



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **The Galveston Daily News** (“Contractor”), located at **P.O. Box 1838, Texas City, TX 77592** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **official city newspaper**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **October 1, 2024** and shall expire on **September 30, 2025**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$37,800** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor **is not** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and

\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are not** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any

information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM**

NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt

or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except

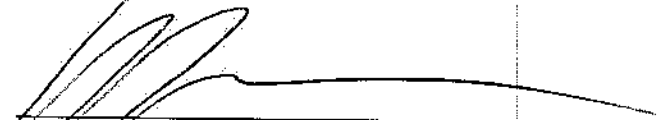
by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on Sept. 30, 2024 (date to be filled in by City Secretary)

THE GALVESTON DAILY NEWS - "Contractor"



Michelle Robinson, Chief Revenue Director

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(There are 17 pages for Exhibit A, including this page)

Official City Newspaper for Legal Advertisements and Notices.

**Request for Quotes
City-Wide Newspaper Services**

Quote Cover Sheet

Due Date: Wednesday, August 28, 2024 at 5:00pm

Galveston County Daily News
Name of Firm/Company

Michelle Robinson Chief Revenue Director
Agent's Name (Please Print) Agent's Title

P.O. Box 1838 Texas City TX 77592
Mailing Address City State Zip

409.683.5211 michelle.robinson@galvnews.com
Telephone Number Email Address

 8-28-24
Authorized Signature Date

The Daily News.

TEXAS' OLDEST NEWSPAPER • PUBLISHING SINCE 1842

409.683.5200 • www.galvnews.com
P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

August 28, 2024

City of League City
300 West Walker
League City, Texas 77573

RE: Table of Contents — Legal Bid from The Galveston County Daily News

Legal Quote Cover Sheet.....	1
Table of Contents.....	2
Cover Letter	3 - 4
TAB - A – Company’s Fees & Exhibit A-D.....	5 -10
TAB – B – Circulation Data.....	11-14
TAB - C - Company’s Deadlines & Request for Affidavits.....	15

The Daily News.

August 28th, 2024

City of League City
300 West Walker
League City, TX 77573

Re: Legal Advertising Bid – *The Galveston County Daily News*

Please find this letter as our written commitment to providing the City of League City with the finest and most professional services in regard to the processing, publishing, and distribution of legal notices. Additionally, we are pleased to offer a dramatic discount from our lowest published rate to benefit the City of League City.

First of all, *The Galveston County Daily News* is pleased to go beyond the request of the official bid parameters and offer a special discount of over 55% off the lowest published rate for the placement of legal advertising in our newspaper. Our lowest published rate is currently \$25 per column inch. *The Daily News*, however, is willing to offer the City of League City a deeply discounted rate of only \$12 per column inch - -a savings of \$13 per column inch.

Secondly, our subscriber / paid 12,001 daily circulation is the largest paid general circulation in Galveston County, Texas. No other product can deliver this level of reach, transparency, and availability to the residents of League City, Texas.


Also, besides this discount, we are pleased to offer the following items absolutely free:

1. Free affidavits (regular fee is \$30 per unit)
2. Free notary public services
3. Free tear sheets
4. Free additional tear sheets upon request
5. Six (6) free print / digital subscriptions to *The Daily News* (\$1,584 annual value)
6. Free web link to City of League City's website from www.galvnews.com
7. Free public digital access to all City of League City legal advertising.
8. Free email delivery of City of League City legal advertising to individuals upon request.

It is our hope the City of League City will view these value-added services as an indication of our interest and commitment to providing the residents with only the finest and most professional services for its investment.

The Daily News, the oldest continuously publishing newspaper in the state of Texas and is on solid financial footings as to allow the City of League City to count on to delivery such important notices.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michelle Robinson', with a stylized flourish extending to the right.

Michelle Robinson, Chief Revenue Director
The Galveston County Daily News

The Daily News.

August 28, 2024

TAB A – Company’s Fee

Proposal Information

Price per column inch for legal notices:

\$15 per display column inch

\$1.20 per line per day for line ads

3.5% administration fee (each ad)

10% processing fee (each ad)

Standard column width for ads:

Classified:

1 column – 1.1018

2 column – 2.2453

3 column – 3.3889

Retail:

1 column – 1.5694

2 column – 3.3056

3 column – 5.0414

Exhibit A- E (attached)

Also, besides this discount, we are pleased to offer the following items absolutely free:

1. Free affidavits (regular fee is \$30 per unit)
2. Free notary public services
3. Free tear sheets & additional tear sheets upon request
4. Six (6) free print / digital subscriptions to *The Daily News* (\$1,658 annual value)
5. Free public digital access to all City of League City legal advertising.

EXHIBIT – A
NOTICE OF ORDINANCE
2 X 1.939
3.878
\$47.47

Ordinance

ORDINANCE NO. 2024-26

AN ORDINANCE CREATING THE CONFLICTS RESOLUTION PANEL AND APPOINTING MEMBERS THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows this Ordinance shall become effective on passage.

PASSED AND ADOPTED on the 9th day of July, 2024.

Signed: Nick Long, Mayor

Attest: Diana Stapp, City Secretary

Published: August 7, 2024

EXHIBIT – B
NOTICE TO BIDDERS

2 X 4.383

8.766

\$214.61

**Notice To Bidders
CITY OF LEAGUE CITY
REQUEST FOR PROPOSALS**

**RFP #24-026
Countryside Sports Field Retro Fit Lighting**

The City of League City is now accepting sealed proposals for the Countryside Sports Field Retro Fit Lighting. Sealed proposals must be received by **10:00 a.m., CST, Wednesday, July 17, 2024** (The clock located at the Front Desk of City Hall will be the official time.) **at City Hall-300 West Walker Street League City, TX 77573** Proposals received after this deadline will not be opened and will be considered void and unacceptable.

Proposals will be publicly opened in a manner that does not reveal their contents immediately following the due date and time at **City of League City, City Hall, 400 West Walker, League City, TX 77573**. The contents of all proposals will remain confidential until after a contract has been awarded by City Council.

The complete RFP packet may be obtained from the City's website at: <https://leaguecitytx.gov/bids.aspx>

All inquiries about this RFP must be submitted in writing by emailing the Purchasing Department at: purchasing@leaguecitytx.gov

First Publication: June 28, 2024
Second Publication: July 03, 2024

Published: June 28; July 3, 2024

EXHIBIT – C
NOTICE OF PUBLIC HEARING
2 X 6.939
13.878
\$169.87

Legal Notice
NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the **Planning and Zoning Commission** of the City of League City will hold a public hearing on **September 9, 2024, at 6:00 p.m. in the Council Chambers, 200 W. Walker St., League City, TX, and City Council** will hold a public hearing on **September 24, 2024, at 6:00 p.m. in the Council Chambers**, all interested parties the right to appear and be heard on the following item:

Hold a public hearing and take action on Special Use Permit Application, SUP-23-0003 (Peregrine Wizard BESS), to allow a Battery Energy Storage Station (B.E.S.S.), a private utility use on approximately 15.5 acres zoned "IL" (Limited Industrial), legally described as Abstract 19 Perry & Austin Survey Part of Lot 1 (1-D-1) Dickinson Addition A and Abstract 3 Page 16 S F Austin Survey Tract 87, generally located between State Highway 3 and Dickinson Avenue and south of Washington Street, with the address of 1102 South Highway 3.

The above items are available for public inspection by appointment Monday-Thursday, between 7:30 a.m. - 5:30 p.m., and Friday, between 7:30 a.m. - 12:00 p.m. The above item can be viewed on the City's website at <http://www.leaguecity.com/planning> 72 hours prior to the meeting. Call 281-554-1080 for an appointment or more information. The City of League City's public facilities are wheelchair accessible and accessible parking spaces are available. Reasonable modifications and equal access to communications will be provided upon request. Requests must be made forty-eight (48) hours prior to meetings, services or programs. To make a request, please call the City Secretary's Office at 281-554-1030 or fax to 281-554-1020 or contact 281-554-1030 via Relay Texas at 711 or 1-800-735-2988 for TTY Services. **All formal responses either in opposition, or in support of this request should be emailed to Planning@leaguecitytx.gov.**

Case #: SUP-23-0003 (Peregrine Wizard BESS)
Planning Contact: Ann Williams, Planner
ann.williams@leaguecitytx.gov, 281-554-1084

All formal responses, either in opposition or support of this request, should be emailed to Planning@leaguecitytx.gov. If you do not have access to email, you may call the Planning Contact.

Published: August 25, 2024

**CITY OF LEAGUE CITY, TEXAS
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of League City will hold a public hearing on Tuesday, August 27, 2024 at 6:00 PM at Council Chambers located at 200 W. Walker Street, League City, Texas for the purpose of a public hearing for the Fiscal Year 2025 Annual Budget. Copies of the Fiscal Year 2025 Proposed Budget can be found at the office of the City Secretary at 300 W. Walker or the Helen Hall Library located at 100 W. Walker, League City, Texas or online at www.leaguecitytx.gov.

LEAGUE CITY
EST. 1893



Statement of Ownership, Management, and Circulation
POSTAL SERVICE® (All Periodicals Publications Except Requester Publications)

1. Publication Title The Galveston County Daily News	2. Publication Number 2 1 3 4 - 0 0	3. Filing Date 10/01/2023
--	--	------------------------------

4. Issue Frequency Daily	5. Number of Issues Published Annually 314	6. Annual Subscription Price \$264
------------------------------------	---	---------------------------------------

7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) 8522 Teichman Rd., Galveston, TX 77554	Contact Person Yvonne Mascorro Telephone (Include area code) 409-683-5264
---	--

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)

5701 Woodway Dr. Ste. 131, Houston, TX 77057

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address)

Leonard Woolsey, P.O. Box 628, Galveston, TX 77553

Editor (Name and complete mailing address)

Michael Smith, P.O. Box 628, Galveston, TX 77553

Managing Editor (Name and complete mailing address)

Laura Elder, P.O. Box 628 Galveston, TX 77553

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
Lissa Williams Walls	5701 Woodway Dr. Ste. 131, Houston, TX 77057
Galveston Newspaper, Inc.	P.O. Box 628, Galveston, TX 77553
Southern Newspapers, Inc.	5701 Woodway Dr. Ste. 131, Houston, TX 77057

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box None

Full Name	Complete Mailing Address

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)
 The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
 Has Not Changed During Preceding 12 Months
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title The Galveston County Daily News		14. Issue Date for Circulation Data Below 09/15/2023	
15. Extent and Nature of Circulation 12-Months		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies <i>(Net press run)</i>		10,628	10,194
b. Paid Circulation <i>(By Mail and Outside the Mail)</i>	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 <i>(Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)</i>	67	86
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 <i>(Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)</i>		
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	9,245	8,920
	(4) Paid Distribution by Other Classes of Mail Through the USPS <i>(e.g., First-Class Mail®)</i>		
c. Total Paid Distribution <i>[Sum of 15b (1), (2), (3), and (4)]</i> ▶		9,312	9,006
d. Free or Nominal Rate Distribution <i>(By Mail and Outside the Mail)</i>	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541		
	(2) Free or Nominal Rate In-County Copies included on PS Form 3541		
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS <i>(e.g., First-Class Mail)</i>		
	(4) Free or Nominal Rate Distribution Outside the Mail <i>(Carriers or other means)</i>	110	102
e. Total Free or Nominal Rate Distribution <i>(Sum of 15d (1), (2), (3) and (4))</i>		110	102
f. Total Distribution <i>(Sum of 15c and 15e)</i> ▶		9,422	9,108
g. Copies not Distributed <i>(See Instructions to Publishers #4 (page #3))</i> ▶		1,206	1,086
h. Total <i>(Sum of 15f and g)</i>		10,628	10,194
i. Percent Paid <i>(15c divided by 15f times 100)</i> ▶		99%	99%

* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.



Statement of Ownership, Management, and Circulation
(All Periodicals Publications Except Requester Publications)

16. Electronic Copy Circulation

	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies	6,394	6,473
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a)	15,706	15,479
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a)	17,022	16,667
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c × 100)	92%	93%

I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed
in the Sunday, October 1, 2023 issue of this publication.

Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Date

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

Instructions to Publishers

1. Complete and file one copy of this form with your postmaster annually on or before October 1. Keep a copy of the completed form for your records.
2. In cases where the stockholder or security holder is a trustee in items 10 or 11, include the name of the person or corporation for whom the trustee is acting. Also include in item 10 the names and addresses of all stockholders owning or holding one (1) percent or more of the total amount of stock. If not owned by a corporation, give the name and address of each individual owner. If owned by a partnership or other unincorporated firm, give its name and address as well as the name and address of each individual owner. If the publication is published by a nonprofit organization, give its name and address and complete item 12. In item 11, include all bondholders, mortgagees, and other security holders owning or holding one (1) percent or more of the total amount of bonds, mortgages, or other securities. If none, check the box. Use blank sheets if more space is required.
3. Be sure to furnish all circulation information called for in item 15. Free Non-Requested circulation must be shown in item 15d.
4. Item 15g, Copies not Distributed, must include (1) newsstand copies returned to the publisher, (2) estimated returns from news agents, and (3), copies for office use, leftovers, spoiled, and all other copies not distributed.
5. If the publication had Periodicals authorization as a general publication, this Statement of Ownership, Management, and Circulation must be published, i.e., it must be printed in an issue that's primary mailed distribution is produced not later than October 10 for publications issued more frequently than weekly; or not later than October 31 for publications issued weekly or less frequently but more frequently than monthly; or in the first issue that's primary mailed distribution is produced after October 1 for all other publications.
6. In item 16, check the box if electronic copies are being included in your total distribution and complete line items 16a through d.
7. In item 17, report the date of the issue in which this Statement of Ownership will be published, if applicable.
8. Item 17 must be signed.

Failure to file or publish a statement of ownership may lead to suspension of periodicals authorization.

Truck	Name	Drop Address	CSZ
2000	CVS #6248	100 FM 517 RD E	DICKINSON, TX 77539
2000	FAMILY DOLLAR 3291(DOLLAR TREE) (DOLLAR TREE)	3419 GULF FWY	DICKINSON, TX 77539
2000	KROGER #241(ICONTROL) (ICONTROL)	3410 GULF FWY	DICKINSON, TX 77539
2000	WALGREENS-7178	100 FM 646 RD N	DICKINSON, TX 77539
2000	VALERO	1024 FM 517	DICKINSON, TX 77539
2000	FAMILY DOLLAR 8455(DOLLAR TREE)	3914 HIGHWAY 3	DICKINSON, TX 77539
2000	WALGREENS-6089	4016 HIGHWAY 3	DICKINSON, TX 77539
2000	SHELL GAS(HWY 3)	4200 HIGHWAY 3	DICKINSON, TX 77539-6827
2000	GATOR FOOD MART	5301 HIGHWAY 3	DICKINSON, TX 77539-6833
2000	CHEVRON	151 FM 646	DICKINSON, TX 77539
2000	DOLLAR TREE #4075(DOLLAR TREE) (DOLLAR TREE)	2850 GULF FWY S	LEAGUE CITY, TX 77573
2000	H.E.B #028 (BAY COLONY)(NEXXUS) (NEXXUS)	2955 GULF FWY S	LEAGUE CITY, TX 77573
2000	WALGREENS-9165(NEXXUS) (NEXXUS)	1832 FM 646 RD W	DICKINSON, TX 77539
2000	DICKINSON FOOD STORE	2908 DICKINSON AVE	DICKINSON, TX 77539-5306
2000	DOLLAR GENERAL #831(NEXXUS) (NEXXUS)	4305 FM 517 RD E	DICKINSON, TX 77539
2000	TEXACO	4921 FM 517 RD E	DICKINSON, TX 77539
2000	GREEN CAYE STORE	2401 OWENS DR	DICKINSON, TX 77539
3000	SHELL (GAS DUDE)	1114 W LEAGUE CITY BLVD	LEAGUE CITY, TX 77573
3000	CIRCLE K-2741914(NEXXUS) (NEXXUS)	1625 LEAGUE CITY PKY	LEAGUE CITY, TX 77573
3000	KROGER #144(ICONTROL) (ICONTROL)	1920 W LEAGUE CITY PKWY	LEAGUE CITY, TX 77573
3000	EXXON GAS	2402 W MAIN ST	LEAGUE CITY, TX 77573-3437
3000	WALMART #4618(NEXXUS) (NEXXUS)	2625 W MAIN ST	LEAGUE CITY, TX 77573
3000	WALGREENS-10451(NEXXUS) (NEXXUS)	4902 W MAIN ST	LEAGUE CITY, TX 77573
3000	CVS #7821(ICONTROL) (ICONTROL)	5002 W FM 518	LEAGUE CITY, TX 77573
3000	DOLLAR TREE #5535(DOLLAR TREE) (DOLLAR TREE)	100 GULF FWY N # A	LEAGUE CITY, TX 77573
3000	TIMEWISE SHELL#205	1690 W MAIN	LEAGUE CITY, TX 77573
3000	RACE WAY	1410 W MAIN ST	LEAGUE CITY, TX 77573
3000	VALERO (CALDER)	1021 W MAIN ST	LEAGUE CITY, TX 77573
3000	WALGREENS-6566(NEXXUS) (NEXXUS)	1088 W MAIN ST	LEAGUE CITY, TX 77573
3000	FAMILY DOLLAR 2058(DOLLAR TREE) (DOLLAR TREE)	211 W MAIN ST	LEAGUE CITY, TX 77573
3000	TEXACO ANGELS	101 W MAIN ST	LEAGUE CITY, TX 77573
3000	VALERO (WALKER)	101 E WALKER ST	LEAGUE CITY, TX 77573
3000	KROGER #734(ICONTROL) (ICONTROL)	250 S FM 270 RD	LEAGUE CITY, TX 77573
3000	OASIS (EXXON)	345 S EGRET BAY BLVD	LEAGUE CITY, TX 77573
3000	STARBUCKS #6501	2454 MARINA BAY DR STE 1	LEAGUE CITY, TX 77573
3000	RANDALLS #2051(ICONTROL) (ICONTROL)	2951 MARINA BAY DR	LEAGUE CITY, TX 77573
3000	WALGREENS-3760(NEXXUS) (NEXXUS)	2990 MARINA BAY DR	LEAGUE CITY, TX 77573
3000	CVS #7094(ICONTROL) (ICONTROL)	3013 MARINA BAY DR	LEAGUE CITY, TX 77573
3000	SHELL	3390 FM 518 RD E	LEAGUE CITY, TX 77573-9319
3000	CHEVRON	3399 FM 96	LEAGUE CITY TX 77573
3000	H.E.B #697(NEXXUS) (NEXXUS)	2755 E LEAGUE CITY PKY	LEAGUE CITY, TX 77573
3000	WALGREENS-10596(NEXXUS) (NEXXUS)	2585 E LEAGUE CITY PKY	LEAGUE CITY, TX 77573
3000	KROGER #398(ICONTROL) (ICONTROL)	2750 E LEAGUE CITY PKWY	LEAGUE CITY, TX 77573
3000	STARBUCKS #20144	2560 FM 96	LEAGUE CITY, TX 77573
3000	CVS #5519(ICONTROL) (ICONTROL)	1295 E LEAGUE CITY PKY	LEAGUE CITY, TX 77573
3000	CIRCLE K-2741472(NEXXUS) (NEXXUS)	1355 E LEAGUE CITY PKY	LEAGUE CITY, TX 77573
5000	DOLLAR GENERAL13450(NEXXUS) (NEXXUS)	2415 FM 517 S	SAN LEON, TX 77539
5000	TRANS FOOD STORE	2231 AVENUE J	SAN LEON, TX 77539
5000	AMERICAN & ORIENTAL FOOD MART	2100 AVENUE J	SAN LEON, TX 77539
5000	ROADWAY FOOD MART (AMIN)	203 9TH ST	SAN LEON, TX 77539
5000	LAWRENCE GROCERY	902 E BAYSHORE DR	SAN LEON, TX 77539
5000	BUDDY'S	2485 BAYSHORE	SAN LEON, TX 77539
5000	LOU'S MARKET	406 GRAND AVE	BACLIFF, TX 77518
5000	CONOCO	545 GRAND AVENUE	BACLIFF, TX 77518

5000 DOLLAR GENERAL #7048(NEXXUS) (NEXXUS)	4645 HIGHWAY 146	BACLIFF, TX 77518
5000 CIRCLE K-2742362(NEXXUS) (NEXXUS)	4515 HIGHWAY 146	BACLIFF, TX 77518
5000 FAMILY DOLLAR 7959(DOLLAR TREE) (DOLLAR TREE)	4201 HIGHWAY 146	BACLIFF, TX 77518
5000 CIRCLE K-2742143(NEXXUS) (NEXXUS)	3202 HIGHWAY 146	BACLIFF, TX 77518
5000 SHELL	1363 HIGHWAY 146	KEMAH, TX 77565
5000 CIRCLE K-2742584(NEXXUS) (NEXXUS)	3324 NASA PKWY	SEABROOK, TX 77568
5000 DOLLAR TREE #899(DOLLAR TREE) (DOLLAR TREE)	215 FM 2094 RD	KEMAH, TX 77565

The Daily News.

TEXAS' OLDEST NEWSPAPER • PUBLISHING SINCE 1842

409.683.5200 • www.galvnews.com
P.O. Box 628, Galveston, TX 77553
8522 Teichman Road, Galveston, TX 77554

August 28, 2024

TAB D – Company's Timeline for Publication and Request for Affidavits

Publication dates: Monday through Sunday- Daily paper

Normal Submission deadline:

Line ads: SAME AS BELOW

Display Ad Deadlines: Columns submissions

Publication day	Space Deadline
Tuesday	Tuesday - 1pm.
Wednesday	Wednesday -1pm
Thursday	Thursday 1pm
Friday	Friday-1pm
WEEKEND publication	Friday 1pm

The Daily News will provide the following:

- Paper clipping of each individual publication attached to affidavit of publication with monthly invoice
- Additional publications and affidavit as needed at no extra charge within 2-4 days
- A proof of a requested publication no later than two days before publication of said item
- A receipt of requests for publication by fax or email within two hours of the request