NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - AUGUST 13, 2020 - 1:15 P.M.
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510

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

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

2. ROLL CALL

3. CONFLICTS OF INTEREST

4. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

4.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
   1. Expressions of thanks, gratitude, and condolences

   2. Information regarding holiday schedules

   3. Recognition of individuals

   4. Reminders regarding City Council events

   5. Reminders regarding community events

   6. Health and safety announcement

5. COMMUNICATIONS AND PETITIONS
   Claims: 20-053 - Tricon Land Surveying; 20-054 - Julie Quiroga; 20-055 - John Ridley; 20-057 - John Casados; 20-058 - Angelica Jiminez; 20-059 - Eric Copado; 20-060 - Robert D. Ireland; 20-061 - CenterPoint Energy; 20-062 - CenterPoint Energy; 20-063 - Darryl and Laura Goalen; 20-064 - Dona Howard; 20-065 - Doris Van Sooster; 20-066 - Patricia Parker; 20-067 - Jeremy Kargozar; 20-068 - Alexandria Armone.

6. PUBLIC HEARINGS

6.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single-Family (R-1) To A Resort/Recreation (Res/Rec) Zoning District On Property Commonly Knownn As 23700 San Luis Pass Road / Fm 3005 And Which Is Legally Described As Lot 1r (1-18), 38.249 Acres, Galveston Island Rv Resort (2015), In The City And County Of Galveston, Texas. Planning Case Number 20p-021; Making Various Findings And Provisions Related To The Subject. (A. Montalvan)

   Documents:

   20P-021 - CC STF PKT FINAL.PDF
   20P-021- ORDINANCE.DOCX

7. PUBLIC COMMENT

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

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

A. Agenda Items
B. Non-Agenda Items

8. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

8.A. Amendment To Election Ordinance

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Ordinance 20-039, Ordering And Calling An Election To Be Held In The City Of Galveston On The 3rd Day Of November, 2020, For The Purpose Of Electing A Mayor At-Large And Six (6) District Council Members, Each For A Two-Year Term; Making Provisions For The Conduct And Giving Notice Of The Election; Providing The Candidate Filings Received For The Postponed May 2, 2020 Election Remain Valid For The November 3, 2020 Election And The Filing Period Will Not Be Re-Opened; Designating Polling Places; Designating Dates And Hours For Early Voting; Designating The Date And Hours Of The Election Day; Providing For Publication Of The Notice Of The Election; Providing Bilingual Election Requirements; Providing For A Severability Clause; Providing An Open Meetings Clause; Providing A Savings Clause; Declaring Findings Of Fact; And Providing For An Effective Date. (Legal)

Documents:

AMENDED GENERAL ELECTION ORDINANCE FOR NOVEMBER 2020 V2 (002).DOCX

8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating A Presiding Councilmember Who Will Act In The Event Of Unavailability Of The Mayor Pro Tem; Providing For That Designation To Continue Until The Position Of Mayor Has Been Filled By Election And The Winner Has Qualified For Office; Providing For A Method To Determine Unavailability Of The Mayor Pro Tem; Providing For A Severability Clause; Providing An Open Meetings Clause; Providing A Savings Clause; Declaring Findings Of Fact; And Providing For An Effective Date. (Brown)

Documents:

DESIGNATION OF COUNCIL MEMBER TO ACT AS MAYOR PRO TEM V2.DOCX

8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Authorizing The Reallocation Of One (1) Police Officer Position To Increase The Number Of Lieutenant Positions From 6 To 7; Specifying The Number Of Classified Civil Service Police Department Personnel Positions At 163; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date Of August 21, 2020. (K. Etienne)

Documents:

STAFF REPORT - POLICE DEPARTMENT AUTHORIZED STRENGTH (AUG. 2020).PDF
ORDINANCE--POLICE DEPT. AUTHORIZED STRENGTH (AUGUST 2020).PDF

9. CONSENT ITEMS

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

9.A. Consider For Approval Of The A Design Amendment From Arceneaux Wilson & Cole LLC (AWC), For Design And Construction Support To The 24-Inch Waterline Project Increasing The Contract Amount By $50,215 To $1,840,215 From The Original Contract Amount Of $1,790,000. (D. Christodoss)

Documents:

24 INCH WATERLINE STAFF REPORT AMENDMENT ORIGINAL CONTRACT_REV1.PDF

9.B. Consider For Approval Of A Design Amendment From T. Baker Smith (TBS), To Design The 14th Street Drainage Improvement Project – DR-4332-024 Reducing The Original Contract Amount Of $2,272,861 By -$35,850 For An Amended Reduced Design Fee Of $2,237,010. (D. Christodoss)

Documents:

14TH STREET PS DESIGN AMENDMENT.PDF

9.C. Consider For Approval Payment To Lexipol, LLC For The Annual Renewal Of The Police Department's Rules And Regulations Policy Manual Update With Daily Training Bulletins, In The Amount Of $20,312.00. (V. Hale)

Documents:

LEXIPOL 2020.PDF

9.D. Consider For Approval The Purchase Of Twenty-Six (26) JXG-513 Artemis Temperature Detection Scanners From Staples For City Facilities For The Protection Of The Public And Employee Health And Safety Due To COVID-19, And Authorize The City Manager To Complete The Purchase Utilizing CARES ACT Funding. (C. Kenworthy)

Documents:

STAPLES - TEMPERATURE DETECTION DEVICES.PDF

9.E. Consider For Ratification A One Year Health Services Agreement Between The City Of Galveston And The University Of Texas Medical Branch (UTMB), Authorizing COVID-19 Lab And Antibody Testing For City Employees And Dependents (K. Etienne).

Documents:

STAFF REPORT--RATIFICATION OF AN AGREEMENT WITH UTMB.PDF
CITYOFGALVESTONUTMBCOVID19TESTING.PDF

9.F. Consider For Approval Minutes Of The July 23, 2020 Workshop And Regular Meeting. (J. Williams)

Documents:

_07232020-3476.PDF

9.G. Receive And File The Following Documents:

1. Letter from Governor Abbott - response to request for Special Election
2. Letter to President Trump - Direct Fiscal Assistance - signed by Mayor Pro Tem Brown

Documents:

COR - 7_27_2020 - GOVERNOR GREG ABBOTT - SPECIAL ELECTION.PDF
LETTER TO PRESIDENT TRUMP.PDF

10. ACTION ITEMS

10.A. Consider A Motion Calling A Public Hearing On September 10, 2020 On The FY 2021 Proposed Budget As Required By State Law. (M. Loftin)

Documents:

FY 2021 PROPOSED BUDGET PUBLIC HEARING STAFF REPORT.DOCX
BUDGET SCHEDULE FOR FY 2021.DOCX

10.B. Consider A Motion To Propose A Property Tax Rate Of $0.56 Per $100 Of Taxable Value For 2020 And Call A Public Hearing On September 10, 2020. (M. Loftin)

Documents:

FY 2021 PROPERTY TAX RATE AND PUBLIC HEARING STAFF REPORT.DOC
2020 PROPERTY TAX ROLL FROM TAC CHERYL JOHNSON.PDF
FY 2019-21 BUDGET SUMMARY USING CERTIFIED ROLL.PDF
PROPERTY TAX DISCLOSURE ON WEB PAGE.DOCX

11. 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 2019 at P.M.

Janelle Williams, City Secretary

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

City Council
Planning and Development Division
City of Galveston
August 13, 2020

20P-021 STAFF REPORT

ADDRESS:
23700 San Luis Pass Road / FM 3005

LEGAL DESCRIPTION:
Property is legally described as Lot 1R (1-18), 38.249 Acres, Galveston Island RV Resort (2015), in the City and County of Galveston Texas.

APPLICANT/REPRESENTATIVE:
Rusty J. Walla

PROPERTY OWNER:
Galveston Island RV Resort LP

ZONING DISTRICT:
Residential, Single-Family (R-1)

REQUEST:
Request for a change of zoning from Residential Single-Family (R-1) to a Resort/Recreation (RES/REC) zoning district.

STAFF RECOMMENDATION:
Approval

EXHIBITS:
A – Zoning Map
B – Narrative
C – Land Use Comparison
D – Property Owners Opposition Map
E – PC Commissioner Questions and Public Comment

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

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
51	17	1	11	5

As of August 5, 2020, returned notices in opposition constitute more than twenty percent of the land area within 200 feet of the subject property. The request will require a supermajority vote to pass.

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

City Department Notification Responses:
No Objections

Background
In February 2014, a General Land Use Plan (GLUP) was approved to establish an RV Park at the subject property. At the time, the property was zoned Planned Development (PD). In accordance with the 1991 Zoning Standards, any proposed land use in the PD zoning district required a GLUP. A GLUP was a site plan review process that required approval by the Planning Commission. During the 2015 zoning map amendments, the property was zoned Residential, Single-Family (R-1) which made the RV Park a nonconforming use.

Executive Summary

The applicant is requesting a change of zoning from Residential, Single-Family (R-1) to Resort/Recreation (RES/REC). There is no proposed change to the current RV Park land use. If this request is approved, the use will remain as a nonconforming use continuing to operate under the approved GLUP. As currently configured, the RV Park does not meet zoning regulations currently in effect regarding the required minimum distance separation to residential zoning. In accordance with the current Land Development Regulations (LDR), RV Park improvements may not be developed within 300 feet of a lot or tract zoned R-0, R-1, R-3 or an UN zoning district. Currently, existing improvements are less than 300 feet to the R-1 lots directly to the south of the subject property.

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Residential, Single-Family (R-1)	RV Park
North	Residential, Single-Family (R-1)	Residential/Vacant
South	Residential, Single-Family (R-1)	Residential
East	Residential, Single-Family (R-1)	Residential
West	Residential, Single-Family (R-1)	Residential/Vacant

Interpretation of Use Classification

As changes of zoning are of a permanent nature, regardless of the present proposed land use for the properties, which will remain as an RV Park, the Planning Commission and City Council must consider all potential future land uses that will become permitted uses should the request for a change of zoning be approved. Please see Exhibit C for a comparison list of the permitted uses in the Residential, Single-Family (R-1) and Resort/Recreation (RES/REC) zoning districts.

Compatibility with Surrounding Land Use and Zoning

No proposed change to present land use. The use will remain as an RV Park. Therefore, this request does not affect compatibility with surrounding uses and zoning.

Criteria for Approval

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

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives and policies of the City's 2011 Comprehensive Plan and other adopted neighborhood plan, special area plan, redevelopment plan, or other plan applicable to the area;
2. The proposed zoning is consistent with the future land use map of the 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities and the delivery of public services to the area in which the parcel proposed for rezoning is located;

4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Land Development Regulations, including parking and buffering requirements; and
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.

Conformance

Staff finds the request is consistent with the change of zoning approval criteria as prescribed in Section 13.601 (C) of the Land Development Regulations. The site will remain as an RV Park, hence not creating any adverse effect or incompatibility issues with existing surrounding uses.

Planning Commission Recommendation

The Planning Commission at the regular meeting of July 21, 2020, did not make a recommendation on this request due to the lack of four affirmative votes. Two motions were made, one for a recommendation of approval and one for a recommendation of denial, and both times the vote was three in favor and three opposed.

Staff Recommendation

Staff recommends the request for a change of zoning from Residential, Single-Family (R-1) to Resort/Recreation (RES/REC) be approved.

Respectfully Submitted,

Adriel Montalvan
Senior Projects Manager

07/22/2020
Date

Catherine Gorman, AICP
Assistant Planning Director / HPO

07/22/2020
Date

Exhibit A

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-ground survey and represents only the approximate relative location of property boundaries.
The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.

Map prepared by the City of Galveston Development Services Department (montalvanado) 6/30/2020

Legend

Parcels

Exhibit B

June 11, 2020

Zoning Change Request: Galveston Island RV Resort, Lot 1R, 38.24 Acres

a/k/a 23700 San Luis Pass Rd., Galveston, TX 77554

Initially zoned as Planned Development (PD), Galveston Island RV Resort submitted and received approval of GLUP 13P-98 in February 2014 for the development of a Travel Trailer Park. A replat of the property was required prior to the issuance of a Building Permit and the property recorded the approved plat map 2014A/41 with Galveston County Clerk's Office file #2014025194. Galveston Island RV Resort was issued Building Permit COM2014-00066 In April 2014 and construction of the park began immediately thereafter. Construction of the first phase of the park was completed in March 2015.

Even though the property had an approved GLUP, Recorded Plat, Building Permit and was open for business the zoning was changed to R-1 with the approval of the 2015 Land Development Regulations. Certainly, this was done in haste and our request to have the zoning changed to RES/REC is to have this error corrected.

As for our future plans, we are not looking to change the use, we just want the property zoned correctly. Though we currently do not have anything on the drawing board, the last time we met with planning staff we wanted to add some cottages and were told zoning could be a problem. Technically speaking we can't even sell a snow cone. Planning staff has always been willing to help us get over any hurdles, but nonetheless these have been hurdles that we should not have to overcome. Additionally, we may sell the property at some point in the future and having a non-conforming zoning use could be a problem for potential buyers. Bottom line is the property should have never been zoned R-1, especially given the fact we had an approved GLUP, Recorded Plat, Building Permit and an operating business that in no form or fashion was a R-1 use when the changes went into effect. Oddly enough there is a vacant parcel very close to us on the bayfront that has RES/REC zoning. Thank you for your consideration.

Rusty Walla, Owner

Galveston Island RV Resort

Exhibit C

Table 2.201 Permitted Uses: Agricultural and Residential Uses			
P = permitted use; L = limited use; S = specific use review; "-" = prohibited use			
Zoning Districts			
Agricultural Land Use	R-1	RES/ REC	Use Standard
Agricultural Support	-	-	
Agriculture/Urban Farming	L	P	LIMITED
Commercial Stable	-	-	
Residential Stable	-	P	LIMITED
Veterinarian, Large Animal	-	-	
Residential Land Uses	R-1	RES/ REC	Use Standard
Accessory Dwelling Unit	L	-	LIMITED
Bed and Breakfast	-	L	LIMITED
Boarding House, Dormitory, Fraternity or Sorority	-	P	LIMITED
Child Care Facility, Day Care (Residential)	-	P	LIMITED
Community Garden	L	P	LIMITED
Cottage Food Production	P	P	State Law
Home Based Business	-	P	LIMITED
Home Based Occupation	P	P	
Hospital House Establishment	-	P	LIMITED
Live-Work Unit	-	P	LIMITED
Condominium	-	P	LIMITED
Duplex	L	P	LIMITED
Multi-Family Residential	-	P	LIMITED

Personal Care Homes (DADS)	P	P	State Law
Short Term Rental Residential Dwelling	P	P	
Single-Family Detached	P	P	LIMITED
Townhouse	-	P	

Commercial Land Uses	R-1	RES/ REC	Use Standard
Adult Day Care	-	P	LIMITED
Adult Use (SOB)	-	-	SUP
Alcoholic Beverage Sales, Liquor Store or Package	-	P	SUP
Arena / Stadium	-	P	
Auto Service/Fueling or Charging Station	-	L	LIMITED
Bar	-	P	LIMITED/ SUP
Boat Repair Facility	-	-	LIMITED
Boat Sales or Rental	-	L	LIMITED
Child Care Facility, Day Care (Commercial)	-	P	LIMITED
Cleaning / Laundry Pick-Up Station	-	P	LIMITED
Cleaning / Laundry-Mat Self Service	-	P	LIMITED
College / University / Vo-Tech	-	P	
Commercial Amusement, Indoor	-	L	LIMITED
Commercial Amusement, Outdoor	-	L	LIMITED
Commercial Lodging (Hotel)	-	L	SUP

Commercial Warehousing and Logistics	-	-	
Correctional or Rehabilitation Facility	-	-	SUP
Credit Access Business	-	-	
Family Care Facility	-	S	SUP
Fine Arts Instruction	L	P	LIMITED
Flea Market	-	L	LIMITED
Golf Carts, Sales and Service	-	L	LIMITED
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental	-	L	LIMITED
Homeless Shelter	-	S	SUP
Hospital	-	P	
Kennel	-	L	LIMITED
Library	-	P	
Medical Office / Clinic / Lab	-	P	LIMITED
Nursery or Greenhouse, Retail	-	P	
Nursing / Convalescent Home	-	P	LIMITED/SUP
Office	-	L	LIMITED
Outdoor Storage	-	L	Limited
Parking Lot, Commercial Surface Parking Area	-	-	LIMITED
Parking Structure or Lot Incidental to Main Use	-	L	LIMITED
Parking Structure – Mixed Use	-	L	LIMITED
Passenger Motor Vehicle Sales or Rental	-	-	LIMITED

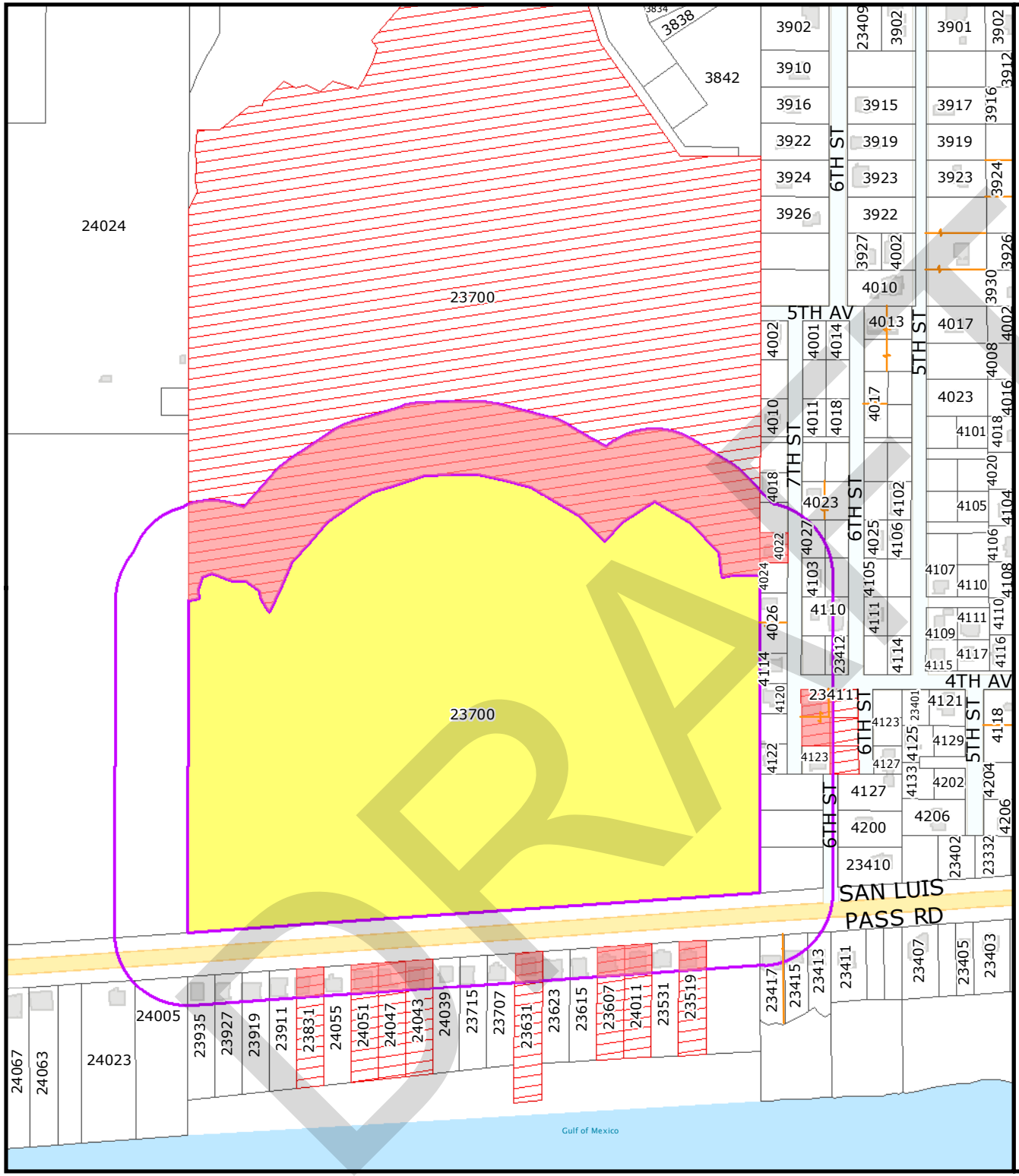
Pawn Shop	-	-	
Personal Fitness	-	P	LIMITED
Pet Grooming Services	-	P	LIMITED
Place of Private Assembly	-	P	SUP
Place of Public Assembly	-	P	LIMITED
Private Club	-	P	SUP
Professional Services, Instruction/Counseling	-	P	LIMITED
Public Safety Facility	-	P	
Recreation Indoor	L	P	LIMITED
Recreation Outdoor	L	P	LIMITED
Recycling Center	-	L	LIMITED
Restaurant, Drive-In / Through	-	P	LIMITED
Restaurant, No Drive-In / Through	-	P	LIMITED
Retail - Big Box	-	L	LIMITED
Retail - Commercial	-	P	
RV Park	-	L	LIMITED
School, Private	-	P	LIMITED
School, Public	P	P	
Self Storage	-	-	LIMITED

Commercial Land Uses	R-1	RES/ REC	Use Standard
Shooting Range	-	P	
Short Term Rental Residential Dwelling	P	P	
Small Scale Food And Beverage Production	-	L	LIMITED
Substance Abuse Facility	-	-	SUP
Vehicle Wash	-	P	
Vending Kiosk/ATM	-	L	LIMITED
Veterinarian, Small Animal	-	P	
Wholesale	-	P	LIMITED

Industrial Land Use	R-1	RES/ REC	Use Standard
Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business	-	-	
Excavation	L	L	LIMITED
Heavy Industry	-	-	LIMITED
Light Industry	-	-	LIMITED
Mining / Extraction	-	-	
Research and Testing Laboratory	-	P	
Parking and/or Multimodal Transportation Facility	-	L	LIMITED
Power Generation	-	-	
Towing Service Facility	-	-	Limited/SUP
Uses involving Radioactive Material, not including	-	-	

uses related to diagnosis and treatment of illness; and, construction applications; and, academia and scientific research			
Public/Private Land Uses	**R-1**	**RES/ REC**	**Use Standard**
Airport	-	-	
Cemetery	-	S	SUP
Heliport	-	-	LIMITED
Helistop	-	L	LIMITED
Marina	-	P	SUP
Port and Harbor Facilities	-	P	
Public Utility Plant	-	P	SUP
Rail Yard	-	-	
Wireless Telecommunication Facility	-	S	SUP w/ Standards

Exhibit D



20P-021

Change of Zoning Request

1 inch = 400 feet

Feet
0 200 400

Legend

- Requesting Property
- Opposing Area within the 200ft buffer
- 200ft Buffer
- Opposition Returned Notices
- Parcel
- Lot Line
- Building Footprint

Area of Opposition within the 200 Foot Buffer	
Square Feet	436726.032155
Acres	10.02589

200 Foot Buffer Total Land Area	
Square Feet	1170954.86088
Acres	26.881532

All Protests as of: 07/31/2020

37.2966% is the estimated percent of opposed return notices that have full or partial parcel area within the 200 foot buffer area.

Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet Units: Foot US

Source Credits: Galveston Central Appraisal District (GCAD) - Parcels (Requesting & Opposition Returned Notices), Lot Lines, Street Centerlines; GCAD & Pictometry - Building Footprints
City of Galveston - 200-Foot Buffer & Opposing Area within the Buffer

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Map prepared for the City of Galveston Development Services Department - 08/04/2020

DRAFT 3

Exhibit E

PLANNING COMMISSIONER QUESTIONS
JULY 21, 2020

Case 20P-021	
Commissioner Questions	**Staff Responses**
Commissioner Brown: I have one question regarding the other agenda item # 20P-021. If approved, and zoning is changed to RES/REC will any subsequent development on the applicants property be restricted to maintain a 300' setback for a buffer from the south, east and north property lines where they abut R-1 neighborhoods?	**Staff:** If approved, the use will remain nonconforming. Subsequent development in relation to the RV Park use may occur in accordance with the site plan approved as part of the GLUP process. Per the approved site plan (attached), the applicant may choose to develop an additional 39 RV pad sites on the southeast portion of the property, which will be less than 300 feet from the surrounding R-1 lots. Any other development not associated with the approved GLUP will be subject to applicable regulations in the RES/REC zoning district, and may require replatting the lot.
Commissioner Hill: I have a couple of further historical questions on #20P-21 for staff. Pre-LDRs, was a GLUP used in a similar manner as a PUD is used now? In other words, for a specific development within stated parameters. I'm trying to determine if the land in question could be used for *anything* other than exactly what is stated on their approved site plan, or a more restrictive use. Pre-LDRs is this how all RV parks were approved—thru GLUP?	**Staff:** Prior to adoption of the LDR, a GLUP was a comparable process to the PUD. The primary distinction between both processes is that the GLUP only required Planning Commission approval and the PUD requires Planning Commission review/recommendation, but City Council has the final decision authority. Like a PUD, a GLUP was approved for a specific project. The use of the land for anything else would have required another GLUP approved by the Planning Commission. Below is an excerpt from the 1991 Zoning Standards: *Requirements for Travel Trailer Parks* *1) Zoning Districts and Area:* *a. Travel trailer parks may be located in the Planned Development (PD) district as a permitted use.* *b. Travel trailer parks may be located as specific use pursuant to Section 29.69 (Specific Use Permits) of the Zoning Standards in the following zoning districts: Recreation District (REC) Resort District (RES)* *c. All travel trailer parks shall contain a contiguous area of one (1) city block (1.8 acres minimum) in the developed areas of the City and two acres (2.0 acres minimum) in undeveloped areas. A minimum of twenty percent (20%) of the total required area shall be maintained as streets, utility easements and common area.*
Commissioner Hollaway: What are the differences in signage, lighting, setbacks, and other regulations with the change in zoning from the current R-1 designation to the proposed RES/REC designation? I understand that a variety of new uses would be compatible with	**Staff:** Here's a link to the Land Development Regulations (LDR): https://www.galvestontx.gov/DocumentCenter/View/8823/Land-Development-Regulations-PDF?bidId=. The signage allotments for RES/REC are in Table 5.108. R-1

the RES/REC designation but I would like to have a broader picture of what that might actually look like to the surrounding area. As an example, a "biker bar" is generally perceived as a "worst case scenario" when changes in zoning are proposed for the West End. With what regulations would a "biker bar" located on FM3005 within the applicant's parcel be required to comply? What would the signage, lighting, and noise regulations be as compared with what is allowed now within the RV Park operating under the GLUP?	signage regulations are in Table 5.110. Lighting is in Article 7 – generally all exterior lighting must be shielded and aimed down and minimal light may encroach a property line. Setbacks for the districts are in Article 3 Addendums – R-1 is page 3-6 and RES/REC is page 3-23. Noise is regulated by City Code and is the same for all properties in the City: https://library.municode.com/tx/galveston/codes/code_of_ordinances?nodeId=PTIICOCI_CH24OFIS. A "Bar" is a permitted use in the RES/REC zoning district. I've attached the Zoning Standards – these are the regulations that the LDRs replaced in 2015. Because the property is legally non-conforming (grandfathered), the RV Park is subject to these regulations for signage and lighting. I'm pretty rusty on these regs, since we haven't used them in 5+ years! Signage for the PD zoning district is in Section 29-82(k). Lighting is 29-106(C).
Commissioner Hollaway: The current RV Park does not conform to the Limited Use requirements stipulated in the LDRs. Did the GLUP exempt the RV Park development from all the current requirements including landscaping and visual screening? How about the length of stay at the RV Park? Is that exempted too?	**Staff:** Since the RV Park is grandfathered, it is governed by the GLUP approval and the Zoning Standards. We can't apply current regulations to it. Standards for "Travel Trailer" – the Zoning Standards name for RV Parks – is in Section 29-87. There is a 60 day restriction on length of stay.
Commissioner Hollaway: I understand that the current operation of the RV Park is nonconforming with the current LDRs. Even if the zoning change were to occur, the operation of the RV Park remains nonconforming. If I have misinterpreted the information provided, please correct me. If this is correct, what are the advantages of changing the zoning from the City's perspective and from the applicant's? I can speculate regarding the market advantage to the applicant, but I am having difficulty understanding how a change in zoning would be beneficial to the City since the current use would remain nonconforming.	**Staff:** The staff uses the Criteria for Approval in developing our recommendation. In this case, we've found that the criteria has been met. I can't speculate as to the applicant's motivations.

City Council
August 13, 2020

PROPERTY OWNER NOTIFICATIONS

Case 20P-021					
In favor	**Opposed**	**No Comment**	**Comments**	**Within 200'**	**Outside 200'**
	X		**Jeffrey & Kathy Starling (24047 San Luis Pass Road):** We live directly across the street from subject property. We are **against** the zoning change from R1 to RES/REC. In 2014 the subject property received a General Land Use Plan special approval to operate as a RV Park only. Due to its close proximity to adjacent residential neighborhoods, there was major opposition to this decision. Homeowners were told at the time that the city had no legal recourse due to the zoning laws back then. If the zoning is changed to RES/REC, the 2015 LDR provides for 51 permitted uses, including Gas Stations, Bar, Condo, and Restaurants to name a few. This property is surrounded on 3 sides with R1 zoning, the bay is on the fourth side. There are built out neighborhoods on two sides, Bay Harbor and Miramar. Commercial activity is not appropriate for residential neighborhoods. The RV Park does not meet today's regulations for RV Parks. RV Spaces are within the 300 foot setback required from R1 residential homes. Leaving the zoning at the current R1 will limit the uses of the property to a RV Park only and prevent further disruption to our neighborhoods. Why did the applicant wait 5 years to request this change? Perhaps there are currently no plans to not vary from what was previously approved, but changing the zoning to RES/REC leaves the door open to undesirable changes in the future. We ask that the Planning Commission vote against the proposed zoning change for the welfare of the surrounding neighborhoods.	**X**	
	X		**Martin & Susan Ferron (23607 San Luis Pass Road):** We live in the residential area to the south of the RV park and are totally **against** the proposed zoning change, for the following reasons: 1. The current R1 zoning is the right one for an area in the middle of other R1 zones, just as it has been for the last six years. 2. A RES/REC zoning would provide the owner with too much freedom to further disrupt our neighborhood with a bar, restaurant, gas station etc. 3. The owner states that he has no plans to use the proposed zoning, yet site preparations are clearly underway on the east side of the property.	**X**	

			4. Current regulations calling for a minimum of 300 ft of separation, between RV bays and residential homes, should be enforced as more of a priority. Conclusion: the current R1 zoning preserves an appropriate balance of interests between the RV park owner and the owners of many adjacent residential properties.		
	X		**Marty Teague (23411 4th Avenue):** Reduction of home values, noise, and fuel smell	**X**	
	X		**Misty Ventura (23631 San Luis Pass Road):** Proposed use not compatible with adjacent single family homes	**X**	
		X	**Calvin D. Meeks (4026 7th Street):** N/A	**X**	
	X		**Paul Stephenson (4022 7th Street):** This property was zoned R-1 in 2015 for a reason, even after the RV park was underway. Please explain.	**X**	
	X		**Joe & Linda Trinkle (24051 San Luis Pass Road):** N/A	**X**	
	X		**Alan O'Neill (23831 San Luis Pass Road):** N/A	**X**	
		X	**John Blalock (4200/4217 6th Street):** N/A	**X**	
	X		**Susan Buddeke (23519 San Luis Pass Road):** Many undesirable uses allowed	**X**	
	X		**Mark Burroughs, Jr., President of Red Fish Cove LLC (23700 San Luis Pass Road):** 48.8 acres contiguous to RV Park (see attached)	**X**	
	X		**Robert L. Wolff (24043 San Luis Pass Road):** N/A	**X**	
X			**Emilie Elliot:** N/A	**X**	
		X	**Emilie Elliot:** N/A	**X**	
		X	**Emilie Elliot:** N/A	**X**	
	X		**Lucinda Pritchard:** Does not improve quality of Galveston.	**X**	

<u>Totals</u>

Property Owner Notices

Returned:	16/51
In favor:	1/16
Opposed:	11/16
No comment:	4/16

PUBLIC COMMENT

Case 20P-021					
In favor	**Opposed**	**No Comment**	**Comments**	**Within 200'**	**Outside 200'**
	X		**Jeffrey Starling (24047 San Luis Pass Road):** We live directly across the street from subject property. We are against the zoning change from R1 to RES/REC. If the zoning is changed to RES/REC, the 2015 LDR provides 51 permitted uses, including Gas Stations, Bar, Condo, and Restaurants to name a few. This property is surrounded on 3 sides with R1 zoning. There are built out neighborhoods on two sides, Bay Harbor and Miramar. Commercial activity is not appropriate for residential neighborhoods. Please do not approve this.	X	
	X		**Misty Ventura (23631 San Luis Pass Road):** I am opposed to the rezoning of property located at 23700 San Luis Pass Road/FM 3005 from R-1 to RES/REC. Such a rezoning is inconsistent with the recently approved 2015 zoning map amendments. In addition, as staff correctly notes in the executive summary of their staff report, existing improvements are less than 300 feet to R-1 lots directly to the south of the subject property (i.e., the subject property does not meet current standards for compatible land uses). Changing the zoning from R-1 to RES/REC opens the door for the expansion of this incompatible use. The fact that there is "no proposed change to present land use" is not relevant and there is no guaranty that "the use will remain as an RV Park." Instead, there is a likelihood that the incompatible commercial uses will expand if the rezoning is approved. The request is not consistent with Section 13.601(C) because the zoning change is not compatible with the properties in the immediate vicinity of the parcel proposed for rezoning. As a property owner within 200 feet of the proposed rezoning, I respectfully request that this zoning case be denied and that this email be shared with each Planning Commissioner in advance of the planned July 21st public hearing and each City Council Member in advance of the planned August 13th public hearing.	X	
	X		**Misty Ventura (23631 San Luis Pass Road):** I am opposed to the rezoning of property located at 23700 San Luis Pass Road/FM 3005 from R-1 to RES/REC. Such a rezoning is inconsistent with the recently approved 2015 zoning map amendments. In addition, as staff correctly notes in the executive summary of their staff report, existing improvements are less than 300 feet to R-1 lots	X	

			directly to the south of the subject property (i.e., the subject property does not meet current standards for compatible land uses). Changing the zoning from R-1 to RES/REC opens the door for the expansion of this incompatible use. The fact that there is "no proposed change to present land use" is not relevant and there is no guaranty that "the use will remain as an RV Park." Instead, there is a likelihood that the incompatible commercial uses will expand if the rezoning is approved. The request is not consistent with Section 13.601(C) because the zoning change is not compatible with the properties in the immediate vicinity of the parcel proposed for rezoning. As a property owner within 200 feet of the proposed rezoning, I respectfully request that this zoning case be denied and that this email be shared with each Planning Commissioner in advance of the planned July 21st public hearing and each City Council Member in advance of the planned August 13th public hearing.		
	X		**Misty Ventura (23631 San Luis Pass Road):** ***Note from staff:*** *Please see the attached letter on p. 25*	**X**	
	X		**Robert Wolff (24043 San Luis Pass Road):** We live directly across the street from subject property. We are against the zoning change from R1 to RES/REC. In 2014 the subject property received a General Land Use Plan special approval to operate as a RV Park only. Due to its close proximity to adjacent residential neighborhoods, there was major opposition to this decision. Homeowners were told at the time that the city had no legal recourse due to the zoning laws. We ask that the Planning Commission vote against the proposed change.	**X**	
	X		**Joseph Trinkle (24051 San Luis Pass Road):** We are the owners of 24051 San Luis Pass Road. As adjacent neighbors of the subject property, we hereby object to a zoning change based up changes in use, and the corresponding impact on traffic and safety issues.	**X**	
	X		**Joe and Linda Trinkle (24051 San Luis Pass Road):** We are the owners of the single-family residence at 24051 San Luis Pass Road, part of the Miramar Beach community, and directly across the road from the Galveston Island RV Resort. We are writing to formally register our opposition of the rezoning request of The Galveston Island RV Resort at 23700 Termini-San Luis Pass Road to RES/REC. Understanding that there is a wide variety of commercial-type uses that would be allowed under the proposed zoning, we would want to see those	**X**	

			uses limited in size, scope and location within the property to ensure that they are approved only as appropriate for the support services to promote a safe and successful RV resort-style operation. If feasible in the zoning and planning codes of the City, we would want to see future uses come to your planning and zoning boards for conditional use approvals to insure the above. Thank you for your careful consideration of this matter, and its potential impacts on the community in the vicinity of the property in question.		
	X		**West Galveston Island POA:** The West Galveston Island Property Owners Association is against a request in zoning change for 20P-021 (23700 San Luis Pass Rd / FM 3005) from Residential Single-Family (R-1) to A Resort/Recreation (RES/REC) Zoning District. The Fifty Five Hundred Association is a member of our organization and have members, Miramar, Stravangar, Half Moon Beach) that live across the street from the RV Park. Thank you. Jerry Mohn President.		**X**
	X		**Mark Garza:** I am concerned with the reasoning of the parcel near my residence for the submission reference above. I am opposed to the change.		**X**
	X		**Dana Kurtin:** I oppose the zoning change request for Galveston Island RV Resort, 23700 San Luis Pass Road. The expansion is too close to residential homes in Bay Harbor.		**X**
	X		**Lisa Porter:** I am the property manager for Terramar Beach CIA. We strongly object to the request for rezoning by the RV Park west of Bay Harbor. This request, if approved, will adversely affect the Terramar Beach community. There are already plenty of stores, gasoline opportunities, groceries, bars and liquor within one minute of the RV park. Please forward my comment to the planning committee. Thank you for your consideration.		**X**

<u>Totals</u>

Public Comment

Received:	11*
Within notification area:	7/11**
Outside notification area:	4/11
In favor:	0/11
Opposed:	11/11

* from 8 property owners
** from 4 property owners

City Council
August 13, 2020

PROPERTY OWNER NOTICE RESPONSES

Last updated: 8/5 @ 12PM

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on July 21, 2020, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

20P-021 (23700 San Luis Pass Rd / FM 3005) Request for a change of zoning from Residential Single-Family (R-1) to a Resort/Recreation (RES/REC) zoning district. Property is legally described as Lot 1R (1-18), 38.249 Acres, Galveston Island RV Resort (2015), in the City and County of Galveston Texas.
Applicant: Russell J. Walla
Property Owner: Galveston Island RV Resort LP

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

Because you own property in the vicinity of the subject property, the Planning Commission invites you to attend the meeting and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestonTX.gov. The Commission will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

Public Comment can also be submitted on-line: https://forms.galvestontx.gov/Forms/PublicComment.

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

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

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

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

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

20P-021
July 21, 2020

COMMENTS: See a Hached comments

Kathy Starling
Signature of Property Owner

24047 San Luis Pass Rd
Address of property within notification area

Jeffrey M. Starling
Kathy W. Starling
Printed Name

[redacted]
*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

20P-021 July 21,2020

Comment from Jeffrey and Kathy Starling, 24047 San Luis Pass Road

We live directly across the street from subject property. We are **against** the zoning change from R1 to RES/REC.

In 2014 the subject property received a General Land Use Plan special approval to operate as a RV Park only. Due to its close proximity to adjacent residential neighborhoods, there was major opposition to this decision. Homeowners were told at the time that the city had no legal recourse due to the zoning laws back then.

If the zoning is changed to RES/REC, the 2015 LDR provides for 51 permitted uses, including Gas Stations, Bar, Condo, and Restaurants to name a few. This property is surrounded on 3 sides with R1 zoning, the bay is on the fourth side. There are built out neighborhoods on two sides, Bay Harbor and Miramar. Commercial activity is not appropriate for residential neighborhoods.

The RV Park does not meet today's regulations for RV Parks. RV Spaces are within the 300 foot setback required from R1 residential homes.

Leaving the zoning at the current R1 will limit the uses of the property to a RV Park only and prevent further disruption to our neighborhoods.

Why did the applicant wait 5 years to request this change? Perhaps there are currently no plans to not vary from what was previously approved, but changing the zoning to RES/REC leaves the door open to undesirable changes in the future.

We ask that the Planning Commission vote against the proposed zoning change for the welfare of the surrounding neighborhoods.

Kathy Starling

City of Galveston

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

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

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

20P-021
July 21, 2020

COMMENTS: SEE ATTACHED.

Signature of Property Owner

23607 SAN LUIS PASS RD.
Address of property within notification area

M. FERLOW
Printed Name

[redacted]
*Contact Phone Number

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20P-021: July 21,2020

Martin and Susan Ferron, 23607 San Luis Pass Road.

We live in the residential area to the south of the RV park and are totally **against** the proposed zoning change, for the following reasons:

1. The current R1 zoning is the right one for an area in the middle of other R1 zones, just as it has been for the last six years.
2. A RES/REC zoning would provide the owner with too much freedom to further disrupt our neighborhood with a bar, restaurant, gas station etc.
3. The owner states that he has no plans to use the proposed zoning, yet site preparations are clearly underway on the east side of the property.
4. Current regulations calling for a minimum of 300 ft of separation, between RV bays and residential homes, should be enforced as more of a priority.

Conclusion: the current R1 zoning preserves an appropriate balance of interests between the RV park owner and the owners of many adjacent residential properties.

City of Galveston

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

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

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

20P-021
July 21, 2020

COMMENTS: Reduction of home values, Noise, and fuel smell

Marty W Teague
Signature of Property Owner

23411 4th Ave Galveston, TX 77554
Address of property within notification area

Marty W Teague
Printed Name

[redacted]
*Contact Phone Number

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

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

20P-021
July 21, 2020

COMMENTS: Proposed use not compatible with adjacent single family homes

Misty Ventura
Signature of Property Owner

23631 San Luis Pass Rd
Address of property within notification area

MISTY VENTURA
Printed Name

[redacted]
*Contact Phone Number

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

RECEIVED
JUL 20 2020
PLANNING

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

20P-021
July 21, 2020

COMMENTS: _____

Calvin D. Meeks
Signature of Property Owner

4026-7TH ST. BAY HARBOR
Address of property within notification area

CALVIN D. MEEKS
Printed Name

[redacted]
*Contact Phone Number

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

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

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

20P-021
July 21, 2020

COMMENTS: This property was zoned R-1 in 2015 for a reason, even after the RV park was underway. Please explain.

Signature of Property Owner

4022 7TH
Address of property within notification area

PAUL STEPHENSON
Printed Name

[redacted]
*Contact Phone Number

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City of Galveston

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

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Applicant: Russell J. Walla
Property Owner: Galveston Island RV Resort LP

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Galveston, Texas 77553-0934
Attn: Adriel Montalvan

RECEIVED
JUL 20 2020
PLANNING

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

20P-021
July 21, 2020

COMMENTS: _____

Joe & Linda Trinkle
Signature of Property Owner

24051 San Luis Pass Rd, Galveston
Address of property within notification area

Joe & Linda Trinkle
Printed Name

[redacted]
*Contact Phone Number

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Galveston, Texas 77553-0934
Attn: Adriel Montalvan

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

20P-021
July 21, 2020

COMMENTS: _____

Signature of Property Owner

23831 San Luis Pass

Address of property within notification area

ALAN O'NEILL

Printed Name

[redacted]

*Contact Phone Number

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Galveston, Texas 77553-0934
Attn: Adriel Montalvan

RECEIVED
JUL 24 2020
PLANNING

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

20P-021
July 21, 2020

COMMENTS: _____

Signature of Property Owner

4200 6th St & 4217 6th St
Address of property within notification area

John Blalock
Printed Name

[redacted]
*Contact Phone Number

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Attn: Adriel Montalvan

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

20P-021
July 21, 2020

COMMENTS: many undesirable uses allowed

Susan Buddeke
Signature of Property Owner

3519 SLP RD
Address of property within notification area

Susan Buddeke
Printed Name

[redacted]
*Contact Phone Number

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Attn: Adriel Montalvan

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

20P-021
July 21, 2020

COMMENTS: 48.8 acres contiguous to RV Park (see attached)

Signature of Property Owner

RedFish Cove, LLC 23700 San Luis Pass Rd.
Address of property within notification area

Mark Burroughs, Jr.
Printed Name President: RedFish Cove LLC

[redacted]
*Contact Phone Number

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Exhibit A

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.

Map prepared by the City of Galveston Development Services Department (montalvanado) 8/30/2020

Legend

Parcels

City of Galveston

DEVELOPMENT SERVICES
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Galveston, Texas 77553-0934
Attn: Adriel Montalvan

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

20P-021
July 21, 2020

COMMENTS: _____

Robert L. Wolff
Signature of Property Owner

24043 San Luis Pass Rd Galveston, TX
Address of property within notification area

ROBERT L. WOLFF
Printed Name

[redacted]
*Contact Phone Number

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RECEIVED
JUL 27 2020
PLANNING

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

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

20P-021
July 21, 2020

COMMENTS: _____

Emilie Elliott
Signature of Property Owner

Bay Harbor
Address of property within notification area

Emilie Elliott
Printed Name

[redacted]
*Contact Phone Number

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RECEIVED
JUL 27 2020
PLANNING

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

20P-021
July 21, 2020

COMMENTS: _____

Emilie Elliott
Signature of Property Owner

Bay Harbor
Address of property within notification area

Emilie Elliott
Printed Name

[redacted]
*Contact Phone Number

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

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

RECEIVED
JUL 27 2020
PLANNING

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

20P-021
July 21, 2020

COMMENTS: _____

Emilie Elliott
Signature of Property Owner

Bay Harbor
Address of property within notification area

Emilie Elliott
Printed Name

[redacted]
*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on July 21, 2020, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

20P-021 (23700 San Luis Pass Rd / FM 3005) Request for a change of zoning from Residential Single-Family (R-1) to a Resort/Recreation (RES/REC) zoning district. Property is legally described as Lot 1R (1-18), 38.249 Acres, Galveston Island RV Resort (2015), in the City and County of Galveston Texas.
Applicant: Russell J. Walla
Property Owner: Galveston Island RV Resort LP

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

Because you own property in the vicinity of the subject property, the Planning Commission invites you to attend the meeting and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestonTX.gov. The Commission will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

Public Comment can also be submitted on-line: https://forms.galvestontx.gov/Forms/PublicComment.

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

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

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

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

RECEIVED
JUL 30 2020
PLANNING

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

20P-021
July 21, 2020

COMMENTS: Does not improve quality of Galveston.

Lucinda Pritchard
Signature of Property Owner

24011 San Luis Pass
Address of property within notification area

Lucinda Pritchard
Printed Name

[redacted]
*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

PUBLIC COMMENT

Please note that some comments are from property owners within the notification area. Only one notice per property will be tallied.

City of Galveston

Public Comment Form

First Name *
Jeffrey

Last Name *
Starling

Email *
[redacted]

Phone *
8173012958

Street Address *
24047 Termini San Luis Pass Rd

City *
Galveston

State *
Texas

ZIP *
77554

Subject *
Planning Commission 7/21/2020 Public Hearing 20P-021

Comments * (?)
500 character maximum

We live directly across the street from subject property. We are against the zoning change from R1 to RES/REC.

If the zoning is changed to RES/REC, the 2015 LDR provides for 51 permitted uses, including Gas Stations, Bar, Condo, and Restaurants to name a few. This property is surrounded on 3 sides with R1 zoning. There are built out neighborhoods on two sides, Bay Harbor and Miramar. Commercial activity is not appropriate for residential neighborhoods.

Please do not approve this.

City of Galveston

Public Comment Form

First Name *
Misty

Last Name *
Ventura

Email *
misty.ventura@svlandlaw.com

Phone *
2143281101

Street Address *
23631 San Luis Pass Road/FM 3005

City *
Galveston

State *
TX

ZIP *
77554

Subject *
Zoning Case 20P-021

Comments * (?)

500 character maximum

I am opposed to the rezoning of property located at 23700 San Luis Pass Rd to RES/REC. Such a rezoning is inconsistent with the recently approved 2015 zoning map amendments. Existing improvements are less than 300 feet to R-1 lots directly to the south of the subject property. Changing the zoning to RES/REC opens the door for the expansion of this incompatible use. It is likely that the incompatible commercial uses will expand if the rezoning is approved. Please deny this request.

Karen White

From: Misty Ventura <misty.ventura@svlandlaw.com>
Sent: Saturday, July 18, 2020 12:25 PM
To: Planning Counter
Cc: Adriel Montalvan
Subject: [EXTERNAL] Zoning Case 20P-021

I am opposed to the rezoning of property located at 23700 San Luis Pass Road/FM 3005 from R-1 to RES/REC. Such a rezoning is inconsistent with the recently approved 2015 zoning map amendments. In addition, as staff correctly notes in the executive summary of their staff report, existing improvements are less than 300 feet to R-1 lots directly to the south of the subject property (i.e., the subject property does not meet current standards for compatible land uses). Changing the zoning from R-1 to RES/REC opens the door for the expansion of this incompatible use. The fact that there is "no proposed change to present land use" is not relevant and there is no guaranty that "the use will remain as an RV Park." Instead, there is a likelihood that the incompatible commercial uses will expand if the rezoning is approved.

The request is not consistent with Section 13.601(C) because the zoning change is not compatible with the properties in the immediate vicinity of the parcel proposed for rezoning. As a property owner within 200 feet of the proposed rezoning, I respectfully request that this zoning case be denied and that this email be shared with each Planning Commissioner in advance of the planned July 21st public hearing and each City Council Member in advance of the planned August 13th public hearing.

Misty Ventura
23631 San Luis Pass Road
Galvestion, Texas

214.328.1101 - office
214.450.8753 - cell
misty.ventura@svlandlaw.com
www.svlandlaw.com

This electronic message contains information from the law firm of Shupe Ventura, PLLC. The contents may be privileged and confidential and are for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this email in error, please contact me at misty.ventura@svlandlaw.com.

MISTY VENTURA
23631 San Luis Pass Road
Galveston, Texas 77554

August 1, 2020

Via Email – ttietjens@galvestontx.gov

Mr. Tim Tietjens
Executive Director
Galveston Development Services
601 Tremont Street
Galveston, TX 77550

Re: Galveston Zoning Case 20P-021 Petition of Opposition

Dear Mr. Tietjens:

I own the residence located at 23631 San Luis Pass Road, Galveston, Texas 77554 (legally described as Miramar Lot 13, a subdivision in Galveston County according the plat recorded at Plat Record 20148, Map No. 3). I am objecting officially to a rezoning of the property located at 23700 San Luis Pass Road (Zoning Case 20P-021). Please confirm this opposition satisfies the requirements of Texas Local Government Code Section 212.006 and Galveston Code Section 13.801.

I oppose Zoning Case 20P-021 because it fails to meet Galveston's zoning approval criteria. Specifically, Zoning Case 20P-021 should be denied because it fails to demonstrate: (1) the proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives, and policies of the *City of Galveston 2011 Comprehensive Plan; (2)* the proposed zoning cannot be consistent with the future land use map of the *City of Galveston 2011 Comprehensive Plan* until such a map is adopted; (3) the range of uses and the character of development that is allowed by the proposed zoning is not compatible with the properties in the immediate vicinity of the parcel proposed for rezoning; and (4) there is no evidence of a need for the proposed rezoning as there exists an appropriate inventory of land currently zoned RES/REC to maintain a competitive land market and promote economic development.

Staff's recommendation is based on staff's opinion that the existing use is compatible with surrounding properties, but the applicant is requesting zoning that will allow, by right, a range of additional uses on the subject property that are incompatible with the surrounding residences. The

staff report states, "No proposed change to present land use. The use will remain as an RV Park. Therefore, this request does not affect compatibility with surrounding uses and zoning." This conclusion ignores the fact that the proposed zoning does not limit land use to an RV Park, and any statements by the applicant that no change to present land use is proposed are unenforceable and are not binding on the property owner. The question that should be asked is whether "the range of uses and the character of development *that is allowed by the by the proposed zoning* is compatible with the properties in the immediate vicinity of the parcel proposed for rezoning?" The answer is no, the uses and character of development that will be allowed if this zoning request is approved are not compatible with the single family properties directly across the street from the subject property.

Galveston's 2011 Comprehensive Plan states one of its goals is to complete an updated future land use map to guide decisions like Zoning Case 20P-021. One would assume that the 2015 rezoning of the applicant's property to R-1 was consistent with the 2011 Comprehensive Plan. As such, one condition precedent to the proposed rezoning would be an amendment to the 2011 Comprehensive Plan or, in the alternative, completing a future land use map. One option available to City Council is to table this zoning case until after those items are completed.

I was allowed to view (but not participate in) the Planning Commission public hearing held on July 21, 2020. Based on discussions during that meeting, I understand the applicant's goal is to allow his existing convenience store, the sale of ice cream and pizza and the use of food trucks so that he can stay competitive with other RV developments. This could be accomplished by limiting rezoning from R-1 to RES/REC to only that portion of property within Phase 1 on the General Land Use Plan (GLUP) approved in February 2014 currently used for RES/REC (i.e., limit the rezoning to those areas where the desired uses are currently conducted). This compromise approach would achieve the applicant's goal without subjecting neighbors to the possibility that the vacant land across from and adjacent to our homes could be developed with commercial activities permitted by RES/REC zoning that are not compatible with residential neighborhoods.

After deliberations on July 21, 2020, the Planning Commission neither recommended approval nor denial of Zoning Case 20P-021. Galveston's zoning ordinance states the City Council will act on zoning cases after recommendation of the Planning Commission. Texas Local Government Code Section 211.006(a) states: A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. These legal requirements could be satisfied by referring Zoning Case 20P-021 back to the Planning Commission for further consideration at a public hearing that allows participation by all interested owners (not just the applicant), after which the Planning Commission can make the recommendation that it did not make at the end of its July deliberations on this matter.

I look forward to being heard at the City Council public hearing scheduled for August 13, 2020. In the event I am (again), not allowed to participate in the public hearing, I respectfully request

that City Council either: (1) deny Zoning Case 20P-021; or (2) approve the rezoning by ordinance with modifications that limit the RES/REC rezoning to only that portion of Phase 1 of the GLUP highlighted in yellow on the attached enclosure; or (3) refer Zoning Case 20P-021 back to the Planning Commission for further consideration after the 2011 Comprehensive Plan is amended and a future land use map approved. I make this request in reliance on Galveston's Land Use Objective LU-3 that recognizes the City must continue to maintain and improve neighborhood quality of life when considering compatible infill development. Please preclude commercial intrusions into our established neighborhoods by denying Zoning Case 20P-021.

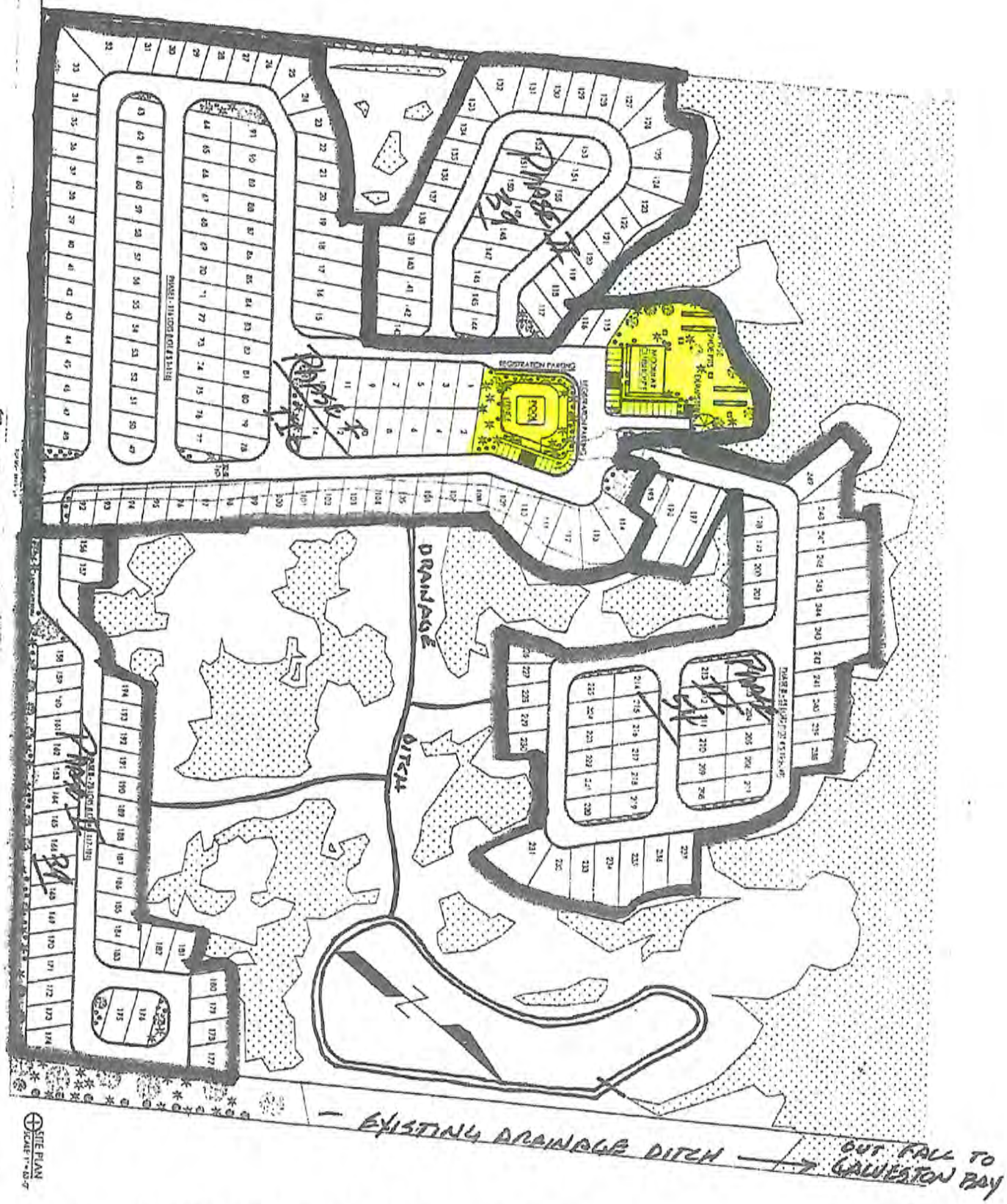
Respectfully,

Misty Ventura

Misty Ventura

/enclosure

cc: Galveston City Council Members
Adriel Montalvan, Senior Project Manager



FM 3005

SITE PLAN
SCALE: 1" = 40'-0"

PRELIMINARY DESIGN

DATE 6/4/15

1

THE RESERVE R/V RESORT AT BAY HARBOR

RUSH DEVELOPMENT, L.P., GALVESTON, TEXAS

CONTACT: TONY CAPUTO - HORIZON R/V DEVELOPMENT
9 BRADFORD VISTAS, FLETCHER, NC. 28732 - Tel. 828-808-1352 caputo650@hotmail.com

City of Galveston

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

NOTICE OF PUBLIC HEARING
REGULAR MEETING

Notice is hereby given that on August 13, 2020, at 1:15 p.m., a Public Hearing will be held by the **CITY COUNCIL** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

> **20P-021 (23700 San Luis Pass Rd / FM 3005)** Request for a change of zoning from Residential Single-Family (R-1) to a Resort/Recreation (RES/REC) zoning district. Property is legally described as Lot 1R (1-18), 38.249 Acres, Galveston Island RV Resort (2015), in the City and County of Galveston Texas.
> Applicant: Russell J. Walla
> Property Owner: Galveston Island RV Resort LP

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

Because you own property in the vicinity of the subject property, the City Council invites you to attend the meeting and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestonTX.gov. The Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

Public Comment can also be submitted on-line: https://forms.galvestontx.gov/Forms/PublicComment.

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

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

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

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

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

20P-021
August 13, 2020

COMMENTS: Proposed REZONING NOT COMPATIBLE WITH NEIGHBORING USES

Misty Ventura
Signature of Property Owner

23631 San Luis Pass Road
Address of property within notification area

MISTY VENTURA
Printed Name

[redacted]
*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

City of Galveston

Public Comment Form

First Name *
Robert

Last Name *
Wolff

Email *
[redacted]

Phone *
832-627-6579

Street Address *
24043 San Luis Pass Rd

City *
Galveston

State *
Texas

ZIP *
77554

Subject *
(Reference Planning Commision 20P-021

Comments * (?)
500 character maximum

We live directly across the street from subject property. We are against the zoning change from R1 to RES/REC. In 2014 the subject property received a General Land Use Plan special approval to operate as a RV Park only. Due to its close proximity to adjacent residential neighborhoods, there was major opposition to this decision. Homeowners were told at the time that the city had no legal recourse due to the zoning laws.We ask that the Planning Commission vote against the proposed change.

City of Galveston

Public Comment Form

First Name *
JOSEPH

Last Name *
TRINKLE

Email *
[redacted]

Phone *
2817796645

Street Address *
39 N SEASONS TRACE CIR

City *
THE WOODLANDS

State *
TX

ZIP *
77382

Subject *
20P-021

Comments * (?)
500 character maximum

We are the owners of 24051 San Luis Pass Road. As adjacent neighbors of the subject property, we hereby object to a zoning change based up changes in use, and the corresponding impact on traffic and safety issues.

August 3, 2020

Mr. Tim Tietjens
Executive Director
Galveston Development Services
601 Tremont Street
Galveston, TX 77550
Via email: ttietjens@galvestontx.gov

Re: Galveston Zoning Case 20P-021

Dear Mr. Tietjens,

We are the owners of the single-family residence at 24051 San Luis Pass Road, part of the Miramar Beach community, and directly across the road from the Galveston Island RV Resort. We are writing to formally register our opposition of the rezoning request of The Galveston Island RV Resort at 23700 Termini-San Luis Pass Road to RES/REC.

Understanding that there is a wide variety of commercial-type uses that would be allowed under the proposed zoning, we would want to see those uses limited in size, scope and location within the property to ensure that they are approved only as appropriate for the support services to promote a safe and successful RV resort-style operation. If feasible in the zoning and planning codes of the City, we would want to see future uses come to your planning and zoning boards for conditional use approvals to insure the above.

Thank you for your careful consideration of this matter, and its potential impacts on the community in the vicinity of the property in question.

Respectfully Submitted,

Joe and Linda Trinkle
24051 San Luis Pass Road
Galveston, TX 77554
281-779-6645

City of Galveston

Public Comment Form

First Name *
West Galveston Island Property Owners Asso

Last Name *
Mohn

Email *
[redacted]

Phone *
409-737-5768

Street Address *
4210 Silver Reef

City *
Galveston

State *
Texas

ZIP *
77554

Subject *
New Business And Associated Public Hearings 20P-021 (23700 San Luis Pass Rd / FM 3005)

Comments * (?)
500 character maximum

The West Galveston Island Property Owners Association is against a request in zoning change for 20P-021 (23700 San Luis Pass Rd / FM 3005) from Residential Single-Family (R-1) To A Resort/Recreation (RES/REC) Zoning District. The Fifty Five Hundred Association is a member of our organization and have members, Miramar, Stravangar, Half Moon Beach) that live across the street from the RV Park. Thank you. Jerry Mohn President .

Karen White

From: Planning Counter
Sent: Tuesday, July 21, 2020 10:22 AM
To: Adriel Montalvan
Subject: FW: Reference 20P-021

-----Original Message-----
From: Mark Garza <[redacted]>
Sent: Tuesday, July 21, 2020 10:21 AM
To: Planning Counter <PlanningCounter@GalvestonTX.Gov>
Subject: [EXTERNAL] Reference 20P-021

I am concerned with the reasoning of the parcel near my residence for the submission reference above. I am opposed to the change.

Regards,

Mark Garza
23131 Fresca Avenue
Galveston TX 77554

City of Galveston

Public Comment Form

First Name *
Dana

Last Name *
Kurtin

Email *
[redacted]

Phone *
7137249392

Street Address *
3710 Tradewinds Dr

City *
Galveston

State *
TX

ZIP *
77554

Subject *
Galveston Island RV Resort Request for Zoning Change - Oppose

Comments * (?)
500 character maximum

I oppose the zoning change request for Galveston Island RV Resort, 23700 San Luis Pass Road.

The expansion is too close to residential homes in Bay Harbor.

City of Galveston

Public Comment Form

First Name *
Lisa

Last Name *
Porter

Email *
[redacted]

Phone *
2819247874

Street Address *
4301 Dorothy

City *
Bellaire

State *
Texas

ZIP *
77401

Subject *
RV Park Rezoning Request

Comments * (?)

500 character maximum

I am the property manager for Terramar Beach CIA. We strongly object to the request for rezoning by the RV Park west of Bay Harbor. This request, if approved, will adversely affect the Terramar Beach community. There are already plenty of stores, gasoline opportunities, groceries, bars and liquor within one minute of the RV park. Please forward my comment to the planning committee. Thank you for your consideration.

ORDINANCE NO. 20-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM RESIDENTIAL, SINGLE-FAMILY (R-1) TO A RESORT/RECREATION (RES/REC) ZONING DISTRICT ON PROPERTY COMMONLY KNOWNN AS 23700 SAN LUIS PASS ROAD / FM 3005 AND WHICH IS LEGALLY DESCRIBED AS LOT 1R (1-18), 38.249 ACRES, GALVESTON ISLAND RV RESORT (2015), IN THE CITY AND COUNTY OF GALVESTON, TEXAS. PLANNING CASE NUMBER 20P-021; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City has received a request to change the zoning from Residential, Single-Family (R-1) to a Resort/Recreation (RES/REC) zoning district on property commonly known as 23700 San Luis Pass Road / FM 3005. The property is legally described as Lot 1R (1-18), 38.249 Acres, Galveston Island RV Resort (2015), in the City and County of Galveston, Texas; and,

WHEREAS, as more detailed in its, staff report attached herein for all intents and purposes as **Exhibit 1**, in February 2014, a General Land Use Plan (GLUP) was approved to establish an RV Park at the subject property. At the time, the property was zoned Planned Development (PD). In accordance with the then 1991 Zoning Standards, any proposed land use in the PD zoning district required a GLUP; and,

WHEREAS, during the 2015 zoning map amendments, the property was re-zoned Residential, Single-Family (R-1) which made the RV Park a nonconforming use; and,

WHEREAS, the request is a change of zoning from Residential, Single-Family (R-1) to Resort/Recreation (RES/REC). If the request is approved, the use will remain as a nonconforming use continuing to operate under the approved GLUP; and,

WHEREAS, as currently configured, the RV Park does not meet zoning regulations currently in effect regarding the required minimum distance separation to residential zoning. In accordance with the current Land Development Regulations (LDR), RV Park improvements may not be developed within 300 feet of a lot or tract zoned R-0, R-1, R-3 or an UN zoning district; and,

WHEREAS, current, existing improvements are less than 300 feet to the R-1 lots directly to the south of the subject property and there is no proposed change to the current RV Park land use; and,

WHEREAS, staff finds this request to be consistent with the criteria to establish a Resort / Recreation (RES/REC) zoning district, and recommends approval of the proposed change of zoning as prescribed in Section 13.601 (C) of the Land Development Regulations. There is no

proposed change to the present land use. The use will remain as an RV Park. Therefore, this request does not affect compatibility with surrounding uses and zoning; and,

WHEREAS, Staff finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations based on the following findings:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objective and policies of the City of Galveston 2011 Comprehensive Plan and other adopted plans;

2. The proposed zoning is consistent with the future land use map prepared by staff and accompanying the staff report for this case;

3. The proposed change is consistent with the implementation of existing or planned streets, water, wastewater, other utilities and delivery of public services to the area in which the proposed rezoning is located;

4. The range of uses and character of development allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning and the parcel has sufficient dimensions to accommodate reasonable development that complies with the requirements or the Land Development Regulations including parking and buffering requirements;

5. The pace of development and/or amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development; and,

WHEREAS, at its regular meeting of July 21, 2020, the Planning Commission did not make a recommendation on this request due to the lack of four affirmative votes; and,

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations and deems it in the public interest to grant applicant's request for a change of zoning from Residential, Single-Family (R-1) to a Resort/Recreation (RES/REC) Zoning District.

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

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

SECTION 2. The zoning classification is hereby changed from Residential, Single-Family (R-1) to a Resort/Recreation (RES/REC) Zoning District on property commonly known as 23700 San Luis Pass Road / FM 3005. The property is legally described as Lot 1R (1-18), 38.249 Acres, Galveston Island RV Resort (2015) and as more detailed in the Staff report attached herein as Exhibit 1, in the City and County of Galveston.

SECTION 3. The General Land Use Plan (GLUP) approved in 2014 to establish the RV Park at the subject property shall continue as permitted pursuant to the GLUP.

SECTION 4. At the time, the property was zoned Planned Development (PD
It is declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

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

SECTION 7. This Ordinance shall 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 August 13, 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, AMENDING ORDINANCE 20-039, ORDERING AND CALLING AN ELECTION TO BE HELD IN THE CITY OF GALVESTON ON THE 3rd DAY OF NOVEMBER, 2020, FOR THE PURPOSE OF ELECTING A MAYOR AT-LARGE AND SIX (6) DISTRICT COUNCIL MEMBERS, EACH FOR A TWO-YEAR TERM; MAKING PROVISIONS FOR THE CONDUCT AND GIVING NOTICE OF THE ELECTION; PROVIDING THE CANDIDATE FILINGS RECEIVED FOR THE POSTPONED MAY 2, 2020 ELECTION REMAIN VALID FOR THE NOVEMBER 3, 2020 ELECTION AND THE FILING PERIOD WILL NOT BE RE-OPENED; DESIGNATING POLLING PLACES; DESIGNATING DATES AND HOURS FOR EARLY VOTING; DESIGNATING THE DATE AND HOURS OF THE ELECTION DAY; PROVIDING FOR PUBLICATION OF THE NOTICE OF THE ELECTION; PROVIDING BILINGUAL ELECTION REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING A SAVINGS CLAUSE; DECLARING FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

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, Article III of the Galveston City Charter and sections 3.005, 41.001(a), and 41.005 of the Texas Election Code require an election to be held, ordered, and called for on Saturday, May 2, 2020, that being a uniform election date under the Texas Election Code, to fill the seats of the Mayor and six (6) Council Members; and

WHEREAS, given the advent of the Corona/Corvid-19 pandemic the Governor by Proclamation dated March 18, 2020 suspended provisions of the Election Code so as to allow home rule cities to conduct their elections on November 3, 2020; and

WHEREAS, on January 23, 2020, the Galveston City Council unanimously approved entering into a contract with the County of Galveston for the administration of election services pursuant to the applicable provisions of the Texas Election Code; and

WHEREAS, following the Governor's Proclamation of March 18, 2020 the County of Galveston County Clerk announced it would not conduct any elections on May 2, 2020 due and owing to the great risk attendant to the Corona/Corvid-19 pandemic; and

WHEREAS, under authority given under Texas Election Code §41.052 the governing body of a home rule municipality may change the date of its general election and given the public emergency attendant to the pandemic and the decision of the County Clerk not to conduct elections on behalf of entities in Galveston County for the May 2, 2020 election the City Council has determined to exercise its authority to change the date of its general election to November 3, 2020 as set forth herein; and

WHEREAS, subsequent to the passage of Ordinance 20-039, the Governor of the State of Texas issued his Proclamation dated July 27, 2020 to extend the period of early voting by scheduling early in person voting to begin on October 13, 2020 until the fourth day before election day, requiring amendment of the City Council's prior Order of Election; and

WHEREAS, under authority given under Texas Election Code §41.052 and the Governor's Proclamation of March 18, 2020 the City Council determines that present members of Council shall continue to hold office as a holdover and the length of term for those elected on November 3, 2020, or in a required runoff election, shall hold office until May 7, 2022.

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. Pursuant to the provisions of Article III of the Charter of the City of Galveston and section 3.005 of the Texas Election Code, the regular City election for the year 2020, is hereby called and ordered for the purpose of electing a Mayor at-large and six (6) District Council Members, each for a term of two (2) years, to be held in the City on Tuesday, November 3, 2020, between the hours of 7 o'clock a.m. and 7 o'clock p.m., as provided in section 41.031 of the Texas Election Code, as well as, a period of early voting in accordance with the provisions of the Texas Election Code.

SECTION 3. The election hereby called and ordered shall be conducted in accordance with the provisions of this Ordinance, the requirements of the Charter of the City of Galveston, the Constitution and laws of the State of Texas regulating the holding of elections. The election called and ordered shall be conducted in accordance with the provisions of the Election Services Agreement by and between the City and Galveston County approved by City Council on June 25, 2020.

SECTION 4. In accordance with Secretary of State Election Advisory 2020-12, the City Council confirms that candidate filings for the May 2, 2020 election will remain valid for the election held on November 3, 2020 and that the filing period will not be re-opened for the November election.

SECTION 5. In accordance with Chapter 43 and other applicable provisions of the Texas Election Code, this election shall be conducted utilizing countywide polling places as designated by the County of Galveston. The City Council hereby designates the locations listed in **Exhibit 1** as countywide polling places to be utilized for this election.

SECTION 6. The ballots shall conform to all requirements of the laws of the State of Texas governing the same. Such ballots shall contain the names of all eligible candidates for the respective offices of the Mayor and City Council Members of the City of Galveston.

SECTION 7. All qualified voters of the City of Galveston shall be entitled to vote at the election so hereby called and ordered. The election shall be conducted in accordance with the

applicable laws of the State of Texas between the hours of 7 o'clock a.m. and 7 o'clock p.m. on Tuesday, November 3, 2020 ("Election Day").

SECTION 8. Voting machines and/or ballot boxes shall be used in the election in accordance with the provisions of the laws of the State of Texas relating to the use of voting machines, ballot boxes, and elections. Pursuant to the Election Services Agreement with the City of Galveston, Hart Intercivic Direct Record Electronic (DRE) Voting Machines will be used during the conduct of the subject election being called by this Ordinance.

SECTION 9. (a) In compliance with Section 271.006 of the Texas Election Code, Dwight D. Sullivan, Galveston County Clerk, is appointed as the Early Voting Clerk. Other deputy early voting clerks shall be appointed as needed to process early voting mail and to conduct early voting by personal appearance. The main early voting polling place is designed as the Galveston County Justice Center, 600 – 59th Street, 2nd Floor Conference Room, Galveston, Texas 77551. Early voting by personal appearance is also available at the Galveston County Courthouse, 722 Moody (21st Street), 2nd Floor Mezzanine, Galveston, Texas 77550, and such other early voting polling places as designated by the Early Voting Clerk.

(b) Qualified electors voting early who are unable to vote in person shall vote by mail as prescribed by the laws of the State of Texas. Applications for ballots by mail may be sent to the Early Voting Clerk as follows:

- By Mail: Attn: Ballots by Mail, c/o Dwight D. Sullivan, Galveston County Clerk, P. O. Box 17253, Galveston, Texas 77552-7253;
- By Fax: 409.765.3249 (Please put "Attention Ballots By Mail" on the cover sheet); or
- By Email: absenteeballotapplications@co.galveston.tx.us (If this method is used, an application from the County Clerk's Elections Division website will need to be printed, filled out completely, signed, and scanned before submitting as an attachment to the email).

In accordance with Section 84.007 of the Texas Election Code, the first day to apply for a ballot by mail was January 1, 2020. The last day to apply for a ballot by mail is October 5, 2020 (received, not postmarked). The deadline for receipt of a Federal Post Card Application (FPCA) from a registered voter is October 5, 2020.

The Galveston County Clerk must physically receive marked ballots by the last mail delivery on Election Day which is Tuesday, November 3, 2020 at 3:00 o'clock p.m. If a marked ballot is being mailed from outside of the United States, the ballot must be received by the last mail delivery on the fifth day after Election Day. In addition, marked ballots from individuals voting by mail may be hand delivered in person only while polls are open on Election Day. Only the person casting the marked ballot may surrender the ballot in person. Such ballots will be accepted between the hours of 7:00 a.m. and 7:00 p.m. at the Galveston County Clerk's Office, Elections Division, 600 – 59th Street, 3rd Floor, Galveston, Texas 77551.

(c) Early voting by personal appearance shall begin on Tuesday October 13, 2020, and end on Friday, October 30, 2020, and shall be conducted during the following hours:

Day	*Date*	*Hours of Operation*
Tuesday	October 13, 2020	8:00 am to 5:00 pm
Wednesday	October 14, 2020	8:00 am to 5:00 pm
Thursday	October 15, 2020	8:00 am to 5:00 pm
Friday	October 16, 2020	8:00 am to 5:00 pm
Monday	October 19, 2020	8:00 am to 5:00 pm
Tuesday	October 20, 2020	8:00 am to 5:00 pm
Wednesday	October 21, 2020	8:00 am to 5:00 pm
Thursday	October 22, 2020	8:00 am to 5:00 pm
Friday	October 23, 2020	8:00 am to 5:00 pm
Saturday	October 24, 2020	7:00 am to 7:00 pm
Sunday	October 25, 2020	1:00 pm to 6:00 pm
Monday	October 26, 2020	7:00 am to 7:00 pm
Tuesday	October 27, 2020	7:00 am to 7:00 pm
Wednesday	October 28, 2020	7:00 am to 7:00 pm
Thursday	October 29, 2020	7:00 am to 7:00 pm
Friday	October 30, 2020	7:00 am to 7:00 pm

(d) The City Council hereby appoints the County's duly appointed representatives to the Early Voting Ballot Board.

SECTION 10. (a) Notice of said election shall be given (1) by filing a copy of this election Ordinance with the City Secretary; and (2) by publication as required by state law. The notice shall be in accordance with state law.

(b) The Mayor is hereby authorized to sign an "Order of Election" and "Notice of General Election." Council directs the City Secretary to post the "Order of Election" and publish and post the "Notice of General Election," in both English and Spanish in accordance with state law.

SECTION 11. Officers of the election shall immediately at the close of the election return to the City Council the results of the election. The City Council shall canvass the returns and declare the results of the election as provided in the Agreement between the City and the County, and as permitted by law.

SECTION 12. The provisions of 42 U.S.C.A. § 1973aa-1a, 28 C.F.R. Part 55, and section 272.001 et seq. of the Texas Election Code, regarding members of a single-language minority, shall be observed with respect to printing, programming, and disseminating voting notices, forms, balloting materials, instructions, assistance or other materials or information relating to the electoral process, including ballots, and all such election materials shall be printed, programmed, processed, and/or provided in the Spanish language as well as the English language, and at each Election precinct there shall be a Judge, Alternate Judge, or Clerk who is

fluent in the Spanish language and who shall be instructed and required to provide assistance to any voter desiring same.

SECTION 13. The County of Galveston shall appoint eligible persons in the following capacities in accordance with the Texas Election Code, and those persons shall have the duties and responsibilities as prescribed by state law:

> Central Count Station Manager, Clerk, Tabulation Supervisor, Assistant to the Tabulation Supervisor, Judge of the Central Count Station, Clerks and Early Voting Ballot Board

SECTION 14. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election and to comply with federal, state, and local laws and in the conduct thereof. This will be provided through the Election Services of the County of Galveston.

SECTION 15. 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 16. 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 17. 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 18. 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 19. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 20. 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 21. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on the 13th day of August, 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 August 2020.

_____
JANELLE WILLIAMS
City Secretary for the City Council
of the City of Galveston, Texas

Proposed To Be Amended

EXHIBIT 1

EARLY VOTING LOCATIONS

for

City of Galveston

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

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 Community Center
4503 11th Street
Bacliff, Tx. 77518

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

Kemah Fire Station
905 Hwy 146
Kemah, Tx 77565

Moody Methodist Church
2803 53rd St
Galveston, TX 77551

Hitchcock City hall
7423 Highway 6
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
1006 South Shore Dr.
Clear Lake Shores, Tx 77565

Old Friendswood Jr. High
402 Laurel
Friendswood, Tx 77546

ELECTION DAY VOTING LOCATIONS
Tuesday, November 3, 2020
7:00 a.m. to 7:00 p.m.

for

City of Galveston

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 Community Center
4503 11th Street
Bacliff, Tx. 77518

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

Kemah Fire Station
905 Hwy 146
Kemah, Tx 77565

GISD Admin Building
3904 Ave. T
Galveston, Tx 77551

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

Rebecca Sealy Hospital
404 8th St., Classroom 1st Floor
Galveston, Tx 77555

Texas A &M University-Galveston
200 Seawolf Parkway, Bldg. 3035
Suite 102
Galveston, Tx 77553

ORDINANCE NO. 20-___

An Ordinance Of The City Of Galveston, Texas, Designating A Presiding Councilmember Who Will Act In The Event Of Unavailability Of The Mayor Pro Tem; Providing For That Designation To Continue Until The Position Of Mayor Has Been Filled By Election And The Winner Has Qualified For Office; Providing For A Method To Determine Unavailability Of The Mayor Pro Tem; Providing For A Severability Clause; Providing An Open Meetings Clause; Providing A Savings Clause; Declaring Findings Of Fact; And Providing For An Effective Date.

WHEREAS, the Mayor of the City of Galveston resigned his position effective July 14, 2020 and that position will remain vacant until the November 2020 election and the winner has qualified for that office; and

WHEREAS, in accordance with the Article II Section 7 of the Galveston City Charter the Mayor Pro Tem has been performing the duties and obligations of the Mayor pending such election; and

WHEREAS, Article II Section 7(b) of the Galveston City Charter provides that the City Council may select one of its members to perform the functions of Mayor Pro Tem during such times as the Mayor Pro Tem is unavailable to perform them; and

WHEREAS, the City of Galveston is currently under a declared state of emergency due to the Covid pandemic and further is prone to rapidly developing danger from hurricanes, and

WHEREAS, the City Council finds that the selection of a member to perform the functions of Mayor Pro Tem in the event the present Mayor Pro Tem is unavailable to be consistent with the provisions of the City Charter and is in furtherance of the interests of the continuity of governmental operations.

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. Pursuant to Article II Section 7(b) of the Galveston City Charter, the City Council elects _____ to perform the duties of Mayor Pro Tem in the event of unavailability of the Mayor Pro Tem.

SECTION 3. The designation set forth in Section 2 of this Ordinance shall continue to be in effect until the election and qualification of an individual to the position of Mayor pursuant to the November 2020 election or further action of the City Council whichever shall occur first.

SECTION 4. The Mayor Pro Tem shall be considered to be unavailable if he communicates such unavailability to the City Secretary.

SECTION 5. The Mayor Pro Tem shall be considered to be unavailable if in the event of an imminent threat to the public health and safety, both the City Manager and City Secretary have attempted to contact the Mayor Pro Tem and he does not respond. In such an instance the City Manager and City Secretary shall communicate to the Council that the Mayor Pro Tem is unavailable and the member designated in Section Two of this Ordinance shall be acting as Mayor Pro Tem.

SECTION 6. The member designated in Section 2 of this Ordinance shall perform the duties of Mayor Pro Tem only during that period of unavailability of the Mayor Pro Tem.

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:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on the 13th day of August, 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 on this_____ day of August 2020.

_____
JANELLE WILLIAMS
City Secretary for the City Council

Galveston Police Department

OFFICE OF THE CHIEF

STAFF REPORT
August 5, 2020

TO: Honorable Mayor and City Council
Brian Maxwell, City Manager

RE: Consider for approval reallocating one (1) sworn police officer position to increase the number of Lieutenants from 6 to 7: specifying the total number of Classified Civil Service Police Department Personnel Positions at 163: making various finding and provisions related to the subject: and providing for an effective date of August 21, 2020

I. Background

A. At it's peak the Galveston Police Department was staffed with 7 Lieutenants.
B. In the aftermath of the recession and Hurricane Ike, the Galveston Police Department was required to reduce is authorized strength from 166 to 129 and it's authorized Lieutenant positions from 7 to 6.
C. The Support Service Bureau has operated with only a Captain and a Sergeant, eliminating a valuable layer of oversight for the employees of the Bureau, especially in the absence of the Captain.

II. Current Situation

A. As of January 2018, the strength of the Galveston Police Department has increased to 168 (including the Chief, Assistant Chief, and Captains).
B. The Galveston Police Department is about to engage in a rigorous "Recognition" process thought the Texas Police Chiefs Association, in order to ensure we are utilizing established Best Practices in our policies and procedures. Once complete the standards must be monitored and maintained as laws and policies evolve.
C. Grant monitoring and reporting responsibilities were decentralized and placed back on the individual city departments to monitor.
D. Various state auditing requirements for racial profiling, body warn cameras and other procedures require the proper supervision and authority to address.
E. February 9, 2018, Chief Vernon Hale was sworn in as the new Chief of Police and has begun a reorganization of positions in order to enhance efficiency and accountability.
F. Authorized Lieutenant Positions should be increased from 6 to 7 (1)

III. Issues

A. Historically, the department has operated with several vacancies within the Police Officer classification.
B. A Compliance Lieutenant will be assigned to the Support Services Bureau to coordinate the Recognition process, monitor grant compliance, research and initiate new grant opportunities, and coordinate Body Worn Camera auditing and compliance and support the Bureau commander in his absence.

IV. Alternatives in order of priority

A. Approve the reallocation of 1 police officer position to the position of Lieutenant

Departmental Improvements – Enhanced oversight and accountability of departmental policy and procedures

B. Deny the position reallocation
   i. Cost – $0.00
   ii. Timing – N/A
   iii. Departmental Improvements – None

V. Recommendation

Concur in *Alternative A*, and grant approval of addition of one (1) additional Lieutenant from the current authorized strength.

VI. Fiscal Impact Report

1. Estimated Cost – $17,355 per year annual salary difference between a Senior Police Officer to Lieutenant
2. Funding Source: General Fund – Police Department

Respectfully Submitted,

_____

V. L. Hale, III
Chief of Police

Approved,

_____

Brian Maxwell
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE REALLOCATION OF ONE (1) POLICE OFFICER POSITION TO INCREASE THE NUMBER OF LIEUTENANT POSITIONS FROM 6 TO 7; SPECIFYING THE NUMBER OF CLASSIFIED CIVIL SERVICE POLICE DEPARTMENT PERSONNEL POSITIONS AT 163; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE OF AUGUST 21, 2020.

WHEREAS, while the City continues to maintain a high standard of Police Operations, it has also sought opportunities for enhanced oversight and accountability; and

WHEREAS, in June 2018, the City Council approved a reallocation of two Police Officer positions to increase the number of Sergeants from 25 to 27; and

WHEREAS, in December 2019, the City Council approved a reallocation of two Police Officer positions to increase the number of Sergeants from 27 to 29; and

WHEREAS, the Police Department has evaluated current staffing levels and finds the need to reallocate positions once again; and

WHEREAS, the Support Service Bureau has operated with only a Captain and a Sergeant, thus eliminating a valuable layer of oversight for the employees of the Bureau; and

WHEREAS, by reallocating one (1) Police Officer position to increase the number of Lieutenant positions from six (6) to seven (7), there will be sufficient oversite in the Support Service Bureau to enhance efficiency and accountability; and

WHEREAS, the City Council of the City of Galveston does hereby find it in the best interest of the public to reallocate the positions as set forth above which authorizes the classified Civil Service Police Department Personnel of 163 positions to include 7 Lieutenants, 29 Sergeants, and 127 Police Officers, effective August 21, 2020.

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

SECTION 1. INCORPORATION OF RECITALS. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are adopted by the City Council and incorporated as part of this ordinance for all purposes.

SECTION 2. PURPOSE. As of August 21, 2020, the Police Department is authorized to and shall have the following classifications and number of positions in each such classification:

CLASSIFICATION	NUMBER OF POSITIONS
Lieutenant	7
Sergeant	29
Police Officer	127
TOTAL	163

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

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

SECTION 5. PUBLICLY AVAILABLE. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter of 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. EFFECTIVE DATE. This Ordinance shall be and become effective on August 21, 2020, after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

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 13th day of August, 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 August, 2020.

_____

Secretary for the City Council

of the City of Galveston

August 4, 2020

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

From: Daniel Christodoss, PhD, PE

RE: Consider for approval of the attached design amendment from Arceneaux Wilson & Cole LLC (AWC), for design and construction support to the 24-inch waterline project increasing the contract amount by $50,215 to $1,840,215 from the original contract amount of $1,790,000. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The City's Water Master Plan includes the construction of a 3.5 mile long 24 inch waterline from the 59th Street Pump Station to the Airport Pump Station to provide distribution system redundancy to the City's West End and Central Water Supply System.
B. This redundancy will be critical as this water line will supply the West End and the Moody Gardens/Schlitterbahn area during failure at the 30th or Airport Pump Station,
C. This waterline will also serve as a redundant feed to a significant portion of the Island's residents during failure of the existing aged 30" Offats Bayou water supply line from GCWA.
D. The proposed waterline was included in the FY 2017-2021 Capital Improvement Plan, with design scheduled for FY 2017 and construction for FY 2018.
E. The proposed 24" waterline will provide needed backup capability for the Airport Pump Station and help ensure that the City will always be able to provide water to the west end during an emergency associated with the Airport and 30th Street Pump Stations or the Offats Bayou Supply Line from GCWA.
F. The City completed a preliminary engineering assessment of the feasible routes from the 59th Street Pump Station Area to the Airport Pump Station Site for laying the 24 inch water line and fiber optic system.
G. Maps prepared by City Staff showing feasible routes were provided to an engineering consultant, and a proposal was solicited to identify the best route, and design the water line, and the fiber optic system.
H. AWC provided a proposal for $1,790,000 to design and prepare construction plans for installation of the proposed 3.5 mile long 24 inch water supply/transmission line.
I. City Council approved a contract with AWC in February 2017 and the design was completed and issued for bids. The successful bidder approved by City Council was

E. P. Brady, Ltd (RFP #19-24) in an amount not to exceed $18,000,000.00 for the base bid plus alternate A, B, D, F, G, H, I, J, K, and L at the December 2019 Council meeting.

J. The City executed an agreement with E.P. Brady January 22, 2020 after negotiating a best and final offer for $17,159,876.30.

K. The City executed Change Order #01 with EP Brady April 30, 2020 for a 0.2% increase in the total construction contract from the original amount of $17,159,876.30 to the amount of $17,193,266.93. This change order did not increase the project budget.

L. The City executed Change Order #02 with EP Brady June 26, 2020 for a .58% increase in the total construction contract from the amount of $17,193,266.93 to the amount of $17,293,075.32. This change order did not increase the project budget.

M. The City executed Change Order #3 with E. P. Brady, Ltd., for a 0.17% increase in the total construction contract from the amount of $17,293,075.32 to the amount of $17,321,759.49. This change order did not increase the project budget.

N. On May 15th EP Brady's directional drilling subcontractor encountered an unknown obstruction while installing the directional boring across and underneath Offats Bayou.

O. Early indications and speculation was that the City's 20" force main sewer line from LS #21 to the Airport WWTP was hit and ruptured. City staff has been unable to verify that as fact, however there was a significant amount of raw sewage released into the area. That release was cleaned and the effort to determine its origin began.

P. We know that something was hit by the directional boring and that effort was halted until corrective actions could be established and taken.

Q. There has been no further release of sewage, however the City must determine where and if the force main is damaged and map it so that a new boring can be planned that assures the City that the new 24"waterline does not conflict with the 20" force main.

R. The City has been unable to obtain the original plans for the 20" force-main that was designed in the late 1900s.

S. The City requested AWC to provide a proposal to determine the exact location of the 20" force-main and implement other associated services outlined in the attached proposal.

II. <u>Current Situation</u>

A. AWC responded to the City's request and provided a proposal utilizing Pipeline Inspection Partners Corporation Accurate Mapping Probe (PIPC AMP) and perform other associated design services for a design fee of $50,215 (2.8% increase in design fee) which does not increase the project budget.

III. Impact or ramifications:

Construction of the critical 24" water line from the 59th to Airport Pump Station is not possible until the mapping of the 20" force-main and other associated services is completed.

IV. Alternatives in order of priority

A. Approve the AWC Design Amendment of $50,215.00 to facilitate the mapping of the 20" force main and allow AWC to perform other associated design services.

B. Do not approve the request resulting in the loss of funding invested to date on this project not to mention the need for this critical line to serve the West End which will not be constructed.

V. Recommendation

Approve Amendment #1 for $50,215 to the existing contract with AWC, for the 24 inch Water Transmission Line from 59th Street Pump Station to the Airport Pump Station.

VI. Fiscal Impact Report

Requested by: Daniel Christodoss, Phd, PE
City Engineer

Funding Source: Water/Sewer CO Bonds

Items Previously Approved By City Council:

Construction Cost	$	17,321,759.49
Contingency	$	603,239.51
Design Support During Construction	$	50,215.00 *submitted for Council Approval*
Construction Administration	$	125,500.00
Material Testing (estimated)	$	225,000.00
Total Cost of Implementation	**$**	**18,325,715.00**

Respectfully Submitted,

_____

Daniel Christodoss, PhD, PE
City Engineer

ARCENEAUX WILSON & COLE
engineering | surveying | planning

July 30, 2020

Mr. Dudley Anderson
City of Galveston
823 25th Street
Galveston, TX 77550

RE: PROPOSAL FOR ADDITIONAL ENGINEERING SERVICES
for City of Galveston 24-Inch Water Line
Galveston, Texas

Dear Mr. Anderson,

Arceneaux Wilson & Cole LLC (AWC) is pleased to submit the following proposal and for the opportunity to assist you on the 24-Inch Water Line project. Based on our previous discussions and our understanding of the project we propose to provide additional engineering services as requested. We propose a scope of additional services as described below.

DESCRIPTION OF ADDITIONAL SERVICES

1) Existing Force Main from LS#21 to Moody Gardens
   a. Preliminary engineering research & discovery effort to locate and design around force main and water line conflicts (Lump Sum time spent to date owed to AWC). $6,000.00
   b. PIPC AMP Mapping (Total from 6/26/20 Proposal). $16,350.00
   c. Engineering analysis of LS#21 pump capacity & design of force main slip-line (AWC hourly not to exceed). $5,000.00
   d. Engineering design of revised 24" water line alignment (AWC hourly not to exceed). $10,000.00

409.724.7888
2901 Turtle Creek Dr., Suite 320
Port Arthur, TX 77642
awceng.com

2) <u>Existing Force Main from Moody Gardens to WWTP</u>

a. PIPC AMP Mapping (Total from 6/26/20 Proposal). $6,230.00

b. Engineering design of revised 24" water line alignment (AWC hourly not to exceed). $5,000.00

<u>Items Not Covered Above</u>

a. PIPC ½ Day stand-by time (Total from 6/26/20 Proposal) $1,500.00*

b. PIPC Full Day stand-by time (Total from 6/26/20 Proposal) $3,000.00*

c. AWC cost for coordinating w/ PIPC (10%). $1,635.00

Estimated Total (*Stand-By Time Excluded) $50,215.00

<u>PROFESSIONAL FEE</u>

Based upon our review, we propose to be compensated based on lump sum basis a fee of **$ 50,215.00** for our services. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

Very truly yours,

ARCENEAUX WILSON & COLE LLC

Keith Zotzky, P.E.
Project Manager

CITY SECRETARY'S OFFICE
RECEIVED
MAR 14 2017
CITY OF GALVESTON

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this 14th day of March, 2017, by and between the City of Galveston, Texas, hereinafter called the "City", and **ARCENEAUX, WILSON and COLE, LLC.** hereinafter called "COMPANY", located in Port Arthur, TX in connection with the following project:

24" Water Line from 59th Street Pump Station to Airport Pump Station

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. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within **365 (three hundred sixty-five)** calendar days of issuance of a Notice to Proceed.

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

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

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

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

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **$1,790,000.00 (one million seven hundred and ninety thousand)**. 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 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

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

CITY OF GALVESTON, TEXAS

BY: _____

NAME: Brian Maxwell

TITLE: City Manager

DATE: 3-13-17

ARCENEAUX, WILSON, & COLE, LLC.

BY: _____

NAME: Joe M. Wilson, Jr

TITLE: President

DATE: 3-2-17

ATTEST:

_____
City Secretary

ATTEST:

Stephanie Morrell

Approved As To Form

_____
City Attorney's Office

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

11Q
02/23/2017

City of Galveston

Public Works Department
P.O. Box 779 / Galveston, Texas 77553

February 13, 2017

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

From: Daniel Christodoss, P.E., City Engineer

Subject: Consider for approval a proposal for $1,790,000.00 from Arceneaux Wilson and Cole, LLC (AWC) to design the 24 inch water line from the 59th Street Pump Station (PS) to the Airport PS. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background:

A. The City's Water Master Plan includes the construction of a 24 inch waterline from the 59th Street Pump Station to the Airport Pump Station as a critical part of the needed infrastructure for the City of Galveston.

B. The proposed waterline was included in the FY 2017-2021 Capital Improvement Plan, with design scheduled for FY 2017 and construction for FY 2018.

C. The proposed waterline will provide needed backup capability for the Airport Pump Station and help ensure that the City will always be able to provide water to the west end.

II. Current Situation:

A. The City completed a preliminary engineering assessment of the feasible routes from the 59th Street Pump Station Area to the Airport Pump Station Site for laying the 24 inch water line and fiber optic system.

B. Maps prepared by City Staff showing feasible routes were provided to an engineering consultant, and a proposal was solicited to identify the best route, and design the water line, and the fiber optic system.

C. AWC provided a proposal for $1,790,000 to design and prepare construction plans for installation of the proposed 24 inch water line.

III. Alternatives:

A. Accept the proposal from AWC for $1,790,000 to design the proposed 24 inch water line to provide the much needed redundancy to the Airport Pump Station that serves a significant portion of the Island's residents.

B. Do not accept the proposal from AWC and risk loss of water supply to a significant portion of the Island's residents during an emergency situation at the Airport Pump Station, and lose the option to supply water from any one of the three Pump Stations during a failure at one of the Pump Stations.

COUNCIL APPROVED
DATE 2/23/17
SIG.

IV. **Recommendation:**

Accept Amendment#1 from AWC for $1,790,000 to provide design for distribution system redundancy to the City's Water Supply System during failure at one of the three Pump Stations, and enable redundant feed to a significant portion of the Island's residents during failure at the Airport Pump Station.

V. **Fiscal Impact Report**

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Source:	Water Improvement Fund 2017 Water Certificates of Obligation
Design Fee:	$ 1,790,000
Construction Cost (estimated):	$15,000,000
Contingency:	$ 3,000,000
Construction Administration (estimated):	$ 85,000
Materials Testing (estimated):	$ 150,000
Total Estimated Implementation Cost:	$20,025,000

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer

Forwarded for Approval,

for Brandon Cook
Assistant City Manager

S:\PublicWorks\Staff Reports\2016-17\ AWC_24inch_WL_59thtoAirportPS

ARCENEAUX WILSON & COLE
engineering | surveying | planning

February 6, 2016

Mr. Daniel Christodoss
City of Galveston
823 25th Street
Galveston, TX 77550

RE: **PROPOSAL FOR ENGINEERING SERVICES**
for 24" Water Line from 59th St. Pump Station to Airport Pump Station
Galveston, Texas

Dear Mr. Christodoss,

Thank you for the opportunity to assist you on the 24" Water Line from 59th St. Pump Station to Airport Pump Station. Based on the scope of work and our understanding of the project we propose to provide engineering services to plan and design this project as requested. We propose a scope of services as described below.

SCOPE OF SERVICES

- Review possible alignments for the waterline as provided by the City of Galveston.
- Evaluate Construction Cost and Constructability for possible alignments.
- Provide a recommendation as to a preferred route.
- Detailed design and construction schedule for a new 24" water line from post Office Blvd. to Airport Pump Station.
- Include detailed design and construction schedule for proposed fiber optic line along the same route.
- Provide Geotechnical Report along proposed alignment.
- Perform topographic survey of alignment and adjacent areas as required for design and planning.
- Provide horizontal and vertical control for Construction.
- Locate (with City assistance and Texas 811) and identify all existing utilities within Right of Way (ROW).
- Provide a traffic control plan for construction of new 24" water line.
- Prepare necessary permits including exhibits for submission to TxDOT for crossings at Broadway Blvd. and 61st Street.
- Prepare necessary Nationwide Permit for submission to USACE for crossing at Lake Madeline Channel.

409.724.7888
2901 Turtle Creek Dr, Suite 320
Port Arthur, TX 77642
awceng.com

Engineering F-16194 Surveying 10194049

- Provide detailed construction cost estimates at 30%, 60%, 90% and 100% drawing submission.
- Prepare Project Manual with Technical Specifications, Bid Forms etc...
- Assist in the preparation of formal contract documents and bidding.
- Review of contractor's submittals.
- Conduct periodic inspections during construction.
- Review and respond to RFIs.
- Prepare change orders as needed.
- Review and prepare contractor monthly pay request.
- Prepare project closeout documentation including Record Drawings.

PROFESSIONAL FEE

Based upon our review and understanding of the project, we propose to be compensated based on a not to exceed fee of **$1,790,000.00** for our services. Our proposed fees do not include any cost/fees for any permits. We recommend a design period of 12-months to perform the proposed scope of services. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

Very truly yours,

ARCENEAUX WILSON & COLE LLC

Marc A. Ochoa, P.E.
Senior Project Manager

ARCEN-2 OP ID: DG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Braud Vaughn & Williamson
Insurance Agency
P O Box 5389
Beaumont, TX 77726

CONTACT NAME: Bonnie R Coburn ACSR
PHONE (A/C, No, Ext): 409-833-8621 FAX (A/C, No):
E-MAIL ADDRESS: dgillies@bvwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire Group	13021
INSURER B: Texas Mutual Insurance Co.	22945
INSURER C: Evanston Insurance Co.	35378
INSURER D: Underwriters at Lloyds	
INSURER E:	
INSURER F:	

INSURED
Arceneaux Wilson & Cole LLC
2901 Turtle Creek Dr Suite 320
Port Arthur, TX 77642

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			85319867	08/20/2016	08/20/2017	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY [X] PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			85319867	08/20/2016	08/20/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	X UMBRELLA LIAB / X OCCUR			85319867/16EFXMS80659	08/20/2016	08/20/2017	EACH OCCURRENCE	$	9,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	9,000,000
	DED X RETENTION $ 10000							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A		TSF0001274566 USL&H INCLUDED	08/21/2016	08/21/2017	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Professional Liab			ANE147833316	08/20/2016	08/20/2017	Each Clm		5,000,000
							Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITYG-3

City of Galveston Texas
P O Box 779
Galveston, TX 77553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Vaughn

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-173778

Date Filed:
03/02/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Arceneaux Wilson & Cole LLC
Port Arthur, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-043
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cole, Keestan	Port Arthur, TX United States	X	
Wilson, Joe	Port Arthur, TX United States	X	
Arceneaux, Ronald	Port Arthur, TX United States	X	

CITY SECRETARY'S OFFICE
RECEIVED
MAR 14 2017
CITY OF GALVESTON

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

RYAN PRICE
Notary Public, State of Texas
Comm. Expires 12-11-2019
Notary ID 130466663

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joe Wilson, this the 2nd day of March, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Ryan Price	Controller

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-173778

Date Filed:
03/02/2017

Date Acknowledged:
03/15/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Arceneaux Wilson & Cole LLC
Port Arthur, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-043
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cole, Keestan	Port Arthur, TX United States	X	
Wilson, Joe	Port Arthur, TX United States	X	
Arceneaux, Ronald	Port Arthur, TX United States	X	

CITY SECRETARY'S OFFICE
RECEIVED
MAR 15 2017
CITY OF GALVESTON

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

31st July 20203

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

From: Daniel Christodoss, Ph.D., P.E., City Engineer

RE: Consider for approval of the attached design amendment from T. Baker Smith (TBS), to design the 14th Street Drainage Improvement Project – DR-4332-024 reducing the original contract amount of $2,272,861 by -$35,850 for an amended reduced design fee of $2,237,010. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The 14th Street and vicinity drainage areas upstream of the Galveston Bay (Ship Channel to Seawall Blvd.), have had historical drainage problems.

B. These drainage problems were identified in previous drainage studies (2003 Master Drainage Study by Dannenbaum, and the 2007 LAN Drainage Report).

C. The Dannenbaum and LAN studies identified temporary ponding in specific areas due to the lack of adequate storm sewer conveyance capacity to capture and convey rainstorm flooding, which was further impacted by tidal backflow from Galveston Bay.

D. In addition to lack of capacity, the systems are old and structurally unsound. Some of these systems include clay pipes.

E. With today's technology, storm sewer systems are typically not constructed with vitrified clay pipe. Storm sewer systems are typically constructed with reinforced concrete drainage pipes sized adequately for the design rainfall frequency.

F. Considering the age, lack of capacity, and tidal impacts, both the LAN and Dannenbaum studies recommended drainage improvements along 14th Street and the vicinity based on a 2-year storm evaluation.

G. Galveston has experienced intense storms and associated flooding that far exceed the 2-year storm intensity portrayed in the historical LAN and Dannenbaum studies, prior to, during, and after Harvey.

H. To address the flooding after Harvey, the City upgraded the Drainage Code from the 2 year storm frequency and intensity to a minimum 25 year storm design requirement. Other administrative enhancements such as Storm Water Pollution Prevention Plans and Procedures were implemented to improve the City's rating.

I. FEMA recognized that the voluntary actions undertaken by the City of Galveston exceeded the minimum standards of the NFIP and met the criteria for an upgrade from Class 7 to Class 6 Community Rating (CRS).

J. The Class 6 ranking recognized Galveston's community outreach and high regulatory standards, including proactive requirements for new construction, and FEMA also commended the City's oversight in ensuring compliance with the latest FEMA regulations.

K. Galveston is now targeting a higher Class 5 CRS ranking by 2021 by pursuing grant applications to install pump stations and storm pipes so both high tidal backflow and rainstorm flooding impacts can be addressed.

L. As a result of Hurricane Harvey, the State of Texas requested proposals for participation in the 404 Hazard Mitigation Grant Program (HMGP).

M. Under HMGP, the City submitted 7 Notices of Intent to the Texas Division on Emergency Management (TDEM) for the downtown drainage projects that included a system of 7 pump stations and associated drainage infrastructure.

N. The 7 pump stations and drainage infrastructure (projects) extended from 13th Street to 34th Street and from Seawall Blvd., to the Ship Channel.

O. The City was advised by TDEM that the 7 projects initially appeared to be eligible projects and the City was requested to submit formal applications to TDEM for each of the individual projects for future funding consideration.

P. The City submitted formal grant applications for each of the 7 projects in 2018.

Q. The grant applications included an engineer's cost estimate based on preliminary Hydraulics and Hydrology (H&H) modeling, and conceptual pump station and storm sewer infrastructure design performed in-house by City Staff.

R. Subsequent to the submittal of grant applications to TDEM, the City was informed that 1 of the 7 grant applications (the 14th Street pump station and associated infrastructure) was forwarded to FEMA for further evaluation.

S. To plan for potential award of the HMGP Grant, the City advertised an RFQ 19-01 on May 6th, 2019 for the 14th Street Pump Station Design and Engineering.

T. Proposals were received from the following firms on June 5th, 2019:

   i. T. Baker Smith
   ii. Freese and Nichols
   iii. AECOM
   iv. EJES
   v. Ardurra
   vi. Atkins
   vii. Kimley Horn
   viii. HR Green

U. During the initial evaluation by the committee, which included scoring and ranking, the following firms were shortlisted and recommended for subsequent presentations:
   i. T. Baker Smith
   ii. Atkins
   iii. Kimley Horn
   iv. HR Green

V. After the first series of presentations, requests for information (RFIs), and review of supplemental material, the following firms were shortlisted for the final focused presentation:
   i. T. Baker Smith
   ii. HR Green

W. Subsequent to the final focused presentation, TBS was found to be the most qualified respondent for the project.

X. The extension of the 14th Street Drainage system north and south of Broadway, in conjunction with the proposed storm water pump station, is critical to addressing flooding from rainstorms and high tides.

Y. The 14th Street Drainage System includes interconnects to storm sewers on adjacent streets, along with the replacement of bridge blocks, and an upgrade of the inlets and storm sewer pipes.

Z. Storm sewer crossings of old ductile iron pipe water lines and old clay sanitary sewer lines also need to be rehabilitated at the same time.

AA. Due to the amount of utility work that is performed, the roads will need to be re-paved.

BB. Bioswales with landscaping and Paver drains are also expected to be the green low impact development (LID) technologies expected to be utilized in this project to minimize the storm water runoff conveyed to the pump station.

CC. The City Council awarded the design of the 14th Street Drainage Improvement Project – DR-4332-024 to T. Baker Smith (TBS) in October 2019.

DD. A proposal for engineering design services for the 14th Street Drainage Improvement Project – DR-4332-024 was requested from TBS.

EE. TBS provided a proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed $2,272,861.

FF. City Council approved the proposal and awarded the contract to on November 14th, 2019.

II. <u>Current Situation</u>

A. TBS has completed the 30% gravity improvements and the pump station conceptual design for the project and City design comments are currently being incorporated.

B. City has authorized TBS to initiate the Subsurface Utility Engineering (SUE) Quality Level A and B surveys to determine the potential utility conflicts through remote and intrusive physical subsurface investigations.

C. The final 30% gravity improvements design and the initial 30% pump station design will be submitted to the City by TBS on September 2nd, 2020 after the Level A and B SUEs are performed.

D. After reevaluating the original design fee based on the data acquired during the 30% design process, TBS has proposed a reduction in fee by -$35,850.

III. Impact or ramifications:

If not approved:

1. City will be unable to achieve the savings of $35,850 on this project.

IV. Alternatives in order of priority

A. Approve the amended proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed $2,272,861 to TBS.

B. Do not approve the request and risk loss of HMGP funding, future potential widespread flooding due to high tide and rain storms, and development of sinkhole(s) in the 14th Street and vicinity, due to collapse of aged storm sewer, water and sanitary sewer systems.

V. Recommendation

Approve the proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed $2,237,010.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, Ph.D., P.E. City Engineer
Funding Sources:	D1901 Pilot Storm Water Pump Station 25% General Obligation Bond ($532,365.25), 75% FEMA reimbursement ($1,704,645.75), 100% advanced from General Obligation Bonds pending actual reimbursement from FEMA
Cost:	$2,237,010

Savings $35,850

Respectfully Submitted,

Daniel Christodoss, Ph.D., P.E.
City Engineer

This is **EXHIBIT K**, consisting of 24 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/19/19.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. __1___

The Effective Date of this Amendment is: _7/15/2020__.

Background Data

Effective Date of Owner-Engineer Agreement: 11/19/19

Owner: City of Galveston

Engineer: T. Baker Smith, LLC

Project: 14th Street Drainage Improvement Project DR-4332-024

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

_X__ Additional Services to be performed by Engineer

_X__ Modifications to services of Engineer

_X__ Modifications of payment to Engineer

Description of Modifications:

Please see the attached Amendment No. 1 – Scope of Services and associated figures for a description of the modifications.

Agreement Summary:

Original agreement amount:	$__2,272,860___
Net change for prior amendments:	$__N/A_____
This amendment amount:	$__(35,870)____
Adjusted Agreement amount:	$__2,237,010___

Change in time for services (days or date, as applicable): _N/A__

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:		ENGINEER:	
		T. Baker Smith, LLC	
By:		By:	
Print name:		Print name:	Kevin P. Rizzo, P.E., PMP
Title:		Title:	Discipline Leader - Engineering
Date Signed:		Date Signed:	07/31/2020

ATTEST:

APPROVED AS TO FORM

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

THE STATE OF LOUISIANA §
§
TERREBONNE COUNTY /PARISH §

On this day, BEFORE ME, the undersigned, personally appeared Kevin P. Rizzo **of T. Baker Smith, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of July, 2020.

Lorre B. Autin
Notary Public
ID No. 157071
State of Louisiana
My Commission is for Life

Lorre B. Autin
ID No. 157071
Notary Public in and for
The State of LOUISIANA
My Commission is for Life.

14th Street Drainage Improvement Project, DR-4332-024 – Amendment No. 1 Scope of Services

Amendment No. 1

This Amendment No. 1 proposes to modify the scope of services for Phase 1 as described below. Phase 1 was split into Phase 1A and Phase 1B. The purpose of Phase 1A was to establish a baseline benefit cost ratio for the project. The scope of Phase 1B is to complete the detailed design. It was determined during Phase 1A that certain tasks were more suited for Phase 1B after the design had progressed. Additionally, it was requested by the City that gravity drainage improvements along 16th Street be incorporated into the project.

2) Surveying and Mapping
   b. Topographic Surveying
      ii. Additional Topographic Drawing Preparation
         2. Prepare additional detailed topographic drawings for the laterals as shown on the revised Figure 2. During Phase 1A it was determined that the lateral connections to the 14th and 16th Street drainage systems would not be determined until Phase 1B. The design team proposes to move this scope in Phase 1B once all the streets for the lateral connections has been finalized.
   c. Subsurface Utility Investigation
      iii. SUE Quality Level B, Designating and Marking – The SUE Level B work will be expanded to include the laterals as discussed in the section 2.b.ii.2. These areas are highlighted in the revised Figure 3. SUE Quality Level B methodology will follow requirements set forth in original scope of work.
      iv. SUE Quality Level A, Test Holes – The original scope provided for up to 38 test holes for utilities over 4" in diameter (designated in the Quality Level B survey) that cross the proposed gravity system improvements and at the pump station location, with the exception of gravity sanitary sewer lines where inverts at adjacent manholes will be used to determine depths. Based on the preliminary design and utility information collected during Phase 1A the design team is proposed a total of 18 test holes at locations shown in the attached exhibit. Procedure and data collection requirements will be as set forth in the original scope.

J. Dudley Anderson, City of Galveston, Project Manager has requested T. Baker SMith, LLC on July 7, 2020, to proceed with this item.

   d. Bathymetric Survey
      i. During Phase 1A the Port of Galveston was able to provide a recent bathymetric survey performed for the existing slip. The decision was made between the design team and the City to defer this scope of work item as it was also noted that the slip would likely be surveyed again by the Port during the course of Phase 1B. The proposed scope of work is moved to Phase 1B, if needed.
   e. Magnetometer Survey
      ii. This work was to be performed concurrently with the bathymetric survey and will also be moved to Phase 1B, if needed.

3) Utility Coordination and Conflict Resolution
   b. Coordination with Utility Owners
      i. Coordination with utility owners will progress through Phase 1B.

4) Geotechnical Investigation
   a. Field Exploration
      i. Soil Borings and Pavement Cores
         3. Soil borings SB-2 and SB-3 were originally proposed to be in the slip based on the original location of the pump station and the potential improvements proposed within the slip. The design team also received geotechnical data from the Port of Galveston at this location, therefore the decision was made to remove SB-2 and SB-3 from the scope of work.
   b. Laboratory Testing
      i. Soil laboratory testing
         3. Borings SB-2 and SB-3 were removed from the scope of work as discussed in section 4.a.i.3.
   c. Analysis
      iii. Preliminary Design Information for Proposed Pump Station
         2. Borings SB-2 and SB-3 were removed from the scope of work as discussed in section 4.a.i.3.

5) Regulatory Compliance, Permitting, and Stakeholder Coordination
   a. Environmental Assessment
      i. EA will be revised to include the additional areas included in the 16th Street gravity drainage improvements scope, between Seawall Blvd and Ave K and then from 16th Street to 15th Street on Ave K.
   b. Phase 1 Environmental Site Assessment
      i. The Phase 1 ESA will be modified in included the areas impacted by the 16th Street improvements.
   c. U.S. Army Corps of Engineers Permit (USACE)
      i. Scope of work was move to Phase 1B.
   d. TCEQ
      i. The SWPPP and NOI will be prepared during Phase 1B.
   e. TxDOT
      i. Ongoing coordination will progress through Phase 1B.
   f. Port of Galveston
      i. Ongoing coordination will progress through Phase 1B.
   g. Additional Stakeholder Coordination
      i. Ongoing coordination will progress through Phase 1B.

7) Benefit Cost Ratio Optimization
   d. The results of the initial benefit cost analysis indicated that the initial scope developed sufficiently demonstrated that the project will be cost effective and that upon mutual agreement between the City and TBS, that the time spent analyzing alternatives prior to proceeding with subsequent design as proposed in the original scope was no longer necessary. The remaining scope was removed from the project.

Phase B

9) Regulatory Compliance, Permitting, and Stakeholder Coordination
   b. Phase II Environmental Site Assessment
      i. Based on the preliminary design and the results of the Phase I ESA, a Phase II ESA will not be required. The only area that was triggering the Phase II ESA was the stockpiled material located on Pier 14 on the Port of Galveston, which will no longer be impacted by the project. This item has been removed from the scope of work.

11) Basic Design Services
   a. 14th Gravity Drainage Improvements
      Added to the scope of work will be the design of the improvements along 16th Street project. This scope shall include updating and modifying the existing plans and incorporating them into the 14th Street project. The topographic survey data and geotechnical information collected as a part of the 16th Street project will be reviewed as part of incorporating the information into the 14th Street project. Data was collected under another contract and is being used by the design team on this project. Waivers for allowing the use of the data are included as attachments to this amendment.

Attachments

Phase 1A Revised Budget Summary

Phase 1B Revised Budget Summary

Revised Figure 2 – Approximate Limits of Surveying Scope

Revised Figure 3 – Utility Investigation

Waiver for 16th Street Surveying Data

Waiver for 16th Street Geotechnical Data

Schedule for completion of Phase 1B services

Proposed SUE Level A Test Hole Locations Exhibit

Project: 14th Street Drainage Improvement Project - DR-4332-0024
Client: City of Galveston
Description: Phase IA Budget Summary
Date: 7/15/2020

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Phase A - Final Summary

Scope Item	Description	Original Contract Amount	Phase 1A Final Amount	Difference	Remaining or Additional Amount Included for Phase 1B
1.	**Project Management**	$57,250	$57,250	$0	$0
1.a.	Meetings and Coordination	$52,750	$52,750	$0	$0
1.b.	Scheduling and Reporting	$4,500	$4,500	$0	$0
2.	**Surveying and Mapping**	$360,650	$225,950	($134,700)	$125,200
2.a.	ROW Mapping	$19,800	$19,800	$0	$0
2.b.i.	Topographic Surveying (LiDAR data collection 18th to 6th, FFE extraction for 14th to 18th and detailed topo drawing prep along 15th Street from Slip to Ave K ½)	$90,200	$90,200	$0	$0
2.b.ii.	Topographic Surveying (additional data collection and drawing prep for 15th Street from Ave K ½ to Ave O, and Ave M ½, Ave K, and Sealy, and Strand between 14th and 18th)	$19,800	$0	($19,800)	$19,800
2.c.ii.	Subsurface Utility Investigation - Level D	$14,800	$14,800	$0	$0
2.c.iii.	Subsurface Utility Investigation - Level C (15th Street from Slip to Ursuline St.)	$18,150	$18,150	$0	$0
2.c.iv.	Subsurface Utility Investigation - Level B (15th Street from Slip to Ursuline St.)	$83,000	$83,000	$0	$34,500
2.c.v.	Subsurface Utility Investigation - Level A (up to 38 test holes)*	$95,000	$0	($95,000)	$51,000
2.c.v.3	Subsurface Utility Investigation -Temporary Traffic Control (6 days at $1850/day)	$11,100	$0	($11,100)	$11,100
2.d. & 2.e.	Bathymetric Survey and Magnetometer Survey	$8,800	$0	($8,800)	$8,800
3.	**Utility Coordination and Conflict Resolution**	$34,650	$30,195	($4,455)	$4,455
3.a.	Utility Disposition Table	$4,950	$4,950	$0	$0
3.b.	Coordination with Utility Owners	$29,700	$25,245	($4,455)	$4,455
4.	**Geotechnical Investigation**	$102,135	$81,785	($20,350)	$0
4.a.i.1.	Field Investigation (B-1 - B-3 and PC-1 - PC-3)	$7,920	$7,920	$0	$0
4.a.i.2.	Field Investigation (SB-1 & shallow samples)	$24,750	$24,750	$0	$0
4.a.i.3.	Field Investigation (SB-2 & SB-3)	$8,800	$0	($8,800)	$0
4.a.ii.	Field Investigation (Standpipe and Piezometer)	$5,500	$5,500	$0	$0
4.b.i.1.	Laboratory Testing (B-1 - B-3 and PC-1 - PC-3)	$2,750	$2,750	$0	$0
4.b.i.2.	Laboratory Testing (SB-1 & shallow samples)	$3,300	$3,300	$0	$0
4.b.i.3.	Laboratory Testing (SB-2 & SB-3)	$2,750	$0	($2,750)	$0
4.c.ii	Analysis (B-1 - B-3 and PC-1 - PC-3)	$9,515	$9,515	$0	$0
4.c.iii.1.	Analysis (SB-1 & shallow samples)	$28,050	$28,050	$0	$0
4.c.iii.2.	Analysis (SB-2 & SB-3)	$8,800	$0	($8,800)	$0
5.	**Regulatory Compliance, Permitting, and Stakeholder Coordination**	$108,200	$69,660	($38,540)	$38,540
5.a.	5a. Environmental Assessment	$58,500	$52,650	($5,850)	$5,850
5.b.	5b. Phase I ESA	$7,500	$7,500	$0	$0
5.c.	5c. USACE Permit	$7,500	$0	($7,500)	$7,500
5.d.	5d. TCEQ	$4,000	$0	($4,000)	$4,000
5.e.	5e. TGLO	$3,500	$0	($3,500)	$3,500
5.f.	5f. TxDOT	$10,450	$3,135	($7,315)	$7,315
5.g.	5g. Port of Galveston	$8,500	$6,375	($2,125)	$2,125
5.h.	5h. Additional Stakeholders (Galveston Park Board, Galveston County, UTMB, THC)	$8,250	$0	($8,250)	$8,250
6.	**H&H Study**	$251,859	$251,859	$0	$0
7.	**Basic Design Services - Phase A**	$230,868	$216,468	($14,400)	$0
7.a.	Design Criteria Development	$13,500	$13,500	$0	$0
7.b.	30% Design - Gravity System Improvements	$90,768	$90,768	$0	$0
7.c.	Pump Station Conceptual Design				
7.c.i.1.	- Civil	$14,000	$14,000	$0	$0
7.c.i.2.	- Structural	$35,000	$35,000	$0	$0
7.c.i.3.	- Mechanical/Electrical/Plumbing and Instrumentation	$40,700	$40,700	$0	$0
7.c.i.4.	- Architectural	$20,900	$20,900	$0	$0
7.d.	Benefit Cost Ratio Optimization	$16,000	$1,600	($14,400)	$0
	Phase A - Subtotal	$1,145,612	$933,167	($212,445)	$168,195
		Original Contract Amount	Phase 1A Final Amount	Difference	Remaining or Additional Amount Included for Phase 1B

Project: 14th Street Drainage Improvement Project - DR-4332-0024
Client: City of Galveston
Description: Phase IB Budget Summary
Date: 7/15/2020

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Phase B

Scope Item	Description	Original Phase B Amount	Revised Phase B Amount	Difference
	Additional Scope from Phase 1A	**$0**	**$173,095**	**$173,095**
2.b.ii	Topographic Surveying (additional data collection and drawing prep for 15th Street from Ave K through Ave L; Ave K, Sealy, Market and Strand east of 14th through west of 16th; and Winnie from east of 14th to 15th)	$0	$19,800	$19,800
2.c.iv.	Subsurface Utility Investigation - Level B (Laterals as shown on Figure 3)	$0	$34,500	$34,500
2.c.v.	Subsurface Utility Investigation - Level A (up to 38 test holes)*	$0	$51,000	$51,000
2.c.v.3	Subsurface Utility Investigation -Temporary Traffic Control (6 days at $1850/day)	$0	$11,100	$11,100
2.d. & 2.e.	Bathymetric Survey and Magnetometer Survey	$0	$8,800	$8,800
3.b.	Coordination with Utility Owners	$0	$4,455	$4,455
5.a.	Environmental Assessment	$0	$7,850	$7,850
5.b.	Phase I ESA	$0	$2,900	$2,900
5.c.	USACE Permit	$0	$7,500	$7,500
5.d.	TCEQ	$0	$4,000	$4,000
5.e.	TGLO	$0	$3,500	$3,500
5.f.	TxDOT	$0	$7,315	$7,315
5.g.	5g. Port of Galveston	$0	$2,125	$2,125
5.h.	5h. Additional Stakeholders (Galveston Park Board, Galveston County, UTMB, THC)	$0	$8,250	$8,250
8.	**Project Management**	**$73,607**	**$73,607**	**$0**
8.a.	Meetings and Coordination	$67,821	$67,821	$0
8.b.	Scheduling and Reporting	$5,786	$5,786	$0
9.	**Regulatory Compliance, Permitting, and Stakeholder Coordination**	**$24,500**	**$12,000**	**($12,500)**
9.a.	Additional Agency and Stakeholder Coordination	$12,000	$12,000	$0
9.b.	Phase II ESA (assumes sampling at 2 sites)	$12,500	$0	($12,500)
10.	**Geotechnical Analysis**	**$16,500**	**$16,500**	**$0**
10.a.	Final Design for Proposed Pump Station	$16,500	$16,500	$0
	Basic Design Services - Phase B			
11.b. (30)	**30% Design - Pump Station Improvements**	**$163,000**	**$163,000**	**$0**
11.b.ii.1 (30)	- CFD Modeling of Intake and sedimenation tank	$71,500	$71,500	$0
11.b.ii.2 (30)	- Civil	$14,000	$14,000	$0
11.b.ii.3 (30)	- Structural	$50,000	$50,000	$0
11.b.ii.4-7 (30)	- Mechanical/Electrical/Plumbing and Instrumentation	$20,350	$20,350	$0
11.b.ii.8 (30)	- Architectural	$7,150	$7,150	$0
11.a. (60)	**60% Design - Gravity System Improvements**	**$90,768**	**$106,768**	**$16,000**
11.b. (60)	**60% Design - Pump Station Improvements**	**$281,051**	**$281,051**	**$0**
11.b.ii.1 (60)	- CFD Modeling of Intake and sedimenation tank	$16,500	$16,500	$0
11.b.ii.2 (60)	- Civil	$28,000	$28,000	$0
11.b.ii.3 (60)	- Structural	$150,000	$150,000	$0
11.b.ii.4-7 (60)	- Mechanical/Electrical/Plumbing and Instrumentation	$61,050	$61,050	$0
11.b.ii.8 (60)	- Architectural	$25,501	$25,501	$0
11.a. (95)	**95% Design - Gravity System Improvements**	**$105,896**	**$105,896**	**$0**
11.b. (95)	**95% Design - Pump Station Improvements**	**$312,450**	**$312,450**	**$0**
11.b.ii.1 (95)	- CFD Modeling of Intake and sedimenation tank	$5,500	$5,500	$0
11.b.ii.2 (95)	- Civil	$28,000	$28,000	$0
11.b.ii.3 (95)	- Structural	$175,000	$175,000	$0
11.b.ii.4-7 (95)	- Mechanical/Electrical/Plumbing and Instrumentation	$71,225	$71,225	$0
11.b.ii.8 (95)	- Architectural	$32,725	$32,725	$0
11.a. (100)	**100% Design - Gravity System Improvements**	**$15,127**	**$15,127**	**$0**
11.b. (100)	**100% Design - Pump Station Improvements**	**$44,350**	**$44,350**	**$0**
11.b.ii.2 (100)	- Civil	$4,500	$4,500	$0
11.b.ii.3 (100)	- Structural	$25,000	$25,000	$0
11.b.ii.4-7 (100)	- Mechanical/Electrical/Plumbing and Instrumentation	$10,175	$10,175	$0
11.b.ii.8 (100)	- Architectural	$4,675	$4,675	$0
	Phase B - Subtotal	**$1,127,249**	**$1,303,844**	**$176,595**

	Original	Revised	Difference
Phase A - Subtotal	$1,145,612	$933,167	($212,445)
Phase B - Subtotal	$1,127,249	$1,303,844	$176,595
Phase I Total (Phase A + B)	**$2,272,860**	**$2,237,010**	**($35,850)**

*Note: Based on the number of Level A test holes recommended (18) the contract amound was reduced by $44,000 (20 test holes at $2,200 per test hole).

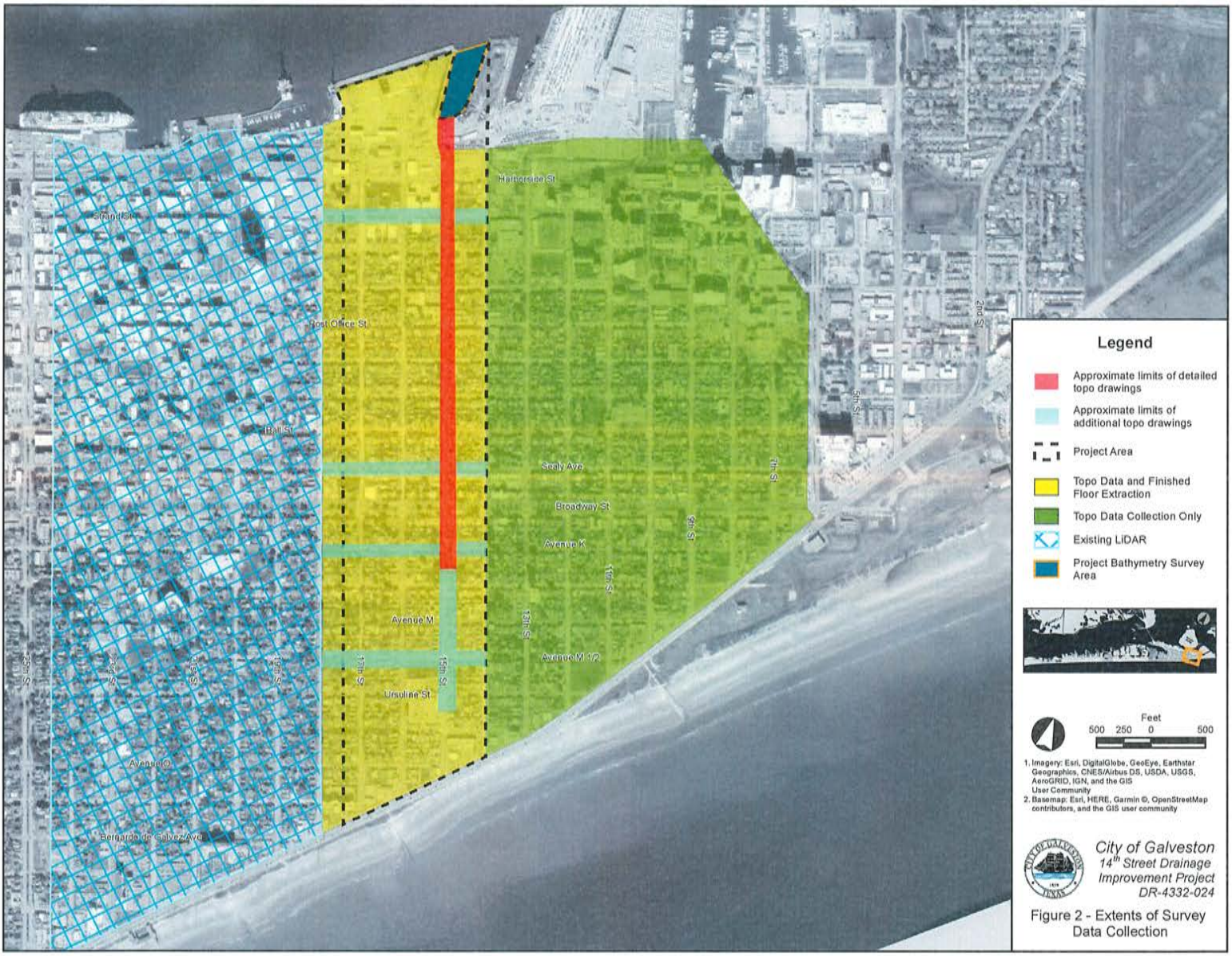

Legend
Approximate limits of detailed topo drawings
Approximate limits of additional topo drawings
Project Area
Topo Data and Finished Floor Extraction
Topo Data Collection Only
Existing LiDAR
Project Bathymetry Survey Area
Feet
500 250 0 500
1. Imagery: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
2. Basemap: Esri, HERE, Garmin ©, OpenStreetMap contributors, and the GIS user community
City of Galveston
14th Street Drainage Improvement Project
DR-4332-024
Figure 2 - Extents of Survey Data Collection
Marmorado St
Post Office St
Hall St
Seawall Blvd
Seely Ave
Broadway St
Avenue K
Avenue M
Avenue M 1/2
Ursuline St
Avenue O
Bernardo de Galvez Ave
2nd St
5th St
9th St
11th St
13th St
15th St
17th St
19th St
21st St
23rd St
25th St

Figure 3 - Utility Survey

AMENDMENT AND CONSENT AGREEMENT

This Amendment and Consent Agreement is made effective the _____ day of July, 2020 ("Amendment") by and between the City of Galveston ("City"), Zarinkelk Engineering Services, Inc. ("Consultant"), Weisser Engineering Co. ("Subconsultant"), and T. Baker Smith, LLC ("Prime Consultant").

WHEREAS, Subconsultant has provided surveying services for Survey Control 16th Street, Right-of-Way Map 16th Street Baseline, and location/topographic data deliverables dated December 5, 2019 (all such work, data, and resulting deliverables are collectively referred to as "Survey Data") as a Subconsultant of the Consultant under a contract among the City and Consultant entitled 16th Street Improvements, from Broadway to Seawall Boulevard, under P.O. No. P1900778 with notice to proceed dated January 30, 2019;

WHEREAS, the City has requested that Prime Consultant utilize the Survey Data for purposes of Prime Consultant's professional design services for the City project entitled 14th Street Drainage Improvement Project DR-4332-024 under P.O. No. P2007811 with notice to proceed dated November 20, 2019 ("City Design Contract"), and Prime Consultant agrees to so utilize said Survey Data conditioned on the terms hereof; and

WHEREAS, the City and Prime Consultant agree to amend the City Design Contract and the Consultant and Subconsultant consents to same on the following terms.

Notwithstanding any other provision contained in the City Design Contract, the City acknowledges and agrees that (i) Prime Consultant may rely upon and utilize the Survey Data for purposes of Prime Consultant's professional design services for the City under the City Design Contract, (ii) Prime Consultant is not responsible or liable for, and Prime Consultant makes no warranties whatsoever, as respects the Survey Data, whether as respects its accuracy, quality, comprehensiveness, or otherwise, (iii) the City will rely solely upon the warranties granted by the Subconsultant to the Consultant and the City as respects the Survey Data, and (iv) the City waives and releases all claims against Prime Consultant which may arise out of the Survey Data, Prime Consultant's reliance on same, and any damages resulting therefrom.

The Subconsultant intervenes and consents to this Amendment, and expressly acknowledges its warranties and obligations to both the City and Consultant, as well as to Prime Consultant as a third-party beneficiary of the City, as respects the Survey Data being utilized for the City Design Contract.

This Amendment shall be governed by and construed in accordance with the laws of the State of Texas and may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Amendment. Signatures delivered by facsimile shall be deemed effective for all purposes. By signing below, the parties have executed this Amendment effective the date above written.

City of Galveston (City)

_____
By: _____
Its: _____
Date: _____

Zarinkelk Engineering Services, Inc. (Consultant)

_____
By: _____
Its: _____
Date: _____

Weisser Engineering Co. (Subconsultant)

_____
By: _____
Its: _____
Date: _____

T. Baker Smith, LLC (Prime Consultant)

_____
By: _____
Its: _____
Date: _____

AMENDMENT AND CONSENT AGREEMENT

This Amendment and Consent Agreement is made effective the _____ day of July, 2020 ("Amendment") by and between the City of Galveston ("City"), Zarinkelk Engineering Services, Inc. ("Consultant"), Geotech Engineering & Testing ("Subconsultant"), and T. Baker Smith, LLC ("Prime Consultant").

WHEREAS, Subconsultant has provided data collection services and a study of subsurface conditions for the 16th Street Pavement Improvement between Broadway Avenue and Seawall Boulevard, City of Galveston, Texas, Project No. 19-145E (all such work, data, and resulting reports and deliverables are collectively referred to as "Geotechnical Data") as a Subconsultant of the Consultant under a contract among the City and Consultant entitled 16th Street Improvements, from Broadway to Seawall Boulevard, under P.O. No. P1900778 with notice to proceed dated January 30, 2019;

WHEREAS, the City has requested that Prime Consultant utilize the Geotechnical Data for purposes of Prime Consultant's professional design services for the City project entitled 14th Street Drainage Improvement Project DR-4332-024 under P.O. No. P2007811 with notice to proceed dated November 20, 2019 ("City Design Contract"), and Prime Consultant agrees to so utilize said Geotechnical Data conditioned on the terms hereof; and

WHEREAS, the City and Prime Consultant agree to amend the City Design Contract and the Consultant and Subconsultant consents to same on the following terms.

Notwithstanding any other provision contained in the City Design Contract, the City acknowledges and agrees that (i) Prime Consultant may rely upon and utilize the Geotechnical Data for purposes of Prime Consultant's professional design services for the City under the City Design Contract, (ii) Prime Consultant is not responsible or liable for, and Prime Consultant makes no warranties whatsoever, as respects the Geotechnical Data, whether as respects its accuracy, quality, comprehensiveness, or otherwise, (iii) the City will rely solely upon the warranties granted by the Subconsultant to the Consultant and the City as respects the Geotechnical Data, and (iv) the City waives and releases all claims against Prime Consultant which may arise out of the Geotechnical Data, Prime Consultant's reliance on same, and any damages resulting therefrom.

The Subconsultant intervenes and consents to this Amendment, and expressly acknowledges its warranties and obligations to both the City and Consultant, as well as to Prime Consultant as a third-party beneficiary of the City, as respects the Geotechnical Data being utilized for the City Design Contract.

This Amendment shall be governed by and construed in accordance with the laws of the State of Texas and may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Amendment. Signatures delivered by facsimile shall be deemed effective for all purposes. By signing below, the parties have executed this Amendment effective the date above written.

City of Galveston (City)

_____

By: _____

Its: _____

Date: _____

Zarinkelk Engineering Services, Inc. (Consultant)

_____

By: _____

Its: _____

Date: _____

Geotech Engineering & Testing (Subconsultant)

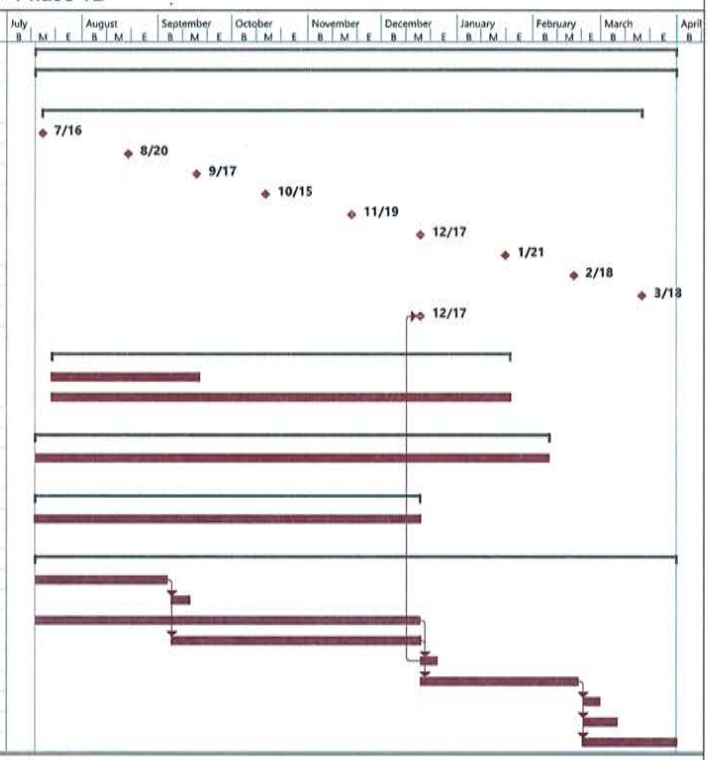
_____
By: _____
Its: _____
Date: _____

T. Baker Smith, LLC (Prime Consultant)

_____
By: _____
Its: _____
Date: _____

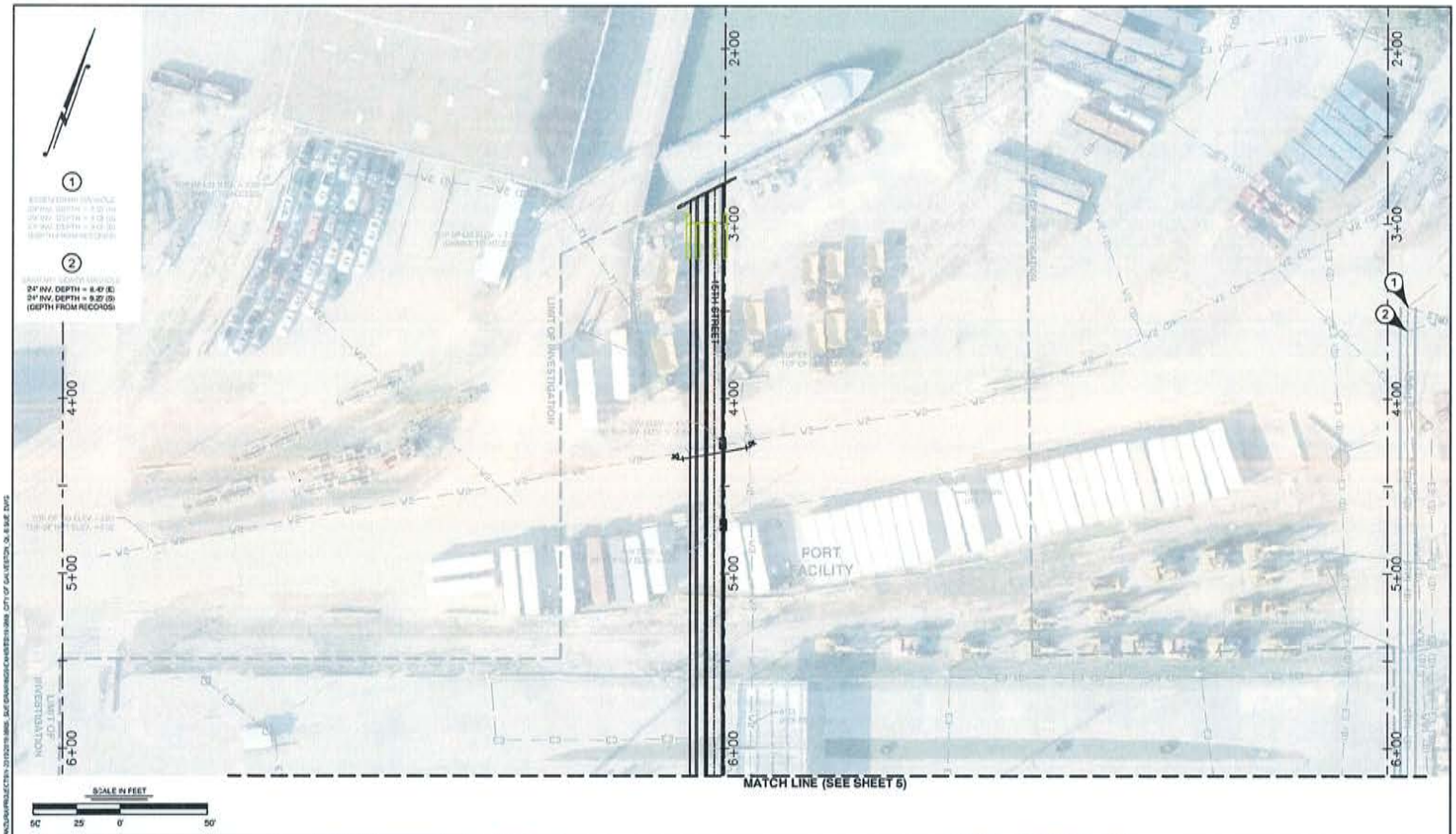
City of Galveston - 14th Street Drainage Improvement Project - DR-4332-024
Design Schedule - Phase 1B

ID	Task Name	Duration	Start	Finish
1	**14th Street Drainage Improvements Project**	**262 days**	**Mon 7/13/20**	**Wed 3/31/21**
2	**Phase 1B**	**262 days**	**Mon 7/13/20**	**Wed 3/31/21**
3				
4	**Project Management**	**245 days**	**Thu 7/16/20**	**Thu 3/18/21**
5	Monthly Design Team Meeting	0 days	Thu 7/16/20	Thu 7/16/20
6	Monthly Design Team Meeting	0 days	Thu 8/20/20	Thu 8/20/20
7	Monthly Design Team Meeting	0 days	Thu 9/17/20	Thu 9/17/20
8	Monthly Design Team Meeting	0 days	Thu 10/15/20	Thu 10/15/20
9	Monthly Design Team Meeting	0 days	Thu 11/19/20	Thu 11/19/20
10	Monthly Design Team Meeting	0 days	Thu 12/17/20	Thu 12/17/20
11	Monthly Design Team Meeting	0 days	Thu 1/21/21	Thu 1/21/21
12	Monthly Design Team Meeting	0 days	Thu 2/18/21	Thu 2/18/21
13	Monthly Design Team Meeting	0 days	Thu 3/18/21	Thu 3/18/21
14	Plan-in-Hand Meeting - 60% Design	0 days	Thu 12/17/20	Thu 12/17/20
15				
16	**Surveying & Mapping**	**187 days**	**Mon 7/20/20**	**Fri 1/22/21**
17	Supplemental Topographic Surveying	60 days	Mon 7/20/20	Thu 9/17/20
18	Subsurface Utility Investigation - Level B & Level A	187 days	Mon 7/20/20	Fri 1/22/21
19				
20	**Regulatory Compliance, Permitting, and Stakeholder Coordination**	**210 days**	**Mon 7/13/20**	**Sun 2/7/21**
21	USACE Permit and other agency approvals and coordination	210 days	Mon 7/13/20	Sun 2/7/21
22				
23	**Geotechnical Analysis**	**157 days**	**Mon 7/13/20**	**Wed 12/16/20**
24	Final Design Analysis for Proposed Pump Station	157 days	Mon 7/13/20	Wed 12/16/20
25				
26	**Basic Design Services**	**262 days**	**Mon 7/13/20**	**Wed 3/31/21**
27	30% Design - Pump Station	54 days	Mon 7/13/20	Fri 9/4/20
28	30% Design - Pump Station - City Review & Comment Period	7 days	Mon 9/7/20	Sun 9/13/20
29	60% Design - Gravity Improvements	157 days	Mon 7/13/20	Wed 12/16/20
30	60% Design - Pump Station	101 days	Mon 9/7/20	Wed 12/16/20
31	60% Design - City Review and Comment Period	7 days	Thu 12/17/20	Wed 12/23/20
32	95% Design - Pump Station and Gravity Improvements	65 days	Thu 12/17/20	Fri 2/19/21
33	95% Design - City Review and Comment Period	7 days	Mon 2/22/21	Sun 2/28/21
34	3rd Party Safe Room Design Review	14 days	Mon 2/22/21	Sun 3/7/21
35	100% Design - Pump Station and Gravity Drainage Improvements	38 days	Mon 2/22/21	Wed 3/31/21



Project: DR-4332-024
Date: Wed 6/24/20

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress



NO.	REV. NO.	REV. DATE	REV. DESCRIPTION	REV. BY

REVISIONS

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW AND PLANNING PURPOSES AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

ENGINEER: [illegible]

TBPE LICENSE No.: [illegible]

TBPLS REGISTRATION No.: [illegible]

DATE: [illegible]

CITY OF GALVESTON TEXAS

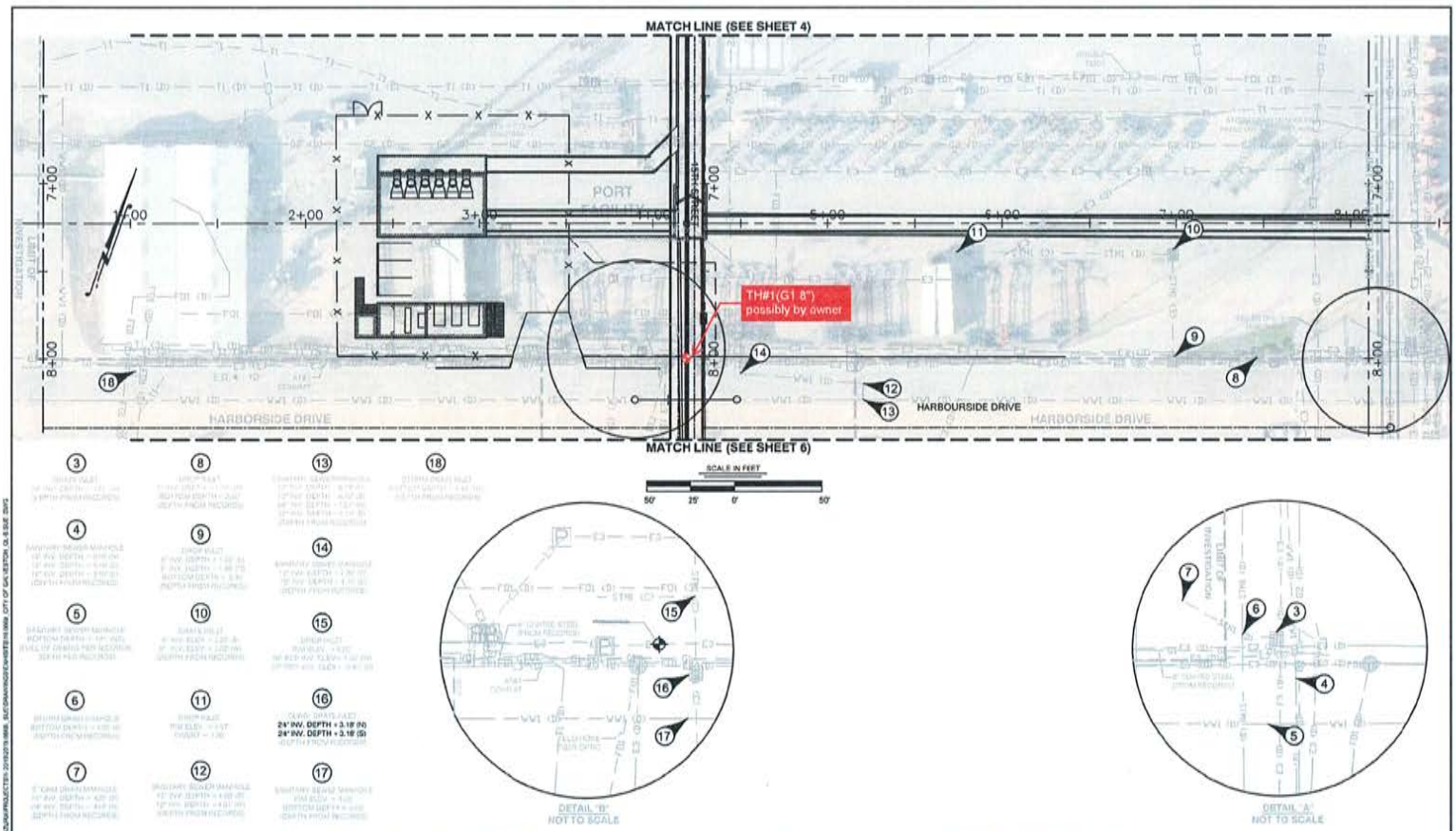
TBS

T. BAKER SMITH
A CENTURY OF SOLUTIONS
10875 Tively Drive, Stafford, TX 77477
(281)240-0113 - tbsinc.com
TX. ENG. # F-8084

DRAWN BY:	CDW	APPROVED BY:	KDO
DATE:	04/20/2020	JOB NO:	2010-0969
DRAWING NAME:	PLAN OF EXISTING UTILITIES		
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL GEO. DATUM: NAD83 | VERT. DATUM: NAVD88 GRID UNITS: US SURVEY FEET			
SHEET NO:	4	OF	13

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-4332-024
CITY OF GALVESTON
GALVESTON, TEXAS



REV. NO.	REV DATE	REV DESCRIPTION	REV BY

REVISIONS

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THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW ONLY AND PLANNING PURPOSES AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

ENGINEER: CHRISTOPHER T. CUBBAGE, P.E., CFM

TBPE LICENSE No: F-4084

SIGNATURE/SEAL No: F-4084

DATE: 04-30-2025

CITY OF GALVESTON TEXAS 1894

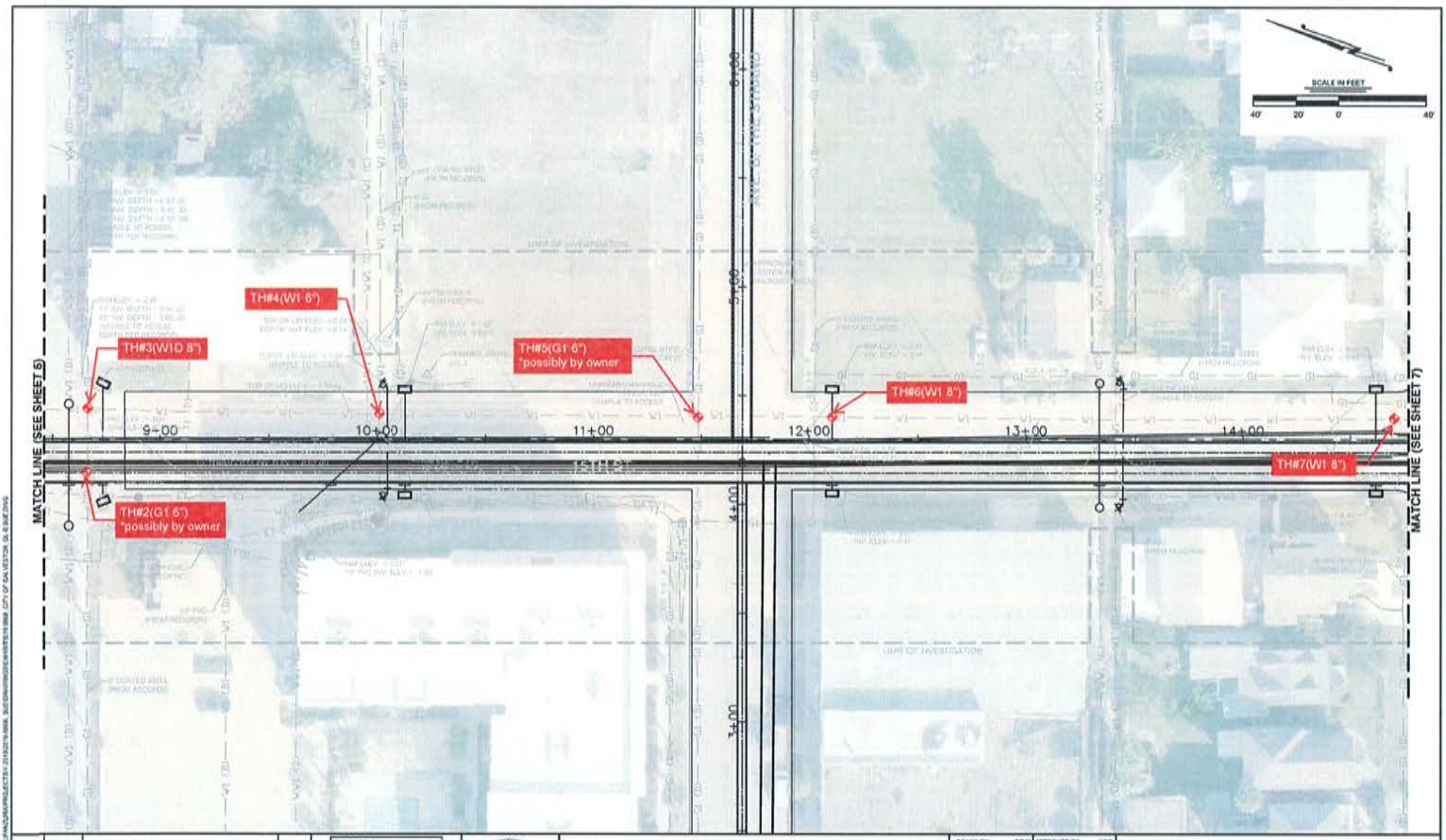
TBS

T. BAKER SMITH
A CENTURY OF SOLUTIONS
12825 Trinity Drive, Stafford, TX 77477
(281)240-6113 - tbaker.com
TX. ENG. # F-4084

DRAWN BY:	CDW	APPROVED BY:	KCO
DATE:	04/30/2025	JOB NO:	2015108B
DRAWING NAME:	PLAN OF EXISTING UTILITIES		
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL GEO. DATUM: NAD83 | VERT DATUM: NAVD88 GRID UNITS: US SURVEY FEET			
SHEET #:	5	OF	13

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-4332-024
CITY OF GALVESTON
GALVESTON, TEXAS



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00	mm/dd/yy		

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THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF OFFICIAL REVIEW AND PLANNING PURPOSES AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
ENGINEER: JOLIONAT T OBALA P.E. (TX)
TBS LICENSE No. 11803
FIRM REGISTRATION No. F-6084
DATE: 06/07/2020

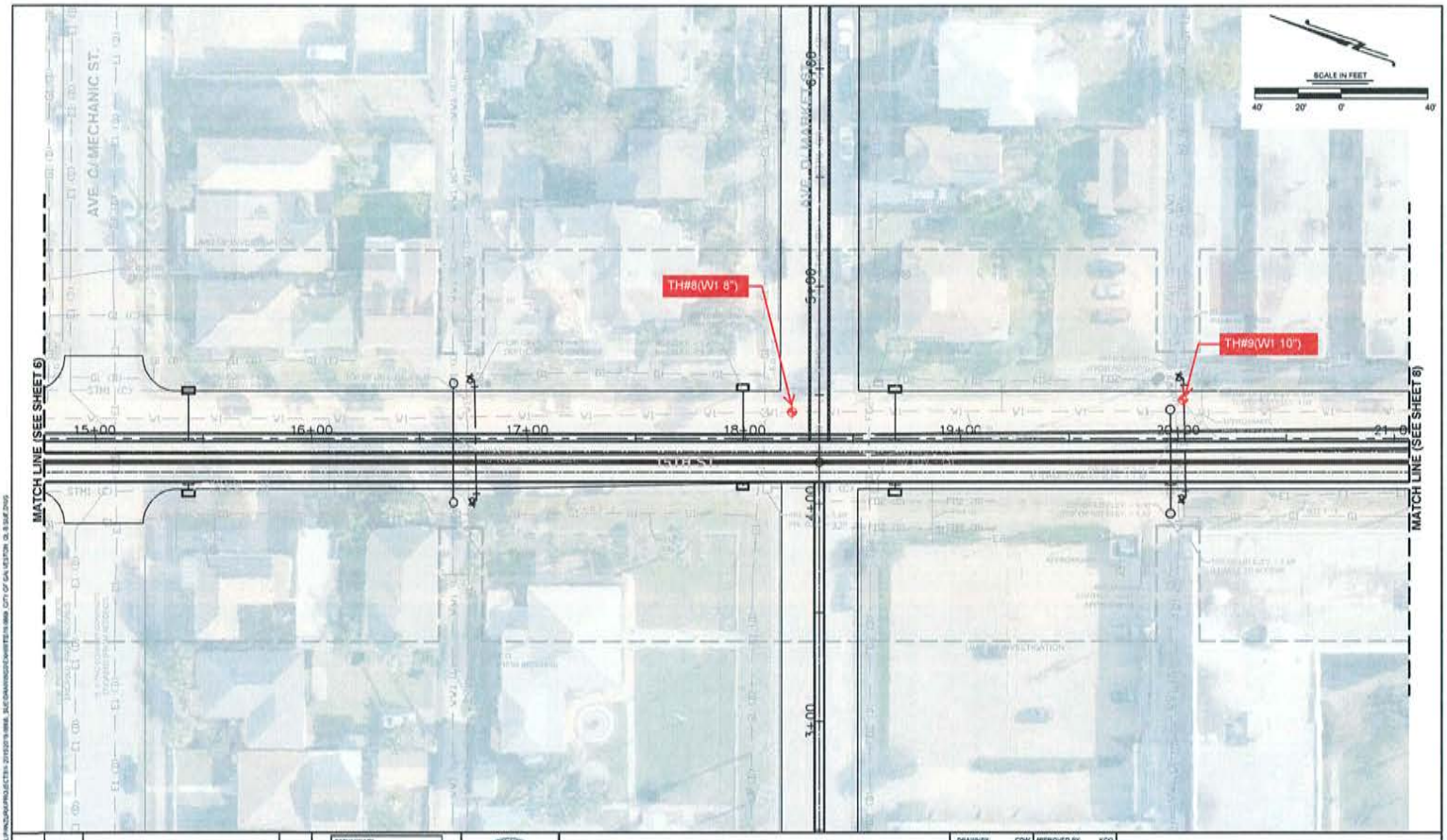
CITY OF GALVESTON TEXAS 1839

TBS
T. BAKER SMITH
A CENTURY OF SOLUTIONS
12020 Trinity Drive, Buffalo, TX 77417
(281)240-0113 - tbsinc.com
TX. ENG. # F-6084

DRAWN BY:	CDW	APPROVED BY:	KCO
DATE:	06/07/2020	JOB NO:	2015-0868
DRAWING NAME: 15 0868. City of Galveston. GL-B SUE			
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL, GEO. DATUM: NAD83 / VERT. DATUM: NAVD88, GRID UNITS: US SURVEY FEET			
SHEET #: 6		OF	13

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-032-024
CITY OF GALVESTON
GALVESTON, TEXAS



REV. NO.	REV. DATE	REV. DESCRIPTION	REV. BY
00	mm/dd/yy		

REASONS

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THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW BIDDING AND PLANNING PURPOSES AND IS NOT APPROVED TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

ENGINEER: [illegible]

TEXAS LICENSE No. [illegible]

FIRM REGISTRATION No. F-6084

DATE: [illegible]

CITY OF GALVESTON 1839 TEXAS

TBS

T. BAKER SMITH

A CENTURY OF SOLUTIONS

12023 Trinity Drive, Stafford, TX 77477

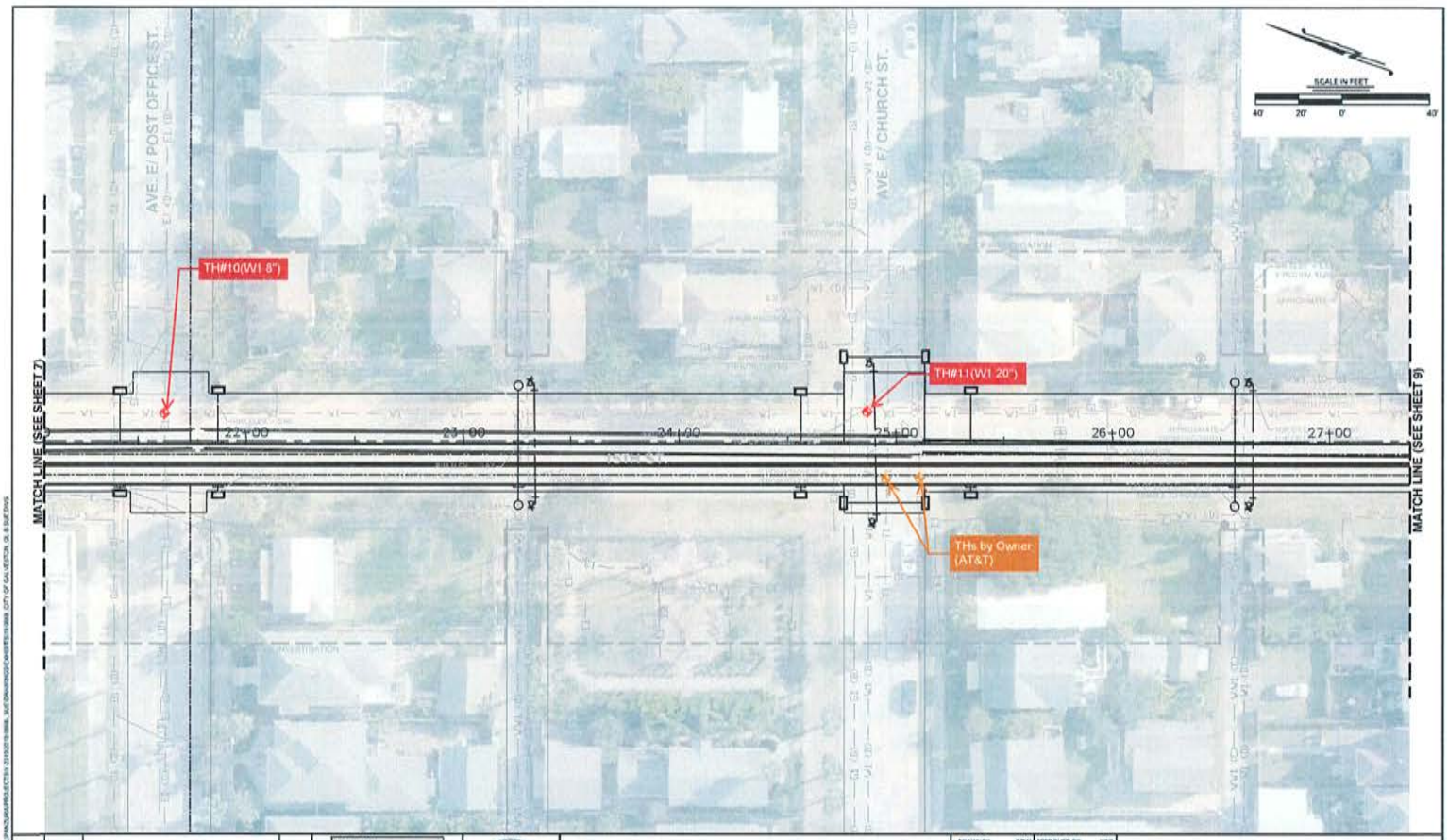
(281)240-0113 - tbsinc.com

TX. ENG. # F-6084

DRAWN BY:	CDW	APPROVED BY:	KCO
DATE:	04/07/2021	JOB NO:	2010-0464
DRAWING NAME: 10.0464. City of Galveston. OL-8 SUE			
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL, GEO. DATUM: NAD83 | VERT. DATUM: NAVD88, GRID UNITS: US SURVEY FEET			
SHEET ID: 7		OF	13

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-4332-024
CITY OF GALVESTON
GALVESTON, TEXAS



REV. NO.	REV. DATE	REV. DESCRIPTION	REV. BY

REVISIONS

PRELIMINARY

THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF REVIEW, BIDDING AND PLANNING PURPOSES AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

OWNER: CITY OF GALVESTON, P.E., CFM

PLANS LICENSE No: 12824

FIRM REGISTRATION No: F-6084

DATE: 04/07/2020

CITY OF GALVESTON TEXAS

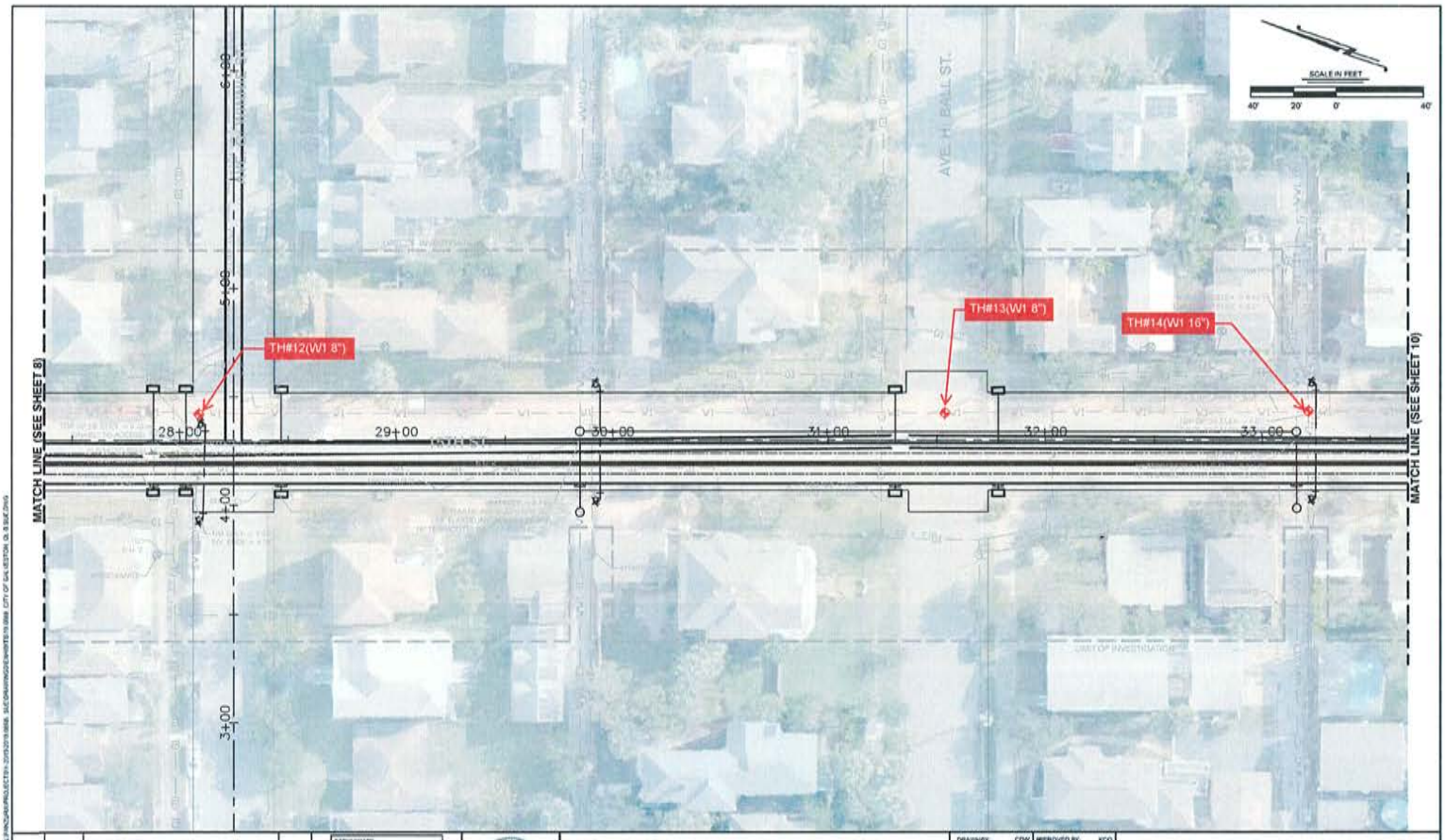
TBS

T. BAKER SMITH
A CENTURY OF SOLUTIONS
12526 Trinity Drive, Stafford, TX 77477
(281)240-0118 - tbsinc.com
TX. ENG. # F-6084

DRAWN BY:	CDW	APPROVED BY:	KCO
DATE:	04/07/2020	JOB NO:	2011-0868
DRAWING NAME: 10 0868_City of Galveston_GL-8 SUE			
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL GEO. DATUM: NAD83 / VERT. DATUM: NAVD88 GRID UNITS: US SURVEY FEET			
SHEET #: 8	OF	13	

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-4332-024
CITY OF GALVESTON
GALVESTON, TEXAS



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REVISIONS

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW NOTICE AND PLANNING PURPOSES AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ENGINEER: DAVID WEST, P.E. No. 124

Texas License No: 124

HDR ENGINEERING Code No: F-2084

Date: 04/07/2020

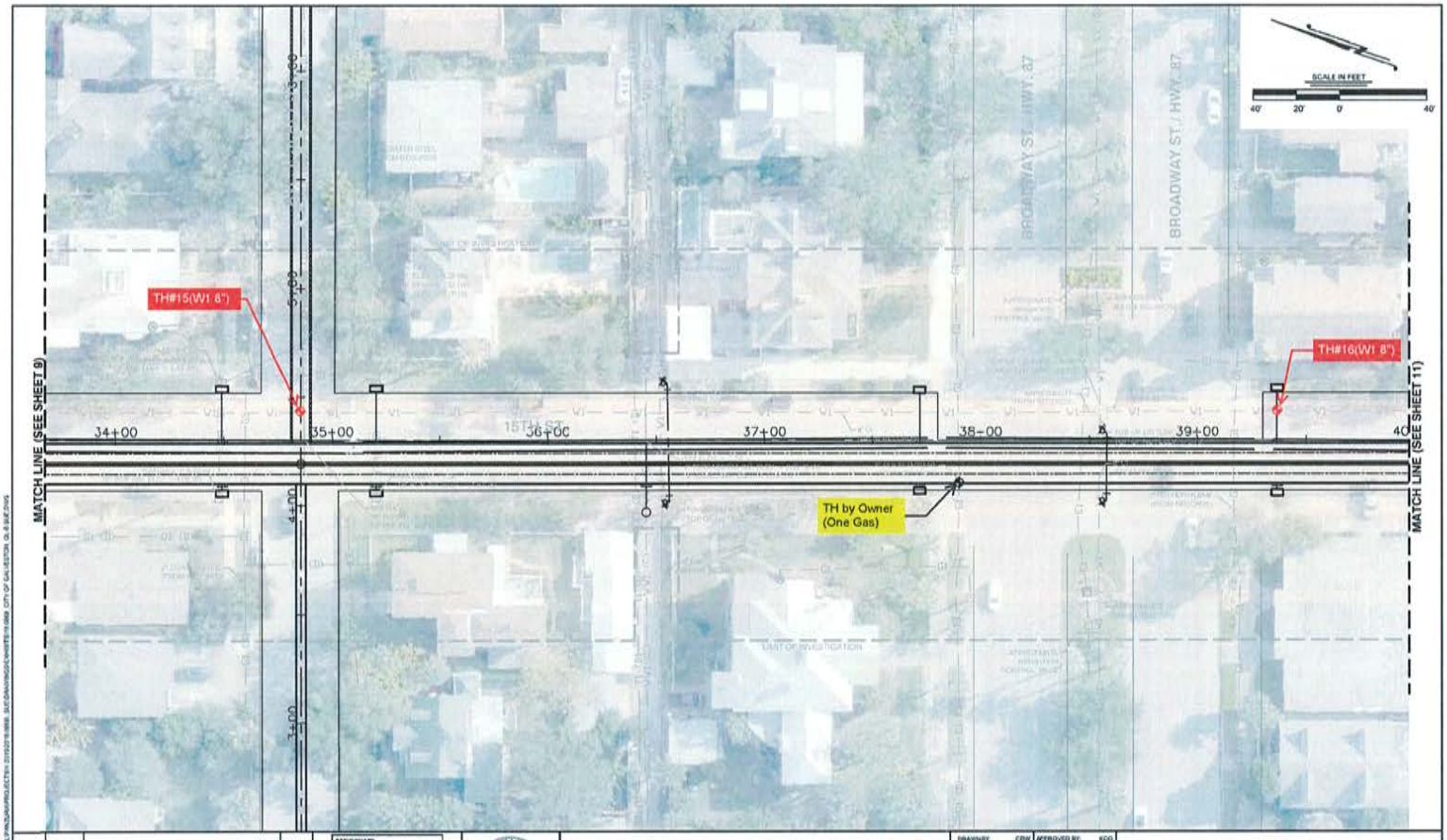
CITY OF GALVESTON 1839 TEXAS

TBS T. BAKER SMITH
A CENTURY OF SOLUTIONS
12425 Trinity Drive, Stafford, TX 77477
(281) 494-0113 · tbsmith.com
TX. ENG. # F-6084

DRAWN BY: CDW	APPROVED BY: KCO		
DATE: 04/07/2020	JOB NO: 2019-0868		
DRAWING NAME: 19-0868_City of Galveston_GL-8 SUE			
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL			
GEO. DATUM: NAD83 / VERT. DATUM: NAVD88			
GRID UNITS: US SURVEY FEET			
SHEET NO: 9	OF 13		

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-4332-024
CITY OF GALVESTON
GALVESTON, TEXAS



REV. NO.	REV. DATE	REV. DESCRIPTION	REV. BY

REVISIONS

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW, BIDDING AND PLANNING PURPOSES AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PRELIMINARY 25 SUBMIT TO DRAWING FILE CDW

TBPELS FIRM No. 10864

FIRM REGISTRATION No. F-0084

DATE: 04/07/2020

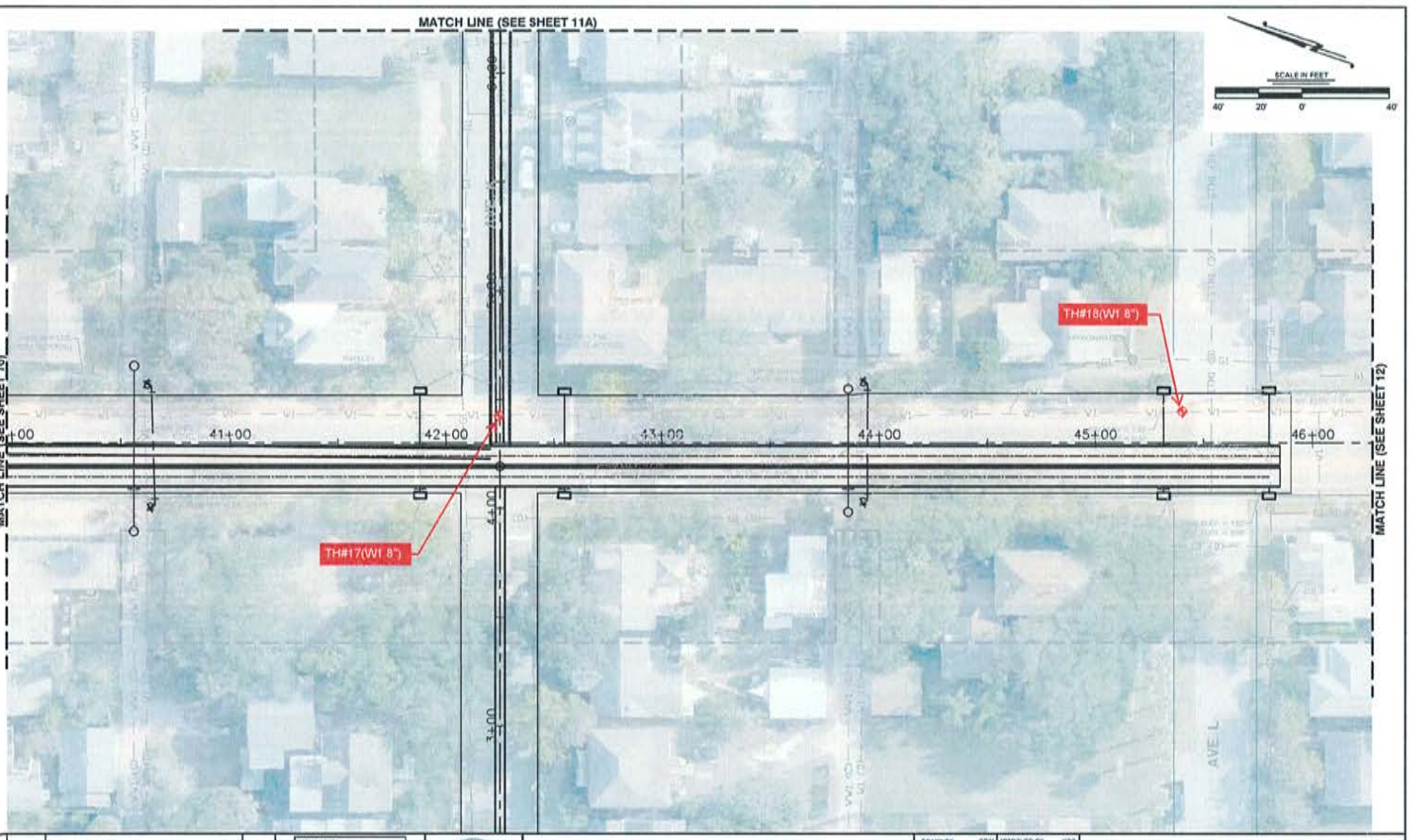
TBS

T. BAKER SMITH
A CENTURY OF SOLUTIONS
12025 Trinity Drive, Stafford, TX 77477
281.240.0113 • tbsmith.com
TX. ENG. # F-0084

DRAWN BY:	CDW	APPROVED BY:	KCO
DATE:	04/07/2020	JOB NO:	2010-0869
DRAWING NAME: 10 OSR City of Galveston QL-B SUE			
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL GEO. DATUM: NAD83 | VERT DATUM: NAVD88 GRID UNITS: US SURVEY FEET			
SHEET NO. 10 OF 13			

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-4332-024
CITY OF GALVESTON
GALVESTON, TEXAS



REV. NO.	REV. DATE	REV. DESCRIPTION	REV. BY

REVISIONS

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW OVERSIGHT AND PLANNING PURPOSES AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

OWNER: [illegible]

TBPE/LSPE No. [illegible]

FIRM REGISTRATION No. [illegible]

DATE: [illegible]

CITY OF GALVESTON TEXAS

TBS

T. BAKER SMITH
A CENTURY OF SOLUTIONS
12425 Tricky Drive, Stafford, TX 77477
281/240-0113 - tbsinc.com
TX. ENG. # F-6084

DRAWN BY:	CDW	APPROVED BY:	KCO
DATE:	04/07/2025	JOB NO:	2015-0864
DRAWING NAME: 18 0868_City of Galveston_GL-B.DGE			
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL GEO. DATUM: NAD83 / VERT DATUM: NAVD88 GRID UNITS: US SURVEY FEET			
SHEET NO.	11	OF	13

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-4332-024
CITY OF GALVESTON
GALVESTON, TEXAS

REV. NO.	REV. DATE	REV. DESCRIPTION	REV. BY
00			

REASONS

PRELIMINARY

TBS T. BAKER SMITH
A CENTURY OF SOLUTIONS
12525 Trinity Drive, Suffolk, TX 77477
281/240-0113 - tbsinc.com
TX. ENG. # F-6084

DRAWN BY: CDW	APPROVED BY: KCO
DATE: 04/07/2025	JOB NO: 2015-0669
DRAWING NAME: 15-0669_City of Galveston_CL-B-SUE	
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL, GEO. DATUM: NAD83 / VERT. DATUM: NAVD88, GRID UNITS: US SURVEY FEET	
SHEET NO: 11A OF 13	

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-032-024
CITY OF GALVESTON
GALVESTON, TEXAS

REV. NO.	REV. DATE	REV. DESCRIPTION	REV. BY
00	mm/dd/yy		

REVISIONS

PRELIMINARY
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW ONLY AND PLANNING PURPOSES AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
ENGINEER: ZEUGNER T. EVERLY, P.E., CFM
TBS REGISTRATION No. F-6084
TEXAS REGISTRATION No. 5.0000
DATE: 04/07/2020

CITY OF GALVESTON TEXAS 1894

TBS
T. BAKER SMITH
A CENTURY OF SOLUTIONS
13925 Trinity Drive, Stafford, TX 77477
281.240.0113 - tbsinc.com
TX. ENG. # F-6084

DRAWN BY:	CDW	APPROVED BY:	KCO
DATE:	04/07/2020	JOB NO:	2011-0884
DRAWING NAME: 18 GSGR_City of Galveston_GL-B SUE			
PROJECTION: TEXAS STATE PLANE SOUTH CENTRAL GEO. DATUM: NAD83 / VERT. DATUM: NAVD88 GRID UNITS: US SURVEY FEET			
SHEET NO:	12	OF	13

PLAN OF EXISTING UTILITIES

14TH STREET DRAINAGE IMPROVEMENT PROJECT
DR-4032-024
CITY OF GALVESTON
GALVESTON, TEXAS

CITY SECRETARY'S OFFICE
RECEIVED
NOV 19 2019
CITY OF GALVESTON

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

City of Galveston, Texas; 823 Rosenberg St., Galveston, Texas 77550 **("Owner")** and
T. Baker Smith, LLC; 12825 Trinity Drive, Stafford, Texas 77477 **("Engineer")**.

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

14th Street Drainage Improvement Project DR- 4332-024 ("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties, express or

implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. Reserved.

H. Reserved.

I. Reserved.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Reserved.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by

Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to

commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Reserved.

6.07 Reserved.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the

option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Reserved.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract

Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers,

Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and

auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses - Reserved.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative - Reserved.

E. Exhibit E, Notice of Acceptability of Work - Reserved.

F. Exhibit F, Construction Cost Limit.

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Exhibit A

Engineer's Services

Article 1 of the Agreement is supplemented to include the following scope of work agreed to by the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. The following tasks, ***as described in the detailed SOW*** shall be considered part of the Study and Report Phase deliverables:

    a. ROW Mapping (2.a.)
    b. Topographic Surveying (2.b.i)
    c. Subsurface Utility Investigation – Level D (2.c.ii)
    d. Subsurface Utility Investigation – Level C (2.c.iii)
    e. Utility Disposition Table (3.a.)
    f. Geotechnical Investigation (4.)
    g. Design Criteria Development (7.a.)

14. Furnish review copies of the Report and any other Study and Report Phase deliverables to Owner in accordance with the schedule attached to the detailed SOW. Within ten (10) working days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, and any other report phase deliverablesas appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within ten (10) working days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After full or incremental acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of

sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. The following tasks, **as described in the detailed SOW**, shall be considered part of the Preliminary Design Phase deliverables:

    a. 30% Design – Gravity System Improvements (7.b.)
    b. Pump Station Conceptual Design (7.c.)
    c. Benefit Cost Ratio Optimization (7.d.)
    d. 30% Design – Pump Station Improvements (11.b. (30))

10. Furnish three (3) review copies and one (1) electronic/media source of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, accordance with the schedule attached to the detailed SOW, and review them with Owner. Within ten (10) working days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner one (1) copy of the revised Preliminary Design Phase documents and one (1) electronic/media source copy, revised opinion of probable Construction Cost, and any other deliverables within ten (10) working days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After full or incremental acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. Reserved.

8. Reserved.

9. The following tasks, as described in the detailed SOW, shall be considered part of the Preliminary Design Phase deliverables:

    a. Geotechnical Analysis – Final Report for Pump Station (10.a.)
    b. 60% Design – Gravity System Improvements (11.a. (60))
    c. 60% Design – Pump Station Improvements (11.b. (60))
    d. 95% Design – Gravity System Improvements (11.a. (95))
    e. 95% Design – Pump Station Improvements (11.b. (95))
    f. 100% Design – Gravity System Improvements (11.a. (100))
    g. 100% Design – Pump Station Improvements (11.b. (100))

10. Furnish for review by Owner, its legal counsel, and other advisors, [4] copies of the final Drawings and Specifications and 1 electronic/media source, and any other Final Design Phase deliverables, in accordance with the schedule attached to the detailed SOW, and review them with Owner. Within ten (10) working days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit four (4) final copies and 1 electronic/media source of such documents to Owner within ten (10) working days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to

be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Reserved.

A1.05 Reserved.

A1.06 Reserved.

PART 2 – ADDITIONAL SERVICES – Reserved.

Exhibit A

14th Street Drainage Improvement Project, DR-4332-024 – Phase I Scope of Work

Phase A

The objective of Phase A is to progress through enough design such that an initial benefit cost ratio can be determined for the proposed improvements and then optimized prior to advancing with detailed design in Phase B.

1) Project Management
   a. Meetings
      i. Project Kick-Off Meeting
         1. City of Galveston and Design Team
      ii. In-Person Meetings (monthly)
         1. It is assumed that TBS and Zarinkelk will be attending all regularly scheduled in-person meetings with the City. Other subconsultants will attend on an as-needed basis.
      iii. COG and Design Team Conference Calls (weekly or bi-weekly)
      iv. Design Team Meetings (monthly, at design milestones, or when otherwise warranted)
      v. Design Team Conference calls (as-needed basis)
      vi. Attendance/Presentations for City Council Meetings

   b. Scheduling and Reporting
      i. Smartsheet Updates
      ii. Grant Application Compliance Reporting

   c. Deliverables
      i. Meeting Minutes
      ii. Schedule Updates
      iii. Progress Reports for Grant Compliance

2) Surveying and Mapping
   a. ROW Mapping
      i. Prepare maps along proposed improvement corridors using only in-house data or publicly available data from the Assessor's office.
      ii. Prepare exhibits showing approximate limits of any additional permanent or temporary ROW that may be required.
      iii. Establish Federal, State, County, and City roadway boundaries by performing field surveys and researching pertinent records (including in-house and GCAD data) to determine the locations existing roadway boundaries. The existing ROW will be reviewed on a per block basis and shall not include a boundary determination for each individual parcel within each bock. City shall assist by providing as-built plans or other historical records that may be available. ROW maps shall be provided digitally and as paper copies.

iv. Prepare and supply a point list in a digital form and on paper, with GPS coordinates of each point depicting the existing roadway boundary.

b. Topographic Surveying
   i. Data Collection and Drawing Preparation
      1. Terrestrial LiDAR data collection for 14th Street System & 11th Street System
      2. Finished Floor Elevation (FFE) data extraction from 14th Street to 18th Street.
      3. Prepare detailed topographic drawings along 15th Street from slip to Ave K ½.
      4. See attached Figure 2 for approximate limits.
   ii. Additional Topographic Drawing Preparation
      1. Prepare additional detailed topographic drawings for 15th Street from Ave K ½ to Ave O, and Ave M ½, Ave K, and Sealy, and Strand between 14th and 18th Streets
   iii. Utilities
      1. All underground and accessible storm drain features (e.g. storm sewer inverts, flow lines, pipe sizes), as shown in the 2003/2007 Master Plans, will be surveyed with RTK-GPS methods from 18th Street to the eastern boundary of the 11th Street as shown in Figure 2.
      2. Processing time is included for all utility features above ground that can be extracted from the LIDAR (e.g. fire hydrants) along the 15th Street from the slip to Ave K ½ as shown in Figure 2. See Subsurface Utility Investigation section below for proposed data collection plan on subsurface utilities.

c. Subsurface Utility Investigation
   i. Performed in accordance with ASCE 38-02
   ii. SUE Quality Level D, Records Research, will be performed for the entire project area (14th to 17 ½th Street).
      1. Conduct utility records research above and below ground
      2. Initiate 811 call and keep up to date until any excavation is completed as part of the subsurface utility investigation.
      3. Collect applicable utility owner records
      4. Review available records.
      5. Conduct field inspection of above ground utility facilities to assist in records research
      6. Collect the owner name, contact information, size, material, operating pressure, and other available data on all utilities.
   iii. SUE Quality Level C, Surveying and Plotting, will be performed along the proposed gravity system improvements along 15th Street from the slip to Ave K ½. Additional areas included as shown in Figure 2. Quality Level C shall include information obtained by surveying and plotting visible above-ground utility

features and by using professional judgment in correlating this information to Quality Level D information.

1. Surveying of marked utilities and visible above-ground utility features shall be included as part of the SUE services and integrated into the project topographic survey.
2. Above ground features that are slightly buried will be exposed and the surveyor will be advised of these locations.

iv. SUE Quality Level B, Designating and Marking, will be performed along the proposed alignment of the gravity drainage improvements, which are estimated to be from the existing slip to Ave K along 15th Street. Some additional coverage is proposed to cover an extension along 15th Street to Ursuline Street and along Avenue K to 14th Street. The approximate limits for SUE quality level B are shown in Figure 3. SUE Quality Level B will include information obtained through the application of appropriate surface geophysical methods to determine the existence of and approximately horizontal position of subsurface utilities. Quality Level B should be reproducible by surface geophysics at any point of their depiction. Quality Level B includes Level D and C services as well as the following:

1. Designating/marking those utilities that can only be determined using Quality Level B techniques.
2. Utilities will be marked at a maximum of 50' intervals and at changes in direction
3. Water lines, force mains, and other non-tonable utilities may be able to be located using ground penetrating radar and shall be marked as Quality Level B in these areas. When ground penetrating radar is not effective or when non-tonable utilities are encountered, these utilities will be marked as Quality Level D.

v. SUE Quality Level A for utilities over 4" in diameter (designated in the Quality Level B survey) that cross the proposed gravity system improvements and at the pump station location. One exception to this requirement will be gravity sanitary sewer lines where inverts at adjacent manholes will be used to determine depths. Additional test holes smaller than 4" diameter may be required depending on the nature and importance of the utility. The scope of work assumes test holes will be taken on each side of the proposed limits of construction. Based on the information provided by the City at this time, it is assumed there will be twelve water line crossings, one large diameter gas line on Harborside Drive, and one underground high voltage electric near Mechanic Street. Allowances are included for up to 5 additional crossings that would require test holes for a total 19 crossings and 38 test holes.

1. Procedure for Excavation of Test Holes:
    a. Clear the test hole area of surface debris.

b. In paved areas, neatly cut and remove existing pavement, which cut shall not exceed 225 square inches unless otherwise approved.
c. Excavate the test hole. The nominal diameter of the test hole will not exceed 15 inches unless otherwise approved.
d. Expose the utility only to the extent required for identification and data collection purposes.
e. Avoid damage to lines, wrapping, coatings, cathodic protection or other protective coverings and features.
f. Hand-dig as needed to supplement excavation and to ensure safety.
g. Revise the test hole location as necessary to positively expose the utility.
h. Store excavated material for re-use or disposal at an approved location near the project, as appropriate.

2. Collection, Recording, and Presentation of Data
   a. Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet.
   b. Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
   c. Approximate centerline bearing of utility line.
   d. Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems.
   e. Utility structure material composition, when reasonably ascertainable.
   f. Other pertinent information that is reasonably ascertainable from test hole.
   g. Site Restoration.
      i. Replace bedding material around exposed utility lines.
      ii. Backfill and compact the excavation in a manner acceptable to City. Re-use excavated material with appropriate compaction.
      iii. As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
      iv. For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
      v. Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centerline of the utility.
3. Temporary Traffic Control

a. Where test holes are required in paved areas where roadways cannot be closed during the test hole excavation, a traffic control firm will be subcontracted to provide the necessary traffic control during the investigation.

d. Bathymetric Survey
   i. Conduct Multibeam Survey and Side Scan Sonar survey of the existing slip
      1. TBS will check with the Port for available data

e. Magnetometer Survey
   i. Conduct Magnetometer Survey within the existing slip to detect metallic objects in the slip adjacent to the outfall for the pump station
   ii. Tracklines will be on a 50' grid spacing in each direction
   iii. Probe and investigate of any anomalies.

f. Deliverables
   i. ROW maps along proposed improvements at scale not to exceed 1" = 40'
   ii. Finished Floor Elevations (FFE) provided as a GIS layer with address attributes and printed paper copy.
   iii. Topographic Survey information to be incorporated into H&H model and design plans.
   iv. Survey Methodology Report
   v. SUE Quality Level D Deliverables
   vi. SUE Quality Level C Deliverables
      1. Information will be included on topographic survey drawings
   vii. SUE Quality Level A and B Deliverables
      1. The Subsurface Utility Engineering (SUE) deliverable will be engineering drawings shown in plan view over aerial imagery for Level B and on Test Hole data sheets for Level A in accordance with CI/ASCE Standard 38-02, complete with engineering seal and signature.
   viii. Bathymetric Survey Drawing of Existing Slip
   ix. Magnetometer Survey Drawing of Existing Slip

3) <u>Utility Coordination and Conflict Resolution</u>

a. Utility Disposition Table
   i. Conduct site visit to verify utilities identified (to be done after topographic survey & subsurface investigation are completed)
   ii. Prepare an overall layout showing utilities within the project limits with a Utility Disposition Table
   iii. Develop preliminary relocation schedule

b. Coordination with Utility Owners
   i. Schedule a kickoff meeting with each utility owner to discuss project scope, schedule, and relocation plans
   ii. Review additional as-built data from utility owners if available.

iii. Discuss constructability with utility owners and City.
iv. Obtain relocation cost, scope, and design constraints from utility owners.
v. Coordinate Utility Relocation Agreements.

c. Deliverables
   i. Overall Utility Map and Disposition Table
   ii. Preliminary Relocation Schedule
   iii. Summary of estimated costs, scope, and design constraints

4) Geotechnical Investigation
   a. Field Exploration
      i. Soil Borings and Pavement Cores
         1. Drill a 60-ft deep boring positioned at the location of the proposed pump station (shown as B-1 in Figure 4) and two, 25-ft deep borings (labeled as B-2 and B-3) along the alignment of the proposed storm sewer. Pavement cores will be extracted and included as part of each boring log. Up to three additional pavement cores will be taken as shown on Figure 4 or as otherwise directed by the Engineer. These borings are anticipated to sample predominantly silty sand soils based on the findings from the 18th Street field exploration. As a result, the predominant sampling method will be split spoon sampling in cohesionless soils and standard penetration testing (SPT). However, if cohesive or semi-cohesive soils are encountered, then sampling will be conducted using nominal, 3-in. diameter thin wall Shelby tubes. Short term measurements of groundwater will also be made in each boring prior to grouting the boreholes.
         2. Drill one 60-ft deep boring in the existing slip (SB-1) in accordance with the process above and two shallow samples at least 10-feet deep to determine the suitability of the material for fill.
         3. Drilling two additional 50-ft deep borings in the existing slip (SB-2 & SB-3). The need for SB-2 and SB-3 will be determined following preliminary coordination meeting with the Port to assess the viability of the pump station being located in the existing slip instead of on land.
      ii. Piezometer Installation for Groundwater Observations
         1. Upon completing boring B-1, it will then be used to install a standpipe piezometer for longer term observations of ground water levels along the 15th Street corridor. This location has been selected for ground water measurements because B-1 is near the proposed pump station. At the piezometer location, a 10-ft long PVC screen with 0.010-in. openings will be installed at the target tip elevation. A 20/40 filter sand will be installed around the screen and extending 3 feet above the screen. A 2-ft thick bentonite seal will be placed above the filter sand with an additional 2 feet of sand placed above the seal. Lastly, the

annulus between the PVC riser and the bore hole will be tremie backfilled with grout. The PVC riser will extend to just below existing grade and will have a top cap. A manhole cover will be provided at the surface.

b. Laboratory Testing
   i. Soil laboratory testing will include obtaining natural moisture contents on all samples and determining the percent passing the No. 200 mesh sieve on most samples. If appropriate, a full grain size distribution analysis will be performed on some samples. If semi-cohesive or cohesive soils are encountered, then Atterberg limits and undrained triaxial compression shear strength testing will be performed.
      1. Borings B-1 to B-3, Pavement Cores PC-1 to PC-3
      2. Boring SB-1 and shallow slip borings
      3. Borings SB-2 and SB-3

c. Analysis
   i. General Soils and Design Considerations
   ii. Design Considerations for Underground Utilities
      1. These recommendations will include lateral earth pressure estimates, open and braced excavation recommendations, and bedding and backfill recommendations.
   iii. Preliminary Design Information for Proposed Pump Station
      1. Recommendations in Phase A will assist in developing a rough construction cost estimate. Recommendations will include estimates of allowable soil bearing values for foundation support of the pump station, estimates of settlement, and preliminary bulkhead analysis. Assisting will be provided to the structural engineers on lateral earth pressures and excavation support evaluations, as necessary at this stage. A global stability analysis will be performed of the proposed pump station with respect to the existing slip using slope stability analysis software. During Phase A only post-construction cases will be considered. General construction considerations will also be considered.
      2. Additional analysis required if SB-2 and SB-3 are taken based on coordination meeting with the Port of Galveston.

d. Deliverables
   i. Preliminary Geotechnical Investigation Report with results of boring logs and lab testing
   ii. Final Geotechnical Engineering Report
      1. Report will be supplemented during Phase B.

5) <u>Regulatory Compliance, Permitting, and Stakeholder Coordination</u>

a. Environmental Assessment
   i. Complete EA document for NEPA compliance following the checklist developed by FEMA including:
      1. Introduction
      2. Purpose and Need
      3. Alternatives
      4. Affected Environment and Impacts
      5. Consultations, Coordination, and Permits
      6. Mitigation Measures Required
      7. Appendices
         a. Maps and Diagrams
         b. Affidavit of Public Notice
         c. Public Agency Letters of Response
         d. Memorandum of Agreement for NHPA Compliance
         e. Public Comments
         f. H&H Study

b. Phase I Environmental Site Assessment
   i. Conduct in general accordance with Phase I ESA Process ASTM E 1527-13
      1. Records Review
      2. Site Reconnaissance
      3. Interviews
      4. Report
         a. Final Report will be included in EA

c. U.S. Army Corps of Engineers Permit (USACE)
   i. Attend preapplication meeting with USACE
   ii. Prepare and submit application for Section 10/404 permit based on preferred alternative.
   iii. Prepare and submit responses to agency review comments

d. TCEQ
   i. Prepare and submit Notice of Intent for Stormwater General Permit for Construction Activities (TXR150000).
   ii. Prepare Stormwater Pollution Prevention Plan (SWPPP) for construction activities

e. TGLO
   i. Coordinate with the Texas General Land Office regarding whether a State Coastal Boundary Survey (CBS) and/or Coastal Land Use Lease is required for this project. Since the proposed pump station footprint is not on State-owned land and adjacent to a man-made ship slip, it is assumed that a CBS and lease will not be required for this project. However, should the existing slip be filled and/or bulkhead system be replaced under this project, a CBS and lease will likely be required depending on the extent of these activities.

f. TxDOT
   i. Obtain any available as-built information for impacted areas
   ii. Conduct a coordination meeting to discuss scope and impacts to TxDOT ROW, review proposed traffic control plan, sequence and schedule of work
   iii. Prepare and submit required documentation and acquire permits for approval to work within TxDOT ROW. Based on coordination with TxDOT, no permit fee will be required.

g. Port of Galveston
   i. Conduct kick-off meeting with the Port and the City to acquire all available information on existing facilities near and within the project area
      1. Review the status of all ongoing or future projects planned that could impact the project
      2. Review of all pertinent operations and security requirements that could be impacted by the proposed drainage improvements.
         a. Determine if there are scenarios where the ground surface above the pump station could see loads in excess of allowable highway loading
      3. It is assumed that our primary subconsultants Zarinkelk and Hightide will be represented at the meeting in addition to TBS and the City.
      4. *Note – this meeting is assumed to be a standalone meeting with the Port focused specifically on how the project will impact the Port. Beyond this meeting it is assumed that the Port will be represented at regularly scheduled progress and milestone meetings with the design team and the City.
   ii. Submit relevant Preliminary Design Plans, estimated construction schedule, and sequencing for review and comment
      1. Coordinate and assist with development of temporary traffic control and control of access plan during construction.

h. Additional Stakeholder Coordination
   i. Additional coordination may be required with the following entities
      1. Galveston Park Board
      2. Galveston County
      3. UTMB
      4. Texas Historical Commission
         a. The scope of work is limited to coordination with the City's Historic Preservation Officer. Hiring an archeologist to study or monitor the project area is not included in the scope.
   ii. Also included in the scope is time to determine any requirements of the stakeholder associated with the project. It is not anticipated that more than one meeting will be required with each entity.

6) <u>Hydrologic and Hydraulic (H&H) Study</u>

The H&H Study will be used to analyze the existing 14th Street System as identified in the 2003 & 2007 Master Plans and make recommendations for proposed improvements including gravity system improvements (inlets, pipes, and junctions) and a pump station located near the 15th Street outfall. The H&H study and 2003 & 2007 Master Plan update for the 14th Street System shall utilize field survey data collected for the project. The proposed improvements will also include the use of check valves or gates to isolate the 14th, 15th, and 16th Street outfalls from water levels in the Ship Channel.

The H&H model developed for this project will have the ability to seamlessly integrate one-dimensional flow in the pipe network with two-dimensional surface flow. The model domain developed for this project would involve extending the existing model for the 18th Street System developed by Zarinkelk, which currently covers 24th Street to 16th Street, to the east to cover the remainder of the 14th Street System and the 11th Street System as shown in Figure 5. Given that there are components of the 2003 & 2007 Master Plans that recommend improvements to the 14th Street System that extend into the 11th Street System it is recommended that the model domain cover this entire area. Additionally, by expanding the domain of the model it will improve the accuracy of the results within the project boundary. Improvements and benefits will only be evaluated within the project boundary.

The H&H Study will be an appendix to the Environmental Assessment that is required for the project. The existing conditions model will cover the No Action Alternative, which is a requirement of the Alternatives Analysis in the EA. Two proposed conditions alternatives will also be analyzed and would be anticipated to include the proposed gravity system improvements with and without a pump station.

a. Prepare H&H Report including the following sections:
    i. Introduction/Purpose
    ii. Data Collection
    iii. Rainfall Evaluation
        1. Design storm events included: 1, 2, 5, 10, 25, 50, 100, and 500-year
    iv. Model Development
        1. Hydrology
        2. Hydraulics
        3. Boundary Conditions
        4. Model Calibration/Validation
    v. Existing Conditions Model Results
        1. Model will be used for No Action Alternative in EA
    vi. Proposed Conditions Model Results. Model will demonstrate:
        1. Proposed conditions without pump station
        2. Proposed conditions with pump station
    vii. Appendices
        1. Data Collection Notes
        2. Model Inputs/Outputs
        3. Water Surface Profiles

4. Inundation Maps
    a. Maps will only be developed for the 25 and 100-year storms (existing and proposed conditions scenarios)

b. Internal QA/QC Review by FTN
    i. At completion of Existing Conditions Model
    ii. At completion of Proposed Conditions Model
    iii. At completion of H&H Report

c. Coordination with Grant Administrator
    i. Provide the required information from the H&H Study to run the benefit-cost analysis for the project.

d. Deliverables
    i. H&H Report (as defined above)
    ii. Updates to 2003/2007 Master Plans
        1. Updates will include Plan View exhibits similar to those presented in the 2003/2007 Master Plans cover the project area and proposed improvements
    iii. 2-D animations of the 25-year and 100-year storm events for existing and proposed conditions
        1. The animation will be set up to run existing and proposed conditions concurrently (side by side).
    iv. Ponding results in shapefile format to be used in BCA
    v. Cross-Sections of the inundation level at up to 3 locations that show the ponding level in the relative to existing structures.
        1. An animation will also be prepared for these cross-sections.

7) <u>Basic Design Services</u>
    a. Design Criteria Development
        i. Document all known design requirements for the project including but not limited to:
            1. General Geometry, Design Life, and Operating Conditions
            2. Design Codes and Computer Software
            3. Geotechnical Data
            4. Design Loads
            5. Materials
            6. Structural Requirements
            7. Mechanical and Electrical Requirements
            8. Load Cases
    b. 30% Design – Gravity Drainage Improvements
    This scope will include 30% design level for all work associated with the proposed gravity system improvements including but not limited to the following:

i. Removal and replacement of existing storm sewer lines, inlets, manholes or junctions
ii. Identification of storm sewer lines that need cleaning
iii. Pavement removal and replacement
    1. Full depth replacement above installation of new storm sewer lines
    2. Rehabilitation (mill and overlay) of existing pavement within the right-of-way
    3. Shall include the pedestrian ramps to be installed where required by code
iv. Temporary Traffic Control and Construction Phasing
v. Erosion Control and SWPPP
vi. Relocation or replacement of existing utilities including water and sewer lines
    1. it is assumed that the only lines that will be eligible for full replacement would be those that run parallel to the proposed gravity system improvements along 15th Street and would potentially require full relocation to accommodate proposed gravity system improvements along 15th Street. Perpendicular crossings of the gravity system improvements will only replace or relocate enough of the utility needed to mitigate the conflict.
vii. 30% Design Plans
    1. Cover Sheet
    2. Sheet Index (includes all future required drawings)
    3. Overall Plan View
    4. Preliminary Plan View drawings following alignment for all proposed storm sewer improvements at a scale not to exceed 1" = 40', which shall include the following
        a. Existing Topography
        b. Apparent ROW
        c. Existing Utilities
        d. Proposed Storm Sewer Improvements
    5. Utility Conflict Resolution Summary
    6. Preliminary Traffic Control Plan
viii. 30% Cost Estimate
    1. Shall include Engineer's opinion of probable construction cost
ix. Internal QA/QC Review by TBS

c. Pump Station Conceptual Design

This task will include the preparation of conceptual plans or exhibits that will be used to develop an initial cost estimate for the proposed pump station that can be included in initial iterations of the BCA after the H&H analysis has been completed. For the purposes of the conceptual design, the assumption will be made that the station will be installed approximately at the location shown in the RFQ, inline with the existing 15th Street outfall.

i. Pump Station Conceptual Design
   1. Civil Design
      a. Pump Station site plan and geometry
      b. Location and approximate size of required junction boxes and gate locations
   2. Structural Design
      a. Preliminary Foundation Plan
      b. Section Views (assumes two)
      c. Building Floor Plans (assumes two)
   3. Mechanical/Electrical/Plumbing and Instrumentation
      a. Preliminary pump selection analysis based on H&H and TDH calculations
      b. Scope narrative of design will include preliminary sizes, capacity and loads.
      c. Preparation of major equipment list required, and estimated sizes will be based on preliminary pump selection analysis.
      d. General preliminary layout will be developed for key equipment and piping.
   4. Architectural
      a. Up to three conceptual level renderings with limited detail will be developed for the City to evaluate and consider which style they would like to advance during subsequent design phases.
   5. Conceptual Level Cost Estimate
ii. Independent QA/QC Review by Zarinkelk

d. Benefit Cost Ratio Optimization
   i. Based on the results of the initial BCA the design team will run through two additional proposed conditions scenarios in order to provide additional data points for the BCA. Design drawings will not be prepared for each additional scenario, but a written summary of the changes will be provided and quantified in a revised cost estimate.

e. Deliverables
   i. Design Criteria
   ii. 30% Design Plans – Gravity System Improvements
   iii. 30% Cost Estimates – Gravity System Improvements
   iv. Specification Outline – Gravity System Improvements
   v. Concept Plans – Pump Station
   vi. Conceptual Level Cost Estimate – Pump Station
   vii. Revised cost estimates (gravity and pump station) for additional BCR scenarios.
   viii. Design Report

Phase B

The objective of Phase B is to complete the detailed design and construction documents for the proposed drainage improvements after confirmation that project can demonstrate a benefit-cost ratio greater than 1.0. The successful completion of this task will complete the scope of work for Phase 1 (Design) of the HMGP grant and will allow the project to secure funding for Phase 2 (Construction).

8) Project Management
   a. Meetings
      i. In-Person Meetings (monthly)
         1. It is assumed that TBS and Zarinkelk will be attending all regularly scheduled in-person meetings with the City. Other subconsultants will attend on an as-needed basis.
      ii. Plan-in-Hand Meeting following the completion of 60% Design Submittal
      iii. COG and Design Team Conference Calls (weekly or bi-weekly)
      iv. Design Team Meetings (monthly, at design milestones, or when otherwise warranted)
      v. Design Team Conference calls
      vi. Attendance/Presentations for City Council Meetings

   b. Scheduling and Reporting
      i. Smartsheet Updates
      ii. Grant Application Compliance Reporting

   c. Deliverables
      i. Meeting Minutes
      ii. Schedule Updates
      iii. Progress Reports for Grant Compliance

9) Regulatory Compliance, Permitting, and Stakeholder Coordination
   a. Additional agency and stakeholder coordination continued from Phase A
   b. Phase II Environmental Site Assessment
      i. Phase II ESA will be conducted in general accordance with Phase II ESA Process ASTM E 1903-11
         1. Field Investigation / Sampling / Lab testing
      ii. Report

   c. Deliverables
      i. Phase II ESA Report

10) Geotechnical Analysis
   a. Final Design Information for Proposed Pump Station
      i. The geotechnical services required in Phase B geotechnical services will be limited to detailed geotechnical analyses of the final pump station configuration. This will include slope stability analyses of during construction and after construction cases with respect to the existing slip. A preliminary

assessment for a cofferdam will be provided that includes a braced excavation and recommendations for dewatering/pressure relief. These analyses would be performed such that the structural engineer can provide a preliminary design for cost estimating purposes. The final design of temporary excavation support systems will be the responsibility of the construction contractor.

b. Deliverables
   i. Supplement to Final Geotechnical Engineering Report from Phase B to include all finalized analysis.

11) Basic Design Services
   a. Gravity Drainage Improvements
      This scope shall include 60% through 100% design for all work associated with the features of the proposed gravity system improvements as defined in the 30% Design in Phase A above.

   b. Pump Station Design
      i. Pump Station Design Features:
         The proposed pump station will be designed to incorporate the following design features as established by the City:
         1. Below ground stormwater pump station.
         2. Gravity outfall bypass from proposed gravity storm sewer to influent sedimentation tank.
         3. Isolation valve for isolating gravity drainage system from tidally influence water levels in the Bay.
         4. Diversion valve for diverting stormwater from upstream drainage area to the influent sedimentation tank.
         5. New power source the pump station to be designed accordance with the electrical provider.
         6. Elevated pad for diesel powered generator, control panel, and diesel tank for 5-day minimum operation of the generator, elevated above the Base Flood Elevation.
            a. Generator must be enclosed, have a debris impact housing, and shall be wind/storm certified. Reference requirements in FEMA 543 and 577 Design Guides.
         7. Pump Station Outfall Protection
            a. Protection pilings, NAVAIDs, warning signs.
         8. Outfall Scour Protection
         9. Equipment Room
         10. Operations/Control Room

      ii. Pump Station Design Tasks
         1. Computational Fluid Dynamics Modeling

A CFD model of the sedimentation tank, baffles or underflow/overflow weir, pump intake, is proposed using FLOW3D/ANSYS software to aid in the design of the following components/considerations:

a. Influent sediment tank size (length, width, height) that can adequately handle design flows.
b. Influent sediment tank baffle size, location and baffle openings. Baffles will likely be needed to enhance sedimentation.
c. Operating depth (to reduce air cavitation effects in the pump) for an efficient flow of water and adequate sediment removal before flow reaches the pump.
d. Distance between baffles and pump bay (the geometry of which usually is a function of the pump capacity and installation elements are pre-determined by pump vendor) must be long enough so that eddies are dissipated, and entrained air can escape.

2. Civil Design
   a. Shall include the design of all civil features around the pump station site including demolition, paving, utilities, grading and drainage around the pump station structure, construction phasing plan, scour protection, and erosion control. Some components of the 15th Street gravity drainage improvements will be incorporated.
   b. Civil Drawings
      i. Geometric Plan
      ii. Paving Plan and Details
      iii. Utility Plan and Details
      iv. Grading/Drainage Plan
      v. Erosion Control Plan
      vi. Construction Phasing Plan
      vii. Outfall protection Plan and Details
      viii. Miscellaneous Civil Details
3. Structural Design
   a. Includes the design of the foundation to support the pump station sump, the design of the sump which is assumed to constructed of cast-in-place reinforced concrete, and the above ground portions of the operations/control room and generator pad. Structural design will also include the design of large junction boxes that may be required at the diversion or isolation valves and the foundation and structural design of the sedimentation tank. A component of the design will also include the replacement of a portion of the bulkhead along the existing slip. All structures will be designed in accordance with

the design loads and load cases stated in the design criteria document provided in Phase A of the scope of work.

b. Structural Drawings
   i. Foundation Plans and Details
   ii. Floor Plans & Details
   iii. Roof Plans & Details
   iv. Wall Sections & Details
   v. Sedimentation Tank Design
   vi. Bulkhead Plan, Sections, and Details
   vii. Miscellaneous structural details

4. Mechanical Design
   a. Includes the design of the mechanical systems associated with the submersible pumps, emergency backup generator and fuel system required to meet the minimum operating conditions. The design scope includes the following:
      i. Confirm final flow requirements for the station
      ii. Perform final hydraulic calculations, size and select pump
      iii. Finalize piping design
      iv. Finalize equipment layout and coordinate with civil, structural, electrical, and architectural
      v. Perform final heat load calculations for operator control room
      vi. Select and design HVAC system and equipment selection
      vii. Develop mechanical specifications
5. Electrical Design
   a. Determination of required electrical equipment based on operating requirements for the pump station which will include:
      i. Definitive sizing – power distribution system & conductors, electric motor controls, transformers, motor control center, generator, and transfer switch.
      ii. Prepare electric drawing set.
      iii. Complete Electric Division specifications including generator.
      iv. Complete Electric design basis for project manual.
   b. Coordinate with power supplier to determine and size required service
   c. Electrical Drawings
      i. Electrical One-line Diagrams
      ii. Electrical Power Plan
      iii. Electrical Conduit and Cable Routing Plan
      iv. Electrical MCC Elevations

v. Electrical Duct Plans and Details
vi. Electrical Power Panel Schedules
vii. Electrical Installation Details

6. Instrumentation/Control System
   a. Determination of required instrumentation and control system for the proposed pump station and will include:
      i. Complete I/CS portion of P&ID
      ii. Complete Instrument Index
      iii. Prepare instrument specification sheets
      iv. Complete Control System Functional Description
      v. Finalize SCADA/telemetry requirements, prepare Communications Block Diagram
      vi. Complete Instrumentation/Control System design basis for project manual
   b. Instrumentation/Control System Drawings
      i. Process & Instrumentation Diagram
      ii. Instrument Specification Sheets
      iii. Instrumentation Location Plan
      iv. Instrumentation Conduit and Cable Routing Plan
      v. Control System Functional Description
      vi. Communications Block Diagram
7. Plumbing
   a. Determination of required instrumentation and control system for the proposed pump station and will include:
      i. Select final location of domestic water and sewer system tie in points.
      ii. Finalize plumbing design.
      iii. Coordinate with civil, electrical, and architectural.
      iv. Develop plumbing specifications (appx. 12 section).
   c. Plumbing Drawings
      i. Plumbing Site Plan Drawing
      ii. Plumbing Underground Drawing
      iii. Plumbing Plan Drawing
      iv. Plumbing Riser Diagrams
      v. Plumbing Details
      vi. Plumbing Schedule
8. Architectural Design
   a. Design Development and Code Analysis
      Expand on the Schematic Design Documents approved by the City, more specifics are applied to the Project in a linear fashion. This includes the refinement of plans, elevations, coordination with other disciplines to ensure that all trades needs are met, and creation of a draft specification for the City's review and

approval. Further development of the 3D modeling will also provide a basis for more realistic imagery of the facility in this phase of work. At the same time, Design Development provides the appropriate time to research and respond to Code requirements and have discussions with regulatory agencies with jurisdiction. Background drawings will be provided to team members in their desired format. The Scope of Work will also include design considerations for noise mitigation through building design and/or material selection.

b. Construction Documentation and Architectural Specifications: Based on the approved Design Development documents by the Owner, the Architects will provide detailed, dimensioned and annotated Construction drawings and specifications to appropriate scale and desired format. These documents provide the basis for Project bidding, permitting, and construction.

c. Deliverables
   i. 30% Design – Pump Station
      a. 30% Plans
         i. Sufficient detail to layout the station and provide representative sections necessary to present a clear understanding of the overall scope of work for the project.
      b. 30% Cost Estimate
      c. Specification Outline
   ii. 60% Design Submittal – Gravity System Improvements
      a. 60% Plans
         i. Includes all required plan sheets minus details.
      b. 60% Cost Estimate
      c. Draft of Technical Specifications
      d. Design Report
      e. 30% Comment Responses
   iii. 60% Design Submittal – Pump Station
      a. 60% Plans
         i. Includes all drawings minus rebar and connection details.
      b. 60% Cost Estimate
      c. Draft of technical specifications
      d. Design Report
      e. 30% Comment Responses
   iv. 95% Design Submittal – Gravity System and Pump Station Improvements
      a. 95% Plans
         i. Includes all required drawings including detail sheets.
      b. 95% Cost Estimate
      c. Completed Technical Specifications

d. Project Manual
e. Bid Form
f. Design Report
g. 60% Comment Responses

v. 100% Design Submittal – Gravity System and Pump Station Improvements
a. 100% Plans
b. 100% Cost Estimate
c. Completed Technical Specifications
d. Project Manual
e. Bid Form
f. Design Report
g. 95% Comment Responses

Note: All water and sanitary sewer relocations or replacements will be included in the Gravity Drainage System submittals.

Other potential additional services (not included)

- Additional Iterations of BCA at the end of Phase A, prior to advancement of Phase B.

Attachments

Figure 1 – Overall Drainage Area Map

Figure 2 – Approximate Limits of Surveying Scope

Figure 3 – Utility Investigation

Figure 4 – Geotechnical Investigation

Figure 5 – H&H Modeling Domain

Preliminary Schedule for completion of Phase 1 services included in HMGP award (Phase A and B)

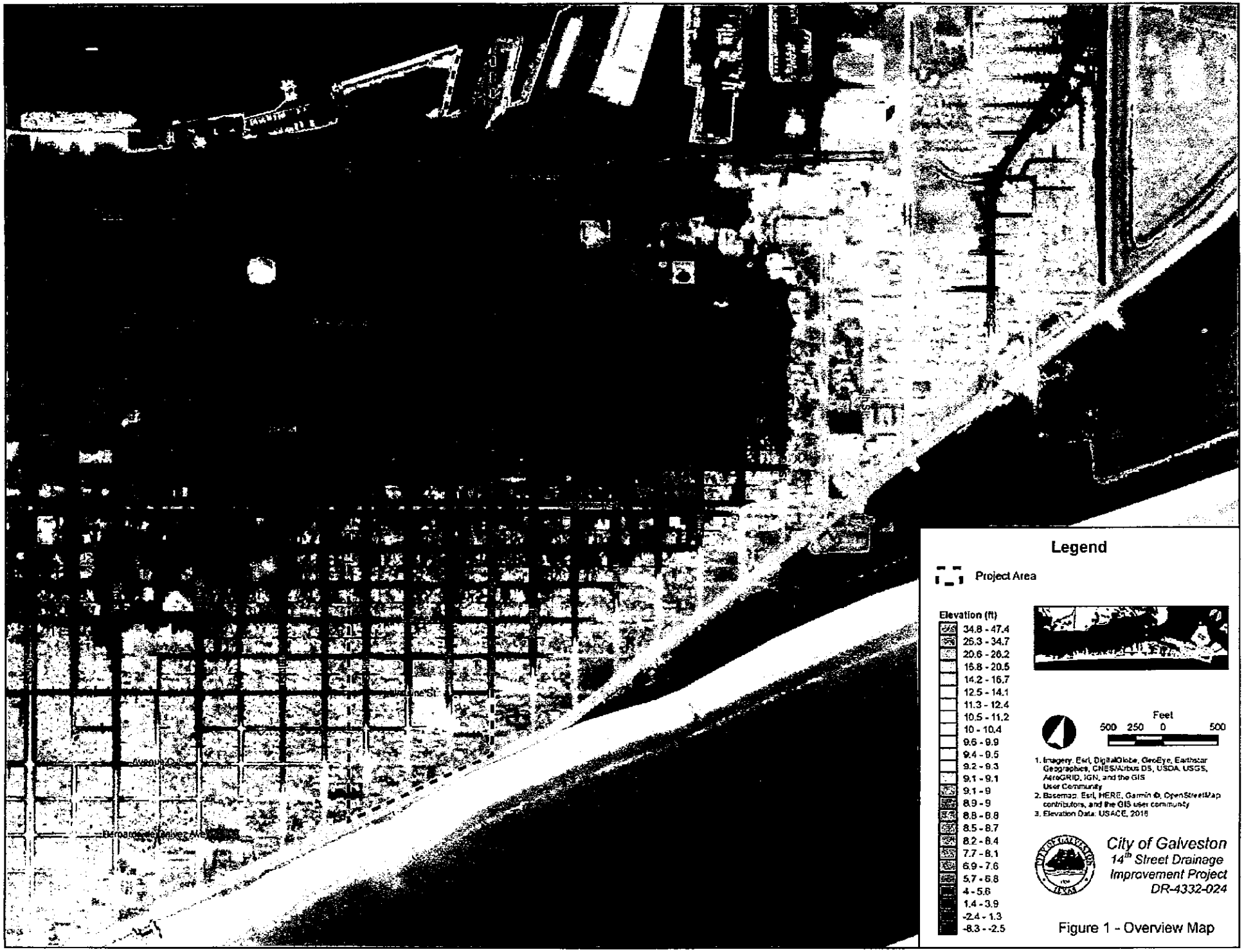


Figure 1 - Overview Map

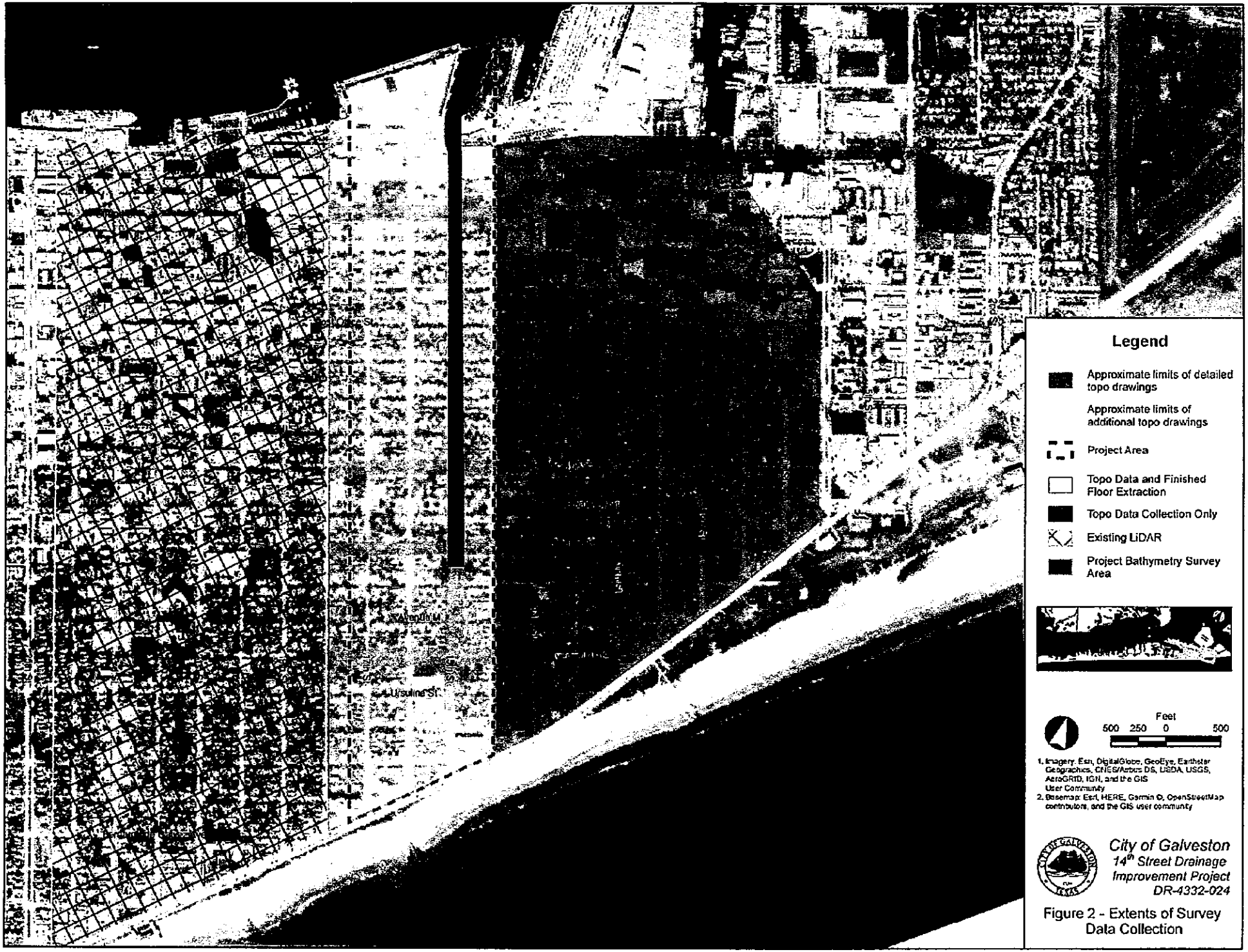

Legend
Approximate limits of detailed topo drawings
Approximate limits of additional topo drawings
Project Area
Topo Data and Finished Floor Extraction
Topo Data Collection Only
Existing LiDAR
Project Bathymetry Survey Area
Feet
500 250 0 500
1. Imagery: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
2. Basemap: Esri, HERE, Garmin, OpenStreetMap contributors, and the GIS user community
City of Galveston
14th Street Drainage Improvement Project
DR-4332-024
Figure 2 - Extents of Survey Data Collection

Figure 3 - Utility Survey

City of Galveston
14th Street Drainage Improvement Project
DR-4332-024

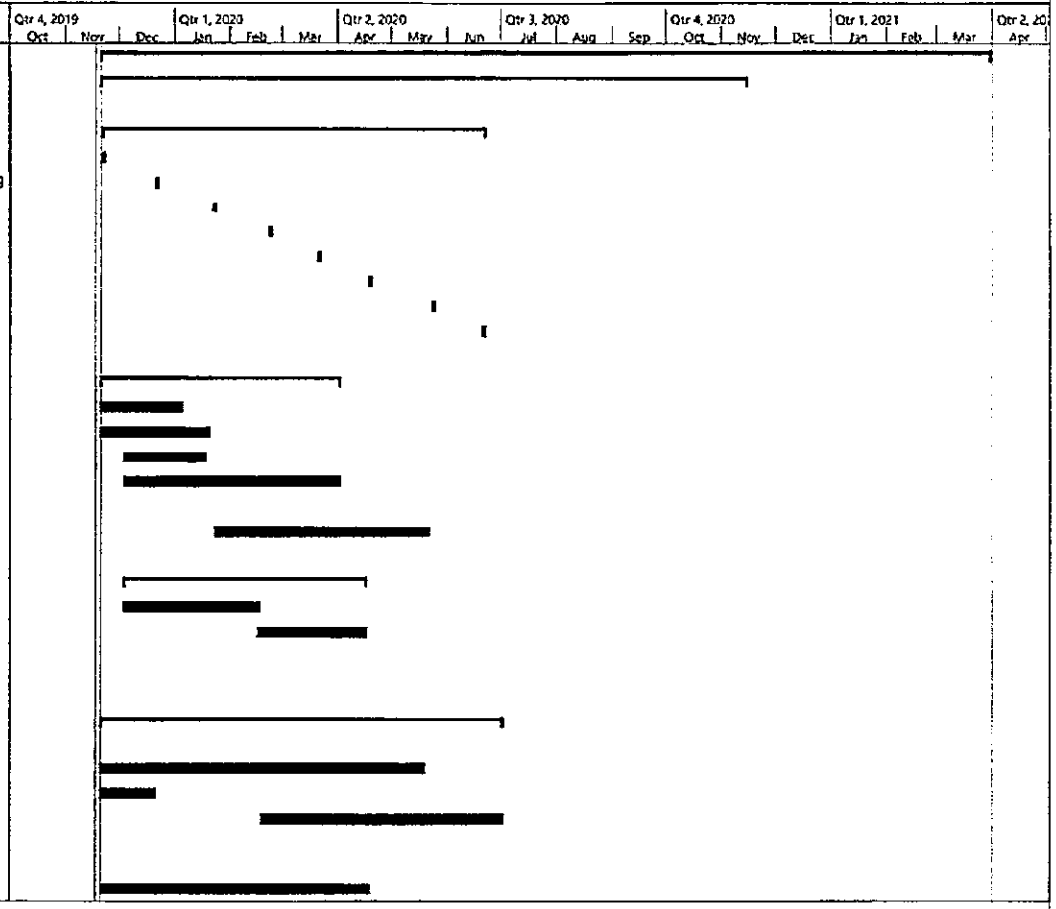
Figure 4 - Geotechnical Boring Locations

City of Galveston
14th Street Drainage Improvement Project
DR-4332-024

Figure 5 - H&H Model Domain

City of Galveston - 14th Street Drainage Improvement Project - DR-4332-024
Preliminary Schedule for Phase 1 Scope of Services

ID	Task Name	Duration	Start	Finish
1	**14th Street Drainage Improvements Project**	**496 edays**	**Thu 11/21/19**	**Wed 3/31/21**
2	**PHASE A**	**360 edays**	**Thu 11/21/19**	**Sun 11/15/20**
3				
4	**Project Management**	**213 edays**	**Fri 11/22/19**	**Mon 6/22/20**
5	Project Kick-off Meeting	1 eday	Fri 11/22/19	Sat 11/23/19
6	Monthly Design Team Meeting	1 eday	Sun 12/22/19	Mon 12/23/19
7	Monthly Design Team Meeting	1 eday	Thu 1/23/20	Fri 1/24/20
8	Monthly Design Team Meeting	1 eday	Sun 2/23/20	Mon 2/24/20
9	Monthly Design Team Meeting	1 eday	Sat 3/21/20	Sun 3/22/20
10	Monthly Design Team Meeting	1 eday	Sun 4/19/20	Mon 4/20/20
11	Monthly Design Team Meeting	1 eday	Sun 5/24/20	Mon 5/25/20
12	Monthly Design Team Meeting	1 eday	Sun 6/21/20	Mon 6/22/20
13				
14	**Surveying and Mapping**	**133 edays**	**Thu 11/21/19**	**Thu 4/2/20**
15	ROW Mapping	45 edays	Thu 11/21/19	Sun 1/5/20
16	Topographic Survey	60 edays	Thu 11/21/19	Mon 1/20/20
17	Bathymetric & Magnetometer Survey	45 edays	Wed 12/4/19	Sat 1/18/20
18	Subsurface Utility Investigation	120 edays	Wed 12/4/19	Thu 4/2/20
19				
20	**Utility Coordination and Conflict Resolution**	**120 edays**	**Thu 1/23/20**	**Fri 5/22/20**
21				
22	**Geotechnical Investigation**	**135 edays**	**Wed 12/4/19**	**Fri 4/17/20**
23	Field Exploration and Lab Testing	75 edays	Wed 12/4/19	Mon 2/17/20
24	Analysis for Gravity Drainage Improvements and Preliminary Pump Station Design	60 edays	Mon 2/17/20	Fri 4/17/20
25				
26	**Regulatory Compliance, Permitting, and Stakeholder Coordination**	**224 edays**	**Thu 11/21/19**	**Thu 7/2/20**
27	Environmental Assessment	180 edays	Thu 11/21/19	Tue 5/19/20
28	Phase 1 Environmental Site Assessment	30 edays	Thu 11/21/19	Sat 12/21/19
29	USACE Permit and other agency approvals and coordination	134 edays	Wed 2/19/20	Thu 7/2/20
30				
31	**Hydrologic and Hydraulic Study**	**150 edays**	**Thu 11/21/19**	**Sun 4/19/20**

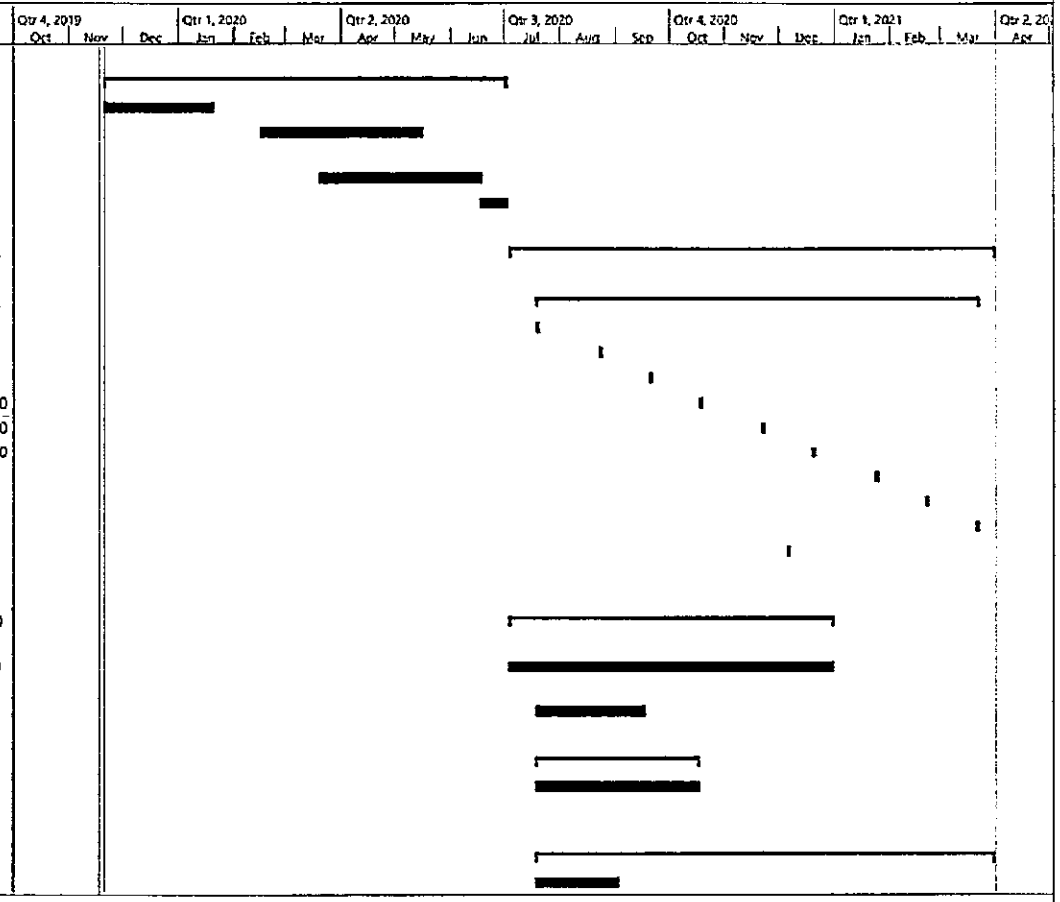


Project: DR-4432-024
Date: Mon 11/18/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

City of Galveston - 14th Street Drainage Improvement Project - DR-4332-024
Preliminary Schedule for Phase 1 Scope of Services

ID	Task Name	Duration	Start	Finish
32				
33	**Basic Design Services**	**160 days**	**Thu 11/21/19**	**Thu 7/2/20**
34	Design Criteria Development	60 edays	Thu 11/21/19	Mon 1/20/20
35	30% Design - Gravity Drainage Improvements	90 edays	Sun 2/16/20	Sat 5/16/20
36	Pump Station Conceptual Design	90 edays	Fri 3/20/20	Thu 6/18/20
37	Benefit Cost Ratio Alternatives	14 edays	Thu 6/18/20	Thu 7/2/20
38				
39	**PHASE B**	**270 edays**	**Sat 7/4/20**	**Wed 3/31/21**
40				
41	**Project Management**	**175 days**	**Sun 7/19/20**	**Mon 3/22/21**
42	Monthly Design Team Meeting	1 eday	Sun 7/19/20	Mon 7/20/20
43	Monthly Design Team Meeting	1 eday	Sun 8/23/20	Mon 8/24/20
44	Monthly Design Team Meeting	1 eday	Sun 9/20/20	Mon 9/21/20
45	Monthly Design Team Meeting	1 eday	Sun 10/18/20	Mon 10/19/20
46	Monthly Design Team Meeting	1 eday	Sun 11/22/20	Mon 11/23/20
47	Monthly Design Team Meeting	1 eday	Sun 12/20/20	Mon 12/21/20
48	Monthly Design Team Meeting	1 eday	Sun 1/24/21	Mon 1/25/21
49	Monthly Design Team Meeting	1 eday	Sun 2/21/21	Mon 2/22/21
50	Monthly Design Team Meeting	1 eday	Sun 3/21/21	Mon 3/22/21
51	Plan-in-Hand Meeting following the completion of 60% Design	1 eday	Sun 12/6/20	Mon 12/7/20
52				
53	**Regulatory Compliance, Permitting, and Stakeholder Coordination**	**180 edays**	**Sat 7/4/20**	**Thu 12/31/20**
54	USACE Permit and other agency approvals and coordination (continued from Phase A)	180 edays	Sat 7/4/20	Thu 12/31/20
55	Phase 2 Environmental Site Assessment	60 edays	Sun 7/19/20	Thu 9/17/20
56				
57	**Geotechnical Analysis**	**90 edays**	**Sun 7/19/20**	**Sat 10/17/20**
58	Final Design Analysis for Proposed Pump Station	90 edays	Sun 7/19/20	Sat 10/17/20
59				
60	**Basic Design Services**	**255 edays**	**Sun 7/19/20**	**Wed 3/31/21**
61	30% Design - Pump Station	45 edays	Sun 7/19/20	Wed 9/2/20

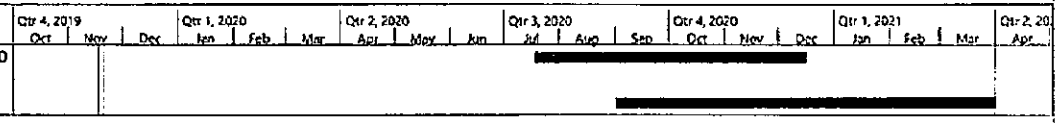


Project: DR-4432-024
Date: Mon 11/18/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

City of Galveston - 14th Street Drainage Improvement Project - DR-4332-024
Preliminary Schedule for Phase 1 Scope of Services

ID	Task Name	Duration	Start	Finish
62	60% through 100% Design - Gravity Drainage Improvements	150 edays	Sun 7/19/20	Wed 12/16/20
63	60% through 100% Design - Pump Station	210 edays	Wed 9/2/20	Wed 3/31/21



Project: DR-4432-024
Date: Mon 11/18/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Items to be included with initial Notice to Proceed (NTP):

1.	**Project Management**
1.a.	Meetings and Coordination
1.b.	Scheduling and Reporting

2.	**Surveying and Mapping**
2.a.	ROW Mapping
2.b.i.	Topographic Surveying (LiDAR data collection 18th to 6th, FFE extraction for 14th to 18th and detailed topo drawing prep along 15th Street from Slip to Ave K ½)
2.c.ii.	Subsurface Utility Investigation - Level D
2.c.iii.	Subsurface Utility Investigation - Level C (15th Street from Slip to Ursuline St.)
2.d. & 2.e.	Bathymetric Survey and Magnetometer Survey

3.	**Utility Coordination and Conflict Resolution**
3.a.	Utility Disposition Table
3.b.	Coordination with Utility Owners

4.	**Geotechnical Investigation**
4.a.i.1.	Field Investigation (B-1 - B-3 and PC-1 - PC-3)
4.a.i.2.	Field Investigation (SB-1 & shallow samples)
4.a.ii.	Field Investigation (Standpipe and Piezometer)
4.b.i.1.	Laboratory Testing (B-1 - B-3 and PC-1 - PC-3)
4.b.i.2.	Laboratory Testing (SB-1 & shallow samples)
4.c.ii	Analysis (B-1 - B-3 and PC-1 - PC-3)
4.c.iii.1.	Analysis (SB-1 & shallow samples)

5.	**Regulatory Compliance, Permitting, and Stakeholder Coordination**
5.a.	5a. Environmental Assessment
5.b.	5b. Phase I ESA
5.c.	5c. USACE Permit
5.d.	5d. TCEQ
5.e.	5e. TGLO
5.f.	5f. TxDOT
5.g.	5g. Port of Galveston
5.h.	5h. Additional Stakeholders (Galveston Park Board, Galveston County, UTMB, THC)

6.	**H&H Study**

7.	**Basic Design Services - Phase A**
7.a.	Design Criteria Development

7.b.	30% Design - Gravity System Improvements
7.c.	Pump Station Conceptual Design
7.c.i.1.	- Civil
7.c.i.2.	- Structural
7.c.i.3.	- Mechanical/Electrical/Plumbing and Instrumentation
7.c.i.4.	- Architectural
7.d.	Benefit Cost Ratio Optimization

Exhibit B

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Reserved.

4. Reserved.

5. Reserved.

6. Reserved.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Reserved.

H. Reserved.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

J. Reserved.

K. Reserved.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Reserved.

Exhibit C

Payments to Engineer for Services

The maximum amount of compensation and reimbursement to be paid shall not exceed ***Two million, two hundred seventy-two thousand, eight hundred sixty-one dollars and zero cents ($2,272,861.00).*** Invoices, itemized by task, shall be submitted by Engineer each month. The invoices must state which task is covered under invoice, and what percentage of that task was completed. A report substantiating the work completed shall accompany the invoice. All amounts paid towards those invoices are paid towards a lump sum owed and according to the attached Fee Schedule. Invoices will be discussed at the monthly progress meetings.

The Owner shall notify Engineer in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice, per Government Code Sec. 2251.021. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable within thirty (30) days after the invoice date.

See Fee Schedule in Attached Scope of Work.

Project: 14th Street Drainage Improvement Project - DR-4332-024
Client: City of Galveston
Description: Phase I Budget
Date: 11/1/2019

T. BAKER SMITH
A CENTURY OF SOLUTIONS

Phase A

Scope Item	Description	Amount
1.	**Project Management**	**$57,250**
1.a.	Meetings and Coordination	$52,750
1.b.	Scheduling and Reporting	$4,500
2.	**Surveying and Mapping**	**$360,650**
2.a.	ROW Mapping	$19,800
2.b.i.	Topographic Surveying (LIDAR data collection 18th to 6th, FFE extraction for 14th to 18th and detailed topo drawing prep along 15th Street from Slip to Ave K ½)	$90,200
2.b.ii.	Topographic Surveying (additional data collection and drawing prep for 15th Street from Ave K ½ to Ave O, and Ave M ½, Ave K, and Sealy, and Strand between 14th and 18th)	$19,800
2.c.ii.	Subsurface Utility Investigation - Level D	$14,800
2.c.iii.	Subsurface Utility Investigation - Level C (15th Street from Slip to Ursuline St.)	$18,150
2.c.iv.	Subsurface Utility Investigation - Level B (15th Street from Slip to Ursuline St.)	$83,000
2.c.v.	Subsurface Utility Investigation - Level A (up to 38 test holes)*	$95,000
2.c.v.3	Subsurface Utility Investigation -Temporary Traffic Control (6 days at $1850/day)	$11,100
2.d. & 2.e.	Bathymetric Survey and Magnetometer Survey	$8,800
3.	**Utility Coordination and Conflict Resolution**	**$34,650**
3.a.	Utility Disposition Table	$4,950
3.b.	Coordination with Utility Owners	$29,700
4.	**Geotechnical Investigation**	**$102,135**
4.a.i.1.	Field Investigation (B-1 - B-3 and PC-1 - PC-3)	$7,920
4.a.i.2.	Field Investigation (SB-1 & shallow samples)	$24,750
4.a.i.3.	Field Investigation (SB-2 & SB-3)	$8,800
4.a.ii.	Field Investigation (Standpipe and Piezometer)	$5,500
4.b.i.1.	Laboratory Testing (B-1 - B-3 and PC-1 - PC-3)	$2,750
4.b.i.2.	Laboratory Testing (SB-1 & shallow samples)	$3,300
4.b.i.3.	Laboratory Testing (SB-2 & SB-3)	$2,750
4.c.ii	Analysis (B-1 - B-3 and PC-1 - PC-3)	$9,515
4.c.iii.1.	Analysis (SB-1 & shallow samples)	$28,050
4.c.iii.2.	Analysis (SB-2 & SB-3)	$8,800
5.	**Regulatory Compliance, Permitting, and Stakeholder Coordination**	**$108,200**
5.a.	5a. Environmental Assessment	$58,500
5.b.	5b. Phase I ESA	$7,500
5.c.	5c. USACE Permit	$7,500
5.d.	5d. TCEQ	$4,000
5.e.	5e. TGLO	$3,500
5.f.	5f. TxDOT	$10,450
5.g.	5g. Port of Galveston	$8,500
5.h.	5h. Additional Stakeholders (Galveston Park Board, Galveston County, UTMB, THC)	$8,250
6.	**H&H Study**	**$251,859**

7.	**Basic Design Services - Phase A**	**$230,868**
7.a.	Design Criteria Development	$13,500
7.b.	30% Design - Gravity System Improvements	$90,768
7.c.	Pump Station Conceptual Design	
7.c.i.1.	- Civil	$14,000
7.c.i.2.	- Structural	$35,000
7.c.i.3.	- Mechanical/Electrical/Plumbing and Instrumentation	$40,700
7.c.i.4.	- Architectural	$20,900
7.d.	Benefit Cost Ratio Optimization	$16,000

Phase A - Subtotal	**$1,145,612**

Scope Item	Description	Amount
8.	**Project Management**	**$73,607**
8.a.	Meetings and Coordination	$67,821
8.b.	Scheduling and Reporting	$5,786
9.	**Regulatory Compliance, Permitting, and Stakeholder Coordination**	**$24,500**
9.a.	9a. Additional Agency and Stakeholder Coordination	$12,000
9.b.	9b. Phase II ESA (assumes sampling at 2 sites)	$12,500
10.	**Geotechnical Analysis**	**$16,500**
10.a.	10a. Final Design for Proposed Pump Station	$16,500
	Basic Design Services - Phase B	
11.b. (30)	**30% Design - Pump Station Improvements**	**$163,000**
11.b.ii.1 (30)	- CFD Modeling of Intake and sedimenation tank	$71,500
11.b.ii.2 (30)	- Civil	$14,000
11.b.ii.3 (30)	- Structural	$50,000
11.b.ii.4-7 (30)	- Mechanical/Electrical/Plumbing and Instrumentation	$20,350
11.b.ii.8 (30)	- Architectural	$7,150
11.a. (60)	**60% Design - Gravity System Improvements**	**$90,768**
11.b. (60)	**60% Design - Pump Station Improvements**	**$281,051**
11.b.ii.1 (60)	- CFD Modeling of Intake and sedimenation tank	$16,500
11.b.ii.2 (60)	- Civil	$28,000
11.b.ii.3 (60)	- Structural	$150,000
11.b.ii.4-7 (60)	- Mechanical/Electrical/Plumbing and Instrumentation	$61,050
11.b.ii.8 (60)	- Architectural	$25,501
11.a. (95)	**95% Design - Gravity System Improvements**	**$105,896**
11.b. (95)	**95% Design - Pump Station Improvements**	**$312,450**
11.b.ii.1 (95)	- CFD Modeling of Intake and sedimenation tank	$5,500
11.b.ii.2 (95)	- Civil	$28,000
11.b.ii.3 (95)	- Structural	$175,000
11.b.ii.4-7 (95)	- Mechanical/Electrical/Plumbing and Instrumentation	$71,225
11.b.ii.8 (95)	- Architectural	$32,725

11.a. (100)	**100% Design - Gravity System Improvements**	**$15,127**

11.b. (100)	**100% Design - Pump Station Improvements**	**$44,350**
11.b.ii.2 (100)	- Civil	$4,500
11.b.ii.3 (100)	- Structural	$25,000
11.b.ii.4-7 (100)	- Mechanical/Electrical/Plumbing and Instrumentation	$10,175
11.b.ii.8 (100)	- Architectural	$4,675

[redacted]	[redacted]

	Summary
Phase A - Subtotal	$1,145,612
[redacted]	[redacted]
Phase I Total (Phase A + B)	**$2,272,861**

*Note: The number of Level A test holes will be recommended upon completion of SUE Quality Level B services and a credit of $2,200 per test hole will be provided to the City if less than 38 test holes are required.

Exhibit D

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative – Reserved.

Exhibit E

Notice of Acceptability of Work – Reserved.

Exhibit F

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

A. Owner and Engineer hereby agree to a Construction Cost limit determined by a benefit cost ratio of greater than 1.0.

B. Reserved.

C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.

E. If the Bidding or Negotiating Phase has not commenced as soon as is practicable and expedient after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

Exhibit G

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

By Engineer:

Workers' Compensation:	Statutory
General Liability –	
Each Occurrence (Bodily Injury and Property Damage):	$1,000,000.00
General Aggregate:	$2,000,000.00
Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000.00
Professional Liability –	
Each Claim Made	$5,000,000.00
Annual Aggregate	$10,000,000.00

During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit H

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Exhibit I

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted bylaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, though, or under Owner for any and all such uninsured Owner's Claims shall not exceed $10,000,000.00.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, though, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages. Engineer's total liability for such damages shall not exceed $10,000,000.00.

Exhibit J

Special Provisions

The Agreement is amended to include the following clauses:

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.

Appropriations: The obligations of the Owner 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.

INDEMNIFICATION: FOR CONSIDERATION RECEIVED, ENGINEER shall indemnify, defend, save and hold the Owner harmless, including Owner'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 ENGINEER or those acting under ENGINEER'S supervision or control. ENGINEER 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 negligence of the Owner. **ENGINEER shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the Owner 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.**

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.

Termination of Contract for Cause: If, through any cause, ENGINEER shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to ENGINEER 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 ENGINEER under this Contract shall, at the option of the Owner, become property of the Owner and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, ENGINEER shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by ENGINEER, and the Owner may withhold any payments to ENGINEER for the purpose of set-off until such time as the exact amount of damages due the Owner from ENGINEER is determined.

Termination for Convenience of the Owner: The Owner may terminate this Contract at any time by giving at least ten (10) days' notice in writing to ENGINEER. If the Contract is terminated by the Owner as provided herein, ENGINEER 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 ENGINEER, Paragraphs relative to termination shall apply.

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.

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.

Assignability: ENGINEER 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 Owner. 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.

Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by ENGINEER under this contract are confidential and ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
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 ENGINEER.

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.

Conflict of Interest: A person or business, and their agents, who seek to contract or enter into an agreement with the Owner, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C of the original request for proposal. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the Owner, or other writing related to any potential agreement with the Owner. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the contract packet.

Property Tax: The City of Galveston will not do business with any person or business that owes delinquent property taxes to the Owner. By execution of this Contract, the parties agree that they do not owe the City property taxes that are delinquent.

Nepotism Statement: By signing this agreement, Contractor agrees that no principal of the Engineer is related by blood or marriage to any official or employee of the City of Galveston.

Non-Collusion Statement: The undersigned affirm that they are duly authorized to execute this contract, that this Engineer, firm, partnership, or individual has not prepared this contract in collusion with any other proposer, and that the contents of this contract as to prices, terms or conditions of said contract 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The undersigned certifies, by acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Contractor agrees that by submitting this contract that Contractor will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

By entering into this agreement, you recognize the City of Galveston is entering into this agreement in its governmental capacity, and not a proprietary one.

Compliance Clauses:

No Governmental Obligation To Third Parties: The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Program Fraud and False or Fraudulent Statements and Related Acts: Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Access to Records and Reports: The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract."

Equal Employment Opportunity: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, 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 setting forth the provisions of this nondiscrimination clause. 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 considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. 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. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Government-Wide Suspension and Debarment: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contract Work Hours and Safety Standards Act:

Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Lobbying:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, T. Baker Smith, certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Clean Air 42 U.S.C. § 7401 et seq.: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Procurement Of Recovered Materials 42 U.S.C 6962:
In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

Department Of Homeland Security Seal, Logo, And Flags: By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
Compliance With Federal Law, Regulations, And Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

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

Exhibit K

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

Change in time for services (days or date, as applicable): _____

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

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell, City Manager

T. Baker Smith, LLC

By: _____
Kenneth W. Smith, P.E., P.L.S., Chief Executive Officer

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
City Attorney

BY EXECUTION OF THIS AGREEMENT, T. BAKER SMITH, LLC ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF Louisiana §
§
Terrebonne **COUNTY/PARISH** §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of November, 2019.

Lorre B. Autin
Notary Public in and for Lorre B. Autin
The State of Louisiana ID No. 157071

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-562910

Date Filed:
11/19/2019

Date Acknowledged:
11/19/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

T. Baker Smith, LLC
Houma, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DR-4332-024
Engineering, Surveying, and Regulatory Services for 14th Street Drainage Improvement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-562910

Date Filed:
11/19/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

T. Baker Smith, LLC
Houma, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DR-4332-024
Engineering, Surveying, and Regulatory Services for 14th Street Drainage Improvement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kenneth W. Smith, and my date of birth is [redacted]

My address is 7947 Park Avenue (street), Houma (city), LA (state), 70364 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Terrebonne County, State of LA, on the 19th day of November (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

11R
11/14/19

City of Galveston

ENGINEERING DEPARTMENT
14th Street HMGP Pump Station Project

5th November 2019

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

From: Daniel Christodoss, Ph.D., P.E., City Engineer

RE: Consider for approval the proposal from T. Baker Smith (TBS), to perform a hydraulics and hydrology study and design for the 14th Street Drainage Improvement Project – DR-4332-024 for a fee not to exceed $2,272,861. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney and authorizing the Finance Director to utilize local funds in advance of anticipated reimbursement.

I. Background

A. The 14th Street and vicinity drainage areas upstream of the Galveston Bay (Ship Channel to Seawall Blvd.), have had historical drainage problems.

B. These drainage problems were identified in previous drainage studies (2003 Master Drainage Study by Dannenbaum, and the 2007 LAN Drainage Report).

C. The Dannenbaum and LAN studies identified temporary ponding in specific areas due to the lack of adequate storm sewer conveyance capacity to capture and convey rainstorm flooding, which was further impacted by tidal backflow from Galveston Bay.

D. In addition to lack of capacity, the systems are old and structurally unsound. Some of these systems include clay pipes.

E. With today's technology, storm sewer systems are typically not constructed with vitrified clay pipe. Storm sewer systems are typically constructed with reinforced concrete drainage pipes sized adequately for the design rainfall frequency.

F. Considering the age, lack of capacity, and tidal impacts, both the LAN and Dannenbaum studies recommended drainage improvements along 14th Street and the vicinity based on a 2-year storm evaluation.

G. Galveston has more frequently experienced intense storms and associated flooding that far exceed the 2-year storm intensity portrayed in the historical LAN and Dannenbaum studies, prior to, during, and after Harvey.

H. To address the flooding after Harvey, the City upgraded the Drainage Code from the 2 year storm frequency and intensity to a minimum 25 year storm design requirement. Other administrative enhancements such as Storm Water Pollution Prevention Plans and Procedures were implemented to improve the City's rating with FEMA.

COUNCIL APPROVED
DATE 11/14/19
SIG. [illegible]

5. The City will lose the HMGP funding for the pump station and drainage improvements, and
6. We will be implementing these needed improvements under emergency mode at a premium cost in the not too distant future.

IV. Alternatives in order of priority

A. Approve the proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed $2,272,861 to TBS.
B. Do not approve the request and risk loss of HMGP funding, future potential widespread flooding due to high tide and rain storms, and development of sinkhole(s) in the 14th Street and vicinity, due to collapse of aged storm sewer, water and sanitary sewer systems.

V. Recommendation

Approve the proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed $2,272,861 to TBS.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, Ph.D., P.E. City Engineer
Funding Sources:	D1901 Pilot Storm Water Pump Station 25% General Obligation Bond ($568,215.25), 75% FEMA reimbursement ($1,704,645.75), 100% advanced from General Obligation Bonds pending actual reimbursement from FEMA
Cost:	$2,272,861

Respectfully Submitted,

Daniel Christodoss, Ph.D., P.E.
City Engineer

I. FEMA recognized that the voluntary actions undertaken by the City of Galveston exceeded the minimum standards of the NFIP and met the criteria for an upgrade from Class 7 to Class 6 Community Rating (CRS).

J. The Class 6 ranking recognized Galveston's community outreach and high regulatory standards, including proactive requirements for new construction, and FEMA also commended the City's oversight in ensuring compliance with the latest FEMA regulations.

K. Galveston is now targeting a higher Class 5 CRS ranking by 2021 by pursuing grant applications to install pump stations and storm pipes so both high tidal backflow and rainstorm flooding impacts can be addressed.

L. As a result of Hurricane Harvey, the State of Texas requested proposals for participation in the 404 Hazard Mitigation Grant Program (HMGP).

M. Under HMGP, the City submitted 7 Notices of Intent to the Texas Division on Emergency Management (TDEM) for the downtown drainage projects that included a system of 7 pump stations and associated drainage infrastructure.

N. The 7 pump stations and drainage infrastructure (projects) extended from 13th Street to 34th Street and from Seawall Blvd., to the Ship Channel.

O. The City was advised by TDEM that the 7 projects initially appeared to be eligible projects and the City was requested to submit formal applications to TDEM for each of the individual projects for future funding consideration.

P. The City submitted formal grant applications for each of the 7 projects in 2018.

Q. The grant applications included an engineer's cost estimate based on preliminary Hydraulics and Hydrology (H&H) modeling, and conceptual pump station and storm sewer infrastructure design performed in-house by City Staff.

R. Subsequent to the submittal of grant applications to TDEM, the City was informed that 1 of the 7 grant applications (the 14th Street pump station and associated infrastructure) was forwarded to FEMA for further evaluation.

S. To plan for potential award of the HMGP Grant, the City advertised an RFQ 19-01 on May 6th, 2019 for the 14th Street Pump Station Design and Engineering.

T. Proposals were received from the following firms on June 5th, 2019:
   i. T. Baker Smith
   ii. Freese and Nichols
   iii. AECOM
   iv. EJES
   v. Ardurra
   vi. Atkins
   vii. Kimley Horn
   viii. HR Green

U. During the initial evaluation by the committee, which included scoring and ranking, the following firms were shortlisted and recommended for subsequent presentations:
   i. T. Baker Smith
   ii. Atkins
   iii. Kimley Horn
   iv. HR Green

V. Subsequent to the final focused presentation, TBS was found to be the most qualified respondent for the project.

W. The extension of the 14th Street Drainage system north and south of Broadway, in conjunction with the proposed storm water pump station, is critical to addressing flooding from rainstorms and high tides.

X. The 14th Street Drainage System includes interconnects to storm sewers on adjacent streets, along with the replacement of bridge blocks, and an upgrade of the inlets and storm sewer pipes.

Y. Storm sewer crossings of old ductile iron pipe water lines and old clay sanitary sewer lines also need to be rehabilitated at the same time.

Z. Due to the amount of utility work that is performed, the roads will need to be re-paved.

AA. The City Council awarded the RFQ for the design of the 14th Street Drainage Improvement Project – DR-4332-024 to T. Baker Smith (TBS) in October 2019.

II. Current Situation

A. A proposal for engineering design services for the 14th Street Drainage Improvement Project – DR-4332-024 was requested from TBS.

B. TBS provided a proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed $2,272,861.

C. TBS is available to perform at the City's request.

III. Impact or ramifications:

If not awarded:

1. City will be unable to obtain a design contract from TBS for City Council approval in November for the critical drainage improvements,
2. These needed improvements for 14th Street and vicinity will not be constructed,
3. Drainage hotspots will lead to widespread flooding during rainstorms and high tides,
4. The potential for future sinkholes will continue to exist on 14th Street and vicinity due to potential future collapse of aged storm sewer, water and sanitary sewer systems,

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

July 23, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Vernon L. Hale III, Chief of Police

RE: Consider for approval payment to Lexipol, LLC for the annual renewal of the Police Department's Rules and Regulations Policy Manual Update with Daily Training Bulletins, in the amount of $20,312.00.

I. Background

A. The Police Department has a policy manual subscription with Lexipol, LLC to provide updates for the Rules and Regulations Manual. This allows the Department to minimize the man hours it requires to research new case laws and court cases that effect mandated changes in the manual. The subscription includes 365 Unique Daily Training Bulletins and a Testing Data Base.

II. Current Situation

The Department must keep the Rules and Regulations Manual current in order to avoid possible costly liability.

III. Issues

1. Cost – $20,312.00
2 Timing – As soon as possible.
3. Impact or ramifications – Will allow the Police Department to update its policy manual for fiscal year 2020.

IV. Alternatives in order of priority

A. Council approves payment to Lexipol, LLC.

1. Cost - $20,312.00
2. Timing – As soon as possible.
3. Impact or ramifications – Will allow the Police Department to update its policy manual for fiscal year 2020.

B. Council does not approve payment to Lexipol, LLC.

1. Cost - No additional cost.
2. Timing - N/A
3. Impact or ramifications – Access to the policy manual will be shut down putting the City at risk.

V. Recommendation

Concur in Alternative A and approve payment to Lexipol, LLC for the annual policy manual update and daily training bulletins.

VI. Fiscal Impact Report

Requested by:	Vernon L. Hale, III Chief of Police
Funding Source:	0100-211415-531240-421000 Police Service Support - Maintenance Contracts
Cost:	$ 20,312.00

Respectfully Submitted,

Vernon L. Hale, III
Chief of Police

August 4, 2020

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

From: Charles Kenworthy, Facilities Director

RE: Consider for approval the purchase of twenty-six (26) JXG-513 Artemis Temperature Detection scanners from Staples for city facilities for the protection of the public and employee health and safety due to COVID-19, and authorize the City manager to complete the purchase utilizing CARES ACT funding.

I. Background

A. The City of Galveston declared a local Disaster Declaration on March 16, 2020 due to the COVID-19 Pandemic. The City continues to be impacted by the ongoing events due to COIVD-19 requiring additional safety precautions be taken to protect the public health and safety of the general public as well as those employees that enter our facilities.

B. The State of Texas Corona Relief Fund (CRF) was established under the CARES ACT, and authorized reimbursement of eligible expenses incurred during the incident period of March 1, 2020 through December 30, 2020 for COVID-19.

C. The Federal Transit Administration (FTA) authorized funding for eligible expenses under the CARES ACT, and authorized reimbursement of eligible expenses incurred during the incident period beginning January 20, 2020.

II. Current Situation

A. The City has evaluated the use of temperature scanners and determined the most feasible option is the JXG-513 model which features an audible alarm.

B. The City identified 3 potential vendors for JXG-513 model

- Staples $1,349.99 26 x $1,349.99 = $35,099.74
- Creative Star $1,400.00 26 x $1,400 = $36,400
- Thermal Geek $40.00 26 x $40.00 = $1,040

C. Locations for Scanners – The City currently has identified the following locations for the placement of the temperature scanners:

- City Hall (3)
- McGuire Dent (1)
- Wright Cuney (1)
- Lasker Pool (1)
- Public Works Admin (3)
- Public Works Warehouse (2)
- Airport (2)
- Old 30th Street Pump Station and Code Enforcement (3)
- Public Works Sanitation (1)
- Public Works Traffic (1)
- Public Works Main Waste Water Treatment Plant (1)
- Central Fire Station (1)
- Galveston Police Department (2)
- Island Transit Maintenance Facility (2)
- Reserve – For use in other areas as needed (2)

III. Issues

A. The purchase of these items must be completed by December 20, 2020 in order to comply with the CARES ACT funding provisions.

IV. Alternatives in order of priority

A. Approve the purchase of the twenty – six (26) Artemis temperature scanners and authorize the City Manager to complete the purchase utilizing CARES ACT funding.

1. Funding Source – The cost of $32,399.76 CARES ACT- TDEM, and $2,699.98 CARES ACT FTA.

2. Timing – The timing is immediate to meet the health and safety needs for the public and employees that use the facilities as well as to meet the short funding deadlines.

B. Do not approve the purchase for the twenty-six Artemis Temperature scanners.

1. Cost – No Additional cost at this time.
2. Timing –.
3. Impact or Ramifications – The City will continue to lack the capability to monitor the temperatures of the public and employees as recommended by the CDC entering city facilities during the COVID-19 outbreak.

V. **Recommendation**

Concur with Alternative A and approve the purchase of twenty-six (26) JXG-513 Artemis Temperature Detection scanners from Staples for City facilities for the protection of the public health and safety of the public and city employees, and authorize the City manager to complete the purchase utilizing CARES ACT funding.

Complete before soliciting or advertising for Proposals / Quotes

CITY OF GALVESTON
INDEPENDENT ESTIMATE DETERMINATION

Purpose: Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above $250,000. As part of the analysis, the regulations require documentation of an independent estimate reached before receiving bids or proposals (*see* 2 C.F.R. § 200.323) or before receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative (*see* 2 C.F.R. § 200.318 (e)). The Independent Estimate Determination is a form used to document CITY OF GALVESTON's estimated range of fair and reasonable costs for the goods and/or services to be acquired and to document the analysis **PRIOR** to seeking bids, proposals, or quotes. The form is kept as part of the procurement file along with the cost or price analysis, which is conducted after receiving proposals but before awarding a contract, to demonstrate that the procurement process was conducted in an open and fair manner and that CITY OF GALVESTON received the most advantageous price.

Instructions:

1. Complete one (1) Independent Estimate Determination form **PRIOR** to either (1) advertising and receiving bids or proposals or (2) seeking quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative, and complete all sections.
2. Provide a detailed discussion of your independent estimate and attach the required supporting information.
3. Sign in blue ink and date the form.
4. Maintain a copy in the procurement/contract file along with the cost or price analysis (as completed before contract award), subject to retention schedules.

Prepared by: Tesa Wrobleski **Date:** 7/24/2020

Email: Twrobleski@galvestontx.gov **Phone Number:** 409-797-3517

Division: Public Works

Subject: Independent Estimate Determination

PART I
SCOPE AND/OR SPECIFICATIONS

Please attach documentation reflecting the Scope or Proposal/Work and/or Specifications.
The attached Scope of Proposal/Work and/or Specifications contains the following (check all that apply):

For Goods/Equipment	For Services
☐ Estimated quantity of items and/or goods required	☐ List of services/responsibilities to be performed
☐ Detailed description of each item required	☐ Detailed list of deliverables/tasks required
☐ Specifications and/or drawings for materials required	☐ Anticipated contract term and start date
☐ Date items and/or goods are required	☐ Location of project
☐ Delivery address and point of contact	☐ Specifications, drawings, and/or pictures of job site or projected results

PART II INDEPENDENT ESTIMATE GUIDE

Below is a guide for the completion of the Independent Estimate Determination. Please attach the documents requested under "items to include with independent estimate" to this Determination.

Estimate Type	Items to Include with Independent Estimate	Where to Find Supporting Information
Goods/Equipment	1. Product needed 2. Estimated quantity 3. Unit price 4. Markups – overheads – profit 5. Desired delivery schedule 6. Warranty	1. Vendor survey/market survey 2. Current or past contracts for the same or similar product 3. Historical price and costs data
Services (other than professional services, Tex. Gov't Code Ch. 2254)	1. Tasks you want done 2. Types of people needed 3. Positions required 4. Estimated hours by position 5. Salary/billing rates applied 6. Prevailing wage rate category applied (if applicable) 7. Profit/applied fee 8. Direct expenses 9. Completion schedule	1. Current or past contracts for similar services 2. Other departments doing similar work 3. Historical price and cost data

PART III INDEPENDENT ESTIMATE

Please complete the following form.

This Independent Estimate is for: ☑ Goods/Equipment ☐ Services

Discussion of independent estimate before receiving bids or proposals including CITY OF GALVESTON's estimated reasonable price range for the goods and/or services (attach additional explanation if necessary):

Due to COVID-19 the City needs to purchase Temperature Scanners for City facilities to ensure the Public Health and safety of employees and the public on accordance with CDC guidelines.

The City has researched many types of temperature scanners available on the market and determined that the most feasible option is the JXG-513 Standing Pole mounted Body Thermometer.

The City has only been able to locate 3 potential vendors from which to purchase this item 1) Staples - cost of $1,349.99 each; 2) Creative Star - $1,400 Cost per Unit; 3) Thermal Geek - $40.00 per unit

After review the City was unable to find any verifiable information on the company for Thermal Geek and the company as well as the price seems highly suspicious. The lowest available price is $1,349.99 per unit.

The City needs to purchase 26 units. The total price for 26 units is $35,099.74 (26 x$1,349.99). The recommendation is to purchase the units from Staples.

Goods/Equipment

Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation):

- ☐ Vendor survey/market survey
- ☐ Current or past contracts for the same or similar product
- ☐ Historical price and costs data
- ☒ Other (please specify source and attach supporting documentation): The quotes from 3 vendors is attached (Staples, Creative Stare, & Thermal Geek)

Services

Source Used to Develop Independent Estimate of Services (check all that apply and attach supporting documentation):

- ☐ Current or past contracts for similar services
- ☐ Other departments doing similar work
- ☐ Historical price and costs data
- ☒ Other (please specify source and attach supporting documentation): _____

PART IV ATTACHMENT CHECKLIST

The following required documentation is included as attachments to this Independent Estimate Determination (please check boxes to certify compliance with required documentation):

☐ **Scope of Proposal/Work and/or Specifications (as required by Part I, included in procurement file).**

☐ **For goods/equipment, documentation reflecting the following (as required by Part II):**

- Product needed
- Estimated quantity
- Markups-overhead-profits
- Unit price
- Desired delivery schedule
- Warranty

☐ **For services, documentation reflecting the following (as required by Part II):**

- Tasks you want done
- Types of people needed
- Positions required
- Estimated hours by position
- Salary/billing rates applied
- Prevailing wage rate category applied
- Profit/applied fee
- Direct expenses
- Completion schedule

☐ **Documentation reflecting the source used to develop the independent estimate (as required by Part III).**

☐ **If applicable, additional supporting documentation (e.g., explanation of the process and/or sources used or explanation of the estimate reached). Please provide a brief explanation of the additional documents:**

_____

_____

PART V
CERTIFICATIONS

I certify that I developed this independent estimate prior to receiving bids or proposals as required by 2 C.F.R. § 200.323. I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.

Tesa Wrobleski

Full Name of Individual Preparing Form

Tesa Wrobleski — 7/29/20

Signature — Date

REVIEWED:

Grants Accountant

Signature — Date

Ja'Nice Lockett

Purchasing Department

Ja'Nice Lockett — 7/29/20

Signature — Date

Staples

Ben Lothian
Ben.Lothian@staple.com
832.387.5049

Date 7/24/2020

Quote Valid 30 days

City of Galveston
Charles Kenworthy
Account #: 1833843

For Quote Assistance
Technologyhelp@Staples.com

For Customer Service
STSwestsupport@Staples.com

QTY	PART#	DESCRIPTION	UNIT PRICE	EXT. PRICE
26	JXG-513	**Artemis from Creative Star Solution** Non-Contact Wrist Temperature Detection Temperature Accuracy: ≤+0.1 C1 Person per scan (up to 3cm away) Accessories Included: LCD Display, Floor stand, and cables	$1,349.99	$35,099.74

Please note:

This product qualifies for free freight

This product in non returnable for other than defectiveness.

Total **$35,099.74**

Quote does not include tax and freight

Remittance address:
STAPLES TECHNOLOGY SOLUTIONS
P.O. Box 95230, Chicago, IL 60694-5230

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products. Seller will provide documentation of the foregoing when exercising this right. Seller will work with Buyer to identify alternative Products where possible.

Tesa Wrobleski

From:	Megan Pierce
Sent:	Wednesday, July 22, 2020 3:58 PM
To:	Tesa Wrobleski
Subject:	Fwd: Follow up from Artemis Thermal Scanner System
Attachments:	JXG-513 Temperature Scanner System Brochure.pdf; ATT00001.htm; Artemis Product Specs.pdf; ATT00002.htm

Begin forwarded message:

From: Daniela De Bem <Daniela@cssinco.com>
Date: July 21, 2020 at 9:24:02 PM CDT
To: Megan Pierce <MPierce@GalvestonTX.Gov>
Subject: [EXTERNAL] Follow up from Artemis Thermal Scanner System

Hello Megan,
Thank you for your interest in our Artemis Thermal Scanner system. Attached are our products details for your reference. Here is a link to
our webinar recording: https://www.youtube.com/watch?v=H9zDi4RW2NQ&feature=youtu.be

We sell our thermal scanners directly to customers and the JXG 513 costs $1,400 per unit and it comes with 12 months warranty and virtual tech support. The lead time is 5-6 weeks from the date we receive payment.
I am available for a phone or zoom call to go over any questions you may have.
Best regards,
Daniela

Daniela De Bem
Sr. Director of Global Development
805.284.2310
www.cssinco.com

CREATIVESTAR

JXG-513 Standing Pole-mounted Body Thermometer

Overview

JXG-513 is a non-contact temperature measuring instrument that measures wrist temperature. It provides abnormal alarm and counting features and is mounted on a pole with adjustable heights. JXG-513 can be widely applied in schools, office buildings, communities, subway stations, airports, etc.

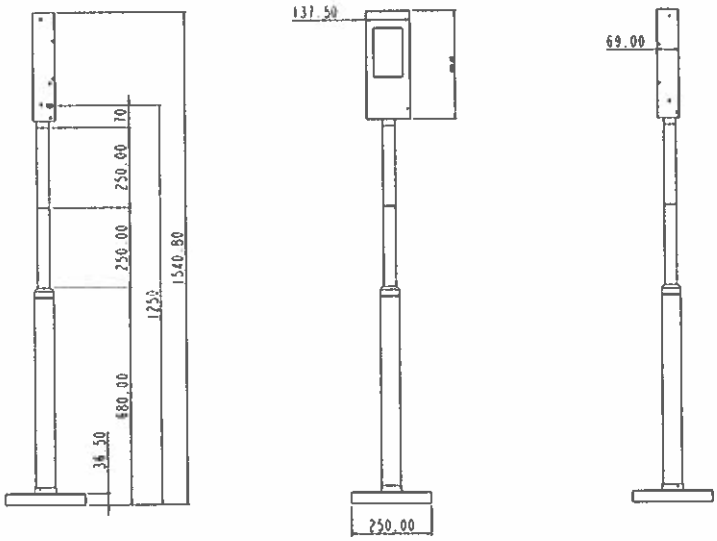
Features

- Non-contact measurement on the wrist, no cross infection.
- Real-time alarm, quick detection of abnormal temperatures.
- High accuracy, measurement deviation is less than or equal to 0.3℃, and measurement distance is between 1cm to 3cm
- Real-time display of measured temperatures, normal and abnormal temperature counts on LCD screen.
- Stainless steel bracket.
- Adjustable pole with two different heights.

Specification

Features Parameter	Description
Measurement area	Wrist
Measurement range	30°C to 45°C
Precision	0.1°C
Measurement deviation	≤±0.3°C
Measurement distance	1cm to 3cm
Display	7" touch screen
Alarm mode	Sound alarm
Counting	Alarm count, normal count (resettable)
Material	Stainless steel
Power supply	DC 12V±25% input
Dimensions	Temperature measurement module: 137.5mm (L) × 68.0mm (W) × 360.8mm (H)
	Bracket: 60mm (diameter) x 680mm (height)
	Pole: 38mm (diameter) x (250mm/500mm) (height)
Operating temperature	15°C to 30°C
Operating humidity	<95%, non-condensing
Application Situation	Indoor, windless environment

Dimensions



CreativeStar Solutions Inc.

1601 Trapelo Road Suite 260 Waltham, MA 02451

Email: info@cssinco.com
(617) 326-5308
https://www.cssinco.com

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City of Galveston

HUMAN RESOURCES DEPARTMENT
P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

DATE: August 13, 2020

TO: Honorable Mayor and Members of City Council

FROM: Kent Etienne, Jr. – Executive Director

RE: Discuss and Consider for ratification an one year Health Services Agreement between the City of Galveston and the University of Texas Medical Branch (UTMB), Authorizing COVID-19 lab and antibody testing for City employees and dependents (K. Etienne).

I. BACKGROUND

A. In accordance with local government code section 252.022, the City established an agreement with UTMB, providing for COVID-19 and antibody testing to ensure the health or safety of the municipality's residents and City workers.
B. On Thursday, July 16, 2020, the City facilitated an onsite COVID-19 testing initiative for all City employees.
C. Processes and procedures for lab based COVID-19 and antibody testing have been established to ensure continuation of services for City workers and dependents.

II. CURRENT SITUATION

A. The City seeks to maintain an arrangement with UTMB to collect, manage and transport all specimens to UTMB for testing by a UTMB lab facility.
B. To ensure City employees and family members are provided adequate and prompt access to COVID-19 lab and antibody testing during the coronavirus pandemic, it is imperative that the City provide access to such care.
C. City workers will continue to need immediate access to available resources and testing during the pandemic.

III. ISSUES

A. Whether to ratify the one (1) year agreement between the City of Galveston and UTMB, authorizing COVID-19 lab and antibody testing for City employees and dependents

IV. ALTERNATIVES IN ORDER OF PRIORITY

A. Alternative #1: Approve the recommendation.

B. Alternative #2: Take no action.

City of Galveston

HUMAN RESOURCES DEPARTMENT
P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

V. RECOMMENDATION

Concur with Alternative A: Ratify the one (1) year agreement between the City of Galveston and UTMB, authorizing COVID-19 lab and antibody testing for City employees and dependents.

VI. FISCAL NOTE

Cost:

COVID-19 PCR testing services requested by the City shall be reimbursed at $115/test.
COVID-19 Antibody testing services requested by the City shall be reimbursed at $62/test.

Health Services Agreement – COVID-19 Lab Testing

This Health Services Agreement – COVID-19 Lab Testing ("Agreement"), effective as of July 1, 2020 ("Effective Date"), is between City of Galveston ("Purchaser"), with its principal office at City Hall, 823 Rosenberg, Galveston, Texas 77550 and The University of Texas Medical Branch at Galveston d/b/a UTMB Health ("UTMB"), an institution of The University of Texas System, an agency of the state of Texas, on behalf of its UTMB Health System and/or UTMB Faculty Group Practice (either of which may be individually or collectively referenced as "UTMB Department"), with its principal place of business at 301 University Blvd., Galveston, TX, 77555-0419.

WHEREAS, UTMB, through its UTMB Department, provides health care services related COVID-19 lab testing;

WHEREAS, Purchaser currently requires COVID-19 lab testing services for as many of its 815 employees as may be possible; and

WHERAS, UTMB agrees to provide such services to Purchaser, and Purchaser agrees to accept such services from UTMB.

NOW THEREFORE, in consideration of the agreements contained herein, the Parties hereby covenant and agree as follows:

I. Responsibilities of UTMB

1. UTMB, through its UTMB Department, shall provide those health care services, as more fully described and/or listed in Exhibit One ("UTMB Services"), attached hereto and incorporated by reference.

2. UTMB warrants, currently and for the duration of this Agreement, that its employees have and will maintain all licenses, certifications and board authorization required to provide UTMB Services in accordance with the laws and regulations of the State of Texas, and all facilities are properly accredited and qualified to support such UTMB Services to the extent required by federal or state laws, rules and regulations.

3. UTMB shall submit claims to Purchaser for payment within sixty (60) days after providing UTMB Services, to the Claims Address specified in Exhibit One.

4. UTMB shall accept from Purchaser as payment in full the amount or rate specified in Exhibit One for each specific item or service under UTMB Services.

5. Using its own employees, UTMB shall collect, manage and transport all specimens to UTMB for testing by a UTMB lab facility. UTMB shall deliver test results of each person tested under this agreement to the Director of the Human Resources Department, City of Galveston. UTMB may also make results available to each person tested under this agreement.

II. Responsibilities of Purchaser

1. Purchaser shall arrange for any required consent of patients, and will provide a site at city locations for the collection of specimens to UTMB for testing by UTMB. The City location will be utilized for an initial period of testing by UTMB staff. The initial testing period will consist of

four successive days to occur within the two week period following execution of this agreement; the precise days and hours within that two week period will be mutually agreed between the parties. Tests conducted after this initial period will be performed by mutual agreement either at a City facility or a UTMB facilities located in the City of Galveston designated by UTMB; the parties will schedule periods within which employees of the City may be tested and the procedures to be utilized by the employee to schedule the test.

2. Purchaser agrees to remit payment to UTMB at the Payment Address, and in the amount and manner specified in Exhibit One.

III. Federal Compliance Clauses

1. CONFLICT OF INTEREST: A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C of the original request for proposal. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the contract packet.

2. PROPERTY TAX: The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City. By execution of this Contract, the parties agree that they do not owe the City property taxes that are delinquent.

3. NEPOTISM STATEMENT: By signing this agreement, Contractor agrees that no principal of the company is related by blood or marriage to any official or employee of the City of Galveston.

4. 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 contract in collusion with any other proposer, and that the contents of this contract as to prices, terms or conditions of said contract 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.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The undersigned certifies, by acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Contractor agrees that by submitting this contract that Contractor will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

6. NO GOVERMENTAL OBLIGATION TO THIRD PARTIES: The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

8. ACCESS TO RECORDS AND REPORTS: The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

9. EQUAL EMPLOYMENT OPPORTUNITY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, 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 setting forth the provisions of this nondiscrimination clause. 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 considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. 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. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

10. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:
    (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
    (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

12. LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

13. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(5) The Contractor, UTMB, certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

14. CLEAN AIR 42 U.S.C. § 7401 et seq.: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

15. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

16. CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

17. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

18. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS: By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

19. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

IV. Mutual Responsibilities and Agreements

1. The parties agree that the relationship between the parties of this Agreement is strictly that of independent contractors, and the parties have not entered into a joint venture, partnership or other entity in any capacity.

2. Each party shall obtain and maintain, at its own expense, policies of insurance for general business operations and professional negligence, or self-insurance as the case may be, for itself and its employees, agents and representatives. Pursuant to the authority of Chapter 59 of the Texas Education Code, UTMB will maintain during the term of this Agreement a self-funded program for professional liability coverage for UTMB Physicians in the amount of $500,000 per claim/$1.5 million in annual aggregate against any claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTMB Physicians. As an agency of the State of Texas, UTMB's liability for the tortious conduct of its agents and employees or for injuries caused by conditions of tangible state property is provided for by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108). Workers' Compensation Insurance coverage for employees of UTMB is provided under a self-insured, self-managed program as authorized by the provisions of Texas Labor Code, Chapter 503. Any applicable certificate or proof of insurance shall be made available upon request.

3. To the extent permitted by the laws and constitution of the state of Texas, UTMB shall defend, indemnify and hold Purchaser, its employees, representatives or agents harmless from and against any claims, liabilities, demands, causes of action, losses, damages, and expenses (including reasonable attorneys' fees) (collectively, "Claims") for bodily injury or death or property damage or loss to the extent arising out of or related to UTMB's breach of this Agreement or any act or omission of UTMB, its employees, representatives or agents in connection with or related to the performance of the UTMB Services or UTMB's other duties and obligations set forth in this Agreement (the "UTMB Indemnification Obligations"). To the extent permitted by the laws and constitution of the state of Texas, Purchaser shall defend, indemnify and hold UTMB, its employees, representatives or agents harmless from and against any Claims for bodily injury or death or property damage or loss to the extent arising out of or related to Purchaser's breach of this Agreement or any act or omission of Purchaser, its employees, representatives or agents in connection with or related to Purchaser's duties and obligations set forth in this Agreement (the "Purchaser's Indemnification Obligations" and, together with the UTMB Indemnification Obligations, the "Indemnification Obligations"). The Parties' respective Indemnification Obligations shall not be diminished in any regard if a Claim is caused in part by the concurrent or joint negligence, either active or passive, of UTMB and Purchaser; provided, however, that, in the event of joint or concurrent negligence or fault of UTMB and Purchaser, each Party's Indemnification Obligations shall be limited to the allocable share of such Party's joint or concurrent negligence or fault. The Indemnification Obligations shall survive after the termination of this Agreement, and all rights associated with the Indemnification Obligations shall inure to the benefit of the successors or assigns of Purchaser or UTMB, as applicable.

4. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY (NOR THE PARENT, ANY SUBSIDIARY OR AFFILIATE OF EITHER PARTY) SHALL BE LIABLE FOR ANY OTHER PARTY'S INDIRECT OR CONSEQUENTIAL LOSS OR

DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

5. The Term of this Agreement will be for one (1) year from the Effective Date, unless sooner terminated as provided herein. The Term may be extended by written mutual agreement of the parties.

6. Either party may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other party.

7. UTMB shall document and maintain all results and findings within the appropriate medical file/medical record management system for each individual's lab specimen tested by UTMB.

8. The parties agree that the laws of the state of Texas shall govern in any dispute concerning the rights of the parties, and that Texas shall be the proper venue for such dispute.

9. Exhibit One may be amended from time to time by mutual written agreement of the parties.

10. By entering into this Agreement, the Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations: (ii) the limitations on certain physician referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn); (iii) the Emergency Medical Treatment and Labor Act ("EMTALA") and (iv) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. Furthermore, each Party, to the extent required by state and federal law, agrees to protect and maintain the confidentiality and confidential status of their records, and shall comply with all applicable regulations, rules or orders of the United States (to include regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104 191 "HIPAA"), and as amended by the Health Information Technology for Economics and Clinical Health Act ("HITECH")) with respect to patient privacy, security and electronic transactions, and protected healthcare information with respect to the UTMB Services provided hereunder. In the event any Party to this Agreement, in consultation with counsel, develops a good faith concern that any provision of the Agreement or any activity of the other Party to this Agreement is in violation of any applicable federal, state or local laws or any regulation, order or policy issued under any such laws, such Party shall immediately notify the other Party, in writing, of such concern and the specific activities giving rise to such concern and the reasons therefor. If an agreement on a method for resolving such concern is not reached within ten (10) days of such written notice, the activities described in the notice will cease or be appropriately altered to resolve the concern.

11. All notices relating to this Agreement (not including payment of invoices) shall be deemed given when mailed, by certified or registered mail, postage prepaid, return receipt requested, or overnight courier, to the other Party at the address(es) set forth below or such other address(es) as may be given in writing from time to time.

    If to UTMB:

    The University of Texas Medical Branch at Galveston d/b/a UTMB Health

Attn: Chief Financial Officer, Office of the President
301 University Blvd., Route 0128
Galveston, TX, 77555-0128
Facsimile: 409-266-2005

The University of Texas Medical Branch at Galveston d/b/a UTMB Health
Attn: Senior Vice President & General Counsel
301 University Blvd., Route 0124
Galveston, TX, 77555-0124
Facsimile: 409-772-5064

If to Purchaser:

City of Galveston
Director
Department of Human Resources
City Hall
823 Rosenberg
Room 101
Galveston, TX 77550
409 797-3650

By signing below, the representatives affirm that they are authorized to bind their respective entities and enter into this Agreement.

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

By: _____
Cheryl A. Sadro, CPA. MSM
Chief Financial Officer

Date: _____

By: _____
Brian Maxwell
City Manager

Date: _____

Content Review: _____

EXHIBIT ONE

UTMB Services and Reimbursement:

Laboratory Services:

Covid 19 PCR testing services requested by Purchaser shall be reimbursed at $115/test. (Codes U0002, U0004 or successor Covid 19 PCR testing codes as identified by CMS).

Covid 19 Antibody testing services requested by Purchaser shall be reimbursed at $62/test. (Code 86769 or successor Covid 19 Antibody testing as identified by CMS).

The above costs include collection and transport of the samples as well as the communication of test results to the patient and to the City.

Purchaser

Claims shall be paid within thirty (30) days of billing in accordance with the provisions of the Prompt Pay Act

Billing Address:

City of Galveston
Director
Department of Human Resources
City Hall
823 Rosenberg
Room 101
Galveston, TX 77550
409 797-3650

Payment Address:
UTMB Dept 730 Agency
P.O. Box 660120
Dallas, TX 75266-0120

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - JULY 23, 2020

7/23/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
   With a quorum present, the workshop was called to order at 9:00 a.m.

2. ROLL CALL
   Present: 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 5B, 7C, 8F, 8Q, 8V, 8W, 8Y, 8DD, and 9A were clarified by staff.

3.B. Discussion Of The FY2021 Budget And Tax Rate (M. Loftin - 1 Hour)
Assistant City Manager Mike Loftin presented the FY2021 Proposed Budget and FY2021-2025 Capital Improvement Plan. Major FY2021 budget items include: (1) the property tax rate is likely to drop one-half to one cent to stay under 3.5% revenue increase cap; (2) there is no change proposed for water and sewer rates; (3) Collective Bargaining pay increases for police ($673K) and fire ($516K); (4) COPS grant funding phaseout ($316K); (5) Reduction of six positions overall (869 to 863); General Fund down 11.75 positions; (7) Contingency for civilian Cost of Living Adjustment and benefits ($279K General Fund); and (8) Major operating funds are all budgeted to end FY 2021 with at least 90 days of maintenance and operating cost in fund balance. Major operating revenue assumptions include: (1) Recovery from national and local job loss will take two years; (2) Loss of $600M in property value to protests; Proposed Budget includes estimated property tax amounts including rate of $0.574707, one-half cent ($.005178) less; (3) Sales tax: FY 2020 finish is worst in thirty years at $15.5M; FY 2021 recovers at rate assumed by local economists and is $16.3M (would have been $18.1M); (4) Closing TIRZs provides $1.3M, replaces over half of sales tax lost to downturn ($1.8M); (5) Effect of COVID-19, estimated at $7.5M in FY 2020 now estimated at $3.4M loss; and (6) COVID-19 grants: $7.5M. FY21-25 CIP assumptions include: (1) Capital Budget for FY 2021 includes $69.55M in projects; Five year total is $260M; (2) Water ($85M), Drainage ($69.5M), Sewer ($58.2M) an Streets ($32.8M) are largest programs; (3) Projects in May 2017 Bond election will be underway in FY 2022; (4) Water and sewer revenue supported certificate of obligation sale needed by summer, 2021 - $45M; (5) Annual commitment to pay GCWA $3M for debt service ends in FY 2022; and (6) Major overhaul of Harborside/Port drainage system in FY 2024-25 would require bond election. The General Fund FY17-21 comparables include: (1) $8.87M in FY 2021 revenue, $8.52M of which was sales and property tax revenue; (2) Police and fire pensions, police department and fire department salaries grew $5.6M (including additional police officers); (3) CBA: Police pay up 24% and Fire up 21% since 2015 using 2015 pay scale and FY 2021 staffing; Inflation has been 6.1% in same period per Bureau of Labor statistics; (4) Infrastructure set aside grew $2.27M; (5) Health benefits cost grew $1.38M; (6) All other salaries grew $242,000; and (7) Everything else in General Fund: Reduced $661,000. General Fund strategies include: (1) Build budget one year at a time: Multiyear planning and keeping an eye on the prize; (2) $2.5M recurring revenue from closing TIRZs (11,12, and 14); one-time share of TIRZ 11 ($2.2M) used for pension reform, $1M remaining in special fund; (3) $1M cuts in FY 2019 to help pay major settlement: Had to be kept in place in FY 2020 to cover Health Benefits and again in FY 2021 because of pandemic: (4) Public safety salaries and pensions addressed over several years; (5) Infrastructure set aside mandated by charter, one percent a year beginning in FY 2013 to get to 8 percent in FY 2020; (6) Budget reductions made

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strategically, using management and business analysis to discern best targets for cuts and transitioned to new ways of conducting city business; (7) Keep administrative costs down – 3.6% of total citywide operating budget. Option 2 of the Budget Schedule will be used for discussion and adoption of the budget and tax rate.

3.C. Receive And Discuss An Update On Galveston Police Department's Policy Review (V. Hale - 30 Minutes)

Police Chief Vernon Hale provided an update on GPD's policy review. He reported on the following: (1) PD staff has completed reviewing every policy, he is in the process of reviewing the same, Legal should be receiving some of the policies soon, and LexiPol will provide their review by August 14th; and (2) he recommends using the online Public Comment form for citizens to submit their comments within 10 days, and PD will compile and provide to City Council. Chief Hale will provide an overview of changes to the policy at the August 27th meeting.

3.D. Dual Report Port2020-2 Audit Of Purchasing Controls And Port2020-3 Audit Of Contract Management (Brown - 15 Minutes)

City Auditor Glenn Bulgherini and Port of Galveston representative Laura Camcioglu reported on the Port2020-2 Audit of Purchasing Controls and Port2020-3 Audit of Contract Management. The Port's procurement policy is on the July 28th Wharves Board agenda for discussion.

3.E. Discussion Of The Arts & Historic Preservation Allocation Process (Collins/Brown - 10 Minutes)

CM Collins reported that the current ordinance is not clear on how allocations will be reduced in the event HOT collections are under the budgeted amount. He suggested that Council look at two questions - (1) Should we bring HOT management back into the City's Finance Department; and (2) should Council set a percentage figure for the Arts & Historic Preservation Advisory Board to work with and make recommendations? He also recommended a one-year suspension of the rule that requires entities to spend allocations in the same year. That way, when entities open back up they will have the FY2020 and FY2021 allocations to spend. CM Collins will bring these items to the Park Board and Arts & Historic Board for their recommendations, and will bring back to City Council in August.

3.F. Report Of City Council's Park Board Representative (Collins/Brown - 10 Minutes)

CM Collins reported that demolition of the Seawolf Park Pavilion will begin on August 3rd and 4th. He reported that the Park Board has been in negotiations with the Cavalla Historical Foundation and an agreement has been reached on opening the gate at Seawolf Park again. This item will be on this week's Park Board agenda for consideration.

4. ADJOURNMENT

City Manager Brian Maxwell provided an update on possible Tropical Storm Hanna.

The workshop was adjourned at 11:02 a.m.

Janelle Williams, City Secretary
Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - JULY 23, 2020

7/23/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
   With a quorum present, the meeting was called to order at 1:19 p.m.

2. ROLL CALL
   Present: Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

3. CONFLICTS OF INTEREST
   None.

4. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

4.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
1. Expressions of thanks, gratitude, and condolences - **MPT Brown and City Manager Brian Maxwell expressed condolences to the family of Connie O'Rourke.**

2. Information regarding holiday schedules

3. Recognition of individuals

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

5. PUBLIC HEARINGS

5.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1307 Church - Avenue F And Legally Described As The M.B. Menard Survey, West ½ Of Lot 6 (6-2), Block 373, In The City And County Of Galveston, Texas As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 20LC-049; , Making Various Findings And Provisions Related To The Subject. (K. White)
Ordinance No. 20-043 was read by caption. Karen White provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by MPT Brown, second by CM Hardcastle, to approve the designation. Unanimously approved.

5.B. Planned Unit Development (PUD) Overlay Zoning District - 5228 Broadway / Avenue J, 5100 Sealy, Avenue I And 5215 Winne / Avenue G

Consider for Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Commercial, (C) Base Zoning District With Broadway Design Standards For A "Multi-Family Residential" Complex To Allow Deviations From The Land Development Regulation Requirements For Right-Of-Way Width, Parking Space Requirement, Maximum Height And Broadway Design Standard Requirements, On The Property Commonly Known

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As 5228 Broadway / Avenue J, 5100 Sealy, Avenue I And 5215 Winnie / Avenue G And Which Is Legally Described As M.B. Menard Survey (0-0), Block 232 And The South ½ Of Adjacent Avenue I; M.B. Menard Survey (0-0), Block 291, 292, And Adjacent Streets; M.B. Menard Survey (0-0), Block 351 And Part Of Adjacent Avenue H And 52nd Street; And M.B. Menard Survey (0-0), Block 352 And Part Of Adjacent Avenue H And 52nd Street, In The City And County Of Galveston, Texas; Planning Case Number 20P-020; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (C. Gorman)

Ordinance No. 20-044 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 MPT Brown, second by CM Listowski, to approve the PUD. Unanimously approved.

6. PUBLIC COMMENT
Two public comments were received - (1) Charlotte O'Rourke - related to the Port of Galveston's 2019 CAFR and Port Meetings; and (2) Lisa Manuel - asking Council to please open Diamond Beach on weekends.

7. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

7.A. Emergency Orders

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

Ordinance No. 20-045 was read by caption. Motion was made by MPT Brown, second by CM Cole, to approve the ordinance, with the addition of an amendment to the Order Prohibiting Mass Gatherings over 500 people to exempt education institutions and places of worship. The motion passed 5-1; CM Hardcastle voted against the motion.

7.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Relating To The Collection Of Alcohol License Tax Imposed On The City; Providing For A Payment Plan For The Payment Of The Annual Tax Until August 31, 2021; Establishing Eligibility For Participation In The Payment Program; Providing For Management Of The Payment Program By The City Manager Or His Designee; Making Various Findings And Provisions Related To The Subject (M. Loftin)
Ordinance No. 20-046 was read by caption. Motion was made by CM Cole, second by CM Collins, to approve the ordinance. Unanimously approved.

7.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 37, "Wreckers, Tow And Storage Facility", By Amending Chapter 37 To Amend Regulations, Standards, And Definitions; And To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties And Fees As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date.
Ordinance No. 20-047 was read by caption. Motion was made by CM Collins, second by CM Listowski, to approve the ordinance. Unanimously approved.

8. CONSENT ITEMS

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

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Motion was made by MPT Brown, second by CM Hardcastle to approve Consent Items 8A, and 8C through 8FF. Unanimously approved.

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

8.B. Consider For Approval Of Dual Report Port2020-2 Audit Of Purchasing Controls And Port2020-3 Audit Of Contract Management. (G. Bulgherini)
Motion as made by MPT Brown, second by CM Collins, to accept the report and have the Auditor convey the City Council's desire to the Wharves Board that they adopt the Contract Monitoring System recommended by the Auditor and give him quarterly reports regarding its implementation. Unanimously approved.

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

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

8.E. Consider For Approval A Memorandum Of Understanding Between The City Of Galveston And Galveston College, Authorizing City Employees To Access Training Courses Through The GCPRO Virtual Training Center (K. Etienne).

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

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

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

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

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

8.K. Consider For Approval The Authorization To Purchase Thirty Panasonic Toughbook Laptops And 52 Cradlepoint Routers From Turn-Key Mobile Utilizing Texas DIR TSO-4025 For A Total Cost Not To Exceed $202,808 (H. Dean).

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

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

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

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

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

8.Q. Consider For Approval Of A Proposal From CenterPoint Energy As A Sole Source Provider For The Installation Of New, Decorative Streetlights As Part Of The 27th Street Improvements Phase III From Broadway To Market Project In The Amount Of $131,679.00. (D. Anderson)

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

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

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

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

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

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

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

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

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

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McLeod)

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

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

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

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

8.EE. Receive And File The Following Items:

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

9. ACTION ITEMS

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

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

Arts & Historic Preservation Board - Motion was made by CM Collins, second by MPT Brown, to appoint Jan Collier. Unanimously approved.

Industrial Development Corporation - Motion was made by MPT Brown, second by CM Collins, to appoint Dr. Cole. Unanimously approved.

10. ADJOURNMENT
The meeting was adjourned at 2:38 p.m.

Janelle Williams, City Secretary
Date Approved:

DRAFT

GOVERNOR GREG ABBOTT

July 27, 2020

The Honorable James D. Yarbrough
Mayor
City of Galveston
823 Rosenberg Street
Galveston, Texas 77550-2103

Dear Mayor Yarbrough:

Thank you for taking the time to contact the Office of the Governor regarding your political subdivision's upcoming election.

The Office of the Governor will not be authorizing your political subdivision to order a special election as an emergency election under Section 41.0011 of the Texas Election Code.

Please let us know whenever we may be of service in the future.

Sincerely,

Dede Keith

Dede Keith
Deputy Director
Constituent Communication Division
Office of the Governor

DK:ack

Sign-on Letter to President Trump on Direct Fiscal Assistance

Signed-On: 276
Respond By: Thursday, Aug 6, 2020 5:00 PM EDT

August 5, 2020

The Honorable Donald J. Trump

President of the United States

The White House

Dear President Trump:

The United States Conference of Mayors – and the more than 1,400 cities it represents – is grateful for the actions the Administration and Congress have taken over the last several months to respond to COVID-19. We are also pleased that you recognize more must be done to address the ongoing public health pandemic and spur an economic recovery.

This public health crisis continues to have devastating effects on communities across the country. As discussions advance on the next pandemic response package, and as cases continue to surge across the nation, we urge you to make support for American cities a top priority.

Today we are writing to request $250 billion in direct, flexible emergency assistance to cities of all sizes in the COVID response and recovery bill currently under negotiation, and to convey the great urgency of need in American cities.

From the start, cities have been on the front lines of the fight against this disease, coordinating local responses and devoting significant resources to help keep people safe. At the same time, as economies shut down, cities have experienced a precipitous decline in tax revenue – the full impact of which economists expect to grow. Together, these dynamics have decimated city budgets in cities large and small.

These budget gaps are a direct result of this pandemic, and they are forcing painful decisions, including layoffs, furloughs, and cuts to essential government services when our residents need them the most. The situation is threatening public safety and costing people jobs. Data from the U.S. Department of Labor shows that close to 1.5 million Americans who work in state and local government have entered unemployment since the pandemic began.

U.S. Department of Labor shows that close to 1.5 million Americans who work in state and local government have entered unemployment since the pandemic began.

As you continue to look for ways to support small businesses and the unemployed, we implore you not to leave cities behind. While $150 billion was set aside for state and local governments in the CARES Act, the 500,000-resident population threshold included in the law resulted in only 38 American cities qualifying for any direct assistance. Cities that did receive that direct federal aid were not allowed to use those resources to mitigate the shortfalls in their local budgets.

To date, most American cities have received no direct assistance at all. That is why we have asked that cities of all sizes be eligible for federal aid, and that it be flexible enough to support the individual budget needs of cities. It is also important to appreciate that these budget shortfalls are not a blue state or a red state challenge. The virus knows no geographic boundaries or party affiliation, and there are budget crises in every state and in cities big and small.

All of us want to rebound from this pandemic as quickly as possible. But we cannot have a strong recovery without strong cities. We know from past crises that a failure to support cities will drag on the nation's economic growth. Federal Reserve Chairman Jerome Powell testified to Congress earlier this year that a failure to support cities in the wake of the 2008 financial crisis created a situation in which "local government layoffs and lack of hiring did weigh on economic growth."

This is a once-in-a-lifetime crisis that requires a strong local-federal partnership. We have been proud to support the recovery on the ground in American cities and ask that you support cities as we work together to overcome the devastation caused by this ongoing pandemic.

Sincerely,

Greg Fischer

President

Mayor of Louisville, KY

Nan Whaley

Vice President

Mayor of Dayton, OH

Francis X. Suarez

Second Vice President

Mayor of Miami, FL

Maria Davila
South Gate, CA

Peggy Lemons
Paramount, CA

John Suthers
Colorado Springs, CO

Randall Woodfin
Birmingham, AL

Patricia M. Randall
Portage, MI

Lee Brand
Fresno, CA

Drew Boyles
El Segundo, CA

John W. Byrne
Fuquay-Varina, NC

Ian Baltutis
Burlington, NC

Richard G. Sears
Holly Springs, NC

David Watts
Herriman, UT

Wayne M. Messam
Miramar, FL

Michael Cinquanti
Amsterdam, NY

Sharon Weston Broome
Baton Rouge, LA

Michael D. Quill
Auburn, NY

Craig Brown
Galveston, TX

City of Galveston

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

August 13, 2020

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

From: Michael W. Loftin, Assistant City Manager for Finance

RE: Consider a motion calling a public hearing on September 10, 2019 on the FY 2021 Proposed Budget as required by State law.

I. <u>Background</u>

A. Chapter 102 of the Local Government Code sets forth procedural and publication requirements for the city Budget including those listed here.

1. Section 102.001(b): The City Manager serves as the budget officer for the city.
2. Section 102.003(b): "The budget must contain a complete financial statement of the municipality that shows:
   a. The outstanding obligations of the municipality;
   b. the cash on hand to the credit of each fund;
   c. the funds received from all sources during the preceding year;
   d. the funds available from all sources during the ensuing year;
   e. the estimated revenue available to cover the proposed budget; and
   f. the estimated tax rate required to cover the proposed budget."
3. A public hearing on the budget must be called at least fifteen calendar days after the date the proposed budget is filed with the City Secretary (Section 102.006(b). This public hearing must be advertised between at least ten days, but not more than 30 days prior to the public hearing.
4. The adopted budget must be accessible on the city's web page.
5. A very specific statement must be placed in the advertisement and on the cover page of the budget document (not the cover itself) as outlined in the next section here.
6. Section 102.009(b) provides," After final approval of the budget, the governing body may spend municipal funds only in strict compliance with the budget, except in an emergency."
7. Section 102.010, the law states:" This chapter does not prevent the governing body of the municipality from making changes in the budget for municipal purposes."
8. Section 102.011 provides, "If a municipality has already adopted charter provisions that require the preparation of an annual budget covering all municipal expenditures and if the municipality conducts a public hearing on the budget as provided by Section 102.006 and otherwise complies with the provisions of this chapter relating to property tax increases, the charter provisions control."
9. Section 102.007 provides for the adoption of the budget as follows:
   a) "At the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget. A vote to adopt the budget must be a record vote.
   (b) The governing body may make any changes in the budget that it considers warranted by the law or by the best interest of the municipal taxpayers.
   (c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and

separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law."

B. The City Charter includes provisions under Article VII for Finance that cover the budget as well.
   1. Section 5 - The city's fiscal year begins October 1 and ends September 30.
   2. Section 6 – "At least forty-five (45) days prior to the beginning of each fiscal year the City Manager shall submit to the Council a proposed budget, which shall include:
      (a) The anticipated revenues and the proposed expenditures for the year, in detail;
      (b) A statement of all capital projects proposed to be undertaken during the year, and the method of their financing;
      (c) A statement of the capital projects planned for the next succeeding five (5) fiscal years, with estimates of their costs. The budget shall be accompanied by a report from the City Manager, with supporting schedules and exhibits, setting forth a complete financial plan for operation of the City during the coming fiscal year, with suitable explanation of any major changes in the cost of operation or the financial policy."
   3. Section 8 - "After the public hearing thereon the Council shall approve and adopt the budget by the second regularly scheduled Council meeting in September, either in the same form as submitted by the City Manager or with such changes as the Council may find to be necessary or desirable. No budget shall be adopted or appropriation made unless the anticipated revenues for the fiscal year equal or exceed the authorized expenditures. The adoption of the budget shall require a favorable vote of at least a majority of all the members of the Council. In the event the budget has not been adopted by the beginning of the fiscal year, the latest budget proposed by the City Manager shall take and remain in effect until the budget is finally adopted by the Council."

II. **Current Situation**

A. The language that was included in the hearings advertisement and in the Proposed Budget itself in eighteen-font type as required by Section 102.005 State law is as follows:
"This budget will raise more total property taxes than last year's budget by $2,924,400 which is a 7.66 percent increase, and of that amount $632,200 is tax revenue to be raised from new property added to the tax roll this year."
The Proposed Budget went on to add:
"New property (construction) is estimated to represent $110 million in taxable value and the property tax rate is estimatedto be $0.573707."

B. The rate CIty Council is expected to approve on the August 13, 2020 agenda along with this agenda is $0.56 which is 1.9885 cents less than the Voter Approved Rate. The rate, if approved, would raise $3,156,000 more than last year. So the cover page of the FY 2021 Proposed Budget will have been revised so that the aforementioned language will read:

"*This budget will raise more total property taxes than last year's budget by $3,156,000 which is a 8.95 percent increase, and of that amount $626,000 is tax revenue to be raised from new property added to the tax roll this year."*

This language will also go in the newspaper advertisement announcing the public hearing.

C. The Budget provides for pay adjustments for all city employees including those agreed to for collective bargaining purposes for police and fire, no increase in water and sewer rates, continuation of the CIP with an emphasis on streets, drainage, water and sewer projects, and an overall reduction in the number city employees.

D. Two record votes will be required by City Council to adopt the Budget in September since the Budget includes an increase in property tax revenue. The first will be to adopt the budget itself. The second motion will be "to ratify the property tax increase reflected in the budget." (Section 102.007(c) of State law).

THIRD PAGE NO LETTERHEAD

City of Galveston

OFFICE OF THE CITY MANAGER

PO Box 779| Galveston, TX 77553-0779
www.citymanager@galvestontx.gov |409-797-3520

FY 2021 PROPOSED BUDGET AND CIP
SCHEDULE OF KEY DATES

Discussion

There are multiple time constraints in finalizing the schedule for public hearings and approval of tax rates and the Budget and CIP. Suffice it to say that either schedule will satisfy those constraints and provide sufficient time for waiting and publication periods to occur

- Proposed Budget and CIP presented July 17th and discussed in July 23rd Council (Workshop)

- August 13th Council workshop and regular agenda items:

  Discuss Proposed Budget and CIP (Workshop item)

  Approve a Proposed Property Tax Rate for publication and hearings purposes and set a public hearing for September 10th on the Proposed Property Tax Rate. (Regular Agenda)

  Set a public hearing on the Budget on September 10th. (Regular Agenda)

- August 27th Council workshop agenda:

  Discuss Proposed Budget, CIP and Property Tax Rate

- September 10th:

  Hold public hearings on budget (Regular Agenda)

  Consider action on the Proposed Budget at the conclusion of the public hearing. (Regular Agenda)

  Consider action on the Proposed CIP (Regular Agenda)

- September 17th Council meeting:

  Adopt Budget (Regular Agenda)

  Adopt CIP (Regular Agenda)

  Adopt property tax rate (Regular Agenda)

City of Galveston

FINANCE DEPARTMENT

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

August 13, 2020

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

RE: Consider a motion to propose a property tax rate of $0.56 per $100 of taxable value for 2020 and call a public hearing on September 10, 2020.

I. <u>Background</u>

A. In accordance with State law, the Galveston County Tax Assessor-Collector (TAC), acting as the City of Galveston's TAC received the City's 2020 tax roll as certified by the Chief Appraiser for Galveston County. The TAC provided the Tax Rate calculation for the 2020 tax roll (see attached) using the information from the Galveston County Appraisal District (CAD).

B. **The Proposed Rate of $0.56 per $100 of taxable value is 1.9885 less than last year's rate of $0.579885**.

C. Several changes approved by the State legislature in 2019 take effect with this tax rate setting cycle. This includes the change in the name of the "Effective Tax Rate" now being called the "No New Revenue Rate." This rate, if used by the taxing jurisdiction would result in new revenue only from new construction. Also, the old "Rollback Rate" is now called the "Voter Approval Rate." Voter approval is not a new step if the "rollback" or "Voter Approval Rate" is exceeded. That has always been the case. What is new is that allowable natural growth in the tax roll not counting new construction is now 3.5 percent and not 8 percent. And November has been established as the election date for any finally adopted rate that is higher than the Voter Approval Rate. In such an election, if the tax rate is rejected by the voters, the rate drops all the way to the No New Revenue Tax rate.

D. The calculation of the two rates is still a complex exercise (see attachment) using information from the CAD (see Certified Roll from the CAD), the State Comptroller (sales tax revenue totals), the TAC's office (refunds, collection percentages and debt service collection results) and the City's records (debt to be retired with property taxes).

E. The City's choice, once the calculation is received, is to propose a rate that can be considered by taxpayers prior to final adoption by the City Council. The final adoption date is now planned to be September 17th. A public hearing on the proposed tax rate will be held on September 10th, seven days before the scheduled date for final adoption.

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

F. The Proposed Budget should support the rate initially proposed by the City Council and should reflect the final rate adopted by the City Council. The Proposed Budget was presented on July 17th, prior to receiving the certified roll from the CAD and the TAC. Accordingly, adjustments to the Proposed Budget will be necessary once the Proposed Tax Rate is approved for review, publication and consideration. Also, the Budget must be approved prior to final adoption of the tax rate and should serve as the basis for the rate adopted.

G. The applicable numbers from this year's Tax Rate Calculation are as follows:

2020 Certified Assessed Value	$10,088,009,637
2020 Certified Taxable Value (TV)	$6,944,038,009
2020 Taxable Value Still Under ARB Review*	$ 468,486,703
2020 Estimated Final Taxable Value	$7,342,251,797
2020 New Property Taxable Value	$ 111,776,851
No New Revenue Tax Rate	$0.535631 per $100 TV
Voter Approval Rate	$0.563158 per $100 TV
Proposed Rate for Tax Year 2020	**$0.56 per $100 TV**

*Note: ARB is the Appraisal Review Board.

H. The initial roll, prior to taxpayer hearings and CAD adjustments resulting from those hearings was approximately $7.79 billion. Of this amount, approximately $3.6 billion went through the hearings process as a result of taxpayer appeals. The Proposed Budget was based on an estimated reduction of $600 million in preliminary value to the appeals process. The final result was approximately $453 million, resulting in a total roll ($7.34 billion) that is $664 million higher was used in the Proposed Budget ($7.12 billion). The resulting change in the roll can be explained with the estimated table below.

City of Galveston Tax Roll Explained
Tax Year 2020 vs 2019

Description	Amount	Percent Chg.
2019 Tax Roll Total	$6,678,000,000	
2020 Tax Roll Total (Estimated)	$7,342,000,000	
Increase over Last Year	**$664,000,000**	**9.9%**
Allowable Growth in Value	$234,000,000	3.5%
Value Lost to Cap (Rate Reduction of 1.67 cents)	$192,000,000	2.9%
New Construction in 2020	$112,000,000	1.7%
Growth in Freeze Account Values	$83,000,000	1.2%
Sales Tax Adjustment (Flat in 2020)	$34,000,000	0.5%
Net Other Adjustments	$9,000,000	0.1%
Total	**$664,000,000**	**9.9%**

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II. Current Situation

A. The Proposed Budget was based on $7.12 billion of taxable value and a total tax rate of $0.574707 which was projected to be the Voter Approved Tax Rate. The Certified Roll includes a larger amount of taxable value, $7.32 billion in taxable value, producing a lower Voter Approved Tax Rate, $0.563158.
B. The Proposed Budget included $38,197,800 in property tax revenue to be distributed in the General Fund, Debt Service Fund and the Rosenberg Library.
C. The higher amount of taxable value will produce $113,000 in additional revenue for the Library. This is because the City Charter requires the Library receive the revenue equivalent of $0.05 on the tax rate, regardless of what the overall tax rate turns out to be. The Library's total for FY 2021 is $3,438,900.
D. The Debt Service Fund is also slated to receive $118,600 in additional revenue should the debt service tax rate be approved to remain at the $0.525 level. This will produce $3,608,900 in total debt service taxes, and reduce the amount transferred from the Infrastructure and Debt Service Fund by $118,600 from $1,629,833 to $1,511,293.
E. The proposed rate of $0.56 will raise the same amount of property tax revenue anticipated in the FY 2021 Proposed General Fund Budget, $31,381,600.
F. The Maintenance and Operations rate is proposed at $0.5075, which includes the $0.05 rate that is allocated directly to the Library under the City Charter. This is 3.71 percent higher than last year's M&O rate.
G. The proposed rate of $0.56 exceeds the $0.535631 No New Revenues rate but is less than the Voter Approved rate of $0.563158.
H. The TAC will run the notice in the paper for the September 10th public hearing including the disclosures required by State law.
I. After City Council approves the proposed tax rate, the Proposed Budget will be updated to correspond with the changes identified here.

III. Issues

1. The FY 2021 Proposed Budget must be approved in its original or amended form prior to the adoption of the 2021 property tax rate.
2. State law calls for the final tax rate for 2020 to be adopted by City Council prior to September 30. If it is not adopted, State law calls for the council to ratify the No New Revenue tax rate ($0.535631) or last year's rate ($0.579885), whichever is less. In this case, that would be the No New Revenue tax rate.
3. The City affirmed its existing property tax exemptions on May 28th, abating a total of $4.5 million in property taxes this tax year including the tax freeze. (See chart below.)

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City of Galveston Property Tax Exemptions
2020 Tax Year: Using Certified Roll

IV. Recommendation

Approve the motion proposing a 2020 tax rate of $0.56 per $100 of taxable value and call a public hearing on this proposed rate on September 10, 2020.

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PROPERTY TAX REVENUE GROWTH
FY 2021 BUDGET ESTIMATE WITH CERTIFIED ROLL

By Fund	FY 2020	FY 2021 Proposed	FY 2021 Certified	Change from Proposed	Total Change
General Fund Operations	$28,984,200	$31,381,600	$31,381,600	$0	$2,397,400
General Fund TIRZ and MUD 30	$2,061,300	$1,058,100	$1,019,400	($38,700)	($1,041,900)
General Fund Subtotal	**$31,045,500**	**$32,439,700**	**$32,401,000**	**($38,700)**	**$1,355,500**
Rosenberg Library	$3,042,800	$3,325,900	$3,438,900	$113,000	$396,100
Debt Service Fund	$3,193,000	$3,490,300	$3,608,900	$118,600	$415,900
Total	**$37,281,300**	**$39,255,900**	**$39,448,800**	**$192,900**	**$2,167,500**

Budget Sections that will be amended:
Cover Page
Citywide Summary – Restate the net increase in property tax revenue.
Citywide Revenue Summary – Revise property tax section and citywide totals.
Special Revenue Fund Summary – Revise Infrastructure and Debt Service Fund expenditures and Library Special Revenue Fund revenue and expense.
General Fund Summary and Revenue Detail – Revise Narrative and revenue detail.
Debt Service Fund – Revise revenue detail
Citywide Revenue Detail – Revise detail for property taxes.

Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

July 27, 2020

Brian Maxwell, City Manager
City of Galveston
P. O. Box 779
Galveston, Texas 77553

Re: Certified Appraisal Roll, Anticipated
Collection Rate and Excess Debt (if applicable)

Dear Mr. Maxwell:

Enclosed please find the 2020 Certified Appraisal Roll that includes the total appraised, assessed and taxable values of all property within your jurisdiction. Additionally, please find on the page titled Effective Rate Assumption the total taxable value of new property.

As you know, Senate Bill 2 established new requirements. In addition to certifying an anticipated collection rate for 2020, I am required to certify excess debt collections if actual debt collections exceeded the adjusted debt figure used to establish the rate in 2019. If you are an entity with a tax ceiling, the value of those properties is not included in the calculation of the debt rate which could result in excess debt being collected. This figure, if any, will be used to lower the debt rate beginning this year.

With regard to the anticipated collection rate, it may not be lower than the lowest actual collection rate for any of the preceding three years. Therefore, after analysis of current and prior year tax levies, penalties and interest as of June 30, 2020, I, Cheryl E. Johnson, Tax Assessor Collector for Galveston County, do hereby certify the anticipated property tax collection rate for the 2020 tax year, as specified by Section 26.04(h) of the Texas Property Tax Code for City of Galveston to be 100%, actual collections from July 1, 2019 through June 30, 2020 to be 100% and excess debt collections, unadjusted for tax ceiling revenues, to be $515,621.

Respectfully submitted,

Cheryl E. Johnson

Cheryl E. Johnson, PCC

Enclosures

Land		Value			
Homesite:		323,034,978			
Non Homesite:		1,397,464,574			
Ag Market:		35,766,404			
Timber Market:		0	Total Land	(+)	1,756,265,956
Improvement		**Value**			
Homesite:		1,983,934,675			
Non Homesite:		6,002,650,935	Total Improvements	(+)	7,986,585,610
Non Real	**Count**	**Value**			
Personal Property:	2,375	554,554,347			
Mineral Property:	8	933,233			
Autos:	0	0	Total Non Real	(+)	555,487,580
			Market Value	=	10,298,339,146
Ag	**Non Exempt**	**Exempt**			
Total Productivity Market:	35,766,404	0			
Ag Use:	171,588	0	Productivity Loss	(-)	35,594,816
Timber Use:	0	0	Appraised Value	=	10,262,744,330
Productivity Loss:	35,594,816	0			
			Homestead Cap	(-)	174,734,693
			Assessed Value	=	10,088,009,637
			Total Exemptions Amount (Breakdown on Next Page)	(-)	3,143,971,538
			Net Taxable	=	6,944,038,099

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	71,032,563	50,394,707	175,225.69	181,448.45	435			
DPS	2,247,852	1,786,282	4,965.70	4,965.70	13			
OV65	1,021,338,178	741,846,435	2,895,844.17	2,940,279.34	4,195			
Total	1,094,618,593	794,027,424	3,076,035.56	3,126,693.49	4,643	Freeze Taxable	(-)	794,027,424
Tax Rate	0.579885							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
DP	315,390	232,312	219,838	12,474	2			
OV65	7,362,403	5,559,922	4,617,891	942,031	22			
Total	7,677,793	5,792,234	4,837,729	954,505	24	Transfer Adjustment	(-)	954,505
						Freeze Adjusted Taxable	=	6,149,056,170

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
38,733,489.93 = 6,149,056,170 * (0.579885 / 100) + 3,076,035.56

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	450	4,328,400	0	4,328,400
DPS	13	0	0	0
DV1	51	0	465,000	465,000
DV1S	3	0	15,000	15,000
DV2	39	0	414,000	414,000
DV3	40	0	450,000	450,000
DV4	64	0	756,090	756,090
DV4S	11	0	132,000	132,000
DVHS	104	0	22,693,672	22,693,672
DVHSS	5	0	767,634	767,634
EX-XD	4	0	495,470	495,470
EX-XD (Prorated)	1	0	97,234	97,234
EX-XG	10	0	2,022,610	2,022,610
EX-XJ	1	0	453,110	453,110
EX-XV	1,399	0	2,599,459,196	2,599,459,196
EX-XV (Prorated)	21	0	831,510	831,510
EX366	51	0	14,692	14,692
FR	4	17,404,472	0	17,404,472
HS	9,233	418,067,984	0	418,067,984
HT	62	7,137,441	0	7,137,441
OV65	4,536	66,978,978	0	66,978,978
OV65S	35	525,000	0	525,000
PC	7	462,045	0	462,045
	Totals	**514,904,320**	**2,629,067,218**	**3,143,971,538**

Land		Value			
Homesite:		10,695,430			
Non Homesite:		57,439,720			
Ag Market:		64,630			
Timber Market:		0	Total Land	(+)	68,199,780
Improvement		**Value**			
Homesite:		74,447,270			
Non Homesite:		342,398,593	Total Improvements	(+)	416,845,863
Non Real	**Count**	**Value**			
Personal Property:	165	12,745,270			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	12,745,270
			Market Value	=	497,790,913
Ag	**Non Exempt**	**Exempt**			
Total Productivity Market:	64,630	0			
Ag Use:	300	0	Productivity Loss	(-)	64,330
Timber Use:	0	0	Appraised Value	=	497,726,583
Productivity Loss:	64,330	0			
			Homestead Cap	(-)	12,446,995
			Assessed Value	=	485,279,588
			Total Exemptions Amount (Breakdown on Next Page)	(-)	16,792,885
			Net Taxable	=	468,486,703

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	2,694,803	2,015,844	7,245.26	7,245.26	14			
OV65	25,390,641	18,556,687	71,040.47	71,121.18	109			
Total	28,085,444	20,572,531	78,285.73	78,366.44	123	Freeze Taxable	(-)	20,572,531
Tax Rate	0.579885							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	2,279,410	1,778,528	1,359,200	419,328	3			
Total	2,279,410	1,778,528	1,359,200	419,328	3	Transfer Adjustment	(-)	419,328
						Freeze Adjusted Taxable	=	447,494,844

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
2,673,241.21 = 447,494,844 * (0.579885 / 100) + 78,285.73

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	14	140,000	0	140,000
DV1	3	0	36,000	36,000
DV2	2	0	19,500	19,500
DV3	1	0	12,000	12,000
DV4	2	0	24,000	24,000
DV4S	1	0	12,000	12,000
EX366	19	0	4,870	4,870
HS	322	14,401,915	0	14,401,915
HT	2	102,600	0	102,600
OV65	135	2,025,000	0	2,025,000
OV65S	1	15,000	0	15,000
	Totals	**16,684,515**	**108,370**	**16,792,885**

Land		Value			
Homesite:		333,730,408			
Non Homesite:		1,454,904,294			
Ag Market:		35,831,034			
Timber Market:		0	Total Land	(+)	1,824,465,736
Improvement		**Value**			
Homesite:		2,058,381,945			
Non Homesite:		6,345,049,528	Total Improvements	(+)	8,403,431,473
Non Real	**Count**	**Value**			
Personal Property:	2,540	567,299,617			
Mineral Property:	8	933,233			
Autos:	0	0	Total Non Real	(+)	568,232,850
			Market Value	=	10,796,130,059
Ag	**Non Exempt**	**Exempt**			
Total Productivity Market:	35,831,034	0			
Ag Use:	171,888	0	Productivity Loss	(-)	35,659,146
Timber Use:	0	0	Appraised Value	=	10,760,470,913
Productivity Loss:	35,659,146	0			
			Homestead Cap	(-)	187,181,688
			Assessed Value	=	10,573,289,225
			Total Exemptions Amount (Breakdown on Next Page)	(-)	3,160,764,423
			Net Taxable	=	7,412,524,802

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	73,727,366	52,410,551	182,470.95	188,693.71	449			
DPS	2,247,852	1,786,282	4,965.70	4,965.70	13			
OV65	1,046,728,819	760,403,122	2,966,884.64	3,011,400.52	4,304			
Total	1,122,704,037	814,599,955	3,154,321.29	3,205,059.93	4,766	Freeze Taxable	(-)	814,599,955
Tax Rate	0.579885							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
DP	315,390	232,312	219,838	12,474	2			
OV65	9,641,813	7,338,450	5,977,091	1,361,359	25			
Total	9,957,203	7,570,762	6,196,929	1,373,833	27	Transfer Adjustment	(-)	1,373,833
						Freeze Adjusted Taxable	=	6,596,551,014

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
41,406,731.14 = 6,596,551,014 * (0.579885 / 100) + 3,154,321.29

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	464	4,468,400	0	4,468,400
DPS	13	0	0	0
DV1	54	0	501,000	501,000
DV1S	3	0	15,000	15,000
DV2	41	0	433,500	433,500
DV3	41	0	462,000	462,000
DV4	66	0	780,090	780,090
DV4S	12	0	144,000	144,000
DVHS	104	0	22,693,672	22,693,672
DVHSS	5	0	767,634	767,634
EX-XD	4	0	495,470	495,470
EX-XD (Prorated)	1	0	97,234	97,234
EX-XG	10	0	2,022,610	2,022,610
EX-XJ	1	0	453,110	453,110
EX-XV	1,399	0	2,599,459,196	2,599,459,196
EX-XV (Prorated)	21	0	831,510	831,510
EX366	70	0	19,562	19,562
FR	4	17,404,472	0	17,404,472
HS	9,555	432,469,899	0	432,469,899
HT	64	7,240,041	0	7,240,041
OV65	4,671	69,003,978	0	69,003,978
OV65S	36	540,000	0	540,000
PC	7	462,045	0	462,045
	Totals	**531,588,835**	**2,629,175,588**	**3,160,764,423**

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	21,678		$83,059,173	$5,685,535,299	$5,005,262,766
B	MULTIFAMILY RESIDENCE	962		$683,330	$409,221,382	$395,818,485
C1	VACANT LOTS AND LAND TRACTS	5,027		$0	$269,920,184	$269,867,594
D1	QUALIFIED OPEN-SPACE LAND	249	3,845.6977	$0	$35,766,404	$171,588
D2	IMPROVEMENTS ON QUALIFIED OP	1		$0	$2,390	$2,390
E	RURAL LAND, NON QUALIFIED OPE	244	3,114.1754	$551,500	$18,962,946	$18,522,353
F1	COMMERCIAL REAL PROPERTY	1,396		$23,204,740	$699,550,730	$696,283,749
F2	INDUSTRIAL AND MANUFACTURIN	64		$0	$96,407,180	$96,001,905
G1	OIL AND GAS	8		$0	$933,233	$933,233
J2	GAS DISTRIBUTION SYSTEM	6		$0	$8,061,560	$8,061,560
J3	ELECTRIC COMPANY (INCLUDING C	23		$0	$52,056,960	$52,056,960
J4	TELEPHONE COMPANY (INCLUDI	39		$0	$9,297,250	$9,297,250
J5	RAILROAD	24		$0	$31,156,830	$31,156,830
J6	PIPELAND COMPANY	23		$0	$1,069,350	$1,069,350
J7	CABLE TELEVISION COMPANY	13		$0	$10,796,640	$10,796,640
L1	COMMERCIAL PERSONAL PROPE	1,949		$0	$234,232,907	$234,232,907
L2	INDUSTRIAL AND MANUFACTURIN	213		$0	$104,954,450	$87,503,206
M1	TANGIBLE OTHER PERSONAL, MOB	10		$0	$62,421	$32,123
O	RESIDENTIAL INVENTORY	407		$0	$16,346,490	$16,346,490
S	SPECIAL INVENTORY TAX	19		$0	$10,620,720	$10,620,720
X	TOTALLY EXEMPT PROPERTY	1,487		$64,384,987	$2,603,383,820	$0
		Totals	6,959.8731	$171,883,730	$10,298,339,146	$6,944,038,099

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	1,216		$10,470,760	$280,501,394	$253,122,809
B	MULTIFAMILY RESIDENCE	157		$410,600	$63,356,640	$61,926,272
C1	VACANT LOTS AND LAND TRACTS	38		$0	$2,974,500	$2,974,500
D1	QUALIFIED OPEN-SPACE LAND	3	7.4040	$0	$64,630	$300
E	RURAL LAND, NON QUALIFIED OPE	3	8.8110	$0	$693,510	$390,548
F1	COMMERCIAL REAL PROPERTY	173		$1,714,920	$137,454,969	$137,331,874
L1	COMMERCIAL PERSONAL PROPE	146		$0	$12,740,400	$12,740,400
X	TOTALLY EXEMPT PROPERTY	19		$0	$4,870	$0
		Totals	16.2150	$12,596,280	$497,790,913	$468,486,703

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	22,894		$93,529,933	$5,966,036,693	$5,258,385,575
B	MULTIFAMILY RESIDENCE	1,119		$1,093,930	$472,578,022	$457,744,757
C1	VACANT LOTS AND LAND TRACTS	5,065		$0	$272,894,684	$272,842,094
D1	QUALIFIED OPEN-SPACE LAND	252	3,853.1017	$0	$35,831,034	$171,888
D2	IMPROVEMENTS ON QUALIFIED OP	1		$0	$2,390	$2,390
E	RURAL LAND, NON QUALIFIED OPE	247	3,122.9864	$551,500	$19,656,456	$18,912,901
F1	COMMERCIAL REAL PROPERTY	1,569		$24,919,660	$837,005,699	$833,615,623
F2	INDUSTRIAL AND MANUFACTURIN	64		$0	$96,407,180	$96,001,905
G1	OIL AND GAS	8		$0	$933,233	$933,233
J2	GAS DISTRIBUTION SYSTEM	6		$0	$8,061,560	$8,061,560
J3	ELECTRIC COMPANY (INCLUDING C	23		$0	$52,056,960	$52,056,960
J4	TELEPHONE COMPANY (INCLUDI	39		$0	$9,297,250	$9,297,250
J5	RAILROAD	24		$0	$31,156,830	$31,156,830
J6	PIPELAND COMPANY	23		$0	$1,069,350	$1,069,350
J7	CABLE TELEVISION COMPANY	13		$0	$10,796,640	$10,796,640
L1	COMMERCIAL PERSONAL PROPE	2,095		$0	$246,973,307	$246,973,307
L2	INDUSTRIAL AND MANUFACTURIN	213		$0	$104,954,450	$87,503,206
M1	TANGIBLE OTHER PERSONAL, MOB	10		$0	$62,421	$32,123
O	RESIDENTIAL INVENTORY	407		$0	$16,346,490	$16,346,490
S	SPECIAL INVENTORY TAX	19		$0	$10,620,720	$10,620,720
X	TOTALLY EXEMPT PROPERTY	1,506		$64,384,987	$2,603,388,690	$0
		Totals	6,976.0881	$184,480,010	$10,796,130,059	$7,412,524,802

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A		5		$90,943	$438,368	$372,718
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	17,615		$82,711,890	$4,762,712,603	$4,133,497,725
A2	REAL, RESIDENTIAL, MOBILE HOME	9		$0	$400,670	$261,442
A3	REAL, RESIDENTIAL, CONDOMINIUM	4,078		$256,340	$921,983,658	$871,130,881
B1	APARTMENTS	153		$22,430	$253,778,660	$253,496,544
B2	DUPLEXES	811		$660,900	$155,442,722	$142,321,941
C1	VACANT LOT	5,027		$0	$269,920,184	$269,867,594
D1	QUALIFIED AG LAND	249	3,845.6977	$0	$35,766,404	$171,588
D2	IMPROVEMENTS ON QUALIFIED AG L	1		$0	$2,390	$2,390
D4	D4	1		$0	$1,650	$1,650
E1	FARM OR RANCH IMPROVEMENT	243		$551,500	$18,961,296	$18,520,703
F1	COMMERCIAL REAL PROPERTY	1,361		$23,204,740	$687,291,021	$684,465,916
F2	INDUSTRIAL REAL PROPERTY	64		$0	$96,407,180	$96,001,905
F9	COMMERCIAL REAL PROPERTY EX	1		$0	$4,260	$4,260
G1	OIL AND GAS	8		$0	$933,233	$933,233
J2	GAS DISTRIBUTION SYSTEM	6		$0	$8,061,560	$8,061,560
J3	ELECTRIC COMPANY	23		$0	$52,056,960	$52,056,960
J4	TELEPHONE COMPANY	39		$0	$9,297,250	$9,297,250
J5	RAILROAD	24		$0	$31,156,830	$31,156,830
J6	PIPELINE COMPANY	23		$0	$1,069,350	$1,069,350
J7	CABLE TELEVISION COMPANY	13		$0	$10,796,640	$10,796,640
L1	COMMERCIAL PERSONAL PROPER	1,949		$0	$234,232,907	$234,232,907
L2	INDUSTRIAL PERSONAL PROPERTY	213		$0	$104,954,450	$87,503,206
M1	MOBILE HOMES	9		$0	$56,750	$26,452
M4	M4	1		$0	$5,671	$5,671
O1	RESIDENTIAL INVENTORY VACANT L	407		$0	$16,346,490	$16,346,490
S	SPECIAL INVENTORY	19		$0	$10,620,720	$10,620,720
X		1,487		$64,384,987	$2,603,383,820	$0
XV	COMMERCIAL REAL EXEMPT	34		$0	$12,255,449	$11,813,573
		Totals	3,845.6977	$171,883,730	$10,298,339,146	$6,944,038,099

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	1,027		$8,542,400	$234,300,914	$208,531,762
A2	REAL, RESIDENTIAL, MOBILE HOME	1		$0	$19,720	$19,720
A3	REAL, RESIDENTIAL, CONDOMINIUM	192		$1,928,360	$46,180,760	$44,571,327
B1	APARTMENTS	22		$302,480	$31,523,740	$31,523,740
B2	DUPLEXES	135		$108,120	$31,832,900	$30,402,532
C1	VACANT LOT	38		$0	$2,974,500	$2,974,500
D1	QUALIFIED AG LAND	3	7.4040	$0	$64,630	$300
E1	FARM OR RANCH IMPROVEMENT	3		$0	$693,510	$390,548
F1	COMMERCIAL REAL PROPERTY	173		$1,714,920	$137,454,969	$137,331,874
L1	COMMERCIAL PERSONAL PROPER	146		$0	$12,740,400	$12,740,400
X		19		$0	$4,870	$0
		Totals	7.4040	$12,596,280	$497,790,913	$468,486,703

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A		5		$90,943	$438,368	$372,718
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	18,642		$91,254,290	$4,997,013,517	$4,342,029,487
A2	REAL, RESIDENTIAL, MOBILE HOME	10		$0	$420,390	$281,162
A3	REAL, RESIDENTIAL, CONDOMINIUM	4,270		$2,184,700	$968,164,418	$915,702,208
B1	APARTMENTS	175		$324,910	$285,302,400	$285,020,284
B2	DUPLEXES	946		$769,020	$187,275,622	$172,724,473
C1	VACANT LOT	5,065		$0	$272,894,684	$272,842,094
D1	QUALIFIED AG LAND	252	3,853.1017	$0	$35,831,034	$171,888
D2	IMPROVEMENTS ON QUALIFIED AG L	1		$0	$2,390	$2,390
D4	D4	1		$0	$1,650	$1,650
E1	FARM OR RANCH IMPROVEMENT	246		$551,500	$19,654,806	$18,911,251
F1	COMMERCIAL REAL PROPERTY	1,534		$24,919,660	$824,745,990	$821,797,790
F2	INDUSTRIAL REAL PROPERTY	64		$0	$96,407,180	$96,001,905
F9	COMMERCIAL REAL PROPERTY EX	1		$0	$4,260	$4,260
G1	OIL AND GAS	8		$0	$933,233	$933,233
J2	GAS DISTRIBUTION SYSTEM	6		$0	$8,061,560	$8,061,560
J3	ELECTRIC COMPANY	23		$0	$52,056,960	$52,056,960
J4	TELEPHONE COMPANY	39		$0	$9,297,250	$9,297,250
J5	RAILROAD	24		$0	$31,156,830	$31,156,830
J6	PIPELINE COMPANY	23		$0	$1,069,350	$1,069,350
J7	CABLE TELEVISION COMPANY	13		$0	$10,796,640	$10,796,640
L1	COMMERCIAL PERSONAL PROPER	2,095		$0	$246,973,307	$246,973,307
L2	INDUSTRIAL PERSONAL PROPERTY	213		$0	$104,954,450	$87,503,206
M1	MOBILE HOMES	9		$0	$56,750	$26,452
M4	M4	1		$0	$5,671	$5,671
O1	RESIDENTIAL INVENTORY VACANT L	407		$0	$16,346,490	$16,346,490
S	SPECIAL INVENTORY	19		$0	$10,620,720	$10,620,720
X		1,506		$64,384,987	$2,603,388,690	$0
XV	COMMERCIAL REAL EXEMPT	34		$0	$12,255,449	$11,813,573
		Totals	3,853.1017	$184,480,010	$10,796,130,059	$7,412,524,802

New Value

TOTAL NEW VALUE MARKET:	$184,480,010
TOTAL NEW VALUE TAXABLE:	$111,776,861

New Exemptions

Exemption	Description	Count		
EX-XD	11.181 Improving property for housing with vol	2	2019 Market Value	$177,470
EX-XV	Other Exemptions (including public property, r	16	2019 Market Value	$1,384,250
EX366	HB366 Exempt	24	2019 Market Value	$75,170
		ABSOLUTE EXEMPTIONS VALUE LOSS		$1,636,890

Exemption	Description	Count	Exemption Amount
DP	Disability	5	$50,000
DV1	Disabled Veterans 10% - 29%	6	$37,000
DV2	Disabled Veterans 30% - 49%	1	$12,000
DV3	Disabled Veterans 50% - 69%	5	$56,000
DV4	Disabled Veterans 70% - 100%	10	$120,000
DVHS	Disabled Veteran Homestead	7	$1,151,117
HS	Homestead	361	$22,701,146
OV65	Over 65	314	$4,659,900
	PARTIAL EXEMPTIONS VALUE LOSS	709	$28,787,163
		NEW EXEMPTIONS VALUE LOSS	$30,424,053

Increased Exemptions

Exemption	Description	Count	Increased Exemption_Amount

INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS $30,424,053

New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
9,337	$249,763	$64,992	$184,771

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
9,334	$249,767	$64,979	$184,788

2020 CERTIFIED TOTALS

C30 - GALVESTON CITY

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
1,719	$497,790,913.00	$340,070,772

ANALYSIS OF PROPERTY TAX REVENUES
FISCAL YEARS 2019-21
ADJUSTMENTS TO REFLECT CERTIFIED ROLL

DESCRIPTION	FY19 ACTUAL	FY20 ESTIMATED	FY21 PROPOSED	FY21 ESTIMATED
NET PROPERTY TAX LEVY				
Total Taxable Value ($millions)	$6,334.9	$6,684.8	$7,120.0	$7,324.0
Less TIRZ	($310.2)	($314.3)	($115.0)	($106.2)
Less 60% MUD Value	($64.7)	($64.6)	($64.7)	($75.8)
Net Taxable Value	$5,960.0	$6,305.9	$6,940.3	$7,142.0
Times Tax Rate per $100 of Taxable Value	$0.561000	$0.579885	$0.574707	$0.560000
Total Tax Levy ($Thousands Revenue)	**$35,538.8**	**$38,764.2**	**$40,919.1**	**$41,014.4**
Less: Freeze Acct Total Value Revenue Equivalent (Over 65 and Disabled)	($3,732.9)	($4,235.4)	($4,717.6)	($4,569.5)
Plus: Freeze Acct collectible Revenue (Over 65 & Disabled)	$2,575.8	$2,787.8	$3,157.3	$3,154.3
Less: Taxes Lost to Tax Freeze	**($1,157.1)**	**($1,447.6)**	**($1,560.3)**	**($1,415.2)**
Net Current Year Tax Levy ($000's Revenue)	**$34,381.7**	**$37,316.6**	**$39,358.8**	**$39,599.2**
Effective Taxable Value	**$6,128.6**	**$6,435.2**	**$6,848.5**	**$7,071.3**
Effective Freeze Accounts Taxable Value	**$1,092.4**	**$1,109.7**	**$1,191.7**	**$1,262.7**
Less TIRZ Incremental Values	**($310.2)**	**($314.3)**	**($115.0)**	**($106.2)**
Effective Taxable Value Retained by City	**$5,818.4**	**$6,120.9**	**$6,733.5**	**$6,965.1**
DISTRIBUTION OF NET LEVY ($THOUSANDS)				
Net Current Year Levy ($000's)	$34,381.7	$37,316.6	$39,358.8	$39,599.2
Less TIRZ Increment	**($1,740.2)**	**($1,671.0)**	**($660.9)**	**($594.7)**
Net Current Year Levy Retained by the City	$32,641.5	$35,645.6	$38,697.9	$39,004.5
General Fund Share (including MUD 30) of NCL	$26,677.4	$29,344.9	$31,808.0	$31,865.3
Debt Service Share of NCL	$3,054.7	$3,227.2	$3,535.1	$3,656.7
Library Fund Share of NCL	$2,909.2	$3,073.5	$3,366.7	$3,482.5
Net Current Year Levy Retained by the City	**$32,641.3**	**$35,645.6**	**$38,709.8**	**$39,004.5**
COLLECTION OF TAXES ($THOUSANDS)				
Estimated/Actual Collections	**FY19 ACTUAL**	**FY20 ESTIMATED**	**FY21 PROPOSED**	**FY21 ESTIMATED**
General Fund Current Collection Total	$27,812.9	$30,333.6	$31,689.7	$31,681.0
General Fund Delinquent Taxes	$402.2	$405.0	$410.0	$390.0
General Fund Penalty & Interest	$335.7	$338.0	$340.0	$330.0
Less TIRZ Increment	($1,717.0)	($1,671.0)	($660.9)	($594.7)
Less MUD 30 Rebate	($350.1)	($374.3)	($397.2)	($424.7)
General Fund Total	**$26,483.7**	**$29,031.3**	**$31,381.6**	**$31,381.6**
Debt Service Net Current Levy Total	$2,987.6	$3,156.2	$3,450.3	$3,568.9
Debt Service Delinquent Taxes	$51.1	$40.0	$40.0	$40.0
Debt Service Fund Total	**$3,038.7**	**$3,196.2**	**$3,490.3**	**$3,608.9**
Library Net Current Levy Total	$2,843.9	$3,005.9	$3,285.9	$3,398.9
Library Delinquent Taxes	$43.1	$40.0	$40.0	$40.0
Library Fund Total	**$2,887.0**	**$3,045.9**	**$3,325.9**	**$3,438.9**
GRAND TOTAL COLLECTIONS	**$32,409.4**	**$35,273.4**	**$38,197.8**	**$38,429.4**
Estimated Current Collection Rate (of Gross Taxes)	**97.9%**	***97.8%***	***97.6%***	***97.6%***
Estimated Total Collection Rate (of gross taxes	**100.3%**	**100.0%**	**99.7%**	**99.6%**
Percent Change in Grand Total Collections	**1.7%**	**8.8%**	**6.9%**	**9.0%**
Tax Rate				
General Fund Operations and Maintenance	$0.458500	$0.477385	$0.472385	$0.457500
Debt Service Fund Interest and Sinking	$0.052500	$0.052500	$0.052500	$0.052500
Library Fund	$0.050000	$0.050000	$0.050000	$0.050000
Total Rate	**$0.561000**	**$0.579885**	**$0.574707**	**$0.560000**
	ESTIMATE	**ESTIMATE**	**ESTIMATE**	**ESTIMATE**
Estimated Current Taxes Collection rate	**97.80%**	**97.80%**	**97.60%**	**97.60%**
TOTAL COLLECTIONS	**$34,476.5**	**$37,318.7**	**$39,255.9**	**$39,448.8**

CITY OF GALVESTON
TRUTH-IN-TAXATION
DISCLOSURES AND NOTICES
TAX YEAR 2020 – FISCAL YEAR 2021

Section 26.18 in the Texas Property Tax Code requires the following be posted on the City of Galveston Website:

2020 CALCULATED TAX RATES

No New Revenue Rate $0.535631 Voter Approval Rate $0.563158 Debt Rate $0.05250

City's Proposed Rate: $0.560000 M&O Rate: $0.5075 I&S Rate: $0.525

- Official contact person with name, mailing and email address and telephone number

Michael W. Loftin
Assistant City Manager – Finance
823 Rosenberg, Suite 300
Galveston, Texas 77550
mloftin@galvestontx.gov

Cheryl Johnson
Galveston County Tax Assessor Collector and
City of Galveston Tax Assessor-Collector
722 Moody Avenue (21st Street)
Galveston, Texas 77550
(409) 766-2660 or Toll Free (877) 766-2284
Cheryl.E.Johnson@co.galveston.tx.us

- Names, mailing and email addresses and telephone numbers of governing body

ELECTED OFFICIAL & ENTITY INFO	EMAIL	TELEPHONE
Contact for Public Input	citysec@galvestontx.gov	409-797-3510
Website:	www.galvestontx.gov	
Mayor		
Mayor Pro-Tem Craig Brown	CraigBrown@galvestontx.gov	409-797-3510
Council Member Amy Carmen Bly	AmyBly@galvestontx.gov	409-797-3510
Council Member David Collins	DavidCollins@galvestontx.gov	409-797-3510
Council Member Jason Hardcastle	JasonHardcastle@galvestontx.gov	409-797-3510
Council Member John Paul Listowski	JohnListowski@galvestontx.gov	409-797-3510
Council Member Jackie Cole	JackieCole@galvestontx.gov	409-797-3510

Mailing Address for all Council Members:
823 Rosenberg, Second Floor
Office of the City Secretary
Galveston, Texas 77550

- 2021 proposed/adopted budget including dollar and percentage increase (decrease) over 2020: FY 2021
https://www.galvestontx.gov/DocumentCenter/View/10931

FY 2021 PROPOSED BUDGET ($000's)

Major Category	FY 2020 Budget	FY 2021 Proposed Budget	Percent Difference
Maintenance and Operations	$144,530	$146,909	1.65%
One-Time Appropriations	$868	$1,095	26.15%
Total Operating Budget	$145,398	$148,004	1.79%
Capital Budget	$88,614	$69,556	-21.51%
Total Budget	**$234,012**	**$217,560**	-7.03%

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- Two preceding year budgets
  FY 2020 Budget –
  https://www.galvestontx.gov/DocumentCenter/View/9971/FY2020-Adopted-Budget
  FY 2019 Budget –
  https://www.galvestontx.gov/DocumentCenter/View/8775/FY2019-Adopted-Budget

- Estimate of the I&S fund balances and the estimated amount of M&O fund balances remaining at the end of the current fiscal year
  Estimated I&S Fund Balance at end of FY 2020 - $1,716,984
  Estimated General Fund Balance at end of FY 2020 - $16,791,451

- Schedule of debt obligations *(P&I that will be paid for debt, payments on debt that you anticipate incurring in the next calendar year along with the increase in taxes because of the anticipated collection rate and any amount of excess collections from 2019)*.

Bond Issue	Principal	Interest	Total
2011 General Obligation Refunding Bonds	$1,175,000	$95,000	$1,270,000
2014 General Obligation Refunding Bonds	$123,200	$104,160	$227,360
2016 General Obligation Refunding Bonds	$126,900	$101,133	$228,033
2017 General Obligation Bonds	$395,000	$1,382,100	$1,777,100
2019 General Obligation Bonds	$825,000	$845,850	$1,670,850
Totals for FY 2021	**$2,645,100**	**$2,528,243**	**$5,173,343**

  Excess debt collections for FY 2020 - $515,621
  Amount paid from other resources (Infrastructure and Debt Service set aside of eight percent of General Fund as required by City Charter - $1,188,950

- M&O and I&S rates for preceding two years

  2018 Tax Rates - $M&O - $0.508500
  $I&S - $0.052500
  Total $0.561000

  2019 Tax Rates - $M&O - $0.527385
  $I&S - $0.052500
  Total $0.579885

- Once proposed, 2020 tax year proposed M&O and I&S rates

  Recommended to be Proposed 2020 Tax Rates -

  $M&O - $0.507500
  $I&S - $0.052500
  Total - $0.560000

  Proposed rate will be considered by City Council at its August 13,2020 meeting.

- Most recent financial audit

  https://www.galvestontx.gov/DocumentCenter/View/10610/Comprehensive-Annual-Financial-Report-FY-2019

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Prepared by M. Loftin, August 4, 2020

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