texas Requesting The Governor Of Texas Expand Voting By Mail To Any Person In Order To Allow A More Accessible Option For All Voters; To Decrease In-Person Contact And Crowds At The Polls; To Address The Health Concerns Of The Covid 19 Virus Pandemic And The Upcoming May, 2020 Election; Authorizing

The City Manager To Send This Resolution To The Governor And Any Other Requisite Entity; And Authorize The City Manager To Take Those Steps Necessary To Comply With Any Received Procedures Regarding This Request; Providing For Findings Of Fact And Providing For An Effective Date.

2. A Resolution Of The City Council Of The City Of Galveston, Texas Requesting The Governor Of Texas Suspend In-Person Voting At Voting Poll Locations, And Expand Voting By Mail To All Voters In Response To Decrease In-Person Contact Related To The Health Concerns Of The Covid 19 Virus Pandemic And The Upcoming May, 2020 Election; Authorizing The City Manager To Send This Resolution To The Governor And Any Other Requisite Entity; And Authorize The City Manager To Take Those Steps Necessary To Comply With Any Received Procedures Regarding This Request; Providing For Findings Of Fact And Providing For An Effective Date.

Documents:

[RESOLUTION- GOVERNOR REQUEST -VOTING BY MAIL IN BALLOT.DOC](#)
[RESOLUTION-2 GOVERNOR REQUEST - MAIL IN BALLOT ONLY.DOC](#)

- 12.D. Discuss And Consider Appointments To The Following City Boards, Commission, And Committees:

1. Zoning Board of Adjustments and Appeals

- 12.E. Discuss And Consider For Action Any Executive Session Item Listed On The Workshop Agenda Of March 24, 2020. (Legal)

1. City of Galveston vs Texas General Land Office
2. City of Galveston and Cardinal Construction vs Dannenbaum Engineering
3. No. 20-CV-0249 Tom Thumb Nursery et al vs City of Galveston et al, In the 212th Judicial District Court of Galveston County
4. The purchase, exchange, lease, or value of real property related to the City recycling center on 61st Street in Galveston

13. DISCUSSION ITEMS

- 13.A. Discuss The 2020 Community Development Block Grant (CDBG) And HOME Investment Partnerships (HOME) Proposed Objectives And Projects In The Amount Of CDBG \$1,214,844 And HOME \$275,681. (A. Law - 10 Minutes)

Documents:

[STAFF REPORT 2020 CDBG _ HOME PROPOSED.PDF](#)

- 13.B. Discuss The Creation Of A Recycling Ad Hoc Committee (Cole/Yarbrough - 15 Minutes)

- 13.C. Report Of City Council's Park Board Representative (Collins/Yarbrough - 10 Minutes)

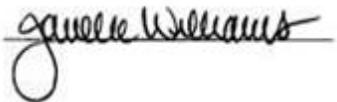
- 13.D. Update On Corona Virus/COVID-19 (B. Maxwell)

- 13.E. Discuss Additional Meetings As May Be Necessary To Discuss And Consider Items Related To The Current State Of Emergency Arising From The Corona Virus/COVID-19. (Yarbrough)

14. 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 March 18, 2020 at 2:30 P.M.

A handwritten signature in black ink that reads "Janelle Williams". The signature is written in a cursive style and is positioned above a horizontal line.

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 of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

March 26, 2020

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

From: Michael Loftin, Assist. City Manager Finance

RE: The investment reports for quarter ended December 31, 2019 presented as part of the City Manager's report.

I. Background

As provided by state law and the City's local policy, not less than quarterly, the investment officers prepare and submit to the governing body of the City a written report of investment transactions for all funds covered by Texas Government Code Section 2256.023 for the preceding reporting period.

II. Current Situation

The City approved investment advisory consulting firm, Hilltop Securities Asset Management prepared and submitted the quarter reports at the Finance, Fiscal Affairs and Investment Advisory committee meeting held on February 18, 2020.

The City's investment portfolio market value totaled over \$170M at December 31, 2019 up from the previous quarter by \$36.5M as a result of proceeds from the Public Improvement Bond issuance that closed on October 30, 2019.

The portfolio included U.S. Treasuries and Federal Agency securities along with balances in money market mutual funds and local government investment pools. The weighted average yield to maturity of the investment portfolio was 1.73% down from 2.215% at September 30, 2019 due to declining yields. Investments in the portfolio that matured this quarter were not replaced with new investments but deposited into overnight liquidity local government investment pools (TexPool and LOGIC).

The Galveston Industrial Development Corporation (IDC) accepted its quarter ending December 31, 2019 investment report in the meeting held on February 4, 2020. Investments for the IDC total just over \$10.7M. Its portfolio included funds held in overnight liquidity local government investment pools (TexPool and TexPool Prime).

III. Recommendations

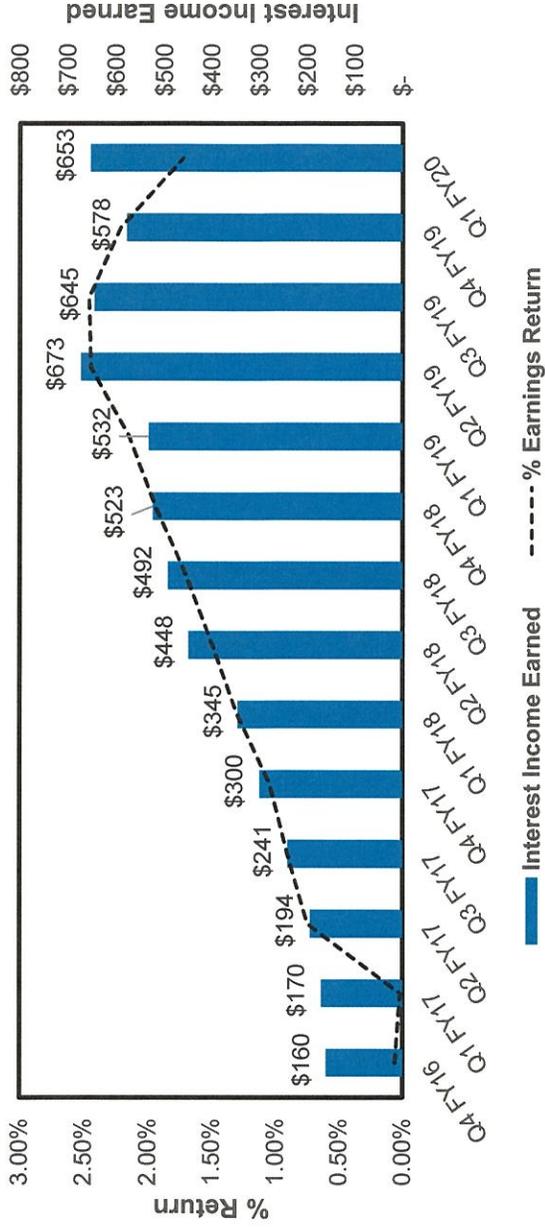
Make available the City and IDC quarter ending December 31, 2019 Investment Reports.

IV. Fiscal Impact Report

None.



City of Galveston Investment Performance (Thousands)





Investment Portfolio Summary

City of Galveston



For the Quarter Ended

December 31, 2019

MARKET RECAP - DECEMBER 2019:

As December began, there were an unusually high number of potential disruptions capable of derailing an already fragile U.S. economy. The December Fed meeting and a U.K. general election, both key events, took a backseat to impending tariff escalation and the possibility of another government shutdown. But one-by-one, all the concerns eased. The December FOMC meeting matched expectations as Fed officials voted to hold monetary policy steady and signaled their intent to maintain the current 1.50% - 1.75% target rate for all of 2020. The U.K. elections produced expected results with Boris Johnson's Conservative party claiming a majority in the British Parliament, which should open the door for the United Kingdom to leave the European Union in 2020. On the U.S. budget front, funding was secured early and with little drama, ensuring the Federal government will continue operating. Recalling the extreme damage caused by last year's 35-day shutdown, both parties were more than willing to kick discussions out into 2021. The December game-changer came on the trade front as the administration announced "Phase 1" of a long anticipated trade deal with China just hours before new tariffs were set to kick in. Investors had apparently expected this painful escalation to be postponed, but the details of the agreement were more upbeat than expected and the announcement of de-escalation was welcomed relief. That relief was bolstered by news that Congress had signed-off on an amended version of the USMCA trade agreement, and representatives from Canada, Mexico and the United States promptly signed the deal.

Turning our attention to the economic data, the ISM manufacturing data retained its crown as the weakest piece of data, slipping from 48.3 to 48.1 in November, a fourth straight month of contraction. ISM's non-manufacturing index fell from 54.7 to 53.9, but remains above 50, indicating continued expansion, albeit at a slower pace. The employment report surprised to the upside as a whopping +266k new jobs were added to payrolls in November, handily beating the +180k median forecast. Upward revisions to the prior two months added another +41k to the tally, taking the monthly average for the last six months to a robust +196k. The unemployment rate dropped from 3.6% to 3.5%, matching a 50-year low. November retail sales rose a slight +0.2%, well shy of the expected +0.5%, however, since Thanksgiving fell so late this year, the tail end of the Black Friday weekend and Cyber Monday both fell into December, suggesting that December sales could get a boost at the expense of November. Inflation remains well contained with CPI running at +2.1% and core PCE well below the Fed's target at +1.5%. Home sales continue to be restrained by lean inventories, but gains in building permits, housing starts, and a 20-year high in the NAHB's builder confidence index all suggest that housing will continue to benefit from a strong labor market and sub-4% mortgage rates. In the year ahead, housing could become an important counter-balance to the recent weakness we have seen in the manufacturing sector.

All in all, December was a positive month with several key risks to the outlook fading, stable economic data, and interest rates holding well within recent ranges. With that backdrop, equity markets extended their rally as all of the major U.S. averages set new highs in the waning days of 2019.

Report Name

- Certification Page
- Executive Summary
- Benchmark Comparison
- Detail of Security Holdings
- Change in Value
- Earned Income
- Investment Transactions
- Amortization and Accretion
- Projected Fixed Income Cash Flows

For the Quarter Ended
December 31, 2019

This report is prepared for the **City of Galveston** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

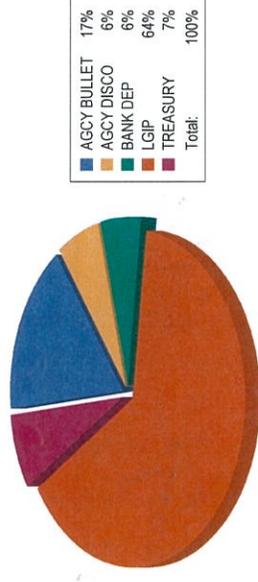
Officer Names and Titles:

 Name: Michael W. Loffin	 Title: Asst. City Manager-Finance
 Name: Tammy Y. Jacobs	 Title: Executive Director & City Controller
 Name: Debbie Jordan	 Title: Accounting Manager

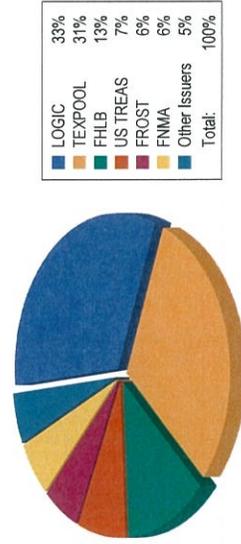
Account Summary

	Beginning Values as of 09/30/19	Ending Values as of 12/31/19
Par Value	134,204,150.05	170,690,672.35
Market Value	134,177,901.54	170,663,173.73
Book Value	134,136,620.40	170,640,410.24
Unrealized Gain/(Loss)	41,281.14	22,763.49
Market Value %	100.03%	100.01%
Weighted Avg. YTW	2.215%	1.730%
Weighted Avg. YTM	2.215%	1.730%

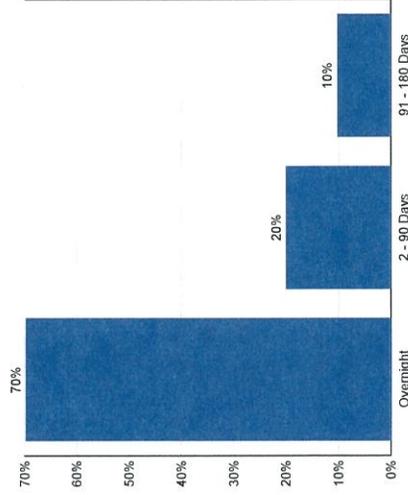
Allocation by Security Type



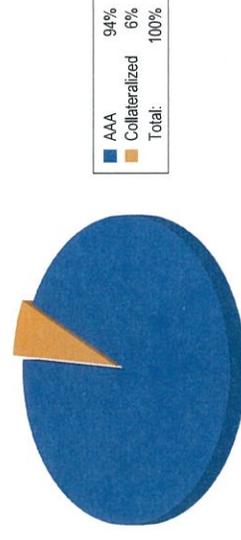
Allocation by Issuer

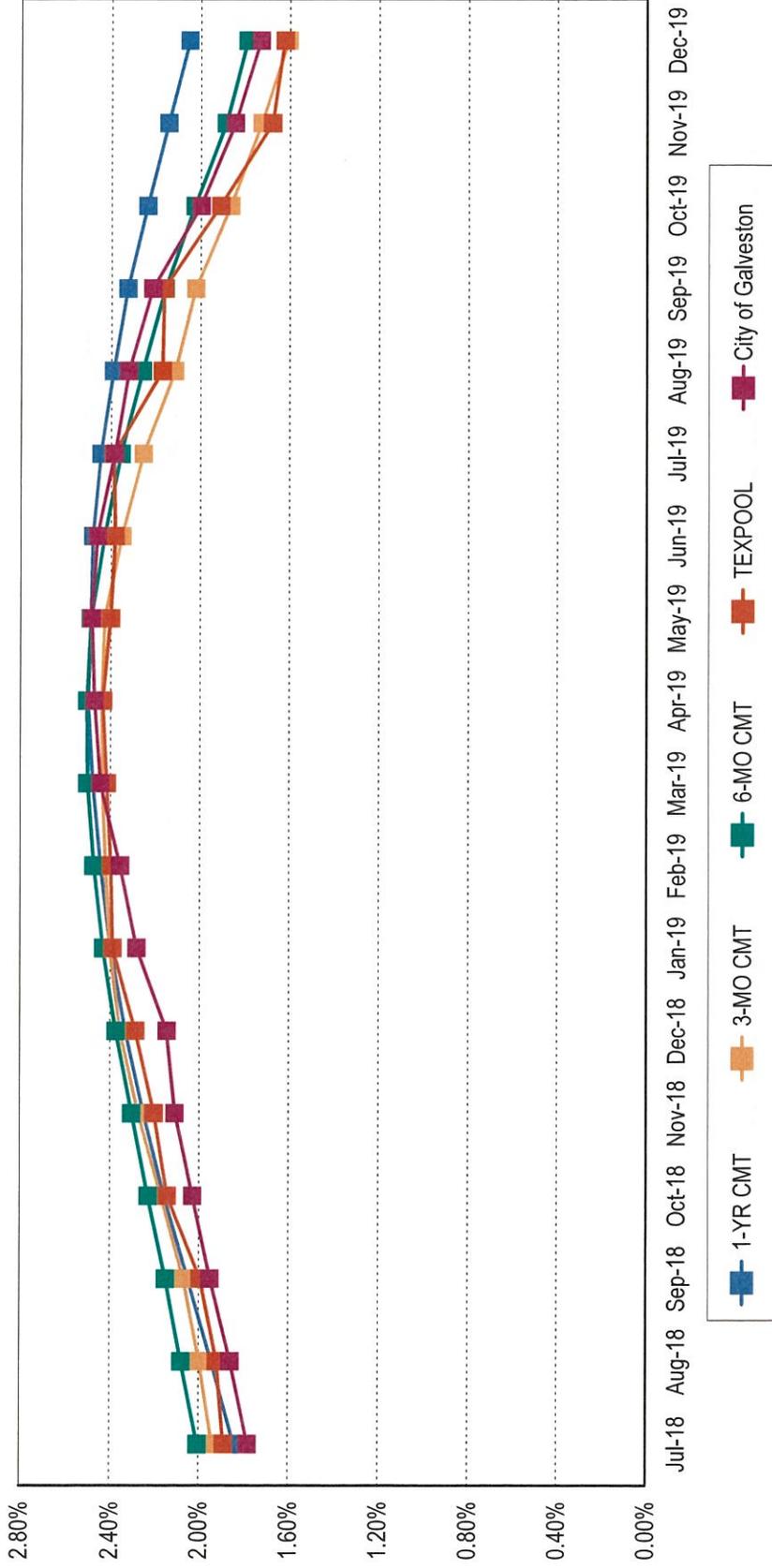


Maturity Distribution %



Credit Quality





Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Operating Fund																	
FROSTGLVS		BANK DEP	Frost/Bk Sweep - Repo					9,887,000.00	100.000	9,887,000.00	9,887,000.00	100.000	9,887,000.00	1		0.800	0.800
LOGIC		LGIP	LOGIC					55,545,068.39	100.000	55,545,068.39	55,545,068.39	100.000	55,545,068.39	1		1.817	1.817
TEXPOOL		LGIP	TexPool					52,531,028.98	100.000	52,531,028.98	52,531,028.98	100.000	52,531,028.98	1		1.623	1.623
TXDAILY		LGIP	TexasDAILY					1,137,574.98	100.000	1,137,574.98	1,137,574.98	100.000	1,137,574.98	1		1.660	1.660
3137EAEES	06/20/19	AGCY BULET	FHLMC	1.500	01/17/20			8,000,000.00	99.625	7,970,000.00	7,997,682.48	99.990	7,999,212.80	17		2.159	2.159
3135G0A78	06/17/19	AGCY BULET	FNMA	1.625	01/21/20			5,000,000.00	99.706	4,985,300.00	4,998,627.90	100.003	5,000,135.50	21		2.124	2.124
912828MP2	07/19/19	TREAS NOTE	U.S. Treasury	3.625	02/15/20			3,000,000.00	100.891	3,026,718.75	3,005,698.11	100.232	3,006,952.50	46		2.056	2.056
912828MP2	07/24/19	TREAS NOTE	U.S. Treasury	3.625	02/15/20			1,600,000.00	100.955	1,613,687.50	1,602,990.08	100.232	1,603,708.00	46		2.081	2.081
912828W22	08/01/19	TREAS NOTE	U.S. Treasury	1.375	02/15/20			1,850,000.00	99.621	1,842,990.23	1,848,409.17	99.965	1,849,351.76	46		2.086	2.086
3130AFX77	08/01/19	AGCY BULET	FHLB	2.500	02/25/20			1,150,000.00	100.213	1,152,449.50	1,150,651.18	100.105	1,151,212.79	56		2.119	2.119
3135G0T29	07/15/19	AGCY BULET	FNMA	1.500	02/28/20			4,590,000.00	99.648	4,573,843.20	4,585,873.41	99.981	4,589,112.75	59		2.074	2.074
313376J77	09/06/19	AGCY BULET	FHLB	1.875	03/13/20			5,900,000.00	100.003	5,900,177.00	5,900,071.86	100.042	5,902,467.38	73		1.869	1.869
912828W63	09/12/19	TREAS NOTE	U.S. Treasury	1.625	03/15/20			3,000,000.00	99.871	2,996,132.81	2,998,453.47	99.992	2,999,765.70	75		1.881	1.881
9128284C1	09/26/19	TREAS NOTE	U.S. Treasury	2.250	03/31/20			3,000,000.00	100.168	3,005,039.06	3,002,427.12	100.141	3,004,218.90	91		1.918	1.918
3130AHHQ9	11/04/19	AGCY BULET	FHLB	1.600	04/01/20			4,000,000.00	100.000	4,000,000.00	4,000,000.00	100.131	4,005,229.20	92		1.600	1.600
31338AVN6	10/16/19	AGCY DISCO	FHLB		04/13/20			5,000,000.00	99.180	4,959,000.00	4,976,538.90	99.555	4,977,758.50	104		1.654	1.654
31338AVX4	10/25/19	AGCY DISCO	FHLB		04/22/20			5,500,000.00	99.191	5,455,505.00	5,472,314.21	99.516	5,473,375.60	113		1.631	1.631
Total for Operating Fund									99.936	170,581,515.40	170,640,410.24	99.984	170,663,173.73	20		1.730	1.730
Total for City of Galveston									99.936	170,581,515.40	170,640,410.24	99.984	170,663,173.73	20		1.730	1.730

CUSIP	Security Type	Security Description	09/30/19 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/19 Book Value	09/30/19 Market Value	12/31/19 Market Value	Change in Mkt Value
Operating Fund											
FROSTGLVS	BANK DEP	Frost Bk Sweep - Repo	4,838,000.00	8,489,000.00	(3,440,000.00)	0.00	0.00	9,887,000.00	4,838,000.00	9,887,000.00	5,049,000.00
LOGIC	LGP	LOGIC	52,583,471.96	11,081,282.37	(6,119,685.94)	0.00	0.00	55,545,068.39	52,583,471.96	55,545,068.39	2,961,596.43
TEXPOOL	LGP	TexPool	402,801.95	52,128,227.03	0.00	0.00	0.00	52,531,028.98	402,801.95	52,531,028.98	52,128,227.03
TXDAILY	LGP	TexasDAILY	1,128,876.14	8,658.84	0.00	0.00	0.00	1,137,574.98	1,128,876.14	1,137,574.98	8,698.84
912828T59	TREAS NOTE	U.S. Treasury 1.000 10/15/19	4,997,100.25	0.00	(5,000,000.00)	2,899.75	0.00	0.00	4,997,898.50	0.00	(4,997,898.50)
3135GQR39	AGCY BULET	FNMA 1.000 10/24/19	3,482,546.66	0.00	(3,486,000.00)	3,453.34	0.00	0.00	3,483,893.06	0.00	(3,483,893.06)
3136GOT68	AGCY BULET	FNMA 1.330 10/24/19	1,973,489.09	0.00	(1,975,000.00)	1,510.91	0.00	0.00	1,974,154.90	0.00	(1,974,154.90)
912828F62	TREAS NOTE	U.S. Treasury 1.375 10/31/19	3,996,647.00	0.00	(4,000,000.00)	3,353.00	0.00	0.00	3,998,040.00	0.00	(3,998,040.00)
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	6,987,156.02	0.00	(7,000,000.00)	12,843.98	0.00	0.00	6,990,968.60	0.00	(6,990,968.60)
9128283H1	TREAS NOTE	U.S. Treasury 1.750 11/30/19	4,994,423.65	0.00	(5,000,000.00)	5,576.35	0.00	0.00	4,997,451.00	0.00	(4,997,451.00)
912828U73	TREAS NOTE	U.S. Treasury 1.375 12/15/19	3,692,524.67	0.00	(3,700,000.00)	7,475.33	0.00	0.00	3,696,097.61	0.00	(3,696,097.61)
9128283N8	TREAS NOTE	U.S. Treasury 1.875 12/31/19	1,997,385.74	0.00	(2,000,000.00)	2,614.26	0.00	0.00	1,999,765.60	0.00	(1,999,765.60)
912828UF5	TREAS NOTE	U.S. Treasury 1.125 12/31/19	5,980,795.08	0.00	(6,000,000.00)	19,204.92	0.00	0.00	5,988,046.80	0.00	(5,988,046.80)
3137EAE5	AGCY BULET	FHLMC 1.500 01/17/20	7,984,646.40	0.00	0.00	13,036.08	0.00	7,997,682.48	7,990,284.80	7,999,212.80	8,928.00
3135GQA78	AGCY BULET	FNMA 1.625 01/21/20	4,992,453.35	0.00	0.00	6,174.55	0.00	4,998,627.90	4,995,667.00	5,000,135.50	4,468.50
912828MP2	TREAS NOTE	U.S. Treasury 3.625 02/15/20	4,626,450.73	0.00	0.00	(17,762.54)	0.00	4,608,688.19	4,628,390.74	4,610,660.50	(17,730.24)
912828W22	TREAS NOTE	U.S. Treasury 1.375 02/15/20	1,845,156.81	0.00	0.00	3,252.36	0.00	1,848,409.17	1,846,097.61	1,849,351.76	3,254.15
3130AFX77	AGCY BULET	FHLB 2.500 02/25/20	1,151,736.47	0.00	0.00	(1,085.29)	0.00	1,150,651.18	1,152,333.24	1,151,212.79	(1,120.45)
3135GOT29	AGCY BULET	FNMA 1.500 02/28/20	4,579,357.76	0.00	0.00	6,515.65	0.00	4,585,873.41	4,583,294.01	4,589,112.75	5,818.74
313378J77	AGCY BULET	FHLB 1.875 03/13/20	5,900,161.72	0.00	0.00	(89.86)	0.00	5,900,071.86	5,902,258.42	5,902,467.38	2,208.96
912828W63	TREAS NOTE	U.S. Treasury 1.625 03/15/20	2,996,530.74	0.00	0.00	1,922.73	0.00	2,998,453.47	2,996,718.90	2,999,765.70	3,046.80
9128284C1	TREAS NOTE	U.S. Treasury 2.250 03/31/20	3,004,908.21	0.00	0.00	(2,481.09)	0.00	3,002,427.12	3,005,390.70	3,004,218.90	(1,171.80)
3130AHHQ9	AGCY BULET	FHLB 1.600 04/01/20	0.00	4,000,000.00	0.00	0.00	0.00	4,000,000.00	0.00	4,005,229.20	4,005,229.20
31338AVN6	AGCY DISCO	FHLB 0.000 04/13/20	0.00	4,959,000.00	0.00	17,538.90	0.00	4,976,538.90	0.00	4,977,758.50	4,977,758.50
31338AVX4	AGCY DISCO	FHLB 0.000 04/22/20	0.00	5,455,505.00	0.00	16,809.21	0.00	5,472,314.21	0.00	5,473,375.60	5,473,375.60
Total for Operating Fund			134,136,620.40	86,121,713.24	(49,720,685.94)	102,762.54	0.00	170,640,410.24	134,177,901.54	170,663,173.73	36,485,272.19
Total for City of Galveston			134,136,620.40	86,121,713.24	(49,720,685.94)	102,762.54	0.00	170,640,410.24	134,177,901.54	170,663,173.73	36,485,272.19

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Operating Fund									
FROSTGLVS	BANK DEP	Frost Bk Sweep - Repo	0.00	9,971.39	9,971.39	0.00	0.00	0.00	9,971.39
LOGIC	LGIP	LOGIC	0.00	261,596.43	261,596.43	0.00	0.00	0.00	261,596.43
TEXPOOL	LGIP	TexPool	0.00	116,252.74	116,252.74	0.00	0.00	0.00	116,252.74
TXDAILY	LGIP	TexasDAILY	0.00	5,105.84	5,105.84	0.00	0.00	0.00	5,105.84
912828T59	TREAS NOTE	U.S. Treasury 1.000 10/15/19	23,087.43	1,912.57	25,000.00	0.00	0.00	2,899.75	4,812.32
3135G0R39	AGCY BULET	FNMA 1.000 10/24/19	15,202.83	2,227.17	17,430.00	0.00	0.00	3,453.34	5,680.51
3136G0T68	AGCY BULET	FNMA 1.330 10/24/19	11,455.55	1,678.20	13,133.75	0.00	0.00	1,510.91	3,189.11
912828F62	TREAS NOTE	U.S. Treasury 1.500 10/31/19	25,108.70	4,891.30	30,000.00	0.00	0.00	3,353.00	8,244.30
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	26,440.22	8,559.78	35,000.00	0.00	0.00	12,843.98	21,403.76
9128283H1	TREAS NOTE	U.S. Treasury 1.750 11/30/19	29,405.74	14,344.26	43,750.00	0.00	0.00	5,576.35	19,920.61
912828U73	TREAS NOTE	U.S. Treasury 1.375 12/15/19	15,012.30	10,425.20	25,437.50	0.00	0.00	7,475.33	17,900.53
9128283N8	TREAS NOTE	U.S. Treasury 1.875 12/31/19	9,476.90	9,273.10	18,750.00	0.00	0.00	2,614.26	11,887.36
912828U55	TREAS NOTE	U.S. Treasury 1.125 12/31/19	17,058.42	16,691.58	33,750.00	0.00	0.00	19,204.92	35,896.50
3137EAE55	AGCY BULET	FHLMC 1.500 01/17/20	24,666.67	30,000.00	0.00	0.00	54,666.67	13,036.08	43,036.08
3135G0A78	AGCY BULET	FNMA 1.625 01/21/20	15,798.61	20,312.50	0.00	0.00	36,111.11	6,174.55	26,487.05
912828MP2	TREAS NOTE	U.S. Treasury 3.625 02/15/20	21,296.88	41,687.50	0.00	0.00	62,984.38	(17,762.54)	23,924.96
912828W22	TREAS NOTE	U.S. Treasury 1.375 02/15/20	3,248.81	6,359.38	0.00	0.00	9,608.19	3,252.36	9,611.74
3130AFX77	AGCY BULET	FHLB 2.500 02/25/20	2,875.00	7,187.50	0.00	0.00	10,062.50	(1,085.29)	6,102.21
3135G0T29	AGCY BULET	FNMA 1.500 02/28/20	6,311.25	17,212.50	0.00	0.00	23,523.75	6,515.65	23,728.15
313378J77	AGCY BULET	FHLB 1.875 03/13/20	5,531.25	27,656.25	0.00	0.00	33,187.50	(89.86)	27,566.39
912828W63	TREAS NOTE	U.S. Treasury 1.625 03/15/20	2,142.86	12,321.43	0.00	0.00	14,464.29	1,922.73	14,244.16
9128284C1	TREAS NOTE	U.S. Treasury 2.250 03/31/20	184.43	16,967.21	0.00	0.00	17,151.64	(2,481.09)	14,486.12
3130AHHQ9	AGCY BULET	FHLB 1.600 04/01/20	0.00	10,133.33	0.00	0.00	10,133.33	0.00	10,133.33
313384VNS	AGCY DISCO	FHLB 0.000 04/13/20	0.00	0.00	0.00	0.00	0.00	17,538.90	17,538.90
313384VX4	AGCY DISCO	FHLB 0.000 04/22/20	0.00	0.00	0.00	0.00	0.00	16,809.21	16,809.21
Total for Operating Fund			254,303.85	652,767.16	635,177.65	0.00	271,893.36	102,762.54	755,529.70
Total for City of Galveston			254,303.85	652,767.16	635,177.65	0.00	271,893.36	102,762.54	755,529.70

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Operating Fund															
Maturities															
10/15/19	10/15/19	912828T59	TREAS NOTE	U.S. Treasury	1.000	10/15/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		2.535	
10/24/19	10/24/19	3135G0R39	AGCY BULET	FNMA	1.000	10/24/19		3,486,000.00	100.000	3,486,000.00	0.00	3,486,000.00		2.570	
10/24/19	10/24/19	3136G0T68	AGCY BULET	FNMA	1.330	10/24/19		1,975,000.00	100.000	1,975,000.00	0.00	1,975,000.00		2.543	
10/31/19	10/31/19	912828F62	TREAS NOTE	U.S. Treasury	1.500	10/31/19		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		2.541	
11/15/19	11/15/19	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		2.516	
11/15/19	11/15/19	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		2.529	
11/30/19	11/30/19	912828H1	TREAS NOTE	U.S. Treasury	1.750	11/30/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		2.439	
12/15/19	12/15/19	912828U73	TREAS NOTE	U.S. Treasury	1.375	12/15/19		3,700,000.00	100.000	3,700,000.00	0.00	3,700,000.00		2.373	
12/31/19	12/31/19	912828N8	TREAS NOTE	U.S. Treasury	1.875	12/31/19		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		2.410	
12/31/19	12/31/19	912828UF5	TREAS NOTE	U.S. Treasury	1.125	12/31/19		6,000,000.00	100.000	6,000,000.00	0.00	6,000,000.00		2.435	
Total for: Maturities										38,161,000.00	0.00	38,161,000.00	2.486		
Purchases															
10/15/19	10/16/19	313384V6	AGCY DISCO	FHLB		04/13/20		5,000,000.00	99.180	4,959,000.00	0.00	4,959,000.00		1.654	1.654
10/24/19	10/25/19	313384VX4	AGCY DISCO	FHLB		04/22/20		5,500,000.00	99.191	5,455,505.00	0.00	5,455,505.00		1.631	1.631
10/31/19	11/04/19	3130AHHQ9	AGCY BULET	FHLB	1.600	04/01/20		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		1.600	1.600
Total for: Purchases									14,500,000.00	14,414,505.00	0.00	14,414,505.00	1.630	1.630	1.630
Income Payments															
10/15/19	10/15/19	912828T59	TREAS NOTE	U.S. Treasury	1.000	10/15/19				0.00	25,000.00	25,000.00			
10/24/19	10/24/19	3135G0R39	AGCY BULET	FNMA	1.000	10/24/19				0.00	17,430.00	17,430.00			
10/24/19	10/24/19	3136G0T68	AGCY BULET	FNMA	1.330	10/24/19				0.00	13,133.75	13,133.75			
10/31/19	10/31/19	912828F62	TREAS NOTE	U.S. Treasury	1.500	10/31/19				0.00	30,000.00	30,000.00			
11/15/19	11/15/19	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19				0.00	25,000.00	25,000.00			
11/15/19	11/15/19	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19				0.00	10,000.00	10,000.00			
12/02/19	11/30/19	912828H1	TREAS NOTE	U.S. Treasury	1.750	11/30/19				0.00	43,750.00	43,750.00			
12/16/19	12/15/19	912828U73	TREAS NOTE	U.S. Treasury	1.375	12/15/19				0.00	25,437.50	25,437.50			
12/31/19	12/31/19	912828N8	TREAS NOTE	U.S. Treasury	1.875	12/31/19				0.00	18,750.00	18,750.00			
12/31/19	12/31/19	912828UF5	TREAS NOTE	U.S. Treasury	1.125	12/31/19				0.00	33,750.00	33,750.00			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
------------	-------------	-------	---------------	----------------------	--------	----------	-----------	-----------	-------	------------------	--------------------------	--------------	----------------------	-----	-----

Operating Fund

Total for: Income Payments

0.00 242,251.25 242,251.25

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
------------	-------------	-------	---------------	----------------------	--------	----------	-----------	-----------	-------	------------------	--------------------------	--------------	----------------------	-----	-----

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	38,161,000.00	38,161,000.00		2.486	
Total Purchases	14,500,000.00	14,414,505.00		1.630	1.630
Total Income Payments	0.00	242,251.25			

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amt/Accr for Period	Total Amt/Accr Since Purch	Remaining Disc / Prem	Book Value
Operating Fund											
912828T59	02/26/19	TREAS NOTE	U.S. Treasury 1.000 10/15/19		0.00	99.043	0.00	2,899.75	0.00	0.00	0.00
3135GQR39	01/28/19	AGCY BULET	FNMA 1.000 10/24/19		0.00	98.857	0.00	3,453.34	0.00	0.00	0.00
3136GOT68	02/07/19	AGCY BULET	FNMA 1.330 10/24/19		0.00	99.146	0.00	1,510.91	0.00	0.00	0.00
912828F62	02/07/19	TREAS NOTE	U.S. Treasury 1.500 10/31/19		0.00	99.254	0.00	3,353.00	0.00	0.00	0.00
912828U32	03/11/19	TREAS NOTE	U.S. Treasury 1.000 11/15/19		0.00	98.992	0.00	12,843.98	0.00	0.00	0.00
9128283H1	04/30/19	TREAS NOTE	U.S. Treasury 1.750 11/30/19		0.00	99.602	0.00	5,576.35	0.00	0.00	0.00
912828U73	05/29/19	TREAS NOTE	U.S. Treasury 1.375 12/15/19		0.00	99.461	0.00	7,475.33	0.00	0.00	0.00
9128283N8	05/15/19	TREAS NOTE	U.S. Treasury 1.875 12/31/19		0.00	99.668	0.00	2,614.26	0.00	0.00	0.00
912828UF5	05/08/19	TREAS NOTE	U.S. Treasury 1.125 12/31/19		0.00	99.164	0.00	19,204.92	0.00	0.00	0.00
3137EAE55	06/20/19	AGCY BULET	FHLMC 1.500 01/17/20		8,000,000.00	99.625	7,970,000.00	13,036.08	27,682.48	2,317.52	7,997,682.48
3135GQA78	06/17/19	AGCY BULET	FNMA 1.625 01/21/20		5,000,000.00	99.706	4,985,300.00	6,174.55	13,327.90	1,372.10	4,998,627.90
912828MP2	07/19/19	TREAS NOTE	U.S. Treasury 3.625 02/15/20		4,600,000.00	100.855	4,640,406.25	(17,762.54)	(31,718.06)	(8,688.19)	4,608,688.19
912828W22	08/01/19	TREAS NOTE	U.S. Treasury 1.375 02/15/20		1,850,000.00	99.621	1,842,990.23	3,252.36	5,418.94	1,590.83	1,848,409.17
3130AFX77	08/01/19	AGCY BULET	FHLB 2.500 02/25/20		1,150,000.00	100.213	1,152,449.50	(1,085.29)	(1,796.32)	(651.18)	1,150,651.18
3135GOT29	07/15/19	AGCY BULET	FNMA 1.500 02/28/20		4,590,000.00	99.648	4,573,843.20	6,515.65	12,030.21	4,126.59	4,585,873.41
313378J77	09/06/19	AGCY BULET	FHLB 1.875 03/13/20		5,900,000.00	100.003	5,900,177.00	(89.86)	(105.14)	(71.86)	5,900,071.86
912828W63	09/12/19	TREAS NOTE	U.S. Treasury 1.625 03/15/20		3,000,000.00	99.871	2,996,132.81	1,922.73	2,320.66	1,546.53	2,998,453.47
9128284C1	09/26/19	TREAS NOTE	U.S. Treasury 2.250 03/31/20		3,000,000.00	100.168	3,005,039.06	(2,481.09)	(2,511.94)	(2,427.12)	3,002,427.12
3130AHHQ9	11/04/19	AGCY BULET	FHLB 1.600 04/01/20		4,000,000.00	100.000	4,000,000.00	0.00	0.00	0.00	4,000,000.00
313384VN6	10/16/19	AGCY DISCO	FHLB 0.000 04/13/20		5,000,000.00	99.180	4,959,000.00	17,538.90	17,538.90	23,461.10	4,976,538.90
313384VX4	10/25/19	AGCY DISCO	FHLB 0.000 04/22/20		5,500,000.00	99.191	5,455,505.00	16,809.21	16,809.21	27,685.79	5,472,314.21
Total for Operating Fund							51,480,843.05	102,762.54	58,894.84	50,262.11	51,539,737.89
Total for City of Galveston							51,480,843.05	102,762.54	58,894.84	50,262.11	51,539,737.89

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Operating Fund						
3137EAE5	AGCY BULET	FHLMC 1.500 01/17/20	01/17/20	60,000.00	8,000,000.00	8,060,000.00
3135G0A78	AGCY BULET	FNMA 1.625 01/21/20	01/21/20	40,625.00	5,000,000.00	5,040,625.00
912828MP2	TREAS NOTE	U.S. Treasury 3.625 02/15/20	02/15/20	83,375.00	4,600,000.00	4,683,375.00
912828W22	TREAS NOTE	U.S. Treasury 1.375 02/15/20	02/15/20	12,718.75	1,850,000.00	1,862,718.75
3130AFX77	AGCY BULET	FHLB 2.500 02/25/20	02/25/20	14,375.00	1,150,000.00	1,164,375.00
3135G0T29	AGCY BULET	FNMA 1.500 02/28/20	02/28/20	34,425.00	4,590,000.00	4,624,425.00
313378J77	AGCY BULET	FHLB 1.875 03/13/20	03/13/20	55,312.50	5,900,000.00	5,955,312.50
912828W63	TREAS NOTE	U.S. Treasury 1.625 03/15/20	03/15/20	24,375.00	3,000,000.00	3,024,375.00
9128284C1	TREAS NOTE	U.S. Treasury 2.250 03/31/20	03/31/20	33,750.00	3,000,000.00	3,033,750.00
3130AHHQ9	AGCY BULET	FHLB 1.600 04/01/20	04/01/20	26,133.33	4,000,000.00	4,026,133.33
313384VN6	AGCY DISCO	FHLB 0.000 04/13/20	04/13/20	0.00	5,000,000.00	5,000,000.00
313384VX4	AGCY DISCO	FHLB 0.000 04/22/20	04/22/20	0.00	5,500,000.00	5,500,000.00
912828X96	TREAS NOTE	U.S. Treasury 1.500 05/15/20	05/15/20	30,000.00	4,000,000.00	4,030,000.00
Total for Operating Fund				415,089.58	55,590,000.00	56,005,089.58

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			January 2020	100,625.00	13,000,000.00	13,100,625.00
			February 2020	144,893.75	12,190,000.00	12,334,893.75
			March 2020	113,437.50	11,900,000.00	12,013,437.50
			April 2020	26,133.33	14,500,000.00	14,526,133.33
			May 2020	30,000.00	4,000,000.00	4,030,000.00
Total Projected Cash Flows for City of Galveston				415,089.58	55,590,000.00	56,005,089.58



HilltopSecurities

Asset Management

Investment Portfolio Summary

Galveston Industrial Development Corp



For the Quarter Ended

December 31, 2019

MARKET RECAP - DECEMBER 2019:

As December began, there were an unusually high number of potential disruptions capable of derailing an already fragile U.S. economy. The December Fed meeting and a U.K. general election, both key events, took a backseat to impending tariff escalation and the possibility of another government shutdown. But one-by-one, all the concerns eased. The December FOMC meeting matched expectations as Fed officials voted to hold monetary policy steady and signaled their intent to maintain the current 1.50% - 1.75% target rate for all of 2020. The U.K. elections produced expected results with Boris Johnson's Conservative party claiming a majority in the British Parliament, which should open the door for the United Kingdom to leave the European Union in 2020. On the U.S. budget front, funding was secured early and with little drama, ensuring the Federal government will continue operating. Recalling the extreme damage caused by last year's 35-day shutdown, both parties were more than willing to kick discussions out into 2021. The December game-changer came on the trade front as the administration announced "Phase 1" of a long anticipated trade deal with China just hours before new tariffs were set to kick in. Investors had apparently expected this painful escalation to be postponed, but the details of the agreement were more upbeat than expected and the announcement of de-escalation was welcomed relief. That relief was bolstered by news that Congress had signed-off on an amended version of the USMCA trade agreement, and representatives from Canada, Mexico and the United States promptly signed the deal.

Turning our attention to the economic data, the ISM manufacturing data retained its crown as the weakest piece of data, slipping from 48.3 to 48.1 in November, a fourth straight month of contraction. ISM's non-manufacturing index fell from 54.7 to 53.9, but remains above 50, indicating continued expansion, albeit at a slower pace. The employment report surprised to the upside as a whopping +266k new jobs were added to payrolls in November, handily beating the +180k median forecast. Upward revisions to the prior two months added another +41k to the tally, taking the monthly average for the last six months to a robust +196k. The unemployment rate dropped from 3.6% to 3.5%, matching a 50-year low. November retail sales rose a slight +0.2%, well shy of the expected +0.5%, however, since Thanksgiving fell so late this year, the tail end of the Black Friday weekend and Cyber Monday both fell into December, suggesting that December sales could get a boost at the expense of November. Inflation remains well contained with CPI running at +2.1% and core PCE well below the Fed's target at +1.5%. Home sales continue to be restrained by lean inventories, but gains in building permits, housing starts, and a 20-year high in the NAHB's builder confidence index all suggest that housing will continue to benefit from a strong labor market and sub-4% mortgage rates. In the year ahead, housing could become an important counter-balance to the recent weakness we have seen in the manufacturing sector.

All in all, December was a positive month with several key risks to the outlook fading, stable economic data, and interest rates holding well within recent ranges. With that backdrop, equity markets extended their rally as all of the major U.S. averages set new highs in the waning days of 2019.

Report Name

Certification Page	
Executive Summary	
Benchmark Comparison	
Detail of Security Holdings	
Change in Value	
Earned Income	
Investment Transactions	
Amortization and Accretion	
Projected Fixed Income Cash Flows	

For the Quarter Ended
December 31, 2019

This report is prepared for the **Galveston Industrial Development Corp** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Michael W. Loftis 2/19/20
Name: Michael W. Loftis Title: Asst. City Manager-Finance

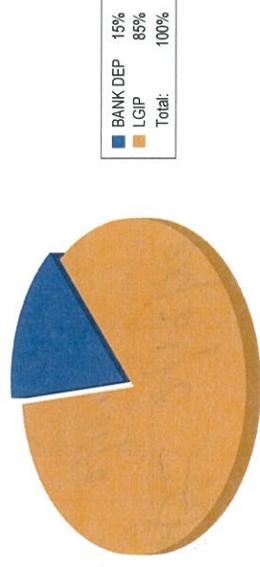
Tammy F. Jacobs 2/18/20
Name: Tammy F. Jacobs Title: Executive Director & City Controller

Debbie Jordan 2-18-20
Name: Debbie Jordan Title: Accounting Manager

Account Summary

	Beginning Values as of 09/30/19	Ending Values as of 12/31/19
Par Value	12,134,496.93	12,721,135.97
Market Value	12,134,496.93	12,721,135.97
Book Value	12,134,496.93	12,721,135.97
Unrealized Gain/(Loss)	0.00	0.00
Market Value %	100.00%	100.00%
Weighted Avg. YTW	1.809%	1.428%
Weighted Avg. YTM	1.809%	1.428%

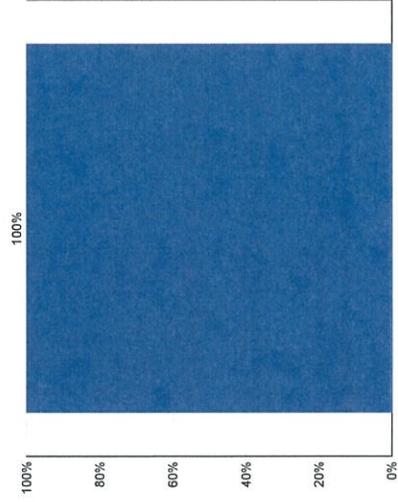
Allocation by Security Type



Allocation by Issuer

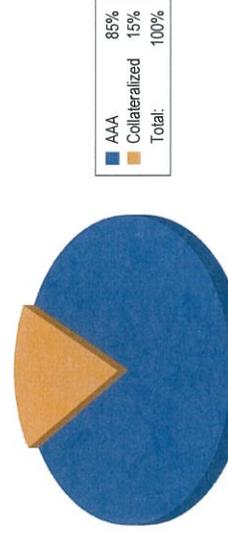


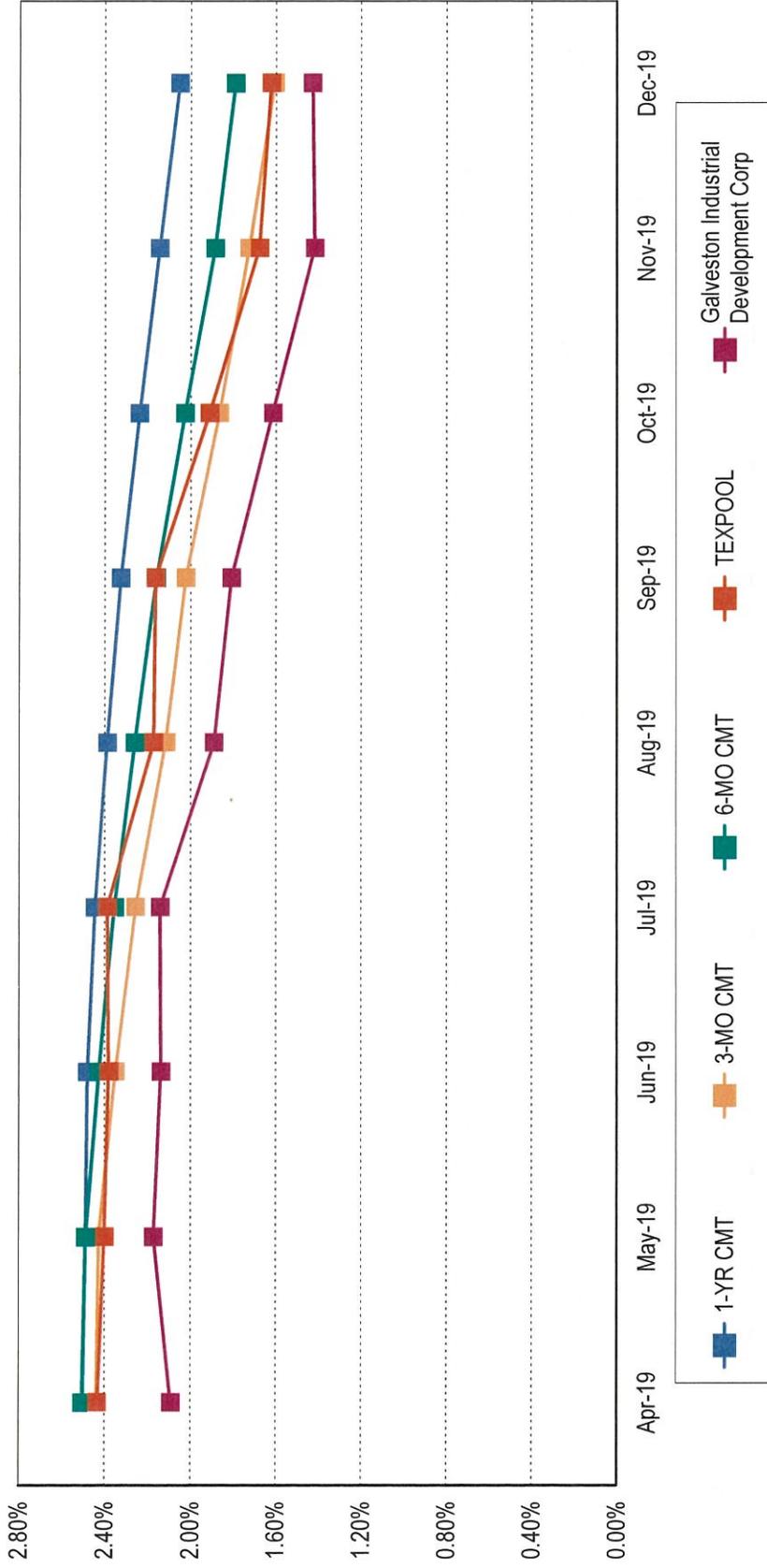
Maturity Distribution %



Weighted Average Days to Maturity: 1

Credit Quality





Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Galveston Industrial Development Corp																	
FROSTGIDC		BANK DEP	Frost Bk					1,952,436.04	100.000	1,952,436.04	1,952,436.04	100.000	1,952,436.04	1		0.030	0.030
TEXPOOL		LGIP	TexPool					7,754,311.79	100.000	7,754,311.79	7,754,311.79	100.000	7,754,311.79	1		1.623	1.623
TEXPRIME		LGIP	TexPool Prime					3,014,388.14	100.000	3,014,388.14	3,014,388.14	100.000	3,014,388.14	1		1.832	1.832
Total for Galveston Industrial Development Corp									12,721,135.97	12,721,135.97	12,721,135.97	100.000	12,721,135.97	1		1.428	1.428
Total for Galveston Industrial Development Corp									12,721,135.97	12,721,135.97	12,721,135.97	100.000	12,721,135.97	1		1.428	1.428

CUSIP	Security Type	Security Description	09/30/19 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/19 Book Value	09/30/19 Market Value	12/31/19 Market Value	Change in Mkt Value
Galveston Industrial Development Corp											
FROSTGIDC	BANK DEP	Frost Bk	2,016,126.51	237,981.03	(301,671.50)	0.00	0.00	1,952,436.04	2,016,126.51	1,952,436.04	(63,690.47)
TEXPOOL	LGIP	TexPool	10,118,370.42	633,890.41	(2,997,949.04)	0.00	0.00	7,754,311.79	10,118,370.42	7,754,311.79	(2,364,058.63)
TEXPRIME	LGIP	TexPool Prime	0.00	3,014,388.16	0.00	0.00	0.00	3,014,388.14	0.00	3,014,388.14	3,014,388.14
Total for Galveston Industrial Development Corp			12,134,496.93	3,886,259.60	(3,299,620.54)	0.00	0.00	12,721,135.97	12,134,496.93	12,721,135.97	586,639.04
Total for Galveston Industrial Development Corp			12,134,496.93	3,886,259.60	(3,299,620.54)	0.00	0.00	12,721,135.97	12,134,496.93	12,721,135.97	586,639.04

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc. Accr / Prem. Amort	Net Income
Galveston Industrial Development Corp									
FROSTGIDC	BANK DEP	Frost BK	0.00	141.30	141.30	0.00	0.00	0.00	141.30
TEXPOOL	LGIP	TexPool	0.00	35,941.37	35,941.37	0.00	0.00	0.00	35,941.37
TEXPRIME	LGIP	TexPool Prime	0.00	14,388.14	14,388.14	0.00	0.00	0.00	14,388.14
Total for Galveston Industrial Development Corp			0.00	50,470.81	50,470.81	0.00	0.00	0.00	50,470.81
Total for Galveston Industrial Development Corp			0.00	50,470.81	50,470.81	0.00	0.00	0.00	50,470.81



Contacts

Scott McIntyre
Managing Director
2700 Via Fortuna, Suite 410
Austin, Texas 78746
512.481.2009 Tel
scott.mcintyre@hilltopsecurities.com

Greg Warner
Director
2700 Via Fortuna, Suite 410
Austin, Texas 78746
512.481.2012 Tel
greg.warner@hilltopsecurities.com



February 18, 2020

City of Galveston, Texas

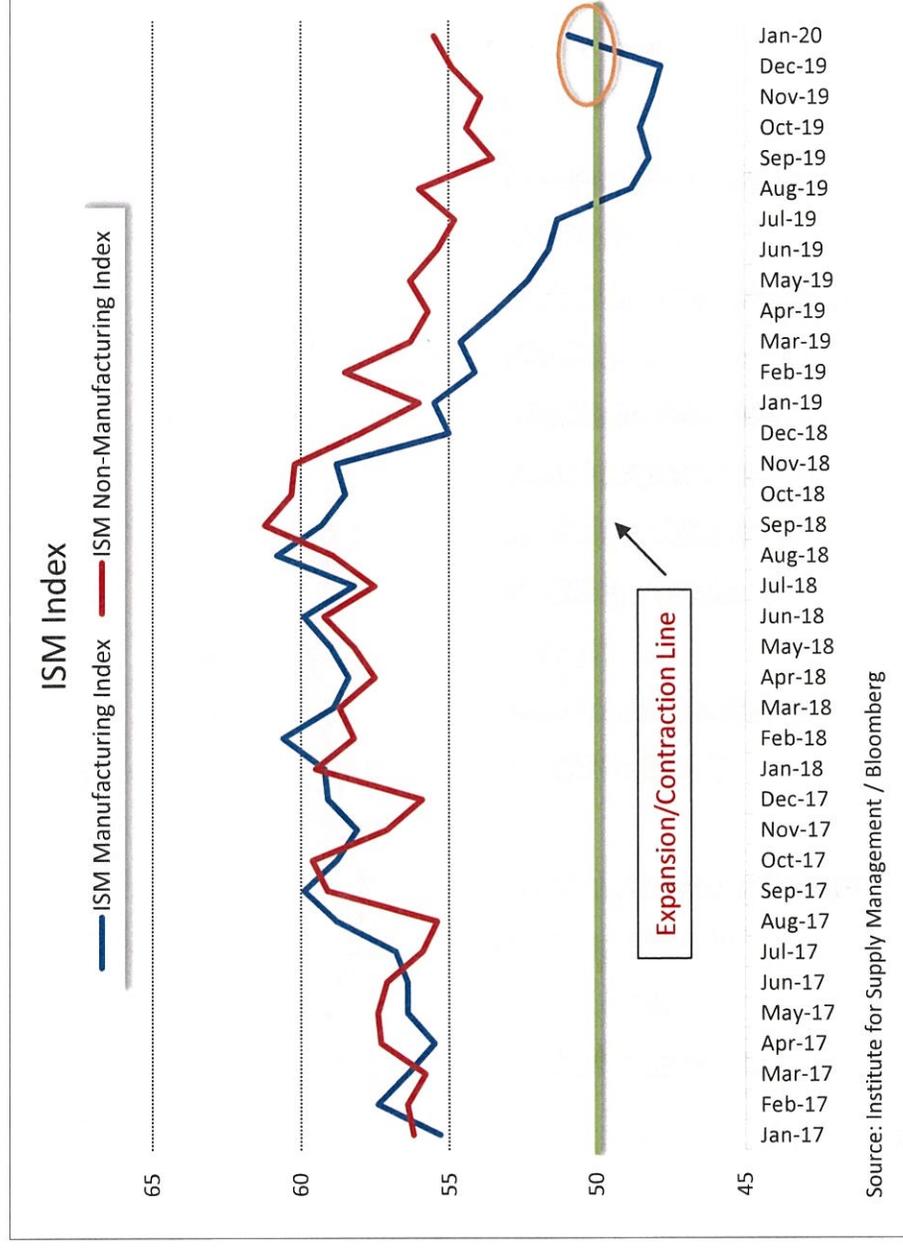
Economic Review and Investment Strategy

Events Driving the Market

- **CORONAVIRUS:** Dominating the news and market movement is the deadly coronavirus out of Wuhan, China. The number of cases reported has topped 68,000 with over 1,600 deaths. As health officials try to find ways to contain the virus, investors and economists are trying to assess the global impact and the level of risk exposure. The U.S. bond market has seen a dramatic flight to quality with yields dropping more than 10 basis points, inverting the front end of the yield curve.
- **THE FED MEETING:** The FOMC met January 29th and unanimously elected to hold the overnight rate steady at 1.50%-1.75%. They did however raise the interest paid on excess reserves (IOER) up from 1.55% to 1.60%. Expectations are for the Fed to remain on hold, *however the lack of inflation pressure as well as the impact from the coronavirus could prompt an additional rate cut later in the year.*
- **ECONOMIC GROWTH:** The first estimate of fourth quarter GDP growth was released January 30th, rising at a moderate +2.1%, as expected. Underlying details, however, were much weaker, including household consumption and business investment.
- **STOCK MARKETS:** US equity markets plunged on the coronavirus news the last week of January, but recovered fairly quickly, reaching all time highs the following week on February 6th and continue to climb.
- **BREXIT:** As of January 31st, the United Kingdom has officially left the European Union. There will be an 11 month transition period.

The Institute for Supply Management (ISM) Surveys

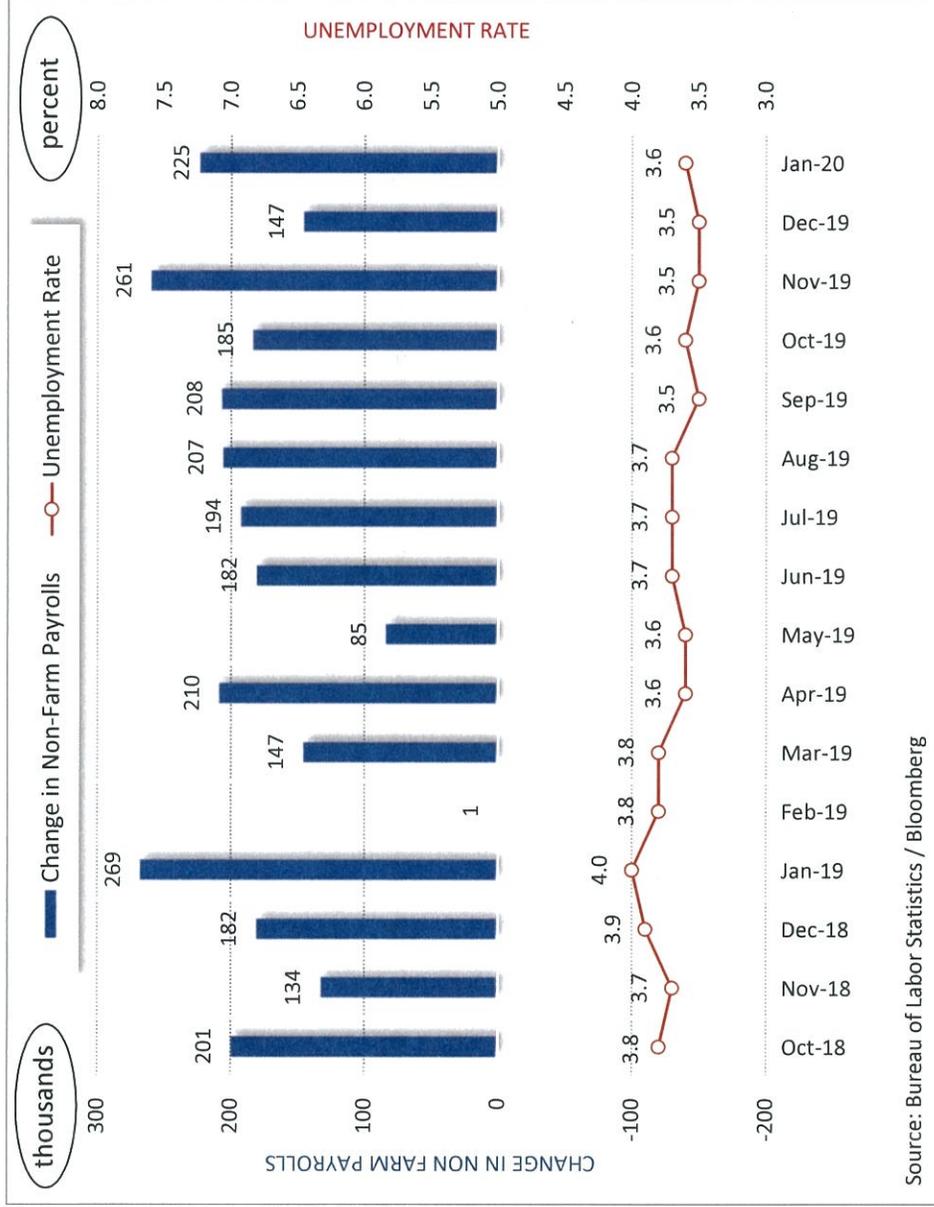
- The January ISM manufacturing index rose from a 10 ½ year low of 47.8 to 51.2. After five consecutive months below 50 and indicating contraction, the index managed to unexpectedly get back into expansionary territory.
- The ISM non-manufacturing index rose from 54.9 to 55.5 in January, the third consecutive up tick, after trending downward most of 2019.
- Global manufacturing PMI improved as well. The J.P. Morgan / IHS Markit Global Purchasing Managers Index for January clawed its way up to 50.4, the highest level since last April.



Employment

Unseasonably warm weather fueled January job gains.

- Nonfarm payrolls rose by +225k in January, topping the +165k median forecast. Upward revisions to the previous two months added another +7k jobs to the overall tally, boosting the 6-month average up to a strong +206k
- The headline unemployment rate rose from a five-decade low of 3.5% to 3.6% due to the labor force participation rate rising from 63.2 to 63.4, the highest since 2013.
- The downside to an otherwise strong report was a significant -453k downward revision to the overall payroll count in January 2019, which effectively chopped 2018 job growth by nearly half a million.

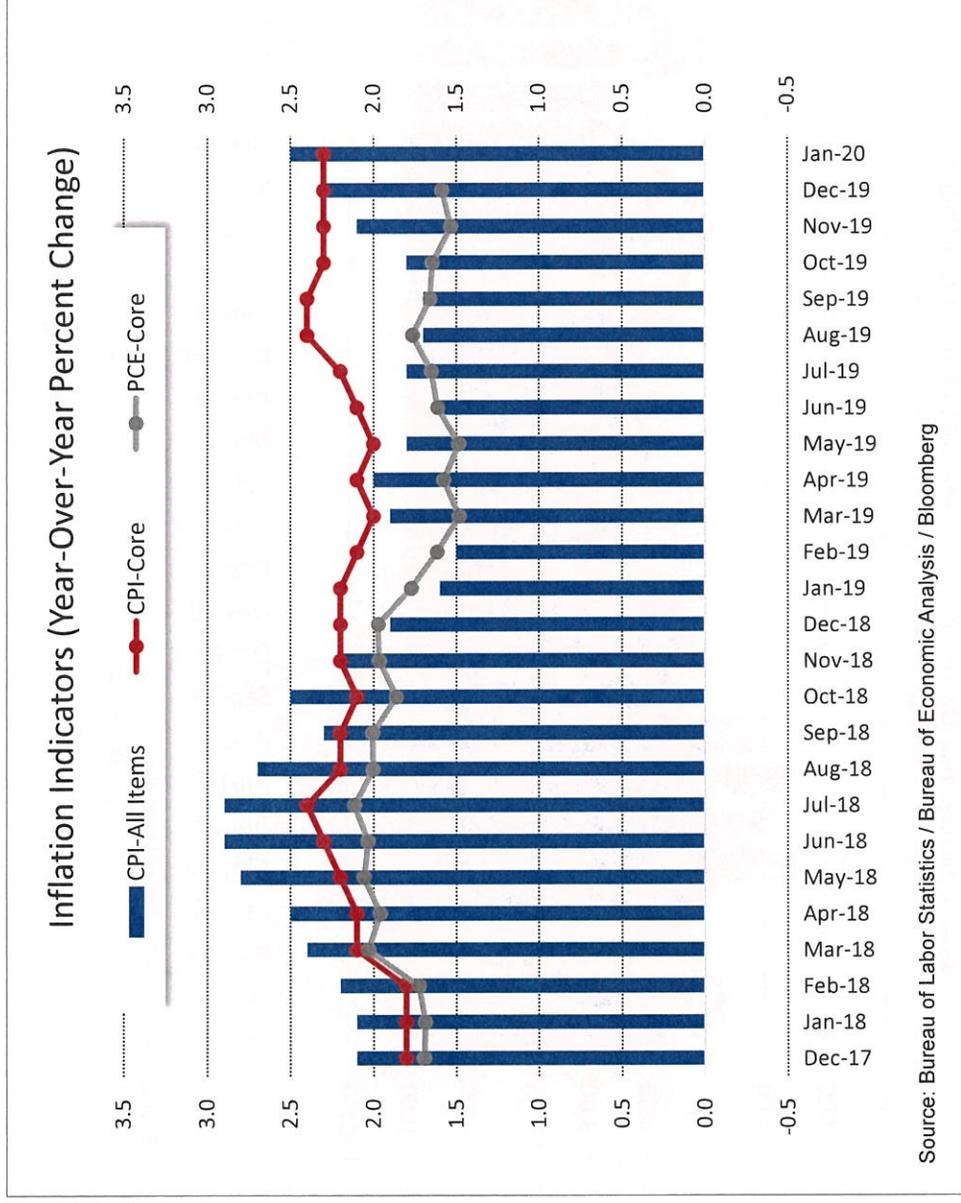


Source: Bureau of Labor Statistics / Bloomberg

Inflation

Price pressure is still low.

- The January consumer price index (CPI) signaled benign price pressure with a +0.1% advance in overall CPI and a +0.2% core increase. On a year-over-year basis, headline CPI climbed from +2.3% to +2.5%.
- The increase was largely due to an energy related increase and is likely to reverse itself in February.
- Core CPI, which excludes food and energy prices, rose just +0.2% in January following a +0.1% gain in December. The year-over-year core rate held stable at +2.3% for the fourth consecutive month.
- The Fed favorite Core Personal Consumption Expenditures (PCE) rose at a sluggish +1.3% annualized pace during Q4, well below the Fed's +2.0% target.

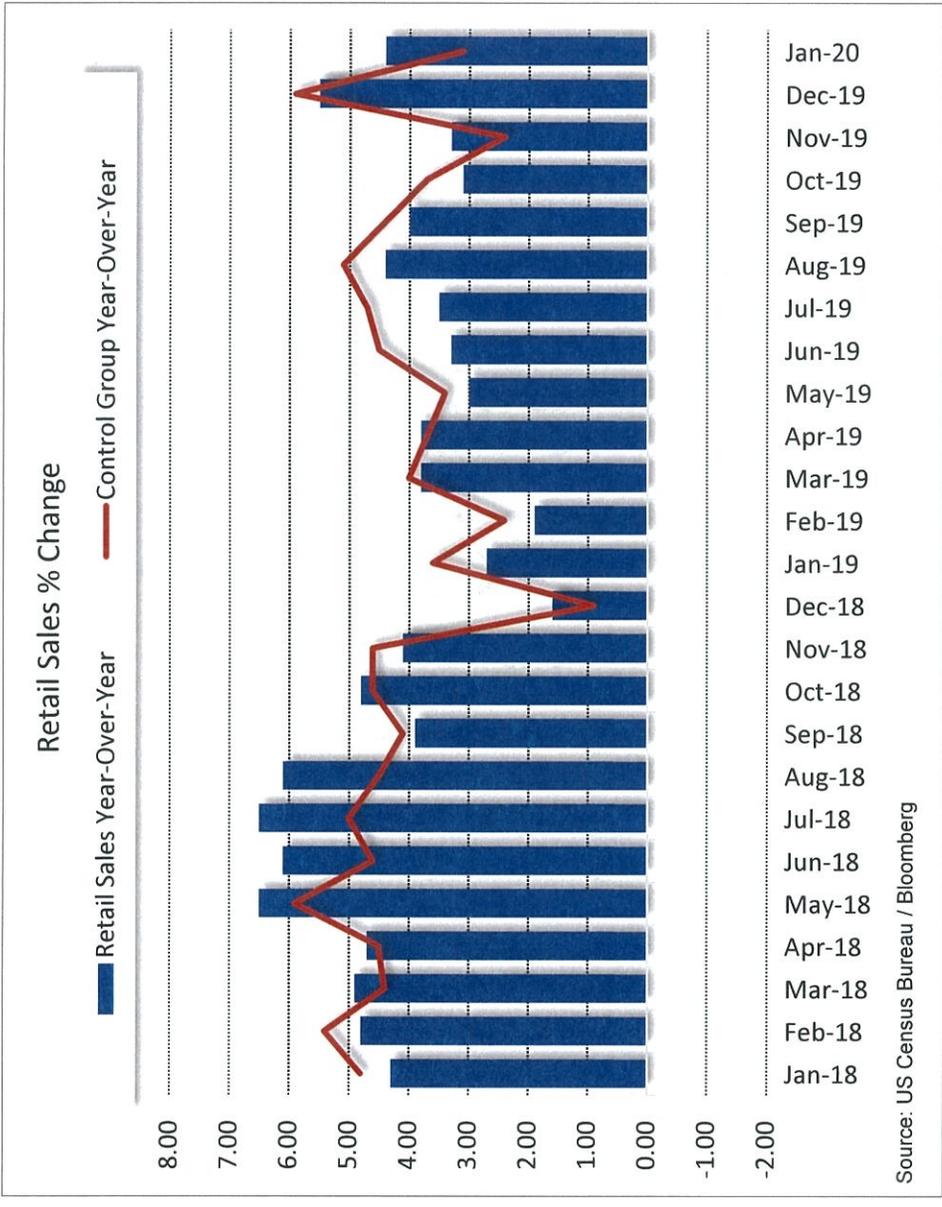


Source: Bureau of Labor Statistics / Bureau of Economic Analysis / Bloomberg

Retail Sales

Lackluster retail sales indicates slower GDP growth.

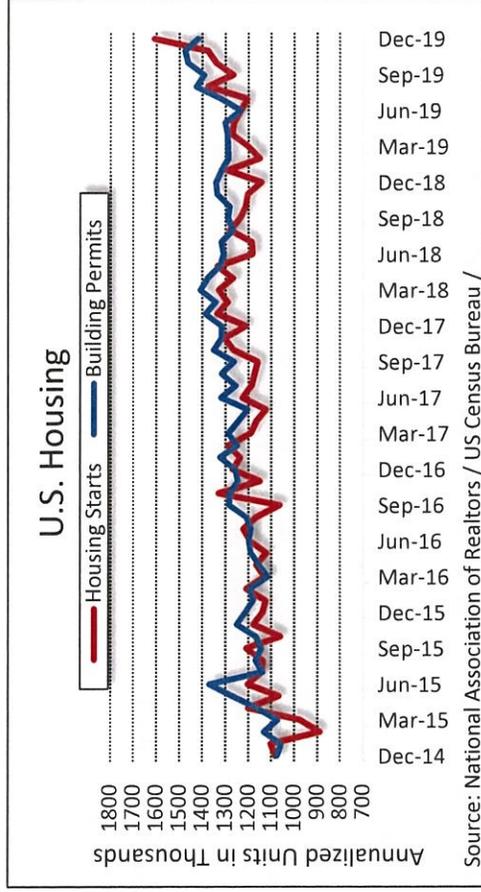
- Headline retail sales increased in January by +0.3%, matching the median Bloomberg forecast.
- The more important “control group” sales were unchanged in January while the December reading was revised down by three-tenths in December. The control group data is used to calculate GDP.
- Retail sales are roughly half of personal consumption, which in turn makes up around 70% of GDP. *Thus, a slowdown in spending has a direct negative effect on economic growth.*



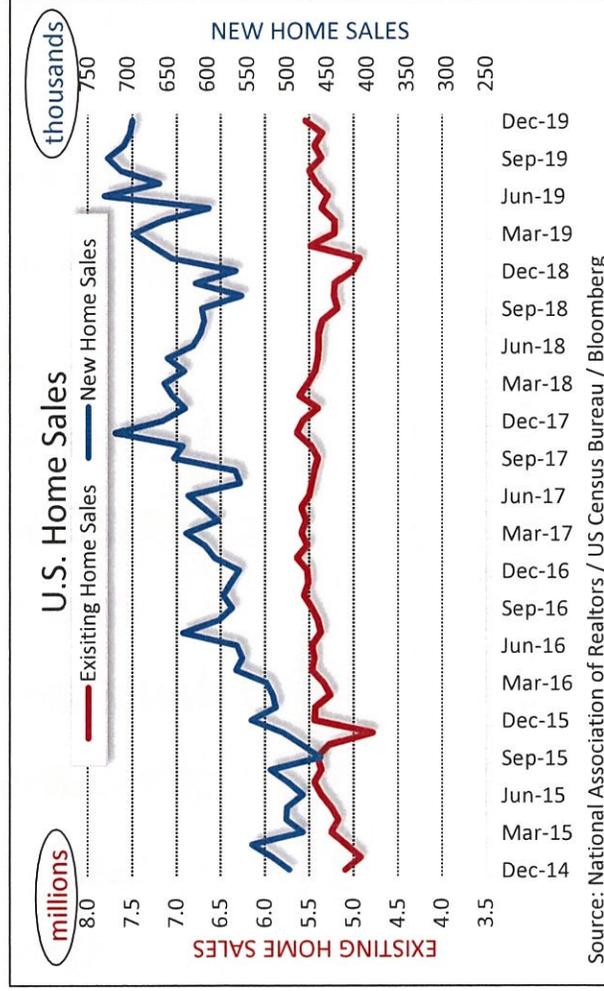
Housing

Housing wrapped up 2019 on a mostly positive note.

- Housing starts followed up November's revised +2.6% increase by surging +16.9% in December to a 13-year high at an annualized rate of 1.61 million units.
- Building permits, a leading indicator of future starts, retreated from November's 12-year high, slipping -3.9% to a 1.42 million unit rate.
- Mild winter weather boosted the seasonally adjusted data.



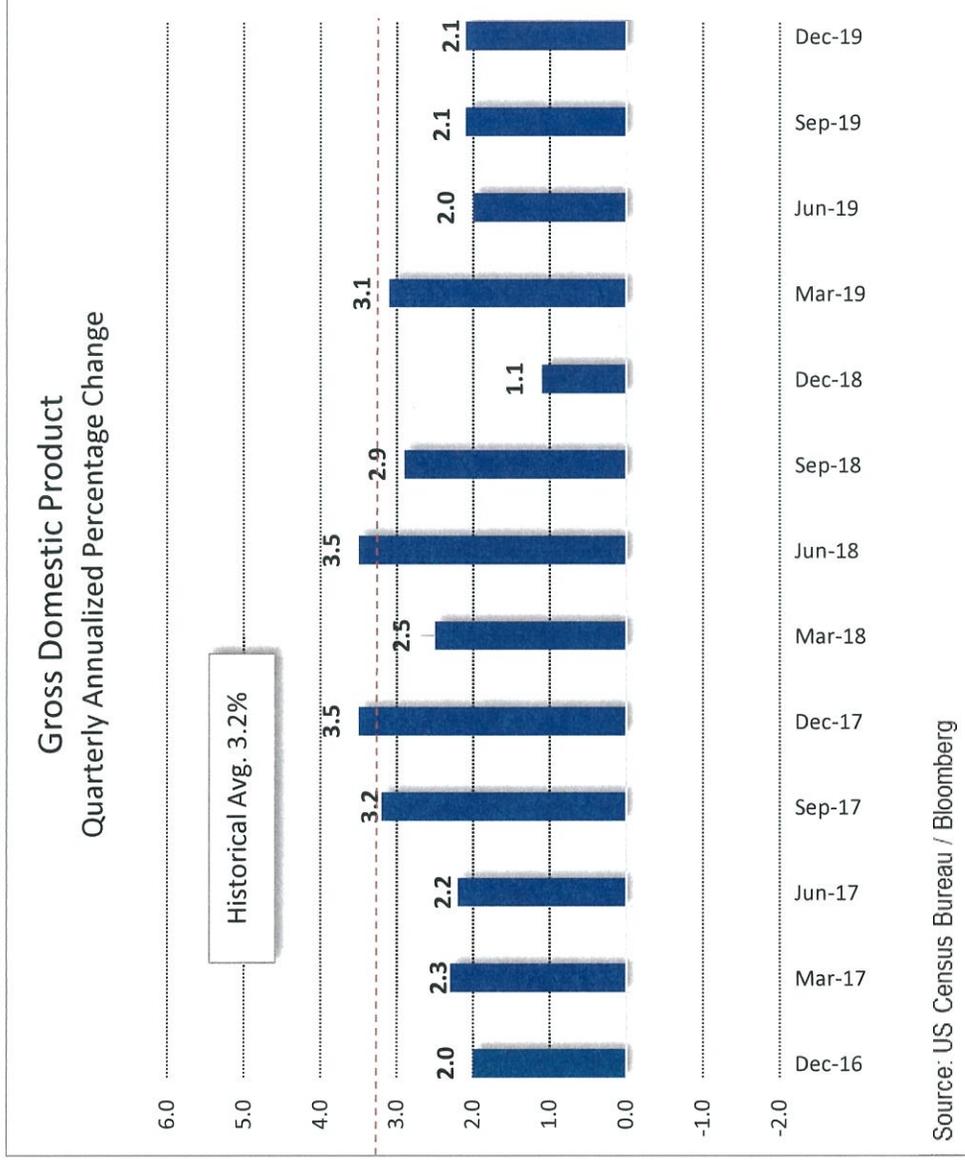
- New home sales declined slightly in December by -0.4%, from a downwardly revised annualized rate of 697k in November to 694k in December. Despite the cool down, new home sales had the best year since 2007.
- Existing home sales jumped +3.6% to a 5.54 million unit annualized pace, the best since early 2018.



Economic Growth

Q4 growth rose as expected, but the underlying details were weak.

- The first estimate of fourth quarter GDP matched both the median forecast and third quarter growth at +2.1%, but underlying details were much weaker...
- Household consumption grew at just a +1.8% annualized rate, after growing +4.6% in Q2 and +3.2% in Q3.
- Business investment declined for the third straight quarter.
- Real final sales rose by just +1.4%.



Market Movement

EQUITY INDEXES			
	DOW	S&P 500	NASDAQ
12/31/2019	28,538	3,231	8,973
2/14/2020	29,398	3,380	9,731
YTD % Change	3.0%	4.6%	8.5%

2/14/2019	25,439	2,746	7,427
2/14/2020	29,398	3,380	9,731
Y-o-Y % Change	15.6%	23.1%	31.0%

11/15/2019	28,005	3,120	8,541
2/14/2020	29,398	3,380	9,731
% Change	5.0%	8.3%	13.9%

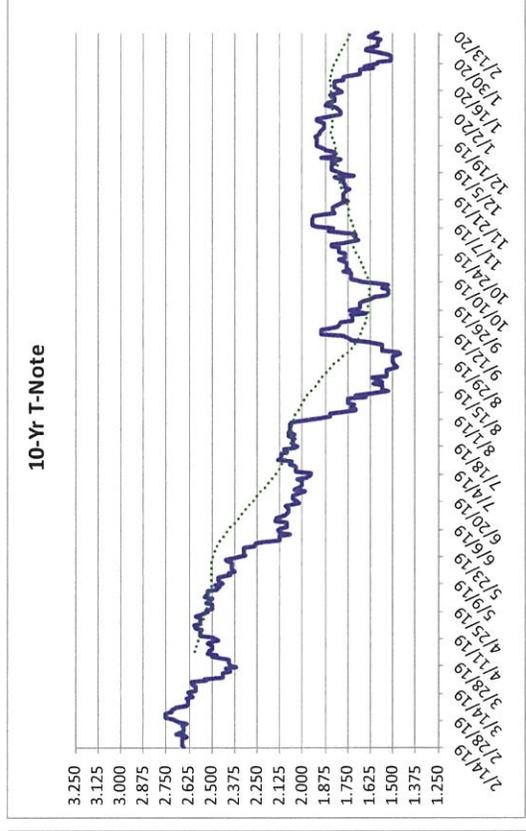
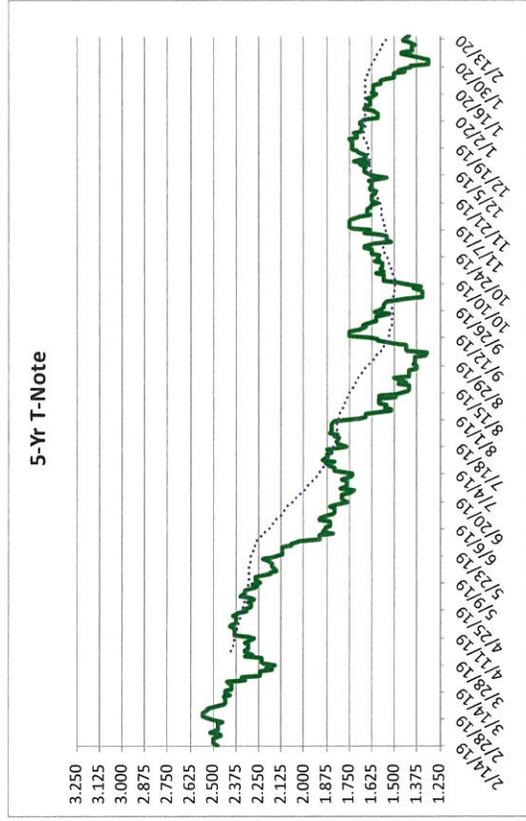
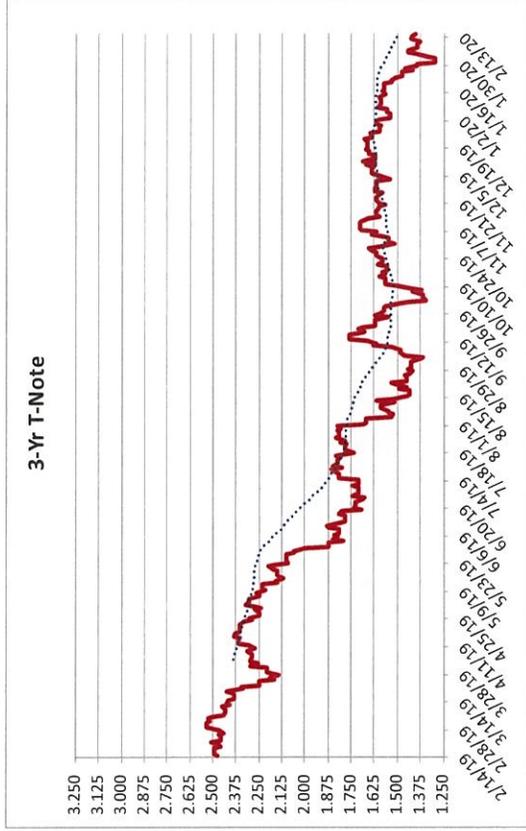
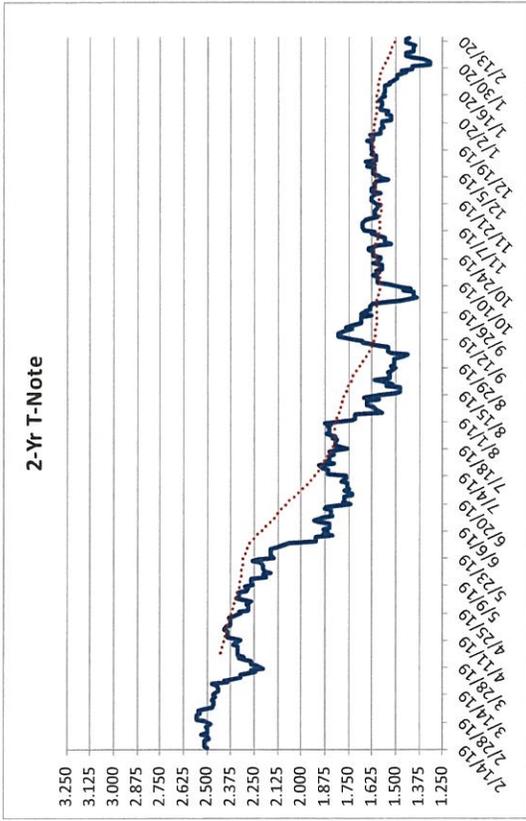
Bond yields have taken a hit to the coronavirus concerns. Stocks have managed to shake of the news and continue to reach higher highs.

INTEREST RATES							
	Date	Fed Funds	6 mo. T-bill	12 mo. T-bill	2 yr. T-note	5 yr. T-note	10 yr. T-note
Last	11/15/2019	1.50%-1.75%	1.58%	1.54%	1.61%	1.65%	1.83%
High			1.62%	1.59%	1.66%	1.75%	1.93%
Low			1.53%	1.44%	1.32%	1.31%	1.51%
End	2/14/2020	1.50%-1.75%	1.55%	1.48%	1.43%	1.42%	1.59%

Market Highlights

- The two-year T-note was falling lower and lower throughout mid January from the low 1.50s to 1.40s, but plummeted to 1.316% on January 31st on news concerning the coronavirus. Yields are recovering somewhat with the two-year closing at 1.43% on Friday.
- The five-year T-note was in the low 1.60s in mid January and quickly fell to the 1.40s in late January, trading *below* the two-year. On January 31st the five-year hit 1.31% but now is back up to 1.42% as of Friday, still below the two-year.
- In late January, the 10-year was trading in the low 1.70s and high 1.60s, but fell to 1.51% on January 31st. It returned to the 1.60s after a few days and is bouncing around the high 1.50s and low 1.60s now, closing at 1.59% on Friday.
- The front end of the yield curve is inverted; the one-month is around 1.59% and then yields bottom out at the three-year spot at 1.40%. The 30-year treasury dropped below 2.00% on January 31st and is now trading at 2.04% as of Friday, nearly 30 basis points lower compared to a month ago.
- Agency curve remains very flat and is trading below treasuries in several spots:
 - 1-year agency bullet = 1.52% (+5 to T-notes)
 - 2-year agency bullet = 1.47% (+5.5 to T-note and **-5 bps versus 1-year**)
 - 3-year agency bullet = 1.44% (+5.5 to T-note and **-3 bps versus 2-year**)

Selected U.S. Treasury Yield History (2/14/20)



Note: Dotted lines represent a 50-day moving average (trend line).

Bloomberg Yield Forecasts

Survey release date – 2/14/20

	2/14/20 Most Current	Q1 20	Q2 20	Q3 20	Q4 20	Q1 21	Q2 22	Q3 22
Median Fed Funds (Upper Bound)	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Median Fed Funds (Lower Bound)	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
Average US 2-Year	1.43	1.54	1.59	1.63	1.66	1.69	1.74	1.76
Average US 10-Year	1.59	1.75	1.71	1.88	1.93	1.97	2.05	2.09

Survey release date – 11/18/19

	11/8/19 Most Current	Q4 19	Q1 20	Q2 20	Q3 20	Q4 20	Q1 21	Q2 21
Median Fed Funds (Upper Bound)	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Median Fed Funds (Lower Bound)	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
Average US 2-Year	1.66	1.57	1.59	1.63	1.65	1.66	1.72	1.72
Average US 10-Year	1.91	1.71	1.78	1.86	1.92	1.95	2.03	2.07

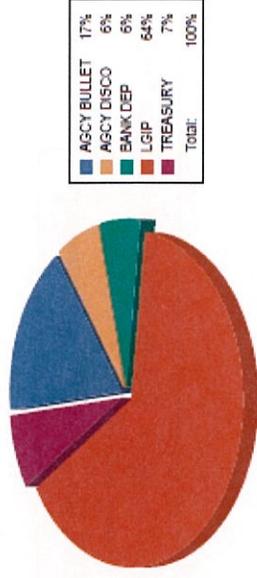
Current Portfolio Characteristics

As of 12/31/2019

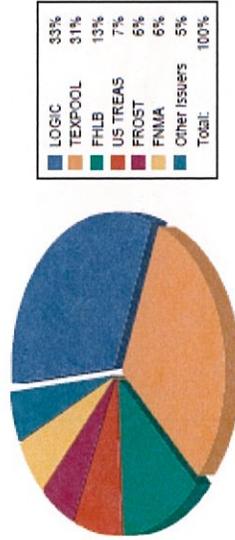
Account Summary

	Beginning Values as of 09/30/19	Ending Values as of 12/31/19
Par Value	134,204,150.05	170,690,672.35
Market Value	134,177,901.54	170,663,173.73
Book Value	134,136,620.40	170,640,410.24
Unrealized Gain/(Loss)	41,281.14	22,763.49
Market Value %	100.03%	100.01%
Weighted Avg. YTW	2.215%	1.730%
Weighted Avg. YTM	2.215%	1.730%

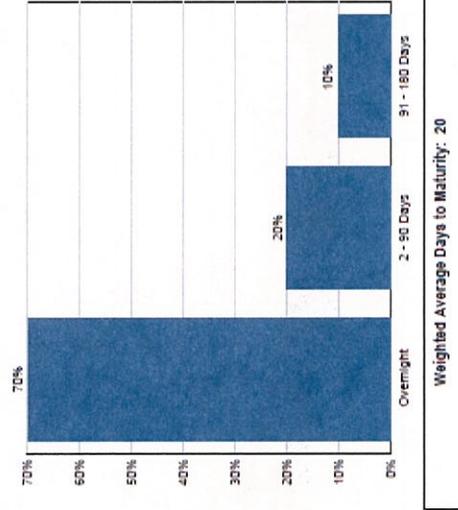
Allocation by Security Type



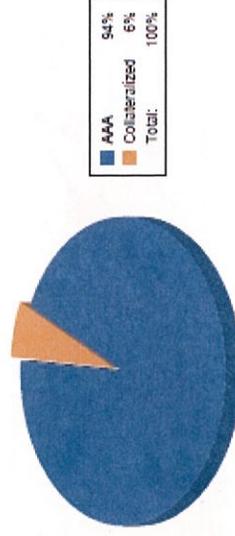
Allocation by Issuer



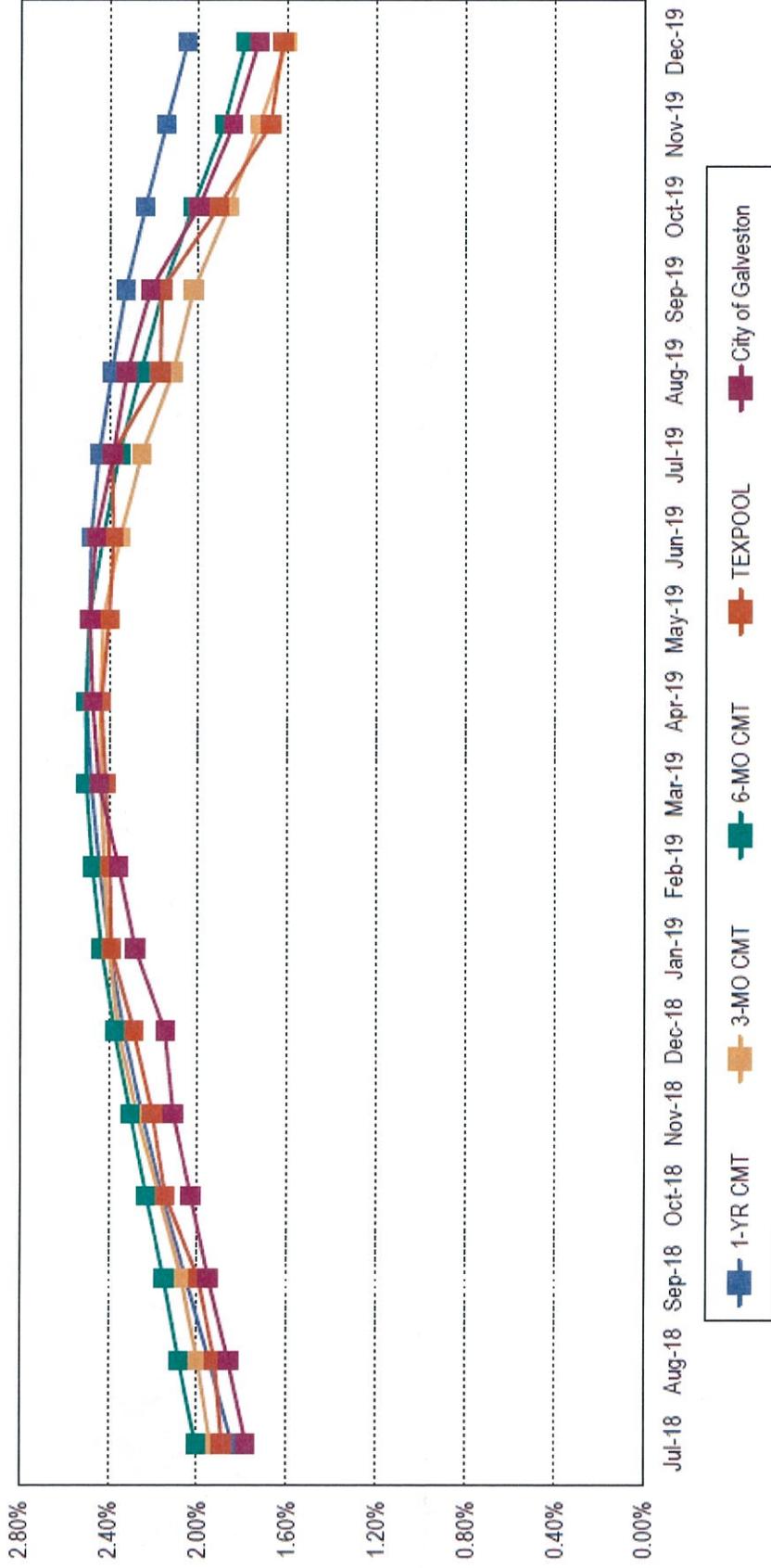
Maturity Distribution %



Credit Quality



Benchmark Comparison



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H-15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMTs are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.



Portfolio / Strategy Highlights

- Fourth Quarter 2019 Activity:
 - 10 maturities totaling \$38.2 million with an average yield of 2.49%
 - 3 purchases totaling \$14.5 million with an average yield of 1.63% and an average maturity 171 days
- The weighted average maturity decreased from 54 days to 20 days at 12/31/19.
- Overall portfolio yield declined from 2.22% to 1.73% during the quarter.
- Portfolio earned \$755,530 during the quarter ending 12/31/19, a decline from the \$780,848 earned in the prior quarter.

Relative Value Report



HilltopSecurities

Asset Management.

Relative Value Report

Today's Date: 14-Feb-20

Settlement Date: 18-Feb-20

DISCLAIMER: Securities listed here represent the best market offers as of early morning on this date. All information is subject to change at any time without notice. This report is intended for informational purposes only, and is in no way a solicitation or offer to sell any securities or services. This information has been obtained from sources believed to be reliable, but we do not warrant or guarantee the accuracy or timeliness of this information. There are no warranties, expressed or implied, as to accuracy, completeness, or results obtained from this information.

Investment Pool Yields:		TexPool	TexSTAR
Previous Day:		1.589%	1.560%
7 Day Moving Avg:		1.592%	1.565%
Agency Discount Note Yields			
	Current	Week Ago	Month Ago
1 Mo	1.557%	1.542%	1.512%
2 Mo	1.569%	1.559%	1.539%
3 Mo	1.566%	1.576%	1.551%
6 Mo	1.542%	1.521%	1.567%
9 Mo	1.538%	1.471%	1.517%
12 Mo	NQ	1.513%	1.523%
Commercial Paper Yields			
	Current	Week Ago	Month Ago
1 Mo	1.592%	1.592%	1.642%
2 Mo	1.594%	1.614%	1.745%
3 Mo	1.606%	1.647%	1.758%
4 Mo	1.609%	1.619%	1.619%
5 Mo	NQ	NQ	1.641%
6 Mo	NQ	NQ	1.643%
9 Mo	1.578%	1.609%	1.742%
Agency Bullet Yields			
	Current	Week Ago	Month Ago
1 Yr	1.516%	1.524%	1.568%
1.5 Yr	1.486%	1.456%	1.578%
2 Yr	1.471%	1.466%	1.593%
2.5 Yr	1.461%	1.456%	1.593%
3 Yr	1.441%	1.450%	1.592%

MATURITY DATE	SECURITY TYPE	DISCOUNT/SPREAD	YIELD
Agency Discount Notes			
25-Mar-20	FHLB	1.555%	1.557%
13-Apr-20	FHLB	1.565%	1.569%
15-May-20	FHLB	1.560%	1.566%
17-Jun-20	FHLMC	1.525%	1.533%
17-Jul-20	FHLMC	1.525%	1.535%
14-Aug-20	FHLB	1.530%	1.542%
31-Aug-20	FHLMC	1.500%	1.512%
11-Oct-20	FHLMC	1.470%	1.484%
25-Nov-20	FFCB	1.520%	1.538%
14-Dec-20	NQ	NQ	NQ
14-Jan-21	NQ	NQ	NQ
14-Feb-21	NQ	NQ	NQ
Commercial Paper			
19-Mar-20	Natixis NY	1.590%	1.592%
18-Apr-20	Natixis NY	1.590%	1.594%
19-May-20	MJFG Bank NY	1.600%	1.606%
17-Jun-20	Exxon Mobil	1.600%	1.609%
17-Jul-20	NQ	NQ	NQ
15-Aug-20	NQ	NQ	NQ
14-Nov-20	Royal Bank of Canada	1.560%	1.578%
Agency Bullets (Non-Callable)			
10-Feb-21	FHLB 1.500	+10.0	1.516%
16-Apr-21	FHLMC 1.8525	+6.5	1.481%
29-Jul-21	FHLB 3.500	+7.0	1.486%
10-Dec-21	FHLB 2.625	+5.5	1.471%
21-Jan-22	FFCB 1.600	+5.5	1.471%
9-Sep-22	FHLB 2.000	+4.5	1.461%
21-Feb-23	FFCB 1.450***	+5.5	1.441%

*** Spread versus 3-Year Treasury (All others vs 2-Year)

ORDINANCE NO. 20-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT 1212 19th STREET AND LEGALLY DESCRIBED AS THE SOUTH 47 FEET OF LOT 1 (1-1), BLOCK 18, IN THE CITY AND COUNTY OF GALVESTON, TEXAS AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; GRANTING A SUBSTANTIAL REHABILITATION FOR HISTORIC PROPERTY TAX EXEMPTION; DESIGNATING THE CITY MANAGER TO EXECUTE THOSE DOCUMENTS NECESSARY TO IMPLEMENT THE TAX INCENTIVE PROGRAM; PLANNING CASE NUMBER 20LC-009; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

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

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

WHEREAS, Applicant and Property Owner, Barbara Canetti, Carios LLC., is requesting that the structure located at 1212 19th Street and legally described as the South 47 feet of Lot 1 (1-1), Block 18, in the City and County of Galveston, Texas, be officially designated as a historically or archeologically significant site in need of tax relief to encourage its preservation; and,

WHEREAS, if the tax exemption for the subject property is granted, the assessed value, in whole or in part, will be “frozen” for the requested ten (10) year period associated with the approved tax exemption. This program freezes the City’s portion of the property tax at the pre-improvement value of the property which is currently at **\$61,900.00**. The exemption shall be effective on **January 1, 2021**, the year following the verification by City Council of substantial rehabilitation of the historic property and grant of the tax exemption (March/2020), and continue for the ten year period thereafter, expiring on **December 31, 2030**. After expiration of the tax exemption, the City of Galveston shall levy property taxes to the full assessed value as determined by the Galveston Central Appraisal District; and,

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

WHEREAS, at its regular meeting of February 17, 2020, the Landmark Commission verified that the requirements of the program were met in conformance with the Substantial Rehabilitation for Historic Properties Tax exemption program and voted to recommend approval of the request; and,

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

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application, and designate the structure located at 1212 19th Street and legally described as the South 47 feet of Lot 1 (1-1), Block 18, in the City and County of Galveston, Texas, as a historically or archeologically significant site in need of tax relief to encourage its preservation and grant a Substantial Rehabilitation for Historic Properties Tax Exemption.

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

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

SECTION 2. After public hearing, the City Council grants a Substantial Rehabilitation for Historic Properties Tax Exemption of the structure located at 1212 19th Street and legally described as the South 47 feet of Lot 1 (1-1), Block 18, in the City and County of Galveston, Texas.

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

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

SECTION 5. The exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of **\$61,990.00**.

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

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on March 24, 2020, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston



20LC-009

STAFF REPORT

ADDRESS:

1212 19th Street

LEGAL DESCRIPTION:

Property is legally described as the South 47 Feet of Lot 1 (1-1), Block 18, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Barbara Canetti, Carios LLC

PROPERTY OWNER:

Same

ZONING DISTRICT:

Single Family Residential, Historic (R-3-H)

HISTORIC DISTRICT:

Lost Bayou

REQUEST:

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

STAFF RECOMMENDATION:

Approval

EXHIBITS:

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

STAFF:

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



Analysis

In April 2018, the applicant submitted for Eligibility (then called Certification) for renovation work done at 1212 19th Street (Case 18LC-025). Since then, the applicant has exceeded the minimum threshold for participation, and is requesting verification that the requirements of the program have been met. The applicant has submitted documentation that supports a total expenditure of \$38,669.

The City Council has the final authority on the Substantial Rehabilitation for Historic Properties Tax Exemption Program. The tax exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of \$61,990.

Other Reviews

City Council will review the request at the March 26, 2020 meeting.

Staff Recommendation

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

Respectfully Submitted,



Karen White
Planning Technician

2/11/2020

Date



Catherine Gorman, AICP
Assistant Planning Director / HPO

2/11/2020

Date

Attachment A

1212 19th Street

Item	Receipts Total
Foundation Leveling	19,500
HVAC	7,124
Electrical	3,860
Plumbing	7,270
Cabinets	454.66
Flooring	460.73
Total	38,669.39
Threshold	30,995

Attachment B







galvestonspeakeasy.com

1212 19th Street

Item	Receipts Total
Foundation Leveling	19,500
HVAC	7,124
Electrical	3,860
Plumbing	7,270
Cabinets	454.66
Flooring	460.73
Total	38,669.39
Threshold	30,995

OFFICE:
281-447-3507



CELL:
936-648-6845
FAX:
409-632-7662

CONTRACTOR AGREEMENT

THIS AGREEMENT made on the 17 day of Oct 202018 by and between M.L.MURLEY, hereinafter called the CONTRACTOR and Carlos Rios the OWNER for the consideration named agrees as follows.

The Contractor shall furnish all materials and labor necessary to perform the work as described below, as it pertains to said work, requested by Owner and is to be performed on the property located at: 12-12 19TH in TALV Texas, Zip Code 77550.

CONTRACTOR IS NOT RESPONSIBLE FOR CLEANING THE LOT UNLESS OTHERWISE STIPULATED.

- The Contractor agrees to do the following:
- (1) Level foundation
 - (2) Repair Bottom Sills
 - (3) Replace Rotten Post
 - (4) BRACE POST
 - (5) _____
 - (6) _____
 - (7) _____
 - (8) _____
 - (9) _____

Contractor will NOT replace any rotten sill(s) or floor joist unless first requested by Owner in writing. Accordingly, rotten sill(s) or floor joist will be replaced at the additional charge of \$ _____ per foot, per sill or floor joist. If the cost is over and above the amount due quoted, sill or floor joist replacement cost will be DUE IN FULL UPON COMPLETION of said work. Additionally, Contractor shall NOT be held responsible for ANY other work/duties, and/or defaults (interior or exterior) which may naturally occur as a result of the leveling or raising job to include, but not limited to cracked sheet rock (drywall), cracked windows, any pipes that may break or damage to siding, etc. unless specified in writing below:

Owner agrees to pay Contractor the sum of \$ 19,500 dollars, with a down payment of \$ 9500 dollars which is due immediately upon signing the Contract. The Owner additionally agrees to pay the Contractor

BAI Due \$10,000 PAID IN FULL Contractor shall NOT be held liable for any delay due to circumstances beyond his control such as Acts of God, casualty of general unavailability of required materials, and is Not responsible for ANY work which is not listed in Article 1. No other terms or conditions shall apply other than written in this Contract regarding PAYMENT DUE IN FULL upon start of work described in this Contract. Additionally, failure by Owner to pay the entire amount due on time will result in a late charge fee of \$ _____ dollars per day until the entire amount due has been PAID IN FULL.

In the event legal action is necessary to collect the money due to the Contractor by this Contract. The Owner agrees to assume all attorney's fees, court costs, recording fees and all legal fees derived from such actions. Both parties agree that legal action shall be conducted in an appropriate office in Alvesta County.

- Owner agrees to: (1) _____ (2) _____
- (3) _____ (4) _____
- (5) _____ (6) _____

(7) If Owner cancels job after all permits are received, owner is obligated to reimburse Contractor for permit cost, elevation certificate and engineer drawing plus a 20% service charge.

Owner _____ Contractor [Signature]

Signature by Owner/Contractor denotes that all work was COMPLETED by the Contractor on _____ day of _____

Owner: _____ Contractor: [Signature]
Address: 1823 Ave 4
Phone #: _____

Invoice Details

Pay \$7,124.00



INVOICE

Invoice #: 1174
 Invoice date: Feb 22, 2019
 Due date: Feb 22, 2019

S.D.W. Services, L.L.C.

Spencer Williams
 306 Quitman st
 Houston, TX 77009
 United States

Amount due:
\$7,124.00

Phone: 281-204-3246
 williamssdw@yahoo.com
 spencer@sdw-services.com
 TDLR License #TACLB47534E

Bill To:

Barbra & Don Rios
 1860 White Oak #351
 Houston, TX 77009
 United States

barbara.canetti@gmail.com
 +1 713-817-0006

Description	Quantity	Price	Amount
1212 19th st 1.Installed Bryant 3.5 ton horizontal electric system with 15kw heat. 2.Anchored condensing unit to platform and wrap freon pipe with uv protection wrap. 3.Installed locking freon caps. 4.Installed R-8 flex duct to every room. 5.Vented dryer out floor and exhaust fans out roof. Original bid not included the following: 6.Permit 250.00 7.Equipment 7 percent price increase 178.00 8.Heater from 10 kw to 15 kw 80.00 9.Two 80 cfm bath fans and one 50 cfm bath fan 190.00 10.Installing roof jack 180.00	1	\$7,124.00	\$7,124.00
		Subtotal	\$7,124.00
		Shipping	\$0.00
		Total	\$7,124.00 USD

2018/12/20



City Of Galveston

823 Rosenberg
Galveston, TX 77550

Invoice

PublicWorks / Fees / Water or Sewer Tap
Permit#: **WST2018-00362**

Applicant:

Parcel: **1212 19th Street, Galveston, TX 77550**

Invoice	Trans.Date	Period	Fee Descr.	Fund	Account	Amount
97883	12/20/2018	FINAL	3/4" Water Tap	4010	348110	650.00
97883	12/20/2018	FINAL	4" Sewer Tap	4210	348110	500.00
97883	12/20/2018	FINAL	Water Tap Fee	4010	348110	10.00
97883	12/20/2018	FINAL	Sewer Tap Fee	4210	348110	10.00
Total Fee:						1170.00

Total Payments: 0.00

Balance: 1170.00

City Of Galveston

20-DEC-2018 10:33:19

City of Galveston
Miscellaneous Receipt 501900

PAGE 1
TGRMISC

CASHIER: VWEBB9

DEBIT CODE	CREDIT CODE	DESCRIPTION	DEBIT AMT	CREDIT AMT
CARD		VISA/BARBARA CANETTI	\$660.00	
	GEN	INVOICE 97883		\$10.00
	GEN	INVOICE 97883		\$650.00
			<hr/>	<hr/>
			\$660.00	\$660.00

City of Galveston
Miscellaneous Receipt 501901

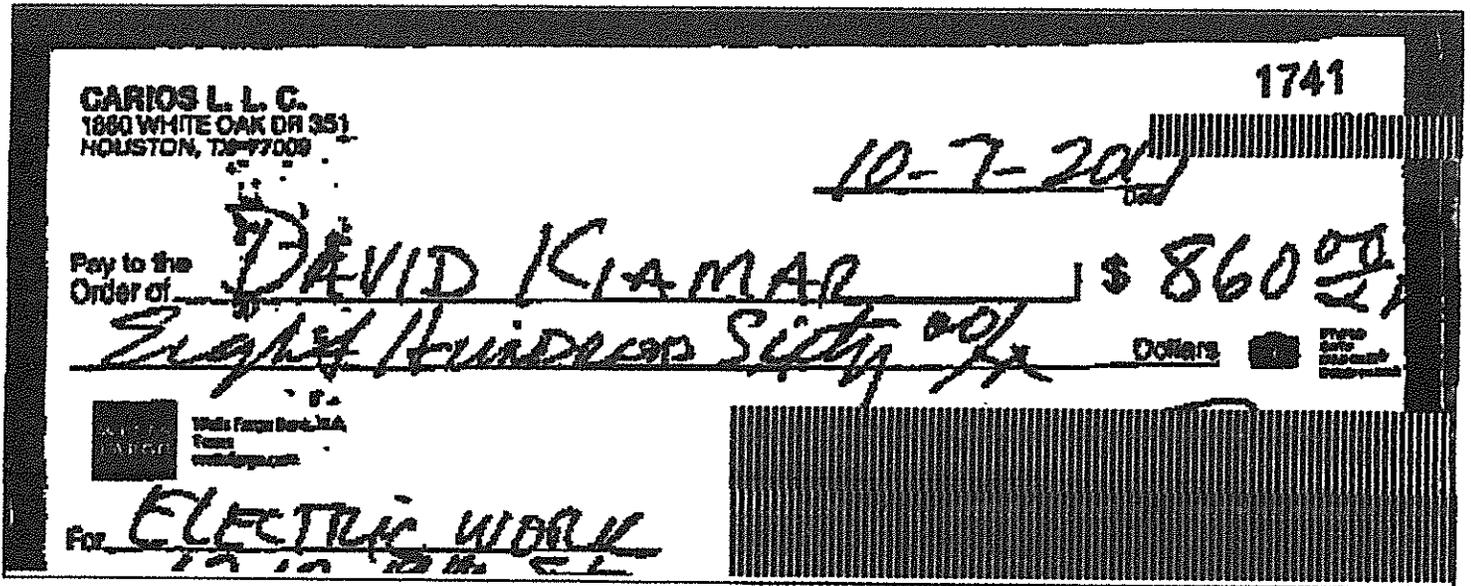
CASHIER: VWEBB9

DEBIT CODE	CREDIT CODE	DESCRIPTION	DEBIT AMT	CREDIT AMT
CARD		VISA/BARBARA CANETTI	\$510.00	
	GEN	INVOICE 97883		\$10.00
	GEN	INVOICE 97883		\$500.00
			<hr/>	<hr/>
			\$510.00	\$510.00

WELLS FARGO

Check Details

Check Number	1741
Date Posted	10/16/19
Check Amount	\$860.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender



BARBARA CAWETTI
CARLOS RIOS
1823 AVENUE L
GALVESTON, TX 77550

Fidelity® Cash Management Account

1008

80-588/1012

March 9 2019



Pay to the
Order of

DAVID KRAMAR
Three thousand 00/1000

3000 00

FOR ELECTRIC 1212-1914

Barbara Cawetti

⑆ 10120568 ⑆ 1008 ⑆ 7710569974048 ⑆

10/12/10



Ray Flores Plumbing
 409-256-0305 M36084
 rayfloresplumbing@yahoo.com
 www.rayfloresplumbing.com



Estimate

Date	Estimate #
01/19/2018	2114Q

Name / Address
Carlos Rios 713-906-9817 doncarlos.rios@gmail.com Project Address: 1212 19th Street Galveston, TX 77550

Description	Total
<p>This bid is for plumbing remodel of all electric 2 bath home with no gas piping. Bathroom #1 Includes one shower, one commode, and one vanity sink. Bathroom # 2 consists of one commode, one lavatory sink, and one tub and shower combo. The kitchen will have an island sink and there will also be a standard washing machine plumbing set-up installed as well. The location of the water heater is yet to be determined. This bid also includes 2 outside hose-bibs which will be located per owner's request. All drains and vents will be composed of schedule 40 PVC and installed per code. Venting will be required and any roof penetrations Ray Flores Plumbing must make to facilitate vent piping is to be flashed and sealed by others hired by homeowner/contractor. All potable water lines installed will be Grade A PEX piping with copper stub-outs.</p> <p>Ray Flores Plumbing will supply all piping, fittings, and other materials as well as all plumbing labor. Ray Flores Plumbing will obtain all required plumbing permits as well as schedule the necessary plumbing inspections. This bid does not include the cost of any fixtures (ie: commodes, faucets, showers, water heaters, etc.) but does include their installation and the materials required to do so. Upon the acceptance of this bid the pay schedule is to be as follows:</p> <p>Down payment to be made in order for materials to be purchased, permits to be obtained and work to begin: \$3675.00 Amount due at rough-in green tag: \$1895.00 Amount due at beginning of fixture set: \$1000.00 Final balance due at final plumbing green tag: \$400.00</p>	\$6,970.00
<p>***If you'd like to get this project on the schedule, please let us know as soon as possible! Thank you for choosing Ray Flores Plumbing!</p>	Total \$6970.00

CARIOS L. L. C.
1680 WHITE OAK DR 351
HOUSTON, TX 77008

Pay to the
Order of

Ray Flores
One thousand 00/100

6/5/19 DATE

\$ 1000.00



Well Fargo Bank, N.A.
FDIC
WellFargo.com

For *1212/19*

⑆ 11900659⑆ 200003759⑆ 02710⑆ 722

Suhmalanida

1722

314521110 7818

Print
Name
(Last, First)

J

BARBARA CANETTI
CARLOS RIOS
1823 AVENUE L
GALVESTON, TX 77550

Fidelity® Cash Management Account

1011
80-252/1012

Pay to the
Order of

Ray Flores
Three hundred and

3/21/19

300⁰⁰

CHECK NUMBER

1212 19th plumbing Barbara Canetti

⑆ 10120568 ⑆ ⑆ 1011 ⑆ 7710569974048 ⑆

NEW YORK

✓

Date	Description	Amount	Cash Balance
03/13/2019	Check Paid # 1009 (Cash)	-\$1,895.00	--

Check Paid # 1009 (Cash)

Account Number X69974048
 Check Number 1009
 Date Posted 03/13/2019
 Amount -\$1,895.00

FRONT OF CHECK
 PAY TO THE ORDER OF *Ray Stone - Fidelity* \$1,895.00
 3/13/19
 Signature: *Arthur A. Leach*
 MICR line: ⑆ 101 20 566 1⑆ 100 94 27 10 6 5 9 7 4 0 1 8 ⑆

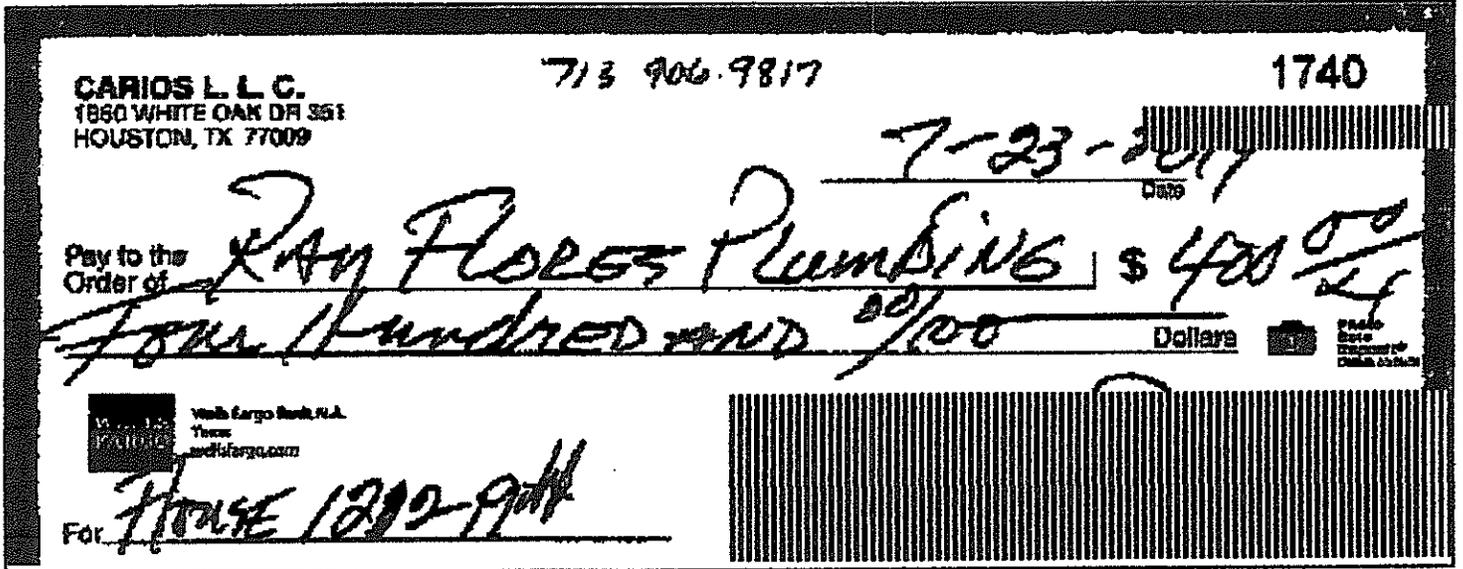
BACK OF CHECK
 MICR line: ⑆ 101 20 566 1⑆ 100 94 27 10 6 5 9 7 4 0 1 8 ⑆
 Signature: *Ray Stone*

FOR LOCK

WELLS FARGO

Check Details

Check Number	1740
Date Posted	07/23/19
Check Amount	\$400.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

Surplus Warehouse

Build More. Spend Less.

www.surplus-warehouse.com

Invoice Address
CASH SALES

SURPLUS WAREHOUSE PASADENA

6802 Spencer Highway
Pasadena, TX 77505-1757
Phone: (281) 991-1744
swpasadena@ecbarton.com

Cash Sale Invoice

4645267

Invoice No 4645267
Invoice Date 03/11/2019
Terms Cash Sale
Customer Acct CASHS
Customer Ref
Order # 5841742
Taken By Marisol
Sales Rep House Sales



Contact: rios carlos 713-906-9817

Special Instructions	Notes

Line	Description	Quantity	Reg Price	Disc%	Your Price	Per	Total
	customer mist the sale day mari						
1	5008345 - CABINET OAK UNFINISHED SB36	1 EA	124.00	3%	120.28	EA	120.28
2	5008150 - CABINET OAK UNFINISHED B24B	1 EA	117.00	3%	113.49	EA	113.49
3	5008135 - CABINET OAK UNFINISHED B18	1 EA	96.00	3%	93.12	EA	93.12
4	5008592 - CABINET OAK UNFINISHED DWEPLH (BEP3) CABINET OAK UNF DWEPLH (BEP3)	1 EA	32.00	3%	31.04	EA	31.04
5	8037290 - LAV PED BASIN CHESAPEAKE WHITE PEDESTAL SINK BASIN	1 EA	64.00	3%	62.08	EA	62.08
Total Savings: \$12.99							

Carlos Rios
Customer Signature

Payment Method	Amount Received	Total Amount	
5625-Visa 5416065	\$454.66	\$420.01	
Merchant #	542191	Tax 8.250 %	\$34.65
Account #	*****0310	Invoice Total	\$454.66
Authorization #	07150D		

SURPLUS WAREHOUSE WILL NOT BE RESPONSIBLE FOR MERCHANDISE LEFT ON THE PREMISES FOR OVER 30 DAYS.

RETURN / REFUND POLICY

For all refunds or exchanges, please keep your original receipt. Any return within 90 days of purchase and with a valid sales receipt will be exchanged or refunded in cash, to your credit card account, or with store credit. Products must be in like-new condition and in their original packaging in order to receive a refund. Cash and check purchases exceeding \$200 may be refunded as a mailed check or applied to store credit. Checks are mailed from our E.C. Barton corporate office and should arrive within 10 business days of the transaction date. All sales of special orders, damaged items, clearance items, and cut goods (carpet, vinyl, etc.) are final.



For Refund Use



Floor & Decor
11542 Gulf Fwy
Houston, TX 77034
(713) 944-1989

Floor & Decor
11542 Gulf Fwy
Houston, TX 77034
(713) 944-1989

Date 05/17/2019 Time 3:02 PM

Transaction Number 1010701586201418
Store 107 Register 1
Associate 43238 Precious

SALE

Retail
CER 2X8 BRIGHT BLACK POL 70.20
100566207 180 @ 0.39
POR HEXGN WHT/BLK MOS II 18.47
100104694 33 @ 3.59

Retail Subtotal 188.67
Sales Tax 15.57
Retail Total 204.24

Grand Total 204.24

Visa 204.24

XXXXXXXXXXXX0310

Auth. #: 001810

Invoice Number: 12C3J1J030322895

Entry: Chip
Mode: Issuer
AID: A0000000031010
TVR: 0080008000
IAD: 06021203A02002
TSI: E800
ARC: 00

Customer barbara canetti
Customer ID 105068725

Low Prices, Everyday



X1010701586201418

Floor & Decor Return Policy
F&D reserves the right to limit or deny returns. Used or opened tools, if verified to be defective, can be exchanged within 90 days of purchase. Please see <https://www.flooranddecor.com/policies/returns.html>

Installed Merchandise Policy
Thoroughly inspect and measure all products before installation as use will constitute acceptance. Installed flooring

Date 05/26/2019 Time 11:30 AM

Transaction Number 1010703586299154
Store 107 Register 3
Associate 50624 Adalene

SALE

Retail
POR HEXGN WHT/BLK MOS II 236.94
100104694 66 @ 3.59

Retail Subtotal 236.94
Sales Tax 19.55
Retail Total 256.49

Grand Total 256.49

Visa 256.49

XXXXXXXXXXXX0310

Auth. #: 034120

Invoice Number: 12C5J5A113056694

Entry: Chip
Mode: Issuer
AID: A0000000031010
TVR: 0080008000
IAD: 06021203A02002
TSI: E800
ARC: 00

Customer barbara canetti
Customer ID 105068725

Low Prices, Everyday



X1010703586299154

Floor & Decor Return Policy
F&D reserves the right to limit or deny returns. Used or opened tools, if verified to be defective, can be exchanged within 90 days of purchase. Please see <https://www.flooranddecor.com/policies/returns.html>

Installed Merchandise Policy
Thoroughly inspect and measure all products before installation as use will constitute acceptance. Installed flooring cannot be exchanged or returned for any

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **4824 AUSTIN DRIVE**, AS A “GALVESTON LANDMARK”, PROPERTY IS LEGALLY DESCRIBED AS LOT 8, PALM GARDENS, A SUDIVISION, 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-003**; 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, Dr. Calvin E. Buckley, requests that the structure located at **4824 Austin Drive**, and legally described as Lot 8, Palm Gardens, a Subdivision, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, the subject structure, the “Robert J. Sr. and Lydia Bohn House”, was constructed in 1928. The Bohn House is a brick Craftsman bungalow style common to the Palm Gardens neighborhood and seen in other parts of the city as well, such as along Avenue O. This particular style of bungalow is characterized primarily by the use of brick to describe architectural details such as handrails, arches, columns, and lintels and by the low roof pitches more common to Prairie- or later Ranch-style houses. These particular styled houses exhibit a unique style that does not readily fit into any other category; and,

WHEREAS, the Bohn House has been an established visual feature of the Palm Gardens neighborhood is associated with the adjacent Cedar Lawn Neighborhood Conservation District since its construction. The Bohn 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, 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 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 February 17, 2020, the Landmark Commission voted to recommend approval of the request; and,

WHEREAS, at its regular meeting of February 18, 2020, the Planning Commission voted to recommend approval of the request; and,

WHEREAS, Staff recommends that Planning Case Number 20P-003 request for Landmark Designation of the property located at **4824 Austin Drive**, 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 **4824 Austin Drive**, and legally described as Lot 8, Palm Gardens, 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 **4824 Austin Drive** and legally described as Lot 8, Palm Gardens, 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 March 26, 2020, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston



20LC-007

STAFF REPORT

ADDRESS:

4824 Austin Drive

LEGAL DESCRIPTION:

Property is legally described as Lot 8, Palm Gardens, a Subdivision, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Dr. Calvin E. Buckley

PROPERTY OWNER:

Same

ZONING DISTRICT:

Residential, Single-Family (R-1)

HISTORIC DISTRICT:

N/A

REQUEST:

Request for designation as a Galveston Landmark

STAFF RECOMMENDATION:

Approval with Conditions

EXHIBITS:

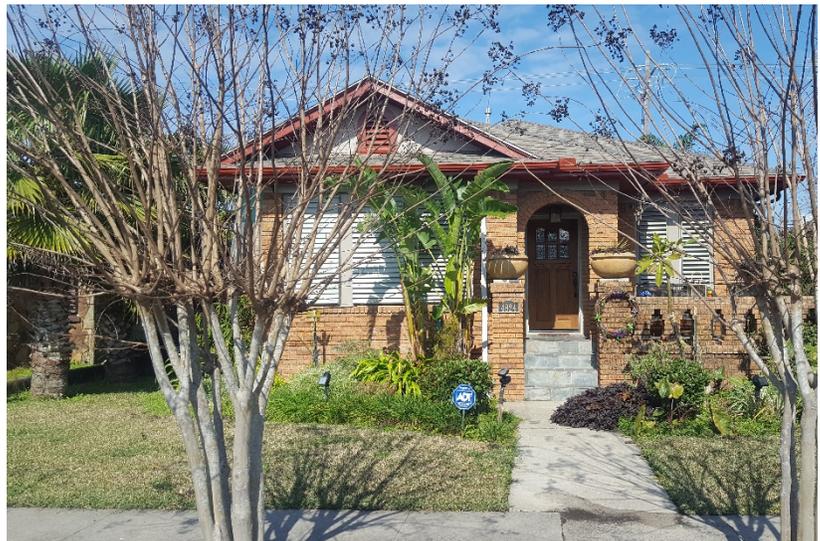
- A – Applicant’s Submittal
- B – Supplemental Research

STAFF:

Daniel Lunsford
 Planner
 409-797-3659
 dlunsford@galvestonTX.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
30	1	1	0	0



Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Residential, Single-Family (R-1)	Residential
North	Residential, Single-Family (R-1)	Residential
South	Residential, Single-Family (R-1)	Residential
East	Residential, Single-Family (R-1)	Residential
West	Residential, Single-Family (R-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 history of the Palm Gardens neighborhood is associated with the adjacent Cedar Lawn Neighborhood Conservation District. According to the Cedar Lawn Association, W.L. Moody III founded the Cedar Lawn Development Company in 1926 with partner Clark W. Thompson. Moody's house at 5115 Avenue T is currently a Galveston landmark. Shortly thereafter, the Cedar Lawn Development Company added eight blocks west of Cedar Lawn between Avenue L and Avenue N 1/2 to the project, calling this area Palm Gardens. As noted in the Galveston Architectural Guidebook, the small lots of the subdivision indicate it was meant for homeowners of more modest means.

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

Insurance records provided by the applicant show that the house at 4824 Austin Drive was built in 1928 for Robert J. Bohn Sr. and wife Lydia M. Taylor Bohn. The record notes the house contained five rooms, including a kitchenette, bathroom, and "back room". In 1943 the Bohns sold the house to Mabel Holman Williamson; she and husband Frank owned the house until 1985, longer than any other single owner.

The Robert and Lydia Bohn house is a brick Craftsman bungalow style common to the Palm Gardens neighborhood and seen in other parts of the city as well, such as along Avenue O. This particular style of bungalow is characterized primarily by the use of brick to describe architectural details such as handrails, arches, columns, and lintels and by the low roof pitches more common to Prairie- or later Ranch-style houses. Altogether, these houses exhibit a unique style that does not readily fit into any other category.

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

Robert J. "Bob" Bohn Sr. was born on September 8, 1893 in Galveston; his obituary notes him as a "lifelong Galvestonian" though he may have also lived in La Marque for some time after 1947. Mr. Bohn was a veteran of World War I, worked for Kelso Marine for a time, and was a retiree from Model Laundry after 32 years there. He

was also a bailiff for the county court, and was commander of the Galveston American Legion post.

Lydia M. Taylor Bohn was born on November 11, 1899 in Galveston; her obituary notes she resided in Galveston until 1947, sixteen years before her passing. She was member and past president of several civic organizations, including the Maco Stewart Auxiliary Post #29, the Bay Area 40 & 8 Club, and La Marque Home Demonstration Club. Together Robert and Lydia had several children and numerous grandchildren.

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 Robert and Lydia Bohn House retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association. It is a prime example of the unique Craftsman- style variation of domestic architecture seen throughout Galveston and especially in the Palm Gardens neighborhood.

Financial Incentives for Historic Properties

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

Other Reviews

Landmark Commission heard this request at the February 17, 2020, meeting and unanimously recommended approval. Planning Commission heard this request at the February 18, 2020, meeting and also unanimously recommended approval.

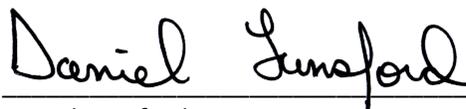
Staff Recommendation

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

February 19, 2020

Date

**4824 Austin Dr.
Palm Gardens
Galveston, Texas 77551**

The Cedar Lawn Association began to build the Cedar Lawn Neighborhood and then developed the next neighborhood over, Palm Gardens. Although many have thought that Palm Gardens was built for the domestic help serving the families and homes in Cedar Lawn, that is untrue. Surprisingly, the deed restrictions of both areas are quite similar and vary only slightly. The houses in Cedar Lawn were required to cost \$7,000.00 and up, where Palm Gardens had two sections: one where Palm Gardens' minimum home value was \$3,000.00 and another with no less a value than \$5,000.00. The land was auctioned and a great deal of original properties from the 1930's, 1940's and later still exist as they were originally constructed.

The property at 4824 Austin Dr. was constructed in 1928, as proven by a DESCRIPTION AND ESTIMATE of the Present Cash Value, (copy) provided by the Rosenberg Library Historical Archives.....the original owner was J. Bohn. The property was purchased and sold many times over the last 92 years and the interior has been totally updated, but the exterior structure remains as it was originally constructed. Palm Gardens was known as 'A front porch' neighborhood and the neighborhood still reflects the intent of the Original Deed Restrictions.

The Palm Gardens Neighborhood boundaries INCLUDE THE AREA BETWEEN AVE. L AND AVENUE N 1/2 - FROM 48th to 50th STREETS. A Neighborhood Association was formed to protect the integrity of the properties within its' boundaries. 4824 Austin Dr. is exemplary of Arts & Crafts architecture.

Westmoor subdivision, occupying the area from 45th to 47th from T to U, which was inaugurated by Dr. Willard R. Cooke and other enterprising local physicians, and later added to by Brantly Harris and Jules Damiahi. This subdivision was started in October 1925, when the north half was laid out and the south half added to in October 1927. Later five additional blocks surrounding the first section were laid out, making a total of nine blocks in the Westmoor addition.

Cedar Lawn

The Cedar Lawn Development Company, with W. L. Moody III and Clark W. Thompson started the development of Cedar Lawn in July 1926, in the area between L and N, 45th and 48th.

This comprises nine blocks and is probably the best developed of any subdivision as yet. Practically all of the lots have been sold and the majority has pretentious homes erected thereon.

Later, January, 1927 (unreadable), the Cedar Lawn Development Company added eight additional blocks adjacent to Cedar Lawn and called it Palm Gardens. This includes the area between Avenue L and N1/2 - from 48th to 50th streets and is also well settled.

Palm
Gardens

CEDA

CEDAR  LAWN
Established 1927

All of these subdivisions have public utilities, lots are graded and curbed and driveways have been laid out and in some instances asphalt topped. ...

DESCRIPTION AND ESTIMATE of the Present Cash Value

Of the one story Asbestos Shingle roofed B.V. building
 Situated on Lot No. 8 in Block No. D.R. 33 No. 4824 Austin Drive Street
 in the City of Galveston, owned by R. J. Bohn Mabel Holman

Occupancy: {
 Basement none for
 First Floor by tenant for Dwelling
 Second Floor by for
 Third Floor by for

DESCRIPTION

When built? Aug. '28 Last repaired or painted?
 Is it on leased grounds? no When does lease expire?
 What is used for lighting? elec Is gasoline used?
 Size of building? See div 20x34, 13x30, 14x20 - 1350 S.F.
 Plastered
 Number of rooms 5 Rough ceiled and papered Kitchenette Halls 1 small Bath room 1
 Ceiled and painted
 Number closets? 3 Porches? 1 Mantels and grates? no
 Number of flues and construction thereof? 1 brick to grd
 Is public Fire Hydrant within 500 feet? yes Within 1000 feet? 1350 e. 18th

The above described building would cost, at present value of materials and labor \$ 25,111

Robert J. Bohn and wife to Mabel Holman lot 8 of Palm Gardens and improvements; \$10 etc. (United States revenue stamps indicate transaction up to \$7000).
 Mabel Holman, widow, to Frank Williamson and wife, lot 8 of Palm Gardens and improvements; \$10, etc. (revenue stamp).

10-15-43 \$
10-26-45 age, use or location 25 per cent \$ 6250

Making the present Cash Valuation \$ 18750

OTHER IMPROVEMENTS

10/17/28 \$ 15000
 \$
 \$
 \$
 \$
 \$
 \$

Deduct for depreciation from age, use or location per cent \$
 Making the present Cash Value \$

REMARKS:

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

INSPECTOR

DESCRIPTION AND ESTIMATE of the Present Cash Value

Of the One story Asbestos shingle roofed Brick veneer building
Situatd on Lot No. 8 in Block No. Sub. Div. D. R. 33 No. 4822-24 Austin Drive Street
in the City of Galveston, owned by J. Bohn

Occupancy: Basement for
First Floor by Owner for Dwelling
Second Floor by for
Third Floor by for

DESCRIPTION

When built? Aug 1928 Last repaired or painted?
Is it on leased grounds? No When does lease expire?
What is used for lighting? Elec Is gasoline used?
Size of building? See Dia.

Plastered
Number of rooms Rough celled and papered 5 kitchenette & breakfast nook 1 small Bath room 1
Celled and painted

Number closets? 3 Porches? 1 Mantels and grates? none

Number of flues and construction thereof? 1 brick to ground

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

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

\$ \$

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

Making the present Cash Valuation \$

OTHER IMPROVEMENTS

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

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

Making the present Cash Value \$

REMARKS:

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

INSPECTOR

Galveston, Texas, day of 192

ORDER NO.: HT075198

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CUSTOMER SERVICE DEPARTMENT

777 POST OAK BLVD.

SUITE 100

HOUSTON, TX 77056

713-626-9220

86 YEARS CHAIN OF TITLE REPORT

RE: 4824 AUSTIN DR, GALVESTON, TX

REQUESTED BY: ALI PALACIOS

LEGAL DESCRIPTION:

Lot Eight (8) of Palm Gardens, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 417, Page 265, in the Office of the County Clerk of Galveston County, Texas, together with an Eight (8) foot sidewalk abandoned by the City of Galveston, by certified copy of Ordinance of record in Volume 611, Page 374, in the Office of the County Clerk of Galveston County, Texas.

INSTRUMENTS FILED:

Deed dated February 11, 1928, filed for record on February 11, 1928, by and between The Cedar Lawn Company, a corporation to B. Wittjen, recorded under Volume 417, Page 310 of the Deed Records of Galveston County, Texas.

Deed dated September 28, 1928, filed for record on October 18, 1928, by and between B. Wittjen to Robert J. Bohn and wife, Lydia M. Bohn, recorded under Volume 425, Page 352 of the Deed Records of Galveston County, Texas.

Deed dated October 11, 1943, filed for record on October 14, 1943, by and between Robert J. Bohn and wife, Lydia M. Bohn to Mabel Holman, recorded under Volume 671, Page 337 of the Deed Records of Galveston County, Texas.

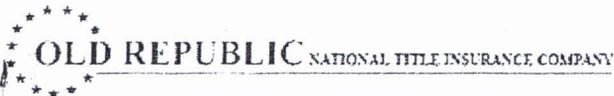
Deed dated May 4, 1945, filed for record on October 26, 1945, by and between Mabel Holman to Frank M. Williamson and wife, Mabel Holman Williamson, recorded under Volume 709, Page 48 of the Deed Records of Galveston County, Texas.

Warranty Deed dated December 6, 1985, filed for record on December 6, 1985, by and between Mabel E. Williamson to Edward H. Williamson, recorded under Galveston County Clerk's File No. 8549526.

General Warranty Deed dated May 30, 1991, filed for record on May 31, 1991, by and between Edward H. Williamson to Harry T. Crockett and wife, Judy W. Crockett, recorded under Galveston County Clerk's File No. 9118402.

General Warranty Deed With Vendor's Lien dated March 14, 2000, filed for record on March 15, 2000, by and between Harry T. Crockett and wife, Judy W. Crockett to Toby L. Smith and Darlene A. Smith, recorded under Galveston County Clerk's File No. 2000012169.

Warranty Deed With Vendor's Lien dated January 31, 2000, filed for record on February 1, 2008, by and between Toby L. Smith and wife, Darlene A. Smith to Billy R. Graff and wife, Dawn Graff, recorded under Galveston County Clerk's File No. 2008005775.



INVOICE 7504

Invoice Date: 7/1/2014
File Number: HT075198

To:

ALI PALACIOS
21019 BLUE TOPAZ
RICHMOND, TX 77406

From:

Old Republic National Title Insurance Company
777 Post Oak Blvd.
Suite 100
Houston, TX 77056

Buyer:
Seller:
Reference:
Property Address: 4824 AUSTIN DR GALVESTON TX 77551
Brief Legal: Lot 8 in PALM GARDENS, a subdivision in Galveston County, Texas.
Loan Amount: Sales Amount:

Description	Amount	Qty	Total
86 YEARS CHAIN OF TITLE REPORT	\$250.00	1	\$250.00

Subtotal	\$250.00
Tax @ 8.25 %	\$20.63
Non Taxable Amt.	\$0.00
Credits	\$0.00
Grand Total	\$270.63

Please Remit To:
Old Republic National Title Insurance Company
ATTN: Accounting
777 Post Oak Blvd.
Houston, TX 77056
713-626-9220

Thank you!

Warranty Deed With Third Party Lien dated August 6, 2010, filed for record on August 9, 2010, by and between Billy R. Graff and wife, Dawn Graff to Edward R Davidson and Veronica T. Davidson, recorded under Galveston County Clerk's File No. 2010039294.

SEARCH COMPLETED THROUGH: June 26, 2014

NOTICE: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED CONCERNING THIS INFORMATION. THIS INFORMATION IS SOLELY FOR THE USE OF THE PARTY REQUESTING IT AND NO ONE ELSE. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S LIABILITY FOR ERRORS AND/OR OMISSIONS IN THIS INFORMATION SHALL BE LIMITED TO THE AMOUNT PAID FOR THIS REPORT. BY ACCEPTING THIS FORM, THE PARTY REQUESTING THE INFORMATION AGREES THAT THE DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATION CONTAINED IN THIS PARAGRAPH IS A PART OF ITS CONTRACT WITH OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND SHALL COVER ALL ACTIONS WHETHER ARISING HEREUNDER BY STATUTE, IN CONTRACT, OR IN TORT.

PREPARED BY:


JESSE ARRIAZOLA

To the State of Texas }
County of Galveston } Know all men by these presents:

That the Cedar Grove Co., a corporation, has and lawfully adopted and declares this to be the Cedar Grove Co. Map or Plan subdividing Blocks Nos. 32, 33, 40, 41, 56, 57, 64 and 65 of Blaine Property in the City and County of Galveston, Texas including the streets, avenues and alleys conveyed to it by the City of Galveston by deed of record in Book 4177 Page 265 of the Public Records of Galveston County, Texas and subject to the rights therein granted to said City and property to be hereinafter known as "Palm Gardens" and has and does hereby dedicate and donate to the public use the streets or drives shown hereon.

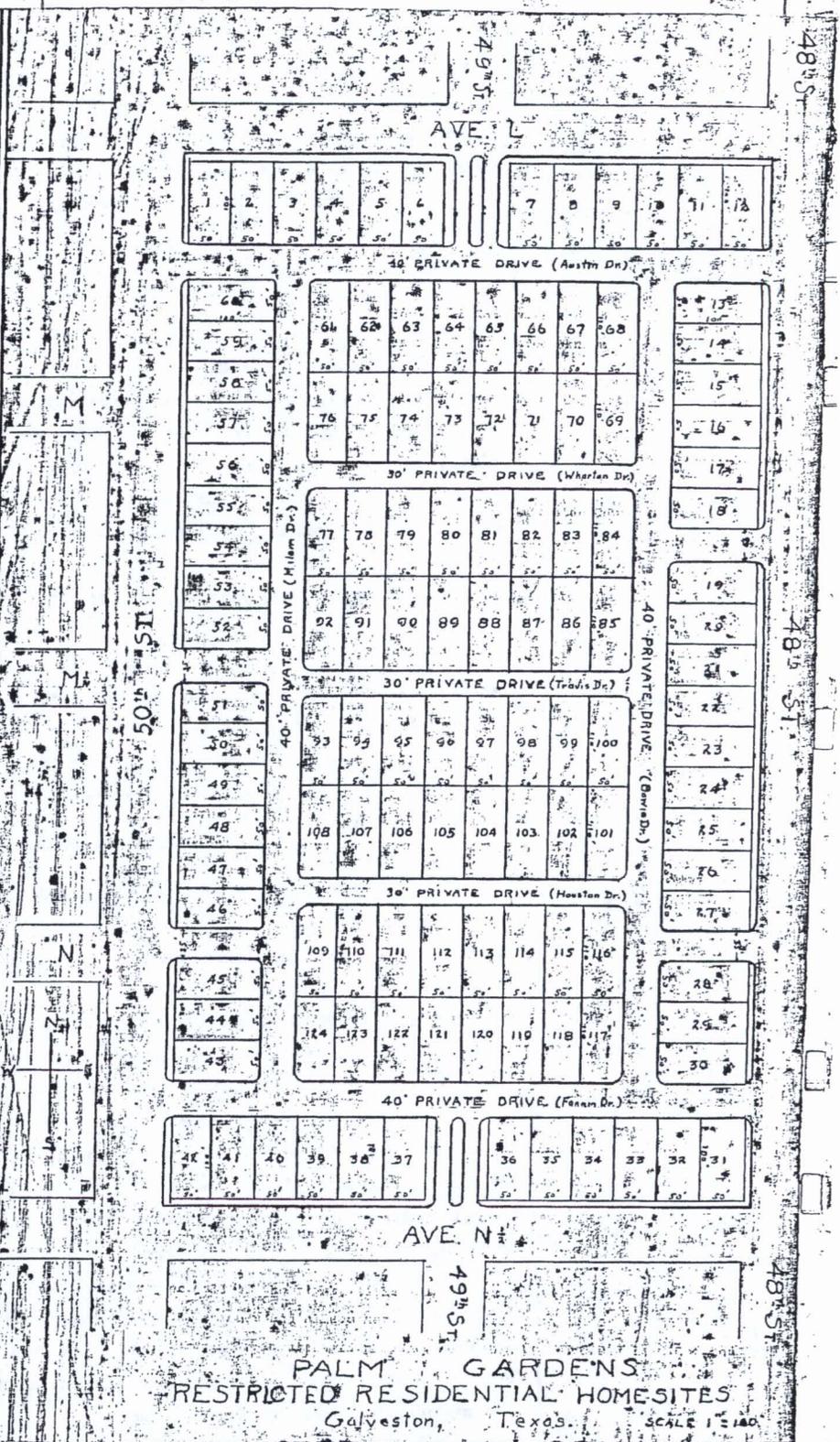
In testimony whereof the Cedar Grove Co. has caused these presents to be signed by its officers and has caused its common seal to be hereunto affixed. Witness my hand and seal this thirtieth day of January A.D. 1928.

The Cedar Grove Company
By W. B. Woodruff
President
Chas. W. Thompson
Secretary

To the State of Texas }
County of Galveston }

I, the undersigned authority, a Notary Public in and for Galveston County, Texas, on this day personally appeared W. B. Woodruff and Chas. W. Thompson known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the respective capacities therein stated.

Given under my hand and seal of office this thirtieth day of January A.D. 1928.
A. B. Brown
Notary Public in and for Galveston County, Texas



PALM GARDENS
RESTRICTED RESIDENTIAL HOMESITES
Galveston, Texas. SCALE 1"=100'

Parents: George Leonard Bohn and Julia Emma Ernestine Oehring.

Widower of Lydia Mathilda Taylor.

The Galveston News, Monday, April 12, 1971.

ROBERT JOHN BOHN SR., 77, a life long Galvestonian, died Sunday morning after an apparent heart attack. Funeral services will be held at 9:45 a.m. Tuesday at the J. Levy & Bro. Funeral Home followed by a Mass at St. Patrick's Church, the Rev. Leo Wleczyk officiating. Burial will be in Grace Memorial Park Cemetery, Alta Loma. A Rosary will be recited at 7:30 p.m. Monday at the funeral Home. Bohn was born Sept. 8, 1893, in Galveston. He was a veteran of World War I and, at the time of his death, was commander of the Galveston American Legion Post. Bohn was a retired employee of the Model Laundry, where he was employed for 32 years and Kelso Marine. In recent years he had been a county grand jury bailiff. Bohn lived at 3218 Ave. Q-1/2. Survivors include a son, Robert J. Bohn, Jr. of Galveston; two brothers, G. A. Bohn, of Houston; and N. L. Bohn, of Belton; nine grandchildren and two great-grandchildren. Pallbearers will be Charles E. Blakeman, R. Jack Harris, Bernard E. Ott, Robert Jack Bohn, Paul Michael Bohn and David Patrick Bohn. Honorary pallbearers will be members of the American Legion Post and the St. Patrick's Men's Club. Friends may call at the funeral home after 10 a.m. Monday.

Buried, 4/13/1971, in Grace Memorial Cemetery and Chapel, Garden of Devotion, Alta Loma, Galveston Co., TX; Lot 51, Space 8.

Source: www.findagrave.com/Galveston County Daily News

Parents: Thomas S. Taylor and Agnes Schroeder.

Wife of Robert John "Bob" Bohn, Sr.

The Galveston News, Saturday, July 13, 1963.

MRS. ROBERT J. (LYDIA TAYLOR) BOHN, 63, resident of La Marque, died in St. Mary's Infirmary, at 4:10 a.m. Friday. She was born Nov. 11, 1899 in Galveston and was a resident here until 16 years ago when she moved to La Marque. She was a member of the Trinity Lutheran Church in La Marque, member and past president of Maco Stewart Auxiliary Post No. 29, past president of the Bay Area * & 40, and a member of the La Marque Home Demonstration Club. Mrs. Bohn is survived by her husband, Robert J. (Bob) Bohn Sr. of La Marque; a son, Robert J. Bohn Jr. of Galveston; eight grandchildren, nieces, nephews and other relatives. Funeral services will be held at 1 p.m. Saturday at J. Levy & Bro. Funeral Home, the Rev. Paul G. Wilson officiating. Interment will be in Grace Memorial Park in Alta Loma. Pallbearers will be R. J. Harris, J. D. Carney, C. E. Blakeman, T. L. McClelland, L. L. Boatright and T. E. Holt.

Buried, July 13, 1963, in Grace Memorial Cemetery, Garden of Devotion, Alta Loma, Galveston Co., TX; Lot 51, Space 7.

ORDINANCE NO. 20- ____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DECLARING A STATE OF DISASTER AND EMERGENCY IN THE CITY OF GALVESTON RELATED TO THE EMERGENCE OF THE CORONA VIRUS/COVID 19; CONFIRMING AND RATIFYING THE DECLARATION OF THE LOCAL STATE OF EMERGENCY SIGNED BY THE MAYOR; CONFIRMING AND RATIFYING THE ORDER ISSUED BY THE MAYOR FOR RELATED TO CLOSURE OF PUBLIC ENTERTAINMENT VENUES AND TO THE CLOSURE OF BARS AND RESTAURANTS IN THE CITY OF GALVESTON; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, City Council finds the Center for Disease Control has urged that preventive measures be taken to control the spreads of the disease through the implementation of control measures; and

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

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

WHEREAS, the Governor of the State of Texas has declared a state of disaster for the entire State of Texas;

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. In Accordance with Section 418.108 of the Texas Disaster Act of 1975, and Article II, Section 15 of The City Charter of Ordinances, the City Council finds and declares a state of disaster and emergency in the City of Galveston as a result of the impact of the emergence of the Coronavirus/Covid 19 in Galveston County.

SECTION 3. The following emergency Orders issued by the Mayor are hereby confirmed and ratified:

- a) Declaration of a Local State of Disaster Related to the Emergence of the Corona Virus/Covid-19 signed March 16, 2020'
- b) Order Closing Entertainment Venues Operating on Galveston Island signed March 18, 2020; and
- c) Order Closing Bars and Restaurants in the City of Galveston signed March 18, 2020;
- d) Such other orders as may be issued pursuant to the Mayors authority under the Emergency Management Act prior to March 24, 2020.

SECTION 4. The Mayor, as Director of Emergency Management, is hereby authorized to provide, or cause to be provided, all arrangements, provisions, and means necessary and proper to effect the coordination of relief and aid programs, and property restoration and rehabilitation programs, for the protection, preservation, and improvement of life and property within the City during the State of Emergency.

SECTION 5. This declaration of local disaster shall remain in effect until further Ordered by the City Council of the City of Galveston.

SECTION 6. This declaration of local disaster activates the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the declaration. All aspects of the City of Galveston Emergency Management Plan not already activated are hereby activated as provided in the plan.

SECTION 7. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 8. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 9. 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 10. 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, _____, 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 _____ day of _____, _____, as the same appears in records of this office.

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

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

**DECLARATION OF A
LOCAL STATE OF DISASTER
RELATED TO THE EMERGENCE OF
CORONA VIRUS/COVID-19**

WHEREAS, on March 13, 2020 Governor Greg Abbott declared a state of disaster in Texas due to the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus; and

WHEREAS, the Governor has noted that as of March 13, 2020, there are more than 30 confirmed cases of COVID-19 located in multiple Texas counties; and

WHEREAS, the Governor has further noted there are more than 50 Texans with pending tests for COVID-19 in Texas; and

WHEREAS, some schools, universities, and other governmental entities are beginning to alter their schedules, and some venues are beginning to temporarily close, as precautionary responses to the increasing presence of COVID-19 in Texas; and

WHEREAS, the Corona virus has emerged in Galveston County with one confirmed case and given the apparent ease of transmission, the City of Galveston is faced with an imminent threat to the public health which requires the imposition of control measures; and

WHEREAS, the Mayor of the City of Galveston has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect property,

NOW, THEREFORE, BE IT PROCLAIMED BY MAYOR, JAMES YARBROUGH, OF THE CITY OF GALVESTON, TEXAS:

1. That a local state of disaster is hereby declared for the City of Galveston pursuant to Chapter 418 of the Texas Government Code.
2. Pursuant to Chapter 418 of the Government Code, the local state of disaster shall continue for a period of not more than seven (7) days from the date of this declaration unless continued City Council of the City of Galveston.
3. Pursuant to Chapter 418 of the Government Code, this declaration of local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Chapter 418 of the Government Code, this declaration of a local state of disaster activates the emergency management plan.
5. This Declaration activates the recovery and rehabilitation aspects of all applicable local or inter-jurisdictional emergency management plans and authorizes the furnishing of aid and assistance as may be available from state or federal resources.

2:00 p.m. *dfw*

6. That this proclamation shall take effect at 3/16/20 on

ORDERED this the 16th day of March, 2020.

APPROVED AS TO FORM:

Donald S. Glywasky
DONALD S. GLYWASKY
CITY ATTORNEY

James D. Yarbrough
JAMES D. YARBROUGH
MAYOR, CITY OF GALVESTON



ATTEST:

Janelle Williams
JANELLE WILLIAMS
CITY SECRETARY



**ORDER CLOSING RESTAURANTS AND BARS
IN THE CITY OF GALVESTON
ISSUED BY
THE MAYOR OF THE CITY OF GALVESTON**

WHEREAS, the City of Galveston, Texas, has declared a state of emergency in accordance with Tex. Gov't Code Ch. 418 related to the Corona/Covid 19 virus; and

WHEREAS, information issued by the federal Center for Disease Control and the Texas Department of Health Services related to the Corona/Covid 19 virus have stressed undertaking steps to control of the virus; and,

WHEREAS, those entities have urged that the failure to take steps to diminish the spread of the virus will result in the overwhelming of the health care system in this area with a concomitant increase of mortality; and

WHEREAS, the Galveston County Health District has confirmed the presence of Corona virus in Galveston County caused by community spread, although the Health District refuses to identify the precise location within the County; and

WHEREAS, the present emphasis is the control of community spread of the virus by limiting the number of citizens who are present in a given area; and

WHEREAS, the presence of a high concentration of citizens in restaurants and bars open to the public presents an opportunity for community spread of the virus; and

WHEREAS, it appears the implementation of control measures to control the community spread of the virus by limiting the number of patrons in a bar or restaurant venue is in the best interest of this community; and

WHEREAS, the implementation of such control measure would not undermine the ability of the private and public sector to deliver essential goods and services to the general population; and

WHEREAS, it appears that the appropriate control measure to be taken in relation to bars and restaurants is to order their immediate closure for all but drive through window and take out purposes; operators of bars and restaurants are encouraged to promote take out menus from their premises.

NOW THEREFORE, I, MAYOR OF THE CITY OF GALVESTON, HEREBY FIND AND ORDER:

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

SECTION 2. That it shall be unlawful for the operator of a bar or restaurant to be open to the public upon entry of this Order for the purposes of dine in services. This shall not include the provision of take out, delivery or drive through window operations.

SECTION 3. This Order does not extend to restaurants located in hotels serving meals to guests staying at the hotel; such operations are encouraged to follow CDC guidelines related to social distancing.

SECTION 4. Any person who shall violate any provision of this ORDER shall be deemed guilty of a misdemeanor and upon conviction shall be fined in a penal sum as allowed by law.

SECTION 5. That, in accordance with the Texas Disaster Act, this declaration shall take effect as applied to bars immediately at 4:00 P.M. on 3-17-20 and shall terminate seven days from the entry of this Order or until further Order of the City.

SECTION 6. That, in accordance with the Texas Disaster Act, this declaration shall take effect as applied to restaurants at 5:00 am on March 18, 2020 and shall terminate seven days from the entry of this Order or until further Order of the City.

SO DECLARED AND ORDERED at 2:45 pm this the 17th day of March 2020 Claosi.

APPROVED AS TO FORM:



DONALD S. GLYWASKY
CITY ATTORNEY



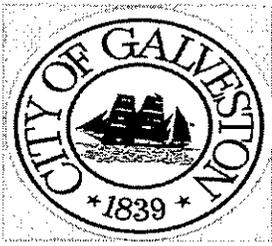
JAMES D. YARBROUGH
MAYOR, CITY OF GALVESTON

ATTEST:





JANELLE WILLIAMS
CITY SECRETARY



**ORDER CLOSING
ENTERTAINMENT VENUES
OPERATING ON GALVESTON ISLAND
ISSUED BY
THE MAYOR OF THE CITY OF GALVESTON**

WHEREAS, the City of Galveston, Texas, has declared a state of emergency in accordance with Tex. Gov't Code Ch. 418 related to the Corona/Covid 19 virus; and

WHEREAS, information issued by the federal Center for Disease Control and the Texas Department of Health Services related to the Corona/Covid 19 virus have stressed undertaking steps to control of the virus; and,

WHEREAS, those entities have urged that the failure to take steps to diminish the spread of the virus will result in the overwhelming of the health care system in this area with a concomitant increase of mortality; and

WHEREAS, the Galveston County Health District has confirmed the presence of Corona virus in Galveston County caused by community spread, although the Health District refuses to identify the precise location within the County; and

WHEREAS, the present emphasis is the control of community spread of the virus by limiting the number of citizens who are present in a given area;

WHEREAS, the leadership of the City has noted the presence of citizens attending venues whose main purpose is the delivery of entertainment to the public in a confined, defined area, including open air venues, including movie theaters, museums, and other tourist attractions located in the City; and

WHEREAS, the high concentration of citizens at entertainment venues presents an opportunity for the transmission of the virus through community spread; and

WHEREAS, the determination to implement control measures involves consideration of the balance between the social utility of the control measure implements versus the effect of the measure on the private and public sectors ability to deliver goods and services to the general population and preserve the public confidence; and

WHEREAS, it appears the implementation of control measures to control the community spread of the virus at entertainment venues open to the public is in the best interest of this community; and

WHEREAS, the implementation of such control measures at public entertainment venues would not undermine the ability of the private and public sector to deliver essential goods and services to the general population. ;

NOW THEREFORE, I, MAYOR OF THE CITY OF GALVESTON, HEREBY FIND AND ORDER:

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

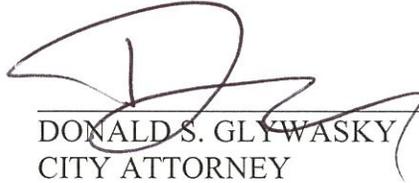
SECTION 2. That public entertainment venues located in the City of Galveston are ordered to be closed effective as of the signing of this order; it shall be unlawful for the operator of an entertainment venue to remain open to the public.

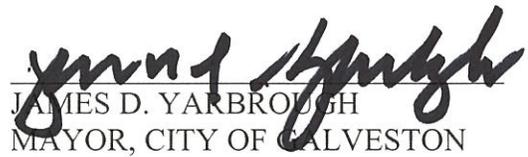
SECTION 3. Any person who shall violate any provision of this ORDER shall be deemed guilty of a misdemeanor and upon conviction shall be fined in a penal sum as allowed by law.

SECTION 4. That, in accordance with the Texas Disaster Act, this declaration shall take effect immediately at 4:00 p.M. on 3-17-20 and shall terminate seven days from the entry of this order or until further Order of the City.

SO DECLARED AND ORDERED at 2:45 pm on this the 17th day of March 2020.

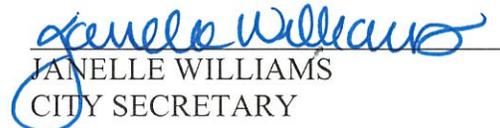
APPROVED AS TO FORM:


DONALD S. GLYWASKY
CITY ATTORNEY


JAMES D. YARBROUGH
MAYOR, CITY OF GALVESTON

ATTEST"




JANELLE WILLIAMS
CITY SECRETARY

ORDINANCE NO. 20-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE DESIGNATED HOURS FOR EARLY VOTING BY PROVIDING FOR EARLY VOTING ON SATURDAY APRIL 25, 2020; AND REPLACING AN EARLY VOTING BALLOT BOARD MEMBER, FOR THE ELECTION TO BE HELD IN THE CITY OF GALVESTON ON THE 2nd DAY OF MAY; MAKING OTHER PROVISIONS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the terms of office of the Mayor and six (6) Council Members of the City of Galveston, Texas expire upon the election and qualification of their successors; and

WHEREAS, on January 23, 2020 and pursuant to Article III of the Galveston City Charter and sections 3.005, 41.001(a), and 41.005 of the Texas Election Code, the Galveston City Council, adopted Ordinance No. 20-004 requiring an election to be held, ordered, and called for on Saturday, May 2, 2020, and that being a uniform election date under the Texas Election Code, in order to fill the seats of the Mayor and six (6) Council Members; and

WHEREAS, Galveston County has received a petition for an additional early voting period. The early voting period will now include Saturday, April 25, 2020; and,

WHEREAS, on January 23, 2020, the Galveston City Council appointed Douglas Godinich to the Early Voting Ballot Board. Mr. Godinich is now running in the City of Galveston General Election and therefore unable to keep this appointment; and,

WHEREAS, Kevin Moran, is qualified and able to be appointed to the Early Voting Ballot Board; and,

WHEREAS, Galveston County has received the final list of early voting polling locations and election day voting polling locations, as provided in Exhibit 1A, 1B, and 1C, respectively; and,

WHEREAS, the City Council deems it in the public interest to amend Ordinance No. 20-004 ordering and calling for a general election to be held on May 2, 2020, by providing for additional early voting day period and final early and election day voting polling locations and amending the appointment of the Early Voting Ballot Board member, as provided below.

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

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

SECTION 2. That Ordinance No. 20-004 ordering the General Election is hereby amended to provide for additional period of early voting and final early voting polling locations

and final election day voting polling locations, attached hereto for all intents and purposes, as **Exhibit 1A, 1B and 1C**, respectively.

SECTION 3. That Ordinance No. 20-004 appointing Douglas Godinich to the Early Voting Ballot Board is amended to remove Douglas Godinich and to appoint Kevin Moran to the Early Voting Ballot Board.

SECTION 4. Early voting by personal appearance shall begin on Monday, April 20, 2020, and end on Tuesday, April 28, 2020, and shall be conducted during the following hours:

<i>Day</i>	<i>Date</i>	<i>Hours of Operation</i>
Monday	April 20, 2020	8:00 a.m. until 5:00 p.m.
Tuesday	April 21, 2020	8:00 a.m. until 5:00 p.m.
Wednesday	April 22, 2020	8:00 a.m. until 5:00 p.m.
Thursday	April 23, 2020	8:00 a.m. until 5:00 p.m.
Friday	April 24, 2020	8:00 a.m. until 5:00 p.m.
Saturday	April 25, 2020	8:00 a.m. until 6:00 p.m.
Monday	April 27, 2020	7:00 a.m. until 7:00 p.m.
Tuesday	April 28, 2020	7:00 a.m. until 7:00 p.m.

There will be no early voting by personal appearance on **Saturday, April 25, 2020** and Sunday, April 26, 2020.

(d) The City Council hereby appoints **Douglas Godinich Kevin Moran** to the Early Voting Ballot Board.

SECTION 5. The City Council reserves the right to amend or modify this Ordinance, including, but not limited to, the Early Voting and Election Day polling locations.

SECTION 6. In the event any provision of the Election Services Agreement with the County conflicts with any provision of this Ordinance, the provisions of this Ordinance shall control with respect to the City election.

SECTION 7. 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, because the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

SECTION 8. It is hereby officially found and determined that notice of the meeting at which this Ordinance is adopted was given as required by Chapter 551 of the Texas Government Code (the “Texas Open Meetings Act”) and that such meeting has been open to the public at all times when this Ordinance was discussed and acted on.

SECTION 9. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 10. 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; and that this Ordinance may be read and published by descriptive caption only.

SECTION 11. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on the March 24, 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 March, 2020.

City Secretary for the City Council
of the City of Galveston, Texas

EXHIBIT 1A
Final

EARLY VOTING DATES -WEEKDAY

<i>Day</i>	<i>Date</i>	<i>Hours of Operation</i>
Monday	April 20, 2020	8:00 a.m. until 5:00 p.m.
Tuesday	April 21, 2020	8:00 a.m. until 5:00 p.m.
Wednesday	April 22, 2020	8:00 a.m. until 5:00 p.m.
Thursday	April 23, 2020	8:00 a.m. until 5:00 p.m.
Friday	April 24, 2020	8:00 a.m. until 5:00 p.m.
Monday	April 27, 2020	7:00 a.m. until 7:00 p.m.
Tuesday	April 28, 2020	7:00 a.m. until 7:00 p.m.

MAIN EARLY VOTING POLLING PLACE

Galveston County Justice Center
600 – 59th Street
2nd Floor Conference Room
Galveston, Texas

Galveston County Courthouse
722 Moody St.
Galveston, Texas 77550

Moody Methodist Church
2803 53rd St
Galveston, TX 77551

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

Hitchcock City hall
7423 Highway 6
Hitchcock, Texas 77563

Carver Park Community Center
6415 Park Ave.
Texas City, TX 77590

Nessler Center
2010 5th Ave. North
Texas City, TX 77590

Santa Fe City Hall
12002 Highway 6
Santa Fe, TX 77510

Joe Faggard Community Ctr.
1750 Highway 87
Crystal Beach, Tx 77560

Bacliff VFD
600 Grand Avenue
Bacliff, Tx. 77518

MUD 12 Building
2929 Highway 6, Suite 300
Bayou Vista, Tx 77563

Dickinson Community Ctr.
2714 Highway 3
Dickinson, Tx 77539

Clear Lake Shores City Hall
1006 South Shore Dr.
Clear Lake Shores, Tx 77565

Kemah Community Center
800 Harris
Kemah, Tx 77565

Old Friendswood Jr. High
402 Laurel
Friendswood, Tx 77546

San Leon VFD
337 12th Street
San Leon, TX 77539

McAdams Jr. High
11415 Hughes Rd.
Dickinson, TX 77539

Scott Building
4116 Avenue N ½
Galveston, TX 77550

COM Conference Ctr.
1200 Amburn Rd.
Texas City, Tx 77591

GISD Administration Building
3904 Avenue T.
Galveston, Tx. 77550

College of Mainland, North County
150 Park Court
League City, Tx 77573

La Marque Community Room
1109 – B Bayou
La Marque, Tx. 77568

EXHIBIT 1B
Final

SATURDAY APRIL 25, 2020

EARLY VOTING POLLING PLACE

Galveston County Justice Center
600 – 59th Street
2nd Floor Conference Room
Galveston, Texas

<i>Day</i>	<i>Date</i>	<i>Hours of Operation</i>
Saturday	April 25, 2020	8:00 a.m. until 6:00 p.m.

EXHIBIT 1C
Final

ELECTION DAY VOTING LOCATIONS
Saturday, May 2, 2020
7:00 a.m. to 7:00 p.m.

Galveston County Courthouse
722 Moody St.
Galveston, Texas 77550

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

Carver Park Community Center
6415 Park Ave.
Texas City, TX 77590

Santa Fe City Hall
12002 Highway 6
Santa Fe, TX 77510

Bacliff VFD
600 Grand Avenue
Bacliff, Tx. 77518

La Marque Community Room
1109-B Bayou
La Marque, Tx 77568

Kemah Fire Station
800 Harris
Kemah, Tx 77565

GISD Admin Building
3904 Ave. T
Galveston, Tx 77551

Scott Building
4116 Avenue N 1/2
Galveston, Tx 77550

Moody Methodist Church
2803 53rd St
Galveston, TX 77551

Hitchcock ISD Admin Building
7801 Neville, Building B
Hitchcock, Texas 77563

Nessler Center
2010 5th Ave. North
Texas City, TX 77591

Joe Faggard Building
1750 Hwy 87
Crystal Beach, Tx 77650

MUD 12 Building
2929 Hwy 6
Bayou Vista, Tx 77563

Clear Lake Shores Club House
931 Cedar
Clear Lake Shores, Tx 77565

COM Main
1200 Amburn, Conference Ctr.
Texas City, Tx 77591

Texas A &M University-Galveston
200 Seawolf Parkway, Bldg. 3205
Suite 102
Galveston, Tx 77550
Dickinson City Hall
4403 Highway 3
Dickinson, Tx 77539

San Leon VFD
337 12th Street
San Leon, Tx 77539

COM North
150 Parker Ct.
League City, Tx 77573

Old Friendswood Jr. High
402 Laurel (FISD Admin. Building)
Friendswood, Tx 77546

March 24, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council
From: Michael W. Loftin, Assistant City Manager for Finance

RE: Consider an ordinance amending the FY 2020 Operating Budget to transfer funds reserved for all General Fund departments for health insurance, and pay increases to specific departments' budgets.

I. Background

- A. The FY 2020 Adopted Budget set aside funds in pooled accounts to account for the increase in health benefits costs and corresponding contributions by the City to the Health and Life Insurance Fund at \$185 per city employee per month. In the General Fund, the budgeted health insurance funding pool included \$1,240,000.
- B. The Adopted FY 2020 General Fund Budget also included pooled funds for police pay (\$285,000 for raises effective January 1, 2020), fire pay (\$567,000 for adjustments effective October 1, 2019) and non-civil service personnel pay (\$275,000 for two per cent COLAs effective October 1, 2019).
- C. This pooled approach has been used for the last several years with pay increase funding transferred to operating departments' budgets late in the fiscal year if underruns in non-personnel accounts were insufficient to cover the added cost of increases.

II. Issues

- A. The relatively large increase in health insurance funding of \$185 per employee per month when combined with the pay increase funding pool will likely result in more overruns for operating departments than in prior years.
- B. Projecting overruns in the Budget Status reports and elsewhere will simply be inaccurate and should be addressed before it begins to appear as though significant numbers of operating departments are underfunded in FY 2020.
- C. Enterprise and Internal Service Funds are not included in this adjustment because they are less likely to experience the same issues as General Fund.

IV. Alternatives

- A. City Council approves the proposed budget amendment that allocates sufficient funds for pay and health insurance now.
- B. City Council modifies the personnel budgets of operating departments later in the fiscal year, although it is clear that they are needed now.

V. Recommendation

Concur in Alternative A.

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE TOTAL OPERATING BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2020, BY ADJUSTING VARIOUS BUDGET ACCOUNTS IN THE AMOUNT OF TWO MILLION THREE HUNDRED FIFTY THREE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$2,353,678) TO ADJUST AND PROPERLY RECORD FOR DISBURSEMENT OF APPROVED COLA/TARGET INCREASES, POLICE PAY RESERVE, FIRE PAY RESERVE, GROUP HEALTH RESERVE AND ADJUSTMENTS TO CAPITAL OUTLAY/RESERVE ACCOUNTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 12, 2019, the Galveston City Council adopted Ordinance No. 19-047 authorizing an operating budget for Fiscal Year 2020; and

WHEREAS, pursuant to “The City Charter,” the City Council has the power to transfer any unencumbered appropriation balance or portion thereof from one office, department, or agency to another during the fiscal year; and

WHEREAS, since the adoption of the Fiscal Year 2020 budget, there has arisen a need to amend the Fiscal Year 2020 Operating Budget for the adjustment to various budget accounts to properly record settlement expenses; and

WHEREAS, the City Council finds it in the public interest to amend the total Fiscal Year 2020 Operating Budget by adjusting various budget accounts as outlined in **Attachments A, B, C and D**.

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 City Council hereby authorizes an amendment in the amount of two million three hundred fifty three thousand six hundred seventy-eight dollars (\$2,353,678) to the total Operating Budget for Fiscal Year 2020 as outlined in **Attachments A, B, C and D**; incorporated herein for all intents and purposes.

- a. COLA/Target increases disbursed to applicable organizations and line items.
- b. Police Pay Reserve disbursed to applicable organizations and line items.
- c. Fire Pay Reserve disbursed to applicable organizations and line items.
- d. Group Health Insurance Reserve disbursed to applicable organizations and line items.
- e. Capital Outlay decrease in the amount of \$160,000 in the Recovery and Settlement Fund based on final available funding in FY2019.

- f. Capital Reserve increase in the amount of \$160,000 in the Technology Improvement Fund based on available funding in FY2019.

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

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

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

SECTION 6. This Ordinance shall be and become effective 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 a Regular Meeting held on the 26th day of March 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 March 2020.

Secretary for the City Council
of the City of Galveston

**ATTACHMENT A
Budget Amendment #1
FY2020**

FY20 Budget Compliance	
OPERATING BUDGET SUMMARY	
FROM:	
GENERAL FUND	
Governmental Expenditures	
COLA/Target Increases	\$285,000
Governmental Expenditures	
Police Pay Reserve	\$567,000
Governmental Expenditures	
Fire Pay Reserve	\$275,000
Governmental Expenditures	
Group Health Insurance Reserve	\$1,066,678
Operating Budget Subtotal	\$2,193,678
SPECIAL REVENUE FUNDS	
Recovery and Settlement Fund	
Capital Outlay-Improvements	\$160,000
Special Revenue Transfer Subtotal	\$160,000
GRAND TOTAL TRANSFERS	\$2,353,678

FY20 Budget Compliance	
OPERATING BUDGET SUMMARY	
TO:	
GENERAL FUND	
Police	
Personnel Services	\$1,048,590
Fire	
Personnel Services	\$571,879
Emergency Management	
Personnel Services	\$3,033
City Marshal	
Personnel Services	\$25,292
Streets	
Personnel Services	\$114,321
Traffic	
Personnel Services	\$50,886
Parks Recreation & Administration	
Personnel Services	\$24,906
Parks and Parkways	
Personnel Services	\$93,218
Planning	
Personnel Services	\$38,007
Building Inspection	
Personnel Services	\$28,726
City Secretary	
Personnel Services	\$14,198
Municipal Court	
Personnel Services	\$43,903
City Manager	
Personnel Services	\$23,237
City Auditor	
Personnel Services	\$8,625
Legal	
Personnel Services	\$28,574
Human Resources	
Personnel Services	\$14,924
Finance Administration	
Personnel Services	\$5,491
Accounting	
Personnel Services	\$38,144
Purchasing	
Personnel Services	\$6,839
Budget	
Personnel Services	\$10,885
Operating Budget Subtotal	\$2,193,678
SPECIAL REVENUE FUNDS	
Technology Improvement Fund	
Capital Reserve	\$160,000
Special Revenue Transfer Subtotal	\$160,000
GRAND TOTAL TRANSFERS	\$2,353,678

**ATTACHMENT B
Budget Amendment #1
FY2020**

**Charter Budget Growth Limit Compliance Page
Comparative Summary of Expenditures
Total Operating Expenditure Budget
(Modified Accrual)**

Funding Source	Amended Budget 2019	Adopted Budget 2020	Budget Amendment #1	Amended Budget 2020
Police	\$20,100,372	\$20,990,148	\$1,048,590	\$22,038,738
Fire	11,486,269	11,583,074	571,879	12,154,953
Emergency Management	225,732	138,308	3,033	141,341
Emergency Medical Service	566,200	615,200	0	615,200
City Marshal	69,249	819,018	25,292	844,310
Streets	1,492,738	1,831,185	114,321	1,945,506
Traffic	2,030,739	2,068,600	50,886	2,119,486
Parks Recreation & Administration	970,971	1,025,333	24,906	1,050,239
Parks and Parkways	1,958,167	1,835,618	93,218	1,928,836
Planning	914,134	1,090,225	38,007	1,128,232
Code Enforcement	752,143	0	0	0
Building Inspection	611,935	696,738	28,726	725,464
City Secretary	525,270	544,646	14,198	558,844
Elections	67,000	58,500	0	58,500
Municipal Court	636,371	728,353	43,903	772,256
City Manager	679,997	696,989	23,237	720,226
City Auditor	269,351	278,551	8,625	287,176
Legal	889,227	833,109	28,574	861,683
Human Resources	562,875	560,117	14,924	575,041
Transportation	942,000	800,000	0	800,000
Finance Administration	315,219	295,784	5,491	301,275
Accounting	793,352	809,506	38,144	847,650
Purchasing	243,907	206,150	6,839	212,989
Budget	296,874	309,330	10,885	320,215
Taxation	270,000	271,723	0	271,723
Facility Maintenance	1,450,170	1,515,665	0	1,515,665
COLA/Target Increases	250,933	285,000	(285,000)	0
Police Pay Reserve	0	567,000	(567,000)	0
Fire Pay Reserve	0	275,000	(275,000)	0
Group Health Insurance Reserve	0	1,240,000	(1,066,678)	173,322
Contractual Services	278,850	316,534	0	316,534
Vehicle Purchases	750,000	1,000,000	0	1,000,000
Capital Purchases	226,043	100,000	0	100,000
Transfer to Separation Pay Fund	832,160	416,160	0	416,160
Transfer to Infrastructure Fund	3,912,769	4,746,944	0	4,746,944
Transfer to Hurricane Harvey	17,728	15,940	0	15,940
Surplus Transfer Out	1,236,681	0	0	0
Transfer to Settlement & Capital Reserve Fund	4,891,319	0	0	0
Operating Transfer Out - Sandy Recovery Act	165,642	0	0	0
Prior Year Expenditures - Grants	32,615	0	0	0
Total General Fund	\$61,715,002	\$59,564,444	\$0	\$59,564,444
Special Revenue Funds:				
Rosenberg Library	\$2,886,978	\$3,052,400	\$0	\$3,052,400
Seawall Parking	1,006,283	1,628,598	0	1,628,598
Convention Center Surplus	3,784,728	4,361,564	0	4,361,564
HOT 1/8 Historical Buildings	1,215,476	1,492,304	0	1,492,304
City Council Projects & Initiatives Program	753,163	369,596	0	369,596
Infrastructure Fund	7,674,620	8,743,209	0	8,743,209
Separation Pay Fund	914,360	474,360	0	474,360
Public Access Channel Fund	1,041,238	1,182,073	0	1,182,073
Parking Management Fund	1,252,553	1,080,745	0	1,080,745
Lasker Pool Fund	716,216	697,728	0	697,728
Pension Reform Fund	798,430	881,184	0	881,184
Revenue Producing Parks	241,330	276,905	0	276,905
Asset Forfeiture Fund	135,037	241,276	0	241,276
Police Special Revenue Fund	118,743	86,537	0	86,537
Police Quartermaster Fund	91,010	98,730	0	98,730
Alarm Permit Fund	118,746	138,123	0	138,123
Fire Special Revenue Fund	45,046	166,378	0	166,378
Municipal Court Building Security Fund	49,410	49,040	0	49,040
Municipal Court Technology Fund	137,709	114,195	0	114,195
Municipal Court Truancy Diversion Fund	179,610	199,756	0	199,756
Recovery and Capital Reserve Fund	11,194,979	1,200,000	(160,000)	1,040,000
Technology Improvement Fund	1,736,438	1,102,386	160,000	1,262,386
Total	\$36,092,103	\$27,637,086	\$0	\$27,637,087

**ATTACHMENT B
Budget Amendment #1
FY2020**

Debt Service Fund	\$5,192,812	\$5,543,606	\$0	\$5,543,606
Enterprise Funds:				
Waterworks	\$22,992,579	\$22,396,017	\$0	\$22,396,017
Sewer	16,688,984	15,821,204	0	15,821,204
Drainage Utility	3,737,790	2,934,661	0	2,934,661
Sanitation	7,411,185	6,957,148	0	6,957,148
Airport	1,707,109	1,100,183	0	1,100,183
Total	\$52,537,647	\$49,209,213	\$0	\$49,209,212
Operating Transfer Out	(\$11,056,299)	(\$5,262,544)	\$0	(\$5,179,044)
Grand Total	\$144,481,264	\$136,691,805	\$0	\$136,775,306

Amount of growth under 7% cap (\$7,705,958)
Fund Balance - Budgeted but Unappropriated

*Percent increase in the City's operating budget -5.33%

Not subject to the 7% budget cap				
	Amended Budget 2019	Adopted Budget 2020	Budget Amendment #1	Amended Budget 2020
Internal Service Fund				
Central Services	\$3,979,705	\$4,455,541	\$0	\$4,455,541
Casualty & Liability Insurance	\$7,430,266	2,074,801	0	2,074,801
Workers' Compensation Insurance	\$425,619	461,000	0	461,000
Health and Life Insurance	\$9,060,000	11,994,525	0	11,994,525
Central Garage	\$5,373,842	4,785,227	0	4,785,227
Capital Projects	\$0	0	0	0
Total	\$26,269,432	\$23,771,094	\$0	\$23,771,094
Operating Transfer Out	(\$2,386,800)	\$0	\$0	\$0
Total Internal Service Fund	\$23,882,632	\$23,771,094	\$0	\$23,771,094
Grant Funds				
Island Transit	\$4,423,785	\$4,187,872	\$0	\$4,187,872
Hurricane Harvey	1,580,952	339,014	0	\$339,014
Total	\$6,004,737	\$4,526,886	\$0	\$4,526,886

**GROUP HEALTH RESERVE DISBURSEMENT
ATTACHMENT "D"**

'Account'	'Organization'	'Program'	'Description'	'Fund'	Personnel	Current	Estimated	Increase
511510	114300	411000	2020 Adopted Budget	0100	4	26,880	34,752	7,872
511510	124304	412000	2020 Adopted Budget	0100	11	60,480	95,568	35,088
511510	132310	413000	2020 Adopted Budget	0100	3	20,160	26,064	5,904
511510	140141	414000	2020 Adopted Budget	0100	2	13,440	17,376	3,936
511510	151330	415000	2020 Adopted Budget	0100	1	6,720	8,688	1,968
511510	151331	415000	2020 Adopted Budget	0100	10	60,480	86,880	26,400
511510	151332	415000	2020 Adopted Budget	0100	2	13,440	17,376	3,936
511510	151334	415000	2020 Adopted Budget	0100	3	20,160	26,064	5,904
511510	161350	415300	2020 Adopted Budget	0100	7	47,040	60,816	13,776
511510	163360	415500	2020 Adopted Budget	0100	5,299	39,641	46,038	6,397
511510	211410	421000	2020 Adopted Budget	0100	5	33,600	43,440	9,840
511510	211411	421000	2020 Adopted Budget	0100	30	194,880	260,640	65,760
511510	211412	421000	2020 Adopted Budget	0100	6	40,320	52,128	11,808
511510	211413	421000	2020 Adopted Budget	0100	120	806,400	1,042,560	236,160
511510	211414	421000	2020 Adopted Budget	0100	2	13,440	17,376	3,936
511510	211415	421000	2020 Adopted Budget	0100	16	100,800	139,008	38,208
511510	211416	421000	2020 Adopted Budget	0100	0	71,520	0	0
511510	211419	421000	2020 Adopted Budget	0100	24	161,280	208,512	47,232
511510	221440	422000	2020 Adopted Budget	0100	5	26,880	43,440	16,560
511510	221441	422000	2020 Adopted Budget	0100	115	739,200	999,120	259,920
511510	221442	422000	2020 Adopted Budget	0100	4	26,880	34,752	7,872
511510	231450	429100	2020 Adopted Budget	0100	1	6,720	8,688	1,968
511510	261000	423800	2020 Adopted Budget	0100	7.85	52,752	68,201	15,449
511510	311501	431210	2020 Adopted Budget	0100	42.125	283,080	365,982	82,902
511510	311601	432000	2020 Adopted Budget	0100	18.125	121,800	157,470	35,670
511510	511470	451100	2020 Adopted Budget	0100	7.6	51,072	66,029	14,957
511510	511471	451100	2020 Adopted Budget	0100	35	235,200	304,080	68,880
511510	631482	433100	2020 Adopted Budget	0100	9	60,480	78,192	17,712
511510	640370	433100	2020 Adopted Budget	0100	10.5	70,560	91,224	20,664
Total						3,405,305	4,400,463	1,066,678

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 4, "ALCOHOLIC BEVERAGES", TO AMEND PROHIBITION CONSUMPTION AREAS IN REGARD TO "STEWART BEACH"; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Galveston adopted Ordinance No. 19-078, amending Chapter 4, "Alcoholic Beverages", of "The Code of The City of Galveston 1982, as amended; and,

WHEREAS, the section entitled "Prohibition Consumption Areas" was amended to remove the area of "Stewart Beach" as a prohibited area for the consumption of alcohol; and,

WHEREAS, Chapter 4 has undergone further review and it is recommended to add the area of "Stewart Beach" as an area requiring the prohibition of consumption of alcohol; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 4, "Alcoholic Beverages", of "The Code of The City of Galveston 1982, as amended," as provided below.

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

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

SECTION 2. Chapter 4, "Alcoholic Beverages", **Section 4-5**. - "Prohibited Consumption Areas", is amended to provide as follows:

Sec. 4-5. - Prohibited consumption areas.

(d) It shall be unlawful for any person to consume an alcoholic beverage upon the area commonly known as "Stewart Beach," as described by and under the control of the Park Board of Trustees more particularly described as that:

Stewart Beach. A recreational and amusement park known and designated as "Stewart Beach", located in the city on East Beach and, bounded on the north by the county Seawall right of way, on the south by the line of ordinary high tide of the Gulf of Mexico, on the east by the eastern boundary of the Michael Menard Grant and an extension thereof southerly into the waters of the Gulf of Mexico, and on the west by the fence on the eastern boundary of the children's playground established by Galveston County on Block No. 66 (being that

~~property conveyed to the City of Galveston by the Galveston City Company by general warranty deed dated July 31, 1940).~~

- (e) The Park Board with City Manager approval, may authorize with conditions the consumption of alcoholic beverages for designated special events.
- (f) Nothing herein shall be construed to be applicable to any area or premise duly permitted and licensed by the State of Texas pursuant to the Texas Alcoholic Beverage Code.

~~Sec. 4.11 - 4.24. Reserved.~~

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

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on March 24, 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 20-_____

AN ORDINANCE OF THE CITY OF GALVESTON TEXAS AMENDING THE CITY CODE OF THE CITY OF GALVESTON 1982, AS AMENDED CHAPTER 34 “TRAFFIC”, ARTICLE III, “VEHICLE OPERATION” SECTION 34-59; ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UTILIZING FM 3005 WITHIN THE CITY OF GALVESTON PURSUANT TO THE PROVISIONS OF TEXAS TRANSPORTATION CODE § 545.356, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF GALVESTON AS SET OUT IN THIS ORDINANCE; AMENDING CITY CODE; PROVIDING FOR FINDINGS OF FACT RELATED THERETO; PROVIDING A PENALTY OF A FINE FOR THE VIOLATION OF THIS ORDINANCE IN AN AMOUNT NOT TO EXCEED THAT ALLOWED BY STATE LAW, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation is the designated agency within the State given authority to set speed limits on state roads and highways in Texas; and,

WHEREAS, FM 3005 is a state road or highway under the primary jurisdiction of the Texas Department of Transportation, hereinafter referred to as “TxDOT”; and,

WHEREAS, pursuant to Texas Transportation Code 545.352 speed limits on various state roads and highways have been imposed at a level that is reasonable and prudent, and is referred to as the “presumptive speed limit”; and,

WHEREAS, a municipality in Texas is given authority to alter the presumptive speed limit pursuant to Texas Transportation Code § 545.356; and,

WHEREAS, Texas Transportation Code § 545.356 provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

WHEREAS, an engineering and traffic investigation study has been conducted by TxDOT pursuant to Texas Transportation Code 545.356 and the results presented to the City of Galveston; and,

WHEREAS, the City Council of the City of Galveston finds it to be in the best interests of the citizens of the City of Galveston to avail itself of the results of that study by adopting the recommendations set forth herein.

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

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

SECTION 2. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Texas Transportation Code § 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along FM 3005 from the intersection of the Spur 342 (61st Street) to the intersection of 7 Mile Rd. a distance of approximately 3.253 mile, the speed limit shall be 40 miles per hour.

Along FM 3005 from the intersection of 7 Mile Rd. to Sunbather Ln. a distance of approximately 2.049 mile, the speed limit shall be 50 miles per hour.

Along FM 3005 from the intersection of Sunbather Ln. to the intersection of 11 Mile Rd. a distance approximately 1.957 mile, the speed limit shall be 55 miles per hour.

Along FM 3005 from the intersection of 11 Mile Rd. to a point approximately 3749 feet west of the intersection of Park Rd. a distance of approximately 2.741 mile, the speed limit shall be 50 miles per hour.

Along FM 3005 from a point approximately 3749 feet west of the intersection of Park Rd. to the east city limit of the City of Jamaica Beach, a distance of approximately 0.491 mile, the speed limit shall be 45 miles per hour.

Along FM 3005 from the west city limit of the City of Jamaica Beach to a point approximately 370 feet west of the intersection of 16 Mile Rd. a distance of approximately 0.415 miles, the speed limit shall be 40 mile per hour.

Along FM 3005 from a point approximately 370 feet west of the intersection of 16 Mile Rd. to a point approximately 1320 feet west of the intersection of Bay Water Dr/Jetty Dr., a distance of approximately 9.284 mile, the speed limit shall be 50 mile per hour.

Along FM 3005 from a point approximately 1320 feet west of the intersection of Bay Water Dr/Jetty Dr. to the west city limit of the City of Galveston, a distance of approximately 0.409 mile, the speed limit shall be 45 miles per hour.

SECTION 3. In conformity with the adoption of the speed zones set forth in the preceding Section 2, the City Code of the City of Galveston 1982, as amended, Chapter 34, “Traffic”, Article III. “Vehicle Operation”, Section 34-59 is amended to provide and read as follows:

Sec. 34-59. - Decrease of state law maximum speed.

It is hereby determined upon the basis of an engineering and traffic investigation that the speed permitted by state law outside of business and residence districts as applicable upon the following streets, is greater than is reasonable or safe under the conditions found to exist upon such streets, and the maximum speed shall be as set forth below:

(b) *limit 45 miles per hour:*

- (1) Harborside Drive from I.H. Frontage Road to five hundred seventy (570) feet west of 33rd Street.
- (2) Seawolf Parkway from Bradner to Seawolf Park.
- (3) Bradner Street.
- (4) Seawall Boulevard from Ferry Road easterly.
- (5) Stewart Road from 85th Street to the westerly city limits.
- ~~(6) Reserved.~~
- (7) 7½ Mile Road from Stewart Road to Termini Road (F.M. 3005).
- (8) 8 Mile Road (Anderson Ways) from a point twenty-five-hundredths (0.25) mile south of Sportsman Road to Termini Road (F.M. 3005).
- (9) 9 Mile Road from Homrighaus Road to Stewart Road.
- (10) 10 Mile Road (Auzston Road) from Homrighaus Road to Stewart Road.
- (11) 13 Mile Road from Stewart Road to a point twenty-five hundredths (0.25) mile north of Termini Road (F.M. 3005).
- ~~(12) FM 3005 from Spur 342 (61st Street) to a point approximately seven hundred thirty-nine (739) feet west of 7 Mile Road, a distance of approximately 3.390 miles.~~
- (13) FM 3005 from a point approximately ~~four thousand one hundred seventy-one (4,171) feet west of~~ three thousand seven hundred forty nine feet west of the intersection of Park Road to the east city limits of Jamaica Beach, a distance of approximately 0.400 0.491 miles.
- (14) FM 3005 from a point approximately 1320 feet west of the intersection of Bay Water/Jetty Drive to the west city limit of the City of Galveston, a distance of approximately 0.409 miles.
- (15) Ferry Road to the U.S. Marine Corps Training Center, a distance of 0.884 miles.

~~(16) — Reserved.~~

~~(17) — Reserved.~~

~~(18) — Reserved.~~

(c) *Speed limit 50 miles per hour:*

(1) IH 45 Main Lane from centerline of 59th Street to the centerline of 67th Street a distance of 0.771 miles.

(2) ~~Reserved.~~

~~(3) — FM 3005 from a point approximately seven hundred thirty-nine (739) feet west of 7 Mile Road to a point approximately one thousand two hundred sixty-seven (1,267) feet west of Sunbather Lane, a distance of approximately 1.652 miles.~~

~~(4) FM 3005 from a point approximately three thousand one hundred sixty-eight (3,168) feet west of Pabst Road to a point approximately four thousand one hundred seventy-one (4,171) feet west of Park Road, a distance of approximately 3.069 miles.~~

~~(5) — FM 3005 from to a point approximately three hundred seventy (370) feet west of 16 Mile Road to a point approximately 1.320 mile west of Indian Beach Drive, a distance of approximately 0.960 mile.~~

~~(6) — FM 3005 from a point approximately five thousand sixty-nine (5,069) feet west of Sausalito Drive to the San Luis Pass Toll Bridge, a distance of approximately 0.300 miles.~~

~~(7) FM 3005 from the intersection of 7 Mile Road to the intersection of Sunbather Lane, a distance of approximately 2.049 miles.~~

~~(8) FM 3005 from the intersection of 11 Mile Road to a point approximately 3749 feet west of the intersection of Park Road to the east city limit of the City of Jamaica Beach a distance of approximately 2.741 miles.~~

~~(9) FM 3005 from a point approximately 370 feet west of the intersection of 16 Mile Road to a point approximately 1320 feet west of the intersection of Bay Water Drive/Jetty Drive a distance of approximately 9.284 miles.~~

(d) ***

(e) *Speed limit 55 miles per hour:*

(1) ~~FM 3005 from the intersection of Sunbather Lane to the intersection of 11 Mile Road, a distance of approximately 1.957 miles.~~

~~Reserved.~~

~~(2) FM 3005 from a point approximately one thousand two hundred sixty-seven (1,267) feet west of Sunbather Lane to a point approximately three thousand one~~

~~hundred sixty-eight (3,168) feet west of Pabst Road, a distance of approximately 1.980 miles.~~

~~(3) FM 3005 from a point approximately 1,320 mile west of Indian Beach Drive to a point approximately five thousand sixty-nine (5,069) feet west of Sausalito Drive, a distance of approximately 8.242 miles.~~

(f) ***

(h) *Speed limit 40 miles per hour:*

(1) Apffel Park Road from Lakeside Drive to the entrance to R.A. Apffel Park.

(2) FM 3005 from the Jamaica Beach west city limits to a point approximately three hundred seventy (370) feet west of 16 Mile Road, a distance of approximately ~~0.698~~ 0.415 miles.

~~(3) FM 3005 from Spur 342 (61st Street) to the intersection of 7 Mile Road, a distance of approximately 3.253 miles.~~

SECTION 4. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount as authorized by State law.

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 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 March 24, 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

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number (409) 797-3962 | www.galvestontx.gov

March 2020

Honorable Mayor and Members of
City Council - Galveston, Texas

**SUBJECT: REQUEST TO AMEND CITY CODE TO REFLECT THE TEXAS
DEPARTMENT OF TRANSPORTATION'S SPEED LIMIT CHANGES ON
FM 3005.**

I. **BACKGROUND:**

- A. **REQUEST:** The City of Galveston Traffic Division received correspondence from the Traffic Engineering Division of the Houston District of the Texas Department of Transportation, (TXDOT) concerning a speed warrant study on FM 3005. TXDOT is indicating that they have performed a speed zone warrant study of FM 3005 from Spur 342 (61st Street) to the San Luis Pass Bridge. According to TXDOT, the speed zone study indicates changes are warranted on the current speed limits on FM 3005.
- B. **EXISTING SPEED LIMIT:** From TXDOT's point of view, FM 3005 extends from 61st Street to the San Luis Pass Bridge. Part of FM 3005 is called Seawall Boulevard, (61st Street to 103rd Street). FM 3005 west of 103rd Street is sometimes called Termini Road. At the present time, the City Code stipulates the following speed limits on FM 3005/Seawall Blvd./Termini Road:
- Sec. 34-59 (b) Speed limit 45 miles per hour: (12) FM 3005 from Spur 342 (61st Street) to a point approximately 739 feet west of 7 Mile Road, a distance of approximately 3.390 miles.
 - Sec. 34-59 (c) Speed limit 50 miles per hour: (3) FM 3005 from a point approximately 739 feet west of 7 Mile Road to a point approximately 1267 feet west of Sunbather Lane, a distance of approximately 1.652 miles.
 - Sec. 34-59 (e) Speed limit 55 miles per hour: (2) FM 3005 from a point approximately 1,267 feet west of Sunbather Lane to a point approximately 3,168 feet west of Pabst Road, a distance of approximately 1.980 miles.
 - Sec. 34-59 (c) Speed limit 50 miles per hour (4) FM 3005 from a point approximately 3,168 feet west of Pabst Road to a point approximately 4,171 feet west of Park Road, a distance of approximately 3.069 miles.



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number (409) 797-3962 | www.galvestontx.gov

- Sec. 34-59 (b) Speed limit 45 miles per hour (13) FM 3005 from a point approximately 4,171 feet west of Park Road to the east city limits of Jamaica Beach, a distance of approximately 0.400 mile.
- Sec. 34-59 (h) Speed limit 40 miles per hour: (2) FM 3005 from the Jamaica Beach west city limits to a point approximately 370 feet west of 16 Mile Road, a distance of approximately 0.698 mile.
- Sec. 34-59 (c) Speed limit 50 miles per hour: (5) FM 3005 from to a point approximately 370 feet west of 16 Mile Road to a point approximately 1,320 feet west of Indian Beach Drive, a distance of approximately 0.960 mile.
- Sec. 34-59 (e) Speed limit 55 miles per hour: (3) FM 3005 from a point approximately 1,320 feet west of Indian Beach Drive to 5,069 feet west of Sausalito Drive, a distance of approximately 8.242 miles.
- Sec. 34-59 (c) Speed limit 50 miles per hour: (6) FM 3005 from a point approximately 5,069 feet west of Sausalito Drive to the San Luis Pass Bridge, a distance of approximately 0.300 miles.

C. TMUTCD SPEED WARRANT STUDY REQUIREMENTS: According to the Texas Manual on Uniform Traffic Control Devices, (TMUTCD), the following factors should be considered in determining speed limits:

- Road surface and shoulder condition, grade, alignment & sight distance.
- The 85-percentile speed and pace speed.
- Roadside development and culture, and roadside friction.
- Safe speed for curves or hazardous locations within the zone.
- Parking practices and pedestrian activity.
- Reported accident experience for a recent 12-month period.

D. PROPOSED SPEED LIMIT: The final speed limit changes that TXDOT proposes on FM 3005 is as follows:

- Speed limit 40 miles per hour: FM 3005 from Spur 342 (61ST Street) to the intersection of 7 Mile Road, a distance of approximately 3.253 miles.
- Speed limit 50 miles per hour: FM 3005 from 7 Mile Road to Sunbather Lane, a distance of approximately 2.049 miles.
- Speed limit 55 miles per hour: FM 3005 from the intersection of Sunbather Lane to the intersection of 11 Mile Road, a distance of approximately 1.957 miles.
- Speed limit 50 miles per hour: FM 3005 from 11 Mile Road to a point approximately 3,749 feet west of Park Road, a distance of approximately 2.741 miles.



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities

agrasso@galvestontx.gov | Office Number (409) 797-3962 | www.galvestontx.gov

- Speed limit 45 miles per hour: FM 3005 from a point approximately 3,749 feet west of Park Road to the east city limits of Jamaica Beach, a distance of approximately 0.491 mile.
- Speed limit 40 miles per hour: FM 3005 from the Jamaica Beach west city limits to a point approximately 370 feet west of 16 Mile Road, a distance of approximately 0.415 mile.
- Speed limit 50 miles per hour: FM 3005 from a point 370 feet west of 16 Mile Road to a point approximately 1,320 feet west of the Bay Water Drive/Jetty Drive intersection, a distance of approximately 9.284 miles.
- Speed limit 45 miles per hour: FM 3005 from a point approximately 1,320 feet west of the Bay Water Drive/Jetty Drive intersection to the west city limits of the City of Galveston, a distance of approximately 0.409 miles.

E. **CITY COUNCIL**: City Council provides the final approval for requests to change the City Code and the Speed Limits on City streets.

II. **CURRENT SITUATION**:

A. **TXDOT PROCESS FOR CHANGE OF SPEED LIMIT SIGNAGE**: The Houston District of TXDOT has sent the warrant study to the Austin Traffic Operation Division of TXDOT for final approval. Before the speed limit signs are changed, TXDOT must also get the City of Galveston to change the City Code to reflect the speed limit changes.

B. **STAFFS RECOMMENDATION**: Staff recommends that the City Council approve the change of speed limits in the City Code.

III. **ISSUES IN ORDER OF IMPORTANCE**:

- A. TRAFFIC SAFETY
- B. COST

IV. **ALTERNATIVES**:

A. **ALTERNATE #1**: City Council to amend the City Code to Change the Speed Limit on FM 3005 as reflected by the TXDOT Warrant Study.

IMPACT AND RAMIFICATIONS:



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number (409) 797-3962 | www.galvestontx.gov

1. **TRAFFIC SAFETY**: Traffic safety should improve.
2. **COST**: The cost to implement this request would be TXDOT's responsibility.

B. ALTERNATE #2: City Council to not pass an ordinance to amend City Code to change the speed limit on FM 3005.

IMPACT AND RAMIFICATIONS:

1. **TRAFFIC SAFETY**: The speed limit would remain the same. The level of Traffic Safety would remain the same.
2. **COST**: There would be no cost to the project.

IV. STAFF RECOMMENDATIONS: ALTERNATE #1: City Council to amend the City Code to change the speed limit on FM 3005 as reflected by the TXDOT Warrant Study. Recommended changes should be as follows:

Delete the following sections of Section 34-59 of the City Code:

- (b) Speed limit 45 miles per hour: (12) FM 3005 from Spur 342 (61ST Street) to a point approximately 739 feet west of 7 Mile Road, a distance of approximately 3.390 miles.
- (b) Speed limit 45 miles per hour (13) FM 3005 from a point approximately 4,171 feet west of Park Road to the east city limits of Jamaica Beach, a distance of approximately 0.400 mile.
- (c) Speed limit 50 miles per hour: (3) FM 3005 from a point approximately 739 feet west of 7 Mile Road to a point approximately 1267 feet west of Sunbather Lane, a distance of approximately 1.652 miles.
- (c) Speed limit 50 miles per hour (4) FM 3005 from a point approximately 3,168 feet west of Pabst Road to a point approximately 4,171 feet west of Park Road, a distance of approximately 3.069 miles.
- (c) Speed limit 50 miles per hour: (5) FM 3005 from to a point approximately 370 feet west of 16 Mile Road to a point approximately 1,320 feet west of Indian Beach Drive, a distance of approximately 0.960 mile.
- (c) Speed limit 50 miles per hour:(6) FM 3005 from a point approximately 5,069 feet west of Sausalito Drive to the San Luis Pass Bridge, a distance of approximately 0.300 miles.
- (e) Speed limit 55 miles per hour: (2) FM 3005 from a point approximately 1,267 feet west of Sunbather Lane to a point approximately 3,168 feet west of Pabst Road, a distance of approximately 1.980 miles.



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number (409) 797-3962 | www.galvestontx.gov

- (e) Speed limit 55 miles per hour: (3) FM 3005 from a point approximately 1,320 feet west of Indian Beach Drive to 5,069 feet west of Sausalito Drive, a distance of approximately 8.242 miles.
- (h) Speed limit 40 miles per hour: (2) FM 3005 from the Jamaica Beach west city limits to a point approximately 370 feet west of 16 Mile Road, a distance of approximately 0.698 mile.

Install the following sections of Section 34-59 in the City Code:

- (b) Speed limit 45 miles per hour (13) FM 3005 from a point approximately 3,749 feet west of Park Road to the east city limits of Jamaica Beach, a distance of approximately 0.491 mile.
- (b) Speed limit 45 miles per hour: (14) FM 3005 from a point approximately 1,320 west of the intersection of Park Road to the east city limits of Jamaica Beach, a distance of approximately 0.409 miles.
- (c) Speed limit 50 miles per hour: (7) FM 3005 from 7 Mile Road to Sunbather Lane, a distance of approximately 2.049 miles.
- (c) Speed limit 50 miles per hour (8) FM 3005 from 11 Mile Road to a point approximately 3,749 feet west of Park Road, a distance of approximately 2.741 miles.
- (c) Speed limit 50 miles per hour (9) FM 3005 from a point 370 feet west of 16 Mile Road to a point approximately 1,320 feet west of the Bay Water Drive/Jetty Drive intersection, a distance of approximately 9.284 miles
- (e) Speed limit 55 miles per hour: (1) FM 3005 from the intersection of Sunbather Lane to the intersection of 11 Mile Road, a distance of approximately 1.957 miles.
- (h) Speed limit 40 miles per hour: (2) FM 3005 from the Jamaica Beach west city limits to a point approximately 370 feet west of 16 Mile Road, a distance of approximately 0.415 mile.
- (h) Speed limit 40 miles per hour: (3) FM 3005 from Spur 342 (61ST Street) to the intersection of 7 Mile Road, a distance of approximately 3.253 miles.



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number (409) 797-3962 | www.galvestontx.gov

FISCAL NOTE POLICY STATEMENT

SOURCE OF REQUEST: Texas Department of Transportation, (TxDOT)
AMOUNT OF EXPENDITURE: Not Applicable – TxDOT to Fund Project
ESTIMATED REVENUE: Not Applicable
FUNDING SOURCE: Not Applicable – TxDOT to Fund Project

Respectfully Submitted,



Angelo Grasso
Acting Director of Public Works



Texas Department of Transportation

P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

May 1, 2019

The Honorable Jim Yarbrough
Mayor
City of Galveston
P.O. Box 779
Galveston, Texas 77553-0779

RE: Request for City Ordinance Speed Zone – FM 3005 – Galveston County

Dear Mayor Jim Yarbrough:

Our office has completed a Speed Zone Study along FM 3005 within the City of Galveston. Attached you will find Speed Zone Strip Maps numbered 5735 A thru 5735 H and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 3005. If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856 or Mr. Rogelio Rubico, at (713) 802-5182.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Janelle Williams – City of Galveston
Gaurang S. Pandit, P.E.
Rogelio R. Rubico, P.E.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF GALVESTON, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along **FM 3005** from the intersection of the Spur 342 (61st Street) to the intersection of 7 Mile Rd. a distance of approximately 3.253 mile, the speed limit shall be 40 miles per hour.

Along **FM 3005** from the intersection of 7 Mile Rd. to Sunbather Ln. a distance of approximately 2.049 mile, the speed limit shall be 50 miles per hour.

Along **FM 3005** from the intersection of Sunbather Ln. to the intersection of 11 Mile Rd. a distance approximately 1.957 mile, the speed limit shall be 55 miles per hour.

Along **FM 3005** from the intersection of 11 Mile Rd. to a point approximately 3749 feet west of the intersection of Park Rd. a distance of approximately 2.741 mile, the speed limit shall be 50 miles per hour.

Along **FM 3005** from a point approximately 3749 feet west of the intersection of Park Rd. to the east city limit of the City of Jamaica Beach, a distance of approximately 0.491 mile, the speed limit shall be 45 miles per hour.

Along **FM 3005** from the west city limit of the City of Jamaica Beach to a point approximately 370 feet west of the intersection of 16 Mile Rd. a distance of approximately 0.415 mile, the speed limit shall be 40 mile per hour.

Along **FM 3005** from a point approximately 370 feet west of the intersection of 16 Mile Rd. to a point approximately 1320 feet west of the intersection of Bay Water Dr./Jetty Dr., a distance of approximately 9.284 mile, the speed limit shall be 50 mile per hour.

Along **FM 3005** from a point approximately 1320 feet west of the intersection of Bay Water Dr./Jetty Dr. to the west city limit of the City of Galveston, a distance of approximately 0.409 mile, the speed limit shall be 45 miles per hour.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

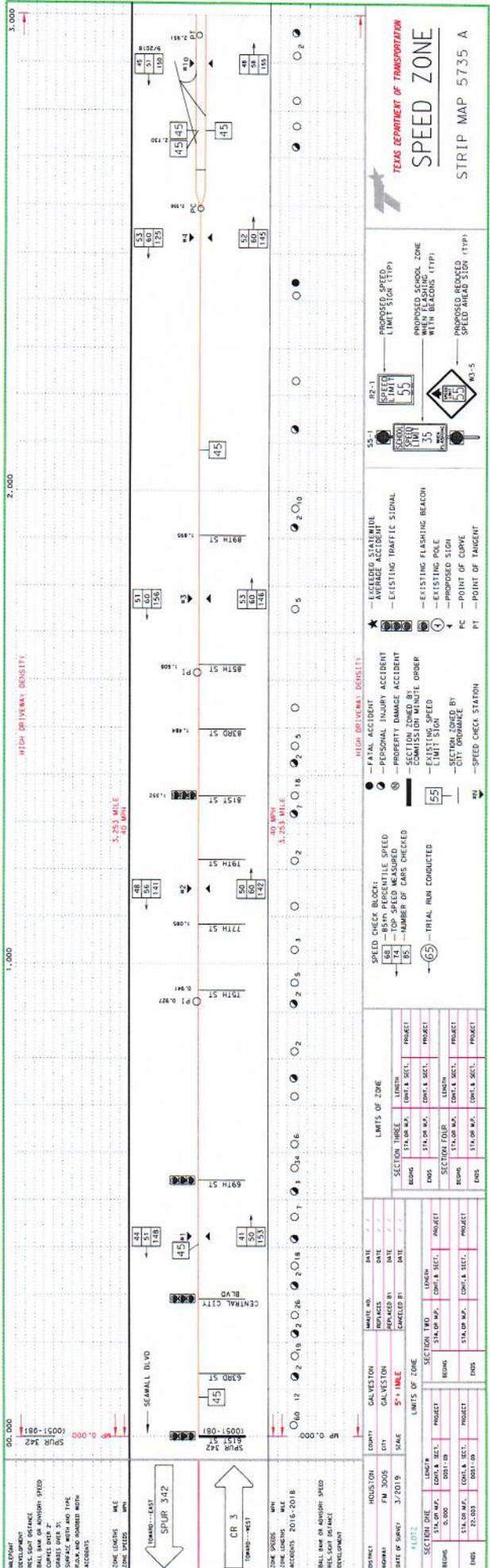
PASSED AND APPROVED THIS _____ day of _____, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor



TEXAS DEPARTMENT OF TRANSPORTATION
SPEED ZONE
STRIP MAP 5735 A

\$DATE\$ 9TIME\$

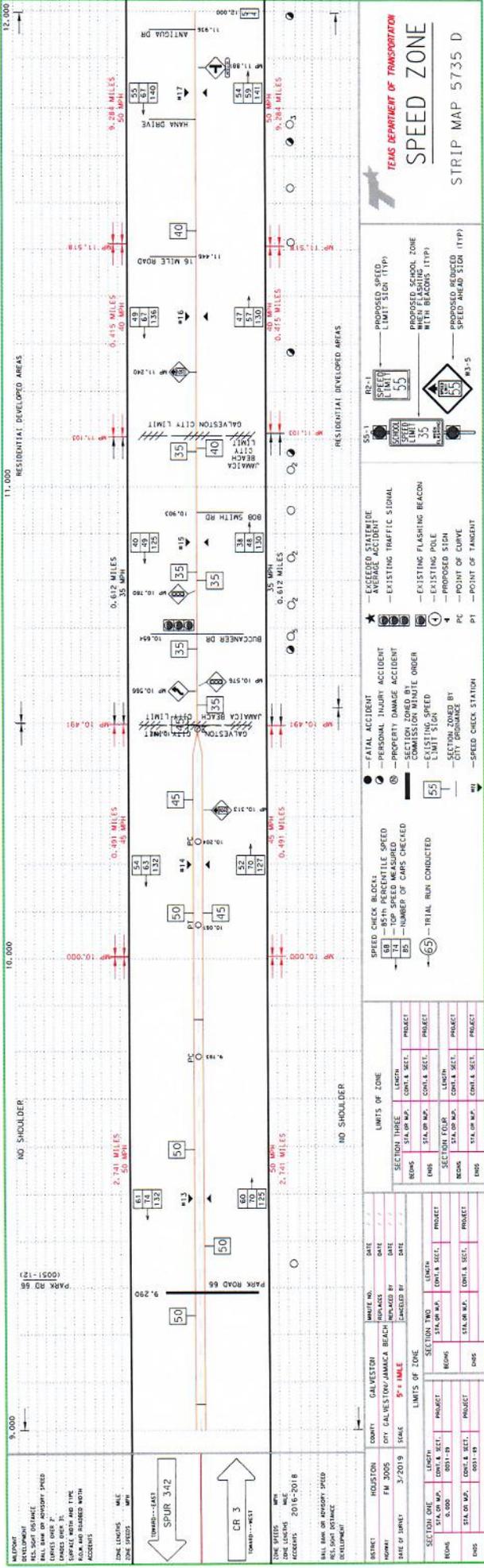
— EXCEEDED STATEWIDE AVERAGE ACCIDENT
 — EXISTING TRAFFIC SIGNAL
 — EXISTING FLASHING BEACON
 — EXISTING POLE
 — POINT OF CURVE
 — POINT OF TANGENT
 — FATAL ACCIDENT
 — PERSONAL INJURY ACCIDENT
 — PROPERTY DAMAGE ACCIDENT
 — SECTION ZONED BY CITY ORDINANCE
 — SECTION ZONED BY STATE TRAFFIC ORDER
 — SECTION ZONED BY SPEED LIMIT SIGN
 — SECTION ZONED BY SPEED CHECK STATION
 — EXISTING POLE
 — PROPOSED POLE
 — PROPOSED SPEED LIMIT SIGN (ITPP)
 — PROPOSED SCHOOL ZONE WHEN FLASHING (ITPP)
 — PROPOSED BEACON SPEED LIMIT SIGN (ITPP)

SPEED CHECK BLOCK:
 68 — 85TH PERCENTILE SPEED
 74 — TOP SPEED MEASURED
 85 — NUMBER OF CARS CHECKED
 65 — TRIAL RUN CONDUCTED

LIMITS OF ZONE
 SECTION THREE
 BEGINS STA. OR W.P. ENDS STA. OR W.P.
 SECTION FOUR
 BEGINS STA. OR W.P. ENDS STA. OR W.P.

SECTION ONE	SECTION TWO	SECTION THREE	SECTION FOUR
BEGINS	BEGINS	BEGINS	BEGINS
ENDS	ENDS	ENDS	ENDS
0+000	0+000	0+000	0+000
0+000	0+000	0+000	0+000
0+000	0+000	0+000	0+000
0+000	0+000	0+000	0+000

DISTRICT HOUSTON COUNTY CALVESTON DATE 3/7/2019
 APPROVAL BY DATE 3/7/2019
 DATE OF DRAWING 3/7/2019 SCALE 5" = 1" MILE
 PROJECT NO. 2018-001-001
 PROJECT NAME FM 3008
 PROJECT LOCATION CALVESTON
 PROJECT DESCRIPTION CALVESTON BLVD
 PROJECT STATUS PROJECT



TEXAS DEPARTMENT OF TRANSPORTATION

SPEED ZONE

STRIP MAP 5735 D

WALPOLE

PROJECT: HOUSTON COUNTY GALVESTON

DATE: 2/2019

SCALE: 1" = 1 MILE

SECTION ONE: STA. 0+00 TO 0+100

SECTION TWO: STA. 0+100 TO 0+200

SECTION THREE: STA. 0+200 TO 0+300

SECTION FOUR: STA. 0+300 TO 0+400

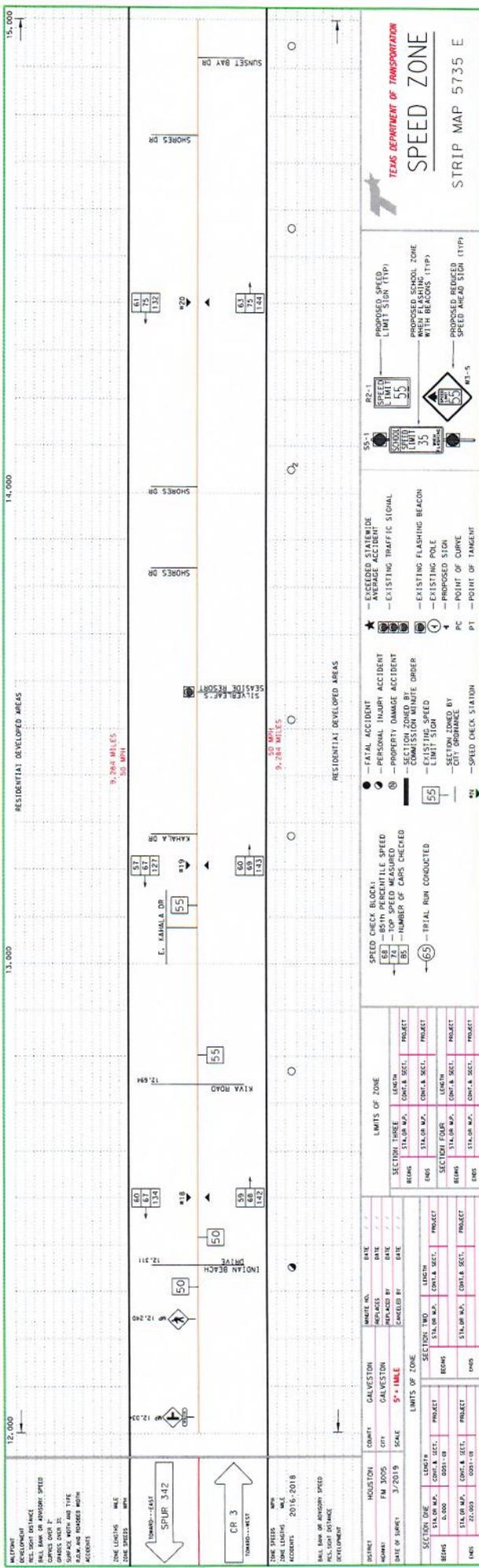
SECTION FIVE: STA. 0+400 TO 0+500

LEGEND

- EXCEEDED STATEWIDE AVERAGE ACCIDENT
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- SECTION ZONED BY COMMISSION MINUTE ORDER
- EXISTING SPEED LIMIT SIGN
- CITY PROPOSED BY
- SPEED CHECK BEACON
- TOP SPEED MEASURED
- NUMBER OF CARS CHECKED
- TRIAL RUN CONDUCTED
- NO SHOULDER
- RESIDENTIAL DEVELOPED AREAS
- RESIDENTIAL DEVELOPED AREAS

DATE: 08/15/19

TIME: 10:00 AM



MULTIPLOT DEVELOPMENT HOUSTON COUNTY PM 3005 DATE OF SURVEY: 3/2019 SCALE: 5" = 100 FEET		COUNTY: GALVESTON CITY: GALVESTON PROJECT: 5" = 100 FEET		SHEET NO. 1 DATE: 2/16/2018 DRAWN BY: [Name] CHECKED BY: [Name]		DATE: 2/16/2018 DRAWN BY: [Name] CHECKED BY: [Name]	
ZONE STRIPS 12,000 13,000 14,000 15,000		LIMITS OF ZONE SECTION THREE BEGINS STA. 0+00.00 ENDS STA. 0+00.00		SECTION FOUR BEGINS STA. 0+00.00 ENDS STA. 0+00.00		SECTION FIVE BEGINS STA. 0+00.00 ENDS STA. 0+00.00	
ZONE STRIPS 12,000 13,000 14,000 15,000		SECTION TWO BEGINS STA. 0+00.00 ENDS STA. 0+00.00		SECTION THREE BEGINS STA. 0+00.00 ENDS STA. 0+00.00		SECTION FOUR BEGINS STA. 0+00.00 ENDS STA. 0+00.00	
ZONE STRIPS 12,000 13,000 14,000 15,000		SECTION ONE BEGINS STA. 0+00.00 ENDS STA. 0+00.00		SECTION TWO BEGINS STA. 0+00.00 ENDS STA. 0+00.00		SECTION THREE BEGINS STA. 0+00.00 ENDS STA. 0+00.00	

TEXAS DEPARTMENT OF TRANSPORTATION
SPEED ZONE
 STRIP MAP 5735 E

ORDINANCE 20-_____

AN ORDINANCE OF THE CITY OF GALVESTON TEXAS AMENDING THE CITY CODE OF THE CITY OF GALVESTON 1982, AS AMENDED CHAPTER 34 “TRAFFIC”, ARTICLE III, “VEHICLE OPERATION” SECTION 34-59; ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UTILIZING FM 3005 WITHIN THE CITY OF GALVESTON PURSUANT TO THE PROVISIONS OF TEXAS TRANSPORTATION CODE § 545.356, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF GALVESTON AS SET OUT IN THIS ORDINANCE; AMENDING CITY CODE; PROVIDING FOR FINDINGS OF FACT RELATED THERETO; PROVIDING A PENALTY OF A FINE FOR THE VIOLATION OF THIS ORDINANCE IN AN AMOUNT NOT TO EXCEED THAT ALLOWED BY STATE LAW, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation is the designated agency within the State given authority to set speed limits on state roads and highways in Texas; and,

WHEREAS, FM 3005 is a state road or highway under the primary jurisdiction of the Texas Department of Transportation, hereinafter referred to as “TxDOT”; and,

WHEREAS, pursuant to Texas Transportation Code 545.352 speed limits on various state roads and highways have been imposed at a level that is reasonable and prudent, and is referred to as the “presumptive speed limit”; and,

WHEREAS, a municipality in Texas is given authority to alter the presumptive speed limit pursuant to Texas Transportation Code § 545.356; and,

WHEREAS, Texas Transportation Code § 545.356 provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

WHEREAS, an engineering and traffic investigation study has been conducted by TxDOT pursuant to Texas Transportation Code 545.356 and the results presented to the City of Galveston; and,

WHEREAS, the City Council of the City of Galveston finds it to be in the best interests of the citizens of the City of Galveston to avail itself of the results of that study by adopting the recommendations set forth herein.

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

SECTION 1. The findings and recitations set forth 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. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Texas Transportation Code § 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along FM 3005 from the intersection of the Spur 342 (61st Street) to the intersection of 7 Mile Rd. a distance of approximately 3.253 mile, the speed limit shall be 40 miles per hour.

Along FM 3005 from the intersection of 7 Mile Rd. to Sunbather Ln. a distance of approximately 2.049 mile, the speed limit shall be 50 miles per hour.

Along FM 3005 from the intersection of Sunbather Ln. to the intersection of 11 Mile Rd. a distance approximately 1.957 mile, the speed limit shall be 55 miles per hour.

Along FM 3005 from the intersection of 11 Mile Rd. to a point approximately 3749 feet west of the intersection of Park Rd. a distance of approximately 2.741 mile, the speed limit shall be 50 miles per hour.

Along FM 3005 from a point approximately 3749 feet west of the intersection of Park Rd. to the east city limit of the City of Jamaica Beach, a distance of approximately 0.491 mile, the speed limit shall be 45 miles per hour.

Along FM 3005 from the west city limit of the City of Jamaica Beach to a point approximately 370 feet west of the intersection of 16 Mile Rd. a distance of approximately 0.415 miles, the speed limit shall be 40 mile per hour.

Along FM 3005 from a point approximately 370 feet west of the intersection of 16 Mile Rd. to a point approximately 1320 feet west of the intersection of Bay Water Dr/Jetty Dr., a distance of approximately 9.284 mile, the speed limit shall be 50 mile per hour.

Along FM 3005 from a point approximately 1320 feet west of the intersection of Bay Water Dr/Jetty Dr. to the west city limit of the City of Galveston, a distance of approximately 0.409 mile, the speed limit shall be 45 miles per hour.

SECTION 3. In conformity with the adoption of the speed zones set forth in the preceding Section 2, the City Code of the City of Galveston 1982, as amended, Chapter 34, “Traffic”, Article III. “Vehicle Operation”, Section 34-59 is amended to provide and read as follows:

Sec. 34-59. - Decrease of state law maximum speed.

It is hereby determined upon the basis of an engineering and traffic investigation that the speed permitted by state law outside of business and residence districts as applicable upon the following streets, is greater than is reasonable or safe under the conditions found to exist upon such streets, and the maximum speed shall be as set forth below:

(b) *limit 45 miles per hour:*

- (1) Harborside Drive from I.H. Frontage Road to five hundred seventy (570) feet west of 33rd Street.
- (2) Seawolf Parkway from Bradner to Seawolf Park.
- (3) Bradner Street.
- (4) Seawall Boulevard from Ferry Road easterly.
- (5) Stewart Road from 85th Street to the westerly city limits.
- ~~(6) Reserved.~~
- (7) 7½ Mile Road from Stewart Road to Termini Road (F.M. 3005).
- (8) 8 Mile Road (Anderson Ways) from a point twenty-five-hundredths (0.25) mile south of Sportsman Road to Termini Road (F.M. 3005).
- (9) 9 Mile Road from Homrighaus Road to Stewart Road.
- (10) 10 Mile Road (Auzston Road) from Homrighaus Road to Stewart Road.
- (11) 13 Mile Road from Stewart Road to a point twenty-five hundredths (0.25) mile north of Termini Road (F.M. 3005).
- ~~(12) FM 3005 from Spur 342 (61st Street) to a point approximately seven hundred thirty-nine (739) feet west of 7 Mile Road, a distance of approximately 3.390 miles.~~
- (13) FM 3005 from a point approximately ~~four thousand one hundred seventy one (4,171) feet west of~~ three thousand seven hundred forty nine feet west of the intersection of Park Road to the east city limits of Jamaica Beach, a distance of approximately 0.400 ~~0.400~~ 0.491 miles.
- (14) FM 3005 from a point approximately 1320 feet west of the intersection of Bay Water/Jetty Drive to the west city limit of the City of Galveston, a distance of approximately 0.409 miles.
- (15) Ferry Road to the U.S. Marine Corps Training Center, a distance of 0.884 miles.
- ~~(16) Reserved.~~

~~(17) Reserved.~~

~~(18) Reserved.~~

(c) *Speed limit 50 miles per hour:*

(1) IH 45 Main Lane from centerline of 59th Street to the centerline of 67th Street a distance of 0.771 miles.

~~(2) Reserved.~~

~~(3) FM 3005 from a point approximately seven hundred thirty nine (739) feet west of 7 Mile Road to a point approximately one thousand two hundred sixty seven (1,267) feet west of Sunbather Lane, a distance of approximately 1.652 miles.~~

~~(4) FM 3005 from a point approximately three thousand one hundred sixty eight (3,168) feet west of Pabst Road to a point approximately four thousand one hundred seventy one (4,171) feet west of Park Road, a distance of approximately 3.069 miles.~~

~~(5) FM 3005 from to a point approximately three hundred seventy (370) feet west of 16 Mile Road to a point approximately 1.320 mile west of Indian Beach Drive, a distance of approximately 0.960 mile.~~

~~(6) FM 3005 from a point approximately five thousand sixty nine (5,069) feet west of Sausalito Drive to the San Luis Pass Toll Bridge, a distance of approximately 0.300 miles.~~

~~(7) FM 3005 from the intersection of 7 Mile Road to the intersection of Sunbather Lane, a distance of approximately 2.049 miles.~~

~~(8) FM 3005 from the intersection of 11 Mile Road to a point approximately 3749 feet west of the intersection of Park Road to the east city limit of the City of Jamaica Beach a distance of approximately 2.741 miles.~~

~~(9) FM 3005 from a point approximately 370 feet west of the intersection of 16 Mile Road to a point approximately 1320 feet west of the intersection of Bay Water Drive/Jetty Drive a distance of approximately 9.284 miles.~~

(d) ***

(e) *Speed limit 55 miles per hour:*

(1) FM 3005 from the intersection of Sunbather Lane to the intersection of 11 Mile Road, a distance of approximately 1.957 miles.

Reserved.

~~(2) FM 3005 from a point approximately one thousand two hundred sixty seven (1,267) feet west of Sunbather Lane to a point approximately three thousand one hundred sixty eight (3,168) feet west of Pabst Road, a distance of approximately 1.980 miles.~~

~~(3) FM 3005 from a point approximately 1,320 mile west of Indian Beach Drive to a point approximately five thousand sixty nine (5,069) feet west of Sausalito Drive, a distance of approximately 8.242 miles.~~

(f) ***

(h) *Speed limit 40 miles per hour:*

(1) Apffel Park Road from Lakeside Drive to the entrance to R.A. Apffel Park.

(2) FM 3005 from the Jamaica Beach west city limits to a point approximately three hundred seventy (370) feet west of 16 Mile Road, a distance of approximately ~~0.698~~ 0.415 miles.

~~(3) FM 3005 from Spur 342 (61st Street) to the intersection of 7 Mile Road, a distance of approximately 3.253 miles.~~

SECTION 4. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount as authorized by State law.

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 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 March 24, 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, POSTPONING THE MUNICIPAL ELECTION OF MAY 2, 2020 UNTIL NOVEMBER 3, 2020 DUE TO A PUBLIC HEALTH EMERGENCY; PRESERVING ALL CANDIDATE FILINGS AND BALLOT ORDER ACTIONS ALREADY TAKEN; PROVIDING FOR HOLDOVER IN OFFICE OF CURRENT OFFICE HOLDERS, MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, May 2, 2020 is one of the uniform election dates in the State of Texas and is the date on which the City of Galveston and other municipalities in the City ordinarily conduct their municipal elections; and

WHEREAS, the Governor of the State of Texas has issued a Proclamation dated March 18, 2020 suspending Texas Election Code 41.0052 (a) and (b) to allow such municipal elections scheduled of May 2, 2020 to be conducted on November 3, 2020; and

WHEREAS, the Governor's Proclamation requires that County election officials who conduct elections on behalf of municipal entities enter into a contract with such entities to hold their elections on November 3, 2020 and

WHEREAS, the Governor's Executive Order provides that the postponement of the election shall not be deemed to be an extension of the term of office and any incumbent, and they will hold their positions as holdovers, and

WHEREAS, the public health emergency resulting from the emergence of the Coronavirus and its risk of community spread in areas where people congregate in large numbers militates in favor of postponement of the May 2, 2020 election until November 3, 2020., and the Council determines postponement of the election to be in the public interest.

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. The City Council hereby postpones the municipal elections scheduled for May 2, 2020 until November 3, 2020

SECTION 3. The terms of office of current office holder of the City is not extended by this Ordinance; current office holders shall continue to serve as holdovers in their current position.

SECTION 4. The applications for office filed by candidates for the May 2, 2020 election are preserved for use on November 3, 2020 and no additional filings for office will be permitted.

SECTION 5. Actions taken to determine the order of positions on the ballot are preserved and will be utilized in the November 3, 2020 election.

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

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

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

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

APPROVED AS TO FORM:

DONALD 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 24th day of March 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 March 2020.

Secretary for the City Council
of the City of Galveston



Review of Fund Transfers For the Park Board of Galveston

Why We Did This Memo

The City of Galveston and The Park Board of Trustees of Galveston entered into an Interlocal Agreement on October 21, 2019. The name of the Interlocal Agreement was:

Interlocal Agreement between The City of Galveston and The Park Board of Trustees of The City of Galveston concerning the management of city parks, paid parking, collection of hotel occupancy tax (HOT), and management of short-term rental registry and provision of coastal management and public space maintenance services.

Prior to entering the interlocal agreement, both the City and Park Board had (2) two questions which were deferred to The City Auditor's Office. The questions were:

Question (1) One: How does the Park Board's Cost Allocation Methodology differ from a normal cost allocation?

Question (2) Two: Are there any funds held at the Park Board that are available for Seawolf Park?

Our Answers

We researched both questions and advised the appropriate City and Park Board staff.

Answer to Question (1) One: Typically, cost allocation projects use a single step method that allocates departmental costs and non-departmental costs. For example, The Purchasing Department may include some facilities costs in their department for the year-end. A single step method applies an allocation to reallocate these facilities costs in an



Review of Fund Transfers For the Park Board of Galveston

optimal manner to other recoverable program areas. An acceptable method that results in accurate program allocations. However, other certain non-departmental facilities costs may go unrecorded that the Purchasing Department received benefit for and is not aware of to record.

The Park Board of Galveston uses a double step method to allocate non-departmental costs within a department. Using the example above, the first step would include facilities costs included in the Purchasing Department year-end costs to transfer back to the Facilities Department. The second step would include both the Facilities Department and the Purchasing Department to allocate costs to other departments that received benefit from the costs. Applicable costing factors are determined through research provided by MAXIMUS, Inc., a third party contractor hired by The Park Board to perform these calculations. The double step method mitigates potential allocation inequities and has been widely accepted by federal cognizant agencies for more than 30 years.

Answer to Question (2) Two:

Seawolf Park has a cumulative balance of \$812,327 as of September 30, 2018 which is available to the park and held in The Park Board's General Fund – Pooled Cash account. In addition, current liabilities at September 30, 2018 associated with Seawolf Park equaled \$84,928. These amounts can be located in The Park Board of Galveston's Certified Annual Financial Statements.



City of Galveston

City Auditor's Office

Audit Plan

February 28, 2020

CONSULT-PARK2020-2

Review of Fund Transfers For the Park Board of Galveston

End Results

The answers to these two questions were made known to the appropriate staff of The City of Galveston and The Park Board of Trustees. The Interlocal Agreement is complete and signed by both parties in a timely fashion. The City Auditor's Office hopes that these answers helped to facilitate the process. This memo is in lieu of an audit report and satisfies the requirements of item "CONSULT-PARK2020-2" of the City Auditor's Plan for the Year ending 2020.



Review of Beach Buddies, LLC. Concession Agreement and Financial Records

Why We Did This Memo

This Compliance Engagement was on the City Auditor Office's Audit Plan for 2020. Our goal was to determine if Beach Buddies, LLC fulfilled their obligation under the four (4) Concession Agreements and Amendments for the Park Board of Trustee's Appfel Park for the 2018 year.

What We did

To complete this engagement, we:

- Interviewed key employees with Park Board of Trustee's that work with the organization.
- Reviewed Beach Buddies, LLC financial records and Concession Agreements with amendments.
- Reviewed Profit and Loss Reports, Bank Statements, General Ledger and the Form 1099K.

What We Found

We found that Beach Buddies, LLC fulfilled all terms in the four (4) Concession Agreements, Amendments and paid the flat rate of twenty-two thousand dollars \$22,000 for the Appfel Park for the Audit year of 2018.

Background

The Park Board of Trustees entered into four (4) Concessionaire Agreement with Beach Buddies, LLC in March of 2013. These Agreements included Umbrella Rentals, Retail, Food and Alcohol sales for the Appfel Park. The initial term of the Agreement was for a five (5) year period with one (1) year extensions for 2017, 2018 and 2019. The original Agreements with Beach Buddies, LLC was based on a percentage rate that in the final year the contract (2018-2019) should have been paying twenty-eight thousand dollars \$28,000 plus twenty percent (20%) of gross revenue for retail sales and five percent (5%) of gross revenue for alcohol sales.





Review of Beach Buddies, LLC. Concession Agreement and Financial Records

However, in March of 2016 the vendor requested a reduction in payments that the Park Board of Trustees approved for a flat fee of twenty-two thousand dollars \$22,000 per year.

Scope

The scope of this review was to evaluate the Beach Buddies, LLC Concession agreements by comparing best practices including key processes, key risks, key controls, documentation, monitoring, and ensuring transparency and accountability for 2018.

End Results

As a result of the review, the Park Board of Trustees has a realistic pricing guideline for rent due from the Appfel Park concessions. The City Auditor's Office recommends that the Park Board of Trustees model rent pricing guidelines due from Appfel Park to be equivalent to the City of Galveston pricing guidelines for park concessionaire rentals. An example of a City of Galveston concessionaire agreement at Beach Pocket Park #2 is as follows:

Compensation to the City at a rate of thirty four thousand dollars \$34,000 or ten percent (10%) of the total gross sales after taxes, whichever is higher, per annum for the length of the agreement.

This type of agreement will ensure that the Park Board of Trustees receive a minimum of ten percent (10%) of all concession sales at Appfel Park.

The City Auditor's Office also recommends that the Park Board of Trustees incorporate the City's newly adopted Standard Operating Procedures for Collection and Reporting of Pocket Park Beach User Fees for incorporation into the Park Board's procedures. These Standard Operating Procedures accompany this report as Appendix A.



Appendix A

City of Galveston

Standard Operating Procedures for the

Collection and Reporting of Pocket Parks Beach User Fees

Prior to being beginning employment as a Pocket Park supervisor or cashier, those individuals employed will attend a procedure and orientation meeting. Instructional information shall be provided to all cashiers detailing sales transaction procedures, cash accountability/internal control procedures.

Each location is to operate independently. These controls include, but are not limited to the following:

- Use of Daily Revenue Reports and inventory controls
- Sales procedures and reconciliation
- Sign-in sheets and non-paying entries
- Refunds
- Cash controls
- Point of Sale (POS) equipment and use
- Finance Department Reconciliation of Reports and Bank Statements
- Audit Department procedures

Procedures and controls specifically reviewed with cashiers at this time include:

- Use of daily sales reports:
 - The supervisor and cashier must maintain adequate control of daily parking tickets and season pass decals issued. The supervisor must always be able to identify where every sequentially numbered ticket and season pass is located. This includes: supervisors' office, safe, toll booths and cashiers. This is accomplished by the means of ticket receipts/rolls, reconciliation/revenue reports and inventory control forms.
 - The parks Daily Revenue Report provides the name(s) of the cashiers, supervisor in charge, amount of petty cash issued, number of daily parking and season passes issued and sold, cash and credit sales, overages/shortages, park location, date and weather conditions.
 - The supervisor in charge is required to validate cash, daily parking ticket and season pass inventories prior to issuing to cashiers.
 - The determined amount of tickets and season passes issued will be made by the supervisor. It is recommended that all locations receive the same petty cash per day for consistency. Additional tickets and season passes may be issued at the discretion of the supervisor and are dependent on sales volume and forecast.
 - The supervisor and cashiers are required to record and dually initial for issued (from supervisor) and received (from cashier) petty cash, daily parking ticket inventory number(s) and season pass inventory number(s) prior to exiting the office and reporting to the toll booth.
 - Cashiers are responsible for securing and monitoring petty cash, daily parking tickets and season passes received upon initialing acknowledgment of receipt from the supervisor.

- Sales procedures:
 - Every approaching vehicle must be acknowledged by the cashier and greeted upon arriving to the toll booth.
 - Every daily parking sales customer must be issued a daily parking ticket.
 - The cashier must inform every customer of the vehicle entry rate, park rules listed in the back of the ticket, no refund or re-entry rule and to display the ticket on the dashboard.
 - Every season pass customer must be issued a season pass decal.
 - The cashier must inform every season pass customer to adhere the season pass decal on the driver's side windshield, non-transfer of season passes and the requirement to sign-in upon every future vehicle entry.
 - A season pass customer information form must be filled out for each season pass sold prior to issuing the season pass to the customer. The season pass form must be legible and submitted as support documentation to the supervisor at the end of the shift.
 - At the end of the shift the supervisor and cashier reconcile daily ticket and season pass sales to cash and POS/credit receipts to determine cash accountability. The reconciliation process is accomplished by accounting for the number of tickets and season passes sold, the number returned/refunded and any adjustments for free admissions.
 - At the end of the shift cashiers are to submit all cash and sales documentation to the supervisor. All cash including petty cash must be counted by both the supervisor and cashier prior to the supervisor taking full possession of the cash.
 - All discrepancies are to be documented, reported and recorded. Discrepancies of \$25 or more are to be reported to the department head for review. Cashiers that have repeated discrepancies of any amount will be subject to counseling, relocation to another position or termination.
 - Cashiers are required to cash out with the supervisor before going on breaks.
 - The supervisor is responsible for immediately notifying their department head of any discrepancies with sales receipts and personnel issues.
 - Cashiers are required to request additional tickets and passes when inventories become low.

- Sign-in Sheets and Non-paying Entries - Cashiers are issued daily sign-in sheets used to record the following non-paying vehicle entries:
 - Local Police, Fire, EMS and Beach Patrol. Vehicles must be clearly marked with exempt license plates.
 - City of Galveston, Galveston County and Galveston Park Board. Vehicles must be entering the park on official business, be clearly marked and have exempt plates.
 - State and Federal Government vehicles. Vehicles must be entering the park on official business, clearly marked and have exempt or federal government plates.
 - City of Galveston staff and council members with proper identification and on official business.
 - Galveston County staff with proper identification and on official business.
 - United States Military Veterans and United States Active Military Personnel.

- Disabled customers with a state issued ID, official placard or license plate.
 - Apart from emergency vehicles, all non-paying vehicle entries must be recorded on the daily sign-in sheet by the person driving the vehicle. The entry must be legible, include the time of entry and the company or entity the driver is representing.
 - Emergency vehicle entries must be recorded on the sign-in sheet by the cashier.
 - Season pass holders must sign in each time their vehicle enters the park. The sign in must include the season pass inventory number, name of driver and time of entry.
 - Cashiers are required to contact the supervisor to request authorization for any non-paying entries not listed on this document.
 - Discrepancies, unauthorized or false reporting of free admissions will be immediately addressed by the supervisor and are subject to disciplinary measures, including the cashier's removal from duties.
- Refunds and U-turns:
 - The supervisor in charge is authorized to issue refunds at their discretion.
 - Cashiers are not authorized to issue refunds without the approval of the supervisor.
 - All refunds must be clearly recorded on the sign-in sheet and noted on the Daily Revenue Report.
 - Non-paying U-turns more than 20 feet from the toll booth and/or quick visits are not permitted.
 - All U-turns must be recorded on the sign-in sheet.
- Cash Handling:
 - Supervisors and cashiers are required to count and dually verify and initial, on the Daily Revenue Report for the issuance and amount of petty cash received at the start of each shift.
 - Supervisors and cashiers are required to report and dually sign for actual cash sales including overages and shortages on the Daily Revenue Report.
 - Cashiers are responsible for securing and maintaining control of petty cash upon verification of receipt.
 - Supervisors and cashiers are required to secure and maintain cash drawers at all times.
 - Cash sales receipts must immediately be placed in the cash drawer.
 - Cashiers are required to request from the supervisor a cash drop upon the collection of \$400 in sales. Supervisors and cashiers are allowed make cash drops for lesser amounts.
 - All cash drops must be dually counted and verified by the cashier and supervisor prior to the transfer.
 - Supervisors must immediately secure all cash drops in the park safe or deposit in the bank night drop.
 - Cashiers are not to comingle personal money with cash sales receipts and petty cash.
 - Cashiers are not to keep personal cash in their pockets or toll booth.
 - Cashiers are not allowed to accept bills larger than \$50.
 - Cashiers are not allowed give change to non-customers.
 - Cashiers are not to discuss or reveal the amount of sales, cash on hand or number of vehicle entries to the public. The supervisor must be notified of requests for information of this type.

- Cashiers are not allowed to have visitors at the toll booth.
- Cash Deposits:
 - Daily cash receipts are compiled into a deposit and shall be made by the supervisor at the bank night drop box immediately after reconciling sales and securing park facilities.
 - A deposit receipt is available the next business day for all deposits made at the night drop box. The supervisor is to submit to the director of parks and recreation, finance department or designee, official copies of the night drop deposit receipt, credit sales batch report and corresponding Daily Revenue Report.
 - Deposit receipts, credit sales batch report and corresponding Daily Revenue Reports are to be submitted no later than 12pm the following business day.
 - The supervisor must contact their immediate supervisor if the daily deposit cannot be made.
- Point of Sale (POS) equipment procedures:
 - It is the responsibility of the cashier to use their assigned username when logging into the POS equipment.
 - All credit and debit card sales must be processed on the POS equipment.
 - All cash sales must be entered into the POS equipment.
 - Cashiers are to immediately report any loss of wi-fi connection or other malfunctions of the POS equipment to their supervisor.
 - POS equipment must be batched out at the end of each shift.
 - Daily batch reports are to be recorded, printed and submitted with the parks corresponding Daily Revenue Report.
- Deposit to the Finance Department:
 - All the day's cash receipts should be deposited to the supervisor's office immediately after closing the toll booth.
 - Cashiers must return all unsold tickets and season pass decals to the supervisor at the end of the shift.
 - The supervisor will secure all unsold tickets, season pass decals and cash in the safe by end of business. The inventory will be counted as soon as possible by the department head and is subject to audit at any time.
 - All sales are reconciled on the parks Daily Revenue Report. Supervisors are to obtain from the finance department any adjustments made to deposits once bank statements confirming posted cash and credit sales are verified and recorded by the finance department. All bank and credit card statements are subject to audit.
 - The Daily Revenue Report and supporting documentation should be submitted to the finance department, by 12:00 PM the following business day.
 - All sales receipts shortages and overages must be reported and explained. Measures to prevent shortages and overages may include disciplinary action.
 - Shortages or overages of \$25 or more must be reported by the finance department to the department head, who will then verify the difference with the cashier and supervisor. The City Auditor's office will be notified of any material accounts.
 - Daily balancing and reconciliation ensures that any discrepancies are resolved promptly and that the finance department and park are in agreement.

- Audits:

- Unannounced audits of toll booth and park operations may be conducted by the City Auditor’s office, department head and/or the supervisor. Cash receipts and credit sales will be compared to daily parking tickets and season pass decals on hand and verified against the cashiers’ records.
- The Supervisor is to notify the department head and City Auditor’s office of any concerns relating to sales procedures, suspicious activity, cash/credit overages, shortages and discrepancies

Employee Acknowledgement:

I have read and been informed about the requirements and expectations regarding employment with the City of Galveston as a cashier at the Beach Pocket Parks. I have received a copy of the attached Standard Operating Procedures for the Collection of Pocket Parks Beach User Fees and agree to abide by the guidelines as a condition of my employment and continuing employment at the Pocket Parks. I understand that the procedures listed are limited and do not include all requirements. I also understand that if I have questions, at any time, regarding the standard operation procedures, I will consult with my immediate supervisor.

Please read the Standard Operating Procedures for the Collection of Pocket Parks Beach User Fees carefully to ensure that you understand the policies and procedures before signing this document.

Cashier name (print)

Cashier signature

Date

Supervisor name (print)

Supervisor signature

Date

City of Galveston



City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

Date: March 16, 2019

To: City Council
Brian Maxwell, City Manager

From: Mehran Jadidi, Assistant City Attorney

Re: **Request for approval of an extension of the Complete Count Committee so that they may be allowed to continue their efforts.**

I. Background

- A. The City Council of the City of Galveston created the Complete Count Committee (CCC) by resolution at its regularly scheduled meeting on February 28, 2019.
- B. Since its inception, the CCC has worked diligently to discover and implement methods to reach out to various communities of the City of Galveston, with a goal of ensuring a complete and accurate count of City of Galveston residents.
- C. The resolution creating the CCC set an expiration date for December 2019. That expiration date was then extended to April 1, 2020 to coincide with Census Day. The CCC and staff believe it is in everyone's best interest the CCC be allowed to continue to meet, deliberate, and take action under the authority granted to them by the City Council.

II. Current Situation

Whether to extend the term of the CCC to allow them to continue operating.

III. Issues

1. The current term expires April 2020, and without an extension, the CCC will be forced to disband.

IV. Alternatives in Order of Priority

None.

V. Recommendation

Approve the extension of the term for the CCC.

VI. Fiscal Impact Report

Requested by:

Mehran Jadidi, Assistant City Attorney
Daniel Lunsford, City Planner

Respectfully submitted,

Mehran Jadidi, Assistant City Attorney

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, EXTENDING THE TERM FOR THE COMPLETE COUNT COMMITTEE; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at its meeting on February 28, 2019, the City Council for the City of Galveston created the Complete Count Committee (CCC); and

WHEREAS, since that time, the Committee has served admirably, discovering ways to reach the community to help the City of Galveston receive a more complete and accurate count in the upcoming census; and,

WHEREAS, the Committee is nearing the end of its extended term as set out by the City Council, and the Committee believes more time is necessary to complete its original charge; and,

WHEREAS, the City Council may decide to extend the term of the Complete Count Committee; and,

WHEREAS, the City Council deems it to be in the best interest of the public to extend the term of the Complete County Committee to November 19, 2020.

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 of the City of Galveston hereby extends the Term of the Complete Count Committee to November 19, 2020.

SECTION 3. All other provisions regulating the Complete Count Committee continue to be of force and effect.

SECTION 4. The City Council may, at its discretion, grant additional time to the Committee if such an extension is needed to make additional recommendations.

SECTION 5. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI

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 a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the __day of March, 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 of the City Council
of the City of Galveston



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

March 26, 2020

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

From: Michael W. Loftin, Assistant City Manager Finance

RE: **Consider approving the renewal of IGM Technologies Gravity cloud-based solution tool for preparing the Comprehensive Annual Financial Report (CAFR).**

Background:

City Council approved the purchase of IGM Technologies Gravity cloud-based application for publishing the Comprehensive Annual Financial Report on September 14, 2017. The contract was written for a three-year term with the option to extend the contract for up to two additional years in one-year intervals.

Currently:

Fiscal year 2019 is year three of the initial three-year term. City staff is prepared to continue utilizing the Gravity application.

Contractual pricing for years four and five is expected to be approximately \$23,500 and \$24,500 respectively. Staff would like to extend the contract for the two additional one-year intervals.

Issues:

1. Cost Summary – Not to exceed \$48,000 for years four and five including software licensing and ongoing customer.
2. Timing – Fiscal year 2020 and 2021.
3. Impact or ramifications – continue producing the City's Comprehensive Annual Financial Report internally.

Recommendation:

Approve the renewal of IGM Technologies' Gravity cloud-based solution to produce the City's Comprehensive Annual Financial Report.

Fiscal Impact Report:

Requested by:

Michael W. Loftin
Assistant City Manager Finance

Funding Source:

Information Technology Operating Budget

Cost:

\$48,000





City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

February 4, 2020

IGM Technology Corp.
2 Bloor St. West, 7th Floor
Toronto, Ontario M4W3E2
Email: lsolomon@igm.technology

RE: COG-CON-17-183 Comprehensive Annual Financial Reporting Software – RFP 17-16

Dear Mr. Gleicher:

The City of Galveston is pleased to inform you that your contract for the above service has been extended for an additional one (1) year, beginning September 18, 2020, per the contract term as stated in the **Section 5. Term:** of the contract.

Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that the contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that the City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The option to extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

Please send a signed copy of this notice as an acknowledgement and agreement to the extension, an updated Certificate of Insurance, including General Liability and Automobile Insurance, to the address above or email: purchasing@galvestontx.gov. Please call if you have any questions.

Sincerely,


Susan P. Serrano, CTPM, CTCM
Finance Department - Purchasing

Agreed:



Signature

Itzhak Gleicher

Print Name

Feb 18, 2020

Date

CEO

Title



CSIO

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS				2. INSURED'S FULL NAME AND MAILING ADDRESS			
IGM Technology Corp.				IGM Technology Corp.			
2 Bloor Street W Floor 7				2 Bloor Street W Floor 7			
Toronto		ON		POSTAL CODE M4W 3E2		Toronto	
						Ontario	
						POSTAL CODE M4W 3E2	

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
 EVIDENCE OF INSURANCE

4. COVERAGES
 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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

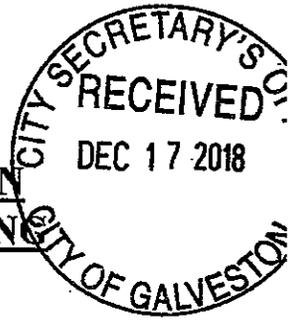
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)				
				COVERAGE	DED.	AMOUNT OF INSURANCE		
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> GROSS LIABILITY <input type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input checked="" type="checkbox"/> Employer's Liability <input type="checkbox"/>	Certain Lloyd's Underwriters through Beazley Canada Limited - 36000398	2019/10/15	2020/09/08	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	\$1,000			
						- EACH OCCURRENCE		\$3,000,000
						PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$3,000,000
						<input checked="" type="checkbox"/> PERSONAL INJURY LIABILITY OR		\$3,000,000
						<input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		
						MEDICAL PAYMENTS		\$25,000
						TENANTS LEGAL LIABILITY	\$1,000	\$500,000
						POLLUTION LIABILITY EXTENSION		
						Per Occurrence		\$1,000,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES	Certain Lloyd's Underwriters through	2019/10/15	2020/09/08	NON-OWNED AUTOMOBILES		\$1,000,000		
<input type="checkbox"/> HIRED AUTOMOBILES				HIRED AUTOMOBILES				
AUTOMOBILE LIABILITY				BODILY INJURY AND PROPERTY DAMAGE COMBINED				
<input type="checkbox"/> DESCRIBED AUTOMOBILES				BODILY INJURY (PER PERSON)				
<input type="checkbox"/> ALL OWNED AUTOMOBILES				BODILY INJURY (PER ACCIDENT)				
<input type="checkbox"/> LEASED AUTOMOBILES **				PROPERTY DAMAGE				
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE								
EXCESS LIABILITY				EACH OCCURRENCE				
<input type="checkbox"/> UMBRELLA FORM				AGGREGATE				
<input type="checkbox"/>								
OTHER LIABILITY (SPECIFY)	Certain Lloyd's Underwriters through Beazley Canada Limited - 36000398	2019/10/15	2020/09/08	Claims Made	\$1,000	\$1,000,000		
<input checked="" type="checkbox"/> Errors & Omissions								
<input type="checkbox"/>								

5. CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail N/A days written notice (except 15 days' for non-payment) to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS				7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)			
Martin Merry & Reid Limited 3 Church Street Suite 404							
Toronto		ON		POSTAL CODE M5E 1M2			
BROKER CLIENT ID: IGMTE-1				POSTAL CODE			

8. CERTIFICATE AUTHORIZATION			
ISSUER Martin Merry & Reid Limited		CONTACT NUMBER(S)	
AUTHORIZED REPRESENTATIVE Aerin Anbinder		TYPE Main NO. (416) 366-3333	TYPE Fax NO. (416) 366-0730
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Aerin Anbinder</i> MARTIN MERRY & REID LIMITED		DATE October 28, 2019	EMAIL ADDRESS aanbinder@mnr.ca



AMENDMENT IGM TECHNOLOGY CORPORATION
COMPREHENSIVE ANNUAL FINANCIAL REPORTING
SOFTWARE

Amendment Number 1 to Contract # COG-CON-17-183

**RFP 17-16 Comprehensive Annual Financial Reporting
Software**

THIS ADDENDUM is by and between the City of Galveston ("City"), a municipality incorporated under the laws of the State of Texas, Galveston Texas, and IGM Technology Corporation ("Company"), located at 2 Bloor St. West, 7th Floor, Toronto, Ontario M4W3E2.

WHEREAS, the City and IGM Technology Corporation entered into an Agreement, Contract #COG-CON-17-183, effective September 18, 2018 for commodities related to enter product here in RFP 17-16 Comprehensive Annual Financial Reporting Software

WHEREAS, the City and IGM Technology Corporation, agree to make the following amendment a part of the Agreement.

Section 9. COMPENSATION, is hereby amended and restated as follows: The City shall compensate Company for the Work at the agreed upon price of *Twenty Five thousand, dollars and zero cents (\$25,000.00)* for year one (1), *Twenty Five thousand, dollars and zero cents (\$25,000.00)* for year two (2), and *Twenty four thousand dollars and zero cents (\$24,000.00)* for year three (3) for a total *not-to-exceed amount of Seventy four thousand dollars and zero cents for three (3) years. (\$74,000.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 2 Bloor St. West, 7th Floor, Toronto, Ontario M4W3E2. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

[THE REMAINDER OF THIS DOCUMENT IS INTENTIONALLY LEFT BLANK]

COG CON 17 183 AMD 1

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

IGM Technology Corporation

By: [Signature]
Brian Maxwell, City Manager

By: [Signature]
Itzhak Gleicher, Principle

ATTEST:



[Signature]
Janelle Williams, City Secretary

APPROVED AS TO FORM

[Signature]
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS ADDENDUM, Company ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE PROVINCE OF ONTARIO §

COUNTRY CANADA §

Toronto CITY §

On this day, BEFORE ME, the undersigned, personally appeared Itzhak Gleicher of IGM Technology Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of 2015, 2018.

Eboue Talivaidis Tihal Reinbergs
Barrister and Solicitor
Notary Public and Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given

[Signature]
Notary Public in and for Ontario



City of Galveston Contract Number COG-CON-17-183

Three60Legal
Lawyers and Notaries Public
2 Bloor Street West, Unit C-16
Toronto ON M4W 3E2
1-877-360-0066



CONTRACT FOR SERVICES

Comprehensive Annual Financial Reporting Software

This Contract (the "Contract") is made and entered into this 18th day of September, 2017, by and between the City of Galveston ("City"), a Texas home-rule municipality, and IGM Technology Corporation located at 2 Bloor St. West, 7th Floor, Toronto, Ontario M4W3E2.

WHEREAS, the City of Galveston desires to obtain services in connection with a software solution that will produce (with the City's data) the City's Comprehensive Annual Financial Report (CAFR) and IGM Technology Corp., (Company), desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

RFP 17-16 Comprehensive Annual Financial Reporting Software

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the City in connection with the Project, more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that the contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that the City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. **SCHEDULE AND DELIVERABLES**: The City and its agencies will cooperate with Company to facilitate the performance of the work described in the contract. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.

8. **FORCE MAJEURE:** In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the City and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above mentioned event, Company grants City the right to reschedule the performance(s) under the same terms and conditions of this contract.

9. **COMPENSATION:** The City shall compensate Company for the Work at the agreed upon price of *Nineteen thousand dollars and zero cents (\$19,000.00)* for year one (1), *Nineteen thousand, seven hundred and sixty dollars and zero cents (\$19,760.00)* for year two (2), and *Twenty thousand five hundred and fifty dollars and zero cents* for year three (3) for a total *not-to-exceed amount of Fifty nine thousand three hundred and ten dollars and zero cents for three (3) years. (\$59,310.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 2 Bloor St. West, 7th Floor, Toronto, Ontario M4W3E2. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

10. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage
 - \$1,000,000 automobile damage
 - \$500,000 workers compensation employers' liability
 - Statutory limits for workers compensationInsurance coverage shall be on an "occurrence basis"

11. **TERMINATION:** This Contract may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City

shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

12. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

13. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and, neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The City will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

14. COPYRIGHT: All right, title and interest in and to the work products provided by Company to the City shall be the property of the City ("work product"). Methodologies, process know-how, pre-existing models & tools and other instruments of service used to prepare the work product shall remain the property of the Company.

All information, records, data or advice contained in the work product is intended solely for the use of the City, solely for the purpose stated in the scope of services and may not be relied upon by any other person, or used for any other purpose, without the express written consent of the City.

Any modification or reuse of the work product without the written verification or adaptation by Company for the specific purpose intended will be at the City's sole risk.

15. CONFIDENTIALITY: The Company shall not use or disclose any information concerning the City or information that may be classified as confidential, for any purpose not directly connected with the administration of the Agreement, except with the prior written consent of the City, or as may be required by law. Company shall treat as confidential and proprietary all information and data delivered to it by the City. Confidential information shall not be disclosed to any third party, other

than Company's subcontractor's or sub-consultants during or subsequent to the term of this Agreement.

16. **ASSIGNMENT**: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER**: The failure of any party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

18. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Comprehensive Annual Financial Reporting Software and Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

19. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

20. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

21. **APPLICABLE LAW, VENUE AND JURISDICTION**: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

22. **NOTICES**: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

IGM Technology Corp.
2 Bloor St. West, 7th Floor
Toronto, Ontario M4W3E2

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the

day and year first above written.

CITY OF GALVESTON, TEXAS

IGM Technology Corp.

By: [Signature]
Brian Maxwell, City Manager

By: [Signature]
Itzhak Gleicher, Principal

ATTEST:

[Signature]
Janelle Williams, City Secretary



APPROVED AS TO FORM

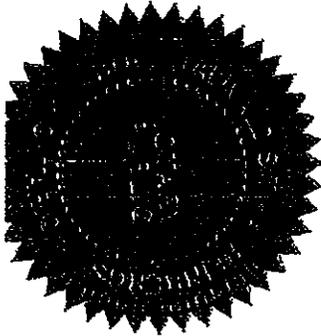
[Signature]
City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

PROVINCE
THE STATE OF ONTARIO §
COUNTRY CANADA §
TORONTO COUNTY §
CITY

On this day, BEFORE ME, the undersigned, personally appeared ITZHAK GLEICHER IGM Technology Corp., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of September 2017.



[Signature]
Notary Public in and for
457798

Eboue Tallivaklis Tihai Reinbergs
Barrister and Solicitor
Notary Public and Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given

Three60Legal
Lawyers and Notaries Public
2 Bloor Street West, Unit C-16
Toronto ON M4W 3E2
1-877-360-0066



City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

March 24, 2020

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

From: Michael Loftin, Assistant City Manager Finance

RE: Consider for action approval of a contract with Willdan Financial Services to perform a revenue sufficiency analysis for the City's Combined Utility System and Sanitation Enterprise Funds. Authorizing the City Manager to execute all documents upon approval from the City Attorney.

I. Background

- A. Periodically, the City reviews the adequacy of its water and sewer system rates in providing sufficient revenue to cover system operating and maintenance costs as well as any capital replacement and expansion required by the growth of the city and as approved by City Council.
- B. The adequacy of the sanitation fee to cover operating, disposal and fleet replacement and renewal of the sanitation equipment and vehicular fleet has not been systematically reviewed in some time.
- C. The City issued a request for proposal (RFP#20-05) on January 6, 2020 to perform an independent assessment and evaluation of existing water, sewer, garbage and recycling rates.
- D. The City received six responses with Willdan Financial being the highest rated by the five-team member evaluation committee.

II. Current Situation

- A. Willdan's proposal presented the best combination of experience and expertise as a firm and consultants as well as price.
- B. Willdan is a publicly-traded corporation that is one of the nation's leader in rate analysis and development of ratemaking methodology. The firm has a dominant presence in Texas with over ninety (90) clients in the region and over two hundred (200)
- C. rate study projects in the past twenty years.
- D. The project team assigned to the City of Galveston is based in Plano, Texas and Dan V. Jackson will be the project manager.
- E. Willdan will work with the City to design rate alternatives that recover the necessary revenue, while to the best extent possible, minimizing the impact of any adjustments on ratepayers.



III. Issues

- A. **Cost** - \$47,500 fully inclusive of all expenses and professional fees based upon the scope of work described within the technical proposal.
- B. **Terms** – the contract shall be effective for one year upon execution by the City of Galveston and will have the option to extend the contract for up to four one-year terms.
- C. **Timing** – the firm is prepared to begin the implementation of the project as soon as approved by City Council. Willdan’s project schedule anticipates completion of the analysis in approximately seventeen (17) weeks from receipt of the notice to proceed.
- D. **Impact or ramifications** – the City of Galveston will benefit from the in-depth review of available data and comprehensive demographic analysis of ratepayers in order to establish a framework for determining the appropriateness of potential rate adjustments.

IV. Recommendations

Hire Willdan Financial Services as the best qualified firm considering their extensive expertise in financial and rate modeling for governmental entities.

V. Fiscal Impact Report

Requested by: Michael W. Loftin
Assistant City Manager Finance

Funding Source: Combined Utility & Sanitation Enterprise Funds

Cost of implementation: Not to exceed \$47,500

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of March, 2020, by and between the City of Galveston, Texas, hereinafter called the “City”, and Willdan Financial Services hereinafter called “COMPANY”, located in Plano, Texas in connection with the following project:

Utility Rate Study

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached “Exhibit A”.

2. Contract Term - Contract shall be effective for one (1) year upon execution by the City of Galveston. It is agreed that City will have the option to extend the contract for up to four (4) one (1) year terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above

shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation to be paid in the first year shall not exceed **Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00)**. The subsequent renewal years are subject to escalation clause as detailed on Page 11 of RFP 20-05. The parties shall negotiate the escalation of the fee 30 days prior to exercising the renewal of this agreement. At no point shall the amount paid to the contractor exceed the base amount plus two percent (2%) of the base amount paid the previous year. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction - This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if

one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

a. **Commercial general liability insurance:**

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 professional liability (errors and omissions)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

City of Galveston | Texas

Proposal for the

Preparation of a Utility Rate Study





A./B. Cover Letter & Executive Summary

February 10, 2020

City of Galveston
Purchasing Division
823 Rosenburg Street, Room 300
Galveston, Texas 77550

Re: Proposal to Prepare a Utility Rate Study on Behalf of the City of Galveston; RFP #20-05

Dear Evaluation Committee:

Thank you for the opportunity to present this proposal to prepare a Utility Rate Study for the City of Galveston ("City"). **Willdan Financial Services** ("Willdan") is one of the largest public sector financial consulting firms in the United States. We have helped over 1,200 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

Willdan has a proven track record of completing projects on time and staying within the quoted budget. Our client references will confirm that we do not miss deadlines or exceed the quoted budget for engagements. We encourage you to contact the references provided for feedback regarding performance, commitment to our clients and adherence to project milestones.

To avoid repetition the requested cover letter and executive summary have been combined, since typically in our proposals both cover the same points.

Our team brings a set of nationally-recognized qualifications and experts that sets us apart. These qualifications include the following.

Live and Work in Texas – We will conduct this analysis both at the City and from our Plano, Texas office. We present a team of professionals with decades of experience providing economic and financial consulting services to the utility industry. Our team includes professionals with a nationwide reputation and experience in the industry, and impeccable academic credentials. Plus, the Willdan team possesses an in-depth knowledge of the local market, given our residence in Texas (though one team member resides in Florida) and experience with over 90 local cities and utilities, including over a dozen located in South and Southeast Texas. Water and wastewater rate study clients include, but are not limited to *Alamo Heights, Allen, Amarillo, Brownsville PUB, Coppell, DeSoto, Duncanville, Frisco, Garland, Grand Prairie, Hempstead, Laredo, League City, McKinney, Mesquite, North Fort Bend Water Authority, Plano, Richardson, Schertz, Seguin, Selma, Tomball, and West Harris County Regional Water Authority.*

Extensive Expertise in Financial and Rate Modeling – Our efforts will result in a focused and tailored analysis of the City's current utility rates and revenues, development of a comprehensive financial management plan, cost of service analysis based on guiding industry practices, and innovative rate design solutions. Our internationally-recognized model will have the capability to test and evaluate financial scenarios and rate design and policy assumptions. Our team has decades of experience in utility wholesale/retail rate modeling, and the dashboard-driven model tailored for the City will be both technically proficient and easy to understand and update. The Willdan rate model is considered one of the premier ratemaking tools in the industry, which has been adopted by hundreds of agencies nationwide and throughout the Pacific Region for utility rate setting. The model will be provided to City staff to prepare internal annual updates.

Effectively Communicate Study Results – Sound technical analysis is only one element of this process. It will be equally important to effectively and transparently communicate results and implications of the proposed revenue requirement and rates to City staff, Council members, key stakeholders and, ultimately, to those that will be subject to the new rates.

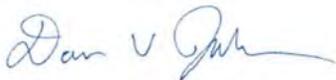
In other words, the objective of this study is not simply to write a report, deliver it to the client, and leave. We consider rate studies to be part of an overall process, the ultimate goal of which is to adopt a formal, and final five-year revenue requirement analysis and rate plan. This involves far more than the completion of a report – the public involvement process is critical, and we will work tirelessly with staff to ensure that our recommended alternatives are successfully implemented. Most of our projects incorporate significant community and/or stakeholder involvement and education efforts, and our experienced consultants are able to communicate complicated technical analysis in a manner that is easy to follow and understand. I have given over 300 public presentations before cities on the necessity of setting new rate plans over my 35 plus year career as a utility consultant. We take pride in the frequent compliments received from clients about the ease and understandability of our presentations, and the fact that critical information required to make decisions is presented in a straightforward and easy to follow manner.

Appreciate the Sensitivity of Rate Proposals – Our team understands the fact that the political, social and economic impact of rate alternatives on ratepayers is of critical importance to those responsible for deciding whether to implement proposed structures. We recognize that it is never easy to ask ratepayers to pay more for utility service. Therefore, we will work with City staff to design rate alternatives that recover the necessary revenue, while to the best extent possible minimizing the impact of any increases on ratepayers. Given the fact that team members have worked extensively in the South and Southeast Texas areas, we have a very solid understanding of the demographics and preferences of the City’s constituents.

Offer a Highly Innovative Approach – Our approach to the development of utility rates has been carefully honed over the years. We will work collaboratively with City staff to carefully assess and understand unique water and wastewater utility system concerns and issues, to develop a tailored approach that will best serve your needs. We do not use a “cookie-cutter” approach, but rather bring a combination of planning and financial expertise providing a thorough understanding of all aspects of utility operations and management. This allows us to work collaboratively to provide comprehensive business solutions. Our objective is to educate and inform throughout the process, not just at the completion of the project.

In summary, we are very excited about the opportunity to provide such a valuable service to the City of Galveston. For that reason, we will devote our firm’s resources to ensure that each of your objectives are achieved with the highest level of satisfaction. Please feel free to contact me if you have any questions or require any further clarification. I can be reached directly at (972) 378-6588, extension 1, or via email at djackson@willdan.com. Thank you once again for this opportunity. We look forward to hearing from you.

Respectfully submitted,



Dan V. Jackson
Vice President





C. Table of Contents

A./B. Cover Letter & Executive Summary	i
D. Qualifications and Experience	1
Firm Profile	1
Business Establishment	2
Project Team	2
E. Similar Engagements with Other Government Entities	21
F. Scope and Approach	23
Work Plan	23
Estimated Staff Hours	30
G. Proposed Schedule	31
Project Timeline	31
Anticipated Project Meetings	31
Project Methodology and Timeline	31
H. Other Information and Concluding Remarks	33
Willdan’s Unique Project Approach	33
Rate and Financial Planning Model	33
I. Cost of Services Schedule	Under Separate Cover
J. Required Documents	37
Appendix A	38
Appendix B – Conflict of Interest Questionnaire	48
Appendix C – House Bill 89 Verification	49
Appendix D – Property Tax Statement	51
Appendix E – Nepotism Statement	52
Appendix F – Non-Collusion Statement	53
Appendix G – Document 00435	54
Appendix J – Sections I, II, III	55
Signed Addenda	58

D. Qualifications and Experience

Firm Profile

Willdan Financial Services is one of three operating divisions within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local government. Today, WGI is a publicly-owned company (NASDAQ ticker: WLDN). WGI, through its subsidiaries, provides technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, and energy efficiency and sustainability services.

At present, WGI employs over 1,300 individuals in established offices in located throughout 26 states,

Willdan Financial Services

Founded in 1988, Willdan Financial Services (“Willdan”) is a national firm and one of the largest public sector financial consulting firms in the United States. With a staff of over 70 people, and office locations in Plano, TX; Orlando, FL; Washington, DC; Phoenix, AZ; Denver, CO; Oakland, CA; and Temecula, CA, we have helped over 1,200 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan assists local public agencies by providing these types of services:

- Utility rate and cost-of-service studies
- Capacity fee studies
- Capital planning studies
- Benchmarking studies
- Regulatory support
- Litigation support/expert witness testimony
- Real estate economic analysis
- Economic development plans and strategies
- Tax increment finance district formation and amendment
- Financial consulting
- Revenue bond financial feasibility reports
- Valuation analyses
- Classification/compensation surveys and analysis
- Development impact fee establishment and analysis
- Feasibility studies
- Long-term financial plans and cash flow modeling
- Cost allocation plans and user fee studies
- Property tax audit

The **graphic to the right** represents the location of Willdan’s client base. We work for almost every state in the union, and our clients range from the south shores of Florida to the inside passage of Alaska. We serve several international clients as well, including nations across the Pacific region.



Experience with Water and Wastewater Rate Development

Willdan’s professional staff has provided professional consulting services, including financial planning; rate and cost-of-service studies; alternative and feasibility analyses; and operational and management studies for water, reclaimed water, wastewater, solid waste, and stormwater utility clients across the United States. Additionally, **our Plano office staff, and designated project team members, are involved with the development of the rate-setting methodologies set forth in the American Water Works Association (AWWA) M1 Manual “Principles of Water Rates, Fees and Charges,” and the Water Environment Federation (WEF) Manual of Practice No. 27, “Financing and Charges for Wastewater Systems.”** Willdan is nationally recognized for its expertise with staff frequently being called upon to speak or instruct on utility financial matters, as subject matter experts, including the AWWA Utility Management conference.



Business Establishment

Listed below is an abbreviated timeline specific to Willdan Financial Services’ business name changes, as well as its longevity.

- June 24, 1988 – Firm was established under the name Muni Financial System, Inc.
- September 28, 1990 – name changed from Muni Financial System, Inc., to Muni Financial Services, Inc.
- February 13, 1998 – name changed from Muni Financial Services, Inc., to MBIA MuniFinancial.
- September 20, 1999 – name changed from MBIA MuniFinancial to MuniFinancial.
- February 29, 2008 – name changed from MuniFinancial to Willdan Financial Services.
- April 6, 2015 – Economists.com (Plano-based consulting firm co-founded by Mr. Dan Jackson) merged with Willdan Financial Services.

Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product on time and on budget. With that philosophy in mind, we have selected several experienced professionals for this engagement.

Mr. Jackson is the principal-in-charge and will serve as project manager for this engagement. In this role, he will participate in the kick-off meeting, provide direction and supervision throughout the project, and present preliminary and final recommendations to City staff and the City Council. Mr. Jackson is a co-founder, Managing Director and Chief Executive of Economists.com. Since the acquisition of Economists.com, he now serves as a Willdan Financial Services Vice President. Mr. Jackson has 34 years of experience in financial consulting for water, wastewater, stormwater, solid waste and electric utilities throughout Texas, the southwest, the United States and Pacific Region. Mr. Jackson is a frequent speaker at utilities conferences and trade associations. He is also a published author; his novel **The Forgotten Men** is available at Amazon.com and other media outlets.

With more than 35 years of professional utility accounting/ratemaking, finance and energy procurement consulting experience, **Mr. Daniel Lanning will serve as the project’s senior analyst.** Mr. Lanning has prepared over 150 national and international utility related studies, evaluations and professional testimony. Furthermore, Mr. Lanning will share knowledge gained through his involvement with AWWA/WEF, developing industry professional standards. He is a contributing author to the WEF Manual of Practice No. 27 – Financing and Charges for Wastewater Systems and **was involved in the most recent update to the AWWA M1 Manual – Principles of Water Rates, Fees and Charges.** He also has been a presenter at numerous utility association conferences and seminars. Working closely with Mr. Jackson he will develop the analyses under the City’s scope of services.

Ms. Tara Hollis, CPA, CVA, MBA will provide analytical support to this engagement. Ms. Hollis specializes in rate and cost of service studies, feasibility and financial reports, and debt structuring analysis for the issuance of utility indebtedness for major capital improvement programs. She has an extensive range of experience in financial analysis including budget analyses, customer and usage analyses, development of revenue requirements, cost of service allocations, and sensitivity analyses related to the implementation of conservation efforts. Included in these broad areas of financial analyses are detailed analyses pertaining to the sufficient recovery of revenue such as utility rates and rate design alternatives, the determination of specialized user fees and charges, service availability and impact fees, and various miscellaneous service charges. Ms. Hollis is a Certified Public Accountant and Certified Valuation Analyst.

Resumes

A resume for each proposed team member has been provided on the pages that follow.

Dan V. Jackson, MBA

Vice President and Managing Principal

Education

*Master of Business Administration,
University of Chicago;
Specialization in Finance/Accounting*

*Bachelor of Arts,
University of Chicago;
Major in Social Sciences
Dean's Honor List*

Areas of Expertise

Rate Design

Cost of Service

Financial Forecasting

Strategic Planning

Utility/Company Valuation

Acquisition Analysis

Privatization Analysis

Economic Impact and Development

Expert Witness Testimony

Affiliations

Member, American Water Works Association

National Association for Business Economics

Commissioner, Community Development Commission, City of Dallas, TX, 1993-1995

Other

The Forgotten Men – Fiction – Mediaguruz Publishing; Amazon.com

35 Years' Experience

Mr. Jackson has 35 years of experience as an international financial expert, having completed more than 300 water, wastewater, electric, gas, solid waste and stormwater rate/cost of service studies and long-term financial plans for clients in the United States and the Pacific Region. He also has served as an expert witness in state court, federal court and before several public utility commissions. Mr. Jackson's prior experience includes positions with Deloitte and Touche, Arthur Andersen and Reed-Stowe and Company. In 1997, Mr. Jackson co-founded Economists.com LLC, which became an international consulting firm with offices in Dallas and Portland, Oregon. Willdan acquired Economists.com in 2015, and he now serves as Vice President and Managing Principal. Mr. Jackson has given dozens of lectures and presentations before professional associations and is also a published author; his novel **The Forgotten Men** is available on Amazon.com.

Mr. Jackson's experience is summarized below.

Water/Wastewater – Rate Studies and Long-term Financial Plans

- Alamo Heights, TX 2018
- Allen, TX 2007, 2009, 2012
- Amarillo, TX 2017
- Aqua Water Supply Corporation, TX 2003
- Balch Springs, TX 2017
- Brady, TX 2016
- Brownsville PUB, TX 2020
- Castroville, TX 2016, 2018
- Cedar Hill, TX 2016, 2018
- Celina, TX 2014, 2018, 2019
- Cibolo Creek Municipal Authority 2012, 2015
- Coppel, TX 2017
- Denton County FWSD 1A, TX 2017
- Denton County FWSD 8C, TX 2018
- DeSoto, TX 2005 – 2019
- Donna, TX 2007, 2011, 2012, 2013, 2015, 2016
- Duncanville, TX 2002, 2003, 2007, 2013, 2014, 2018
- El Paso County WCID #4, TX 2005, 2007, 2010, 2011, 2015
- El Paso County Tornillo WCID, TX 2006, 2010
- Fairview, TX 2016, 2018
- Frisco, TX 2017
- Garland, TX 2009 – 2012
- Grand Prairie, TX 2019
- Groesbeck, TX 2001, 2004
- Hackberry, TX 2006
- Harker Heights, TX 2006
- Hewitt, TX 2009 – 2015
- Hondo, TX 2019
- Hutchins, TX 2017, 2019
- Jonah Special Utility District, TX 2006
- Kaufman, TX 1994



D. Jackson
Resume Continued

- Kempner WSC, TX 2014 – 2015
- Laguna Madre Water District, TX 1991, 1994, 1999, 2005, 2014, 2018
- Laredo, TX 2018, 2019
- La Villa, TX 2007
- League City, TX 2019
- Leander, TX 2017 – 2018
- Liberty Hill, TX 2018, 2019
- Little Elm, TX 2001, 2004, 2008 – 2016
- Los Fresnos, TX 2007
- McKinney, TX 2010, 2016
- Mercedes, TX 2001, 2003
- Mesquite, TX 2018
- Midlothian, TX 2000, 2003, 2006, 2010, 2011, 2016
- North Fort Bend Water Authority, TX 2011, 2016
- Oak Point, TX 2006, 2011
- Paris, TX 1995
- Parker, TX 2016
- Plano, TX 2017
- Port of Houston Authority, TX 2001
- Princeton, TX 2012
- Prosper, TX 2005, 2016, 2018
- Raymondville, TX 2001
- Richardson, TX 2016
- Robinson, TX 2012, 2014, 2015
- Robstown, TX 2014, 2015
- Rowlett, TX 2009, 2017, 2019
- Royse City, TX 2007, 2011, 2018
- Rockwall, TX 2018
- Sachse, TX 2014
- San Juan, TX 2019
- Schertz, TX 2012 – 2018
- Schertz-Seguin Local Govt Corp, TX 2010 – 2019
- Seguin, TX 2015 – 2019
- Selma, TX 2018
- Sonora, TX 2012
- Southmost Regional Water Authority, TX 2001
- Tomball, TX 2018
- Troup, TX 2006
- Venus, TX 2005, 2012
- Waxahachie, TX 2012
- West Harris County Regional Water Auth, TX 2003, 2006, 2010, 2011
- Webb County, TX 2011
- Whitehouse, TX 2008
- Winona, TX 2009
- Yancey Water Supply Corporation, TX 2005
- Bisbee, AZ 2000 – 2005, 2018
- Buckeye, AZ 2013, 2015, 2016
- Camp Verde Sanitary District, AZ 2006, 2008
- Carefree, AZ 2018

- Casa Grande, AZ 2009
- Chino Valley, AZ 2010 – 2018
- Chloride Domestic Water Imp District, AZ 2003
- Clarkdale, AZ 2005
- Clifton, AZ 2018
- Cottonwood, AZ 2004, 2007, 2009
- Douglas, AZ 2009, 2011
- Eagar, AZ 2006, 2011, 2012
- Eloy, AZ 2007, 2011 – 2013
- Florence, AZ 2008, 2012
- Flowing Wells Improvement District, AZ 2008
- Goodyear, AZ 2014, 2015
- Holbrook, AZ 2004
- Marana, AZ 2008 – 2013, 2016
- Miami, AZ 2010 – 2012, 2015
- Nogales, AZ 2011, 2015 – 2016, 2018
- Patagonia, AZ 1999, 2002
- Payson, AZ 2006, 2010, 2012, 2013, 2014
- Prescott, AZ 2008
- Quartzsite, AZ 2004, 2009, 2011, 2012, 2018
- Queen Creek, AZ 2004, 2007, 2015, 2016
- Safford, AZ 2006
- San Luis, AZ 2002, 2012, 2013, 2017, 2018
- Show Low, AZ 2011, 2014
- Somerton, AZ 1999, 2002, 2005 – 2010, 2018
- Tombstone, AZ 2001
- Tonto Village DWID, AZ 2018
- Wellton, AZ 2003
- Willcox, AZ 2002
- Winslow, AZ 2016, 2018
- Yuma, AZ 2007, 2014, 2015, 2018
- North Chicago, IL 2001, 2005
- Ada, OK 2014, 2015, 2018
- Chickasha, OK 2016
- Edmond, OK 2010, 2015, 2017, 2018
- Miami, OK 2009, 2014, 2017
- Pryor, OK 2016
- Hot Springs, AR 2005, 2009 – 2018
- North Little Rock Wastewater Utility, AR 1999, 2003, 2006, 2011 – 2015
- Russellville, AR 2013, 2014, 2015
- Sarpy County, NE 2018
- South Adams County WSD, CO 2013

Water, Wastewater, Gas, Electric – Pacific Region Experience

- Commonwealth Utilities Corporation, Saipan 2005 – 2018
- American Samoa Power Authority 2009, 2014, 2017
- Electric Power Corp, Samoa 2013
- Water Authority of Fiji 2016, 2017, 2019
- Palau Public Utilities Corporation 2008, 2018
- Guam Power Authority 2011

Solid Waste and Stormwater – Rate Studies and Long-term Financial Plans

▪ Duncanville, TX	2007
▪ Hewitt, TX	2010
▪ Mercedes, TX	1999
▪ San Marcos, TX	2018
▪ San Luis, AZ	2003, 2013
▪ Somerton, AZ	2006
▪ Hot Springs, AR	2011, 2012, 2013, 2016
▪ Miami, OK	2009

Water/Wastewater – CCN/ System Valuations and Acquisitions

▪ Avondale, AZ	2006
▪ Buckeye, AZ	2013 – 2015
▪ Casa Grande, AZ (private)	2015
▪ Chino Valley, AZ	2006, 2016, 2018
▪ Clarksdale, AZ	2009
▪ Cottonwood, AZ	2009, 2012
▪ Florence, AZ	2007, 2014
▪ Marana, AZ	2009, 2010
▪ Pine Strawberry Water Imp District, AZ	2009
▪ Prescott, AZ	2006
▪ Prescott Valley, AZ	1998
▪ Queen Creek, AZ	2008, 2011
▪ Show Low, AZ	2010, 2011
▪ Aubrey, TX	2015
▪ Arlington, TX	1999, 2001
▪ Celina, TX	2006, 2015
▪ Forney Lake WSC, TX	2016
▪ Gunter, TX	2006
▪ Kempner WSC, TX	2016
▪ Rockwall, TX	2005
▪ Taylor, TX	1999
▪ Trinity Water Reserve, TX	2000
▪ Whitehouse, TX	2006
▪ Van Alstyne, TX	2019
▪ North Chicago, IL	2001
▪ North Little Rock WWU, AR	2015

Water/Wastewater – Impact Fee Studies

▪ Cibolo Creek Municipal Authority, TX	2015
▪ East Medina County Special Utility District, TX	2000
▪ Harlingen, TX	2005
▪ Laguna Madre Water District, TX	1993, 1996, 2000, 2003
▪ Los Fresnos, TX	2006
▪ Mesquite, TX	1996
▪ Marana, AZ	2011 – 2014
▪ Prescott, AZ	2007
▪ San Luis, AZ	2002
▪ Wellton, AZ	2003
▪ Yuma, AZ	2004, 2007, 2016

- Hot Springs, AR 2005, 2009, 2016

Water/Wastewater – Other Studies

City of Paris, TX – Campbell’s Soup Co. wholesale contract review/negotiations

City of Conroe, TX – Evaluation of proposed long-term wholesale contract

Cities of Bellmead, Woodway and Hewitt, TX – Least cost alternative analysis and assistance with wholesale contract negotiations with City of Waco

City of Lubbock, TX – Analysis of reasonableness of rates for Franklin Water System, January 2002

City of Rockwall, TX – Wholesale contract review, 2005

City of Miami, OK – Non-rate revenue study, 2010

Town of Payson, AZ – Financial feasibility and economic impact study of C.C. Cragin Reservoir, 2011

City of Duncanville, TX – Water and wastewater cost allocation study, 2002

City of Whitehouse, TX – Economic analysis of potential acquisition of a water supply corporation, 2006

City of Midlothian, TX – Drought management plans, 2001

City of Midlothian, TX – Assistance with wholesale contract negotiations, 2000 – 2001

City of Arlington, TX – Cost of service study for non-water/sewer revenues, 1997

City of Arlington, TX – Lease vs. purchase analysis of city fixed assets, 1998

City of Donna, TX – Water and wastewater affordability analysis, 2005

Southmost Regional Water Authority – Economic and financial impact of proposed desalination treatment plant, 2001

Texas Water Development Board Region M – Financial feasibility analysis of water resource alternatives, 2006

Laguna Madre Water District; Port Isabel, TX – Lost/unaccounted for water study, 1992

Schertz Seguin Local Government Corporation, TX – Assistance in contract negotiations with SAWS, 2010

California-American Water Company – Reasonableness of rate structure for City of Thousand Oaks, 2003

California-American Water Company – Reasonableness of rate structure for City of Felton, 2004

Forsyth County, GA – Business plan with extensive recommendations for managing unprecedented growth in volume and customer connections. Ten-year projection of operating income, 1998.

City of Lakeland, FL – Valuation of wastewater reuse alternatives over 20-year timeframe

Border Environment Cooperation Commission and City of Bisbee, AZ – Wastewater system improvements plan, 2003

Water Infrastructure Finance Authority of Arizona – Evaluation of 40-year wastewater construction financing plan for Lake Havasu City, 2002

Water Infrastructure Finance Authority of Arizona – Comprehensive residential water and wastewater rate survey for the state of Arizona, 2004 – 2008

D. Jackson
Resume Continued

City of Plano, TX – evaluation of long-term contract with North Texas Municipal Water District, 2015 – 2016

Expert Witness Testimony

City of Arlington, TX – Seven separate cost of service analyses and testimony in wholesale contract rate proceedings before TNRCC. Largest ongoing wastewater rate dispute in Texas history, 1990 – 1994.

Cameron County Fresh Water Supply District No. 1 vs. Town of South Padre Island (TNRCC Docket 30346-W) – Expert testimony on reasonableness of rate structure, 1992.

Cameron County Fresh Water Supply District No. 1 vs. Sheraton Hotel/Outdoor Resorts (TNRCC Docket 95-0432-UCR) – Expert testimony on reasonableness of rate structure, 1993.

City of Celina, TX (SOAH Docket 2003-0762-DIS) – Expert testimony on the proposed creation of a Municipal Utility District, 2004.

East Medina County Special Utility District, TX (SOAH Docket 582-02-1255) – Expert testimony on CCN application, 2003.

East Medina County Special Utility District, TX (SOAH Docket 582-04-1012) – Expert testimony on CCN application, 2004.

City of Karnes City, TX – Expert testimony on valuation of CCN before the Texas Commission on Environmental Quality, 2009.

City of Princeton, TX (SOAH Docket 582-06-1641 and TCEQ Docket 2006-0044-UCR) – Expert testimony on ability to serve proposed service territory, 2007.

Town of Little Elm, TX (SOAH Docket 582-01-1618) – Expert testimony on reasonableness of rate structure, 2001.

Schertz Seguin Local Government Corporation – Expert testimony addressing application of San Antonio Water System for groundwater permits for Gonzalez County UWCD, 2009.

City of Ruidoso, NM – Expert testimony on reasonableness of wastewater rates, 2010.

City of Hot Springs, AR – Expert witness testimony on reasonableness of solid waste rates, 2010.

Dallas County Water Control and Improvement District No. 6 (TNRCC Docket 95-0295-MWD) – Hearing on the merits for proposed wastewater treatment plant permit, 1995.

Commonwealth Utilities Corporation Saipan -- Expert testimony before Commonwealth Public Utilities Commission on reasonableness of rate structure, 2010 – 2015.

City of Mesquite, TX vs. Southwestern Bell Telephone Company (No. 3-89-0115-T, U.S. Federal Court Northern Texas) – 18-year estimate of revenues excluded from municipal franchise fees by SWB. Expert testimony on SWB accounting and franchise policies and discovery disputes, 1991 – 1995.

City of Port Arthur, et. al., vs. Southwestern Bell Telephone Company (No. D-142,176, 136th Judicial District Court of Beaumont, Texas) – 20-year estimate of revenues excluded from municipal franchise fees by SWB. Expert testimony on SWB accounting and franchise policies. Case settled on first day of trial for approximately \$30 million, 1993 – 1995.

Southwestern Bell Telephone Company vs. City of Arlington, TX (No. 3:98-CV-0844-X, U.S. Federal Court Northern Texas) – 15-year estimate of access revenues excluded from municipal franchise fees by SWB. Expert testimony on SWB accounting and franchise policies, 1996.

D. Jackson
Resume Continued

Metro-Link Telecom vs. Southwestern Bell Telephone Company (No. 89-CV-0240, 56th Judicial District Court Galveston County, TX) – 20-year pro forma model calculating lost revenue from the cancellation of a trunk line leasing contract. The model formed the basis of a \$5.7 million judgment against SWB, 1994

Complaint of the City of Denton against GTE Southwest, Inc. (PUC Docket 14152), 1994

GTE vs. City of Denton (No. 95-50259-367, 367th Judicial District Court of Denton County, TX) – 10-year estimate of revenues excluded from municipal franchise fees by GTE, 1994 – 1996

MAS vs. City of Denton, TX (No. 99-50263-367, Judicial District Court of Denton County, TX) – Testimony on reasonableness of franchise fee payment calculations

Regulated Utilities – USA

City of Miami, OK – Electric, water and wastewater and electric rate study, 2006

Bonneville Power Administration – Participation in Average System Cost (ASC) program, including proposed changes in ASC methodology, 1988 – 1990

Houston Lighting & Power – Feasibility/Prudence analysis of South Texas Nuclear Project vs. alternate forms of energy. Analysis formed the basis of partner’s expert testimony before the Public Utility Commission of Texas, 1988

Kansas Power & Light – Analysis of proposed merger with two separate companies, 1988

Greenville Electric Utility System – Development of short-term cash investment policy in accordance with state law, 1989

Horizon Communications – Business plan development, 2000

City of Mercedes, TX – Economic Impact of New City Projects, 2000

Telecommunications

City of Dallas, TX – Forecast of economic and financial construction and non-construction damages resulting from franchise’s failure to fulfill terms of agreement, 2004

City of Dallas, TX – Financial evaluation and forecast of alternative wireless services contracts, 2005

City of Dallas, TX – Evaluation and advice concerning VOIP contract with SBC, 2003

Voice Web Corporation – Economic/financial forecast and strategic plan for CLEC development, 2001

United Telephone of Ohio – Pro forma forecast model projecting the impact on financial statements of proposed changes in state telecommunications regulatory structures. Model was used as the basis for privatization bids for Argentine and Puerto Rican Telephone Companies, 1988

Bonneville Power Administration – Evaluation and financial forecast of long-term fiber optic leasing operation, 1999

Bonneville Power Administration – Economics of Fiber Analysis, 1999

City of Portland, OR – Municipal Franchise Fee Review, 2000

US West, Inc. – Valuation study and financial forecast of headquarters operation. Used as basis for Partner’s allocated cost testimony before the Public Utility Commission in Washington and Utah.

Virgin Islands Telephone Company – Business interruption study assessing impact of Hurricane Hugo on company operations, outside plant, and total revenue. Included valuation and 10-year financial forecast of revenues and expenses, 1990.

D. Jackson
Resume Continued

Star-Tel – Estimate of revenues lost due to rival’s unfair business practices, 1995

Cities of Denton and Carrollton, TX – Review of municipal franchise fee payments by GTE, 1994 – 1996

Winstar Gateway Network – forecast of average lifespan per ANI for specific customer classes

Advisory Commission on State Emergency Communications – Review of E911 Equalization Surcharge Payments by AT&T, ATC Satelco, and Lake Dallas Telephone Company

Northern Telecom – Projection of potential revenue generated from the long-term lease of DMS-100 switching units to Pacific Bell

Publications / Presentations / Seminars

- ***The Forgotten Men (fiction)*** – Mediaguruz Publishing, 2012
- *Raising Water and Wastewater Rates – How to Maximize Revenues and Minimize Headaches* – Arizona Small Utilities Association, August 2002; Texas Section AWWA, April 2003
- *Wholesale Providers and the Duty to Serve: A Case Study*; Water Environment Federation, September 1996
- *Lease vs. Purchase – A Guideline for the Public Sector*; Texas Town and City, March 1998
- *An Introduction to Lease vs. Purchase*; Texas City Managers Association, May 1998
- *Technische Universiteit Delft* – Delft Netherlands; Annual Infrastructure Conference – May 2000, 2001
- *The US Water Industry – A Study in the Limits of Privatization*; Technische Universiteit Delft – Delft Netherlands, March 2007
- *The New Information Economy: Opportunity or Threat to the Rio Grande Valley?*; Rio Grande Valley Economic Summit, Oct 2000
- *The Financial Benefits of Regionalization – A Case Study*; Texas Water Development Symposium, September 2010
- *Developing Conservation Water Rates Without Sacrificing Revenue*; TWCA Conference, San Antonio, TX, October 2012
- *Water Rates – Challenges for Pacific Utilities*; Pacific Water and Wastes Conference, American Samoa, September 2014

Daniel D. Lanning

Senior Consultant and Financial Analyst

Education

*Bachelor of Science,
Accounting, Bentley
University, Waltham
Massachusetts*

Areas of Expertise

Management Consulting

Impact Fee Studies

Financial Analysis

*Utility Rate and Cost
Studies*

*Feasibility and Financial
Analysis and Reporting*

Expert Witness

Utility Regulation

Affiliations

*American Water Works
Association*

*Texas Section American
Water Works Association*

Societies

*American Water Works
Association; Member:
Rates and Charges
Committee, Accounting
and Finance
Subcommittee; Member
Task Force revising
AWWA Manual M1 –
Water Rates and Charges;
Member Task Force to
prepare AWWA Manual
M52 – Developing Rates
for Small Systems;
Member Task Force to
edit/revise AWWA
Manual M29 –
Fundamentals of Water
Utility Capital Financing.*

Mr. Lanning is a management consultant with extensive experience in utility and energy matters. Since becoming a consultant nearly 30 years ago, Mr. Lanning has served as project manager, task leader and key staff person on numerous impact fee, cost of service, asset valuation, financial feasibility and management studies for public and private water, sewer, solid waste and stormwater utilities. He has also conducted numerous financial/economic feasibility and management studies, as well as electric deregulation planning and energy commodity procurement and negotiation support engagements. In addition, he has presented testimony and reports before local and federal courts and state regulatory agencies supporting positions on revenue requirement, cost of service, tariff/rate design, and electric and gas fuel adjustment clauses.

Prior to becoming a consultant, Mr. Lanning was a member of the New Hampshire Public Utilities Commission (PUC) staff where he held several positions including Assistant Finance Director, Chief Auditor at the Seabrook Nuclear Power Plant, and a PUC Examiner assisting the Commission's compliance with the Public Utility Regulatory Policies Act (PURPA).

As a consultant, Mr. Lanning has been instrumental in developing and updating water, sewer, stormwater, and solid waste impact fees, cost of service, rate, and long-term financial planning studies. These studies regularly involve reviewing and evaluating utility capital improvement plans, capital financing alternatives, operating statistics and budget reporting and developing computer financial models for various types of government entities.

Professional Experience

Mr. Lanning has led and participated in over 100 important financial, rate and impact fee studies and projects as a consultant. A sample list of water and wastewater rate and impact fee analysis projects are listed below.

- League City, TX (W/WW Rate Study)
- Rowlett, TX (W/WW Rate Study)
- Royse City, TX (W/WW Rate Study)
- San Juan, TX (W/WW Rate Study)
- Grand Prairie, TX (W/WW Rate Revenue Requirement Study)
- McKinney, TX (W/WW Rates)
- Frisco, TX (W/WW Rates)
- Amarillo TX (W/WW Rates)
- Laredo, TX (W/WW Rates)
- Brady, TX (W/WW Rates)
- San Luis, AZ (W/WW and Solid Waste Rates)
- Celina, TX (W/WW Rate Study)
- Rockwall, TX (W/WW Rates; Asset Valuation)
- Los Fresnos, TX (W/WW Rates)
- Winslow, AZ (W/WW Rates and Bond Feasibility Study)
- Balch Springs, TX (W/WW Rates)

D. Lanning

Resume Continued

Societies

Water Environment Federation: Member Financing and Charges for Wastewater Systems Task Force that prepared WEF Manual of Practice No. 27, Financing and Charges for Wastewater Systems.

Over 30 Years of Utility Accounting, Finance and Ratemaking Experience

- Hutchins, TX (W/WW Rates)
- University Park, TX (W/WW Rates)
- Highland Park, TX (W/WW Rates)
- Schertz, TX (W/WW Rates)
- Beeville, TX (W/WW Rates)
- West Harris Regional Water Authority, TX (Wholesale Water Rates)
- Plano, Garland, Richardson and Mesquite, TX (Evaluation of Wholesale Water Contract)
- Midlothian, TX (W/WW Rates)
- Fairview, TX (W/WW Rates)
- Richardson, TX (W/WW Rates)
- Schertz Seguin Local Government Corporation (Wholesale Water Rates)
- Seguin, TX (W/WW Impact Fee)
- Liberty Hill, TX (W/WW Impact Fees)
- Yuma, AZ (W/WW Capacity/Impact Fees, Solid Waste)
- Hot Springs, AR (W/WW Impact Fees and Non-Revenue Water Audit)
- Marana, AZ (W/WW Impact Fees)
- Cibolo Creek Municipal Authority, TX (W/WW Impact Fees and WW Rate Analysis)
- Fort Worth, TX (W/WW Impact Fees)
- Douglas, AZ (Solid Waste Rates)
- North Little Rock Wastewater Utility, AR (WW Rates)
- Westminster, CO (W/WW Rates)
- Duluth, MN (WW Rates)
- Lansing, MI (CSO Value Engineering Study)
- Oswego, NY (W/WW Rates)
- New Bedford, MA (CSO Affordability and SRF Funding Application)
- Brewer Water District, ME (W Rates)
- DC Water and Sewer Authority (now DC Water) (W/WW Rates)
- Los Angeles Department of Water and Power (Integrated Resource Plan – Financial Model)
- Fort Worth, TX (Wholesale Rates & Contract Negotiations)
- Falls Church, VA (Utility Asset Valuation)
- USAID (Bosnia and Herzegovina sector wide financial strengthening of water/ wastewater utilities)
- Waller Lansden Dortch & Davis, LLP (Representing Trustee of Jefferson County, AL sewer debt)
- OK Foods Inc., Muldrow, OK (W Rates)
- Corporation (IFC) and Egyptian Ministry of Housing, Utilities & Urban Developments (Purchase Feasibility Study)
- City of Nashua, NH (Negotiation Support – Purchase of Private Water System)

D. Lanning
Resume Continued

Recent Project Experience

City of Rockwall, TX – Water and Wastewater Rate Study (Senior Financial Analyst, 2018): Mr. Lanning prepared a water and wastewater rate analysis and report for the City of Rockwall. The report included recommended rates and a financial plan for the next 10 years. The study included evaluations of alternative rate structures and an impact analysis of recommended rate increases on customers.

City of Celina, TX – Water and Wastewater Rate Study (Senior Financial Analyst, 2018): Mr. Lanning prepared a water and wastewater rate analysis and report for the City of Celina. Since the City is growing rapidly, the report included recommended rates for the next three years with a recommendation of an annual review to confirm growth estimates continue as planned. The report also included a 10-year financial plan for the water and wastewater utilities. Several alternative rate structures were developed and an impact analysis of these alternative on customers and the City were provided. Finally, the impact of recommended rate increases on customers was prepared.

Town of Fairview, TX – Water and Wastewater Rate Study (Senior Financial Analyst, 2016 and 2018): Mr. Lanning prepared a water and wastewater rate analysis and report for the Town of Fairview. The report included recommended rates and a financial plan for the next 10 years. The study included evaluations of alternative rate structures and an impact analysis of recommended rate increases on customers.

City of Midlothian, TX – Water and Wastewater Rate Study: As a key member of the Willdan project team, Mr. Lanning prepared an updated water and wastewater rate analysis and report for the City of Midlothian (a long-standing Willdan/Economists.com client). The report included recommended rates and a 10-year financial plan. Updates included several new wholesale customer rates based on contract terms and supported by the utility method in determining cost of service for wholesale customers (as recommended in the AWWA M1 Manual). An impact analysis of recommended rate increases on customers was provided in the draft and final reports.

City of Winslow, AZ – Wastewater Rate Study and Long-term Financial Plan (Senior Financial Analyst, 2016): Willdan was retained by the City of Winslow to prepare a financial evaluation rate study of the City's wastewater in anticipation of a bond issue. Mr. Lanning was a key member of the Willdan project team that prepared the wastewater rate analysis and report for the City. In developing our forecast, Willdan reviewed the City's operating and financial performance and made forecasts based on assumptions developed through interviews and data provided by City staff and review of historical financial performance by the Wastewater Fund. The report included recommended rates and a financial plan for the next 10 years. The study included evaluations of alternative rate structures and an impact analysis of recommended rate increases on customers.

City of San Luis, AZ – Solid Waste, Water and Wastewater Rate Study (Senior Financial Analyst, 2017): Mr. Lanning prepared a solid waste, water and wastewater rate analysis and report for the City of San Luis. The report included recommended rates and a financial plan for the next 10 years. The study included evaluations of alternative rate structures and an impact analysis of recommended rate increases on customers.

City of Schertz, TX – Water and Wastewater Rate Study (Senior Financial Analyst, 2015): In 2015, Mr. Lanning prepared a water and wastewater rate analysis and report for the City of Schertz (a long-standing Willdan /Economists.com client). The report included recommended rates and a financial plan for the next 10 years. Updates included several new customer

classes and an impact analysis of recommended rate increases on customers.

City of Yuma AZ – Water and Wastewater Capacity (Impact) Fee Study (Senior Analyst 2016): Mr. Lanning was a key member of the Willdan project team retained by the City of Yuma to develop a schedule of maximum water and wastewater capacity fees. The methodology used to develop the capacity fees was reflective of that put forth in Arizona Revised Statute 9-463.05. The City’s capital improvement plan included projects designed both to repair and replace current capacity and to expand total system capacity to meet the needs of new growth. The project team utilized the CIP to develop recommended maximum capacity fees for each basin in the City.

The capacity fee process adhered to a basic, generally-accepted methodology so that it could be properly calculated and implemented. The methodology is known as the Total Cost Attribution method and was considered by the project team to be the most appropriate for Yuma and closely matches the methodology outlined in Arizona Revised Statute 9-463.05. The City used the maximum fees developed in the study as guidance in adopting reasonable water and wastewater capacity fees.

Town of Marana, AZ – Water and Wastewater Impact Fee Study (Senior Analyst 2017): Mr. Lanning was a key member of the Willdan team retained by the Town of Marana to develop a schedule of maximum water and wastewater impact fees. The methodology used to develop the Marana Impact Fees was reflective of that put forth in Arizona Revised Statute 9-463.05. Using the Town’s Infrastructure Improvement Plan which includes projects designed to expand total system capacity to meet the needs of new growth, the project team developed recommended maximum impact fees for each basin/benefit area within the Town.

City of Fort Worth, TX – Water and Wastewater Impact Fee Study (Project Manager, 2004): Mr. Lanning led a team of experts selected by the City of Fort Worth’s Water Department to update Water and Wastewater Impact Fee report for 2004 in accordance with Texas local government codes as mandated by state statute. Public acceptance of the new fee was a critical component of this project. The Water and Wastewater Impact Fee report consists of the following components: land use assumptions (LUA), capital improvements plan (CIP) and impact fee schedule of charges. The project team updated the LAU and CIP, assisting department staff in conducting meetings with stakeholder groups (citizen advisory committee on impact fees, wholesale water and wastewater advisory committee/subcommittee on impact fees, the City Council, and the public) by providing public relations support. The team prepared the requisite reports and assisted the City in implementing revised water and wastewater impact fees within the timeframe mandated by state statutes.

City of University Park, TX – Water and Wastewater Rate Study (Project Manager, 2013): Mr. Lanning served as project manager of a team of experts that completed a cost of service and rate design study for University Park that included an evaluation of customer class usage patterns; an allocation of cost of service to customer class based on demand; identification of large users (residential and commercial) and development of alternative rate structures designed to enhance water conservation. Tests were performed to determine impacts of decreased use on utility revenue and a reserve was recommended to offset variations in water use due to weather or significant changes to customer use patterns.

Bank of New York Mellon versus Jefferson County, Alabama, et al., in the Circuit Court of Jefferson County, Alabama, Case Number CV 2009-02318 (Expert Witness, 2010): Deposed as an expert witness regarding reasonableness of sewer rates and appropriate sewer design alternatives on behalf of the Bank of New York Mellon (the Trust) by its attorneys; Waller

Lansden Dortch & Davis, LLP.

District of Columbia Water and Sewer Authority (Senior Analyst, 2006 – 2007): Mr. Lanning provided analysis for a cost of service and rate design alternative evaluation prepared for the District of Columbia Water and Sewer Authority. The study evaluated current and projected water and wastewater rates and three rate design alternatives. The purpose of this cost of service study was to determine whether the existing rates recover costs from the various customer classes or groups in proportion to the cost of providing service to those classes or groups. The study concluded that the existing rates were not significantly understated and that the rate structure met most of the WASA Board criteria. Some improvement could be made by increasing the customer charge to recover the true cost of service for customer accounting and billing as well as developing a private fire protection fee and an upfront contribution program for customers with special improvement requirements.

Professional Activities

- *User Fees: Cause and Effect* – Presenter – 2003 Arkansas Water Works and Water Environment Association Conference Short School “Visionaries for Arkansas,” April 2003.
- *How Utility Rates and Charges Are Determined* – Presenter – Kansas Water Environmental Association, 58th Annual Conference – April 2003.
- *Rate 101 Seminar – Fundamentals of Water and Wastewater Rates* – Government Financial Officers Association of Texas 2004 Annual Conference – April 2004 – Presenter (“Revenue Requirements”) and Lead Moderator.
- *Alternative Financing Available for Water/Wastewater Utility Energy Saving Improvements: Two Examples From New York* – C. Korzenko and D. Lanning, (co-presenters) American Water Works Association (AWWA) 2005 Annual Conference and Exposition – San Francisco.
- *Rate 101 Seminar – Fundamentals of Water and Wastewater Rates* – Government Financial Officers Association of Texas 2005 Fall Conference – November 2005 – Presenter (“Revenue Requirements”) and Lead Moderator.
- *“Planning and Financing Water and Wastewater Utility Infrastructure Replacement”* – S. Kuhr, G. Nestel, H. Reynolds and D. Lanning – Underground Infrastructure Management - magazine and web site – five articles published between 2005 and 2008.
- *“Now That I Must Do It, How Do I Do It? What You Need to Know About the Fundamentals of Water Utility Capital Finance – An Introduction to AWWA’s New and Improved Manual M29,”* American Water Works Association (AWWA) conference ACE 07 Workshop June 24, 2007 – Workshop Presenter – “Financial Requirements Planning Process.”
- *“Everything You Ever Wanted to Know About Finance Management but were Afraid to Ask: An Overview of the New AWWA Financial Management for Water Utilities Manual,”* American Water Works Conference (AWWA) ACE 08 Workshop, June 8, 2008 – Workshop Presenter – “Operational and Capital Planning, Capital Assets, CIP and Planning, Benchmarking, Strategic Financial Planning.”
- *“Inside/Outside Rates: Refinements in the M1 Manual”* Eric Rothstein and Dan Lanning; AWWA 2012 Annual Conference and Exhibits (ACE12) Rate and Charges Committee Session “AWWA’s Updated M1 Manual – Perspectives on a Changing World,” June 13, 2012.



Tara Hollis CPA, CVA, MBA

Principal Consultant

Ms. Hollis is a Principal Consultant with Willdan Financial Services and has more than 21 years of experience. She resides in the firm’s Orlando, Florida office and has provided consulting services throughout the southeast and across the country. Ms. Hollis has provided utility rate, financial, economic and capital planning services for water, wastewater, stormwater, reclaimed water, solid waste and electric utility systems. She specializes in rate and cost-of-service studies, capital planning, feasibility and financial reports, debt structuring analyses for the issuance of utility indebtedness, and valuation studies for mergers or acquisitions.

Rate and Cost-of-Service Studies – Ms. Hollis has extensive experience in utility rates and cost-of-service studies, **having prosecuted more than 140 studies**. Such experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost-of-service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics. It should also be noted that Ms. Hollis has prosecuted **over 35 system development fee (capacity fee) studies** throughout the course of her career.

Revenue Bonds, Feasibility Analyses and Capital Funding – Ms. Hollis has been involved in the preparation of Bond Resolutions, Official Statement Financial Feasibility Reports, Certificates of Compliance, Additional Bonds Test certificates, and other related documents in support of \$1 billion of long-term indebtedness. The funding proceeds have been utilized for such purposes as utility acquisitions, expansion of facilities and various other capital improvement needs. In addition, she has developed capital funding strategies utilizing various combinations of bonds, bank loans, government assistance loans (i.e. State Revolving Funds) and grants. She also has extensive experience related to reviewing and analyzing compliance with bond covenant requirements and contractual obligations.

Utility System Valuations – Ms. Hollis has conducted **over 150 valuation studies** using various techniques including the cost approach, income approach, and comparable sales approach for water, wastewater, and electric utility systems. She has developed detailed financial forecasts and cash flow models to be used in utility acquisition assistance including contract negotiations, transitional, transactional, and financial feasibility analysis. Additionally, Ms. Hollis holds the Certified Valuation Analyst designation from the National Association of Certified Valuators and Analysts.

Professional Experience

- Development of extensive and dynamic computer models for water, wastewater, reclaimed water and stormwater rate studies, feasibility studies, forecasts, and valuations.
- Development of retail and bulk rates; impact fees; capital funding plans; and user rates and charges including the preparation of water, wastewater, reclaimed water, and stormwater user rate studies for public utilities.
- Water conservation rate analysis, structuring, and enactment.
- Miscellaneous service charges for a variety of customer request services including customer deposits, water meter installation charges, water and wastewater taps, turn-on charges, and the initiation of service charges.
- Development and analysis of the adequacy of wholesale rates and rate components for revenue and litigation purposes.

Education

Master of Business Administration, University of Central Florida

Bachelor of Science, Business Administration, University of Central Florida

Certifications

C.P.A. Florida, No. AC-0031100

Certified Valuation Analyst

Areas of Expertise

Business & Financial Analysis

Dynamic Computer Modeling

Utility Rate and Cost Studies

Feasibility and Financial Analysis and Reporting

Debt Structuring Analyses

Expert Witness Testimony and Litigation Support

Assessment Programs

Acquisition, Valuation and Divestiture Services

Equity Recapture Strategies

Utility Optimization Services

Utility Regulatory Services

Affiliations

American Water Works Association

National Association of Certified Valuators and Analysts, Member

American Institute of Certified Public Accountants

T. Hollis, CPA, MBA
Resume Continued

Papers, Publications, and Presentations

“Financial Forces Impacting Utility Systems,” presented at the Growth and Infrastructure Consortium Annual Conference, Bradenton, FL, November 2014

“Financial Forces Impacting Small Utility Systems.” 2014 Indiana Section AWWA Conference, February 2014.

“Financial Sustainability as a Basis for Utility Management.” South Carolina Rural Water Association Decision Maker’s Summit 2011; April 2011.

“Discussion of Outside City Utility Rate Surcharge.” Special Meeting – Various Municipality Leaders in State of Florida (Hosted by the City of North Miami Beach and the City of North Miami). October 2008.

21 Years’ Experience

- Development of assessment programs for utility system projects including streetlights, fire, and utility system undergrounding.
- Facilitate focus groups and stakeholder coordination meetings relative to the impact of potential rate adjustments on customers.
- Prepared Request for Inclusion, loan documents, ordinances / resolutions, and monthly pay applications, Davis-Bacon Wage requirement audits, etc.
- Preparation of grant administration paperwork.
- Development of Customer Accommodation Programs for water and wastewater.
- Assistance with litigation, negotiations, and expert witness services. Served as an expert witness in utility rate and financial matters.
- Assistance and documentation for revenue and other special forms of tax-exempt bond financing including detailed projections and reports to support the issuance of over \$1 billion in long-term indebtedness.
- Prepared Bond Resolutions, Official Statement, Certificates of Compliance, Additional Bonds Test certificates, and other related documents in support of long-term indebtedness.
- Conducted valuation studies using various techniques including the cost approach, income approach, and comparable sales approach for water, wastewater, and electric utility systems, and developing detailed financial forecasts and cash flow models to be used in damages calculations.
- Utility acquisition assistance including contract negotiations, transitional, transactional, and financial feasibility analysis.
- Preparation of Utility Annual Reports and review of compliance issues as required by the Bond Resolutions.

Utility Consulting Professional Services Experience

- | | | |
|------------------------|---------------------------|-----------------------------|
| - Hot Springs, AR | - Hot Springs Village, AR | - Tonto Village DWID, AZ |
| - Apopka, FL | - Bay County, FL | - Bay Laurel Center CDD, FL |
| - Cape Coral, FL | - Citrus County, FL | - Clermont, FL |
| - DeLand, FL | - Eustis, FL | - Fellsmere, FL |
| - Fernandina Beach, FL | - Fort Meade, FL | - Fort Myers Beach, FL |
| - Fruitland Park, FL | - Indian River Shores, FL | - JEA, FL |
| - Lake Wales, FL | - Lake Worth, F | - Longboat Key, FL |
| - Mulberry, FL | - Nassau County, FL | - North Miami Beach, FL |
| - Oviedo, FL | - Palm Bay, FL | - Polk City, FL |
| - Port St. Lucie, FL | - Sanibel, FL | - Sarasota County, FL |
| - Seminole County, FL | - South Daytona, FL | - Tymber Creek Utility, FL |
| - Vero Beach, FL | - Winter Haven, FL | - Winter Park, FL |
| - Greensboro, NC | - Hillsborough, NC | - Lexington, NC |
| - Chickasha, OK | - Celina, TX | - Hondo, TX |
| - League City, TX | - Liberty Hill, TX | - SSLGC, TX |
| - Van Alstyne, TX | - West Harris Co. | - RWA, TX |

Select Relevant Experience

Utility Undergrounding District – Town of Longboat Key, FL: Developed assessment methodology for two projects to underground the electric utility system throughout the Town. As the Town is located within two counties, the database and assessment role information had to be standardized to make the methodology application compatible for both County Property Appraiser and Tax Assessor offices. Both of the projects required a referendum and public vote. In addition to preparing the methodology and assessment rolls, participated in the bond validation hearings to obtain debt financing for the undergrounding project.

Water Lease Audit – Schertz/Seguin Local Government Corporation, TX: Reviewed and verified water lease payments to its various leaseholders. This project included reviewing lease terms and calculating payments in accordance with lease terms and conditions; tying owner information to property appraiser data records where available; developing an interactive spreadsheet model to be used for future calculations and updates moving forward in accordance with lease provisions; and identifying any over/underpayments for individual leases for the prior two fiscal years.

Streetlight Assessment Program – City of Oviedo, FL: Developed a non-ad valorem streetlight assessment program to recover the annual costs associated with maintaining and operating the streetlights throughout the City. The project included developing a defensible methodology to assign costs to each property, as well as the associated assessment role.

Comprehensive Water, Wastewater, and Reclaimed Water Rate Study – Bay Laurel Center CDD, Ocala, FL: The main objectives of this study were to develop rates that would further promote water resource conservation and continue to provide revenue sufficiency; modify reclaimed water rates; and review, update, and recommend a comprehensive list of miscellaneous charges.

Water, Wastewater, and Reclaimed Water Financial and Operational Optimization Report – City of Vero Beach, FL: Identified and modeled optimization options including reviewing and recommending engineering, efficiency, cost center, revenue and expense, staffing, funding, and billing options. Included benchmarking against industry standards and comparative utilities; Billing Frequency Analysis on customer data; comparing alternate rate structures; and completing a Readiness-to-Serve Charge Study.

Wastewater Treatment Program – City of Mulberry, FL: Implemented funding strategies and bridge financing alternatives for the Wastewater Improvements Program. Prepared multiple comparisons and utility rate financial explorations. Assisted in rate adjustments and revenue sufficiency analysis for water and wastewater. Obtained 66% grant for program implementation through the State Revolving Fund. Acted as FDEP liaison during construction.

Water, Wastewater, and Reclaimed Water Systems Valuation – City of Vero Beach, FL: Prepared a valuation report to determine the approximate value of the City's water, wastewater, and reclaimed water systems. Valuation included a value for the entire system as well as a value for two fractional components: mainland unincorporated areas and within the City limits on both the mainland and beach areas. The valuation services included acquiring historic background information and documentation, performing field inspections, and asset verifications. Three methodologies were used in the final report which included the Cost Approach, Income Approach, and Comparable Sales Approach. Additionally, the report included an analysis of the economic and financial impacts to the City and the General Fund as a result of the potential sale of the systems.

T. Hollis, CPA,CVA, MBA
Resume Continued

Water and Wastewater Rate Study and Impact Fee Study – City of South Daytona, FL: During the course of the study, it was determined that the City’s user rates and charges should meet a number of goals and objectives including: 1) equitable recovery of costs; 2) continued conservation initiatives; 3) revenue sufficiency; 4) administrative compatibility; and 5) public understandability. After reviewing the customer data and usage patterns, Willdan developed recommendations concerning conversion of the monthly base charge to a service availability charge to be applied per AWWA meter equivalencies, changes to the usage blocks, and the consolidation of the pass-through adder from the City of Daytona into the monthly gallonage rates for both water and sewer. Additionally, as part of this assignment, Willdan customized its interactive water and wastewater rate model for the City to be used as a dynamic tool to review the impacts of various changes to the City’s rate structure.

Utility Consulting Services – Bay County, FL: Ms. Hollis has been providing utility rate, financial and planning consulting services to the County since 2006. This has included performing comprehensive water and wastewater rate and cost-of-service studies; developing wholesale rates; updating capacity fees; preparing revenue bond financial feasibility reports; and providing valuation and acquisition services and expert witness testimony.

E. Similar Engagements with Other Government Entities

Willdan's Plano office has been assigned responsibility for the City's proposed utility rate study. The following presents the five relevant engagements conducted in the last three years, which were managed by the Plano office. Additional references will be provided upon request.

Water and Wastewater Rate Study | City of Amarillo, TX

Willdan was engaged to conduct a comprehensive review of the water and wastewater rates and complete a full cost of service rate study for the City of Amarillo. The City needed to fund \$450 million of water and wastewater system capital improvements to improve quality of service and provide a well-functioning system. Further, the City has had to absorb significant cost increases from its regional provider, Canadian River Municipal Water Authority (CRMWA). The Willdan study recommended a new comprehensive rate plan that will enable the City to fund its capital improvements and rate increases from CRMWA. When the study was complete the multi-year rate plan was adopted by City Council.

Contact Information: Ms. Laura Storrs, Director of Finance
Tel #: (806) 378-6207 | Email: laura.storrs@amarillo.gov

Project Dates: March 2017 – November 2017

Contract Amount: \$65,000

Water and Wastewater Cost of Service Rate Study | City of Plano, TX

Willdan was engaged by the City of Plano to prepare a comprehensive water and wastewater rate study and long-term financial forecast for fiscal year 2017 and beyond. The City is approaching buildout and is transitioning its water and wastewater utility to a mature, low-growth state. Additionally, the City must absorb significant expected increases from its wholesale water supplier, North Texas Municipal Water District. Finally, the City is weighing the prospect of diverting from a pay-as-you-go structure for funding capital improvements to a debt-funding alternative. The overall objective was to develop a long-term rate plan that will enable the City to fund these expenses while minimizing the impact on ratepayers. This study was completed in late 2017, and the Council unanimously adopted the multi-year rate plan recommended by the study.

In January 2020, the City engaged Willdan to prepare a new water and wastewater rate study. This study is currently under way.

Contact Information: Mr. Mark Israelson, City Manager
Tel #: (972) 941-7121 | Email: marki@plano.gov

Project Dates: April 2017 – November 2017

Contract Amount: \$65,000

Water and Wastewater Rate Study | City of Laredo, TX

Willdan was engaged to conduct a wastewater rate study by the City of Laredo. This study was later expanded to include the water utility as well. The City is experiencing a significant amount of new growth, which is impacting revenue and cost structure. Additionally, the City requires the construction of substantial new wastewater treatment facilities to service the actual and forecast growth. Another major concern is the increasing need to develop new water resources to service future population. The project team has worked extensively with staff and Council members to design a comprehensive rate plan that will recover the revenues required to fund increasing expenses and capital improvements. The study was completed in early 2019 with the results adopted by the City Council.

Contact Information: Mr. Michael Rodgers, Assistant Utilities Director
Tel #: (956) 721-2000 | Email: mrodgers@laredo.tx.us

Project Dates: June 2017 – January 2019

Contract Amount: \$35,700

Water and Wastewater Rate Study and Financial Forecast | City of Mesquite, TX

Willdan was engaged in February 2018 by the City of Mesquite to prepare a comprehensive water and wastewater rate study and long-term financial forecast for fiscal year 2018 and beyond. The City serves around 51,500 accounts and 3 wholesale customers. Additionally, the City must absorb significant expected increases from North Texas Municipal Water District. The overall objective was to develop a long-term rate plan that will enable the City to fund these expenses while minimizing the impact on ratepayers. The project team recommended a five-year rate plan that was adopted by the City Council.

Contact Information: Ms. Debbie Mol, Director of Finance
Tel #: (972) 288-7711 | Email: dmol@cityofmesquite.com

Project Dates: February 2018 – July 2019

Contract Amount: \$45,000

Water and Wastewater Cost of Service and Rate Design Forecast | City of Seguin, TX

The City engaged Willdan to develop a comprehensive water and wastewater rate plan for the period FY 2015 through FY 2024. The City faces the need to spend tens of millions of dollars to repair and replace its aging water distribution and wastewater collection system. Further, the City is beginning to experience a significant level of growth in both its commercial and residential sectors.

The project team developed a multi-year water and wastewater rate plan that uniformly applied rate adjustments to all customer classes based on projected revenue requirements. The rate plan is intended to fully fund needed capital improvements over the next five years. Additionally, as part of this study, special rates were developed for a new large water customer based on that customer's cost of service. The rate model designed for the City included a specific cost of service for each class of water and wastewater customers in accordance with AWWA and WEF ratemaking guidelines. The City Council adopted the multi-year rate plan after a public hearing in open session in September 2015.

The project team also provided a more in-depth analysis of the City's options regarding the financing of long term capital improvements to the water and wastewater system. These options included the development impact fee to ensure that the new growth paid its share of the capital improvement costs.

Willdan has provided ongoing assistance to the City of Seguin on a variety of matters relative to their water and wastewater utility for the past decade. This includes service to the supplier co-owned by the City of Seguin, the Schertz-Seguin Local Government Corporation.

Contact Information: Mr. Douglas Faseler, City Manager
Tel #: (830) 401-2302 | Email: cm@seguintexas.gov

Project Dates: March 2019 – March 2020 (*estimated completion date*)

Contract Amount: \$17,500 (*2019 contract only*)

F. Scope and Approach

This section presents our approach to performing the major tasks required to successfully complete the tasks outlined in this utility rate study approximately 17 weeks from receipt of the notice to proceed.



Work Plan

Task I: Project Kick-off, Data Acquisition and Assessment – Duration: 4 Weeks

The project team will meet with City staff at the outset of this project. The purpose of this meeting will be to discuss study goals and objectives, review requirements for completing each task, establish responsibilities and lines of communication, and refine the work plan and schedule. We have found in prior studies that these meetings are beneficial in terms of gathering required data, finalizing study objectives, and ensuring that the goals of both the project team and the City are synonymous.

Willdan will conduct a kick-off meeting with the City where stakeholder considerations and project objectives are outlined. There are two levels to this initial meeting – the first is to discuss study goals and objectives, review the scope and requirements for completing each task, and establish responsibilities and lines of communication. The second major area will focus on reviewing data needs and availability, and refinement of the project work plan and schedule.

Based on our experience, it is most effective to obtain and review some of the City’s information prior to the first meeting. We will prepare a detailed list of data requirements pertaining to the subsequent financial, engineering and consumption analysis. Willdan will submit a request for information to the City upon receipt of a notice to proceed so that City staff can begin compiling data and the project team can initiate the review of the data and develop questions for clarification and follow up. City staff will be responsible for providing all data, documentation, utility financial and operational policy mandates, and City Council and management direction regarding the water and sewer utility operations, financial and rate practices that are required to successfully complete each task of this study.

As these studies are data intensive, and to remain on schedule, it is imperative that all data be provided in a timely manner and be delivered in an electronic format. This approach respects your staff’s time and ensures that we are completely prepared for a productive first meeting.

During this initial site visit the project team will tour City facilities and meet with the appropriate City staff. The project team will be available to meet with other City representatives as deemed appropriate by City staff.

The project kick-off meeting will be followed by an in-depth review of data available to support the utility rate study. The data will be reviewed for completeness and to ensure a sufficient understanding of historical utility operations. The data collection and review process will be ongoing throughout the process as the need for additional information arises.

We will review each system's five-year financial plan assumptions for system growth, customer usage, expenditure and economy factors and other relevant information. We will conduct an evaluation of the utility system's current capacity to issue new debt as well. Based on our review of the current growth projections, forecast expenditures, capital needs, current condition, consumption trends and more, we will recommend modifications to the previous assumptions. The new projections and assumptions will be built into the financial and cost of service rate models and the scenario alternatives developed for the City. Each alternative will be evaluated for compliance with the City's ordinances, fiscal policies and level of achievement toward the fiscal objectives of the City's utility services.

Before variables are identified and projected into the revenue requirements, the project team will prepare a baseline revenue and rate analysis. **Willdan will utilize a "cash-needs" approach**, where cash needs refer to the total revenue required by the utility to meet its cash expenditures. Basic revenue requirement components of the cash-needs approach include O&M expenses, debt-service payments, contributions to specified reserves, and the cost of capital expenditures that are not debt-financed or contributed from other sources. The revenue requirements analysis will be developed for a five-year planning period, based upon the utility's existing financial statements, to test for base year revenue sufficiency. If operating revenues are shown to be deficient, revenue adjustments will be implemented to adequately recover costs. This baseline analysis will be used as a point of reference and comparison for scenarios and analysis developed during the course of the study.

In developing reliable and accurate revenue and financial projections, it is necessary to project and analyze the impact and sensitivity of multiple and sometimes complicated variables. We will develop the revenue requirements component of the comprehensive financial plan to include operating (water supply, treatment, personnel, etc.) and non-operating (debt, depreciation, etc.) costs incurred by the water and sewer utilities.

Task II: Demographic Analysis and Billing Analysis – Duration: 3 Weeks

The project team will prepare a comprehensive demographic analysis of ratepayers as a pretext to the development of the long-term water and sewer rate plan. This is a standard feature of all our rate studies, as it provides information that is critical in establishing a framework for determining the appropriateness of potential rate adjustments.

The project team will develop current data specific to number of households; median household income; average water and sewer monthly bill, both total and as a percentage of household income; and monthly water and sewer charges for other municipal water and sewer utilities.

The data developed in this section will help City staff and other decision makers gauge the relative burden of water and sewer monthly charges compared to similar Texas utilities. This will help determine the sensitivity and reasonableness of alternative rate adjustment proposals. It will also be useful information to present at public hearings.

Historical Billing Data Analysis. The data requested in Task I will provide instructions for the development of historical customer billing information. It is anticipated that the billing information will be provided in a format necessary to summarize water and sewer system accounts and usage by customer class for a recent historical period for which audited revenues exist. The customers and usage provide the basis on which operating revenues are derived and are therefore the primary factors utilized in reviewing the user rates and charges. As such, the historical billing data provides an important basis for analyses that will be used to develop assumptions for projecting revenues under existing and/or proposed rates. Given the critical nature of this task, the project team will work closely with assigned staff members to ensure that the customer and consumption/usage/collection data is as accurate as possible.

Customer and Usage Forecast/Peak/Growth (Flow/Load and Volume/Frequency of Collection) Projections. The utility system accounts and respective usage will be forecast for up to a five-year planning period. Such projections will be developed by considering historical growth trends, peak demands, climatological patterns, local economic conditions, potential for adding/losing major utility customers, changes in customer class usage patterns over time, and experienced judgment. The forecast usage projections will be based on the projected number of utility accounts and a usage per account analysis to differentiate the historical effects of account growth and increased (decreased) average usage by customer class.

Revenue Test. The most recent 12 months of billing data will be used in the model’s rate calculator to determine water and sewer rate revenue based on current rates. This will be compared to the actual revenue reported in the billing data to verify the utility accounts and volumes have been captured correctly as inputted into the model.

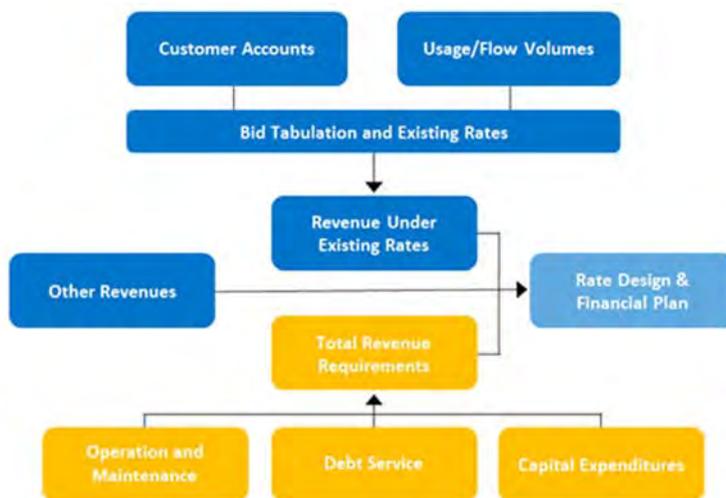
Task III: Determine Revenue Requirements – Duration: 4 Weeks

During this task the project team will determine overall revenue requirements for the current year and for a five-year forecast period. Requirements will reflect the City’s current policies and practices regarding appropriate levels of fund balance, interfund transfers, and capital financing (including debt service coverage levels and debt-to-equity ratios). Accordingly, revenue requirements that will meet financial performance measures will be determined.

Concurrent with the development of the projected operating results, the study will review the general financial health of the utility operations and, as necessary, make recommendations for changes in fund balances, reserves, and debt service coverage ratios to maintain financial integrity and a stable bond rating.

The ultimate objective of this task is to determine overall revenue requirements for the water and sewer utility systems. The process of functionalizing these costs between water services such as pumping, storage, transmission, treatment and distribution, and sewer functions such as collection and treatment will be addressed in Task V.

The first step in this analysis is to gain some historical perspective on these systems, which will be provided by City staff. This includes analyzing the data provided in response to the data request (Task I) such as current and historical volumetric data, customer and account data, budgets, financial statements, capital expenditures, customers, debt service, historical water and sewer rates, current rates, rate setting procedures, and historic collection efficiency.



Total revenue requirements for the water and sewer utilities will be calculated after analyzing the data outlined above. The revenue requirements consist of the total cost to provide this service, including operation and maintenance (O&M) costs, transfers to General Fund, purchase water (GCWA) and wastewater treatment costs, debt service requirements (including coverage requirements) on existing and any proposed new debt, direct capital outlays financed by rates, and other financial needs.

O&M costs will be projected based on our analysis of past operating data, and by detailed expenditure categories and, if necessary, by component system. These projections will be based on past trends, expected inflation levels, new facilities that may affect operating costs, changes in the customer base, and other factors. We will also consider the levels of cash reserve funding required for the water and sewer system operations in our determination of the revenue requirements.

The development of a reasonable set of assumptions concerning future capital spending (CIP) for repairs and replacements and system expansion is one of the most critical elements of the revenue requirement. The project team will discuss all components of this category with City staff, including the expected amount of CIP, funding alternatives (i.e. pay-as-you-go vs. long term, e.g., tax vs. revenue bonds), expected reserve requirements, and coverage requirements. It is essential that all parties agree on the reasonableness of these assumptions, since they will have the greatest impact on the recommended rate alternatives. As noted earlier, this involves balancing what needs to be spent from an operations/engineering perspective with the willingness and ability of ratepayers to pay. Finally, the project team will discuss with City staff the types of additional capital improvement projects that may be required and the timing and source of funding for each. Variation in these assumptions will form the basis of the alternative rate designs to be presented.

Once the total costs of providing water and sewer utility services have been calculated, these costs will be compared to the actual billing and collection for the past several fiscal years. This will have the effect of determining both the adequacy of the billing and collection procedures in effect, and the degree to which customers are currently paying the costs of providing this service.

Task IV: Determine User Characteristics and Customer Classes (Incl. Sales Forecast Review and Revenue Test) – Duration: 2 Weeks

A fundamental principle of cost-of-service ratemaking for water and sewer services is for costs to be allocated to user groups based on the peak demands each group places on the system. In the case of water service, demands typically are measured in terms of base and peak demands that are critical to the sizing and operation of system facilities. For sewer service, demands usually are measured in terms of customer flows and sewage strength characteristics that determine wastewater treatment plant influent loadings. These demands are collectively referred to as “user characteristics.”

This task involves determining the appropriate groupings of customers so that customers with similar user characteristics populate the same customer class. For cost-allocation purposes, customers are grouped into different classes based on differences in their user characteristics. The development of information for grouping customers and allocating costs to specific customer groups is an essential step in the ratemaking process, to ensure that costs will be recovered from these groups in direct proportion to their use of the system. As with all of Willdan’s studies, the AWWA Manual M1 will provide the framework for the allocation methodology.

The determination of customer user characteristics as noted above will include a careful review of the City’s sales volume histories and forecasts. The volume data must be considered as a whole and separately for each defined customer class. Methodologies for projecting water and sewer revenues will be assessed to confirm appropriate accounting for expected growth, water losses, inflow and infiltration, and normal weather conditions. Historical water sales data used for forecasting purposes will be reconciled against water production records; historical wastewater flow and loadings data will be used to determine flows and loadings for the system and individual customer classes.

Task V: Cost Functionalization, Classification and Allocation – Duration: 4 Weeks

In this task the project team will calculate the cost of water transmission, treatment and distribution, and wastewater collection and treatment, based on the information gathered in previous tasks. As discussed in Task III, these costs include such categories as O&M (personnel, chemicals, engineering, administrative, equipment maintenance, vehicles, materials, etc.), reserves, debt service, and capital outlays funded by rates (assuming that the Cash Basis is utilized). These costs will then be assigned to individual customer classes through a three-step apportionment process.

These steps are referred to as “functionalization,” “classification,” and “allocation.”

- **Functionalization** involves the categorization of utility costs according to the utility functions these costs are incurred to perform. Typical water utility functions include treatment, pumping, storage, distribution, and customer billing; sewer functions include treatment, collection, disposal, and customer billing.
- **Classification** is the apportionment of functionalized utility costs according to the types (or classes) of demands served by the utility. For water utilities, AWWA M1 Manual ratemaking methodologies prescribe classification of costs according to base, maximum-day, maximum-hour, and customer demands. WEF and EPA methods classify sewer costs according to flow, biochemical oxygen demand (BOD) loadings, and total suspended solids (TSS) loadings.
- **Allocation** is the assignment of classified utility costs to individual customer classes. Costs are allocated proportionately to customer classes based on their contributions to total utility system demands.

Under typical circumstances, standard industry ratemaking principles and practices as outlined in AWWA and WEF ratemaking manuals serve as the foundation for cost allocations to customer classes. These industry manuals are not prescriptive and recognize the need to afford utility decision makers the flexibility to reflect local circumstances.

Task VI: Alternative Rate Designs for Current Year and Five-Year Forecast – Duration: 3 Weeks

After allocating costs to customer classes, a plan will be developed for evaluating rate design options that will recover allocated costs, including O&M, debt service, and reserve requirements. In this task, the current year and five-year forecast rate design alternatives will be presented separately. This will enable City staff to evaluate both its immediate short-term needs and its longer-term needs under each alternative.

The rate model spreadsheet will be developed in a dynamic manner such that Willdan and City staff will be able to analyze various “what-if” scenarios detailing the financial impacts under each scenario. The rate structure alternatives will be developed to recover the projected revenues needed to fund utility operations, recognizing equitable cost recovery by customer class, establishing reasonable recovery of costs from existing and new utility customers, and complying with applicable regulations and policies. **Importantly, we will ensure that any proposed rate design can be easily incorporated into the City’s billing system.**

We intend to consult closely with City officials to develop a consensus on the most appropriate alternative rate designs for each alternative. During this task we intend to accomplish the following objectives:

- Determine whether any rate classes are subsidizing the others, and the degree to which any subsidy is equitable;
- Estimate the impact of the proposed rate structures on conservation efforts;
- Provide a detailed delineation of the advantages and disadvantages of each alternative;
- Calculate the impact of any proposed “transition period” into the new rates;
- Compare the recommended rates to the City’s five-year historical rate structure; and
- Prepare the cost of water and utility service per household based on the new rate design (also known as a “bill impact analysis” which is commonly performed in our rate studies).

If so desired, we will moderate an internal review/discussion with management regarding such topics as operational objectives, long term objectives, rate impacts on users, alternative rate designs, rate elasticity and use of rate studies in implementing rate changes.

Specific attention will be given to the sensitivity of system revenues to possible decreases in water usage prompted by a more aggressive conservation rate structure. Rate designs will be subjected to revenue generation tests and reviewed for administrative efficiency.

In instances where cost-of-service-based changes in revenue responsibility will result in significant rate increases for any one customer class, the merits of implementing rate changes over a multi-year period will be discussed with City staff. If appropriate, multi-year rate transition plans will be developed that meet, to the extent possible, expressed criteria for rate change acceptance. The project team will meet with City officials prior to unveiling any recommendations to City Council or the public to review the initial alternatives and to make any revisions as deemed appropriate by City staff and management.

Task VII: Prepare and Present Recommendations/Deliverables – Duration: 6 Weeks

The project team will prepare a concise draft and final rate study report. The report will include documentation of the analyses conducted for each study task as well as recommendations for implementation, administration and future updating. The report will provide detailed information on the determination of revenue requirements, document allocations of revenue requirements to functional parameters and customer classes, and alternative rate recommendations for each utility. Information on the impact of recommended rate changes to customers' typical monthly bills will be provided. The steps in the rate calculations will be described clearly so that there is a full understanding of the technical steps and assumptions contained in the determination of the rates.

We will conduct a formal presentation of the report and the most significant findings to City staff and City Council. The presentation will include easy-to-understand graphic displays (in Microsoft PowerPoint). As indicated earlier, we take great pride in our ability to develop a summary presentation that documents the findings and recommendations in an easy to understand format, which will facilitate both the decision-making process and the degree of acceptance for the rate plan within the community.

The project engagement will include applicable project meetings with City staff, a public presentation to City Council, preparation of a report summarizing the financial evaluation and study results, and development of a computerized rate model using Microsoft Excel. Bound copies of the final rate study report will be provided to the City, along with an electronic copy of the report (bookmarked and indexed) and rate model (developed in Microsoft Excel) provided on CD or thumb drive.

Task VIII: City Council and Public Involvement – Duration: 3 Weeks

Our project team is a strong advocate of the need for a comprehensive public involvement program to accompany any changes in the City's water and/or sewer fees. It is important that ratepayers have a proper understanding of the reasons for any proposed rate changes, and the impact of these changes on their monthly bills. It is also important for City staff to reach out to the public, to solicit comment and input, to determine the preferences among ratepayers as to alternative rate structures, and to ensure that accurate information is disseminated among the community. We are willing to conduct a public hearing for the ratepayers at a time and location to be set by City staff. This hearing will be critical to obtain input from the public and answer any inquiries as to the findings and conclusions of the study.

Task IX: Project Management and Quality Control – Duration: Continuous Kick-off through Final Report

The proposed utility rate study will be effectively managed through a variety of project planning and monitoring tools, including the project budget and schedule and regular project progress reporting.

Willdan's perspective on technical and logistical issues is based on and consistent with common quality assurance and quality control (QA/QC) business standards. Although the QA/QC concept has historically been applied to manufacturing and engineering standards, the concept can also be applied to utility services such as those proposed herein. For service-oriented businesses, quality control (QC) is any procedure or set of procedures intended to ensure

that a performed service meets the requirements of the client or customer. Similarly, but not identical, quality assurance (QA) is defined as a procedure or set of procedures intended to ensure that a service under development (before work is complete, as opposed to afterwards) meets specified requirements. An effective quality assurance system will increase customer confidence, enhance a company's credibility, improve work processes and efficiency, and enable a company to better compete with others. For Willdan, the QA/QC concept is based on overall "Company Quality." This concept includes a focus on the client, the company personnel and the final product. Willdan has realized that success is only possible if the project manager leads the quality process by example. As such, the company-wide quality approach places an emphasis on three aspects:

- 1. Communication** – This is a reoccurring theme behind each Willdan procedure and activity. We believe that frequent and open communication, both with the client and our own personnel, is the true key to completing a successful project engagement. Specific communication measures utilized by Willdan during the project include active discussions and e-mail correspondences during the data acquisition stage of the project, periodic status reports, meetings to review assumptions and projections, conference calls as necessary to ensure that those involved in the process are "on the same page," and delivery of study output in portions as completed to allow for a more effective review by staff.
- 2. Relationships** – Although this document places specific attention on the project as defined in the RFP, one of our primary goals with any new project is to develop a positive relationship with the client. While the key to the success of a project is communication, the key to the success of Willdan is the client relationship. Of course, there is direct correlation between items 1 and 2 because communication and a successful project are the foundation for a long-term relationship.
- 3. Product** – For a utility rate study project, the final product is generally considered to be the report, delivered upon project completion. However, there are many other elements that lead to the development and generation of the final report. Of these other elements, the rate model (and applicable software) represents the primary component in the development of the rate analysis. As such, the development of the rate model is where much of the QA/QC efforts are focused. Specific measures utilized by Willdan during the course of the project to ensure that the data provided and final rate model is accurate and complete include performing internal peer reviews for calculation accuracy, reviewing data input information with City staff (e.g. historical customer data, budgets, financial reports, capital improvement program, etc.), walking staff members through the model for understanding and auditing, and actively seeking reviews and revisions from each participating project team member. As a result of upfront due diligence, the possibility of significant inaccuracies is mitigated.

Estimated Staff Hours

Willdan will be committing the project manager, a senior analyst and one project analyst to this project. City staff participation will include data gathering, e.g., bill summary data, attending meetings/presentations and telephone conference calls. If requisite billing summary data from the City's billing software can be easily obtained, we estimate the staff's combined level of effort will be approximately 40 hours over the 17 weeks anticipated to complete this study.

The table below presents the estimated hours by task and team member for this engagement.

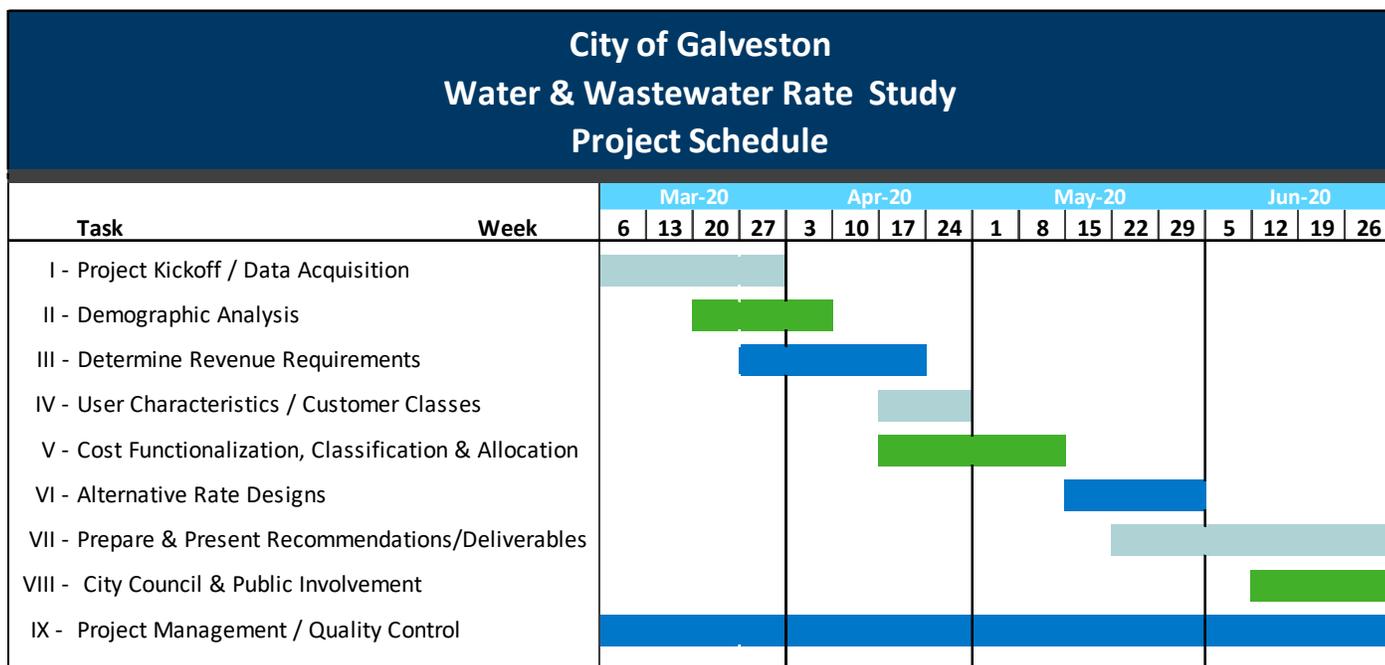
City of Galveston Water & Wastewater Rate Study Estimated Hours				
	D. Jackson Project Manager	D. Lanning Sr Project Analyst	T. Hollis Project Analyst	Total
Work Plan				
Task I – Project Kick-off, Data Acquisition & Assessment	8.0	8.0	8.0	24.0
Task II – Demographic Analysis & Billing Analysis	8.0	8.0	16.0	32.0
Task III – Determine Revenue Requirements	8.0	16.0	16.0	40.0
Task IV – Determine User Characteristics & Customer Classes	8.0	8.0	16.0	32.0
Task V – Cost Functionalization, Classification & Allocation	8.0	8.0	16.0	32.0
Task VI – Alternative Rate Designs	8.0	16.0	16.0	40.0
Task VII – Prepare & Present Recommendations/Deliverables	8.0	16.0	24.0	48.0
Task VIII – City Council & Public Involvement	8.0	8.0	-	16.0
Task IX – Project Management & Quality Control	8.0	-	-	8.0
Subtotal Hours	72.0	88.0	112.0	272.0

G. Proposed Schedule

Project Timeline

Willdan prides itself on being responsive to customer needs. In line with this core belief, we will work with the City to meet the desired requirements; whereupon, a specific schedule of events and milestones will be developed in concert with City staff.

Based on these factors and our current understanding of the solicitation, Willdan has developed the following preliminary project schedule as shown in the graphic below. We anticipate that this project will require 17 weeks for completion. The following schedule reflects our preliminary estimate of the number of weeks required to complete this project task. It should be noted that this schedule is dependent on the timely receipt of information from the City. Any delays in receiving requested City data may lead to delays in completion of the project.

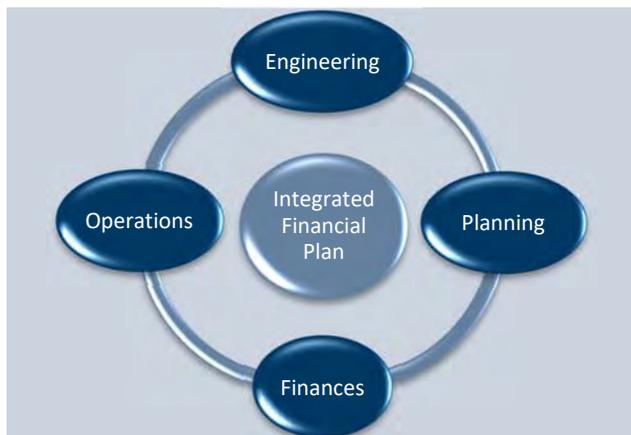


Anticipated Project Meetings

This proposed schedule includes four meetings/presentations. Two meetings (kick-off and presentation of draft study results) with City management and staff, one presentation during a City Council workshop to review the rate study findings/recommendations, and one presentation during a City Council open meeting.

Project Methodology and Timeline

Willdan understands that the City seeks a comprehensive water and sewer rate study for the current year, and for a five-year forecast period. The overall objective is to establish user rates and charges that are sufficient to meet future system revenue requirements including debt service coverage, capital expenditures and operating reserves, and the meeting of rate stabilization funding requirements. The project team will also work with the City to establish rates around a broader set of goals or objectives, including but not



limited to financial/rate stability, and adherence to key financial indicators such as debt service ratio and bond covenant requirements.

As stated in the City's RFP, we intend to accomplish the following overall objectives in the development of this rate study and multi-year financial analysis:

- Analyze the existing financial condition of each utility, identifying operating expenses, including the calculated cost of treated water and wastewater, so they may be equitably allocated in the utility rates;
- Prepare a rate and financial model that forecasts water and sewer rates and the financial position for five years;
- Evaluate each utility's capital improvement plan, both the plan itself and the means for financing:
 - An analysis of the water and sewer fund's financial condition and planned infrastructure improvements; and
 - An analysis of current debt and the utility's debt structure.
- Evaluate customer classifications and distribute utility costs reasonably to each class identified, including residential, commercial, irrigation and any large users;
- Benchmark the City's water and sewer rates with comparable charges in the surrounding area;
- Provide a copy of the rate and financial model, with training, for staff to use in rate analysis/updates over the next five years;
- Recommend communication techniques explaining utility costs to the City Council and public; water conservation methods; possible rate revisions; and any billing format restructuring needs;
- Prepare draft and, based on comments, final reports (up to 10 hard copies, 1 electronic copy bookmarked and indexed) and presentations including draft modifications to the City's Code of Ordinance for implementation of approved rate revisions; and
- Assist in the presentation of the draft and final rate study to City Council.

The Willdan Team will develop a rate schedule that is designed to meet the following objectives:

- Reflect to the best extent possible the cost of providing service for each customer class;
- Provide alternatives that consider conservation policies and affordability;
- Ensure that the rate plan is compatible with and can be incorporated into the City's billing system; and
- Recommend a rate plan that can be easily explained and justified to Council members and the public.

In short, the recommended rate alternatives should ensure that the utility recovers the revenue required to fund operations and capital improvements, while to the best extent possible minimizing the impact on ratepayers.

Our internationally-recognized rate model will be a critical component of our analysis and development of recommendations. It will forecast revenues, expenses and rates for a five-year period, with an emphasis on years one through five. Importantly, the model has the ability to calculate the impact of declining per capita usage on revenues and expenses. This has become an increasingly important issue in recent years as utilities across the nation have become more aggressive at encouraging conservation and prudence in retail water usage.

To accomplish these overall goals and objectives, our team's approach will utilize the "generally accepted" cash basis rate setting methodology as delineated in the AWWA Manual M1. Our team uses the M1 manual as the basis for all our studies, and our project team members have served on the AWWA's Rates and Charges Committee which develops, reviews and revises this manual on a periodic basis. We will tailor our application of the Cash Basis methodology to the specific circumstances of the City.

H. Other Information and Concluding Remarks

Willdan's Unique Project Approach

Willdan proposes to develop a spreadsheet-based financial planning model that will allow the City to test a variety of “what-if” scenarios, whereby the City can change assumptions related to growth, the capital improvement program, operational programs, conservation incentives, and a variety of other planning, engineering and financial variables to predict the financial outcome of that scenario and its effect on utility rates. This is especially useful in testing the affordability of the capital improvement program, allowing the user to turn new projects “on or off” in the model, change the costing with updated information, delay funding, or look at cash vs. debt vs. fee-funding alternatives and their impact on affordability.

We cannot emphasize strongly enough the need for, and benefit of, a properly constructed public involvement process to introduce the recommended rate plan to the public. The general public and elected officials are naturally going to be inclined to oppose rate plans that involve higher rates and fees. Therefore, the burden is on the City and its consulting team to present any proposed rate plan to the public in a manner that is both understandable and emphasizes the benefits of implementation (i.e. a better quality of service).

Please note the following in regard to Willdan's services and the deliverables that will be prepared for the City.

- We take pride in the quality of our written reports. The intent is to make reports readable and easily understandable to those who are not ratemaking or financial professionals. We are frequently complimented by clients who tell us that they understood both the major points of our analysis and the benefits of the proposed rate plans.
- We also believe that our public presentations are of a superior quality, both in terms of overall presentation and understandability. Mr. Jackson has provided over 300 public presentations in his career, to such diverse clients as border communities, large cities and suburbs, and Pacific Island nations. He understands how to make presentations to non-financial audiences. We take pride in the frequent compliments received from clients about the ease and understandability of our presentations, and the fact that critical information required to make decisions was presented in a straightforward and easy to follow manner.

Rate and Financial Planning Model

During this project, the project team will utilize our Microsoft Excel-based model, with its interactive dashboard, as a comprehensive financial tool to allow planning and evaluation of variable inputs and assumptions, thereby creating a thorough analysis of revenue requirements to address the goal of ensuring predictable and stable revenue. These analyses are then seamlessly integrated with the rate development component of the model to demonstrate and project various rate design alternatives, and the effects they would have on the City's financial outlook.

The model is used in meetings, in order to efficiently cycle through rate scenarios and establish the most viable rate plans for the City. During these interactive meetings we invite City staff to participate in scenario planning/“what-if” sessions, where we use the dashboard to demonstrate and evaluate the financial/rate impact of alternative data (CIP, operating costs, etc.) and assumptions (interest rates, customer growth, cost escalation, etc.) in real-time to focus on the most critical drivers of the analysis. This ensures the resulting rate plan alternatives are viable from a financial, operational, managerial and political perspective. The rate plan alternatives will then be incorporated into the water and sewer rate study report, which will provide the City every assumption, data item, and calculation used in the development of each rate plan alternative.

The Financial Planning component of the model provides transparency such that users can develop a viable financial plan and understand the reasons for needed revenue adjustments.

Willdan Models Guide You to Your Optimal Solutions

Real-Time Financial Modeling

The goal of financial forecasting is to provide clear vision regarding the potential financial outcomes of current management decisions. Our goal is to help you mold the existing knowledge base of the City into a viable financial management and rate plan. At Willdan, the development and use of real-time financial models in an interactive, collaborative process is an integral part of the model development.

Model Development as Part of the Consulting Process

Each model is designed with the following elements:

- Graphical dashboard to clearly show the results of various scenarios to the user;
- Assumptions;
- Data tables; and
- Calculation engine.

Each model is “baselined” after an initial meeting with staff to ensure that we have the correct data and a basic understanding of the financial dynamics of your system. We will then conduct interactive financial planning sessions with City staff. After validating our data, calculation approach, and baseline assumptions, we will explore alternative scenarios, varying a number of assumptions and financial planning techniques:

- Rate increase magnitude and timing;
- Alternative timing of capital projects;
- Alternative financing options (alternative combinations of pay-as-you-go, revenue bond debt and State Revolving Fund (SRF) debt, for example);
- Alternative growth/demand forecasts and other “what-if” analyses, such as the impact of a loss of one or more service areas or addition of wholesale customers; and
- Effect of increases in other sources of funds, such as impact fees.

The model is self-solving through the use of controlled feedback loops, and therefore does not require significant manipulation by the user to solve correctly. Given any combination of cost requirements (both operating and capital), non-rate sources of funds, and forecast assumptions, rate increases are generated that:

- Meet specified reserve targets;
- Fully fund capital expenditures using specified financing techniques; and
- Meet legal and contractual requirements that are financially measurable, such as debt service coverage on revenue bonds.

Alternatively, the user can specify rate increases and then examine the results to determine if the desired/required parameters are met.

Subsequent to careful development and validation of the baseline forecast, a series of alternative forecasts will be prepared illustrating various results in the following general categories.

- **What if things turn out differently?** These alternatives will demonstrate the sensitivity of the forecast to the significant assumptions used. This results in a sound understanding of areas where a conservative forecast approach is warranted.
- **What happens when we try this?** This series of alternatives focuses on different financial management approaches.
- **What can we do to make it better?** This approach to forecasting identifies the factors that may be causing significant rate increases in a given year and explores alternatives. For example, if a large capital project in a single year is the culprit, we would work with staff and the consulting engineers to determine whether this project could be phased or delayed.

In like manner, the rate design model can be used to explore the impact of various rate structures on customer bills for each customer class over the relevant consumption range.

Willdan’s Suite of Financial Models – Description of Product Features

The key to success is a robust, real-time financial forecasting model, customized to simulate the utility’s financial dynamics. Highlights of Willdan’s modeling products are outlined below.

Suite of Models:

- Financial planning
- Cost of service design
- Rate design

The suite of models includes financial planning tools for water, wastewater, recycled water, stormwater and virtually any utility or municipal government fund, and has the ability to analyze any rate structure and determine the levels of revenue generated by each customer class. In addition, the rate design model can use the City’s detailed billing data to develop a bill impact analysis on individual customer bills, which, can be updated for each rate design scenario.

Features:

- Excel-based open architecture that allows easy integration of City financial data;
- Modular design that allows for maximum design flexibility;
- Easy to update through open architecture and modular design, which equates to easy annual data updates;
- Automated calculation engine that optimizes financial plan based on user-set constraints;
- Navigation features to quickly move around the model;
- Side-by-side scenario analysis comparison; and
- Healthy listing of user defined assumptions that can be customized to meet the City’s needs.

Our utility rate Excel-based model is the most user friendly, comprehensive and well-designed utility rate model currently used in the industry and has the elements necessary to provide analysis and feedback to facilitate meaningful policy discussions and conduct a full financial and rate study. The comprehensive and efficient design of our models allows us to complete the scope items in an effective manner during our interactive meetings.

The sample dashboard graphic presented to the right shows how the data, assumptions and calculations are summarized into an easy-to-understand graphical interface that updates with each alternative scenario evaluated.



I. Cost of Services Schedule

Per the instructions outlined within RFP #20-05, Willdan's fee for services has been provided in a separately sealed envelope.

J. Required Documents

Included within this section are the completed forms provided within RFP #20-05, which are also listed below.

- Appendix A
- Appendix B – Conflict of Interest Questionnaire
- Appendix C – House Bill 89 Verification
- Appendix D – Property Tax Statement
- Appendix E – Nepotism Statement
- Appendix F – Non-Collusion Statement
- Appendix G – Document 00435
- Appendix J – Sections I, II and III
- Signed Addenda

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

Appendix A (pages 9 through 18) must be included in the submittal.

Appendix B – G (pages 20 through 26) all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

Appendix B – Conflict of Interest

Appendix E – Nepotism Statement

Appendix C – House Bill 89 Verification

Appendix F – Non-Collusion Statement

Appendix D – Property Tax Statement

Appendix G – Certification Regarding Debarment

Appendix J (pages 28 through 35) must be included in the submittal.

All Proposals delivered to the City of Galveston shall include this page with the submittal.			
RFP Number:	20-05		
Project Title:	Utility Rate Study		
Submittal Deadline:	Wednesday, February 12, 2020 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Proposer Information:			
Proposer's Legal Name:	Willdan Financial Services		
Address:	5500 Democracy Drive, Suite 130		
City, State & Zip	Plano, Texas 75024		
Federal Employers Identification Number #	33-032345		
Phone Number:	(972) 378-6588	Fax Number:	(972) 378-6988
E-Mail Address:	djackson@willdan.com (Dan Jackson, Vice President)		
Proposer Authorization			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.</p> <p>Printed Name and Position of Authorized Representative: <u>Chris Fisher, Vice President</u></p> <p>Signature of Authorized Representative: </p> <p>Signed this <u>3rd</u> (day) of <u>February</u> (month), <u>2020</u> (year)</p>			

Appendix A – Proposal Document (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City’s Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format: ****Willdan's Cost of Services Schedule has been provided in a separately sealed envelope per the instructions outlined within RFP 20-05.****

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) one (1) year terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than two percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor’s rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City’s Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION	<u>2%</u>
SECOND ADDITIONAL YEAR (FY 2022) ESCALATION	<u>2%</u>
THIRD ADDITIONAL YEAR (FY 2023) ESCALATION	<u>2%</u>
FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION	<u>2%</u>

4. Proposer’s Experience / Staff

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience. ****Please refer to the Project Team subsection located in Section D of the proposal document.****
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project. ****Willdan agrees to this requirement, if a replacement person were necessary.****
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided; ****Please refer to the Business Establishment subsection located in Section D of the proposal document.****

State the number of years' experience the business has: 32; and the number of employees: 70.

D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References – This section is required.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Brownsville Public Utility Board (Brownsville, TX)	
Contact Name: Monica Garza Convos	Contact Title: Financial Manager
Phone: (956) 983-6100	Email: mcavazos@brownsville-pub.com
Date and Scope of Services Provided: Willdan to conduct a comprehensive water and wastewater study and long-term financial plan. BPUB desires the development of a new long-term rate plan to ensure that each utility covers their cost of service and subsidiaries are not required. The study is still in progress with results expected by April 2020.	

Reference #2:

Client / Company Name: City of Amarillo, TX	
Contact Name: Laura Storrs	Contact Title: Director of Finance
Phone: (806) 378-6207	Email: laura.storrs@amarillo.gov
Date and Scope of Services Provided: Willdan was engaged to conduct a comprehensive review of the water and wastewater rates and complete a full cost of service rate study for the City, who needed to fund \$450M of capital improvements to improve quality of service and provide a well functioning system. Study completed in November 2017 and was adopted by Council.	

Reference #3:

Client / Company Name: City of Plano, TX	
Contact Name: Mark Israelson	Contact Title: City Manager
Phone: (972) 941-7121	Email: marki@plano.gov
Date and Scope of Services Provided: Willdan was engaged by the City to prepare a comprehensive water and wastewater rate study and long-term financial forecast for fiscal year 2017 and beyond. Study was completed in completed in late 2017, and Council unanimously adopted the recommended multi-year rate plan. The City recently engaged Willdan to prepare a new utility rate study.	

Reference #4:

Client / Company Name: City of Laredo, TX	
Contact Name: Michael Rodgers	Contact Title: Assistant Utilities Director
Phone: (956) 721-2000	Email: mrodgers@laredo.tx.us
Date and Scope of Services Provided: Willdan was engaged to conduct a wastewater rate study, which was later expanded to include the water utility. Worked extensively with staff and Council members to design a comprehensive rate plan to recover revenue to fund increasing expenses and capital improvements. The study was completed in early 2019 and results were adopted by Council.	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) X (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: N/A.

B. Prime contractor HUB / MWBE registration number: N/A.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # N/A - _____ - _____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
620658823.

E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor’s emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Willdan Financial Services

Contract #: RFP 20-05

Description: Utility Rate Study

Primary Contact (Name): Dan V. Jackson

Primary Contact Phone Numbers: Home: _____ Cell: (972) 998-0417

Secondary Contact (Name): Daniel Lanning

Secondary Contact Phone Numbers: Home: _____ Cell: (469) 463-1279

After Hours emergency opening fee, if applicable: \$ N / A

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase purchase. **No, Only the City can purchase.**

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not

discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

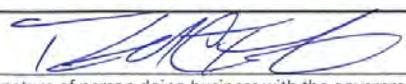
Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Offeror shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<p>1. Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Willdan Financial Services</p>		
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;"><u>Not Applicable</u> Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4.  _____ Signature of person doing business with the governmental entity</p>	<p style="text-align: center;">February 3, 2020 Date</p> <p style="text-align: right; font-size: small;">Adopted 06-29-2007</p>	

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix C – House Bill 89 Verification

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Robert C. Fisher (Person name), the undersigned representative of (Company or Business Name) Willdan Financial Services (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

February 3, 2020
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

See Attached

[SEAL]

NOTARY PUBLIC in and for the State of _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Riverside)
 On February 3, 2020 before me, Nicolle Stormon, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Robert C Fisher
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: House Bill 89 Verification
 Document Date: February 3, 2020 Number of Pages: 1
 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Fisher
 Corporate Officer — Title(s): Use Product
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Wellstar Senior Services

Signer Is Representing: _____

Appendix D – Property Tax Statement

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

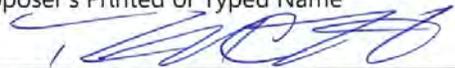
The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.

I owe City property taxes that are delinquent on property located at

Chris Fisher, Willdan Financial Services Vice President and Group Manager
Proposer's Printed or Typed Name


Proposer's Signature

February 3, 2020
Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

I am not related by blood or marriage to any official or employee of the
City of Galveston

I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

Form completed and submitted by Willdan Financial Services.

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix F – Non-Collusion Statement

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Willdan Financial Services

ADDRESS 5500 Democracy Drive, Suite 130

Plano, Texas 75024

PHONE (972) 378-6588

FAX (972) 378-6988

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Dan V. Jackson

POSITION WITH COMPANY Principal Consultant

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL
(PRINTED NAME) Chris Fisher

OFFICIAL POSITION Vice President and Group Manager

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix G – Document 00435

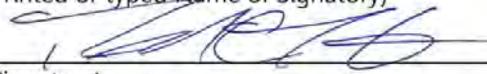
Appendix G – Document 00435 The City of Galveston, Texas

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Chris Fisher, Vice President, Group Manager
(Printed or typed Name of Signatory)


(Signature)

February 3, 2020
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix J – Sections I, II, III

7. Scope of Services

I. GENERAL INFORMATION

The City of Galveston seeks proposals from qualified and experienced consulting firms to perform an independent assessment and evaluation of existing water, sewer, garbage and recycling rates. The primary goal is to ensure the City establishes reasonable and necessary rates to provide these services, maintain existing infrastructure and to meet future demands on the utility systems and associated operating equipment.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, five copies of a proposal must be received at 823 Rosenberg St, Galveston, Texas by 10:00 a.m. on February 12, 2020. The City reserves the right to reject any or all proposals submitted. Firms submitting proposals may be requested to make oral presentations to a committee as part of the evaluation process. The committee will make a recommendation to the City Council, who will make the final selection.

The City reserves the right to retain all proposals and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

II. DESCRIPTION OF THE ENTITY

Galveston is a home rule, full-service city incorporated in 1839, and is governed through a council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the Mayor, who is elected at large, and six council members elected to represent individual districts. The governing council is responsible, among other things, for passing ordinances, adopting the budget, determining policies, appointing committees, and hiring the city manager, attorney, secretary, internal auditor, and municipal judge. The city manager is responsible for developing and proposing the annual city budget for consideration by City Council, for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the government, and for appointing the heads of the various departments. Elections are held every two years. Council members, including the Mayor, are limited to serving three terms.

The City provides a full range of services including police and fire protection, the construction and maintenance of streets and other infrastructure, water services, sewer services, refuse collection, drainage services, parks and recreational activities, and general administration. Additional services include building inspection, planning, zoning, engineering, and an airport.

(The remainder of this page left intentionally blank.)

The areas of focus for this RFP are water services, sewer services, refuse collection and recycling.

- The water system is operated by the City. The Waterworks System purchases 100% of its water from the Gulf Coast Water Authority (GCWA), which supplies, by contract, annual total of approximately 11 million gallons per day from its Thomas H. Mackey Water Treatment Plant. The water system contains approximately 389 miles of water lines ranging in size from 2" to 36", and presently serves approximately 24,790 metered service connections as follows:

<u>Water Use Category</u> <u>Connections</u>	<u>Metered Connections</u>	<u>% of Total</u>
Residential-Single Family	20,295	82%
Residential-Multi-family (units)	1,960	8%
Industrial	137	1%
Commercial	2,241	9%
Institutional	157	1%
Agricultural	<u>0</u>	0%
Total:	<u>24,790</u>	

<u>Meter Size</u>	<u>Metered Connections</u>
5/8 inch	22,806
3/4 inch	1
1 inch	936
1.5 inch	227
2 inch	429
3 inch	99
4 inch	62
6 inch	204
8 inch	16
10 inch	<u>10</u>
Total:	<u>24,790</u>

- The Sewer System consists of five wastewater treatment plants and approximately 243 miles of sanitary sewers. Presently, the City has a total wastewater treatment capability of approximately 23.5 million gallons per day. Collections mains in the City range from 6 to 54 inches in diameter.
- The City has a five year Capital Improvement Plan (CIP) with long-term financing needed for water and sewer projects from future revenue supported bond sales. The CIP is updated by staff, reviewed and then approved by City Council. The City is desirous of using the rate study to support debt service payments that are funded through water and sewer rates.
- In 2015, the City converted its water rate structure from a flat rate for each cubic foot of water consumed to a progressive rate structure with four tiers that correspond to higher consumption levels

The Assistant City Manager of Finance is the City's chief financial officer responsible for all financial accounting and reporting activities of the City. The Assistant City Manager of Finance has overall responsibility for the following functions: Budgeting, Forecasting, Capital Improvement Program, Utility Billing and Customer Service, General Fund Accounting, Payroll, Accounts Payable, Accounts Receivable, Capital Assets, Information Systems, Purchasing, Cash Management, Investments, and Grants. The Finance Department maintains the City's accounting records at 823 Rosenberg St, Galveston, Texas.

III. SERVICES REQUIRED

A. Scope of Work to be Performed

It is the intent of the City of Galveston that a single consultant be selected to accomplish all of the services outlined in this Request for Proposals. The selected firm will provide expert assistance to the City in determining the cost of providing water and sewer services using current rate information. The proposal should include, at the minimum, the following:

1. Assess the current rate structure's performance as a baseline for comparing recommended changes. Conduct a detailed review of the existing rates including the potential effects of previous rate structures and changes thereto on consumption and conservation. See Exhibit A.
2. Not only assess the full cost including direct and indirect cost of each unit of service but, more importantly, determine the projected cost of implementing the Capital Improvement Plan as a part of the cost of the water and sewer systems. Therefore, the projected water and sewer rate increases should be for a five year period to include anticipated changes in the cost of labor, water, materials and services, as well as debt service.
3. Coordinate all data configurations and assumptions with city management and provide results timely enough to provide the basis for City Council workshops in the May-July timeframe.
3. Prepare a draft and then, based on comments, a final written report, (hard copies and digital copy on a media source, in word and pdf, bookmarked and indexed), documenting the results of the analysis of the study with a schedule of current and proposed rates.
4. Assist in presenting the preliminary and final findings of the study as requested, to city management and/or City Council.

Signed Addenda



CITY OF GALVESTON – RFP # 20-05
ADDENDUM # 1
UTILITY RATE STUDY

Date: 1/30/2020
To: Prospective Proposers
Subject: Addendum No. 1
Questions and Answers

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 1/6/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Questions and Answers:

Page 9 – Appendix A: Top of page under “Submittal Checklist Appendix A” – it indicates pages 9 through 18 must be included in the submittal. Please verify this requirement. If this is required, are we to include the unedited RFP pages, with typed-in responses, where applicable (for example “NA” or “See section X for response”)? **Yes – unedited with typed in responses or see Section X.**

The project team organizational chart and experience information is requested in Appendix A – 4 (page 11) and is not requested in Appendix J with the rest of the relevant firm information. Will it be acceptable to include this information in Section “D,” of the suggested format described in Appendix J – IV? **Yes**

Page 10 – Appendix A: Please define ITB – **Invitation to Bid – this is a typographical error, as this is an RFP.**

Based on our understanding of the RFP, the proposal is to be organized as outlined below. Please confirm this is acceptable.

- A. Cover Letter
- B. Executive Summary
- C. Table of Contents
- D. Qualifications and Experience of the Firm (including project team)
- E. Similar Engagements
- F. Scope and Approach
- G. Schedule
- H. Other Info
- I. Cost Schedule

Please add Section J – Required Documents and include the items below:

- Appendix A (Proposal Document) - the unedited RFP pages, with typed-in responses, where applicable (for example “NA” or “See section X for response”).
- Appendices B – G (Forms)
- Appendices H & I (No Intent to Submit & ACH, respectively) – not applicable and will not be included in the proposal.
- Appendix J (Scope of Services) – Include I, II and III. Exclude IV, as this is included in A through I, above. Exclude V and VI.



Will an attendance sign-in sheet for the pre-conference meeting be provided?

- The Pre Proposal sign sheet is available at <https://www.galvestontx.gov/bids.aspx?bidID=411>

Will any questions and answers asked/provided during the pre-conference be shared with those not in attendance?

-No

The paperwork indicates 1 Original – 2 copies – 1 media for Total of 5. Please confirm correct.

-One (1) original and three (3) copies and one media source required

Also confirm that ONLY 1 copy of pricing should be provided.

-as per the solicitation please provide one (1) original and three (3) copies (they may all be provided in one envelope – the media source should contain the pricing as well

Does the City have any staff assigned to this project? If so, how many and from which department?

Yes. Finance department budget and accounting staff will assist with specific requests or data. Data collection and analysis will be a joint effort between the consultant and the Finance Department. When rates are discussed, the City Manager's office, including the Assistant City Manager over all of Public Works will be involved in identifying rate design options and analysis.

How many renewals (if any) will be included with this project?

-Please review Appendix A, section 3. Term of Contract and Option to Extend.

Does the City require progress invoices to be based on actual time and materials or will the City accept invoicing be based on a lump sum price and percent complete? Percentage complete.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



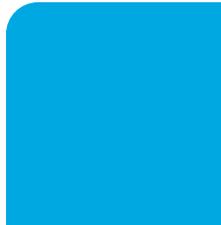
Authorized Signature

February 3, 2020

Date

Chris Fisher, Vice President, Group Manager Willdan Financial Services
Printed Name Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



5500 Democracy Drive, Suite 130
Plano, Texas 75024
800.755.6864 | 972.378.6588

www.willdan.com

I. Cost of Services Schedule

As the table shows, based on the scope of work described within our technical proposal, Willdan is proposing to conduct the City's water and wastewater rate study for the **not to exceed fee of \$47,500**. This price represents a 11% discount from our already-low billing rates and is fully inclusive of all expenses and professional fees. It is firm for a period of 90 days from the proposal closing date of February 12, 2020.

City of Galveston Water & Wastewater Rate Study Cost of Services				
	D. Jackson Project Manager	D. Lanning Sr Project Analyst	T. Hollis Project Analyst	Total Hours
	\$210	\$175	\$175	
Work Plan				
Task I – Project Kick-off, Data Acquisition & Assessment	8.0	8.0	8.0	24.0
Task II – Demographic Analysis & Billing Analysis	8.0	8.0	16.0	32.0
Task III – Determine Revenue Requirements	8.0	16.0	16.0	40.0
Task IV – Determine User Characteristics & Customer Classes	8.0	8.0	16.0	32.0
Task V – Cost Functionalization, Classification & Allocation	8.0	8.0	16.0	32.0
Task VI – Alternative Rate Designs	8.0	16.0	16.0	40.0
Task VII – Prepare & Present Recommendations/Deliverables	8.0	16.0	24.0	48.0
Task VIII – City Council & Public Involvement	8.0	8.0	-	16.0
Task IX – Project Management & Quality Control	8.0	-	-	8.0
Subtotal Hours	72.0	88.0	112.0	272.0
Task I – Project Kick-off, Data Acquisition & Assessment	1,680	1,400	1,400	4,480
Task II – Demographic Analysis & Billing Analysis	1,680	1,400	2,800	5,880
Task III – Determine Revenue Requirements	1,680	2,800	2,800	7,280
Task IV – Determine User Characteristics & Customer Classes	1,680	1,400	2,800	5,880
Task V – Cost Functionalization, Classification & Allocation	1,680	1,400	2,800	5,880
Task VI – Alternative Rate Designs	1,680	2,800	2,800	7,280
Task VII – Prepare & Present Recommendations/Deliverables	1,680	2,800	4,200	8,680
Task VIII – City Council & Public Involvement	1,680	1,400	-	3,080
Task IX – Project Management & Quality Control	1,680	-	-	1,680
Subtotal Professional Fees	15,120	15,400	19,600	50,120
Travel and Production Expenses				\$ 3,000
Total Cost				53,120
Official Bid – Not to Exceed				\$ 47,500

Hourly Rates

We believe that we have properly considered all aspects of this engagement and have developed a fair and reasonable proposed price that reflects the total effort and ensures the production of a top-quality product. Pricing for additional services, presentations, and public hearings would be discussed with City staff in advance and billed at an hourly rate as shown in the table below.

Willdan Financial Services Hourly Rates			
Team Member	Hourly Rate	Team Member	Hourly Rate
Dan V. Jackson	\$210	Daniel Lanning	\$175
Tara Hollis	\$175		



Galveston Fire Department

OFFICE OF EMERGENCY MANAGEMENT

601 54th Street | Galveston, TX 77551-4246
EOCGalveston@galvestontx.gov | 409-765-3710

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members
From Mark Morgan, Emergency Management Coordinator
March 11, 2020

Re: Consider For Action The Approval Of A Mutual Aid Agreement Between The City Of Galveston And The Board Of Trustees Of The Galveston Wharves, For The Sharing Of Resources During Emergencies, For Better Coordination And Authorizing The City Manager To Sign The Agreement.

I. Background

- A. The City of Galveston recognizes the need to have a speedy recovery from all types of catastrophic events. Such events require responses from emergency first responders, state and local Government employees, various elected and appointed officials. Special precautions must be taken to protect the life, health, and safety of all individuals participating in the response.

II. Current Situation

- A. The City of Galveston is in need of an agreement for sharing, tracking, deploying and housing personnel and equipment during catastrophic events, this will give us needed deployment flexibility.

III. Recommendation

City Council approve the Mutual Aid Agreement between the City of Galveston and the Board of Trustees of the Galveston Wharves.





Galveston Fire Department

OFFICE OF EMERGENCY MANAGEMENT

601 54th Street | Galveston, TX 77551-4246

EOCGalveston@galvestontx.gov | 409-765-3710

IV. Fiscal Impact Report No Financial Impact

Requested by:

Mark Morgan
Emergency Management Coordinator

Cost of implementation:

Not Applicable

Estimated annual
M&O cost:

Not Applicable

Estimated cumulative
M&O cost:

Not Applicable

Additional information:

Not Applicable

Respectfully submitted,

Mark Morgan
Battalion Chief-Emergency Management



2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – this Mutual Aid Agreement between the City of Galveston and the Board of Trustees of the Galveston Wharves.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property.
- c. Mutual Aid – a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – the National Incident Management System.
- e. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director, Emergency Management Coordinator, Emergency Operations Center Operator, or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact.
- f. Requesting Party – the Party requesting Mutual Aid under this Agreement.
- g. Responding Party – the Party providing Mutual Aid assistance under this Agreement.

3. POINT OF CONTACT DESIGNATION

Each party shall provide the other with written protocol by which its' designated Point of Contact may be contacted twenty-four (24) hours a day, seven (7) days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the other Agency in writing of any change in its Point of Contact protocol as soon as practicable.

4. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for Mutual Aid assistance. The request shall be documented by the Requesting Party and forwarded to the other Party from whom assistance is sought.

5. INITIATION OF REQUEST

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or,
- b. After a Party determines in good faith that an Emergency as defined in this Agreement has occurred, and that Mutual Aid assistance is required to address the Emergency.

6. PROCEDURES FOR REQUESTS

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up and confirmed by written documentation.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party.
 - i. In the event the Point of Contact of the Responding Party is unavailable, whether due to the pending Emergency or otherwise, the Point of Contact of the Requesting Party shall transmit the request to the Commanding Officer currently on duty for the Responding Party. During that event, said Commanding Officer shall be the Point of Contact for the Responding Party until the Emergency is resolved.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
 - i. A general description of the Emergency and the damage or injury sustained or threatened;
 - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
 - iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
 - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
 - v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

7. THE PROVISION OF MUTUAL AID

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto shall furnish Mutual Aid in coping with an Emergency.

a. Assessment of Availability of Resources and Ability to Render Assistance.

When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

b. Information Required of the Responding Party.

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

c. Supervision and Control.

When providing assistance under the terms of this Agreement, the response effort must be organized and function in accordance with NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their respective medical directors. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.

d. Food, Housing, and Self-Sufficiency.

The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

e. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

f. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

g. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

8. COSTS

All costs associated with the provision of Mutual Aid exceeding twelve consecutive hours shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by law. Such costs include but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses.

- a. Requests for reimbursement must be submitted as soon as practicable but no later than sixty days (60) after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party.
- d. Reimbursement under this Section will be made by the Requesting Party no later than: (1) one-hundred eighty (180) days after receipt of the request for reimbursement; or (2) ninety (90) days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner.
- e. The provision of Mutual Aid will be considered non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.

9. INSURANCE

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

10. WAIVER OF CLAIMS AGAINST PARTIES

Each Party hereto waives claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer or employee of another Party.

11. EXPENDING FUNDS

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

12. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

13. TERM

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each and every Party through December 31 of the year signed. This Agreement shall automatically renew for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 25 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

14. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is not responsible for any civil liability that arises from the furnishing of services described in Section 791.006.

15. LIABILITY UNDER INTERLOCAL CONTRACT

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Mutual Aid under this Agreement.

16. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into Regional Mutual Aid Agreements are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for Mutual Aid in Emergencies or the provision of other government services and functions, and it is agreed that this Agreement shall be subordinate to any such individual agreement.

17. OTHER MUTUAL AID AGREEMENTS

To assist each other in the process of Mutual Aid response planning, each Party shall inform the other party Administrative Agency of all mutual aid agreements, memorandums of agreement or understanding, or contracts that each Party has with other municipalities, entities, counties, and state or federal agencies and furnish copies of said mutual aid agreements, memorandums of agreement or understanding, or contracts to the Administrative Agency, preferably in electronic format, if and when feasible and/or permissible.

18. RATIFICATION

Each Party hereby ratifies the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

19. INTERLOCAL COOPERATION ACT

The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as those terms are defined in the Interlocal Cooperation Act.

20. CONFIDENTIALITY

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records. In the event a Party receives a request for records under the Texas Public Information Act which includes records concerning another Party’s officers and/or employees, the Party receiving the request will notify the other Party of the request, and the date the request was received.

21. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

22. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

23. AMENDMENT

The Parties agree that this Agreement may be reviewed annually by the Emergency Management Directors or their designees. The Parties further agree that the Agreement may be amended as needed. At least ten (10) calendar days before an amendment or amendments will be considered and agreed upon, the Party shall send out notice to the other Party to this Agreement informing them of the proposed amendment(s). This notice shall include the language of the amendment(s). Upon approval of said amendment(s) by the Parties, the amendment(s) become(s) part of the Agreement each Party shall send an amended copy of the Agreement to the Point(s) of Contact of the Parties to the Agreement.

24. TERMINATION

The governing body of a Party which is a signatory hereto, shall, by order, ordinance, or resolution, give notice of termination of participation in this Agreement and submit a certified copy of such order, ordinance, or resolution to the Administrative Agency. Such termination shall become effective not earlier than thirty (30) days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. Upon receipt of said notice to terminate participation in the Agreement, the Administrative Agency shall notify the remaining Parties to the Agreement in writing within ten (10) days.

2/13

25. THIRD PARTIES

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

26. NOTICES

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or transmitted by facsimile transmission, or transmitted by electronic mail to the respective Point of Contact's address specified in this agreement, or to the address that a Party has notified to be that Party's address for the purposes of this Agreement.

27. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

28. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

29. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

30. PARTY ELIGIBILITY

Any local government as that term is defined in Chapter 791 of the Texas Government Code may be a Party to this Agreement.

31. FORMS

The Administrative Agency may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

32. HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, for which multiple counterparts shall be deemed to be an original.

City of Galveston

By: _____
City Manager Brian Maxwell

Date: _____

Board of Trustees of the Galveston Wharves

By:  _____
Port Director/CEO Rodger Rees

Date: 3/6/2020

Approved as to Form:



Anthony Brown
Legal Counsel to the
Board of Trustees of the
Galveston Wharves

APB



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

March 24, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval the annual maintenance support agreement for the City's Public Works asset and maintenance management system, VueWorks, to Data Transfer Solutions (DTS) in the amount of \$20,000.

I. BACKGROUND

VueWorks was implemented in 2017 for the Public Works Department and has served as an asset and maintenance system. The software program is utilized by in the Public Works Department. The software program allows effective management across all facets of the operation.

II. CURRENT SITUATION

The City implemented the VueWorks solution through contract COG-CON-16-152, with implementation completed in December 2018. The first year of technical support and maintenance for 2019 was included in the contract. The implementation of the system was funded through the Technology Improvement Fund at a cost of \$356,560.

III. ISSUES

1. The solution contains proprietary code that is not accessible by the IT team and cannot be supported by any vendor. 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 asset and maintenance 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 to Data Transfer Solutions in the amount of \$20,000.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Public Works Operations Budget
Costs of implementation:	\$20,000.



City of Galveston
Attn: Hope Dean
P.O. Box 779
Galveston, TX 77553-0779

Invoice Date: February 17, 2019
Project #: 100059953
Invoice #: 1451505

Project Description : City of Galveston Acquisition and Implementation of Asset and Maintenance Management System
Invoice Comments:
Invoicing Period : January 1, 2020 to December 31, 2020

Basic Services	Current
Annual Technical Support and Maintenance Renewal Modules:	20,000.00
VUEWorks® Core Module	
VUEWorks® Work Order Module	
VUEWorks® Condition Module	
VUEWorks® Risk Module	
VUEWorks® Valuation	
VUEWorks® Budget Forecasting Module	
VUEWorks® Projects Module	
VUEWorks® Resource Manager Module	
VUEWorks® Service Calls	
VUEWorks® Request Portal	
VUEWorks® Facility Manager Module	
VUEWorks® Mobile VUE	
Total Invoice	20,000.00
Total Due this Invoice	USD 20,000.00

Remit to:
Attn: Treasury Department, 4030 W. Boy Scout Blvd, Suite 700, Tampa, FL 33607
Wire Payments: Routing No. 026009593, Acct No 4451269580
ACH EFT Payments: Routing No. 111000012, Acct No 4451269580, Swift: BOFAUS3N



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

March 24, 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 maintenance agreement for City's enterprise phone to Presidio Networked Solutions, Inc. for the amount of \$18,233.38.

I. BACKGROUND

The Cisco Voice Over Internet Protocol (VOIP) enterprise phone system was implemented in 2015 for the City of Galveston. The City conducted an RFP process and awarded the contract for the implementation of the system to Presidio Networked Solutions, Inc. for \$211,000. The award included costs for implementation, training and five (5) years of cisco Smartnet support.

II. CURRENT SITUATION

This request is to renew the support agreement for a period of one year. 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, and technical support and assistance with the Cisco VOIP system through SmartNet coverage.

III. ISSUES

1. The enterprise system contains proprietary code that is not accessible by the IT team. 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 phone system. 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 to Presidio Networked Solutions in the amount of \$18,233.38.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Information Technology Operating Budget
Costs of implementation:	\$18,233.38



QUOTE: 2003220003566-01

DATE: 02/25/2020

PAGE: 1 of 3

TO: City of Galveston
Jeff Ammerman
823 25th St
Galveston, TX 77550-2103

jammerman@galvestontx.gov
(p) (409) 797-3584

FROM: Presidio Networked Solutions Group, LLC
Lesli Howland
1300 W. Sam Houston Pkwy
Suite 200
Houston, TX 77042

lhowland@presidio.com
(p) 713.795.2921
(f) 713.796.3921

Customer#: CITY0860
Account Manager: Lesli Howland
Inside Sales Rep: Greg Hubbard
Title: City of Galveston Smartnet Renewal 2020 (Full)

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL Start Date: 02/25/2020 End Date: 03/30/2021 Comments: ***Please see excel spreadsheet for itemized list***	\$18,233.38	1 for 12 mo(s)	\$18,233.38

Sub Total:			\$18,233.38
Grand Total:			\$18,233.38

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

Confidential Information.

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

No signed quote. PO required.



City of Galveston

DEPARTMENT OF PUBLIC WORKS

publicworks@galvestontx.gov | Office Number: (409) 797-3630 | www.galvestontx.gov

March 13, 2020

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

From: Cynthia DeWitt, Director of Sanitation

RE: Consider approving reimbursement to BFI for repairs needed at the Transfer Station in the amount of \$19,655.62. Funding source is the Sanitation Operating Budget. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The City of Galveston has a Garbage Transfer Station located on Harborside Drive, west of the 51st Street Bridge. The transfer station is a location where all wastes in the City are taken to be loaded onto large trucks to be driven to a landfill on FM 1764, just west of IH-45.
- B. The City is in a 5-year contract with BFI to operate the Transfer Station.
- C. The contract includes a Capital Improvement list, for repairs to the Transfer Station. An amendment to the Capital Improvement List was approved by City Council in December 2019 to include the purchase of a new weight scale.
- D. The original cost for repairs was \$259,760.80.

II. Current Situation

- A. BFI has begun repairs to the Transfer Station as outlined in the agreement. These repairs include roof and wall replacements.
- B. Unforeseen damages were discovered when repairs had begun and not included in the original repair estimate and include:
 - Damaged electrical conduit and wiring behind the north wall. The cost to repair is \$4,321.33.
 - Damaged pushwall and supporting frame. These repairs will consist of removing the old metal plates and replacing with new and replacing the supporting structure behind the pushwall. The cost to repair this section is \$15,334.29.

III. Issues:

- A. BFI is responsible for the proper operation of the Transfer Station in its entirety.
- B. Repairs are needed to the building to ensure the safety of all personnel and customers there.

IV. Alternatives:

- A. Approve reimbursement to BFI for repairs needed at the Transfer Station.
- B. Deny the reimbursement and authorize an amendment to include the cost of additional repairs to the Capital Improvement Fee.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

publicworks@galvestontx.gov | Office Number: (409) 797-3630 | www.galvestontx.gov

V. Recommendation:

To ensure these critical repairs are completed in a timely fashion staff is recommending that BFI be reimbursed in the amount of \$19,655.62.

VI. Fiscal Impact Report

Requested by:	Cynthia DeWitt Director of Sanitation
Funding Source:	Sanitation Operating Budget
Estimated Costs:	\$19,655.62

Respectfully Submitted,

Cynthia DeWitt
Director of Sanitation



FISHER COMMUNICATIONS & SERVICES LLC

DATA-TELECOMMUNICATIONS, CONTROLS SPECIALISTS

TECL# 23993

February 24, 2020

Republic Services
Galveston Transfer Station

Attn: Rick

Re: Demo all damaged conduits and wiring from the north wall and install conduit and wires.

We are pleased to submit for your consideration the price below for the above referenced project. The price is based on the following:

- These conduits are coming from 2 electrical panels. There is one 1 ½" conduit that runs outside the metal building which is approximately 150ft. This conduit has to come apart but save them to be reused.
- We will remove the conduits from the 2 electrical panels and cap the holes in the panels.
- The only electrical that will be hot is the air compressor and the lights and one electrical outlet in the east side building where the main service is located.
- This price does not include any repairing or replacing any electrical devices or rental for a lift.
- There are 2 lift at the site already we will check if one is available for us to use.

Material: \$188.08 Labor: \$1,212.40 TOTAL: \$1,400.48

- Install 150' of EMT conduit on the outside of north side of building.
- Reuse existing conduit that is not damaged.
- We will have to replace rain-tight couplings, straps, and wires.
- Rental equipment is not included.

Material: \$1,535.25 Labor: \$1,385.60 TOTAL: \$2,920.85

If we can be of any further assistance, please do not hesitate to call.

Sincerely,

Jeff Fisher

P.O. BOX 322*Conroe, TX 77305-0322

Phone (936) 271-3430*Mobile (281)932-3636*Fax (936) 271-3435

M&J INTERNATIONAL PURCHASING CO., Inc.
 3400 Mesa Dr. Houston, TX 77013
 Tel.: 713-676-0106 Fax: 713-676-0409

QUOTE
 Req. #: 37054
 Dated: 2/11/2020
 Page: 1 of 1

TO: RICK WILLIAMSON

REQ. DATE: 10/28/2019

PROJECT: PUSH WALL REPAIRS

COMPANY: REPUBLIC SERVICES GALVESTON

PHONE:

FAX:

FROM: MIGUEL LOPEZ

COMMENTS:

Item	Quantity	Description	Unit	Unit Price	Extended
1	1	Updated estimate to send a group of welders and helpers to Transfer Station Galveston Island on Saturday Afterhours and Sunday to repair dangling/damaged pushwall smooth 3/4" thick metal plates and supporting frame. The repairs will consist of cleaning all the trash build up behind the wall, then after everyone is gone after 2:00pm on Saturday, we will start torching out the old plates and weld the new 3/4" thick material. We will also replace damaged supporting structure behind the push wall and replace with new 3"x3"x1/4" angles. Will leave the aerea job ready by Monday operations.	EA	\$9,500.00	\$9,500.00
2	1	Material required to complete this job includes the following; (2) 3/4"x5'x20' smooth metal plates, (1) 3/4"x5'x10' smooth metal plate and (3) 3"x3"x1/4"x20' angle bar.	EA	\$5,834.28	\$5,834.28
3	1	Sales tax, shop supplies and fuel surcharge will be added to the final invoice.			

QUOTE TOTAL \$15,334.29









City of Galveston

DEPARTMENT OF PUBLIC WORKS

publicworks@galvestontx.gov | Office Number: (409) 797-3630 | www.galvestontx.gov

March 12, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Trino Pedraza, Director of Municipal Utilities

Re: Consider for approval, the purchase of the Sewer Line Rapid Assessment Tool (SL-RAT) inspection equipment through a Buy Board contract from Dukes Root Control for \$26,430.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney

I. **Background:**

1. The Municipal Utilities Collections Division cleans, televises and inspects the City's existing sanitary sewer system as part of its corrective maintenance efforts to address sanitary sewer overflows (SSO). The cleaning and televising of the sewer system are required to determine whether there are capacity issues, a possible root mass, grease, silt, debris, a pipe collapse or other potential damage in the sanitary sewer system. To date, this maintenance function is primarily performed as a reactionary measure identifying issues in areas that have already surfaced. The Collection Division will begin shifting their efforts towards a more proactive approach.

II. **Current Situation:**

1. The Collections Division addresses sanitary sewer issues as they surface in a reactionary mode, and the team proactively addresses known problem areas to minimize SSOs from reoccurring. The Collections Division needs a method to quickly identify potential trouble areas in our sewer system, and assertively address these areas in a scheduled manner prior to a failure. The SL-RAT will allow our team to rapidly assess and score 10,000 – 15,000 feet per day of sewer main per day. The data will be color coded and added as a layer to our mapping system. The data will allow the Collections Division to efficiently focus their cleaning and televising efforts in areas discovered through this process. This SL-RAT will serve as one part of a larger reliability centered maintenance program being developed within the Sewer Utility.
2. Dukes Root Control is the area distributor for Infosense Inc, the sole provider of the SL-RAT equipment. The total cost for Dukes Root Control to provide the SL-RAT Equipment is \$26,430.00 through Buy board Contract N0. 593-19.

III. **Issues:**

1. Maintenance Effectiveness: There is a need to develop a program that will effectively reduce SSOs, and provide data collection that can be applied to CIP Planning
2. Timing: Council approval is required before the order may be placed.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

publicworks@galvestontx.gov | Office Number: (409) 797-3630 | www.galvestontx.gov

3. Impact or ramifications: Failure to authorize the purchase will hinder the Collection Divisions ability to shift from a reactive to proactive maintenance program. Reactive maintenance is generally accompanied with outages and excessive overtime.

IV. Recommendation:

Approve the purchase of the Sewer Line Rapid Assessment Tool in the amount of 26,430.00

V. Fiscal Impact Report:

Requested by:	Trino Pedraza, Municipal Utility Director
Funding Source:	Sewer Collections Operating Budget
Estimated annual M&O cost:	\$26,430.00

Respectfully submitted,

Trino Pedraza
Director of Municipal Utilities



Sales Quote

Billing and Payment Address: 8116 South Tryon St, Suite B3-203, Charlotte, NC 28273

Prepared for: City of Galveston, TX	Contact Dan Hudson	Phone # (409) 539-2381	Fax #	Email hhudson@galvestontx.gov
Price List:	US Price List			
InfoSense Contacts Walt Woodard	Job Title Global Sales Director	Phone # (877) 747-3245 x2	Fax # (704) 930-0145	Email wwoodard@infosense.com
Terms and Conditions		<div style="border: 1px solid black; padding: 5px;"> All shipments are ARO, and subject to final verification upon receipt of order. All items will be shipped UPS ground unless otherwise specified. Please indicate whether partial shipment is acceptable. Shipping charges are Pre-Paid. An electronic copy of this quote may be provided for your convenience. InfoSense retains an original copy of all quotes and will consider the original to be the governing document. </div>		
Shipment Terms:	FOB Your Dock			
Credit Terms:	Net 30			
Effective From:	02/27/20			
Valid Through:	04/27/20			

Line#	Part Number	Description	Qty.	Unit of Measure	Price	Net Price	Extended Price
1		SL-RAT Standard Package*	1	ea	\$ 24,750.00	\$ 24,750.00	\$ 24,750.00
2		2nd Battery Charger (Optional)	1	ea	\$ 185.00	\$ 185.00	\$ 185.00
3		Safety Yellow Foam Frame Cushion (Optional)	1	set	\$ 220.00	\$ 220.00	\$ 220.00
4		1/2 Day Training (Optional)	1	ea	\$ 850.00	\$ 850.00	\$ 850.00
5		Shipping & Handling**	1	ea	\$ 425.00	\$ 425.00	\$ 425.00

*Price includes storage bag, one battery charger, one-year limited warranty, and license for the SL-DOG** web portal software valid for **two years** from the date of purchase. Annual subscription to the SL-DOG software can be renewed at \$800/year for up to two devices after the second year.

**Shipping & Handling/Insurance via UPS Ground Service. Excludes any additional applicable taxes, duties, or other government charges.

***Optional Annual Support Agreement - \$3,000 per device
 Includes continued SL-DOG online software access, product servicing and repair discounts, up to 2 weeks of SL-RAT loaner use per year, and continued technical support.

InfoSense is an approved vendor on BuyBoard. Please indicate "Contract #593-19" on your purchase order and submit directly to InfoSense, Inc.

SL-DOG software consists of two components:

- (1) A local client runs on a PC. It downloads the SL-RAT data from the device and is provided at no charge.
- (2) A cloud-based web portal set up for each customer that can assist with the management of SL-RAT data. It includes the ability to edit measurement data, add manhole ID's, add comments, manage data quality, review productivity and export the SL-RAT data in a variety of formats including Google Earth "kml" and "csv" files.

Comments: (All returned or exchanged items are subject to 25% restocking fee.)

Visit our website: www.infosense.com

WINNER 2012 WEF INNOVATIVE TECHNOLOGY AWARD

Grand Total **\$26,430.00**



City of Galveston

CAPITAL PROJECTS STAFF REPORT

March 16, 2020

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

From: J Dudley Anderson., Building Program Manger

RE: Consider approval of Change Order #03 with Lucas Construction Company, Inc., for the 27th Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12) increasing the contract by \$57,220.00 from the amount of \$1,407,652.00 to the amount of \$1,422,877.00 (a cumulative increase of 7.93% from the original contract sum). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The City completed Phase I of the 27th Street Improvement from Broadway to Avenue O, providing for a walkable streetscape, traffic calming, and improving connectivity to the various public destinations in the area.
- B. This project is to continue the improvements through Phase II from Avenue O to Seawall Boulevard.
- C. The proposed median on Seawall Boulevard will provide greater pedestrian safety and enhanced aesthetics. This portion of the project has preliminary approval from the Corps of Engineers and the City awaits the formal approval notice via Galveston County.
- D. A contract was executed May 21, 2019 with Lucas Construction Company, Inc., for the 27th Street Improvements from Avenue O to Seawall Boulevard (Phase II) project in the amount of \$1,357,293.00 for the base bid plus the additive alternate.
- E. Change Order #1 was executed November 11, 2019 for an increase of the contract in the amount of \$1,420.00.
- F. Change Order #2 was executed January 23, 2020 for an increase of the contract in the amount of \$48,939.00.

II. Current Situation

- A. Construction of the project is underway.
- B. Item CO3-1 provides a box culvert to more effectively drain the west side of 27th Street at Ave Q ½ (RFI 14).
- C. Item CO3-2 provides a box culvert to more effectively drain the intersection of 27th Street and Ave Q (RFI 20).
- D. Item CO3-3 provide for the removal and replacement of the driveway at 2005 27th Street (RFI 24).
- E. Item CO3-4 provide for the removal and replacement of the driveway at 2016 27th Street (RFI 25).
- F. Lucas Construction Company, Inc. has submitted a proposal for these changes in the amount of \$57,225.00.
- G. City Staff has reviewed the proposal and recommends approval of this change order.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. **Impact or ramifications:**

The project is part of the City's continued efforts to improve the walkability and streetscapes throughout Galveston.

IV. **Alternatives in order of priority**

- A. Approve Change Order #03 with Lucas Construction Company, Inc., for the 27th Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12) increasing the contract by \$57,220.00 from the amount of \$1,407,652.00 to the amount of \$1,422,877.00 (a cumulative increase of 7.93% from the original contract sum)
- B. Do not approve the request.

V. **Recommendation**

Approve Change Order #03 with Lucas Construction Company, Inc., for the 27th Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12) increasing the contract by \$57,220.00 from the amount of \$1,407,652.00 to the amount of \$1,422,877.00 (a cumulative increase of 7.93% from the original contract sum).

VI. **Fiscal Impact Report**

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source:	IDC Infrastructure Silo		
	Construction	\$ 1,422,877.00	(increase \$57,225.00)
	Contingency	\$ 28,416.00	(decrease \$57,225.00)
	Inspection	\$ 27,150.00	
	Materials Testing (est.)	\$ 30,000.00	

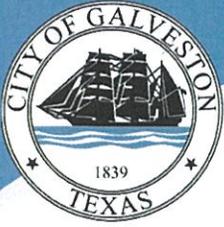
	District 2 Neighborhood Funds	
	Construction	\$ 42,000.00

Cost of implementation: \$ 1,550,443.00 (unchanged)

Respectfully Submitted,


 J. Dudley Anderson.
 Building Program Manager





City of Galveston

27th Street Improvements Phase II

Construction Contract Change Order Number 3

Engineer: City of Galveston 823 Rosenberg, Rm 402 Galveston, Texas 77550 Phone No.: 409.797.3644	Owner: City of Galveston 823 Rosenber Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Lucas Construction Company 551 W. League City Parkway League City, Texas 77573 Phone No.: 281.316.9990 NTP Date: 06/24/2019
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$1,357,293.00		Original Contract Time: 560 days
Previous Change Order(s): No. 1 to No. 2 \$ 50,359.00		Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$1,407,652.00		Contract Time Prior to this Change Order: 560 days
Net Increase/Decrease of this Change Order: \$ 57,225.00		Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$1,464,877.00		Contract Time With all Change Orders: 560 days
Cumulative Percent Change in Contract Price (+/-): 7.93%		Construction Contract End Date: (mm/dd/yy) 01/04/2021

CONSTRUCTION
RECOMMENDED:

By: J.D. Anderson
BUILDING PROGRAM MANAGER

Date: 3/10/2020

OWNER
APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

CONTRACTOR
ACCEPTED:

By: [Signature]
LUCAS CONSTRUCTION

Date: 3/10/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.



**27th Street Improvements Phase II
Change Order #3**

Item No.	Description	Unit Rate	Bid Quantity	Unit of Measure	Original Scheduled Value	Revised Bid Quantity	Revised Scheduled Value
CO3-1	Box Culvert W side of 27th & Ave Q. 1/2 (CIP)	\$ 185.00	88	LF	\$ -	88	\$ 16,280.00
CO3-2	Box Culvert Ave Q (all corners) (CIP)	\$ 185.00	208	LF	\$ -	208	\$ 38,480.00
CO3-3	Remove/Replace Driveway (2005 27th St)	\$ 85.00	12	SY	\$ -	12	\$ 1,020.00
CO3-4	Remove/Replace Driveway (2016 27th St)	\$ 85.00	17	SY	\$ -	17	\$ 1,445.00

Item No.	Description	Decrease in Contract Price	Increase in Contract Price
CO3-1	Box Culvert W side of 27th & Ave Q. 1/2 (CIP)	\$ -	\$ 16,280.00
CO3-2	Box Culvert Ave Q (all corners) (CIP)	\$ -	\$ 38,480.00
CO3-3	Remove/Replace Driveway (2005 27th St)	\$ -	\$ 1,020.00
CO3-4	Remove/Replace Driveway (2016 27th St)	\$ -	\$ 1,445.00
	TOTAL	\$ -	\$ 57,225.00
	TOTAL CHANGE REQUEST		\$ 57,225.00



City of Galveston

CAPITAL PROJECTS STAFF REPORT

March 16, 2020

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

From: J. Dudley Anderson
Building Program Manager

Re: Consider for approval of Change Order No. 4 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by \$36,966.38 from the amount of \$7,203,310.29 to a new total amount of \$7,240,276.67 (a cumulative increase of 6.6% from the original contract sum) and increasing the contract time by 90 days. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Hurricane Ike caused substantial damage to the Airport Wastewater Treatment Plant located at 7816 Mustang Drive in Galveston. Approximately 8 feet of water from the hurricane submerged much of the property and destroyed pumps, switches and control rooms throughout the plant.
- B. FEMA approved a Project Worksheet in the amount of \$1,185,785 to help the City restore the plant to its original function.
- C. The facility, though operating, has continued to deteriorate since the hurricane struck in September 2008. City officials determined that Community Development Block Grant disaster recovery funds would be needed to supplement the FEMA funding. City Council agreed in November 2015 to dedicate \$4,908,567 in CDBG-DR funds Disaster Recovery Non-Housing Round 2.2 for this purpose.
- D. The General Land Office approved LAN, Inc. to provide engineering design services for the Airport Wastewater Treatment Plant Improvements project, with the City contracting with LAN, Inc. for the FEMA portion of the project.
- E. The City Council subsequently awarded a contract with LEM Construction Co., Inc. in the amount of \$6,792,200.00 on May 24, 2018 for the construction of this project.
- F. Change Order #01 and 02 increased the contract amount \$281,477.09.
- G. Change Order #3 increased the contract amount \$129,633.20.
- H. The cumulative change in construction cost through Change Order #3 was 6.05%.

II. Current Situation

- A. The project is in the final completion phase and paperwork for close out should be complete in April 2020.
- B. The net increase of this change order is \$36,966.67.
- C. There are 5 items identified and recommended by City staff in this change order.
 - a. Item 300 - provides for the removal of 100 Cubic Yards of structural concrete from the scope of work.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- b. Item 320 – provides for the removal of 100 Cubic Yards of select fill from the scope of work.
 - c. Item 304 – provides for additional 183 Square Yards of concrete pavement
 - d. Item 316 – provides for removal of 31.42 Cubic Yards of grit removal from the scope of work.
 - e. Item 325 - provides for replacement of the deteriorated electric service weatherhead.
- D. LAN has recommended approval of this request.

III. Alternatives in order of priority

- A. Approve Change Order No. 4 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by \$36,966.38 from the amount of \$7,203,310.29 to a new total amount of \$7,240,276.67 (a cumulative increase of 6.6% from the original contract sum) and increasing the contract time by 90 days.
- B. Do not approve the request.

IV. Recommendation

Approve Change Order No. 4 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by \$36,966.38 from the amount of \$7,203,310.29 to a new total amount of \$7,240,276.67 (a cumulative increase of 6.6% from the original contract sum) and increasing the contract time by 90 days.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source:	FEMA Project Worksheet 14803 (SW-159)
	Construction \$ 835,712.70 (capped)
	Administration \$ 21,365.00
	CDBG DR Non-Housing Round 2.2
	Construction \$ 5,356,643.67 (\$36,966.38 increase)
	Administration \$ 222,327.00
	Sewer Bonds
	Construction \$ 1,047,920.30
	Administration \$ 20,960.00
Total Cost of Implementation	\$ 7,504,928.17

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Lockwood, Andrews & Newnam, Inc. 2925 Briarpark Drive, Ste 400 Houston, Texas 77042 Phone No.: 713-266-6900	Owner (Contractor Locality): City of Galveston P.O. Box 779 823 Rosenberg, Rm 205 Galveston, Texas 77553 Phone No.: 409-797-3630	Contractor: LEM Construction Co, Inc. 10849 Kinghurst, Suite 150 Houston, TX 77099 Phone No.: 281-495-9550 Agreement Date: 6/20/2018
Date: 03/11/2020 Project Code No.: P21561A-1b Bid Package No.: 9748-1_BID1	Contract For (Project Description): Airport Wastewater Treatment Plant Improvements	GLO Contract No.: Change Order No.: 4

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
300	Delete BA-4 Additional Structural Concrete Delete 100CY	\$15,000.00	
302	BA-5 Additional Select Fill Delete 100CY	\$2,500.00	
304	BA-6 Additional Pavement Add 183 SY		\$21,960.00
316	Additional Grit Removal Delete 31.42 CY	4,713.00	
325	Replace existing WWTP weatherhead using existing conduits and wire		\$37,219.38

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$6,792,200.00	Original Contract Time: 570 days
Previous Change Order(s): No. 1 to No. 3 \$411,110.29	Net Change from Previous Change Orders: 61 days
Contract Price Prior to this Change Order: \$7,203,310.29	Contract Time Prior to this Change Order: 631 days
Net Increase/Decrease of this Change Order: \$36,966.38	Net Increase/Decrease of this Change Order: 90 days
Contract Price With all Approved Change Orders: \$7,240,276.67	Contract Time With all Change Orders: 721 days
Cumulative Percent Change in Contract Price (+/-): +6.60 %	Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2020
Construction Contract Start Date: (mm/dd/yy) 7/13/2018	Construction Contract End Date: (mm/dd/yy) 7/3/2020

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: William E. Schlafer
ENGINEER
William E. Schlafer, P.E.

Date: 3/12/2020

APPROVED:

By: _____
OWNER

Date: _____

ACCEPTED:

By: Rosendo Cornejo
CONTRACTOR
Rosendo Cornejo

Date: 3/12/2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input checked="" type="checkbox"/> Decrease	<input type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "No", explain: Item 300, 302, and 304 are existing unit price items from the original contract. Item 316 is from previous Change Order No. 2. The contractor provided a proposal for Item Number 325. This item cost was evaluated and found to be competitive compared to similar work items on comparable type projects.			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Is the TCEQ permit approval still valid? (sewer projects only)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are other Disaster Recovery contractual special condition clearance still valid? (If no, specify):	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

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

March 12, 2020

Mr. Dudley Anderson
Building Program Manager
City of Galveston
Public Works Department
823 Rosenberg
Galveston, Texas 77550

Reference: Recommendation Letter – Change Order #04
Airport Wastewater Treatment Plant Improvements Project
City of Galveston, Texas

Dear Dudley:

Attached is Change Order #04 from LEM Construction Company, Inc. for the City of Galveston (City) Airport Wastewater Treatment Plant (WWTP) Improvements Project. The proposed changes increase construction cost \$36,966.38 and impacts the contract time by 90 days.

Lockwood, Andrews & Newnam, Inc. (LAN) has reviewed the change order and recommends the City approve this request. If you have any questions or need additional information, please contact us.

Sincerely,


William E. (Bill) Schlafer, P.E.
Senior Project Manager

Attachment

Cc: Trina Jankowski, City of Galveston



City of Galveston

CAPITAL PROJECTS STAFF REPORT

March 16, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider for approval Change Order No. 5 to the contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project, increasing the contract by \$113,251.02 from the amount of \$10,526,323.33 to a new total amount of \$10,639,574.35. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and reconstruction of 45th Street was included in the City of Galveston Capital Improvement Plan.
- B. This project includes rebuilding the roadway, installing larger inlets and lateral storm sewer system components to improve drainage, and replacement of aged water and sewer lines. Also included in the design are sidewalks and ADA ramps, bicycle and parking lanes.
- C. On 25 May 2017, the City Council approved Arceneaux, Wilson, and Cole, LLC. to perform engineering design for the 45th Street Improvements from Broadway to Seawall Boulevard project.
- D. The City Council awarded a contract with Main Lane Industries, Ltd. in the amount of \$8,994,097.00 on 13 December 2018 for the construction of this project.
- E. The contract was increased by \$854,026.00 (9.5%) to the amount of \$9,848,123.00 in Change Order No. 1 on 28 February 2019. This change provided the rebuild of 45th as concrete paving instead of asphalt.
- F. The contract was increased by \$172,130.00 (1.91%) to the amount of \$10,020,253.00 in Change Order No. 2 on 16 July 2019. This change increased the size of the water line from 8" to 12" on certain portions of 45th Street.
- G. The contract was increased by \$359,018.80 (3.99%) to the amount of \$10,379,271.80 in Change Order No. 3 on October 8, 2019. This change increased the capacity of the underground storm sewer system from Avenue K to Avenue N to improve drainage and avoid the probability of replacing the existing line at a higher cost later. The cumulative cost of change orders through CO#3 were 15.4%.
- H. The contract was increased by \$147,051.53 to the amount of \$10,526,323.33 in Change Order No. 4 on January 27, 2020 to provide for Storm Sewer system south of Avenue N on 45th Street and additional sanitary sewer line replacement.

II. Current Situation

- A. The construction schedule has been accelerated with placement of concrete paving along most of the east side of 45th Street and some of the west side. The preparation of subgrade to allow





City of Galveston

CAPITAL PROJECTS STAFF REPORT

placement of concrete paving on the west side of 45th has uncovered additional existing sanitary and storm sewer lines that are deteriorated, abandoned, or undersized and this change order provides for that scope of work.

- B. The condition or existence of these lines could not be determined until uncovered by current construction activity.
- C. Using the unit prices from their bid, Main Lane has submitted a proposal in the amount of \$113,251.02 to complete this additional work.
- D. Approval of this change proposal will increase the cumulative cost of the construction contract 18.3%, an increase of 1.26%.
- E. AWC (design engineer) has recommended approval of this request

III. **Impact or ramifications:**

The proposal will continue to allow completion of construction for rebuilding 45th Street from Broadway to Seawall.

IV. **Alternatives in order of priority**

- A. Approve Change Order No. 5 to the contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project, increasing the contract by \$113,251.02 from the amount of \$10,526,323.33 to a new total amount of \$10,639,574.35. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
- B. Do not approve the request.

V. **Recommendation**

Approve Change Order No. 5 to the contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project, increasing the contract by \$113,251.02 from the amount of \$10,526,323.33 to a new total amount of \$10,639,574.35. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source: General Obligation Bonds

Construction	\$ 7,524,355.55	(increase of \$113,251.02)
Contingency	\$ 0	
Inspection	\$ 130,000.00	
Materials Testing (est.)	\$ 60,000.00	

Water / Sewer Bonds

Construction	\$ 2,757,700.00	
Contingency	\$ 60,000.00	
Inspection	\$ 12,000.00	

Cost of implementation: \$ 10,913,574.35

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





March 13, 2020

Mr. Dudley Anderson
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

**RE: 45th Street Improvements from Broadway to Seawall
CHANGE ORDER NO. 5, AWC Job No. COG-150**

Dear Mr. Anderson:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 5 for the 45th Street Improvements from Broadway to Seawall project and recommends approval of the construction contract changes. We provide the following explanations for the proposed changes to the contract scope and associated cost.

Regarding this Change Order time and cost, the overall result for this change order is to increase the contract amount by \$113,251.02. These costs include the following changes in quantities:

Removal and plugging abandoned storm sewer line near Avenue U. This cost is shown in Cost Proposal 11.

- *New Bid Item 120 – Add 1 LS ~ Storm Sewer Removal at Ave U @ \$16,561.42/LS (\$16,561.42)

To replace a 6-inch and 8-inch sanitary sewer lines that ran parallel with a single 10-inch Sanitary Sewer line. Both lines were in bad shape and will provide the City with a single line to maintain. This cost is shown in Cost Proposal 12.

- Bid Item 45 – Add 334 LF ~ Remove Sanitary Sewer 8-inch and smaller @ \$10.00/LF (\$3,340.00)
- Bid Item 48 – Add 334 LF ~ 10-Inch PVC Sanitary Sewer @ \$120/LF (\$40,080.00)
- Bid Item 50 – Delete 333 LF ~ 6-Inch Sanitary Sewer Pipe Burst @ \$1100.00/LF (-\$36,630.00)
- Bid Item 52 – Add 334 LF ~ Bypass Pumping @ \$10.00/LF (\$3,340.00)
- *New Bid Item 121 – Add 5 EA ~ Extend Existing Sanitary Services @ \$1,548.83/EA (\$7,744.15)

Additional cost to provide a surface at Avenue Q to switch traffic. Contractor is waiting on relocation of AT&T lines at this intersection before concrete pavement can be installed. This is to keep the project progressing without delays. This cost is shown in Cost Proposal 13.

- *New Bid Item 122 – Add 95 Tons ~ Temp. Asphalt Base and Surface @ \$247.11/Ton (\$23,475.45)

An inlet needs to be added at Avenue R ½ to help with potential ponding concerns. This request was made and approved with RFI #39. This cost was submitted with Cost Proposal 16.

- Bid Item 117 – Add 1 EA ~ Type C Modified Inlet @ \$3,000.00/EA (\$3,000.00)
- Bid Item 38 – Add 50 LF ~ 15-Inch RCP @ \$180.00/LF (\$9,000.00)



These items are included to make necessary changes at Avenue O ½ and Avenue S. There were ramps and sidewalks added to help the existing pathways meet up with the new concrete pavement. This was requested and approved with RFI #34 and RFI #42.

- Bid Item 20 – Add 1,000 SY ~ Concrete Sidewalk @ \$58.00/SY (\$58,000.00)
- Bid Item 21 – Add 20 EA ~ ADA Ramp @ \$12,000.00/EA (\$24,000.00)
- Bid Item 11 – Add 1,000 SY ~ Remove Concrete Sidewalk @ \$10.00/SY (\$10,000.00)

The existing curb and gutters are being replaced with the new concrete design. It was the intent of the City to install new concrete pavement and hold the existing gutter elevations. The original curbs were taller than 6-inches in some areas. We may have erosion issues in areas where we are reducing the height of the curb. The contractor has provided the following cost difference to allow for 9-inch concrete curb to be used in lieu of 6-inch curb where needed. This was submitted and approved with RFI #41. The cost was submitted with Cost Proposal 15.

- Bid Item 113 – Delete 6,000 LF ~ 6-Inch Concrete Curb @ \$4.00/LF (-\$24,000.00)
- *New Bid Item 123 – Add 6,000 LF ~ 9-Inch Concrete Curb @ \$6.39/LF (\$38,340.00)

This is the estimate to remove the 24” CMP that was found between Avenue L and Cedar Lawn. The City tried to televise the line, but it is almost filled with debris. This request was made and approved with RFI #43. This cost was submitted with Cost Proposal 16.

- Bid Item 33 – Add 850 LF ~ Remove 24-Inch Storm Sewer @ \$10.00/LF (\$8,500.00)
- Bid Item 31 – Add 1 EA ~ Remove Storm Manhole @ \$500.00/EA (\$500.00)

The contractor has completed the water and the line stops were not needed to complete the work. This is the list of line stops that were not used.

- Bid Item 67 – Delete 4 EA ~ 10-Inch Line Stop @ \$4,500.00/EA (-\$18,000.00)
- Bid Item 68 – Delete 8 EA ~ 8-Inch Line Stop @ \$4,000.00/EA (-\$32,000.00)
- Bid Item 69 – Delete 4 EA ~ 6-Inch Line Stop @ \$3,000.00/EA (-\$18,000.00)
- Bid Item 70 – Delete 4 EA ~ 2-Inch Line Stop @ \$2,500.00/EA (-\$5,000.00)

I have attached Change Order No. 5 which modifies the contract to reflect this change for your consideration and action. Should you have any questions or require additional information, please contact our office.

Very truly yours,

Arceneaux Wilson & Cole LLC

TEXAS REGISTERED ENGINEERING FIRM F-16194

A handwritten signature in blue ink, appearing to read "Marc Ochoa", is written over a horizontal line.

Marc Ochoa, P.E.

Senior Project Manager



City of Galveston

45th Street Improvements (Broadway – Seawall) Construction Contract Change Order Number 5

Consultant: Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive, Suite 320 Port Arthur, Texas 77642 Phone No.: 409.724.7888		Owner: City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630		Contractor: Main Lane Industries, Ltd. 14115 Luthe Rd., Suite 100 Houston, TX 77039 Phone No.: 713.896.3141 NTP Date: 2/25/19	
<u>Change in Contract Price</u>			<u>Change in Contract Time (Calendar Days)</u>		
Original Contract Price:	\$	8,994,097.00	Original Contract Time:	365	days
Previous Change Order(s): No. 1 to No. 4	\$	1,532,226.33	Net Change From Previous Change Orders:	276	days
Contract Price Prior to this Change Order:	\$	10,526,323.33	Contract Time Prior to this Change Order:	641	days
Net Increase/Decrease of this Change Order:	\$	113,251.02	Net Increase/Decrease of this Change Order:	0	days
Contract Price With all Approved Change Orders:	\$	10,639,574.35	Contract Time With all Change Orders:	641	days
Cumulative Percent Change in Contract Price (+/-): + 18.30%			Construction Contract End Date: (mm/dd/yy)	11/27/20	

RECOMMENDED:

By: *Marc A. Cole*
ARCENEUX WILSON & COLE

Date: 03/13/2020

APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

ACCEPTED:

By: *[Signature]*
MAIN LANE INDUSTRIES

Date: 03/13/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

March 16, 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 #6 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$38,277.00 (0.36%) from the amount of \$11,194,142.20 to the amount of \$11,232,419.20, and extending the contract term by 59 days. 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. The cumulative change in construction cost through Change Order #5 is 4.3%





City of Galveston

CAPITAL PROJECTS STAFF REPORT

II. Current Situation

- A. The project is approximately 95% complete and will be completed in June 2020 unless other items are approved for inclusion by the GLO.
- B. Departments will be scheduled to move in April to May 2020.
- C. The City of Galveston has occupied the warehouse portion of the project.
- D. There are 4 items identified and recommended by City staff in this change order.
 - a. Item CO 6-provides exterior signage to identify the building that was not included in the original design as per Change Proposal (CP) 35.
 - b. Item 2 – provides power and tele/data connection for copy machines not originally included in the design as per CP 36.
 - c. Item 3 – provides for testing and balancing the HVAC equipment not previously specified in the original design as per CP 37.
 - d. Item 4 – provides for adding plastic laminate casework at window sills not included in the original design as per CP 38.
- E. The net **increase** of this change order is \$38,277.00.
- F. The cumulative change in construction cost is 4.66% including Change Order #6.
- G. The cost of construction changes is funded by CDBG Round 2.2.
- H. The change includes an additional 59 days. Contract end date will then be May 29, 2020.
- I. LAN has recommended approval of this request.

III. Alternatives in order of priority

- A. Approve Change Order #6 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$38,277.00 (0.36%) from the amount of \$11,194,142.20 to the amount of \$11,232,419.20, and extending the contract term by 59 days..
- B. Do not approve the change order.

IV. Recommendation

Approve Change Order #6 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$38,277.00 (0.36%) from the amount of \$11,194,142.20 to the amount of \$11,232,419.20, and extending the contract term by 59 days.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

V. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$11,232,419.20 (increase of \$38,277.00)
<u>Construction Administration</u>	<u>\$ 191,597.00</u>
Total Cost of Implementation	\$ 11,424,016.20

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Lockwood, Andrews & Newnam 2925 Briarpark Drive, Suite 400 Houston, TX 77042 Phone No.: 713-266-6900	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77553 Phone No.: 409-797-3500	Contractor: J.W. Kelso Company Inc. 7225 Harborside Drive Galveston, TX 77553 Agreement Date: 12/14/2017 Phone No.: 409-740-0266
Date: 03/09/2020 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.: 06

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
CO6-1	CP 35: Add exterior signage to the Administration building and Warehouse.		\$11,976.00
CO6-2	CP 36: Add power and data infrastructure for copiers and printers in the Administration building.		\$5,850.00
CO6-3	CP 37: Perform testing and balancing for the Administration building HVAC system.		\$12,315.00
CO6-4	CP 38: Add plastic laminate window sills in the Administration building.		\$8,136.00
	Totals		\$38,277.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$10,732,495.00	Original Contract Time: 576 days
Previous Change Order(s): No. 01 to No. 05 \$461,647.20	Net Change From Previous Change Orders: 207 days
Contract Price Prior to this Change Order: \$11,194,142.20	Contract Time Prior to this Change Order: 783 days
Net Increase/Decrease of this Change Order: \$38,277.00	Net Increase/Decrease of this Change Order: 59 days
Contract Price With all Approved Change Orders: \$11,232,419.20	Contract Time With all Change Orders: 842 days
Cumulative Percent Change in Contract Price (+/-): +4.66%	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) 5/29/2020

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
 * This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: 

ENGINEER

Lockwood, Andrews & Newnam,
Inc.

Date: 03/09/2020

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: 

CONTRACTOR

J.W. Kelso Company, Inc.

Date: 3/11/2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "No", explain: Cost proposals applicable to this change order were prepared from competitive subcontractor/supplier quotes contained in the attached supporting documents.			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Is the TCEQ permit approval still valid? (sewer projects only) N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are other Disaster Recovery contractual special condition clearance still valid?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

March 9, 2020

RE: City of Galveston Public Works Facility
LAN Project No. 170-10839-000
Change Order No. 6 Recommendations

Mr. Dudley Anderson, Building Program Manager
City of Galveston
823 Rosenberg Street Room 205
Galveston, Texas 77550

Dear Mr. Anderson:

LAN has reviewed each of the Change Order No. 6 cost proposals for additional scope items requested. Our findings are itemized below:

Item No. CO6-1, J.W. Kelso Cost Proposal 35:

The original bid documents did not include exterior signage for the Administration building and Warehouse. J.W. Kelso issued a cost proposal on January 16, 2020 in the amount of \$11,976.00 to supply and install the exterior building signs. LAN has reviewed the cost proposal and finds that the cost is reasonable and recommends acceptance of this proposal.

Item No. CO6-2, J.W. Kelso Cost Proposal 36:

City of Galveston Technology and Facilities personnel requested the addition of power receptacles and data ports to support the installation of copiers and printers in the Administration building. LAN furnished a design document, for which J.W. Kelso issued a cost proposal on February 20, 2020 in the amount of \$5,850.00 for the additional infrastructure. LAN has reviewed the cost proposal and finds that the cost is reasonable. LAN recommends acceptance of this proposal.

Item No. CO6-3, J.W. Kelso Cost Proposal 37:

The original bid documents excluded HVAC testing and balancing from the bid amount. J.W. Kelso submitted a cost proposal dated February 21, 2020 in the amount of \$12,315.00 for testing and balancing services for the Administration building HVAC system. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO6-4, J.W. Kelso Cost Proposal 38:

The glazing subcontractor did not include window sills in their bid. J.W. Kelso issued a cost proposal on February 24, 2020 in the amount of \$8,136.00 to furnish and install window sills where required. LAN has reviewed the cost proposal and finds that the cost is reasonable and recommends acceptance of this proposal.

In addition to the above, J.W. Kelso has advised that a contract time extension through the month of May 2020 is necessary. Therefore, Change Order 6 includes a contract time extension through May 29, 2020.

Mr. Dudley Anderson, Building Program Manager
City of Galveston
March 9, 2020
Page 2

The above representations are made with the best knowledge and information available as of this date.

Regards,

A handwritten signature in blue ink, appearing to read "Terre N. Musgrove", with a long horizontal line extending to the right.

Terre Musgrove, AIA
Program Manager



City of Galveston

CAPITAL PROJECTS STAFF REPORT

March 16, 2020

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

From: J. Dudley Anderson, Building Program Manager

Re: Consider for Approval: Amend City of Galveston Professional Contract with Lockwood, Andrews and Newnam, Inc. (LAN) for additional services in the amount of \$237,770.00 for Design and Engineering of the Pirates Beach Wastewater Treatment Plant (WWTP) and Associated Facilities Reconstruction

I. Background

- A. The Pirates Beach WWTP provides approximately 0.15 MGD average daily flow capacity for the sanitary sewer collection system in the West Area of Galveston.
- B. The Pirates Beach WWTP was originally designed and constructed by a Municipal Utility District (MUD) approximately 20 years ago and ownership and maintenance responsibility has been transferred to the City of Galveston.
- C. The Pirates Beach WWTP is in need of extensive repairs, upgrades and expansion to provide treatment for TCEQ compliance and future sanitary sewer inflows as a result of development growth.
- D. The current TCEQ permitted capacity is 0.625 MGD, but staff had determined that an expansion to 0.5 MGD will meet future demand needs.
- E. The City of Galveston has \$665,810 budgeted for design and \$5,918,681 for construction in its FY2020-2024 CIP Program.
- F. On February 29, 2016 the City Council approved a proposal from LAN in the amount of \$665,810 for Design and Engineering of the Pirates Beach Wastewater Treatment Plant (WWTP) and Associated Facilities Reconstruction.
- G. On April 12, 2016 the City Manager Executed an Agreement, between the City and LAN in the amount of \$665,810 for Design and Engineering of the Pirates Beach Wastewater Treatment Plant (WWTP) and Associated Facilities Reconstruction.
- H. As of December 31, 2019 LAN has completed 60% design and billed the City \$367,128.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

II. Current Situation:

- A. On November 5, 2019 LAN submitted correspondence with a revised request for additional scope and fees to complete the project.
- B. City Staff has met with LAN several times to determine the necessity for additional design services and any appropriate fees associated with that additional service.
- C. On March 12, 2020 LAN submitted correspondence with a revised request for additional scope and fees to complete the project as requested during the previous meetings

III. Issues:

- A. The design effort was delayed shortly after project inception by discovery that plant flow and reporting to TCEQ were inaccurate due to a discharge flow meter malfunction. LAN and the City of Galveston cooperated with TCEQ to rectify the situation and entered into a 6 month self-audit process.
- B. The City implemented corrective actions as a result of the above and avoided disciplinary actions and fines.
- C. LAN expended considerable resources in the investigative and compliance effort that were not part of the original scope of their work.
- D. The original design and construction proposals were based upon the facility operating as a sequence batch reactor (SBR).
- E. Based upon more accurate flow information other operating processes were considered to provide a more efficient plant. Several options were considered before LAN recommended a Conventional Activated Sludge operating system as the more effective dealing with large seasonal fluctuations in usage and the ability to reduce utility expense by 25%. This system does require additional design effort.
- F. Portions of the CAR plant are required to be elevated for passage of tidal surge and potential wave action to comply with FEMA requirements. This elevation requires deeper subsurface investigations for foundation design and thus additional expense.
- G. After review City staff has estimated the \$5,918,681 CIP construction cost should be revised to \$7,000,000.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- H. The total cost of design with proposed additional charges would be \$903,580. In general, design services cost for large projects are within 10%-15% of the estimated construction cost. At the revised \$7M construction cost estimate, the total design cost would be 12.9%.
- I. Terminating the City's Professional Contract with LAN would require the City to engage another professional design firm, thereby delaying the project another 6 to 12 months. Further, at 60% design with \$367,128 already billed by LAN, another professional firm would have to complete the design for \$537,692 to not exceed the total proposed LAN cost of \$904,820, which is not realistic.

IV. Alternatives:

- A. Authorize the City Manager to execute an Amendment to the City's Professional Contract with Lockwood, Andrews and Newnam, Inc. (LAN) for additional services in the amount of \$239,010 for Design and Engineering of the Pirates Beach Wastewater Treatment Plant (WWTP) and Associated Facilities Reconstruction.
- B. Do not approve the City Manager to execute an Amendment to the City's Professional Contract with Lockwood, Andrews and Newnam, Inc. (LAN) for additional services in the amount of \$239,010 for Design and Engineering of the Pirates Beach Wastewater Treatment Plant (WWTP) and Associated Facilities Reconstruction; and authorize the City Manager to terminate the Contract and request proposals from other design consulting firms to complete Design and Engineering of the Pirates Beach Wastewater Treatment Plant (WWTP) and Associated Facilities Reconstruction.

V. Recommendation:

It is recommended that the City Manager be authorized to execute an Amendment to the City's Professional Contract with Lockwood, Andrews and Newnam, Inc. (LAN) for additional services in the amount of \$239,010 for Design and Engineering of the Pirates Beach Wastewater Treatment Plant (WWTP) and Associated Facilities Reconstruction with the following requirements:

That design, plans and specifications be successfully completed within six months of execution of the Contract Amendment, and that no additional design funds be requested or paid to LAN for completion of these services.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

VI. Fiscal Impact

Requested by:

J. Dudley Anderson
Building Program Manager

Funding Source:

Sewer Capital Improvement Funds

Estimated Costs:

\$239,010

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager



March 12, 2020

Mr. Daniel Christodoss PhD, P.E.
City Engineer
Department of Public Works
City of Galveston
823 Rosenberg
Galveston, Texas 77550

Reference: Additional Engineering Fee Request
Pirates Beach Wastewater Treatment Plant Project
City of Galveston, Texas

Daniel:

Lockwood, Andrews & Newnam, Inc. (LAN) is under an engineering services contract to provide construction documents for a new wastewater treatment plant at the existing Pirates Beach Wastewater Treatment Plant (PB WWTP) site, including preliminary design, final design, bidding, and construction phase services. The project preliminary design was delayed for over 2 years while unanticipated and unscoped project initiation services were performed. These services are identified in the Additional Fee Request Scope of Services document, see attached.

Also attached are the additional fee request explanation/justification, cost breakdown spreadsheet identifying the additional design and fee required to complete the PB WWTP project and a final design final design phase schedule based on a start date of March 30, 2020. Due to the amount of time since the initial additional fee request and the original contract execution, the labor rates for the Addition Final Design, Additional Project Management Services, Bid Phase Services and Construction Phase Services have been adjusted to the 2019 rates. The labor rates for the Unscoped Project Initiation Services remained the same. Following is a breakdown of the requested fees:

Description	Fees
Unscoped Project Initiation Services	\$98,750
Additional Final Design	\$97,680
Additional PM Services	\$2,620
Additional Geotechnical Investigation	\$8,580
Additional Services Fee Total	\$207,630
Bid Phase & Construction Phase Services Rate Adjustment	30,140
Total Additional Fee Request	\$237,770

The additional engineering fee and proposed final design phase schedule are based on the following assumptions:

1. Remaining in person project meetings:
 - a. Building permit department meeting to identify project specific requirements
 - b. 95% design submittal review workshop to document all City review comments
2. Existing power service evaluation, recommendations, design and construction coordination will be completed by the City. LAN will provide PB WWTP power service requirements.
3. Project status reports were eliminated and removed from the scope.
4. All in person project meetings, other than the two identified in Item 1 above, were eliminated and removed from the scope.
5. There will be 5 one-hour monthly progress conference calls to explain design progress and help maintain project schedule.
6. LAN agrees to request any required information early enough to allow the City a reasonable time to respond before the item becomes critical to the process. City agrees to provide requested information on a timely basis.
7. LAN agrees to provide a 100% Bid Ready Package in the time frame shown on the attached schedule.
8. City agrees to help facilitate reasonable building permit review comments and the permit approval process. City will initiate this process March 16, 2020 using 60% Design submittal.
9. City agrees to provide one set of consolidated 95% design submittal review comments within 2 weeks of receiving the documents. A 95% Design Submittal Review Workshop is included to help facilitate this item.
10. City agrees that failure to provide timely and complete 95% submittal review comments shall be considered City Delay.
11. City agrees the 100% Bid Ready Package will only be reviewed to confirm 95% review comments were addressed; no new review comments.
12. City Delay and/or a force Majeure event shall extend deliverable deadlines one day for each day of City Delay and/or Force Majeure.

If you have any questions or need additional information, please contact me.

Sincerely,



William E. Schlafer, P.E., PMP
Senior Project Manager

Attachments:

Additional Fee Request Explanation/Justification
Additional Fee Request Scope of Services
Additional Fee Request Cost Breakdown
Final Design Schedule

cc: Dan Buckley, City of Galveston
Brandon Cook, City of Galveston
Dudley Anderson, City of Galveston
Trino Pedraza, City of Galveston



ADDITIONAL FEE REQUEST EXPLANATION/JUSTIFICATION

Additional fee discussions were initiated in October 2018. There has been considerable discussion about protecting the facilities as best as possible from a significant storm event. The PB WWTP design will be enhanced by placing all raised structures on elevated platforms that will be supported by deep piles. The platforms will be above the most recent FEMA identified flood elevations and wave heights. Elevated platform construction allows flood waters and waves to move essentially unobstructed below the structures thereby protecting them from flood and wave damage. As requested by the City staff, additional description of these services is provided below.

Actual Plant Flow Identification: From project inception through project initiation the average daily flow for the PB WWTP was identified as 15,000 gallon per day (gpd). The project scope called for a plant expansion to 500,000 gpd. LAN explained during initial project discussions that an expansion from 15,000 to 500,000 gpd was not feasible or practical. LAN obtained multiple types of data to help identify the WWTP flow that included residential connections, homeowner water bills, lift station pumping records, lift station influent records to verify pumping records, WWTP records for daily, monthly and annual flows. LAN helped the City discover that there was a discharge flow meter malfunction and that the actual average daily flows were 0.15 MGD.

Realizing that the PB WWTP flows had been under reported to the TCEQ for some period of time, LAN researched and identified that the City could enter into a TCEQ approved 6-month Self-Audit process that would allow the City to discover and identify previous fineable events, report these events to the TCEQ along with the appropriate correct action and avoid the associated fines. LAN contacted an attorney who in turn assisted the City with entering the self-audit process. Subsequently, the City reported the results to the TCEQ, implemented corrective actions and avoided disciplinary actions and fines.

Buffer Zone Requirements: During the initial project document review, LAN identified the PB WWTP did not have the TCEQ required 150-foot buffer zone for WWTPs. Based on the homes constructed adjacent to the PB WWTP there was no way to expand the plant and create the 150-foot buffer zone. LAN contacted the TCEQ to identify options to address the buffer zone issue. Subsequently, LAN developed a revised design approach to mitigate the lack of a buffer zone.

Plant Process Options: The project was initiated based on the City request that the PB WWTP replacement facility be a sequence batch reactor (SBR) plant similar to the existing Tarramar Beach WWTP. Based on the initial flow issues discussed above, other treatment processes had to be considered as an SBR would not be feasible with the extremely low flow conditions. LAN evaluated Intermittent Cycle Extended Aeration System SBR (ICEAS SBR), Conventional Activated Sludge (CAS), Membrane Bioreactor (MBR) and Moving Bed Biofilm Reactor (MBBR) wastewater treatment process for the Pirates Beach facility. Preliminary site layouts and budgetary cost estimates were prepared for each process. LAN identified five optimum site layouts, prepared site plans and budgetary cost estimates for each. LAN arranged for and took City staff on a site visit to an operating CAS plant with a modified aeration approach that was



ADDITIONAL FEE REQUEST EXPLANATION/JUSTIFICATION

saving the owner 25% a month on utility bills. LAN presented five site layouts utilizing three different treatment processes to facilitate City selection of the preferred process option and allow initiation of the preliminary design.

Additional Final Design Services: Additional final design effort is required based on several things identified during the project initiation services. These items include:

1. **Additional Design for Conventional Activated Sludge (CAS):** The very restricted site size forced the WWTP layout to be compressed when the design transitioned from a sequencing batch reactor (SBR) plant to a CAS plant. An atypical configuration was required. There are significantly more design calculations/decisions for a CAS plant than an SBR plant. These include detailed basin and clarifier sizing and RAS/WAS flowrate identification.
2. **Enhanced Odor Control Design:** Prepare enhanced odor control system to mitigate the lack of a site buffer zone. Since the site does not have the 150-foot buffer zone, TCEQ requires additional odor control measures to protect adjacent property owners from potential odors.
3. **Blower & MCC Building Elevated Platform Design:** The design is enhanced to provide elevated structures on platforms supported by deep piles to mitigate against storm and wave impacts instead of multi-level buildings to house blowers and MCCs on the second floor.
4. **UV and Filters Elevated Platform Design:** The design is enhanced to provide elevated structures supported by deep piles to mitigate against storm and wave impacts for the UV and Filters facilities instead of at grade structures. Initial scope simply included the UV and filters as at-grade concrete structures.
5. **Design Accommodating 3 Separate Influent Discharges:** During the project initiation phase it was discovered that flows to the PB WWTP are from three separate sources: the adjacent influent lift station and two separate off-site force mains. Since the proposed WWTP discharge location and elevation will be different than the existing facility, special design and coordination will be required.
6. **Existing Power Service Evaluation & Recommendations:** This task recently requested by the City is to review existing power services, evaluate needed modifications and identify power service recommendations. Prepare design drawings and specifications to implement these recommendations. During construction, coordinate with the City and the power service company to support installation of the recommended and designed power service.

Additional Site Geotechnical Investigation: The PB WWTP design will be enhanced by placing all raised structures on elevated platforms supported by deep piles. An additional site geotechnical investigation is needed to provide recommendations for drilled shafts or auger cast piles to support the planned elevated structures, including the UV/Filters platform and MCC/Blower building. The original project scope did not include the need for elevated structures as SBRs are a combined facility without separate structures. The initial geotechnical work did not collect data for the unanticipated elevated structure design.



ADDITIONAL FEE REQUEST SCOPE OF SERVICES

UNSCOPE D PROJECT INITIATION SERVICES

Actual Plant Flow Identification (Tasks 0.10 – 0.16)

- A. Average daily plant flows initially identified as ~15,000 gallons/day; City requested expansion to 0.5 MGD:
 - i. Effort to overcome challenge to design an expansion from 15,000 gallons/day to 0.5 MGD (insufficient loading to sustain City desired treatment process)
 - ii. Obtained and evaluated historical average number of residential connections
 - iii. Obtained and evaluated service area customer water bills
 - iv. Obtained and evaluated historical lift station pumping records
 - v. Used historical lift station influent records to verify pumping records
 - vi. Obtained and evaluated historical treatment plant data including:
 - 1. Daily flow
 - 2. Average monthly flow
 - 3. Average annual flow
- B. Assisted the City to identify discharge flow meter malfunction
- C. Identified the actual average daily flow as 0.15 MGD.
- D. Researched and identified TCEQ approved Self-Audit Process:
 - i. Allowed City 6 months to perform a self-audit
 - ii. City reported results to TCEQ
 - iii. City implemented remedial actions
 - iv. City avoided disciplinary actions and fines

Buffer Zone Requirements (Tasks 0.17 – 0.18)

- A. Obtained and reviewed historical plant design information
- B. Identified there was no existing buffer zone at the plant site
- C. Contacted TECQ
 - i. Identified options to address buffer zone issue
 - ii. Developed revised design approach to mitigate no buffer zone

Plant Process Options (Tasks 0.19 – 0.22)

- A. Original City direction was design sequence batch reactor (SBR) plant
- B. Initial flow issues (Item 1 above) required other treatment processes to be considered
- C. Evaluated the following treatment processes options for the proposed PB WWTP:
 - i. SBR
 - ii. Intermittent Cycle Extended Aeration System SBR (ICEAS SBR)
 - iii. Conventional activated sludge (CAS)
 - iv. Membrane bioreactor (MBR)
 - v. Moving bed biofilm reactor (MBBR)
- D. Developed preliminary site layouts and budgetary cost estimates for each process.
- E. Identified five optimum site layouts, prepared and presented information to the City

ADDITIONAL FEE REQUEST SCOPE OF SERVICES

- F. Facilitated and lead City staff site visit to an operating CAS plant with a modified aeration approach.
- G. Presented five site layouts utilizing three different treatment processes to facilitate City selection of the preferred process option and allow initiation of the preliminary design.

ADDITIONAL DESIGN SERVICES

Additional final design tasks based on project conditions identified in the unscoped project initiation phase include the following:

Task 2.0 – Final Design Services:

Task 2.17 – Additional Design for Conventional Activated Sludge (CAS):

The very restricted site size forced the WWTP layout to be compressed when the design transitioned from a sequencing batch reactor (SBR) plant to a CAS plant. An atypical configuration was required. There are significantly more design calculations/decisions for a CAS plant than an SBR plant. These include detailed basin and clarifier sizing and RAS/WAS flowrate determination.

Task 2.18 – Enhanced Odor Control Design: Prepare an enhanced odor control system to mitigate the lack of a buffer zone at the site. Since the site does not have the 150-foot buffer zone, TCEQ requires additional odor control measures to protect adjacent property owners from potential odors.

Task 2.19 – Blower & MCC Building Elevated Platform Design: The design is enhanced to provide elevated structures on platforms supported by deep piles to mitigate against storm and wave impacts instead of multi-level buildings to house blowers and MCCs on the second floor.

Task 2.20 – UV and Filters Elevated Platform Design: The design is enhanced to provide elevated structures supported by deep piles to mitigate against storm and wave impacts for the UV and Filters facilities instead of at grade structures. (Initial scope simply included the UV and filters as at-grade concrete structures.)

Task 2.21 – Design Accommodating 3 Separate Influent Discharges: During the project initiation phase it was discovered that flows to the PB WWTP are from three separate sources: the adjacent influent lift station and two separate off-site force mains. Since the proposed WWTP discharge location and elevation will be different than the existing facility, special design and coordination will be required.

Task 2.22 – Additional Design Items Construction Drawings: Create construction drawings associated with the additional design items described in Tasks 2.17 – 2.21.

Task 2.23 – Additional Design Coordination Meetings with Owner: Schedule meeting, prepare meeting agendas, attend and facilitate meetings and prepare/distribute meeting summaries for design meetings associated with the additional design items described in Tasks 2.17 – 2.21.



ADDITIONAL FEE REQUEST SCOPE OF SERVICES

Task 2.24 – Existing Power Service Evaluation & Recommendations: Review the existing power services, evaluate modifications needed with the proposed plant improvements and document power service recommendations.

Task 2.25 – Power Service Modernization Design: Prepare design drawings and specifications to implement the power service recommendations.

Task 4.0 – Limited Construction Services:

Task 4.15 – Power Service Coordination: Coordinate with the City and the power service company to support installation of the recommended and designed power service.

Task 5.0 – Project Management Services:

Task 5.2 – Provide Owner Additional Project Status Reports: Prepare project status reports and distribute either with project invoices or via email.

Task 5.3 – Additional Project Meetings (Schedule, Prepare Agendas & Meeting Summaries): Schedule all required meetings with Owner, develop meeting agendas, attend and guide meeting discussions, prepare meeting summaries, and distribute electronic (PDF) summaries to all parties in attendance.

Task 5.6 – Prepare & Submit Project Invoices: Prepare and submit project invoices for review and subsequent processing by Owner.

ADDITIONAL SERVICES

Additional Site Geotechnical Investigation:

The PB WWTP design will be enhanced by placing all raised structures on elevated platforms supported by deep piles. An additional site geotechnical investigation is needed to provide recommendations for drilled shafts or auger cast piles to support the planned elevated structures, including the UV/Filters platform and MCC/Blower building. The original project scope did not include the need for elevated structures as SBRs are a combined facility without separate structures. The initial geotechnical work did not collect data for the unanticipated elevated structure design. Based on the preliminary design loading, drilled piers may need to extend as deep as 50 to 60 feet and geotechnical borings should be at least 10 feet below the estimated pier depth. The geotechnical report will provide drilled shaft capacity curves (LPile outputs) and design recommendations for the piers.

The additional engineering fee and proposed final design phase schedule are based on the following assumptions:

1. Remaining in person project meetings:
 - a. Building permit department meeting to identify project specific requirements
 - b. 95% design submittal review workshop to document all City review comments



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

ADDITIONAL FEE REQUEST SCOPE OF SERVICES

2. Existing power service evaluation, recommendations, design and construction coordination will be completed by the City. LAN will provide PB WWTP power service requirements.
3. Project status reports as these were eliminated and removed from the scope.
4. All in person project meetings, other than the two identified in Item 1 above, were eliminated and removed from the scope.
5. There will be 5 one-hour monthly progress conference calls to explain design progress and help maintain project schedule.
6. City agrees to provide requested information on a timely basis.
7. LAN agrees to provide a 100% Bid Ready Package in the time frame shown on the attached schedule.
8. City agrees to help facilitate reasonable building permit review comments and the permit approval process.
9. City agrees to provide one set of consolidated 95% design submittal review comments within 2 weeks of receiving the documents. A 95% Design Submittal Review Workshop is included to help facilitate this item.
10. City agrees that failure to provide timely and complete 95% submittal review comments shall be considered City Delay.
11. City agrees the 100% Bid Ready Package will only be reviewed to confirm 95% review comments were addressed; no new review comments.
12. City Delay and/or a force Majeure event shall extend deliverable deadlines one day for each day of City Delay and/or Force Majeure.

END OF SCOPE

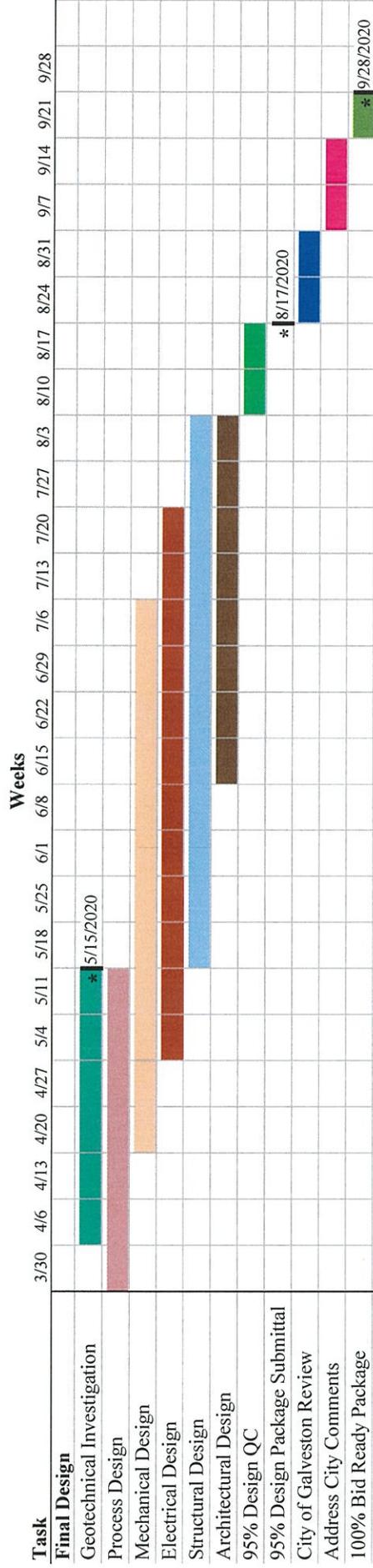
City of Galveston
Pirates Beach Wastewater Treatment Plant Reconstruction Project
Additional Fee Request Cost Breakdown

March 2020

Task No.	Basic Services Task Description	Total Cost
Task 0.0 - Unscoped Project Initiation Services		
Actual Plant Flow Identification		
0.10	Identify Existing Discharge Flow Issue	\$ 5,160
0.11	Obtain & Evaluate Residential Utility Records	\$ 6,270
0.12	Obtain & Evaluate Existing Lift Station Pumping Records	\$ 5,280
0.13	Obtain & Evaluate Existing WWTP Discharge Records	\$ 4,790
0.14	Identify Estimated Existing Discharge Flow (ADF)	\$ 5,160
0.15	Identify TCEQ Response to Discharge Flow Issue	\$ 7,840
0.16	Assist Owner to Initiate TCEQ WWTP Self Audit	\$ 5,860
Buffer Zone Requirements		
0.17	Identify Existing Buffer Zone Status	\$ 2,090
0.18	Develop Approach to Mitigate Lack of Buffer Zone	\$ 6,140
Plant Process Options		
0.19	Evaluate Three WWTP Process Options	\$ 13,400
0.20	Develop Five Potential Site Plans	\$ 17,910
0.21	Site Visit & Process Option Evaluation Meetings	\$ 12,580
0.22	Off-site Lift Station Evaluation	\$ 6,270
Subtotals		\$ 98,750
Task 2.0 - Additional Final Design Services		
2.17	Additional Design for Conventional Activated Sludge	\$ 10,820
2.18	Enhanced Odor Control Design	\$ 10,140
2.19	Blower Building with MCC Elevated Platform Design	\$ 12,850
2.20	UV Filter Elevated Platform Design	\$ 11,380
2.21	Design Accommodating 3 Separate Influent Discharges	\$ 7,700
2.22	Additional Design Items Construction Drawings	\$ 39,400
2.23	Additional Design Meetings with Owner (Bldg Permit & 95% Review Workshop)	\$ 5,390
2.24	Existing Power Service Evaluation & Recommendations [REMOVED FROM SCOPE]	\$ -
2.25	Power Service Modernization Design [REMOVED FROM SCOPE]	\$ -
Subtotals		\$ 97,680
Task 4.0 - Limited Construction Services		
4.15	Power Service Coordination [REMOVED FROM SCOPE]	\$ -
Subtotals		\$ -
Task 5.0 - Project Management Services		
5.2	Provide Owner Additional Project Status Reports [REMOVED FROM SCOPE]	\$ -
5.3	Additional Project Meetings (Schedule, Agendas & Minutes) [REMOVED FROM SCOPE]	\$ -
5.6	Prepare & Submit Project Invoices	\$ -
5.7	Monthly Project Status Conference Calls	\$ 2,620
Subtotals		\$ 2,620
Basic Services Total		\$ 199,050
Additional Services		
	Additional Geotechnical Site Investigation	\$ 7,800
	LAN Sub Coordination (10% of Subcontracts)	\$ 780
Additional Services Total		\$ 8,580
Basic & Additional Services Total		\$ 207,630
Bid & Construction Phase Services Rate Adjustment		\$ 30,140
Total Additional Fee Request		\$ 237,770

City of Galveston
 Pirates Beach Wastewater Treatment Plant Reconstruction Project
 Estimated Final Design Completion
 Project Schedule

March 2020



* Milestones



City of Galveston

CAPITAL PROJECTS STAFF REPORT

March 16, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of a contract with Texas Gulf Construction Company, Inc. for Legas Drive Bulkhead (RFP #20-03) in the amount of \$661,800.72, and approval of a total project budget of \$790,495. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Neighborhood Improvement Program began in 2013 as an initiative that would set aside a certain amount of funds for City Council members to use in order to make discretionary neighborhood improvements within their elected districts.
- B. The Lake Madeline Riprap Replacement-Legas Drive & Lakeview Street project was approved as a Neighborhood Improvement Program project for District 6 with a budget of \$350,000.
- C. The Legas Drive bulkhead is located adjacent to the intersection of Legas Drive and Lakeview Street.
- D. The existing bulkhead that has failed will be partially demolished, backfilled and stabilized.
- E. The project involves the installation of a temporary sheet pile coffer dam adjacent to the existing concrete toe-wall, new asphalt road, new inlets, new concrete sidewalk, and new 18-inch storm sewer pipe to repair the bulkhead.
- F. To reduce the project cost, the design concept was revised from a concrete toe wall to a sheet pile bulkhead wall, so it can be re-advertised for bids.
- G. Prior to design and re-advertisement, geotechnical engineering will be required to provide guidance on sheet pile bulkhead anchoring and material selection.
- H. City requested a proposal from Intertek PSI that was prequalified by City Council in September 2018 to perform geotechnical engineering services.
- I. City Council approved a proposal from Intertek PSI for \$88,694 to perform design-construction administration and construction material testing
- J. Geotechnical Engineering Services have been completed and project construction plans were prepared and advertised as an RFP for receipt of Sealed Competitive Proposals.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

II. Current Situation

- A. The project was advertised as RFP #20-03 to provide the ability to negotiate with the most qualified respondent.
- B. The RFP responses were received on December 4, 2019.
- C. One (1) response was received:

	<u>Score</u>
Texas Gulf Construction Co., Inc.	NA

- D. Texas Gulf Construction Co., Inc. proposed a cost of \$751,009.50 which was more than anticipated. Negotiations and value engineering ensued between the City and Texas Gulf Construction Co., Inc. The proposed cost was reduced to \$661,800.72 without jeopardizing quality.

III. Impact or ramifications:

The project is necessary to prevent further failure of the street, curb, bulkhead, and outfall structure at Legas Drive.

IV. Alternatives in order of priority

- A. Approve a contract with Texas Gulf Construction Company, Inc. for Legas Drive Bulkhead (RFP #20-03) in the amount of \$661,800.72, and approval of a total project budget of \$790,495. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
- B. Do not approve the request.

V. Recommendation

- A. Approve a contract with Texas Gulf Construction Company, Inc. for Legas Drive Bulkhead (RFP #20-03) in the amount of \$661,800.72, and approval of a total project budget of \$790,495. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

VI. Fiscal Impact Report

Requested by:

J. Dudley Anderson
Building Program Manager

Funding Source:

Infrastructure and Debt Service Fund

Construction Cost	\$	661,800.72
Contingency	\$	20,000.00
Construction Administration	\$	20,000.00
Material Testing & design	\$	88,694.00
Total Cost of Implementation	\$	790,494.72

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





FLESCH ENGINEERING, LLC.

10200 Richmond Avenue, Suite 120, Houston, Texas 77042
Tel. 713-766-3656 Fax 713-574-3049

*** Program Management * Engineering * Construction Administration Services ***

February 25, 2020

Attention:

Susan Serrano
Purchasing Supervisor
City of Galveston
823 Rosenberg
Galveston TX 77583

Re: City of Galveston RFP 20-03 Legas Drive - Texas Gulf BAFO
Engineer's Award Recommendation

Dear Susan:

We approve the award of the construction contract to Texas Gulf Construction Company to install the bulkhead and related work along Legas Drive. As you know, we met with City and the contractor January 10, 2020 to discuss the contractor's bid. We have evaluated and approved the contractor's substitutions related to the sheet piles. We have also reviewed the line item modifications that have resulted in a reduction in their bid.

Based on this evaluation, we feel the contractor's "Best and Final Offer" addresses the project's technical requirements and recommend award.

Please call if you have any questions or need further information.

Sincerely,

A handwritten signature in black ink that reads "Fred E. Flesch".

Fred E. Flesch, P.E.
Project Manager
Flesch Engineering, LLC
832-266-0026



City of Galveston

CAPITAL PROJECTS STAFF REPORT

March 16, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of a contract with Wharton-Smith, Inc. for construction of the Airport Water Plant Expansion (RFP #20-01) in the amount of \$8,668,931.00, and approval of a total project budget of \$9,598,931. 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 Dannenbaum Engineering Corporation to perform engineering design for the Airport Water Plant Expansion December 14, 2017

II. Current Situation

- A. The project was advertised on June 10, 2019 as RFP #20-01 to provide the ability to negotiate with the most qualified respondent.
- B. The RFP responses were received on December 9, 2020.
- C. Three (3) responses were received and scored as follows:

	<u>Score</u>
Wharton-Smith, Inc.	2,113.00
LEM Construction	1,991.30
Hensel Phelps.	1,908.86

Wharton-Smith, Inc. received the highest score.

- D. Wharton-Smith proposed a cost of \$9,847,000.00 which was more than anticipated. Negotiations and value engineering were begun between the City and Wharton-Smith, Inc. and the proposed cost was reduced \$1,178,069.00 without jeopardizing quality within the project budget. The total project budget of \$9.6 million is greater than the FY 2020 Capital Budget amount of \$7.5 million. Water and wastewater projects will be funded on a first-in first-out basis as explained at the time of Capital Budget consideration and adoption.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

II. **Impact or ramifications:**

The project is part of the City's continued efforts to expand services to the citizens. This project coordinates with the overall upgrading of the water delivery system for Galveston.

IV. **Alternatives in order of priority**

- A. Approve a contract with Wharton-Smith, Inc. for construction of the Airport Water Plant Expansion (RFP #20-01) in the amount of \$8,668,931.00, and approve a total project budget of \$9,598,931. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
- B. Do not approve the request.

V. **Recommendation**

Approve of a contract with Wharton-Smith, Inc. for construction of the Airport Water Plant Expansion (RFP #20-01) in the amount of \$8,668,931.00, and approve a total project budget of \$9,598,931. 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
Building Program Manager

Funding Source: CO Bonds

Construction Cost	\$ 8,668,931.00
Contingency	\$ 700,000.00
Construction Administration	\$ est. 80,000.00
Material Testing (estimated)	\$ <u>est. 150,000.00</u>
Total Cost of Implementation	\$ 9,598,931.00

Respectfully Submitted,


J. Dudley Anderson
Building Program Manager



March 11, 2020

Dudley Anderson
City of Galveston
823 Rosenberg Street
P.O. Box 779
Galveston, Texas 77553

RE: **Letter of Recommendation**
City of Galveston
Airport Water Plant Expansion

Dear Mr. Anderson:

At 2:00 P.M. on December 9, 2019, proposals were received on the above referenced project at the Galveston City Hall. Three (3) proposals, from Wharton-Smith, Inc., Hensel Phelps and LEM Construction, were received and all were considered responsive proposers, providing all documentation duly completed as required in the Request for Proposals.

The proposals were reviewed, evaluated and scored based on the five (5) evaluation factors, which were; cost, past performance on similar projects, overall experience of project management, proposed schedule/timeline, and references provided. Based on those categories the Evaluation Committee scored Wharton-Smith, Inc. the highest, with particular emphasis on cost and past performance on similar projects. Please see the attached Evaluation Committee Results for your information.

References were checked and all responses came back positive. Subsequently, the City and Wharton-Smith, Inc. engaged in a negotiation, which resulted in a value engineering cost savings of \$1,178,069. Please find the attached Best and Final Offer submitted by Wharton-Smith, Inc. Therefore, Dannenbaum Engineering Corporation recommends that the project be awarded to Wharton-Smith, Inc., based on their Total Lump Sum Base Bid of \$8,668,931.00.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Tyson Arnold, P.E.
Associate – Public Works Division

Attachments: Evaluation Committee Results
Wharton-Smith Best and Final Offer

Airport Water Plant Expansion

Name	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Total
Wharton Smith	455	508	575	575	2,113.00
LEM Construction	454.65	478	514.65	544	1,991.30
Hensel Phelps	387.43	477	537.43	507	1,908.86

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - FEBRUARY 27, 2020

2/27/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 9:05 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

3. 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 8B, 8C, 10B, 10C, 10D, 10D.1, 10D.3, 11E, 11F, 11G, 11H, 11I, 11K, 11N, 11Y, and 12B were clarified by Staff.

3.B. Beach Access Plan Update To Council (D. Henry - 1 Hour)

Catherine Gorman and Dustin Henry provided an update on the Beach Access Plan. Topics of discussion included the summary/timeline, summary of non-compliance issues, update on non-compliance issues, and Seawall Beach User Fee. The next steps include (1) developing GIS-based Signage Master Plan for all access points, (2) continue meeting/follow-up with Property Owners' Associations walkovers/paths to the beach, (3) develop and implement plan to replace parking spaces lost to Seawall Improvements, and (4) coordinate with other partners to develop plans and identify funding sources for Pocket Parks #3 and #4. The Beach/dune Ad Hoc Committee recommendations related to the Beach Access Plan, Dune Protection Standards, and Beach Maintenance Standards were provided. Committee Chair Jerry Mohn provided the following recommendations from members of the Ad Hoc Committee: (1) Beach Access Plan and Dune Protection Standards - staff to evaluate and study possible implications of implementation of Committee recommendations, develop staff recommendations and implementation timeline, and present to Council; (2) receive direction from Council on how to proceed with recommendations that are not related to Beach Access or Dune Protection. Committee member Rhonda Gregg advised that staff is working with numbers that are arbitrary, and the City is dealing with a years old plan that is no longer relevant. She advised the city's goal should be following requirements in the Texas Administrative Code which is one car for every 15 linear feet of beach in front of a subdivision. Catherine Gorman advised that the GLO's stance with city staff is the city must come into compliance with the 2012 plan before any changes can be made to beach user fees or any recommendations from the ad hoc committee. This item will be placed on the March workshop agenda for further discussion.

3.C. Discuss Proposed Amendments To The Bylaws And Articles Of Incorporation For The Following: (Yarbrough - 1 Hour)

IDC articles are greater priority. Would like to get the IDC articles updated in March. RDA and Housing Finance Council voted to appoint one board for both boards. Changes to Housing Finance would come to Council later in the summer. Council will consider appointments in March. Discussion was held regarding proposed amendments to the Industrial Development Corporation's Bylaws and Articles of Incorporation.

3.D. Report Of City Council's Park Board Representative (Collins/Yarbrough - 10 Minutes)

CM Collins reported that the Park Board is going forward with moving vegetation on top of the sand from Stewart Beach to Babe's Beach to hold sand closer to the Seawall. After the

vegetation is transported to Babe's Beach, the remaining sand will be used to spread back over the parking lot. This work will be done between Spring Break and Easter. He reported that the Battleship Texas RFP is still be worked on at this time. He and CM Listowski are talking to interested parties in the community and the Park Board, and are talking to the Port of Houston because it will require some cooperation from them. He reported that the five year CIP is on the Council agenda for action today.

4. ADJOURNMENT

The workshop was adjourned at 12:50 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - FEBRUARY 27, 2020

2/27/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the meeting was called to order at 1:20 p.m.
2. ROLL CALL
Present: Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.
3. INVOCATION
The Invocation was given by CM Hardcastle.
4. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance to the American Flag and Texas Flag were led by Mayor Yarbrough.
5. CONFLICTS OF INTEREST
None.
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences - **Mayor Yarbrough expressed condolences to City Manager Brian Maxwell and family. His mother lost her brother, Jimmy Frederickson last week who not only was a Ball High graduate but also a U. S. Naval Academy graduate.**
 2. Information regarding holiday schedules
 3. Recognition of individuals
 - A. Report from Sister Cities Program Committee Member Leah Tuten on her trip to Niigata, Japan - **Ms. Tuten provided a report on her trip to Niigata. Ms. Tuten, and other Committee Members Sherry Rooks and Joe Capadona presented a gift from the Niigata Mayor to Mayor Yarbrough.**
 - B. Energy Innovation Month Proclamation - **presented by MPT Brown.**
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
Claims: 20-005 - Jason and Karla Levy; 20-006 - Demeta Paul; 20-007 - Devon McNeill; 20-008 - Natalie Ramirez; 20-009 - Allie Hallback; 20-010 - Vincent Smith; 20-011 - Stefanie Subramanian; 20-012 - Curtis Parks Sr; 20-013 - LaMonte Brown; 20-014 - Godfrey Reggio; 20-015 - Maria Tripovich; 20-016 - Rick Alexander.
8. PUBLIC HEARINGS
 - 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Commercial, (C) Base Zoning District With A Height

And Density Development Zone, Zone-6 (C-HDDZ-6) Overlay Zoning District To Allow A Ten-Story Apartment Development To Be Constructed On The Property Commonly Known As 12212 San Luis Pass Road And Which Is Legally Described As The West 311.7 Feet Of Lot 1, Resort Subdivision, In The City And County Of Galveston, Texas; Planning Case Number 20P-002; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (J. Norman)

Ordinance No. 20-013 was read by caption. Janice Norman provided staff comments. The applicant Brax Easterwood and the Property Owner/Builder Miguel Prida provided additional information on the project. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by CM Bly, second by CM Cole, to approve the ordinance as presented, with the following conditions to be included in the PUD agreement: lighting plan dark skies, drainage using rain harvest, solar panels, architecture using audobon bird friendly design, and surface shotgun or other similar designed surfacing. Unanimously approved.

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 2: Uses And Supplemental Standards To Modify The Limited Standards For The Self Storage” Land Use Regarding Minimum Distance From Same Use In The Central Business (CB) Zoning District; Planning Case Number 20ZA-001; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 20-014 was read by caption. Catherine Gorman provided staff comments. Shannon Kiano, a representative from David Watson's office was available for questions from the City Council. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by CM Collins, second by MPT Brown, to approve the ordinance. Unanimously approved.

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 9: “Landscaping”, To Add Division 9.600, “Palm Preservation”, To Provide For The Protection Of Certain Palm Species; Planning Case Number 19ZA-006; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Motion was made by MPT Brown, second by CM Collins, to defer the ordinance. Unanimously approved.

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas Amending The 2015 Galveston Land Development Regulations, By Amending Article 9: Section 9.500, Tree Preservation To Provide The Requirement Of A Permit Prior To Removal Of A Significant Tree And Clarification Of Activities That May Be Harmful To Trees; Planning Case Number 19ZA-007; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 20-015 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by CM Cole, second by CM Collins, to approve the ordinance. Unanimously approved.

9. PUBLIC COMMENT

Agenda Items - Katherine Hess - Palm Ordinance.

Non-Agenda Items - Helen Burton and Kim Kitchens - disruptive neighbors; Lester Lee and other property owners of the Gafftoppers Subdivision - property owners asking for help in getting sewer in the subdivision.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving And Adopting The Amended Fiscal Year 2020 Budget Of The Galveston Industrial Development Corporation; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (G. McLeod)
- Ordinance No. 20-016 was read by caption. Motion was made by CM Collins, second by MPT Brown, to approve the ordinance. Unanimously approved.**

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas Amending City Code Chapter 2 Section 7 Section 2-220 Relating To The Galveston Civilian Review Board To Ensure Compliance With The Confidentiality Requirements Of Various Laws Including Tex. Loc. Gov't Code §143.089; Providing For Attendance At Meetings, Providing That Reports Of The Board Be Filed With The City Secretary And Be Open For Public Review; Providing For The Resumption Of Activities Of The Civilian Review Board, Providing For An Effective Date And Enacting Other Matters Therewith. (Legal)
Ordinance No. 20-017 was read by caption. Motion was made by CM Hardcastle, second by MPT Brown, to approve the ordinance. Unanimously approved.
- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended", Chapter 8, "Beaches And Waterways", Section 8-27, "Leave No Trace"; To Provide For A Specific Hour Of The Morning Before Which Leaving Personal Property Unattended Is Prohibited; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Ordinance No. 20-018 was read by caption. Motion was made by CM Hardcastle, second by CM Cole, to approve the ordinance. Unanimously approved.
- 10.D. City Code Review:
- 10.D.1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 11.5, "Clean Air: Smoking In Public Places", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Motion was made by CM Bly, second by CM Listowski, to defer the ordinance. Unanimously approved.
- 10.D.2. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 18, "International Property Maintenance Code" To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Ordinance No. 20-019 was read by caption. Motion was made by Mayor Yarbrough, second by CM Cole, to approve the ordinance. Unanimously approved.
- 10.D.3. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 22, "Municipal Court", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Motion was made by Mayor Yarbrough, second by CM Cole, to defer the ordinance. Unanimously approved.
- 10.D.4. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 23, "Nuisances" To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Ordinance No. 20-020 was read by caption. Motion was made by Mayor Yarbrough, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

11. CONSENT ITEMS

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

Motion was made by CM Hardcastle, second by CM Collins, to approve Consent Items 11A through 11Z. Unanimously approved.

- 11.A. Consider For Action To Request The Project Fund Balance Of The Series 2006 GCWA Chocolate Bayou Contract Note Payable To Be Refunded To The City (M. Loftin)
- 11.B. Consider For Approval To Authorize The City Manager Or His Designee To Execute A Certification Of Consistency (HUD Form–50077-SL) With The City's Consolidated Plan For The Galveston Housing Authority. (A. Law)
- 11.C. Consider For Approval Acceptance Of A Grant From Galveston County For Training Expenses In The Amount Of \$22,500.00. (C. Olsen)
- 11.D. Consider For Approval The Purchase Of 35 Sets Of Personal Protective Equipment (PPE) From NAFECO Through Buy Board (Contract #524-17) For A Total Amount Of \$89,960.50. (C. Olsen)
- 11.E. Consider For Approval The Professional Engineering Services Agreement With Zarinkel Engineering Services, Inc. To Design The Structural Floodwall, Deployable Floodwall, Generator And Dewatering System, For The Trolley Barn For An Amount Not To Exceed \$133,245.20. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The Legal Department. (T. Wroblewski)
- 11.F. Consider Entering Into An Interlocal Agreement With The City Of Seattle Washington, The Purpose Of Which Is To Permit The City Of Galveston To Use Their Cooperative Purchasing Agreement With Gtechna USA Corporation To Extend Our Current Contract With Gtechna. (B. Stroud)
- 11.G. Consider For The Approval Of The Purchase Of Four (4) ELSAG Automatic License Plate Readers (ALPR) With Accessories From Elsag Through TX-DIR, Which Includes A Four Year Extended Warranty To Replace The Out Dated And/Or Broken ALPR Systems For A Total Price Of \$75,000. (B. Stroud)
- 11.H. Consider For Approval A Three-Year Contract With Gtechna With The Option To Extend The Contract For Two One-Year-Terms For A Total Of Five Years, For An Estimated Amount Not To Exceed \$150,135 To Be Funded With Council Approved Budgets For Funding From The Parking Management And Court Technology Funds, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (B. Stroud)
- 11.I. Consider For Approval Amending The Age Qualification For Senior Discounts At Lasker Pool From 55+ To 65+ Years Of Age. (M. Rabago)
- 11.J. Consider For Approval The Bid From CertaPro Painters For Bid Reference Number 20-IRFB-001 For The Wright Cuney Outdoor Basketball Court Pavilion Painting Project. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)
- 11.K. Consider For Approval Of A Contract With Lucas Construction Company, Inc., For The 27th Street Improvement (Phase 3) From Broadway To Market Project (Bid #20-011) In The Amount Of \$1,004,772.00 For The Base Bid Plus Alternates (Estimated Total Cost Of Project Not To Exceed \$1,132,772.00). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)
- 11.L. Consider For Approval A Contract With Main Lane Industries, Ltd. For The 73rd Street Reconstruction – Heards Lane To Avenue N ½ Project (RFP #19-30) In The Amount Of \$2,043,134.00 For The Base Bid (Estimated Total Cost Of Project Not To Exceed \$2,286,409.00). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)
- 11.M. Consider For Approval Amendment#1 For \$23,955 Increasing The Total Design Contract For Harborside

Drive Improvements By CobbFendley From \$191,262.50 To \$215,217.50. (D. Christodoss)

- 11.N. 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. (A. Grasso)
Effective date is October 1, 2019 - September 30, 2020.
- 11.O. Consider Approving Purchases Of Pavement Marking Supplies/Equipment And Traffic Related Equipment, Supplies, Signs, Posts, Hardware And Materials Using The Contract With Trantex Transportation Products Of Texas, Inc. Through The BuyBoard Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (A. Grasso)
- 11.P. Consider For Approval The Purchase Of Traffic Signal Equipment, Supplies And Hardware Using The Contract With Texas Highway Products Through The BuyBoard Purchasing Cooperative. Estimated Costs For Products Is Not To Exceed Council Approved Budget For The Traffic Division. (A. Grasso)
- 11.Q. Consider Approving Purchase Of Traffic Signal Equipment, Supplies And Hardware Using The Contract With Texas Highway Products Through The HGACBuy Purchasing Cooperative. Estimated Costs For Products Is Not To Exceed Council Approved Budget For The Traffic Division. (A. Grasso)
- 11.R. Consider Approval Of Lowest Bid Proposal From Polydyne Inc. On A Three-Year Contract For Sludge Dewatering Chemicals For The Wastewater Treatment Plant At A Cost Of \$3,013.00 Per Tote. (Bid #20-003). (A. Grasso)
- 11.S. Consider For Approval The Award Of A 3-Year Contract To DXI Industries, Inc. For The Purchase Of Gaseous Chlorine, Sodium Hypochlorite And Aqua Ammonia For The Water Supply And Wastewater Treatment Divisions Of The Public Works Department, (Bid #20-005). (A. Grasso)
- 11.T. Consider For Approval The Award Of A 3-Year Contract To DXI Industries, Inc. For The Purchase Of Sulfur Dioxide For The Wastewater Treatment Division Of The Public Works Department, (Bid #20-004). (A. Grasso)
- 11.U. Consider For Approval The Award Of A 3-Year Contract To Shannon Chemical Corporation For The Purchase Of Zinc Orthophosphate Corrosion Inhibitor For The Supply Division Of The Public Works Department, (Bid #20-007). (A. Grasso)
- 11.V. Consider For Approval The Purchase And Installation Of A Spindle Drive For Lift Station #1 By Duperon At A Cost Of \$38,500.00. (A. Grasso)
- 11.W. Consider For The Award Of A 3-Year Contract For Bio-Monitoring For The Wastewater Treatment Plants To Eastex Environmental Laboratory In The Amount Of \$11,900.00 Annually (Bid #20--006). (A. Grasso)
- 11.X. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving The Annual Aerial Spraying For Mosquito Control; Directing The City Secretary To Forward A Certified Copy Of This Resolution To The Galveston County Mosquito Control District; Providing For Findings Of Fact And Providing For An Effective Date. (J. Williams)
Resolution No. 20-006
- 11.Y. Consider For Approval The Repair Of 16th Street Storm Sewer System At The Harborside Drive And Strand Alley By Texas Pride Utilities At A Cost Not To Exceed \$24,540.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (A. Grasso)
- 11.Z. Consider For Approval Minutes Of The January 23, 2020 Workshop And Regular Meeting, And The February 6, 2020 Special Meeting. (J. Williams)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Approval Of The 2019-2023 Capital Improvement Plan For The Park Board Managed City Parks. (Collins/Yarbrough)

Motion was made by CM Hardcastle, second by CM Listowski, to approve the Capital Improvement Plan. Unanimously approved.

- 12.B. Discuss And Consider Moving The Date Of The March 26, 2020 City Council Meeting To A Date To Be Determined By The City Council. (Hardcastle/Yarbrough)

Motion was made by Mayor Yarbrough, second by CM Hardcastle, to move the meeting to Tuesday, March 24, 2020. Unanimously approved.

- 12.C. Discuss And Consider Appointments To The Following City Boards, Commission, And Committees:

Motion was made by Mayor Yarbrough, second by MPT Brown, to appoint Janet Hoffman - Position 1, William Coltzer - Position 2, Larry Ryan - Position 5, Guy Guzman - Position 6, and Ernie Weldon - Alternate Position 1. Unanimously approved.

13. ADJOURNMENT

The meeting was adjourned at 2:47 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT

**DECLARATION OF A
LOCAL STATE OF DISASTER
RELATED TO THE EMERGENCE OF
CORONA VIRUS/COVID-19**

WHEREAS, on March 13, 2020 Governor Greg Abbott declared a state of disaster in Texas due to the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus; and

WHEREAS, the Governor has noted that as of March 13, 2020, there are more than 30 confirmed cases of COVID-19 located in multiple Texas counties; and

WHEREAS, the Governor has further noted there are more than 50 Texans with pending tests for COVID-19 in Texas; and

WHEREAS, some schools, universities, and other governmental entities are beginning to alter their schedules, and some venues are beginning to temporarily close, as precautionary responses to the increasing presence of COVID-19 in Texas; and

WHEREAS, the Corona virus has emerged in Galveston County with one confirmed case and given the apparent ease of transmission, the City of Galveston is faced with an imminent threat to the public health which requires the imposition of control measures; and

WHEREAS, the Mayor of the City of Galveston has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect property,

NOW, THEREFORE, BE IT PROCLAIMED BY MAYOR, JAMES YARBROUGH, OF THE CITY OF GALVESTON, TEXAS:

1. That a local state of disaster is hereby declared for the City of Galveston pursuant to Chapter 418 of the Texas Government Code.
2. Pursuant to Chapter 418 of the Government Code, the local state of disaster shall continue for a period of not more than seven (7) days from the date of this declaration unless continued City Council of the City of Galveston.
3. Pursuant to Chapter 418 of the Government Code, this declaration of local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Chapter 418 of the Government Code, this declaration of a local state of disaster activates the emergency management plan.
5. This Declaration activates the recovery and rehabilitation aspects of all applicable local or inter-jurisdictional emergency management plans and authorizes the furnishing of aid and assistance as may be available from state or federal resources.

2:00 p.m. *dfw*

6. That this proclamation shall take effect at 3/16/20 on

ORDERED this the 16th day of March, 2020.

APPROVED AS TO FORM:

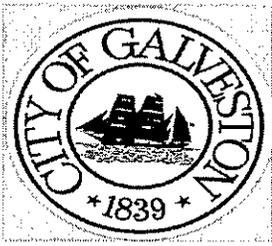
Donald S. Glywasky
DONALD S. GLYWASKY
CITY ATTORNEY

James D. Yarbrough
JAMES D. YARBROUGH
MAYOR, CITY OF GALVESTON



ATTEST:

Janelle Williams
JANELLE WILLIAMS
CITY SECRETARY



**ORDER CLOSING
ENTERTAINMENT VENUES
OPERATING ON GALVESTON ISLAND
ISSUED BY
THE MAYOR OF THE CITY OF GALVESTON**

WHEREAS, the City of Galveston, Texas, has declared a state of emergency in accordance with Tex. Gov't Code Ch. 418 related to the Corona/Covid 19 virus; and

WHEREAS, information issued by the federal Center for Disease Control and the Texas Department of Health Services related to the Corona/Covid 19 virus have stressed undertaking steps to control of the virus; and,

WHEREAS, those entities have urged that the failure to take steps to diminish the spread of the virus will result in the overwhelming of the health care system in this area with a concomitant increase of mortality; and

WHEREAS, the Galveston County Health District has confirmed the presence of Corona virus in Galveston County caused by community spread, although the Health District refuses to identify the precise location within the County; and

WHEREAS, the present emphasis is the control of community spread of the virus by limiting the number of citizens who are present in a given area;

WHEREAS, the leadership of the City has noted the presence of citizens attending venues whose main purpose is the delivery of entertainment to the public in a confined, defined area, including open air venues, including movie theaters, museums, and other tourist attractions located in the City; and

WHEREAS, the high concentration of citizens at entertainment venues presents an opportunity for the transmission of the virus through community spread; and

WHEREAS, the determination to implement control measures involves consideration of the balance between the social utility of the control measure implements versus the effect of the measure on the private and public sectors ability to deliver goods and services to the general population and preserve the public confidence; and

WHEREAS, it appears the implementation of control measures to control the community spread of the virus at entertainment venues open to the public is in the best interest of this community; and

WHEREAS, the implementation of such control measures at public entertainment venues would not undermine the ability of the private and public sector to deliver essential goods and services to the general population. ;

NOW THEREFORE, I, MAYOR OF THE CITY OF GALVESTON, HEREBY FIND AND ORDER:

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

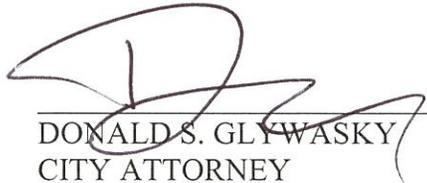
SECTION 2. That public entertainment venues located in the City of Galveston are ordered to be closed effective as of the signing of this order; it shall be unlawful for the operator of an entertainment venue to remain open to the public.

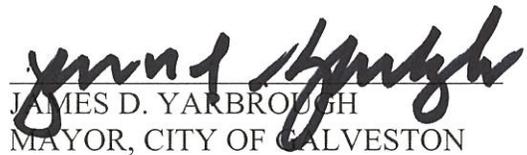
SECTION 3. Any person who shall violate any provision of this ORDER shall be deemed guilty of a misdemeanor and upon conviction shall be fined in a penal sum as allowed by law.

SECTION 4. That, in accordance with the Texas Disaster Act, this declaration shall take effect immediately at 4:00 p.M. on 3-17-20 and shall terminate seven days from the entry of this order or until further Order of the City.

SO DECLARED AND ORDERED at 2:45 pm on this the 17th day of March 2020.

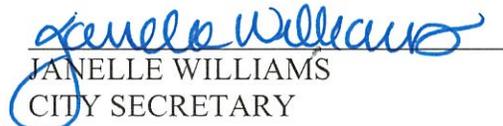
APPROVED AS TO FORM:


DONALD S. GLYWASKY
CITY ATTORNEY


JAMES D. YARBROUGH
MAYOR, CITY OF GALVESTON

ATTEST"




JANELLE WILLIAMS
CITY SECRETARY



**ORDER CLOSING RESTAURANTS AND BARS
IN THE CITY OF GALVESTON
ISSUED BY
THE MAYOR OF THE CITY OF GALVESTON**

WHEREAS, the City of Galveston, Texas, has declared a state of emergency in accordance with Tex. Gov't Code Ch. 418 related to the Corona/Covid 19 virus; and

WHEREAS, information issued by the federal Center for Disease Control and the Texas Department of Health Services related to the Corona/Covid 19 virus have stressed undertaking steps to control of the virus; and,

WHEREAS, those entities have urged that the failure to take steps to diminish the spread of the virus will result in the overwhelming of the health care system in this area with a concomitant increase of mortality; and

WHEREAS, the Galveston County Health District has confirmed the presence of Corona virus in Galveston County caused by community spread, although the Health District refuses to identify the precise location within the County; and

WHEREAS, the present emphasis is the control of community spread of the virus by limiting the number of citizens who are present in a given area; and

WHEREAS, the presence of a high concentration of citizens in restaurants and bars open to the public presents an opportunity for community spread of the virus; and

WHEREAS, it appears the implementation of control measures to control the community spread of the virus by limiting the number of patrons in a bar or restaurant venue is in the best interest of this community; and

WHEREAS, the implementation of such control measure would not undermine the ability of the private and public sector to deliver essential goods and services to the general population; and

WHEREAS, it appears that the appropriate control measure to be taken in relation to bars and restaurants is to order their immediate closure for all but drive through window and take out purposes; operators of bars and restaurants are encouraged to promote take out menus from their premises.

NOW THEREFORE, I, MAYOR OF THE CITY OF GALVESTON, HEREBY FIND AND ORDER:

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

SECTION 2. That it shall be unlawful for the operator of a bar or restaurant to be open to the public upon entry of this Order for the purposes of dine in services. This shall not include the provision of take out, delivery or drive through window operations.

SECTION 3. This Order does not extend to restaurants located in hotels serving meals to guests staying at the hotel; such operations are encouraged to follow CDC guidelines related to social distancing.

SECTION 4. Any person who shall violate any provision of this ORDER shall be deemed guilty of a misdemeanor and upon conviction shall be fined in a penal sum as allowed by law.

SECTION 5. That, in accordance with the Texas Disaster Act, this declaration shall take effect as applied to bars immediately at 4:00 P.M. on 3-17-20 and shall terminate seven days from the entry of this Order or until further Order of the City.

SECTION 6. That, in accordance with the Texas Disaster Act, this declaration shall take effect as applied to restaurants at 5:00 am on March 18, 2020 and shall terminate seven days from the entry of this Order or until further Order of the City.

SO DECLARED AND ORDERED at 2:45 pm this the 17th day of March 2020 Claosi.

APPROVED AS TO FORM:



DONALD S. GLYWASKY
CITY ATTORNEY



JAMES D. YARBROUGH
MAYOR, CITY OF GALVESTON

ATTEST:





JANELLE WILLIAMS
CITY SECRETARY



City of Galveston

FLEET FACILITIES STAFF REPORT

March 13, 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 and associated equipment (Skid Loader for MU Drainage) from ASCO through HGAC Buy for a total price of \$61,763.06 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy, Buy Board and TXMAS 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 equipment purchases in the past to assure that these purchases are the better option, and on the last few occasions, local vendors failed to respond.
- C. The requested vehicle description(s) and their assignments are listed below.
- D. The extended purchase price for this package is \$61,763.06.
- E. ASCO is located in Houston TX.
- F. Delivery should be within 60 days from date of the purchase order issue.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock and associated equipment (Skid Loader for MU Drainage) from ASCO through HGAC Buy





City of Galveston

FLEET FACILITIES STAFF REPORT

for a total price of \$61,763.06 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$61,763.06
2. Timing - Delivery should be within 60 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 and associated equipment (Skid Loader for MU Drainage) from ASCO through HGAC Buy for a total price of \$61,763.06 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Cost	\$61,763.06





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source MU Drainage Fund - Skid Loader

Savings Estimation Purchase price discounted by utilizing co-op.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Price Sheet	Replaces	Description	Division	Funding	Cost
A	NEW	Case TR340B Skid	Drainage	MU Drainage	\$61,763.06
					\$61,763.06

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Associated Supply Company, Inc. - Public Services -- 19-01053

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 Associated Supply Company, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2102 East Slaton Road, Lubbock, TX 79404-6800.

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

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 Jan 01 2020 and ends Dec 31 2021. 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

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*

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) If 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)

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 CFR 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 CFR 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 notify 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

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.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Associated Supply Company, Inc.

Signature 
03114CFA1A554EF...

Name W.B. Brax Wright

Title CEO

Date 12/12/2019

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/12/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Associated Supply Company, Inc. - Public Services -

19-01053

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,

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

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

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.

Attachment A
 Associated Supply Co., Inc.
 Grounds & Turf Equipment
 Contract No. GR01-20

H-GAC Product Code	Item Description	Discount
GR20Q1	Case Farmall Series Compact and Utility Tractors Catalog Pricing Effective 10/1/2019	25%
GR20Q2	Case Farmall Series Tractors Catalog Pricing Effective 10/1/2019	24%-28%
GR20Q3	Case Maxxum Series Tractors Catalog Pricing Effective 10/1/2019	28%
GR20Q4	Case Puma Series Tractors Catalog Pricing Effective 10/1/2019	29%
GR20Q5	Case Mid-Range Magnum Series Tractors Catalog Pricing Effective 10/1/2019	24%
GR20Q6	Case Magnum Series Tractors Catalog Pricing Effective 10/1/2019	30%
GR20Q7	Case Steiger Wheeled and Quadtrac Tractors Catalog Pricing Effective 10/1/2019	32%
GR20Q8	Case Material Handling Products Catalog Pricing Effective 10/1/2019	21%-29%
GR20AAI1	Woods Pricing Catalog Effective 12/1/2018	24-37%



City of Galveston

FLEET FACILITIES STAFF REPORT

March 13, 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 and associated equipment (Backhoe for MU Drainage) from Mustang CAT through HGAC Buy for a total price of \$126,063.61 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy, Buy Board and TXMAS 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 equipment purchases in the past to assure that these purchases are the better option, and on the last few occasions, local vendors failed to respond.
- C. The requested vehicle description(s) and their assignments are listed below.
- D. The extended purchase price for this package is \$126,063.61.
- E. Mustang CAT is located in Houston TX.
- F. Delivery should be within 180 days from date of the purchase order issue.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock and associated equipment (Backhoe for Drainage) from Mustang CAT through HGAC





City of Galveston

FLEET FACILITIES STAFF REPORT

Buy for a total price of \$126,063.61 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$126,063.61
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 and associated equipment (Backhoe for Drainage) from Mustang CAT through HGAC Buy for a total price of \$126,063.61 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Cost	\$126,063.61





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source MU Drainage Fund

Savings Estimation Purchase price discounted by utilizing co-op.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Price Sheet	Replaces	Description	Division	Funding	Cost
A	NEW	420 07A Backhoe	Drainage	MU Drainage	\$126,063.61
					\$126,063.61



LET'S WORK TOGETHER

Machine Sales Quotation

Reference# 29663-2

February 26, 2020

DAVID SMITH
CITY OF GALVESTON
DO NOT MAIL
GALVESTON, TX 77553

Mustang CAT Sales Representative
Stuart Newton
Mobile: 832-540-9086
SNewton@mustangcat.com

Mr. SMITH,

Thank you for considering Mustang CAT. Our proposed solution for your needs is summarized below with additional detail on the following page or pages. Please review this proposal thoroughly. Our recommended solution is based on our current understanding of your requirements. Please contact me if your requirements have changed or if you have any questions about the products and services we are recommending.

We hope to earn your business and look forward to working with you. When you are ready to move forward, please sign and date on the bottom of page one and return it to me.

Mustang CAT recommended solution for BHL & CTL

CAT Machines

4204WD 420 07A BACKHOE LOADER CFG2 (pre-tax) \$125,773.58

Warranties

4204WD Warranty: 1st Year Premier/Unlimited Hours; Year 2 & 3, 5000 Hours Powertrain + Hydraulics + Tech Included

Total Investment (pre-tax): \$125,773.58

Accepted by:

_____ Printed Name

_____ Date

_____ Customer Signature

Model: 4204WD
Serial No.: TBD

ARRANGEMENT

OPTION	DESCRIPTION	LIST
542-7992	420 07A BACKHOE LOADER CFG2	\$86,690.00
0P-9003	LANE 3 ORDER	
543-4284	STICK, EXTENDABLE, 14FT	\$4,825.00
544-1066	PT, 4WD/2WS, POWERSHIFT	\$9,600.00
542-7780	ENGINE, 82KW, C3.6 DITA, T4F	\$11,240.00
542-7772	HYDRAULICS, GP, 6FCN/8BNK, ST	\$1,465.00
544-0877	CANOPY, BASE	
545-5047	DISPLAY, STANDARD	
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	
573-4522	SEAT, VINYL	
206-1747	BELT, SEAT, 2" SUSPENSION	
560-6797	PRODUCT LINK, CELLULAR, PLE643	
533-0488	TIRES, 340 80-18/500 70-24, MX	\$1,645.00
337-9695	COUNTERWEIGHT, 530 LBS	\$ 895.00
9R-6007	STABILIZER PADS, FLIP-OVER	\$ 336.00
337-7401	BUCKET-GP, 1.5 YD3, PO	\$4,142.00
9R-5320	CUTTING EDGE, TWO PIECE,WIDE	\$ 329.00
219-3387	BUCKET-HD, 24", 6.2 FT3	\$1,717.00
485-5303	COUPLER, PG, HYD.D.LOCK,BHL	\$4,083.00
559-0872	INSTRUCTIONS, ANSI	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	
456-3390	COUPLING,QD,THREADED WITH CAPS	\$ 371.00
548-1231	LINES, COMBINED AUX, E-STICK	\$3,500.00
211-4292	BEACON, MAGNETIC MOUNT	\$ 231.00
433-0154	BEACON, MAGNETIC MOUNT, STROBE	\$ 342.00
454-6610	FAN, STANDARD CAB/ CANOPY	\$ 230.00
567-5090	AUTO-UP STABILIZERS	
423-7607	PLATE GROUP - BOOM WEAR	\$ 216.00
353-1389	GUARD, STABILIZER	\$ 835.00
382-2499	MIRRORS, EXTERNAL, BOTH SIDES	\$ 725.00
555-2396	LINES,HYD CPLR 14FT EXT PILOT	\$2,326.00
318-9902	PINS, SPARE	\$ 175.00
0P-0210	PACK, DOMESTIC TRUCK	
461-6839	SHIPPING/STORAGE PROTECTION	\$ 203.00
462-1033	RUST PREVENTATIVE APPLICATOR	\$ 108.00
MACHINE LIST PRICE:		\$136,229.00

ATTACHMENTS

561-2553	HAMMER, H80S	\$16,667.00
394-4922	BRACKET, BHL 45-50MM, XL	\$1,065.00
399-6964	LINES, H80-H95, BHL-F, QC	\$ 417.00
318-9902	PINS, SPARE	\$ 175.00
ATTACHMENTS LIST		\$18,324.00



List Price FOB Factory:	\$154,553.00
Dealer Discount:	(\$28,779.42)
Make Ready:	Included
Factory Freight:	Included
Warranty:	Included
Total Trade-In:	N/A
Subtotal:	\$125,773.58
Sales Tax:	N/A
Heavy Equipment Fee:	\$ 290.03
Diesel Surcharge:	N/A
Document Fee:	N/A
Total Sale Price:	\$126,063.61

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Mustang Machinery Company, LLC - Public Services -
19-00600

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 Mustang Machinery Company, LLC, hereinafter referred to as the Contractor, having its principal place of business at 12800 Northwest Freeway, Houston, TX 77040.

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

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 2019 and ends May 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, 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 16 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 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*

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) If 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)

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 CFR 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 CFR 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 notify 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

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.

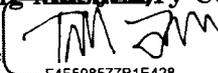
ARTICLE 27: ORDER OF PRIORITY

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.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Mustang Machinery Company, LLC

Signature 
F4F598577B1E428...

Name Todd Fisk
Title Executive VP
Date 6/10/2019

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple
Title Executive Director
Date 6/9/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Mustang Machinery Company, LLC - Public Services -

19-00600

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,

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

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 part 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

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.

Attachment A
Mustang Machinery Company, LLC
Earth Moving & Construction Equipment
Contract No.: EM06-19

Applicable items are the catalog listed in the table below, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Discount Percentage
EM19A30	Caterpillar	Caterpillar Wheel Excavator Pricing Catalog Effective 1/15/2019	18.00%
EM19A31	Caterpillar	Caterpillar Mini Hydraulic Excavator Pricing Catalog Effective 1/2/2019	15.00%
EM19A32	Caterpillar	Caterpillar Medium Hydraulic Excavator Pricing Catalog Effective 1/2/2019	15.00%
EM19A33	Caterpillar	Caterpillar Large Hydraulic Excavator Pricing Catalog Effective 1/2/2019	15.00%
EM19A34	Caterpillar	Caterpillar Dozer Pricing Catalog Effective 1/8/2019	15.00%
EM19A35	Caterpillar	Caterpillar Motor Grader Pricing Catalog Effective 1/15/2019	20.00%
EM19A36	Caterpillar	Caterpillar Compact Wheel Loader Pricing Catalog Effective 1/2/2019	18.00%
EM19A37	Caterpillar	Caterpillar Small Wheel Loader Pricing Catalog Effective 1/8/2019	18.00%
EM19A38	Caterpillar	Caterpillar Midsize Wheel Loader Pricing Catalog Effective 1/12/2019	18.00%
EM19A39	Caterpillar	Caterpillar Large Wheel Loader Pricing Catalog Effective 1/2/2019	18.00%
EM19A40	Caterpillar	Caterpillar Skid Steer Pricing Catalog Effective 1/4/2019	18.00%
EM19A41	Caterpillar	Caterpillar Multi Terrain Loader Pricing Catalog Effective 1/4/2019	18.00%
EM19A42	Caterpillar	Caterpillar Backhoe Loader Pricing Catalog Effective 1/9/2019	18.00%
EM19A43	Caterpillar	Caterpillar Elevating Scraper Pricing Catalog Effective 1/8/2019	15.00%
EM19A44	Caterpillar	Caterpillar Open Bowl Scraper Pricing Catalog Effective 1/8/2019	15.00%
EM19A45	Caterpillar	Caterpillar Articulated Truck Pricing Catalog Effective 1/15/2019	15.00%
EM19A46	Caterpillar	Caterpillar Waste Handler Pricing Catalog Effective 1/2/2019	15.00%
EM19A48	Caterpillar	Caterpillar Wheel Material Handler Pricing Catalog Effective 1/9/2019	15.00%

City of Galveston



City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

March 10, 2020

Mayor James D. Yarbrough
Hon. Members of City Council
City Hall
Galveston, Texas 77550

RE: Recommendation to appoint Beverly West as an Ass't City Attorney

Greetings:

This is to recommend the City Council appoint Ms. Beverly West 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 been down one attorney since the departure of Trevor Fanning in September 2019. His duties were disbursed between Kim Coogan (civil service) and Mehran Jadidi (city prosecutor). We began a search for a replacement whose duties would include economic development and public corporations, as well as other matters such as litigation.

After reviewing candidates with relevant experience, it is apparent that Beverly West is best suited for our office. Her resume is attached. Beverly has been licensed for 18 years with a mix of private and public sector experience. In addition to her experience as an Ass't City Attorney in both San Antonio and Austin, she had worked for Galveston County and is now with the firm of Denton & Navarro. She has assisted in the defense of the Flores case, and you have all met her in that capacity.

I wholehearted recommend Beverly West be appointed to the position of Ass't City Attorney for the City. If you have any questions, please contact me.

Very truly yours

DONALD S. GLYWASKY
City Attorney

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS SUPPORTING THE RELOCATION OF THE BATTLESHIP "TEXAS" TO THE CITY OF GALVESTON; REQUESTING THAT THE PARK BOARD OF TRUSTEES INVESTIGATE GALVESTON AS A POSSIBLE NEW BERTH LOCATION FOR THE BATTLESHIP TEXAS; 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 Battleship Texas is the first U.S. battleship to become a permanent floating museum. The Battleship Texas ("Texas") is the last surviving *dreadnought* (an all-big-gun mixed caliber war ship) and throughout her military service also fought in two world wars. She was launched in May, 1912 and commissioned in March, 1914. She is the first battleship declared to be a US National Historic Landmark; and,

WHEREAS, the "Texas" is currently berthed at the San Jacinto State Historic Site. The nonprofit organization, Battleship Texas Foundation, is seeking proposals for a new berth home for the "Texas" that with visitor revenue can support the operational and maintenance needs of the battleship; and,

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, the City supports the relocation of the "Texas" to the Island not only for its great impact to Texas history that would be a positive addition to the Island and the city's recognized historic community, areas and landmarks, but also as an ideal location because of the city's high visibility as a tourist destination, the support of millions of cruise passengers, its beaches and the numerous annual festivals and special events; and,

WHEREAS, the City supports the Park Board of Trustees efforts to insure the new berth home of the Texas at an appropriate location on Pelican Island near Seawolf Park; and,

WHEREAS, the City Council finds it in the public interest to adopt the Resolution and request the Park Board of Trustees investigate Galveston Island as a possible new berth location for the Battleship Texas.

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 Park Board of Trustees shall investigate the feasibility of Pelican

Island, in particular the area of Sea Wolf Park, as a possible berth location for the Battleship Texas.

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 certified copy of this Resolution to the Battleship Texas Foundation.

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 March 24, 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

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS REQUESTING THE GOVERNOR OF TEXAS EXPAND VOTING BY MAIL TO ANY PERSON IN ORDER TO ALLOW A MORE ACCESSIBLE OPTION FOR ALL VOTERS; TO DECREASE IN-PERSON CONTACT AND CROWDS AT THE POLLS; TO ADDRESS THE HEALTH CONCERNS OF THE COVID 19 VIRUS PANDEMIC AND THE UPCOMING MAY, 2020 ELECTION; AUTHORIZING THE CITY MANAGER TO SEND THIS RESOLUTION TO THE GOVERNOR AND ANY OTHER REQUISITE ENTITY; AND AUTHORIZE THE CITY MANAGER TO TAKE THOSE STEPS NECESSARY TO COMPLY WITH ANY RECEIVED PROCEDURES REGARDING THIS REQUEST; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in light of the health concerns regarding the COVID-19 virus, the City encourages those efforts to limit in-person contact, and to comply with efforts to decrease the spread of the virus. The City also recognizes the important rights of voters wanting to vote in the upcoming May, 2020, election and desire to keep the process as healthy as possible; and,

WHEREAS, the City recognizes the need to decrease crowds at polling locations and decrease in-person voting contact. The City realizes that flexibility in the voting process is necessary; and,

WHEREAS, the City requests the Governor of Texas authorize mail-in ballots for any voter by suspending certain current requirements in the election code; and,

WHEREAS, the Texas Election Code allows voting by mail to those persons who meet one or more the following criteria:

- 1) 65 or older;
- 2) are disabled;
- 3) are expected to be absent from the county at the time of the election; or
- 4) are confined in jail; and,

WHEREAS, allowing any voter to vote by mail will provide safer options for all voters at this critical time; and,

WHEREAS, the League of Women's Voters of the United States is calling on states to expand absentee and mail-in voting due to the COVID-19 outbreak; and,

WHEREAS, the City authorizes the City Manager to send this Resolution to the Governor of Texas, Greg Abbott, and any other requisite agency/entity, and to comply with any received direction pertaining thereto; and,

WHEREAS, the City Council recognizes that its top priority is the health and safety of the American people and also upholding the rights of all voters and finds it in the public interest to adopt this Resolution.

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 Secretary shall send to the Governor of Texas and any other requisite entity/agency a copy of this Resolution.

SECTION 3, The City Manager is authorized to take the necessary measures as provided by the Governor to ensure voters have increased accessibility and ability to vote, including the ability of all voters to vote by mail-in ballot.

SECTION 4. 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 March 24, 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

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS REQUESTING THE GOVERNOR OF TEXAS SUSPEND IN-PERSON VOTING AT VOTING POLL LOCATIONS, AND EXPAND VOTING BY MAIL TO ALL VOTERS IN RESPONSE TO DECREASE IN-PERSON CONTACT RELATED TO THE HEALTH CONCERNS OF THE COVID 19 VIRUS PANDEMIC AND THE UPCOMING MAY, 2020 ELECTION; AUTHORIZING THE CITY MANAGER TO SEND THIS RESOLUTION TO THE GOVERNOR AND ANY OTHER REQUISITE ENTITY; AND AUTHORIZE THE CITY MANAGER TO TAKE THOSE STEPS NECESSARY TO COMPLY WITH ANY RECEIVED PROCEDURES REGARDING THIS REQUEST; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in light of the health concerns regarding the COVID-19 virus, the City encourages those efforts to limit in-person contact, and to comply with efforts to decrease the spread of the virus. The City also recognizes the important rights of voters wanting to vote in the upcoming May, 2020, election and desire to keep the process as healthy as possible; and,

WHEREAS, the City recognizes the need to decrease in-person voting and realize that flexibility in the voting process is necessary; and,

WHEREAS, the City requests the Governor of Texas authorize and mandate mail-in ballots for all voters, and suspend those certain requirements in the election code to vote by mail, including requiring a voter to fill out an application; and,

WHEREAS, the Texas Election Code allows voting by mail to those persons who fill out an application and meet one or more the following criteria:

- 1) 65 or older;
- 2) are disabled;
- 3) are expected to be absent from the county at the time of the election; or
- 4) are confined in jail; and,

WHEREAS, allowing any voter to vote by mail will provide a safe option for all voters at this critical time; and,

WHEREAS, the League of Women's Voters of the United States is calling on states to expand absentee and mail-in voting due to the COVID-19 outbreak; and,

WHEREAS, the City authorizes the City Manager to send this Resolution to the Governor of Texas, Greg Abbott, and any other requisite agency/entity, and to comply with any received direction pertaining thereto; and,

WHEREAS, the City Council recognizes that its top priority is the health and safety of the American people and also upholding the rights of all voters and finds it in the public interest to adopt this Resolution.

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 Secretary shall send to the Governor of Texas and any other requisite entity/agency a copy of this Resolution.

SECTION 3, The City Manager is authorized to take the necessary measures as provided by the Governor to ensure voters have increased accessibility and ability to vote, including the ability of all voters to vote by mail-in ballot.

SECTION 4. 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 March 24, 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

Grants & Housing Department

2508 Ball Avenue / Galveston, TX 77550
(409) 797-3820 / Fax (409) 291-4553

March 24, 2020

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

From: Alice T. Law, Interim Director of Grants & Housing

RE: **Discuss the 2020 Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Proposed Objectives and Projects in the amount of CDBG \$1,214,844 and HOME \$275,681.**

I. Background

- A. The CDBG and HOME Programs are administered by the U.S. Department of Housing and Urban Development (HUD) under a multi-year Consolidated Plan. All projects funded under the CDBG and HOME Programs must meet the City's Consolidated Plan identified community development and housing high priorities and needs. The CDBG and HOME Programs' primary purpose is:
1. CDBG Program - to develop, enhance, and preserve urban communities through the provision of funds to provide investments to alleviate physical and economic deterioration, expand housing opportunities, and provide services to the public.
 2. HOME Program - to increase the supply and availability of affordable housing to low-income and very low-income families through homeownership, rental assistance, residential rehabilitation assistance, housing assistance, and Community Housing Development Organizations.
- B. All activities or projects funded under the CDBG Program must meet one (1) of three (3) national objectives:
1. Benefit low- and moderate-income persons;
 2. Aid in the prevention or elimination of slum or blight; or,
 3. Meet an urgent community development need, as defined by HUD.
- E. All projects funded under the HOME Program must facilitate affordable housing activities for low and moderate-income households.



II. Current Situation

- A. HUD has issued the 2020 Allocations for the City in the following amounts: CDBG \$1,214,844 and HOME \$275,681. The City funding was increased from the 2019 allocations for CDBG \$15,551 (+1.3%) and HOME \$17,231 (+6.67%).
 - 1. As required by HUD, staff developed a list of Community Development and Housing Objectives for the 2020 Proposed Projects to meet the City's identified Consolidated Plan High Priority Needs.
 - 2. Staff has developed a recommended list of eligible projects for City Council's discussion for consideration of funding. (Attachment A)
- B. The final proposed 2020 CDBG and HOME Program Projects and Objectives will be presented to the public for a 30-day citizen comment period and then brought back to City Council in April for approval to allow staff to submit the HUD Action Plan (application).

III. Issues

- A. HUD Consolidated Plan – All activities or projects funded under the CDBG and HOME Programs must meet the City's Consolidated Plan identified community development and housing high priorities and needs.
- B. HUD Annual Plan (application) – The City must submit an Annual Plan for our 2020 CDBG and HOME Programs. The proposed CDBG activities meets one (1) of three (3) CDBG national objectives as previously described. Each proposed HOME activity is designed for the purpose of providing affordable housing activities to the LMI.
- C. Impact or Ramifications – Failure to develop the 2020 CDBG and HOME Programs' Projects and Community Development & Housing Objectives could result in the City not meeting all the planning processes and timely submission of the application to HUD.

IV. Recommendation

- A. **Include the Workshop Agenda Item to Discuss the 2020 Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Proposed Programs' Objectives and Projects in the total amount of CDBG \$1,214,844 and HOME \$275,681.**

Respectfully Submitted,



Alice T. Law
Interim Director of Grants & Housing

Approved,

Brian Maxwell
City Manager

Attachment A

**CITY OF GALVESTON
 2020 CDBG and HOME Programs Recommendations DRAFT**

The U.S. Dept. of Housing & Urban Development (HUD) administers the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs and has released the 2020 CDBG and HOME Funding Allocations. The City will receive CDBG funding in the amount of \$1,214,844 and HOME funding in the amount of \$275,681. The 2020 Allocations are an increase from the City's 2019 funding in the following amounts: CDBG +\$15,551 (+1.3%) and HOME +\$17,231 (+6.67%). CDBG and HOME Program Income has been estimated at a total of \$50,000 (CDBG \$20,000 and HOME \$30,000).

2020 Community Development & Housing Objectives PROPOSED

1. To provide and expand homeownership opportunities for LMI homebuyers;
2. To provide and expand access to affordable housing through rental subsidies for LMI households and assisting in the prevention of homelessness;
3. To provide housing services to support LMI homeownership, TBRA, and other housing activities;
4. To educate and enforce lead-based paint and other lead hazards rules and regulations;
5. To identify and eliminate barriers to affordable housing and impediments to fair housing;
6. Provide code enforcement and neighborhood revitalization activities to diminish unsafe buildings and lots, blighting influences, and general neighborhood decay in LMI areas;
7. Provide infrastructure enhancement to support neighborhood revitalization and residential development in LMI areas;
8. Promote the health and well-being of city LMI residents through the provision of public and supportive services including youth programs;
9. Provide mechanisms to reduce crime and enhance public safety in LMI areas;
10. To facilitate neighborhood, comprehensive, and individual project management, planning, and capacity building activities for LMI areas;
11. Provide economic development opportunities and Section 3 education for LMI persons and businesses; and
12. Assist in the coordination of homeless resources in the community through participation with and reliance on the Continuum of Care Program.

2020 CDBG Program Projects PROPOSED

Project	Description	Outcomes	2020 Proposed Funding
Public Service Activities			(Requirement Limit of 15% Cap - \$182,226) \$ 182,226.00
Parks & Recreation Dept. Children & Youth Program	Provide staffing to implement summer and after-school supervised educational / recreational activities at Menard and Wright Cuney Parks and Recreation Centers for primarily LMI (90%) children and youth ages 5-17	900 children and youth	\$ 153,226.00
Police Dept. Crime Prevention Program	Provide officers for extra-duty patrols and equipment to reduce the levels of criminal activity and assist residents in low-moderate income neighborhoods; work with citizens and neighborhood groups to identify and report criminal activity	900 citizen contacts	\$ 29,000.00
Public Facility & Improvement Activities			\$ 541,574.00
Public Works Dept. Streets Repaving	Provide street improvements in LMI areas to repave existing deteriorated streets using City staff to enhance other street paving efforts in the residential areas and make safer neighborhood thoroughfares	15 blocks of improvements	\$ 541,574.00
Code Enforcement Activities			\$ 197,947.00
City Marshall- Compliance Division Code Compliance Officers	Provide 4 compliance officers to work in LMI and deteriorated neighborhoods to conduct property inspections and reinspections to enforce local codes and owner notifications and processes for enforcement on non-compliant properties	4,000 inspections and 900 reinspections	\$ 197,947.00

Project	Description	Outcomes	2020 Proposed Funding
Affordable Housing Activities			\$ 50,129.00
Affordable Housing Services	Provide management and oversight for the affordable housing programs including tenant-based rental assistance, homebuyer, and other housing related issues including projects funded through the CDBG and HOME Programs	Ensure regulatory compliance	\$ 50,129.00
Planning & Program Administration Activities			(Requirement Limit of 20% Cap - \$242,968) \$ 242,968.00
CDBG Program Administration	Provide management of the CDBG and HOME Programs to ensure compliance with all regulatory requirements	Ensure regulatory compliance	\$ 242,968.00
CDBG TOTAL ALLOCATION			\$ 1,214,844.00

CDBG Program Income (Estimated)	Provide Consolidated Plan Eligible Projects such as code enforcement and affordable housing services from PI received primarily from housing rehabilitation loan payments and payoffs and lot clearance, boardup, and demolition lien payoffs	Assist in eligible CDBG projects	\$ 20,000.00
--	---	----------------------------------	--------------

2020 HOME Program Projects PROPOSED

Project	Description	Outcomes	2020 Proposed Funding
Affordable Housing Activities			\$ 248,113.00
Community Housing Development Organization (CHDO) Program	City will decline access to funding to provide a homeownership or rental housing development activity to acquire property and rehabilitate or construct affordable housing to be sold or rented to LMI household (Requirement Mandatory 15% Set-aside \$41,352.15)	No objective	\$ 41,352.15
Grants & Housing Dept. Tenant-Based Rental Program	Provide Tenant-Based Rental Assistance (TBRA) for rental subsidies to assist LMI households with affordable housing costs including rent payments and security deposits	12 LMI households	\$ 206,760.85
HOME Program Administration Activities			(Requirement Limit of 10% Cap - \$27,568) \$ 27,568.00
HOME Program Administration	Provide management of the HOME Program to ensure compliance with all regulatory requirements	Ensure regulatory compliance	\$ 27,568.00
HOME TOTAL ALLOCATION			\$ 275,681.00

HOME Program Income (Estimated)	Provide Consolidated Plan Eligible Projects such as TBRA and homeownership projects from PI received primarily from homebuyer and housing rehabilitation loan payments	Assist in eligible HOME projects	\$ 30,000.00
--	--	----------------------------------	--------------

TOTAL CONSOLIDATED PROGRAMS			\$ 1,490,525.00
------------------------------------	--	--	------------------------