



**Connect
Transit.**

AGENDA

GCTD Board of Directors Meeting

Meeting will be in-person.

Tuesday May 16, 2023 2 p.m.

Lake Jackson location

101 Canna Lane

Lake Jackson, TX

1. Call to order.....Chairman Holmes
2. Citizens Comments.....(3Min Max) Chairman Holmes
3. Presentations
 - a. Sparelabs Transportation Presentation
4. Executive Director's Reports.....Sean Middleton
 - a. Operations Report.....Ted Ross
 - b. Budget and Finance Report.....Worth Ferguson
5. Consent Agenda.....Chairman Holmes
Consideration and approval of recommendations and acceptance of consent for individual action items (Consent Agenda items may be pulled from form this consideration for individual action or presentation.)
 - a. Review and approval of March 21, 2023, Board Minutes.
 - b. Review and approval of March and April Check Register.

6. Discussion Items..... Sean Middleton

- a. Sparelabs follow-up
- b. Update on Board approved projects / tasks
 - i. Purchase of two trucks for use by the Maintenance Department
 - ii. ADP HR / Payroll services progress
 - iii. AT&T Fleet Complete Cameras
 - iv. Print Services contract with TNT
- c. FY 2024 State funding for Texas City – Galveston UZA
- d. Purchase of one (1) Lone Star Promaster 3500 and four (4) Braun Side Entry 3.6L ADA compliant light duty vans using grant State and Federal grant funds – Solicitation No. 2023-002. (Action Item)
- e. Purchase of two (2) facility maintenance heavy duty trucks using grant funds through the procurement process
- f. Texas City Emergency Operations Center Lease

7. Action Items..... Chairman Holmes

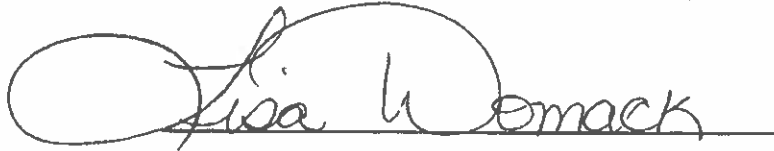
- a. Consider approval to purchase one (1) Lone Star Promaster 3500 and four (4) Braun Side Entry 3.6L ADA compliant light duty vans using awarded State and Federal grant funds – Solicitation No. 2023-002
- b. Consider approval to purchase two (2) heavy duty facility maintenance trucks using awarded State and Federal grants.

8. Upcoming Board Meeting: July 18, 2023, Texas City Administrative Building

9. Adjournment..... Chairman Holmes

I hereby certify posting this Notice and Agenda at 10:00 a.m., Thursday.

May 11, at Galveston County Court house and Brazoria County Courthouse.

A handwritten signature in black ink that reads "Lisa Womack". The signature is written in a cursive style with a large, looping initial "L" and a horizontal line extending from the end of the name.

Lisa Womack, Board Secretary

"Pursuant to the Texas Government Code, Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda".

OPERATIONS REPORT

TED ROSS, DIRECTOR OF OPERATIONS

May 16, 2023

BRAZORIA AND GALVESTON COUNTY

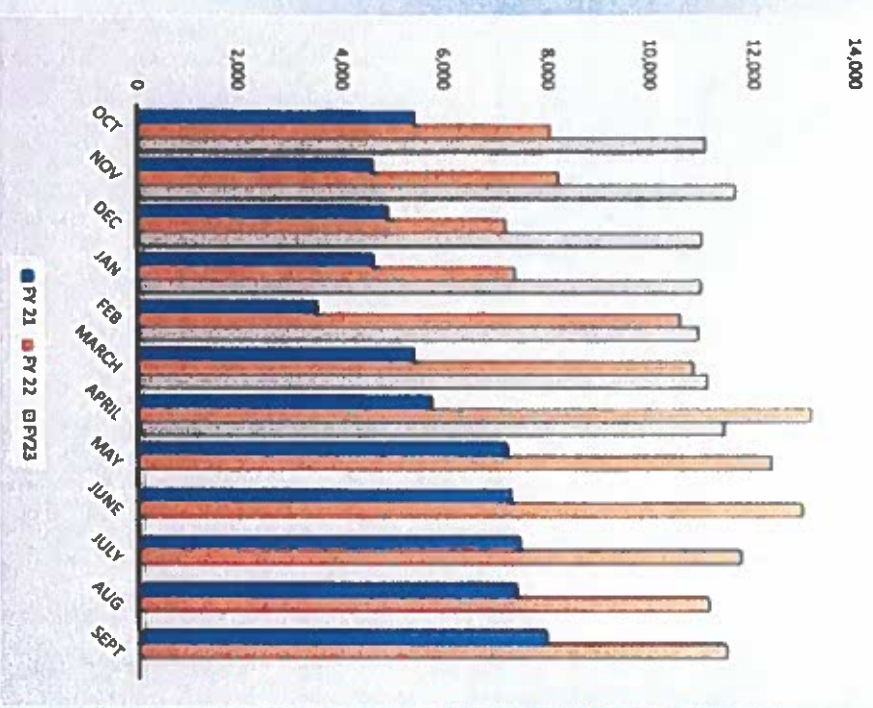
PARA-TRANSIT

FIXED ROUTE

PARK AND RIDE



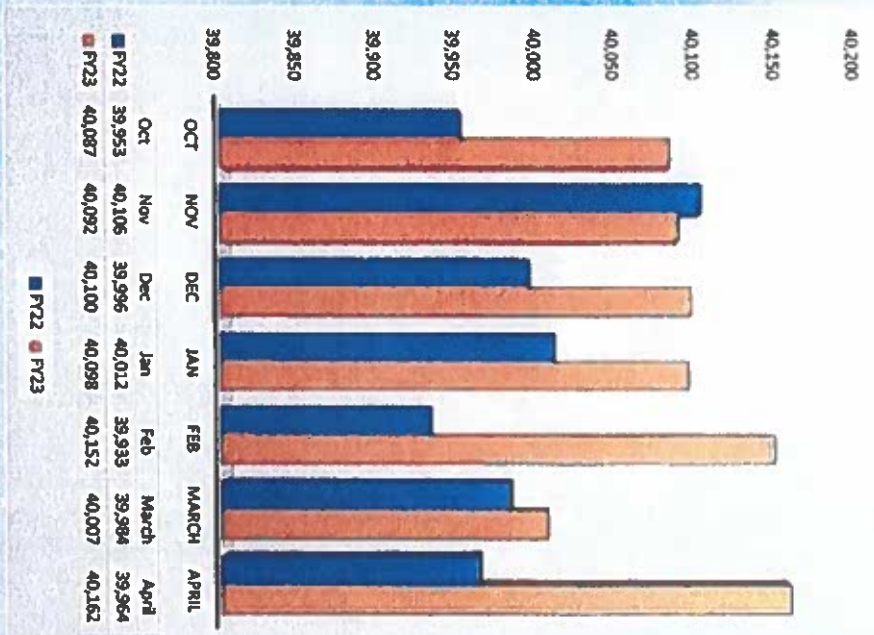
Galveston County Fixed Route



FIXED ROUTE:

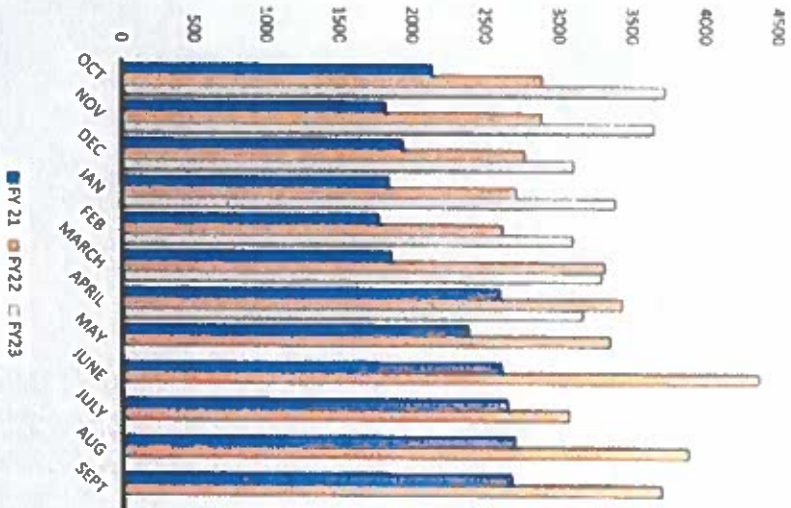
	FY21	FY22	FY23
OCT.	5,401	8,022	11,087
NOV.	4,558	8,190	11,659
DEC.	4,868	7,174	11,010
JAN.	4,559	7,340	10,980
FEB.	3,429	10,577	10,930
MAR.	5,370	10,823	11,101
APRIL	5,713	13,115	11,408
MAY	7,169	12,319	
JUNE	7,249	12,916	
JULY	7,413	11,722	
AUG.	7,350	11,097	
SEPT.	7,901	11,427	
TOTAL	70,980	124,722	78,175

Total Miles





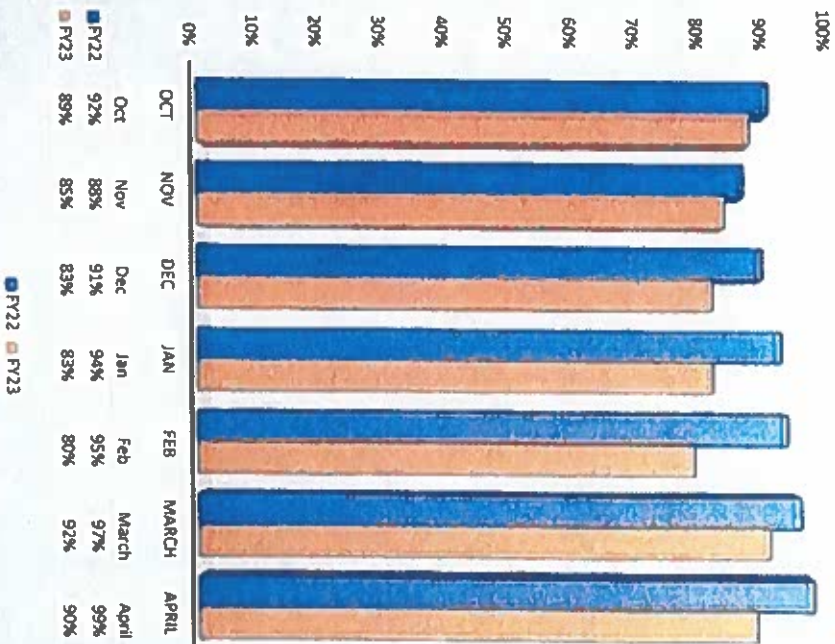
Galveston County Para Transit



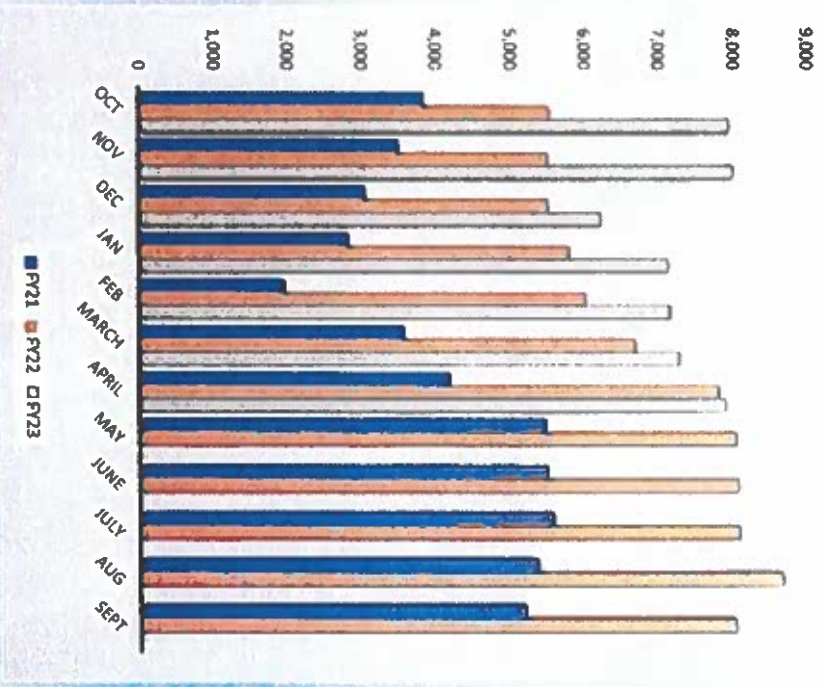
Para-Transit:

	FY21	FY22	FY23
Oct	2,124	2,882	3,722
Nov	1,795	2,878	3,648
Dec	1,918	2,758	3,094
Jan	1,818	2,701	3,379
Feb	1,750	2,603	3,084
March	1,839	3,303	3,281
April	2,587	3,427	3,151
May	2,369	3,342	
June	2,594	4,357	
July	2,635	3,054	
Aug	2,683	3,873	
Sept	2,658	3,686	
Total	26,770	38,864	23,359

ADA On Time Performance



Brazoria County Fixed Route

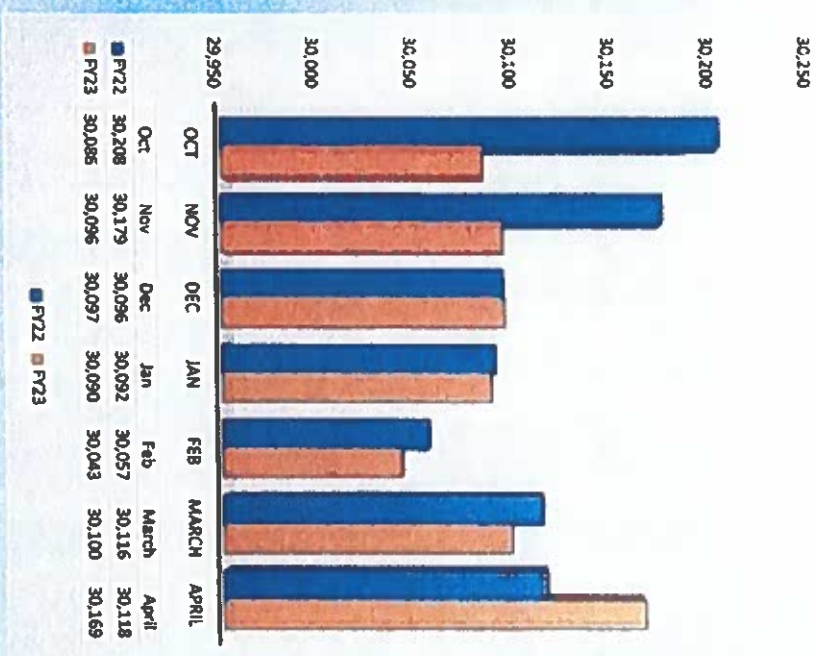


Fixed Route:

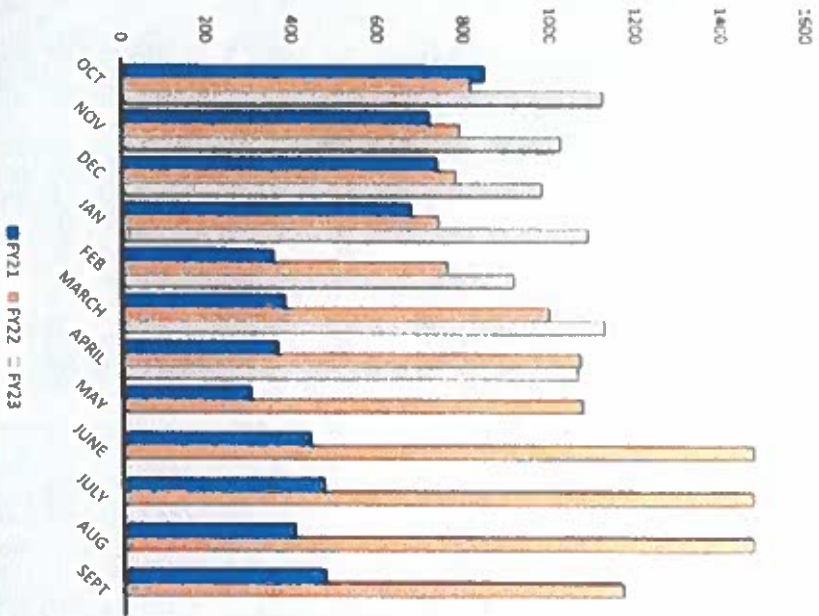
	FY21	FY22	FY23
Oct	3,830	5,526	7,957
Nov	3,474	5,500	8,010
Dec	3,022	5,513	6,227
Jan	2,790	5,787	7,131
Feb	1,905	6,012	7,159
March	3,553	6,686	7,279
April	4,167	7,803	7,892
May	5,458	8,034	
June	5,487	8,061	
July	5,560	8,075	
Aug	5,347	8,661	
Sept	5,173	8,013	
Total	49,766	83,671	51,655



Total Miles



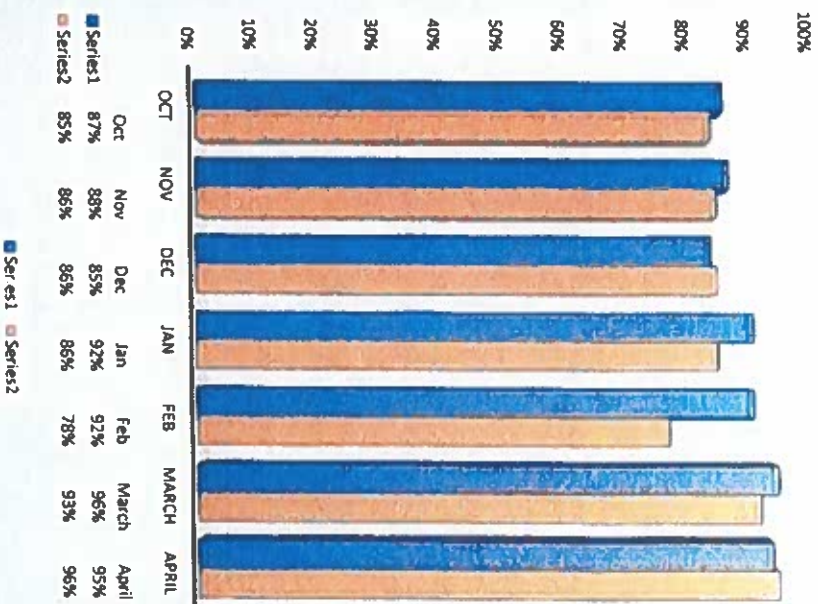
Brazoria County Para Transit



Para-Transit:

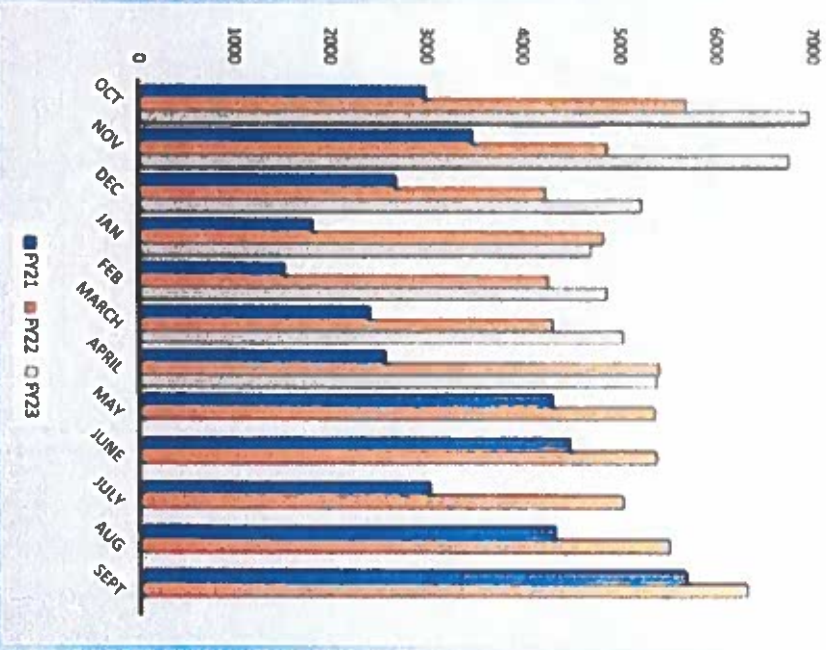
	FY21	FY22	FY23
Oct	848	814	1,123
Nov	717	789	1,025
Dec	735	780	979
Jan	674	739	1,088
Feb	345	760	914
March	375	995	1,122
April	355	1,069	1,063
May	291	1,074	
June	432	1,475	
July	321	1,168	
Aug	394	1,473	
Sept	465	1,165	
Total	5,952	12,301	7,314

ADA On Time Performance



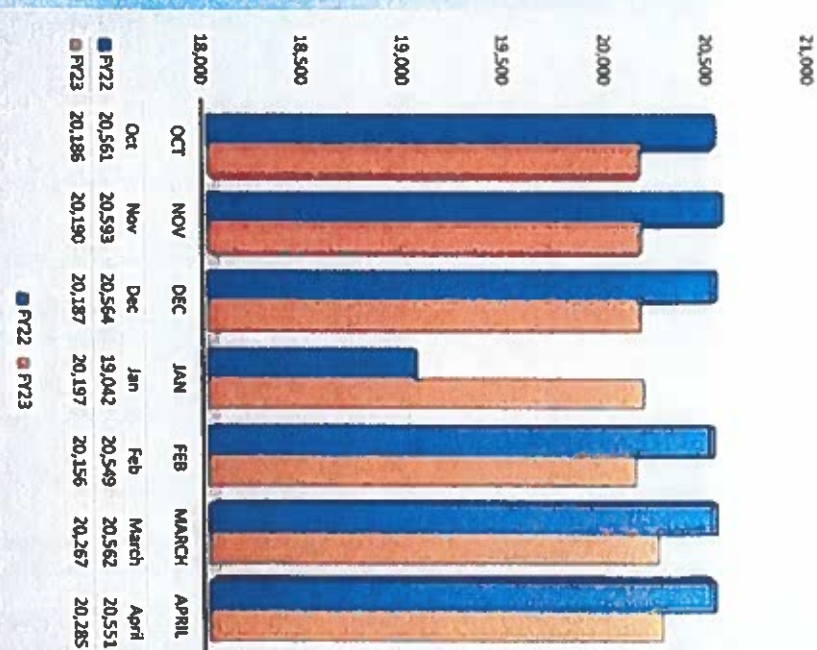


Commuter Service



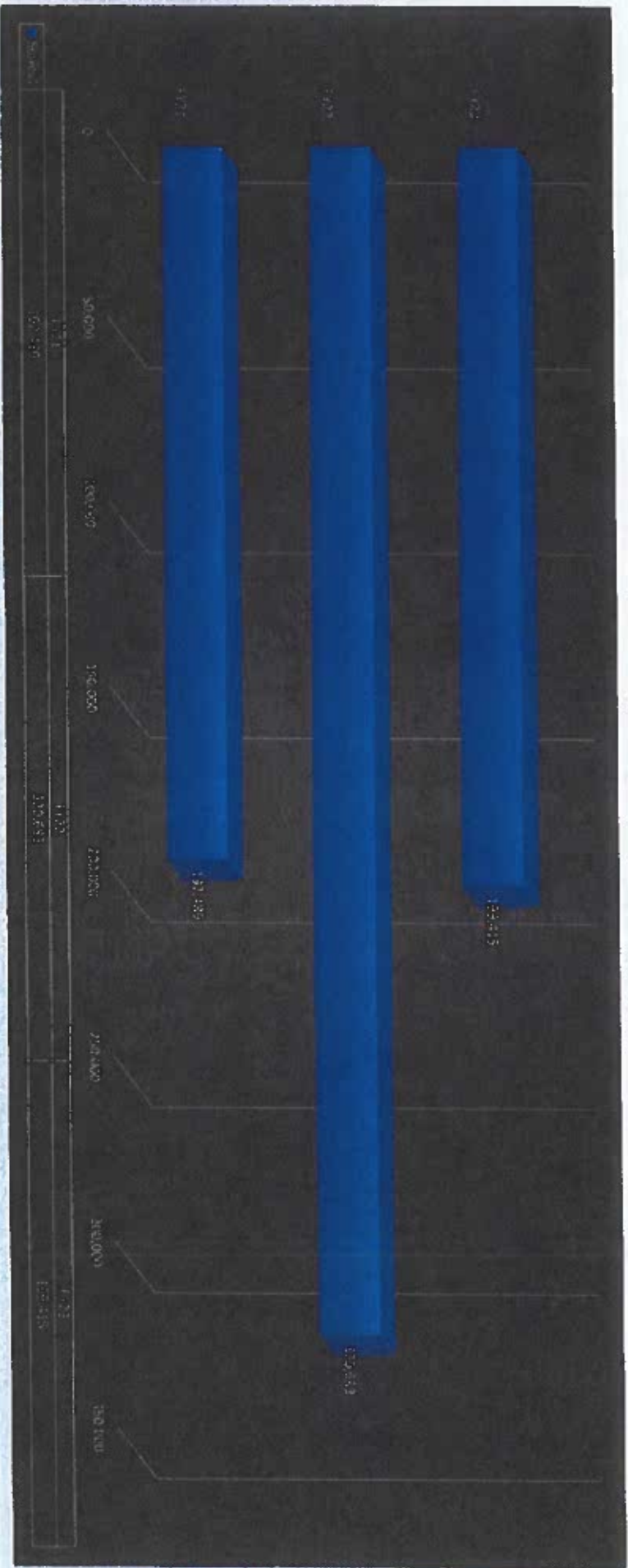
	FY21	FY22	FY23
Park and Ride			
Oct	2,972	5,693	6,968
Nov	3,474	4,868	6,767
Dec	2,653	4,228	5,220
Jan	1,777	4,828	4,699
Feb	1,478	4,254	4,855
March	2,377	4,298	5,030
April	2,541	5,403	5,373
May	4,284	5,355	
June	4,476	5,368	
July	3,005	5,020	
Aug	4,314	5,506	
Sept	5,670	6,304	
Total	39,021	61,125	38,912

Total Miles





Total Ridership For all Modes of Transportation



Staffing Report

- Brazoria County:
 - 0 – CDL Positions Open
 - 0 – Non CDL Position Open
 - 1 – Part Time Position Open
 - 0 – Porter Position Open
 - 0 – Mechanic Position Open
- Galveston County:
 - 2 – CDL Position Open
 - 0 – Park and Ride Position Open
 - 5 – Non CDL Position Open
 - 0 – Porter Position Open
 - 0 – Mechanic Position Open
 - 0 – Dispatcher Position Open

	Current Month (March)	Budget	Difference vs Budget	Previous Month (February)	Difference vs Previous Month
Operations - Galveston County	\$ 351,871.32	\$ 207,646.17	\$ 144,225.15	\$ 329,022.94	\$ 22,848.38
Operations - Brazoria County	\$ 115,015.28	\$ 144,856.42	\$ (29,841.13)	\$ 107,802.67	\$ 7,212.61
Operations - Rural	\$ 62,949.36	\$ 76,597.50	\$ (13,648.14)	\$ 57,591.94	\$ 5,357.42
Operations - Total	\$ 529,835.96	\$ 429,100.08	\$ 100,735.88	\$ 494,417.55	\$ 35,418.41
Maintenance - Galveston County	\$ 94,088.69	\$ 43,970.75	\$ 50,117.94	\$ 46,835.02	\$ 47,253.67
Maintenance - Brazoria County	\$ 39,453.70	\$ 28,634.67	\$ 10,819.04	\$ 34,803.66	\$ 4,650.04
Maintenance - Rural	\$ 15,848.15	\$ 16,090.00	\$ (241.85)	\$ 10,049.01	\$ 5,799.15
Maintenance - Total	\$ 149,390.55	\$ 88,695.42	\$ 60,695.13	\$ 91,687.69	\$ 57,702.86
Administration - Galveston County	\$ 59,843.32	\$ 49,537.83	\$ 10,305.49	\$ 56,136.93	\$ 3,706.39
Administration - Brazoria County	\$ 29,101.72	\$ 41,220.83	\$ (12,119.12)	\$ 27,263.96	\$ 1,837.76
Administration - Rural	\$ 21,872.04	\$ 16,437.50	\$ 5,434.54	\$ 20,498.15	\$ 1,373.89
Administration - Total	\$ 110,817.08	\$ 107,196.17	\$ 3,620.91	\$ 103,899.04	\$ 6,918.04
Total Drawable Expenses	\$ 790,043.59	\$ 624,991.67	\$ 165,051.92	\$ 690,004.28	\$ 100,039.31
Total Ineligible Expenses	\$ 4,821.61			\$ 10,912.28	
Total Expenses	\$ 794,865.20			\$ 700,916.56	

	TCLM: TX-2022-013 OPS	Total
5307 Federal	\$ 313,456.00	
Local	\$ 31,214.53	
TCLM: TX-2022-014 Maint	\$ 94,088.69	
	\$ -	\$ 438,759.23
5307 CARES	\$ -	
Local Funds	\$ 111,453.62	
LJA OPS	\$ 39,453.70	
LJA Maint	\$ 3,583.04	
Ineligible Ops	\$ 622.93	
Ineligible Maint	\$ 615.64	
Ineligible Admin	\$ 4,821.61	
5311 TxDOT	\$ 4,400.00	
Local	\$ 13,097.64	
PA: State-R-2020-GCTD-00234	\$ 4,374.41	
PA: State-R-2020-GCTD-00234	\$ 2,219.00	
PA: State-R-2020-GCTD-00234	\$ 2,219.00	
PA: State-R-2020-GCTD-00132	\$ 12,678.52	
PA: State-R-2022-GCTD-00166	\$ 950.63	
PA: State-R-2021-GCTD-00046	\$ 30,142.46	
PA: State-R-2020-GCTD-0001	\$ 30,142.46	
PA: State U 2022 GCTD-0017	\$ 29,101.72	
PA: State-U 2022 GCTD 001	\$ 59,843.32	
Total	\$ 88,945.04	

	Total Overtime
Operations	\$ 18,045.47
Maintenance	\$ 192.01
Administration	\$ -
Total	\$ 18,237.48

Note on Difference vs Budget:
The Budget was based on the expense split used last year, however, we have are now using a more accurate split for the expenses based on the information used in the PTN-128 reporting. This resulted in an increase in TCLM expenses, a decrease in LJA expenses, and a small increase in Rural expenses.



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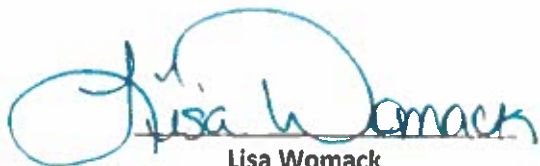
March 21, 2023

Board Meeting Minutes

1. **Call to order:** Quorum was established at 2:01 pm Chairman Holmes opened the meeting. The following Board Members were present: Dude Payne, Chris Whittaker, Neal Bess Jr, Chairman Holmes, David Jordan, Amy Skicki, Rick Elizondo, Gerald Roznovsky Joined Zoom Paula Alexander
2. **Citizens Comments:** none

- ❖ **Operations Report:** Ted spoke about the increase in ridership in Paratransit. In both Brazoria and Galveston County, Ted showed the new Operations report he has created there was a slight increase in fixed routes, and an increase in Paratransit.
Brazoria has 4 part time positions open Galveston County has no vacant positions open with one open position in Park and Ride.
- ❖ **Budget and Finance Report:** Worth spoke to the FY 2023 Budget spoke on funding sources and upcoming grant funding
- ❖ **Directors report:** Sean Middleton spoke about all the discussions items spoke to the board about the letter from TXDOT on upcoming grant money concerning Island Transit.
4. **Discussion Items:**
 - Board member nominations (Action item)
 - Revisit discussion on Board meeting times & locations (Action item)
 - Maintenance facility update
 - Employee handbook Revision (Action item)
 - Manager's Standard Operating Procedures (Action item)
 - Update on 2020 Census & FTA/DOT discussions,
 - Discussion on vehicle purchase with TXDOT Grants (Action item)
5. **Consent Agenda:**
 - a. Review and approval of January Board minutes on motion by David Jordan, seconded by Amy Skicki, the board voted to approve January Board minutes the motion carried with all members voting in favor approved
 - b. Review and approval of January and February check register: on motion by David Jordan, seconded by Amy Skicki , the board voted to approve the January and February check register the motion carried with all members voting in favor.
6. **Action Items:**

- a. Consider approval of the updated Employee Handbook on motion by David Jordan, seconded by Amy Skicki, the board voted to approve the updated Employee Handbook the motion carried with all members voting in favor.
 - b. Consider approval of the Managers Standard Operating Procedures on motion by Neal Bess Jr, seconded by Gerald Roznovsky, the board voted to approval to approve the Managers Standard Operating Procedures the motion carried with all member voting in favor
 - c. Consider approval of the Board member nominations and Officer nominations on motion by Neal Bess Jr, seconded by David Jordan the board voted to approved to keep the Board Members and Officer in place motion carried with all members voting in favor.
 - d. Consider approval to purchase roiling stock by using TXDOT grants and matching required match with local funds on motion by Dude Payne, seconded by David Jordan the board voted to approval to purchase rolling stock by using TXDOT grants and matching with local funds the motion carried with all member voting in favor.
 - e. Consider approval of Board Meeting location for future Board Meetings on motion by Chris Whittaker, seconded by Neal Bess Jr the board voted approval to Rotate between counties the motion carried with all members voting in favor the board asked that a report be given to them in months on how the system is working out.
7. Next Board of Directors meeting will be in-person May 16 ,2023 2:00 PM Lake Jackson Facility
 8. **Adjournment:** There being no further business to bring before the Board of Directors the meeting was adjourned at 2:38 pm.



Lisa Womack
Secretary to the Board of Directors

Stephen Holmes
Chairman to the board of directors



Transit Mobility Program
Texas A&M Transportation Institute
505 F. Huntland Dr.
Austin, TX 78753
tti.tamu.edu/group/transit-mobility

Technical Memorandum – Special Considerations for Splitting Urbanized Area Population and Land Area

TO: Eric Gleason, Director, TxDOT-PTN
Mark Sprick, Director, Administration & Program Support, TxDOT-PTN
Mike Dietz, Planning and Reporting Manager, TxDOT-PTN

FROM: James Cardenas, Assistant Research Scientist, TTI
Michael Walk, Research Scientist, Program Manager – Transit Mobility Program, TTI

DATE: April 17, 2023

SUBJECT: Special Considerations for McKinney—Frisco UZA and Galveston—Texas City UZA.

Summary

This document summarizes the methodology to allocate urbanized area population and land area for the following urbanized areas (UZAs):

1. McKinney—Frisco
2. Galveston—Texas City

The following methodologies will use 2020 Census place (municipal) boundaries of the respective main cities within each urbanized area. The 2020 place boundaries for McKinney and Frisco will be used to allocate population and land area for the McKinney—Frisco UZA and likewise Galveston and Texas City 2020 place boundaries will be used for the Galveston—Texas City UZA.

Population Methodology

For allocating population, TTI performed a GIS analysis to calculate the population of each main city within the respective UZA boundary. Since place boundaries are not necessarily contained within respective UZAs, parts of any city place boundary that fall outside of the respective UZA will be considered rural and will NOT be used for population and land area calculations.

For the population allocation, TTI calculated the urban area populations for each main city within their respective UZA (Table 1 and Table 2). Using these results, TTI calculated a proportion (Proportion within UZA column) of each city's population within the UZA. This proportion is used to determine the total UZA population split share of each city, accounting for

all urban population outside of the two main city boundaries. The UZA Split Share column displays the final population allocation results.

Table 1. McKinney—Frisco Population Allocation Calculation

McKinney--Frisco UZA Analysis			
Location	Population within UZA	Proportion within UZA	UZA Split Share
McKinney	194,439	56.11%	283,266
Frisco	152,067	43.89%	221,537
Total Cities	346,506		
	Population	Land Area (m²)	Land Area (mi²)
Total UZA	504,803	392,749,186	151.64

Table 2. Galveston—Texas City Population Allocation Calculation

Galveston--Texas City UZA Analysis			
Location	Population within UZA	Proportion within UZA	UZA Split Share
Galveston	52,616	51.54%	98,889
Texas City	49,469	48.46%	92,974
Total Cities	102,085		
	Population	Land Area (Sq_M)	Land Area (Sq_Mi)
Total UZA	191,863	282,260,597	108.98

Land Area Methodology

The land area methodology is similar to the population methodology, except the variable used is land area. TTI calculated the amount of land area within each city boundary that falls within each city’s respective UZA. The results from this calculation are used to develop a proportion (Proportion within UZA column). This proportion is then used to calculate a split share that includes the total UZA land area, including urban area outside of the main two cities’ boundaries. The final results are shown in the Split Land Area columns.

Table 3. McKinney—Frisco Land Area Allocation Calculation

McKinney--Frisco UZA Analysis					
Location	Area within UZA (m²)	Proportion within UZA	UZA Split Share	Split Land Area (m²)	Split Land Area (mi²)
McKinney	50.861	52.68%	79.885	206,901,234	79.89
Frisco	45.686	47.32%	71.756	185,847,952	71.76
Total Cities	96.547				
	Population	Land Area (m²)	Land Area (mi²)		
Total UZA	504,803	392,749,186	151.64		

Table 4. Galveston—Texas City Land Area Allocation Calculation

Galveston--Texas City UZA Analysis					
Location	Area within UZA (m²)	Proportion within UZA	UZA Split Share	Split Land Area (m²)	Split Land Area (mi²)
Galveston	24.249	49.77%	54.245	140,494,106	54.2
Texas City	24.468	50.23%	54.736	141,766,491	54.7
Total Cities	48.717				
	Population	Land Area (m²)	Land Area (mi²)		
Total UZA	191,863	282,260,597	108.98		

RESOLUTION NO. 19-104

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE OF SPACE AGREEMENT WITH THE GULF COAST CENTER AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City has been working with Gulf Coast Center and their transportation division (Connect Transit) on a location for a new Administrative Building and Park & Ride Facility; and

WHEREAS, the City of Texas City (Tenant) will lease approximately 3,600 square feet from Gulf Coast Center (Landlord) to house Texas City Emergency Management personnel and operations; and

WHEREAS, the Lease of Space Agreement has a term of forty (40) years (matching the Ground Lease) and allows the City to use the space for Emergency management activities. In addition, the City can utilize the parking lot spaces in association with Emergency Management activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City hereby approves the Lease of Space Agreement between the City of Texas City and the Gulf Coast Center.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 16th day of October 2019.


Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:


Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:


Russell F. Plackemeier
City Attorney

LEASE OF SPACE AGREEMENT

Between

**The Gulf Coast Center
As LANDLORD**

AND

**City of Texas City,
As TENANT**

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LEASE OF SPACE AGREEMENT

THIS LEASE OF SPACE AGREEMENT ("Lease") is executed effective as of the _____ day of _____, 2019 ("Effective Date"), by and between the Gulf Coast Center ("Landlord"), established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), and the City of Texas City, a political subdivision of the State of Texas ("Tenant").

1. WORDS OF LEASING

1.01. Granting Clause. For and in consideration of the covenants made by Tenant herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant and Tenant hereby leases and takes from Landlord the Premises (hereinafter defined), to have and to hold the Premises unto Tenant, its permitted successors and assigns, for and during the Term (hereinafter defined).

1.02. Covenant of Quiet Enjoyment. Tenant covenants and warrants, to the extent permitted under the laws and Constitution of the State of Texas, that, so long as Tenant is not in default hereunder, Tenant shall and may peaceably and quietly have, hold, occupy, use, and enjoy and shall have the full and unrestricted use and enjoyment of the Premises during the Term.

1.03. Premises Condition. Tenant accepts the Premises in their current condition AS IS, WHERE IS, and WITH ALL FAULTS and acknowledges that it has examined or will examine, in accordance with the provisions hereof, the Premises and the condition thereof, and that it has not relied on any representation or warranty by Landlord or Landlord's representatives, except as otherwise expressly stated herein, regarding the Premises, including any warranty or representation relating to value, suitability, fitness for a particular purpose, or condition of the Premises.

2. PREMISES

2.01. Definition. Except as expressly provided to the contrary in this Lease, reference to "Premises" is to lease approximately 3,598 square feet contained within the Landlord's Public Transportation Administration Facility depicted in Exhibit A and B which is located at the southwest intersection of 33rd and Magnolia across from the Carlos Garza Sports Complex, in the City of Texas City, Galveston County, Texas. Furthermore, Tenant shall be provided with the exclusive use of _____ parking spaces, which shall be mutually agreed upon by the parties at the execution of this Lease. Furthermore, the premises will include adequate parking for tenants day-to-day use.

3. TERM

3.01. Term. Subject to the terms and conditions hereof, the term of this Lease is for a period of ten (10) years (the "Term"), beginning on date the Premises are first occupied by Tenant (Occupancy Date) (hereinafter defined) and ending at midnight on the day immediately preceding the 10th anniversary of the Occupancy Date, unless sooner terminated as provided for in this Lease. Tenant shall have the option to extend the Primary Term of this Lease for three (3) additional ten (10) year terms, provided that for each additional term the base monthly rent shall be adjusted by mutual agreement of the parties hereto. Agreement on any extension of the lease term must occur no later than six (6) months prior to the termination of the primary term of this lease or any additional term exercised by the Tenant thereafter.

4. USES

4.01. Use. Tenant shall use the Premises for the Administration and Operation of Emergency Management activities for the City of Texas City and the State of Texas. Tenant may utilize the surrounding parking lot(s) within the Public Transportation Facility for parking uses provided that such parking does not interfere with Landlord's (public transportation) use. Upon the written consent of the Landlord, Tenant may also utilize the Premises for other functions that do not interfere with Landlord's use of the premises.

4.02. Special Provisions Related to Use. Landlord has financed most of the leasehold improvements through funding granted by the Federal Transit Administration, Texas Department of Transportation (TxDOT) and/or other federal and state agencies. The federal funding has been secured through a "Grant Agreement" and/or a "Cooperative Agreement" with the Federal Transit Administration ("FTA") which agreements incorporate the Master Agreement for Federal Transit Administration Agreement authorized by 49 U.S.C 5301 et seq. Unless otherwise approved by the FTA, Tenant agrees, as a material covenant to Landlord as well as to the FTA, to comply with the requirements of the FTA with respect to the Public Transportation Administration Facility constructed by Landlord pursuant to FTA provisions. These provisions require that Landlord maintain the premises primarily for public transportation use, and that the Tenant's temporary use of lease space herein be not inconsistent with the primary Public Transportation purpose of the Facility.

4.03. Shared Use Space. Landlord and Tenant may agree on the shared use of space (i.e., conference rooms) within the Facility consistent with the Landlord's Public Transportation Administration and Tenants Emergency Management functions. Such agreement may be reflected in a future "joint use of space" Agreement.

4.04. Signs. Before erecting or placing any sign upon the Premises, Tenant shall submit the design and specifications of such sign to Landlord for approval, which approval shall not be unreasonably withheld.

4.05. Compliance with Laws. Tenant shall comply with all ordinances, laws, and regulations of all governmental authorities applicable to and as are required for Tenant's use and operation of the Premises as such ordinances, laws, and regulations are enforced by any governmental authority having jurisdiction with respect to the Premises, including, without limitation, the Rules and Regulations of the City of Texas City and the institutional rules and policies of The Federal Transit Administration, State of Texas Department of Transportation, (collectively, "Governmental Regulations"). The City of Texas City may enforce and apply Governmental Regulations on the Premises and to any person in or on the Premises, may authorize officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

4.06. Limitation on Detrimental Uses

a. Tenant shall not use the Premises for any unlawful purpose nor cause, permit, or suffer any waste, damages, or injury to, or nuisance upon, any portion of the Premises. Tenant shall not permit any use of the Premises that is unlawful or sexually explicit or that pertains to sexually oriented businesses.

b. Tenant shall comply with all regulations, ordinances, rules, and laws regarding hazardous substances and wastes applicable to the Premises or to Tenant's or any SubTenant's occupancy and use of the Premises. Any hazardous substances or wastes located on the Premises and arising out of Tenant's or any SubTenant's, contractor's, employee's, or assignee's occupancy and use or activities on the Premises from and after the Effective Date and prior to expiration or earlier termination of this Lease shall be the responsibility of Tenant and Tenant shall be liable and responsible therefor, including, without limitation: (i) removal thereof from the Premises to the extent required by any governmental authority with jurisdiction of any such substances or wastes and the costs therefor; (ii) damages to persons, property, and the Premises caused thereby; (iii) claims resulting therefrom; (iv) fines and costs imposed by any governmental agency in respect thereto; and (v) any other liability as provided by law relating thereto. Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's successors and assigns from any and all such responsibilities, damages, claims, fines, and liabilities, including, without limitation, any costs, expenses and attorney's fees therefor. This indemnification obligation shall survive the expiration or earlier termination of this Lease.

5. RENT

5.01. From and after the Occupancy Date. Tenant agrees to pay to Landlord annual rent in the amount of \$68,250 per year. Tenant shall pay the rent to Landlord in annual installments in advance, making the first annual installment payment no later than the Occupancy Date and each subsequent installment each year on or before the Anniversary Date of the Lease.

6. TAXES

6.01. Landlord and Tenant Exempt Organizations. Landlord and Tenant acknowledge that each is an organization exempt from local taxation and that no ad valorem property taxes should be assessed against either in connection with the Premises or Project. However, to the extent that the activities of either lead to taxes being successfully assessed against the Premises or Project, the party whose activities lead to such assessment shall be responsible to pay the taxes involved.

7. UTILITIES

7.01. Utilities. Landlord and Tenant agree that Tenant shall pay, or caused to be paid, when due, all bills for water, heat, gas, telephone, electricity, garbage disposal and collection, and other utilities associated with Tenant's use of the Premises. In this regard, Tenant may choose to have its' lease of space separately metered so that bills for utilities go directly to the attention of Tenant.

8. NET LEASE

8.01. Net Lease. Landlord shall not be required to make any expenditure, incur any obligation (other than those expressly set forth in this Lease), or incur any liability of any kind whatsoever in connection with this Lease. It is expressly understood and agreed that this is a net lease intended to assure Tenant the Rent herein reserved is on an absolute net basis.

9. IMPROVEMENTS

9.01. Tenant Improvements. Tenant shall use the lease space for the administration and operation of Emergency Management activities or any other public use approved by Landlord that is consistent with FTA regulations. It is understood by Landlord and Tenant that Tenant may make improvements to the lease space suitable to support Emergency Management activity at Tenant's own expense; and, that Tenant will have the right to remove such improvements at the end of its' lease period subject to returning the lease space to its' original condition prior to occupancy by Tenant. Any "non-fixed" improvements not removed by Tenant within sixty (60) days after Tenant's Occupancy ends, will become the property of Landlord.

a. Tenant shall cause all improvements and alterations to the Premises to be designed, constructed, maintained, and operated in accordance with (i) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Texas Architectural Barriers Act (Texas Government Code, Chapter 469), and all regulations promulgated thereunder, and the ordinances of the City of Texas City.

9.02. Protection of Landlord against Cost or Claim. Tenant shall not permit to be foreclosed any mechanic's or materialman's lien or other statutory lien against the Premises or Improvements by reason of work, labor, services, or materials supplied to or at the request of Tenant pursuant to any construction on the Premises, or materials or labor supplied to or at the request of Tenant. Tenant shall pay and discharge, cause to be paid and discharged, or bond around any such mechanic's or materialman's lien filed against the Premises or Improvements within twenty (20) days after the filing thereof. Tenant may in good faith and at Tenant's own expense contest the validity of such asserted lien, claim, or demand, in which event Tenant shall bond around such lien or claim. In no event shall Tenant have the right, authority, or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or material or for any other charge or expense incurred in the construction or alteration of the Improvements.

9.03. Maintenance. Throughout the Term hereof, Tenant, at Tenant's sole cost and expense, shall maintain the Premises and Improvements in good condition and repair (ordinary wear and tear excepted) and operate and maintain the same in accordance with all applicable laws, rules, ordinances, orders, and regulations of federal, state, county, municipal, and other governmental agencies and bodies having jurisdiction over the Premises. Landlord shall have no obligation to maintain or repair the Premises or any Improvements thereon, "with the exception of" those portions of the premises which are occupied by Landlord.

9.04. Ownership of Improvements. Except as otherwise provided herein in respect to Tenant's right to remove certain personal property, all Improvements shall be owned by Tenant until the expiration or earlier termination of this Lease. All Improvements on the Premises at the expiration or earlier termination of this Lease, in accordance with Section 9.01 shall, without compensation to Tenant, become Landlord's property free and clear of all claims to or against them by Tenant or anyone claiming by, through, or under Tenant.

9.05. Alterations. At least sixty (60) days prior to undertaking any material structural alteration, renovation, or remodeling of the Project Improvements ("Remodeling"), Tenant shall submit plans for such Remodeling (the "Remodeling Plans") to Landlord for approval, which approval shall not be unreasonably withheld provided that such changes or alterations (i) are consistent with the Plans and Specifications approved by Landlord, and (ii) do not result in a substantial or material change in the character or the facade of the Public Transportation Administration Facility. Landlord shall either approve or disapprove any such Remodeling Plans within thirty (30) days after receipt of such plans from Tenant.

10. ACCESS

10.01. Access for Landlord. Tenant shall permit Landlord's agents, representatives, and employees to enter on the Premises at reasonable times for the

purpose of review and inspection, to determine whether Tenant "is in compliance with" the terms of this Lease, and for other reasonable purposes.

11. ENCUMBRANCE

11.01. Encumbrance. Tenant shall not have the right to mortgage, pledge, hypothecate, or otherwise transfer or assign the leasehold estate granted hereby as security for a debt or other obligation incurred for the construction, maintenance, operation, repair, or refinancing of the Project Improvements (collectively, a "Mortgage") without consent thereto from Landlord. In no event shall any such Mortgage attach to or become a lien on the Premises or any interest other than Tenant's leasehold estate and other rights, title, and interests granted to Tenant hereunder.

Tenant acknowledges the FTA has certain rights in respect of Tenant's interest in the Project pursuant to the FTA Agreements. Tenant shall recognize the FTA or other appropriate agency, or their assignee (a "FTA Party") as the "Tenant" hereunder in the event an FTA Party succeeds to Tenant's interest in the Project; provided, however, that Tenant has received the assurances from the FTA described in Section 4.02 above, confirmation from the FTA Party of Tenant's rights hereunder, and a reconfirmation from the FTA as to the continuing validity of the assurances given by the FTA pursuant to Section 4.03 above.

12. ASSIGNMENT; SUBLETTING

12.01. Assignment and Sublease. Tenant shall not have the right to assign, sublet, or otherwise transfer Tenant's interest in this Lease other than to an FTA Party which has made an attornment to the Tenant in form and substance satisfactory to Tenant, without the approval of Tenant.

13. INSURANCE; INDEMNITY

13.01. Insurance.

a. Tenant's Insurance. During the Term, Tenant will keep and maintain (or cause to be kept and maintained) in force policies of:

i. All-risk property insurance (also called special form insurance) on the Improvements or any replacements or substitutions therefor and Tenant's fixtures and personal property, with deductibles in an amount that Tenant may reasonably determine and Landlord approves, from and after commencement of construction of the Project Improvements, against Insurable Risks (hereinafter defined), and builder's risk completed value form during construction, in amounts not less than

one hundred percent (100%) of actual replacement cost (exclusive of cost of excavation, foundations, footings below the surface of the ground, and costs of underground flues, pipes, and drains). The actual replacement cost shall be confirmed from time to time (but not more frequently than once in any twelve (12) calendar months) at the request of Landlord, by one of the insurers or, at the option of Landlord, by an appraiser, engineer, architect, or contractor approved by the issuer of such insurance policy and paid by Landlord. "Insurable Risks" means those risks covered by the Texas Standard Form Fire and Extended Coverage Policy (Including fire and direct loss by windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, and land vehicles); sonic shock wave; and leakage from fire protective equipment;

ii. Commercial General Liability insurance with the following coverages: (a) premises/operations; (b) independent contractors; (c) broad form contractual liability specifically in support of, but not limited to, the indemnification provisions contained in this Lease; (d) broad form property damage; (e) personal injury liability with employee and contractual exclusions removed; (f) liquor liability; and (g) a severability of interest endorsement, and with the following limits: limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, sickness, or death, and property damage; and umbrella excess liability insurance for bodily injury and property damage (occurrence basis) above the coverages described above and with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. Landlord shall be named as an additional insured.

b. Waiver of Subrogation. Tenant shall secure an appropriate clause in, or an endorsement upon, each policy of insurance required to be provided by it hereunder, except for the commercial general liability policy, pursuant to which the respective insurance companies waive subrogation and rights of recovery or permit the insured to agree with the other party hereto to waive any claim it might have against such party. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agent of each party hereto and their respective contractors and employees and, in the case of Landlord, shall also extend to all the persons occupying or using all or any part of the Improvements from time to time.

13.02. Indemnity. Tenant, to the extent permitted and/or authorized by the Laws and Constitution of the State of Texas, hereby agrees to defend and indemnify and hold harmless Landlord from and against all claims and all costs, expenses, and liabilities incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of or in any way related to Tenants', Sub-Tenants', and/or Tenant's assignees', employees', contractors', guests', and/or invitees' use or occupancy of the Premises or any of the activities of any such parties in or on the Premises, and/or the design or construction of the Improvements.

13.03. Contractor's Insurance. Tenant shall cause any contractor of Tenant performing work on the Premises to maintain insurance as follows, with such other terms, coverages, and insurers as Tenant shall reasonably require from time to time:

a. Commercial General Liability Insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of not less than One Million Dollars (\$1,000,000) with respect to personal injury, death, or property damage; and

b. Workers' Compensation Insurance in form and amounts required by law, and employer's liability insurance with not less than the following limits:

Each Accident	\$500,000
Disease--Policy Limit	\$500,000
Disease--Each Employee	\$500,000

Such insurance shall contain a waiver of subrogation provision in favor of Tenant and its employees and agents.

Tenant's contractor's insurance shall be primary and not contributory to that carried by Tenant, Tenant, their agents, or Lender. Tenant and Tenant shall be named as additional insureds on Tenant's contractor's insurance policies.

14. CASUALTY

14.01. Damage to Improvements. Should the Improvements or any other fixtures on the Premises be wholly or partially destroyed or damaged by fire or any other casualty whatsoever during the Term, Tenant shall commence the work of repair, reconstruction, or replacement of the damaged or destroyed Improvements and fixtures and prosecute the same with reasonable diligence to completion, so that the same shall, at the sole expense of Tenant, be restored to substantially the same size, function, and value as existed prior to the damage. If Landlord fails to complete the portion of the Improvements for which Landlord is responsible within ninety (90) days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

14.02. No Abatement of Rental. In no event shall Tenant be entitled to any abatement, allowance, reduction, or suspension of Rent or other charges herein reserved.

15. CONDEMNATION

15.01. Condemnation.

a. **Definitions.** The following definitions apply in construing provisions of this Lease relating to a taking of all or any part of the Premises or the Improvements or any interest in them by eminent domain or inverse condemnation:

i. **Taking** means any taking by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning authority or entity under threat of condemnation in avoidance of an exercise of eminent domain. The Taking shall be considered to take place as of the later of (x) the date actual physical possession is taken by the condemnor or (y) the date on which the right to compensation and damages accrues under the law applicable to the Premises.

ii. **Total Taking** means the Taking of the fee title to all the Premises and the Improvements.

iii. **Substantial Taking** means the Taking of so much of the Premises or Improvements or both that the remaining Premises would not be economically and feasibly usable, in Tenant's reasonable opinion, by Tenant, or the Improvements would be, in Tenant's reasonable opinion, other than reasonably efficient or economic for Tenant's use.

b. **Notice to Other Party.** The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

i. Notice of intended Taking.

ii. Service of any legal process relating to condemnation of the Premises or Improvements.

iii. Notice in connection with any proceedings or negotiations with respect to such condemnation.

iv. Notice of intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of condemnation.

c. **Representative of Each Party; Effectuation.** Tenant and Landlord shall each have the right to represent its respective interests in each proceeding or negotiation with respect to a Taking or intended Taking and to make full proof of his or its claims. Tenant and Landlord each agree to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to condemnation.

d. **Total or Substantial Taking.** On a total Taking, Tenant's obligation to pay Rent shall terminate on the day of Taking. If Tenant determines that the Taking

is substantial under the definition appearing in Subsection 16.01 a.iii., Tenant may, by notice to Landlord given within one hundred twenty (120) days after Tenant receives notice of Intended Taking, elect to treat the Taking as a Substantial Taking. If Tenant does not so notify Landlord, the Taking shall be deemed a Partial Taking. A Substantial Taking shall be treated as a Total Taking if (1) Tenant delivers notice to Landlord within one hundred twenty (120) days after Tenant receives notice of Intended Taking, as provided above, and (2) Tenant is not in default under this Lease and has complied with all Lease provisions concerning apportionment of the award. If these conditions are not met, the Taking shall be treated as a Partial Taking.

e. Delivery of Possession. So long as Tenant is not in Default under this Lease, Tenant may continue to occupy the Premises and Project Improvements until the day of Taking.

f. Award for Total Taking. On a Total Taking, the award therefor shall be distributed and paid to Tenant and Landlord as their respective interests under this Lease (as if the same had not been terminated) may appear. In determining their respective interests:

i. The interest of Landlord shall be based on the value of Landlord's reversionary interest in the Premises and Improvements taking into account the leasehold estate created by this Lease, the amount of rental paid by Tenant and the value of non-monetary consideration, if any, to Tenant hereunder, and all of the other terms and provisions of this Lease; and

ii. The interest of Tenant shall be based on the value of Tenant's interest in the Premises and Improvements, including the value of the improvements for the Term and the value of Tenant's leasehold estate and interests under this Lease.

g. Partial Taking. In the event of a Partial Taking, Landlord shall be entitled to a portion of the award equal to the value of the fee simple title to the portion of the Premises taken, exclusive of the value of the Improvements and Tenant shall be entitled to the balance of the award. In such event, this Lease shall remain in full force and effect covering the remaining portion of the Premises. Tenant shall, subject to the rights of each Lender, promptly commence reconstruction of the Improvements damaged by such Partial Taking to as near the condition as existed prior to such Taking as is reasonably practicable and diligently prosecute the same to completion.

h. Taking of Less than Fee Title. On any Taking of the temporary use of all or any part or parts of the Premises or Improvements or both for a period, or of any estate less than the fee, ending on or before the expiration date of the Term, neither the Term nor the Rent shall be reduced or affected in any way, and Tenant shall be entitled to any and all awards for the use or estate taken. If any such Taking is for a period extending beyond the expiration date of the Term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

16. DEFAULT; REMEDIES

16.01. Tenant's Default. Each of the following events shall be a default by Tenant and a breach of this Lease:

a. Failure to timely and fully perform Tenant's obligations under Article 9 of this Lease or under the FTA Agreements.

b. Failure or refusal to pay when due the Rent as provided in Article 5 of this Lease.

c. Failure or refusal to pay when due any other sum required by this Lease to be paid by Tenant if such failure to pay is not cured within twenty (20) days after written notice thereof is provided to Tenant.

d. Failure by Tenant to perform as required any other covenant, agreement, or obligation (other than the payment of a liquidated sum of money) of Tenant under this Lease if the same is not cured within thirty (30) days after notice of such failure from Landlord to Tenant; provided, that, if such default is of a nature that cannot reasonably be expected to be cured within said thirty (30) days, then for such longer time as may be reasonably necessary so long as Tenant commences the cure within said thirty (30) days and thereafter diligently prosecutes the same to completion.

e. The taking by execution of Tenant's leasehold estate for the benefit of any person other than a Lender or purchaser at a foreclosure under a Mortgage.

f. The filing of a petition for relief against Tenant, as debtor, under the Federal Bankruptcy Code (the "Code"), as now or hereafter constituted, or any other applicable federal or state law of similar import, or the entry of a decree or order by a court having jurisdiction over the Premises, appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for Tenant or any substantial part of the properties of Tenant or ordering the winding up or liquidation of the affairs of Tenant, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

g. The commencement by Tenant of a voluntary case under the Code, as now or hereafter constituted, or any other applicable federal or state law of similar import, or the consent or acquiescence by Tenant to the commencement of a case under the Code or such similar law or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for Tenant or any substantial part of the property of Tenant.

16.02. Landlord's Remedies. Upon default hereunder by Tenant, Landlord has the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

a. Landlord may, at Landlord's election, terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all of Tenant's rights in the Premises and in all Improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Premises and all Improvements and Landlord may re-enter and take possession of the Premises and all Improvements and eject all parties in possession or eject some and not others or eject none. Termination under this Section 16.02.a, shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant.

b. Landlord may, at Landlord's election, re-enter the Premises, and, without terminating this Lease, at any time and from time to time relet the Premises and Improvements or any part or parts of them for the account and in the name of Landlord or otherwise. Landlord may, at Landlord's election, eject all persons or eject some and not others or eject none. Landlord shall apply all rents from reletting, if any, first to the reasonable costs and expenses incurred by Landlord in reletting the Premises, then to the reasonable costs and expenses incurred by Landlord in operating and maintaining the Improvements, and the balance to rents and other sums payable by Tenant to Landlord. Landlord shall have no duty to remit any sums thus collected to Tenant. Any reletting may be for the remainder of the term or for a longer or shorter period. Landlord may execute any leases made under this provision either in Landlord's name or in Tenant's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or Improvements or both. No act by or on behalf of Tenant under this provision shall constitute a termination of this Lease unless Landlord gives notice of termination. Nothing contained herein shall be deemed to place any obligation on Landlord to relet the Premises.

16.03. Mitigation of Damages. If Tenant abandons the Premises or vacates the Premises, or if Landlord terminates Tenant's right to possession of the Premises as a result of a default by Tenant, Landlord shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, unless applicable law imposes such an obligation on Landlord and prohibits a waiver of that obligation. To the fullest extent allowed by law, Tenant hereby waives any obligation on the part of Landlord to mitigate damages. If applicable law requires Landlord to mitigate damages under any circumstances and prohibits a waiver by Tenant of that obligation, the parties hereby agree that Landlord shall have taken objectively reasonable efforts to so mitigate if Landlord has done either of the following within one hundred twenty (120) days after Tenant no longer occupies the Premises: (a) announce the availability of the Premises for lease in a suitable trade journal or Galveston County, Texas newspaper once a month, or request proposals for lease of the Premises by a request for proposals process as determined by Landlord; or (b) show the Premises to prospective Tenants. Landlord acknowledges the unique nature of the Premises and agrees that Tenant

shall have no obligation to lease the Premises to any willing Tenant. Rather, the Tenant must be suitable under the circumstances and in Landlord's sole discretion, considering such factors, among others, as financial responsibility, the identity and business reputation of the proposed Tenant, and the experience of the proposed Tenant in operating similar projects.

16.04. Notice of Landlord's Default. Each of the following events will constitute a default by Landlord: Landlord shall not be considered to be in default under this Lease unless (a) Tenant has given written notice specifying the default and (b) Landlord has failed for sixty (60) days after receipt of such notice to cure the default or to commence cure within such time and then pursue the same diligently.

a. Landlord's failure, at the expiration of five (5) business days following Tenant's notice to Landlord of Landlord's failure to have responded timely to reviews of submittals of plans and specifications, or other timely reviews required through this lease, may result in damages to Tenant to the extent that Tenant incurs increased design and construction costs directly attributable to Landlord's delay as indicated herein. The foregoing shall not apply, however, to Landlord's obligations in this Lease to respond to submittals of the Plans and Specifications until the expiration of five (5) business days following Tenant's notice to Landlord of Landlord's failure to have responded timely

b. Landlord's failure to fulfill its ground lease obligation to Tenant prior to the expiration of the term of the initial lease, or any extension thereof, thereby preventing Tenant from fulfilling its responsibilities to the FTA to provide for "continuing control of use of project facilities and equipment" throughout the useful life of the project, and thereby precluding public transportation services from the federally financed facility.

16.05. Tenant's Remedies -- Tenant's remedies for Landlord's default are to sue for damages. However, before the commencement of any suit for damages, Tenant shall notify Landlord in writing of such default and Landlord shall have thirty (30) days to cure such default. In the event Landlord has not cured said default within thirty (30) days of receiving Tenant's written notification, Tenant may remediate such default at his own expense and shall be entitled to deduct such expense from the next rental payment due to Landlord, or Tenant may terminate this lease, releasing Tenant from any and all of Tenant's obligations herein.

16.06. Unavoidable Default or Delay; Waiver. Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for the period of any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Lease for the payment of Rent, Additional Rent, Impositions, Taxes, insurance premiums, or obligations to pay money that are treated as Rent or Additional Rent. The causes referred to above are strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this State or of the United States, riots, insurrections, civil commotion, inability to obtain

labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties, or other causes beyond the reasonable control of the party obligated to perform (collectively, "Force Majeure").

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorney's fees; provided, however, that Tenant shall be so obligated only to the extent permitted under the laws and Constitution of the State of Texas and Tenant's attorney's fees for Tenant's attorneys shall be the actual amount paid or an amount calculated at a rate equal to the average rate charged by attorneys for comparable services in law firms offering similar services with at least twenty (20) partners, shareholders, or members with offices in Houston, Texas, whichever is greater.

17. REPRESENTATIONS AND WARRANTIES

17.01. Tenant's Representations and Warranties. Tenant represents and warrants that:

a. As of the execution date of this Lease, Tenant is a political subdivision duly organized and validly existing under the laws of the State of Texas and is duly qualified to transact business under the laws of the State of Texas and has the power and authority to carry on its business as presently conducted and as contemplated to be conducted on the Premises by this Lease and to enter into and perform its obligations under this Lease; and the execution, delivery, and performance by Tenant of this Lease has been duly authorized by all necessary procedures of the City of Texas City..

b. As of the execution date of this Lease, the execution, delivery, and performance of this Lease by Tenant will not violate any law or Tenant's organizational documents.

17.02. Landlord's Representations and Warranties. Landlord represents and warrants that:

a. Except as disclosed to Tenant, as of the execution date of this Lease, Landlord is the record owner of the Premises and Landlord has all power and authority necessary to "enter into" this Lease.

b. As of the execution date of this Lease, to Landlord's current actual knowledge, there is no pending or threatened condemnation action pertaining to the Premises.

c. Except as disclosed to Tenant, Landlord has not executed any lease covering the Premises that has not been terminated or the term of which has not expired.

18. EXPIRATION; TERMINATION

18.01. Tenant's Duty to Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord possession of the Premises and all portions of the Project located on or over the Premises, together with all fixtures, trade fixtures, equipment, and personal property located on the portions of the Premises owned by Landlord and used in connection with the operation of the Project, but specifically excluding Tenant's inventory, computers, maintenance equipment, furniture, furnishings, and other office equipment, all of which Tenant shall have the right and option to remove. Tenant shall leave the surrendered Premises, improvements, and any other property reasonably necessary to operate the Premises and portions of the Project located on or over the Premises in good condition. All property that Tenant is required to surrender shall become Landlord's property at the expiration or earlier termination of this Lease without compensation to Tenant. All property that Tenant is not required to surrender but that remains on the Premises for thirty (30) days following the expiration or earlier termination of this Lease shall, at Landlord's election, become Landlord's property at the expiration or earlier termination of this Lease without compensation to Tenant.

If Tenant fails to surrender as aforesaid at the expiration or sooner termination of this Lease, Tenant shall, to the extent permitted by law, defend and indemnify Landlord from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding Tenant founded on or resulting from Tenant's failure to surrender.

18.02. Holding Over. This Lease shall terminate without further notice at the expiration of the Term. Any holding over by Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Premises and/or the improvements located on or over either, except as otherwise expressly provided in this Lease, and Tenant shall pay, as liquidated damages, the then current fair market rental value of the Premises and the improvements located on or over both, calculated on a per diem basis, multiplied by two (2) for the period during which Tenant possesses such property beyond the expiration hereof.

18.03. Transit Need. The Landlord reserves the right to terminate this agreement if use of the leased space is necessary for a public transportation purpose which cannot otherwise be accommodated within the remainder of the facility. This request shall be made in writing by the Landlord to the Tenant in a manner which describes the transit need and how the space shall be utilized. The Tenant shall be given the opportunity, via a 180-day cure period, to provide for an alternate arrangement to accommodate the need of the Landlord. If the alternate arrangement is

not acceptable to the Landlord, the Tenant will be given up to 365 days to vacate the premises and to find other accommodations.

19. GENERAL CONDITIONS; MISCELLANEOUS PROVISIONS

19.01. Transactions Between Parties.

a. Approval of Ancillary Agreements. Tenant agrees that if it becomes necessary or desirable for Landlord to approve in writing any ancillary agreements or documents concerning the Premises or concerning the construction, operation, or maintenance of the Project Improvements or to alter or amend any such ancillary agreements between Tenant and Landlord or to give any approval or consent of Landlord required under the terms of this Lease, Tenant hereby authorizes, designates, and empowers the Mayor of the City of Texas City or successors in function, as empowered to execute such documents; however, any approval of "ancillary agreements" may require the City of Texas City Commission and Gulf Coast Center Board of Trustees approval.

b. Notice. As used in this Lease, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. All notices must be in writing. Notice is considered given either (a) when delivered in person or by facsimile transmission (however, if a facsimile transmission is received after 5:00 p.m. Central Time, it shall be deemed received the following business day) to the recipient named as below, or (b) three (3) days after deposit in the United States mail in a sealed envelope, wrapper, or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Notice to Tenant:

Mayor
City of Texas City
1801 9th Avenue North
City of Texas City, Texas 77592

Notice to Landlord:

Chief Executive Officer
Gulf Coast Center
Administrative Office
10000 Emmett F Lowry, Suite 1220
Texas City, Texas 77591

Facsimile notices shall be followed by delivery by first class mail as provided above. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another person whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

c. Nonmerger of Fee and Leasehold Estates. Notwithstanding any other provision of this Lease to the contrary, if both Tenant's and Landlord's estates in the Premises or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger or any contrary provision of this Lease except at the express written election of the owner.

d. Estoppel Certificates. At any time and from time to time, within thirty (30) days after notice of request by Tenant or Landlord, the other party shall execute, acknowledge, and deliver to the other or to such recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the Rent and any other charges have been paid in advance and that there are no defaults hereunder, or if there are, specifying those defaults with particularity. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker, and investment banker and by any prospective purchaser or encumbrancer of the Premises or all or any part or parts of Tenant's or Landlord's respective interests under this Lease.

e. Joint and Several Obligations. If either Tenant or Landlord consists of more than one person, the obligation of all such persons is joint and several.

19.02. Interpretation of Lease.

a. Captions, Table of Contents. The captions, if any, of the Lease and the captions of the various Articles, Sections, and Subsections of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

b. Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

c. Singular and Plural. The singular number includes the plural whenever the context so requires. References herein to "person", means one or more persons, or one or more entities, or any combination of persons and entities.

d. Exhibits, Addenda. The following Exhibits A-B are incorporated herein for all purposes, "whether or not" they are attached, provided that, if not attached, have been signed or initialed by the parties:

No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors and the warranties, representations, and covenants in this Lease. The failure or refusal of either party to inspect the Premises, to read the Lease or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice. This Lease may not be changed except by written instrument signed by both Tenant and Landlord.

e. Severability. The invalidity or illegality of any provision shall not affect the remainder of the Lease.

f. No Partnership, Joint Venture, or Principal-Agent Relationship. Nothing in this Lease or any acts of the parties hereto shall be construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties.

g. Time of Essence. Time is of the essence with respect to the performance of each of the terms, provisions, covenants, and conditions contained in this Lease.

h. Texas Law to Apply. This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

19.03. Successors. Each and all covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties. References herein to "Landlord" shall mean the person who is the owner at the time in question of the Premises, whether singular or plural in number, and whether named in this Lease as Landlord or having become the successor in interest of the named Landlord, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent or by operation of law. References herein to "Tenant" shall mean the person named as Tenant in this Lease, whether singular or plural in number, or the person who at the time in question is the successor in interest of Tenant, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent or by operation of law. It does not, however, include any person claiming under any assignment or sublease or other transfer prohibited by this Lease, and this definition does not alter the provisions of this Lease relating to assignment or subletting.

19.04. Nondiscrimination. Any impermissible discrimination by Tenant or its agents or employees "on the basis of" race, color, sex, age, religion, national origin, veteran's status, or disability in employment practices or in the performance of the terms, conditions, covenants and obligations of this Lease is prohibited. Accordingly, Tenant will exercise its reasonable efforts in good faith, consistent with prudent business practices, to include women-owned and minority-owned small business enterprises as material suppliers, as contractors, and/or as subcontractors in planning, designing, developing, constructing, operating, and maintaining the Premises during construction and following completion.

19.05. Conflict of Interest. Tenant acknowledges that it is informed that Texas law prohibits contracts between Tenant and its officers, and that the prohibition extends to contracts with any partnership, corporation, or other organization in which any such officer has an interest. Tenant certifies (and this Lease is made in reliance thereon) that neither Tenant nor any person having an interest in this Lease by, or under Tenant is an officer of Tenant.

19.06. No Broker. Tenant and Landlord each indemnifies and agrees to hold the other harmless from any claims for real estate leasing commissions or finders fees in respect to the transaction entered into under this Lease alleged to be due because of any act of the indemnifying party and from any loss, liability, damage, cost, or expense (including attorney's fees) of defending or settling such claims. Tenant's obligation to indemnify Landlord shall apply to the extent permitted by law and/or authorized by the Constitution and laws of the State of Texas.

20. EXECUTION

20.01. Execution in Counterparts. This Lease is executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.


This Lease is executed on the dates shown below, to be effective for all purposes on the date first written above.

Date: October 14, 2019

By: 

Mayor
City of Texas City
"Tenant"

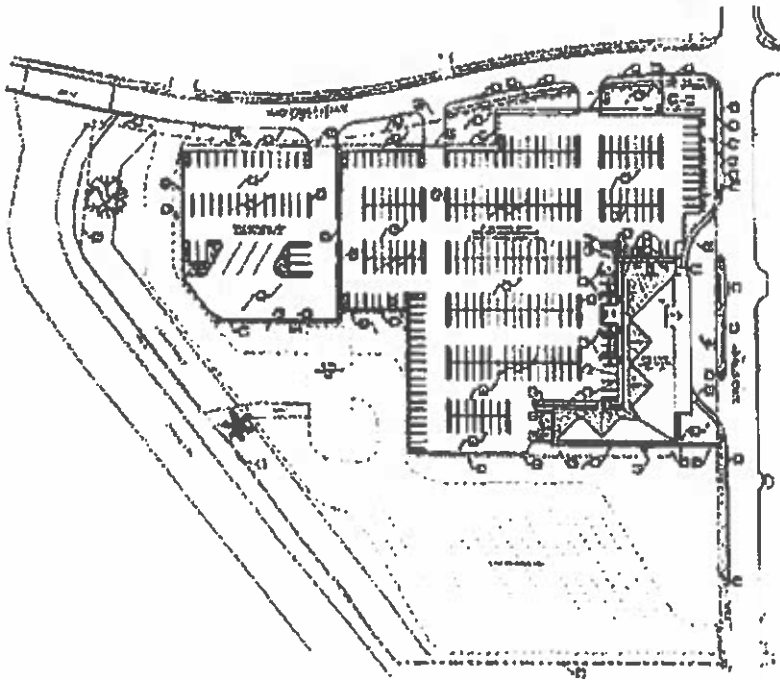
Date: 09 03, 2019

By: 
Chief Executive Officer
Gulf Coast Center
"Landlord"

Exhibits

EXHIBIT A

Public Transportation Administration Facility



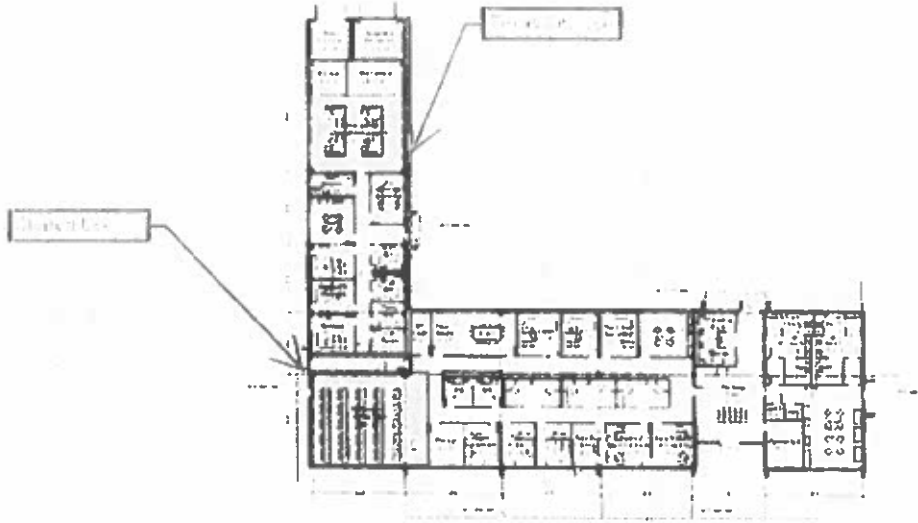
GENERAL NOTES	
1.	SEE ARCHITECT'S DRAWINGS FOR DETAILS.
2.	CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
3.	ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
4.	PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

MATERIALS	
1.	CONCRETE
2.	STEEL
3.	ASPHALT
4.	PAVEMENT

DIMENSIONS	
1.	Overall length of building
2.	Overall width of building
3.	Overall height of building
4.	Overall depth of parking area
5.	Overall width of parking area
6.	Overall length of driveway
7.	Overall width of driveway
8.	Overall length of sidewalk
9.	Overall width of sidewalk
10.	Overall length of street frontage
11.	Overall width of street frontage
12.	Overall length of lot
13.	Overall width of lot
14.	Overall length of easement
15.	Overall width of easement

EXHIBIT B

Lease Space





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To: Travis Madison
Public Transportation Coordinator, TxDOT

From: Sean Middleton
Executive Director

Date: April 17, 2023

RE: Request to Purchase from State Cooperative Contract, 23-002 Vehicle Replacement

The Gulf Coast Transit District (GCTD) is procuring five transit vehicles. The GCTD is planning to use the State of Oklahoma cooperative contract to purchase the vehicles from Creative Bus Sales. Please find enclosed the required documentation, per TxDOT PTN124, Procurement Checklist (Rolling Stock). The documentation includes the following:

- Procurement Checklist (PTN-124)
- Written Procurement History for Procurement Preparation and Planning
- DBE Participation Memo
- Transit Vehicle Information
- Independent Cost Estimate

Upon approval of the PTN-124 by TxDOT, GCTD will develop the pre-award documentation, including preparation of the Consolidated Certification Form, PTN-130 by Creative Bus. Subsequently, GCTD will request approval from TxDOT to order the vehicles through the State of Oklahoma Cooperative.

All correspondence regarding this request should be directed Sean Middleton, smiddleton@gulfcoasttransitdistrict.com, 409.944.4446 and Sandra Sabatier, ssabatier@gulfcoasttransitdistrict.com.



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gulfcoasttransitdistrict.com

To: Procurement File – Solicitation 23-002 Vehicle Replacement Procurement

From: Sean Middleton
Executive Director

Date: April 17, 2023

RE: Written Record of Procurement History – Procurement Planning and Preparation

Background:

The Gulf Coast Transit District (GCTD), is a Chapter 458 Texas Transportation Code Urban and Rural Transit District. GCTD was formed in May 2020 to assume the responsibility of providing public transportation in Galveston and Brazoria counties from the Gulf Coast Center (GCC) beginning in Spring 2021.

As a public transportation sub-recipient of Federal Transit Administration (FTA) funds, which are administered by the Texas Department of Transportation (TxDOT) and an FTA Grantee, GCTD is maintaining a record detailing the procurement of Vehicle Replacements, including four full-sized vans and one bus, categorized as rolling stock by FTA. This solicitation is subject to all TxDOT requirements and GCTD is required to coordinate this solicitation with the TxDOT Public Transportation Coordinator (TxDOT-PTC) using PTN-124, Procurement Checklist. The vehicles will replace eligible transit vehicles described as vehicles that are at or above their expected useful life mileage.

Procurement Method:

To ensure the most efficient and economic purchase and timely delivery of the replacement vehicles to GCTD, GCTD investigated the State of Texas Cooperative Purchasing Program, H-GACBuy and the State of Oklahoma Cooperative. GCTD plans to use the State of Oklahoma Cooperative to satisfy federal and state competitive bidding requirements, according to TxDOT guidance.

The following formal opinion from FTA Legal Counsel, Mr. Eldridge Onco, Region VI, approves the State's procurement procedures and policies including 'full and open competition' used to procure replacement vehicles under the Cooperative.

"As set forth in FTA Circular 4220.1F in Chapter V (Sources), Section 4 (State or Local Government Purchasing Schedules or Purchasing Contracts), FTA uses the term, 'state or local government purchasing schedule', to mean an arrangement that a State or Local Government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or Local Government, and its subordinate government entities to acquire specific property or services in the future at established prices. While a State purchasing schedule might also be

referred to as a 'State Contract', a 'State Supply Schedule, etc., for the purpose of FTA's third party contracting program and Circular 4420.1F, these types of contractual arrangements by the States are mostly characterized by their open-ended scope (i.e., no definite or minimum-maximum quantities are specified). However, under the provisions of the former and now re-codified Common Grant Rule, FTA will defer to a State's own procurement procedures and policies, which includes the 'full and open competition' requirement, when a State solicits and establishes these types of arrangements with vendors. However, since all other applicable Federal requirements will apply to a grantee's procurement from a State purchasing schedule, FTA will permit a grantee to append the required Federal clauses and certifications to the purchase order which will be executed by the grantee and the vendor. Thus, State purchasing schedules are a permissible source of procurement for FTA grantees, but only from State purchasing schedules within a grantees own State."

As stated above, GCTD is responsible for appending all applicable Federal and State clauses and certifications to the purchase order for the replacement vehicles (Rolling Stock). Prior to the issuance of the purchase order (PO), the vehicle dealer/Transit Vehicle Manufacturer (TVM) will be required to acknowledge applicable Federal Clauses such as Fly America, Buy America, Cargo Preference Requirements, Clean Water, Bus Testing, Pre-Award and Post Delivery Audit Requirements, Lobbying, Access to Records and Reports, Federal Changes, Clean Air, Contract Work hours and Safety Standards Act, no Federal Government Obligation to Third Parties, Program Fraud and False or Fraudulent Statements and Related Acts, Termination, Government-Wide Debarment and Suspension, Civil Rights Requirements, Breaches and Dispute Resolution, Disadvantaged Business Enterprises, Incorporation of Federal Transit Administration (FTA) Terms and Americans with Disabilities Act (ADA) Accessibility, as well as executing the PTN-130, TxDOT Consolidated Certification form. The vehicle dealer/TVM will be required to execute pre-award certifications for FMVSS, Buy America, Bus Testing Lobbying, Suspension and Debarment and TVM DE Participation Compliance, as well as, Post-Delivery Certifications for FMVSS, Buy America, Domestic Content and Motor Vehicle Safety Pollution Requirements Certification.

Contract Type:

A firm fixed-price contract is the appropriate contract type based on the cost of the vehicles. The pricing would remain unchanged throughout the term of the contract, as stated in The State of Oklahoma Cooperative Contract.

Contractor Selection:

Contractor: Creative Bus Sales, Inc.
Procuring Agency: State of Oklahoma, Central Purchasing Division
Contract Link: <https://www.ok.gov/dcs/solicit/app/solicitationDetail.php?solID=3772>
Contract Number: SW0797

Price:

The total price for the five transit vehicles is \$516,051.00, per the attached quotes received from Creative Bus Sales, Inc.

Enclosures:

1. Disadvantaged Business Enterprise Participation Memo
2. Independent Cost Estimate
3. Procurement Checklist PTN 124
4. Creative Bus Sales Quotes



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To: Procurement File – Solicitation 23-002 Vehicle Replacement Procurement

From: Sean Middleton
Executive Director

Date: April 17, 2023

RE: Disadvantaged Business Enterprise (DBE) Participation

Background:

The Gulf Coast Transit District (GCTD), as a public transportation sub-recipient of Federal Transit Administration (FTA) funds, which are administered by the Texas Department of Transportation (TxDOT), and an FTA Grantee, is maintaining a record detailing the procurement of Vehicle Replacements, including four full-sized vans and one bus, categorized as rolling stock by FTA. This solicitation is subject to all TxDOT requirements and GCTD is required to coordinate this solicitation with the TxDOT Public Transportation Coordinator (TxDOT-PTC) using PTN-124, Procurement Checklist. The vehicles will replace eligible transit vehicles described as vehicles that are at or above their expected useful life mileage.

DBE Participation:

Braun Corporation has received notice of Eligibility to Bid on FTA-Assisted Transit Vehicle Procurements in FY 2023, per attached letter from US Department of Transportation. The memo certifies Braun Corporation compliance with 49 CFR Part 26. Braun Corporation is included in the Eligible TVMs List, see attached.

Attachments: US Department of Transportation DBE Certification Memo
Eligible Transit Vehicle Manufacturers List



U.S. Department
of Transportation
**Federal Transit
Administration**

Headquarters

East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

November 4, 2022

Ken Morgel
Braun Corporation
631 W. 11th Street
Winamac, IN

Re: Notice of Eligibility to Bid on FTA-Assisted Transit Vehicle Procurements in FY 2023

Dear Mr. Morgel:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Braun Corporation's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2023 for the period of October 1, 2022–September 30, 2023. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

FTA is currently reviewing your firm's DBE goal methodology. Pursuant to 49 CFR 26.49(a)(1), your firm is eligible to bid on FTA-assisted transit vehicle procurements in FY 2023 pending FTA's review. During the review process you must continue to implement your DBE program in good faith.

You may provide this letter to certify compliance with 49 CFR Part 26 for purposes of bidding on FTA-assisted transit vehicle procurements in FY 2023. FTA has also included your firm in the Eligible TVMs List on its website. If you have any questions, please contact the FTA DBE Team via email at FTATVMSubmissions@dot.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "S.H. Pichon".

Scott Pichon
Equal Opportunity Specialist, Office of Civil Rights Policy and Engagement
FTA Office of Civil Rights

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[Home](#) / [Regulations and Programs](#) / [Civil Rights/ADA](#)

Civil Rights/ADA

[Americans with Disabilities Act \(ADA\)](#)

[Title VI of the Civil Rights Act of 1964](#)

[Disadvantaged Business Enterprise \(DBE\)](#)

[Equal Employment Opportunity \(EEO\)](#)

[Training Materials](#)

[File a Complaint with FTA](#)

[FAQ](#)

Related Links

- [Transit Vehicle Manufacturers \(TVMs\)](#)
- [Transit Vehicle Award Reporting Form](#)

Contact Us

Office of Civil Rights
Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

Phone: [888-446-4511](tel:888-446-4511)
Business Hours:
8:30am-5:00pm ET, M-F

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Eligible Transit Vehicle Manufacturers

DBE regulations require FTA recipients to report transit vehicle procurement awards (49 CFR 26.49). Since November 2014, FTA grantees have been required to submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract. Only eligible TVMs may bid on FTA-assisted transit vehicle procurements. Transit vehicle manufacturers that have submitted a goal methodology to FTA that has been approved, or has not been disapproved, at the time of solicitation are eligible to bid (49 CFR 26.49(a)(1)). To remain eligible, TVMs must submit their DBE goal methodology to FTA by August 1 of each year. The following is a list of eligible TVMs:

Transit Vehicle Manufacturer	Address	FY2023 DBE Goal %	DBE Liaison Official Email
A and J Vans, Inc.*	333 West Washington Street Valders, WI	2.06%	Travis Pfide
Advanced Wheels of Technology, Inc.*	33 Bradley Park Road P.O. Box 908 East Granby, CT	1.20%	Ed Basile
Alexander Dennis*	31566 Railroad Canyon Road, Suite 342 Canyon Lake, CA	2.50%	Ludy Lovitt
Alstom Transportation, Inc.*	1 Transit Drive Hornell, NY	5.80%	James J.D. Daniel
ARBOC Specialty Vehicles, LLC*	51165 Greenfield Parkway Middlebury, IN	1.00%	Jessica Berdeau
Arrival Automotive USA, Inc.*	240 Twin Dolphin Drive, Suite A Redwood City, CA	1.86%	Clarence Tong
Blue Bird Body Company*	402 Blue Bird Boulevard, P.O. Box 937 Fort Valley, GA	1.16%	Linda Bealower
Braun Corporation d/b/a BraunAbility*	631 W. 11th Street Winamac, IN	0.51%	Ken Worgel
Brookville Equipment Corporation*	175 Evans Street Brookville, PA	3.31%	Hailey Blasosky
BYD Coach & Bus, LLC*	1800 South Figueroa Street Los Angeles, CA	2.50%	Edo Santibago
CAD Railway Industries Ltd.*	155 Boulevard Montreal-Toronto, Lachine, Quebec City, Canada	8.65%	Michael Lucy
CAF USA, Inc.*	1401 K Street, NW Washington, DC	2.33%	Tonia Crosby



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Independent Cost Estimate

AGENCY: Gulf Coast Transit District	Solicitation No. 2023-002	March 29, 2023
PROJECT ADMINISTRATOR	ITEMS BEING PROCURED	COST ESTIMATE
NAME: Sean Middleton TITLE: Executive Director	(1) Lone Star Promaster 3500 and (4) Braun Side Entry 3.6L	\$516,051.00

Estimate was obtained using the following process:

Other

GCTD Requests approval to use the State of Oklahoma competitive bid Contract #SW0797C.
Contract period is 02/01/2020 through 01/31/2024.



Procurement Checklist

Monitoring Requirements -

This form tracks compliance with 2 CFR Parts 200 & 1201, 49 CFR, 571, 663 & 665, FTA Circular 4220.1F, Texas Administrative Code 31.44, the Transit Project Management Manual, the grant agreement, and DBE requirements. This form complements the procurement section of the PTN-129 Compliance Review form. Required documentation is indicated on this form by * and listed on p.2. More information is available on the PTN web site.

I. Procurement Preparation & Planning

A. Preparation - steps to comply with universal requirements should be taken as early as possible so any required board actions to establish or modify policies or procedures do not delay the procurement.

Does the agency have written procurement procedures, standards for procurement officials, and protest procedures as outlined in section 5, "Procurement" of PTN Form 129? Yes No [X] [] If yes, indicate the date this was completed or checked: 08/2020

B. Planning (or pre-solicitation phase)

Item to be procured: Vehicle Replacements Agency / Contract #: Gulf Coast Transit District Procurement Method: State of Oklahoma Coop Independent Cost Estimate (ICE): \$239,081.00

Has the transit agency provided the PTC a solicitation copy (advertisement or letter to vendors) prior to issuance? (See VI.A.2) * (TxDOT approval required when the ICE exceeds \$50,000 for local governmental agencies or \$25,000 for other entities.) Yes No [X] [] Is the procurement method appropriate? (see chapter VI - 3 of 4220.1F) Yes No [X] [] If the procurement method involves an extension of options, does it follow applicable requirements (see ch. V-7 of 4220.1F)? (Note: rolling stock or replacement parts procurements have a 5-year term limit) (check if non-applicable (NA): [X]) Yes No [] [] Are there opportunities for DBE participation within this procurement? (See the Texas Unified Certification Program) Yes No [] [X] If not, has the agency documented good faith efforts to obtain DBE participation? Yes No [X] [] If a transit agency is issuing a solicitation, will it include current certifications and assurances? (see PTN 130) [] NA Yes No [X] [] PTC Initials and date:

II. Pre - Award Activities

Has the transit agency provided the PTC a request to issue a purchase order or contract? (*TxDOT approval required when the purchase price exceeds \$50,000 for local governmental agencies or \$25,000 for other entities.) Yes No [] [] Will the agency use current certifications and assurances in contract documents? See PTN-130 Yes No [] [] Has the agency initiated a written procurement history of this procurement (see VI B 4 of "other documents" on p.2)? (Sample) Yes No [] [] Has the agency completed and documented a price or a cost analysis? (See chapter VI - 6 of 4220.1F.) Yes No [] [] For sole source or single offers, has the agency documented the purchase properly (see 5 & 6 of "other documents" on p.2)? Yes No [] [] Does this procurement have a DBE goal? If yes, PTC must coordinate with PTN HQ DBE Specialist to verify the requirements of 49 CFR 26 Subpart C- Goals, Good Faith Efforts, and Counting are satisfied. Yes No [] [] Is proposed contractor not debarred and/or suspended? (State list http://www.window.state.tx.us/procurement/proc/vendor_performance/debarred/, federal list http://www.sam.gov) Yes No [] [] For rolling stock purchases, has the agency completed (through self-certification) a pre-award audit with the following elements: Purchaser's Certification? Buy America? (see guidance) Federal Motor Vehicle Safety Standards (FMVSS)? Has the agency captured (via completed PTN-130) Transit Vehicle Manufacturer (TVM) information (see Part V)? [] Yes [] No Yes No [] [] [] [] Pre - Award Certification: (transit agency representative name and signature & date) Date: PTC Initials and date:

III. Post - Delivery Activities

Has the transit agency provided a reimbursement request to the PTC? (*Required file to demonstrate compliance with the TAC and the grant agreement and to receive payment) Yes No [] [] Has the agency completed a written procurement history of this procurement (see ch. III 3 d (1) of 4220.1F)? (Sample) Yes No [] [] For rolling stock purchases, has the agency completed (through self-certification) a post-delivery audit with the following elements: Purchaser's Certification? Buy America? (see guidance) Federal Motor Vehicle Safety Standards (FMVSS)? Yes No [] [] [] [] For rolling stock purchases, has the agency received a copy of the Altoona test report? (This is required for all transit vehicles (lift or ramp equipped) except Type 1, raised-roof van.) Yes No [] [] For rolling stock purchases, has the agency established the appropriate level of insurance coverage on the vehicle(s) prior to placing the vehicle(s) into service? (See the Motor Carrier Registration Act described in 43 TAC §218.16, or for vehicles not described in the TAC, see the Texas Tort Claims Act, Civil Practices and Remedies Code 101 § 023). Yes No [] [] For rolling stock purchases, has a lien to TxDOT-PTN, 125 East 11th Street, Austin, Texas 78701 been placed on the title? Yes No [] [] Post - Delivery Certification: (transit agency representative name and signature & date) Date: PTC Initials and date:

IV. Post-Delivery Activities (continued):

Indicate billing #s associated with this procurement –

V. Explain any "no" answers, or other issues below as appropriate:

For transit vehicle purchases, enter TVM information (the name of the manufacturer of the vehicle being purchased, the amount of the purchase order or contract, and the date of the award).

VI. PTC File Summary

The PTC retains the following paperwork to ensure that the transit agency has correctly followed federal and state requirements and that the transit agency can document its compliance.

A. Required Documents:

1. Procurement Checklist (this form, PTN-124)
2. Solicitation Document (Solicitation document nor TxDOT review required when state co-op is used.)
3. Agency Request to Issue a Purchase order or a Contract
4. Reimbursement Request
5. Information on equipment purchased for \$5,000 or more in order to comply with the Uniform Grant Management Standards, subpart C, section 32, sufficient for PTMS entry

B. Other Documents That May Be Required and/or Recommended:

1. Procurement Section of PTN-129 form
2. Any document transmitted by the agency or not observed during an "on-site" visit by TxDOT
3. PTC approval to proceed with procurement, or to issue a purchase order or contract
4. Written Procurement History, with each of the following elements:
 - a. the rationale the subrecipient used for the method of procurement
 - b. the rationale the subrecipient used for the selection of contract type
 - c. the reasons the bidder or proposer was selected
 - d. the methodology used to determine the contract price, including a cost justification
 - e. price or cost analysis
5. For sole source procurements, written justification
6. For sole source procurements or cases where only one offer is received, a cost analysis, with profit negotiated as a separate element of the cost
7. Other documents related to the procurement, such as solicitation notice for co-op purchases, specifications (if available), etc.
8. Any approved waiver to purchase a non-accessible vehicle (PTN 116).
9. Copy of title application (VTR - 130 U) or title application receipt to prove the lien requirement is met

PTC Name	PTC Signature	Date
Transit Agency Representative Name	Transit Agency Representative Signature	Date



State of Oklahoma Contract

SW0797C

FY 2023

Preparer: Jason Roy

Base Model
Braun Side Entry 3.6L V6 6,050 GVWR

Base Model Price: \$ 81,801.00

Options: \$

Other Available Options: \$

Unpublished Options: \$ 750.00



Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
203.8"	Side	2	6	No

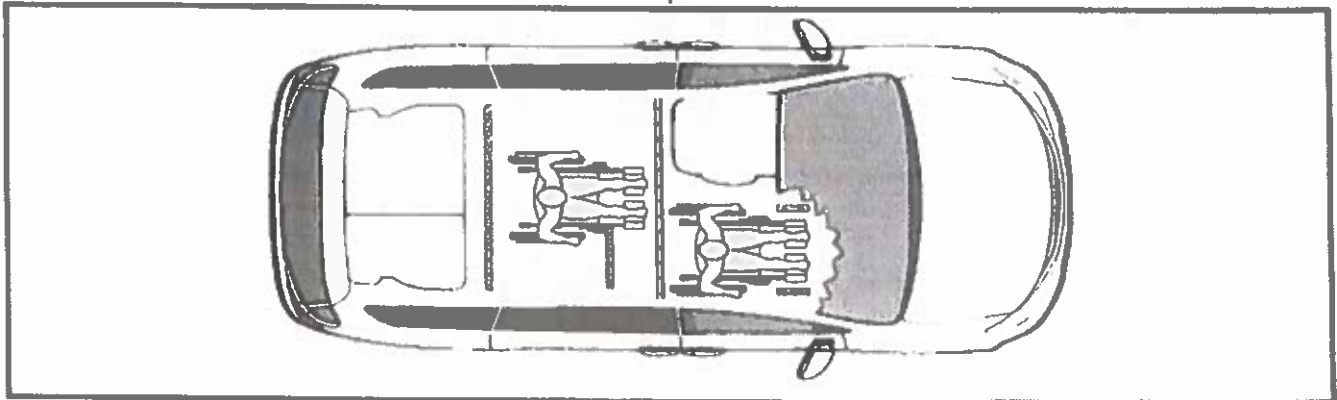
QTY Vehicles: Total Contract Price: \$

Per Vehicle Price: \$ 82,551.00

Customer Info

Customer:	Gulf Coast Transit District
Address:	1415 33rd St N Texas City, TX 77590
Contact:	Sean Middleton
Office Phone:	409-359-7889
Mobile Phone:	409-500-2773
E-Mail:	smiddleton@gulfcoasttransitdistrict.com

Floorplan





Base Model Features

Type I - ADA Minivan

Chassis

2023 Chrysler Voyager chassis - 6,055 GVWR
3.6L V6 24V VVT gasoline engine
9-Speed Automatic 948TE Transmission
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
19-gallon OEM fuel tank
17"x7.5" steel wheels
Cruise control
Cloth seats
Power driver seat pedestal
Driver/Co-pilot sun visor
Manual driver and passenger side sliding doors
Power windows
Power door locks
Power-heated mirrors
OEM chassis dash heater, A/C, and defroster
Engine block heater
Bright White Clear Coat

Body

Lowered floor from firewall to rear axle
Step and roll front seats
3-passenger Freedman 60/40 rear bench seat
Mid and front passenger floor tracks for wheelchair securement
Stainless steel subfloor
3/8" marine grade plywood floor
Spare Tire & Wheel

ADA

Manual swing ramp providing 30" usable width
ADA interlock
ADA-compliant ramp and door entrance lighting
QRT 360 Restraints

Safety

5 lb. fire extinguisher
First aid kit
Body fluid kit
Emergency triangle kit
Backup alarm

CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
1	Delivery - GCTO Texas City, TX	\$ 750.00	\$ 750.00
Subtotal CBS Unpublished Options:			\$ 750.00



Creative Bus Sales

State of Oklahoma Contract

SW0797C

FY 2023

Preparer: Jason Roy

Base Model
Lone Star Promaster 3500 3.6L V6 9,350 GVWR

Base Model Price: \$ 136,709.00

Options: \$ 2,702.00

Other Available Options: \$ 33,721.00

Unpublished Options: \$ 12,715.00



LONE STAR
ADA Vans

Vehicle Length	Ramp Position	WC Positions	Total # Passengers	COL Required
23'	Front	2	10	No

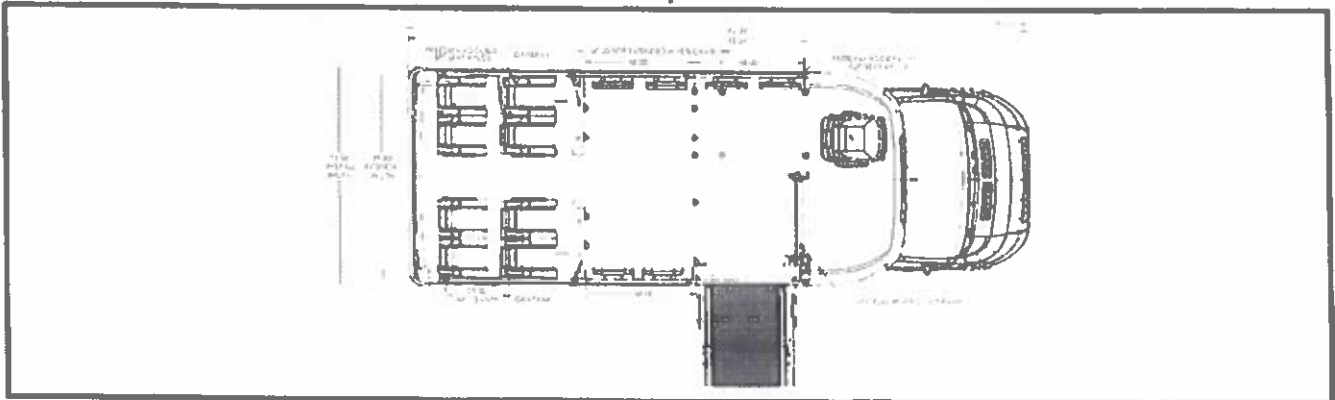
QTY Vehicles: **Total Contract Price:** \$

Per Vehicle Price: \$ 185,847.00

Customer Info

Customer:	Gulf Coast Transit District
Address:	1415 33rd St N Texas City, TX 77590
Contact:	Sean Middleton
Office Phone:	409-359-7889
Mobile Phone:	409-500-2773
E-Mail:	smiddleton@gulfcoasttransitdistrict.com

Floorplan





Chassis

Ram Promaster 3500 High Roof chassis - 9,350 GVWR, 159" WB EXT
3.6L V6 24V VVT gasoline engine
6-Speed Automatic 62TE Transmission
220-amp alternator
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
22-gallon OEM fuel tank
16"x6" aluminum wheels
Cruise control
Cloth driver and co pilot seats
Driver/Co-pilot sun visor
Power windows
Power door locks
Power-heated mirrors
OEM chassis dash heater, A/C, and defroster
Bright white clear coat

Body

Lowered floor behind driver/co-pilot for ADA access
Driver side step
Trans Air- 50K BTU AC System
Electric passenger entry door (A&M Systems)
3-pt passenger seat belts
ABS interior paneling - walls and ceiling
Altro flooring

ADA

Manual swing away ramp providing 32" usable width
One (1) set of Q'Straint retractable wheelchair securement systems
ADA interlock
ADA-compliant ramp and door entrance lighting

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Emergency window

Options

Qty	Description	FY 2023 List Price	QTY Total
2	Additional Wheelchair Securement Position	\$ 1,351.00	\$ 2,702.00
		Subtotal Manufacturer Options:	\$ 2,702.00

Other Available Options

Qty	Description	FY 2023 List Price	QTY Total
1	Bus body in lieu of van body (New England Wheels Frontrunner)	\$ 33,721.00	\$ 33,721.00
		Subtotal Manufacturer Options:	\$ 33,721.00

CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
1	Delivery to GCTD- Texas City, TX	\$ 750.00	\$ 750.00
6	Wall Mounted Flip seats	\$ 495.00	\$ 2,970.00
1	Ventura Entry Door- BA Content	\$ 8,995.00	\$ 8,995.00
		Subtotal CBS Unpublished Options:	\$ 12,715.00