GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
MAY 3, 2011 – 1:00 P.M.

CONSENT AGENDA**:* ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS' COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY. ***APPEARANCES: SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK. PUBLIC COMMENTS ARE LIMITED TO 5 MINUTES.

REGULARLY SCHEDULED MEETING – AGENDA – 1:00 P.M.

Pledge of Allegiance and Invocation

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 5/3/11;

b. Order for supplemental payroll period ending 4/27/11 Bi-Weekly #9;

c. Receive and file Internal Audit Report with Response of Galveston County Treasurer's Office.

*2. Recommendation of *Settlement Claim in the amount of $3,230 by the Bayou Land Conservancy* submitted by County Legal.

*3. Receive and file *Texas Commission on Environmental Quality's Final Determination with regard to Marathon Petroleum Company Tracking No. 14975.*

*4. Consideration and Consent of P & I Refund due to Clerical Error submitted by Assessor and Collector of Taxes:

6766-0004-0006-000 (Houting)

*5. Consideration and Consent of Tax Refunds in excess of $2,500 submitted by Assessor and Collector of Taxes:

Account Number	**Amount**	**Reason**
1520-0001-0013-000	$7,032.63	Overpayment
3505-0370-0008-000	$3,419.63	Overpayment
4694-0000-0002-005	$3,360.94	Overpayment

6. Consideration of request for waiver or refund of Tax Penalty and Interest of the following submitted by Assessor and Collector of Taxes:

a. Account No.:6271-0003-0001-000 Michael W. Hamilton (2008)

b. Account No.:6271-0003-0001-000 Michael W. Hamilton (2009)

c. Account No.:4852-0000-0037-000 Nikoletta Leontaritis

d. Account No.:5120-0011-0001-002 Billy Jackson

e. Account No.:1986-0008-0036-000 Wayne Cartwright

f. Account No.:1996-0001-0030-000 Raymond Reed

7. Request authorization for County Judge to sign an interlocal agreement for Procurement Card Services submitted by the Purchasing Agent.

8. Consider recommending awarding a contract on the following bid Submitted by the Purchasing Agent:

Bid #B111039 Cleaning & Repainting the La Marque Pump Station Roller Gates

9. Consideration of Budget Amendments submitted by the Budget Officer:

Fiscal Year	Amendment #	Description
2011	**11-078-0503-A**	**County Sheriff's Office** – Budget request for monthly Career Ladder and Certification increases for the month of March 2011.
2011	**11-079-0503-B**	**County Auditor's Office** – Budget request to close Fund: Limited Tax Criminal Justice Bonds, Series 2003A.
2011	**11-080-0503-C**	**Parks and Senior Services** – Budget request for additional funds for line item – Refuse Disposal.
2011	**11-081-0503-D**	**Workers Compensation** – Budget request for additional funds for line item – Workers Compensation for prior year claims.
2011	**11-082-0503-E**	**County Engineer** – Budget request for additional funds for line item – LaMarque Pump Station.

10. Requesting authority for the Legal Department to clear title on the proposed site for the Bolivar Fire Station based on adverse possession submitted by Right of Way/Real Estate Services.

11. Consideration of a Resolution Appointing a Special Commissioner to Receive Bids on a

License to Use a Portion of Galveston Seawall Right of Way lying Seaward of the Seawall Monolith at 25th Street in Galveston, Galveston County, Texas submitted by County Legal.

12. Consideration of Hurricane Ike issues submitted by the Emergency Management Coordinator:

    a) Consideration of authorizing Contracts for Sale under the Hazard Mitigation Grant Program.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Discuss issues regarding Gulf Coast Water Authority.

2. Legislative update presented by Commissioner Clark.

AGENDA ITEM #1

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P O Box 1418
GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I T. Systems

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas

April 26, 2011

Dear Judge Henry,
I hand you the following items for action at the meeting of Commissioners' Court on Tuesday
Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 5/3/11
Order for payroll period ending 4/27/11 Bi-Weekly #9

Submitted by Jeff Modzelewski, First Asst County Auditor – Accounting

Submitted by Ron Chapa, First Asst County Auditor – Internal Audit
Internal audit report of the Galveston County Treasurer's Office for period of 10/1/09 – 9/30/10

Sincerely,

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000173	**Payee Name: BAKER, STEPHEN W**		
04/18-22/11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	1,107.75
ARI1100066	1101121000 - 5431301	Justice Administration - Relief Associate Judge	6,417 50
		Warrant Total:	**7,525.25**
Warrant #: VW 00000174	**Payee Name: BOB PAGAN FORD INC**		
224357	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	65 24
		Warrant Total:	**65.24**
Warrant #: VW 00000175	**Payee Name: KEYWORTHS HARDWARE INC**		
000163541	1101610200 - 5310000	County Extension - Supplies and Materials	62 46
000164529	1101610200 - 5310000	County Extension - Supplies and Materials	1 59
000164873	1101610200 - 5310000	County Extension - Supplies and Materials	57 48
		Warrant Total:	**121.53**
Warrant #: VW 00000176	**Payee Name: SCHWAB-RADCLIFFE, SUZANNE**		
ARI1100065	1101121000 - 5431301	Justice Administration - Relief Associate Judge	3,198 17
		Warrant Total:	**3,198.17**
Warrant #: VW 00342439	**Payee Name: ABL MANAGEMENT INC**		
183256	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,286 32
183257	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	17,930 16
		Warrant Total:	**36,216.48**
Warrant #: VW 00342440	**Payee Name: ALDRIDGE & ASSOCIATES**		
310842 041311	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00342442	**Payee Name: ALERT ALARM BURG AND FIRE PROT INC**		
682778	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
682779	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
682780	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
682785	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
683211	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
683244	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
683251	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	240 00
683282	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
683301	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
683315	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
683351	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
683365	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
683366	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
683400	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 00
683409	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
683415	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 00
683423	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	255 00
683428	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
683435	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	120 00
683463	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	225 00
683469	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
683471	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	90 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
683484	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
683485	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	160 00
683497	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	100 00
683500	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	70 00
683505	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 00
683518	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 00
683546	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50.00
683553	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50.00
683588	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	240 00
683619	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	40 00
683651	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
683732	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
683743	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
683744	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
683745	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
683746	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
683856	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10 00
		Warrant Total:	**4,235.00**
Warrant #: VW 00342448		**Payee Name: ARROWHEAD SCIENTIFIC INC**	
48893	1101127100 - 5310000	District Attorney - Supplies and Materials	38 15
		Warrant Total:	**38.15**
Warrant #: VW 00342452		**Payee Name: BAYPOINT MANOR APT**	
FF14	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	19 18
		Warrant Total:	**19.18**
Warrant #: VW 00342454		**Payee Name: BENNETT, JAMES M**	
JAIL DKT 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00342462		**Payee Name: BOURQUE, GERALD E**	
08CR0333 041111	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	94,227 90
		Warrant Total:	**94,227.90**
Warrant #: VW 00342463		**Payee Name: BRIGGS, LYNETTE**	
10CR1998 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	611 00
		Warrant Total:	**611.00**
Warrant #: VW 00342466		**Payee Name: BUZBEE PROPERTIES INC**	
ARI1100059	1101123800 - 5426250	Justice Court Pct #8-2 - Rental Office Space	2,611.33
		Warrant Total:	**2,611.33**
Warrant #: VW 00342469		**Payee Name: CEASER, KENDRIC**	
10CR2262 040711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,787 50
11CR0037 041911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,235 00
APR 2011 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**4,822.50**
Warrant #: VW 00342470		**Payee Name: CHAIR TAI CHI**	
BSC2411	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
DSC2411	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
LSC2411	1101451110 - 5481000	Senior Citizens - Contract Service	120 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**280.00**
Warrant #: VW 00342471	**Payee Name: CHAN, CONNIE**		
300524 042511	1101121000 - 5431121	Justice Administration - Court Reporter Expense	108.00
		Warrant Total:	**108.00**
Warrant #: VW 00342473	**Payee Name: CITY OF GALVESTON**		
083290	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
321030	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
		Warrant Total:	**200.00**
Warrant #: VW 00342474	**Payee Name: CITY OF GALVESTON**		
8/10 GAL#11 TIRZ	1101000000 - 4113014	General Fund - Reinv Zone Galveston #11	823,052.59
8/10 GAL#12 TIRZ	1101000000 - 4113015	General Fund - Reinv Zone Galveston #12	140,842.56
8/10 GAL#13 TIRZ	1101000000 - 4113016	General Fund - Reinv Zone Galveston #13	207,266.28
8/10 GAL#14 TIRZ	1101000000 - 4113020	General Fund - Reinv Zone Galveston #14	617,906.22
		Warrant Total:	**1,789,067.65**
Warrant #: VW 00342475	**Payee Name: CITY OF HITCHCOCK**		
8/10 HTCH#1 TIRZ	1101000000 - 4113030	General Fund - Reinv Zone Hitchcock #1	344,244.43
		Warrant Total:	**344,244.43**
Warrant #: VW 00342476	**Payee Name: CITY OF LEAGUE CITY**		
107720	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	155.82
		Warrant Total:	**155.82**
Warrant #: VW 00342477	**Payee Name: CITY OF LEAGUE CITY**		
8/10 LC#2 TIRZ	1101000000 - 4113023	General Fund - Reinv Zone League City #2	1,217,388.26
8/10 LC#3 TIRZ	1101000000 - 4113024	General Fund - Reinv Zone League City #3	272,336.56
		Warrant Total:	**1,489,724.82**
Warrant #: VW 00342478	**Payee Name: CITY OF TEXAS CITY**		
8/10 TC#1 TIRZ	1101000000 - 4113035	General Fund - Reinv Zone Texas City #1	938.11
		Warrant Total:	**938.11**
Warrant #: VW 00342479	**Payee Name: CITY OF TEXAS CITY**		
0001041408	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	42.72
0001046602 04/18	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	72.74
		Warrant Total:	**115.46**
Warrant #: VW 00342480	**Payee Name: CLARK, DIANE**		
11CR0888 041811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195.00
309730 040811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	211.25
		Warrant Total:	**406.25**
Warrant #: VW 00342481	**Payee Name: CLEMENTS, CLYDE WESLEY**		
296026 042511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	292.50
		Warrant Total:	**292.50**
Warrant #: VW 00342484	**Payee Name: COCHRAN, WINSTON E JR**		
309915 042611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	243.75
		Warrant Total:	**243.75**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342485	**Payee Name: COFEJO HARDWARE INC**		
265990	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	459 98
		Warrant Total:	**459.98**
Warrant #: VW 00342486	**Payee Name: COLE PH.D., COLLIER M**		
10CR1629 042511	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	2,000 00
		Warrant Total:	**2,000.00**
Warrant #: VW 00342487	**Payee Name: COLTZER, ROBERT G**		
309903 042711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	75 00
		Warrant Total:	**75.00**
Warrant #: VW 00342488	**Payee Name: CONZ, GLORIA**		
4/7-28/11	1101451110 - 5481000	Senior Citizens - Contract Service	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00342489	**Payee Name: COOK, DAVID**		
10CR2482 042511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	477 65
		Warrant Total:	**477.65**
Warrant #: VW 00342490	**Payee Name: COURTYARD APARTMENTS**		
3500 BAKER DR 7	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342491	**Payee Name: COX, JONATHAN H**		
10CR1090 041311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	942 50
		Warrant Total:	**942.50**
Warrant #: VW 00342492	**Payee Name: CPI FOODS INC.**		
427111	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	9,720 00
		Warrant Total:	**9,720.00**
Warrant #: VW 00342493	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2651	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,917 87
		Warrant Total:	**1,917.87**
Warrant #: VW 00342497	**Payee Name: DAVISON, AMRI**		
042011 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00342499	**Payee Name: DIAMOND SHAMROCK**		
64037336 04/11	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	246 70
		Warrant Total:	**246.70**
Warrant #: VW 00342500	**Payee Name: DICKINSON ARMS APT**		
3301 HUGHES LN70	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342501	**Payee Name: DIRECT ENERGY LP**		
641228671	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342502	**Payee Name: DISCOUNT UNIFORMS INTERNATIONAL**		
0031169	1101223500 - 5312101	Constable Pct #5 - Montez - Uniform Expense	4 99
0031172	1101223500 - 5312101	Constable Pct #5 - Montez - Uniform Expense	145 86
0047650	1101223300 - 5312101	Constable Pct #3 - Rose - Uniform Expense	186.00
0187922	1101223500 - 5312101	Constable Pct #5 - Montez - Uniform Expense	200 82
		Warrant Total:	**537.67**
Warrant #: VW 00342503	**Payee Name: DISHER, DAVID A**		
11CR0069 040511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	403 00
11CR0538 042811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	331.50
		Warrant Total:	**734.50**
Warrant #: VW 00342504	**Payee Name: DSG INC**		
22488	1101121000 - 5481000	Justice Administration - Contract Service	300 00
		Warrant Total:	**300.00**
Warrant #: VW 00342507	**Payee Name: EMAT**		
2011 MEMBSHIP DU	1101110000 - 5498000	General Government - Membership And Dues	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00342508	**Payee Name: EMILY A FISHER PLLC**		
302534 041311	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	214 94
		Warrant Total:	**214.94**
Warrant #: VW 00342509	**Payee Name: FAULIN, DOUGLAS E**		
042011 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00342510	**Payee Name: FAUS, SALVADOR**		
042011 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
306568 040911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	292.50
		Warrant Total:	**471.25**
Warrant #: VW 00342511	**Payee Name: FULK, GEORGE BYRON**		
10CR0329 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00342514	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
711458	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342515	**Payee Name: GALVESTON COUNTY WCID #1**		
0120057402001	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	81 16
220024924 042511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	47 34
		Warrant Total:	**128.50**
Warrant #: VW 00342516	**Payee Name: GARRETT LAW FIRM,THE**		
309220 042111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00342517	**Payee Name: GELB, JEFFREY**		
10CR0144 042511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**260.00**
Warrant #: VW 00342518	**Payee Name: GEXA CORP**		
12408793	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342519	**Payee Name: GHG CORPORATION**		
18677	1101159100 - 5481000	Information Technology - Contract Service	475 00
		Warrant Total:	**475.00**
Warrant #: VW 00342520	**Payee Name: GIST, PHIL**		
03/31/11 RMB	1101223700 - 5496100	Constable Pct #7 - Matranga - Travel	55 94
		Warrant Total:	**55.94**
Warrant #: VW 00342521	**Payee Name: GOLDSBERRY & ASSOCIATES PLLC**		
309634 042111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00342523	**Payee Name: HALFF ASSOCIATES**		
H150823	1101522020 - 5410000	Parks Department - Professional Services	5,485 00
		Warrant Total:	**5,485.00**
Warrant #: VW 00342525	**Payee Name: HEARST NEWSPAPERS PARTNERSHIP LP**		
10657881 033111	1101151600 - 5317000	County Treasurer - Books & Periodicals	276 00
		Warrant Total:	**276.00**
Warrant #: VW 00342526	**Payee Name: HENRY, MARK**		
04/18-19/11 TRVL	1101111000 - 5496100	County Judge - Travel	308 28
		Warrant Total:	**308.28**
Warrant #: VW 00342527	**Payee Name: HESSE, DAVID C**		
311566 042811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	406 25
		Warrant Total:	**406.25**
Warrant #: VW 00342528	**Payee Name: HIRSCH PHD, VICTOR**		
03/30/11 STMNT	1101155000 - 5412110	Human Resources - Pre-Employment Physicals	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342530	**Payee Name: HOUSTON STAMP AND STENCIL CO INC**		
226496	1101114000 - 5310000	County Clerk - Supplies and Materials	447 00
226496	1101114030 - 5310000	Election Expense - Supplies and Materials	38 25
		Warrant Total:	**485.25**
Warrant #: VW 00342532	**Payee Name: INFOSOL INC**		
017682	1101159100 - 5423500	Information Technology - Maintenance of Software	1,613 14
		Warrant Total:	**1,613.14**
Warrant #: VW 00342535	**Payee Name: JACKSON, CALVIN C**		
10CR2999 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
		Warrant Total:	**169.00**
Warrant #: VW 00342536	**Payee Name: JACKSON, ERIN LARENA**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
09CR0357 041311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	83 00
11CR0446 032311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	235 00
		Warrant Total:	**318.00**
Warrant #: VW 00342538	**Payee Name: JAMES CROWDER FUNERAL HOME INC**		
MARCH 2011	1101440100 - 5496170	Community Services - Transporation-Medical Examiner	4,050 00
		Warrant Total:	**4,050.00**
Warrant #: VW 00342539	**Payee Name: JENKINS, JEAN**		
MAR 2011 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	67 83
		Warrant Total:	**67.83**
Warrant #: VW 00342540	**Payee Name: JIMENEZ, JOAQUIN**		
09CR3781 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,729 00
		Warrant Total:	**1,729.00**
Warrant #: VW 00342542	**Payee Name: JONES, STACEY LEE**		
09CR1879 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	471 25
10CR3055 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
ARI1100060	1101127100 - 5481000	District Attorney - Contract Service	3,599 75
		Warrant Total:	**4,721.00**
Warrant #: VW 00342543	**Payee Name: KAUFMANN, CHARLES R**		
11CR0224 042511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00342544	**Payee Name: KELLY, WILLIAM**		
08CR0333 041511	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	288 90
		Warrant Total:	**288.90**
Warrant #: VW 00342545	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1401	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,329 60
1404	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	19 41
		Warrant Total:	**1,349.01**
Warrant #: VW 00342546	**Payee Name: KLEEN KUT LANDSCAPE SERVICE**		
0411	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	6,600 00
		Warrant Total:	**6,600.00**
Warrant #: VW 00342547	**Payee Name: LAW OFFICE OF DONNA L LELEUX**		
05JV0343 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00342548	**Payee Name: LAW OFFICE OF J MICHAEL THREADGILL**		
311293 042111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	146 25
		Warrant Total:	**146.25**
Warrant #: VW 00342549	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
JAIL DKT 040611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	570 00
		Warrant Total:	**570.00**
Warrant #: VW 00342550	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		

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Invoice Number	Account Info		Amount
APRIL 2011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,350 00
		Warrant Total:	**1,350.00**
Warrant #: VW 00342551	**Payee Name: LAW OFFICE OF PAUL B KENNEDY**		
09CR0801 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	591 50
		Warrant Total:	**591.50**
Warrant #: VW 00342552	**Payee Name: LAW OFFICE OF ROBERT H TUTHILL**		
304384 042711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00342553	**Payee Name: LEATHERS, BILL**		
309887 042111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00342557	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
176882	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
176887	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
176888	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
176897	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	778 09
176904	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	63 86
176936	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
176940	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	154.12
176944	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	48 00
176949	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28.00
176953	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	170 13
176970	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
176994	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
		Warrant Total:	**1,485.12**
Warrant #: VW 00342559	**Payee Name: LOPER, ROBERT K**		
08CR0333 032111	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	83,109 55
		Warrant Total:	**83,109.55**
Warrant #: VW 00342560	**Payee Name: LOS CABOS APTS.**		
2020 36 TH ST N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342565	**Payee Name: MALONEY & PARKS LLP**		
10CR2239 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,202 50
10CR3816 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**1,397.50**
Warrant #: VW 00342566	**Payee Name: MARION, WILLIAM DAVID**		
11JV0030 042011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00342569	**Payee Name: MARTY'S CITY AUTO INC**		
1151	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,708 40
		Warrant Total:	**1,708.40**
Warrant #: VW 00342570	**Payee Name: MASTER WORD SERVICE INC**		

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Invoice Number	Account Info		Amount
40964	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	387 02
40999	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	5,175 72
		Warrant Total:	**5,562.74**
Warrant #: VW 00342571	**Payee Name: MATHESON TRI-GAS INC**		
01815478	1101522020 - 5310000	Parks Department - Supplies and Materials	65 12
01900151	1101522020 - 5310000	Parks Department - Supplies and Materials	63 60
01989446	1101522020 - 5310000	Parks Department - Supplies and Materials	65 12
02089957	1101522020 - 5310000	Parks Department - Supplies and Materials	65.12
02190682	1101522020 - 5310000	Parks Department - Supplies and Materials	60 56
02305982	1101522020 - 5310000	Parks Department - Supplies and Materials	65 12
		Warrant Total:	**384.64**
Warrant #: VW 00342574	**Payee Name: MCCUMBER, KATHLEEN**		
2/20-23/11 TRVL	1101123600 - 5496100	Justice Court Pct #8-1(prv #6) - Travel	242 50
2/20-23/11 TRVL	1101123600 - 5496301	Justice Court Pct #8-1(prv #6) - Auto Mileage	198 90
		Warrant Total:	**441.40**
Warrant #: VW 00342575	**Payee Name: MCGILL LAW FIRM, THE**		
309897 042711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00342577	**Payee Name: MILLER, ROBERT T. JR.**		
10CR2861 042811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**487.50**
Warrant #: VW 00342578	**Payee Name: MITCHELL CHUOKE PLUMBING CO**		
7947	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	127 50
		Warrant Total:	**127.50**
Warrant #: VW 00342580	**Payee Name: MONTEZ, MIKE**		
3/6-9/11 MLG	1101223500 - 5496100	Constable Pct #5 - Montez - Travel	388 62
		Warrant Total:	**388.62**
Warrant #: VW 00342581	**Payee Name: MORRIS, PHILLIP W**		
09CR3900 022811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	877 50
		Warrant Total:	**877.50**
Warrant #: VW 00342582	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
35398	1101522020 - 5426106	Parks Department - Uniform Leasing	20 50
35400	1101522020 - 5481000	Parks Department - Contract Service	9 46
		Warrant Total:	**29.96**
Warrant #: VW 00342585	**Payee Name: MURRAY, JASON**		
10CV3978	1101000010 - 4413010	General Government - District Clerk Fees	413.00
		Warrant Total:	**413.00**
Warrant #: VW 00342587	**Payee Name: NICKELSON, LINDA J**		
10CR2463 021611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 75
		Warrant Total:	**113.75**
Warrant #: VW 00342588	**Payee Name: NORTHERN PINES APTS**		

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Invoice Number	Account Info		Amount
3206 LOBIT DR 4	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342590	**Payee Name: NRG ENERGY INC**		
78598695 MARCH	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	75 49
80293053 03/28/1	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	24 37
		Warrant Total:	**99.86**
Warrant #: VW 00342591	**Payee Name: NRG ENERGY INC**		
B/D 042111	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	200,231 70
		Warrant Total:	**200,231.70**
Warrant #: VW 00342592	**Payee Name: OFFICE DEPOT INC**		
558132390001	1101123600 - 5310000	Justice Court Pct #8-1(prv #6) - Supplies and Materials	145.92
		Warrant Total:	**145.92**
Warrant #: VW 00342593	**Payee Name: OIL MOP LLC**		
21116110519	1101110000 - 5429301	General Government - Nuisance Abatement	391 10
		Warrant Total:	**391.10**
Warrant #: VW 00342594	**Payee Name: ONEOK INC**		
9123474751210679	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	88 79
		Warrant Total:	**88.79**
Warrant #: VW 00342595	**Payee Name: ORTIZ, TERESA**		
04/13-15/11 RMB	1101451110 - 5496100	Senior Citizens - Travel	199.13
		Warrant Total:	**199.13**
Warrant #: VW 00342596	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975432653	1101522020 - 5737813	Parks Department - Bayshore Pk Adt'l Ball FldLtg	8,974 00
3975433105	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	280 00
3975433350	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	70 00
3975433373	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	468 00
3975433458	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	43 00
3975433642	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	31.80
		Warrant Total:	**9,866.80**
Warrant #: VW 00342597	**Payee Name: OZARKA NATURAL SPRING WATER**		
01D0123007437	1101291010 - 5310000	Emergency Management - Supplies and Materials	207 07
		Warrant Total:	**207.07**
Warrant #: VW 00342598	**Payee Name: PARKS, TAMRA**		
041911 212TH DC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	506 56
		Warrant Total:	**506.56**
Warrant #: VW 00342601	**Payee Name: PILGRIM CLEANERS**		
CL016B-017B	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	3 78
		Warrant Total:	**3.78**
Warrant #: VW 00342602	**Payee Name: PINE FOREST APARTMENTS**		
134	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	41 42
406 DEATS RD 178	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00

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Invoice Number	Account Info		Amount
		Warrant Total:	**141.42**
Warrant #: VW 00342603	**Payee Name: PINNACLE MEDICAL MANAGEMENT CORP**		
38033	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	121.50
38113	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	121 50
38184	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	1,201.50
38226	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	81 00
38314	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	81 00
38388	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	381 00
38469	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	40 50
		Warrant Total:	**2,028.00**
Warrant #: VW 00342604	**Payee Name: PITNEY BOWES**		
513943	1101159100 - 5310000	Information Technology - Supplies and Materials	110 00
5501589368	1101159100 - 5310000	Information Technology - Supplies and Materials	124.49
596032	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	416 00
596033	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	-112 29
596034	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	47 36
596035	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	120 00
596942	1101159100 - 5310000	Information Technology - Supplies and Materials	-315 00
		Warrant Total:	**390.56**
Warrant #: VW 00342605	**Payee Name: PITNEY BOWES**		
3110103AP11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	3,312 50
8407844AP11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	858 00
8407844DC10	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	858 00
8407844FB11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	858 00
8407844JA11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	858.00
8407844MR11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	858 00
		Warrant Total:	**7,602.50**
Warrant #: VW 00342609	**Payee Name: RUSSELL, GREG**		
10CR2442 042811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 50
10CR3236 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552.50
		Warrant Total:	**1,235.00**
Warrant #: VW 00342610	**Payee Name: RUZZO, PATRICK J**		
09CR2106 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,023.75
		Warrant Total:	**1,023.75**
Warrant #: VW 00342611	**Payee Name: SADLER, ANDREA**		
11CR0575 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00342612	**Payee Name: SAENZ, ALVIN N**		
08CR3113 022711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
		Warrant Total:	**780.00**
Warrant #: VW 00342614	**Payee Name: SANTA FE AUTO PARTS INC**		
46370	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	20 55
49211	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	37.70
49284	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	99 90
49993	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	58 91

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Invoice Number	Account Info		Amount
50719	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	6 93
50780	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	58 15
50799	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	15 79
51140	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	19 42
51143	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	18 57
		Warrant Total:	**335.92**
Warrant #: VW 00342615	**Payee Name: SCHWAB, TAYLOR**		
11CR0250 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	221 00
		Warrant Total:	**221.00**
Warrant #: VW 00342616	**Payee Name: SCOTT, SHELBY**		
11CR0185 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243.75
		Warrant Total:	**243.75**
Warrant #: VW 00342618	**Payee Name: SIMISKEY, STANLEY A.**		
10CR1897 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total:	**552.50**
Warrant #: VW 00342619	**Payee Name: SMITH, PATRICIA**		
3/15-4/20/11 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	131 07
		Warrant Total:	**131.07**
Warrant #: VW 00342621	**Payee Name: SOUTHERN KEYS**		
09CR2135 032411	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	1,200 00
		Warrant Total:	**1,200.00**
Warrant #: VW 00342622	**Payee Name: STACEY VALDEZ & ASSOCIATES PLLC**		
10CR2831 041811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00342627	**Payee Name: STEVENS, MARK W**		
110222 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	190 00
		Warrant Total:	**190.00**
Warrant #: VW 00342628	**Payee Name: STICKLER, TOMMY JAMES**		
09CR1113 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00342629	**Payee Name: STREAM ENERGY**		
1170257088	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	102 67
1186369119	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
1196575251	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	36 37
		Warrant Total:	**239.04**
Warrant #: VW 00342630	**Payee Name: SUHLER, DAVID**		
06CR2521 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	270 00
10CR2043 042011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,653 00
10CR3257 040811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	240 00
10CR3867 042811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	795 00
11CR0946 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	75 00
		Warrant Total:	**3,033.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342631	**Payee Name: SUMMERLIN PLLC, ROBERT E**		
11CR0687 040511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
		Warrant Total:	**178.75**
Warrant #: VW 00342636	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
11CR0801 042211	1101121000 - 5412115	Justice Administration - Psychological Exam	900 00
		Warrant Total:	**900.00**
Warrant #: VW 00342637	**Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**		
062111 MATRANGA	1101223700 - 5496100	Constable Pct #7 - Matranga - Travel	50.00
062111 WEBSTER	1101223700 - 5496100	Constable Pct #7 - Matranga - Travel	50 00
5/9-11/11 HUDNAL	1101123800 - 5495100	Justice Court Pct #8-2 - Education	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00342638	**Payee Name: TEXAS WORKFORCE COMMISSION**		
PC1831	1101159100 - 5481000	Information Technology - Contract Service	375 00
		Warrant Total:	**375.00**
Warrant #: VW 00342640	**Payee Name: TORRES, ROBERTO**		
05FD0867 041811	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	97 50
		Warrant Total:	**97.50**
Warrant #: VW 00342643	**Payee Name: TREVINO, ISMAEL**		
11CR0315 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00342646	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100004873335 03/	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100006663646	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100009432747	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	119 01
900006575768	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	82 42
900006677084 APR	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	105 58
		Warrant Total:	**507.01**
Warrant #: VW 00342647	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4287107	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
4596338	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
		Warrant Total:	**200.00**
Warrant #: VW 00342649	**Payee Name: UNITED PARCEL SERVICE**		
0000142162161	1101159100 - 5481000	Information Technology - Contract Service	12 65
		Warrant Total:	**12.65**
Warrant #: VW 00342651	**Payee Name: UTMB**		
708X24011071	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
		Warrant Total:	**800.00**
Warrant #: VW 00342653	**Payee Name: VISION TITLE LLC**		
2011000486	1101000010 - 4414012	General Government - County Clerk Refund of Fees	13 00
		Warrant Total:	**13.00**
Warrant #: VW 00342654	**Payee Name: WALMART**		

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Invoice Number	Account Info		Amount
01021	1101451110 - 5310000	Senior Citizens - Supplies and Materials	133 64
02344	1101451110 - 5310000	Senior Citizens - Supplies and Materials	91 76
02632	1101610200 - 5310000	County Extension - Supplies and Materials	10 99
02661	1101451110 - 5310000	Senior Citizens - Supplies and Materials	24 84
03974	1101451110 - 5310000	Senior Citizens - Supplies and Materials	79 78
04059	1101451110 - 5310000	Senior Citizens - Supplies and Materials	24 84
07691	1101610200 - 5310000	County Extension - Supplies and Materials	84 91
09611	1101451110 - 5310000	Senior Citizens - Supplies and Materials	123 81
09758	1101451110 - 5310000	Senior Citizens - Supplies and Materials	77 95
		Warrant Total:	**652.52**
Warrant #: VW 00342655		**Payee Name: WEBER, WINIFRED B**	
08CR2114 042311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,340 00
		Warrant Total:	**2,340.00**
Warrant #: VW 00342656		**Payee Name: WEBSTER, CHRISTINA**	
033111 HOTEL	1101223700 - 5496100	Constable Pct #7 - Matranga - Travel	61 35
		Warrant Total:	**61.35**
Warrant #: VW 00342657		**Payee Name: WEST PUBLISHING CORPORATION**	
822384032	1101126100 - 5310000	District Clerk - Supplies and Materials	68 00
822550212	1101126100 - 5310000	District Clerk - Supplies and Materials	34 00
		Warrant Total:	**102.00**
Warrant #: VW 00342658		**Payee Name: WW GRAINGER INC**	
9452625909	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	300 61
		Warrant Total:	**300.61**
Warrant #: VW 00342659		**Payee Name: XEROX CORPORATION**	
114256827 REBILL	1101159100 - 5310000	Information Technology - Supplies and Materials	486 28
114276331	1101159100 - 5310000	Information Technology - Supplies and Materials	119 07
114276332	1101159100 - 5310000	Information Technology - Supplies and Materials	771 40
		Warrant Total:	**1,376.75**
Warrant #: VW 00342660		**Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**	
310140 040711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	230 75
JAIL DKT 042211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**1,180.75**
		FUND 1101 TOTAL:	**4,172,799.03**

FUND: 2101 Cnty Records Mgt & Preservatio

Warrant #: VW 00342589		**Payee Name: NOVELLI JR, ROSS**	
ARI1100063	2101116020 - 5481000	County Records Management - Contract Service	10,000 00
		Warrant Total:	**10,000.00**
		FUND 2101 TOTAL:	**10,000.00**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342658	**Payee Name: WW GRAINGER INC**		
9516065738	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	8 50
		Warrant Total:	**8.50**
		FUND 2102 TOTAL:	**8.50**

FUND: 2103 Election Srvs Contract Fund

Warrant #: VW 00342617	**Payee Name: SHI GOVT SOLUTIONS**		
GB00032923	2103114031 - 5310001	Election Services Contract Fd - Depart Supplies-Non Cap F	1,550 00
		Warrant Total:	**1,550.00**
Warrant #: VW 00342658	**Payee Name: WW GRAINGER INC**		
9516065746	2103114031 - 5310001	Election Services Contract Fd - Depart Supplies-Non Cap F	809.08
		Warrant Total:	**809.08**
		FUND 2103 TOTAL:	**2,359.08**

FUND: 2121 Donations To Galveston County

Warrant #: VW 00342590	**Payee Name: NRG ENERGY INC**		
17555228	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	231.15
65843211	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	113 52
7029390 04/11/11	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	216 09
70855754	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	242 49
73640047	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	297 58
77272789	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	112 33
78598695 APRIL25	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	300.00
80293053 APRIL25	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	300 00
80325301 04/06/1	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	81 72
80325301 05/06/1	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	122 38
841650 03/04/11	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	241 34
90394529	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	300 00
90507294	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	100 00
		Warrant Total:	**2,658.60**
		FUND 2121 TOTAL:	**2,658.60**

FUND: 2211 Law Library

Warrant #: VW 00342624	**Payee Name: STATE BAR OF TEXAS**		
228354	2211129100 - 5317000	Law Library - Books & Periodicals	81 25
228357	2211129100 - 5317000	Law Library - Books & Periodicals	81 25
231692	2211129100 - 5317000	Law Library - Books & Periodicals	81 25
231695	2211129100 - 5317000	Law Library - Books & Periodicals	81 25
		Warrant Total:	**325.00**
Warrant #: VW 00342657	**Payee Name: WEST PUBLISHING CORPORATION**		
822465368	2211129100 - 5317000	Law Library - Books & Periodicals	9,042 41
822465369	2211129100 - 5317000	Law Library - Books & Periodicals	367 59

Galveston County, Texas

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Invoice Number	Account Info		Amount
822643976	2211129100 - 5317000	Law Library - Books & Periodicals	367 59
		Warrant Total:	**9,777.59**
		FUND 2211 TOTAL:	**10,102.59**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00342446 **Payee Name: AMERSON, RODGER DAN**

10FD1892 040111	2212125300 - 5432011	Mediation Services - Mediation Services	200.00
10FD2528 042611	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**400.00**

Warrant #: VW 00342531 **Payee Name: HUMPHREYS & HUMPHREYS**

CV0061797 041811	2212125300 - 5432011	Mediation Services - Mediation Services	300 00
		Warrant Total:	**300.00**
		FUND 2212 TOTAL:	**700.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00342453 **Payee Name: BELL, PAULA**

MAR 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	112 61
		Warrant Total:	**112.61**
		FUND 2220 TOTAL:	**112.61**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00342447 **Payee Name: ARAMARK CORRECTIONAL SERVICES**

5474000431	2230256118 - 5481199	Detention - Food Service Contract	2,136 94
5474000431	2230256119 - 5481199	Post Program - Food Service Contract	600 50
5474000431	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	160.14
5474000433	2230256118 - 5481199	Detention - Food Service Contract	2,284 83
5474000433	2230256119 - 5481199	Post Program - Food Service Contract	603 64
5474000433	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	235 50
		Warrant Total:	**6,021.55**

Warrant #: VW 00342458 **Payee Name: BOB BARKER CO INC**

WEB000167428	2230256118 - 5313100	Detention - Cleaning & Household Supplies	304 57
WEB000167428	2230256118 - 5314501	Detention - Linen Expense	216 00
		Warrant Total:	**520.57**

Warrant #: VW 00342545 **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**

1400	2230256118 - 5313100	Detention - Cleaning & Household Supplies	1,176 58
		Warrant Total:	**1,176.58**

Warrant #: VW 00342554 **Payee Name: LEE, LEDA F**

MLG FEB 2011	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	28 56
		Warrant Total:	**28.56**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00342570	**Payee Name: MASTER WORD SERVICE INC**		
41000	2230256130 - 5431101	Court - Professional Srv Interpreter	719 76
		Warrant Total:	**719.76**
Warrant #: VW 00342635	**Payee Name: TEXAS JUVENILE PROBATION COMMISSION**		
RFD FY10 L GRANT	2230000000 - 2272006	Juvenile Justice Fund - Due to Tx Juv Prob Comm	6,775 12
		Warrant Total:	**6,775.12**
Warrant #: VW 00342641	**Payee Name: TRAINING STRATEGIES INC**		
042511	2230256105 - 5495100	Juv Justice - Administration - Education	1,400 00
		Warrant Total:	**1,400.00**
Warrant #: VW 00342642	**Payee Name: TREASURE ISLAND TROPHIES**		
44574	2230256118 - 5310000	Detention - Supplies and Materials	101 50
		Warrant Total:	**101.50**
Warrant #: VW 00342650	**Payee Name: UTMB**		
APR 11 JUV CNSL	2230256118 - 5481000	Detention - Contract Service	1,000 00
APR 11 JUV MED	2230256118 - 5481000	Detention - Contract Service	16,233.33
		Warrant Total:	**17,233.33**
Warrant #: VW 00342654	**Payee Name: WALMART**		
03862	2230256119 - 5310001	Post Program - Depart Supplies-Non Cap FFE	477 96
		Warrant Total:	**477.96**
		FUND 2230 TOTAL:	**34,454.93**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00342443	**Payee Name: ALWAYS SAFETY AND 1ST AID INC**		
26464	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	709 35
26466	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	716 90
26644	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	54 75
		Warrant Total:	**1,481.00**
Warrant #: VW 00342450	**Payee Name: B & B ICE INC**		
3565306	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	184 10
		Warrant Total:	**184.10**
Warrant #: VW 00342451	**Payee Name: BAYGAS INC**		
8927	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	92 05
8928	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	107 83
8935	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	87 32
		Warrant Total:	**287.20**
Warrant #: VW 00342455	**Payee Name: BETA TECHNOLOGY INC**		
559300	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	2,700 00
559408	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	223 49
		Warrant Total:	**2,923.49**
Warrant #: VW 00342467	**Payee Name: CALICO WELDING SUPPLY CO**		

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Invoice Number	Account Info		Amount
TC54453	2301312110 - 5481000	Administration - Contract Service	198 00
		Warrant Total:	**198.00**
Warrant #: VW 00342472	**Payee Name: CHERRY CRUSHED CONCRETE**		
132125	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,895 38
132306	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,919 62
132437	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,194 68
132575	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,348 47
132708	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,473.16
132715	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,949 22
132804	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,443 00
		Warrant Total:	**28,223.53**
Warrant #: VW 00342482	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
8623	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	11,000 96
		Warrant Total:	**11,000.96**
Warrant #: VW 00342494	**Payee Name: CROP PRODUCTION SERVICES**		
206704	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	487 50
		Warrant Total:	**487.50**
Warrant #: VW 00342505	**Payee Name: DURWOOD GREENE CONSTRUCTION CO**		
4 033111	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	-868 47
4 033111	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	17,369 64
		Warrant Total:	**16,501.17**
Warrant #: VW 00342522	**Payee Name: GUSTAFSON, TERRI**		
APR 2011 MLG	2301312110 - 5496100	Administration - Travel	73 09
		Warrant Total:	**73.09**
Warrant #: VW 00342556	**Payee Name: LIBERTY EQUIPMENT SALES INC**		
210252	2301312120 - 5353010	FM & Lateral Road - Materials Roads	870 00
		Warrant Total:	**870.00**
Warrant #: VW 00342568	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
280745	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,804 00
280746	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,082 00
281173	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,360 00
281174	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,958 00
281175	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,492 00
		Warrant Total:	**13,696.00**
Warrant #: VW 00342576	**Payee Name: MCREE FORD INC**		
341703	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	31 34
341968	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	46 10
647156	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	69 23
		Warrant Total:	**146.67**
Warrant #: VW 00342582	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
35399	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 50
		Warrant Total:	**90.50**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00342599	**Payee Name: PAT'S**		
00026230	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**14.50**
Warrant #: VW 00342606	**Payee Name: R B EVERETT & CO**		
SI38336	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	368 75
		Warrant Total:	**368.75**
Warrant #: VW 00342614	**Payee Name: SANTA FE AUTO PARTS INC**		
45943	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	15 95
50064	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	607 50
50914	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	36 08
51078	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	169 95
51080	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	344 29
51082	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	31 90
51448	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	135.00
51466	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	33 00
51904	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	99.99
51953	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	637 47
		Warrant Total:	**2,111.13**
Warrant #: VW 00342623	**Payee Name: STANDARD STEEL SUPPLY INC**		
513407	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	435 22
		Warrant Total:	**435.22**
Warrant #: VW 00342626	**Payee Name: STEVEN-SHARON CORPORATION**		
377458000	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	28 16
		Warrant Total:	**28.16**
Warrant #: VW 00342645	**Payee Name: TUBING AND METRICS HYDRAULICS INC**		
61444	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	74 92
		Warrant Total:	**74.92**
		FUND 2301 TOTAL:	**79,195.89**

FUND: 2370 Flood Control Fund

Warrant #: VW 00342445	**Payee Name: AMERICAN INSHORE DIVERS CORP**		
11101	2370296121 - 5481000	Seawall Maintenance - Contract Service	2,405 00
		Warrant Total:	**2,405.00**
Warrant #: VW 00342464	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL22118	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	22.40
		Warrant Total:	**22.40**
Warrant #: VW 00342474	**Payee Name: CITY OF GALVESTON**		
8/10 GAL#11 TIRZ	2370000000 - 4113014	Flood Control - Reinv Zone Galveston #11	14,529.01
8/10 GAL#12 TIRZ	2370000000 - 4113015	Flood Control - Reinv Zone Galveston #12	2,045 01
8/10 GAL#13 TIRZ	2370000000 - 4113016	Flood Control - Reinv Zone Galveston #13	3,009.08
8/10 GAL#14 TIRZ	2370000000 - 4113020	Flood Control - Reinv Zone Galveston #14	8,933 68
		Warrant Total:	**28,516.78**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342475	**Payee Name: CITY OF HITCHCOCK**		
8/10 HTCH#1 TIRZ	2370000000 - 4113030	Flood Control - Reinv Zone Hitchcock #1	4,994 62
		Warrant Total:	**4,994.62**
Warrant #: VW 00342477	**Payee Name: CITY OF LEAGUE CITY**		
8/10 LC#2 TIRZ	2370000000 - 4113023	Flood Control - Reinv Zone League City #2	17,570 29
8/10 LC#3 TIRZ	2370000000 - 4113024	Flood Control - Reinv Zone League City #3	3,914 88
		Warrant Total:	**21,485.17**
Warrant #: VW 00342478	**Payee Name: CITY OF TEXAS CITY**		
8/10 TC#1 TIRZ	2370000000 - 4113035	Flood Control - Reinv Zone Texas City #1	13 62
		Warrant Total:	**13.62**
Warrant #: VW 00342558	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20111137	2370190100 - 5481000	County Engineer - Contract Service	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00342564	**Payee Name: MAINLAND TOOL AND SUPPLY INC**		
013638010	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	204 84
		Warrant Total:	**204.84**
Warrant #: VW 00342596	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975433496	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	455.00
		Warrant Total:	**455.00**
		FUND 2370 TOTAL:	**58,697.43**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00342449	**Payee Name: AUTOZONE INC**		
1579394336	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	11 99
		Warrant Total:	**11.99**
Warrant #: VW 00342485	**Payee Name: COFEJO HARDWARE INC**		
265833	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	38 57
265937	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	5 97
265966	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	17 57
266229	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	9 48
		Warrant Total:	**71.59**
Warrant #: VW 00342563	**Payee Name: MAG AVIONICS LLC**		
219	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	420 00
		Warrant Total:	**420.00**
Warrant #: VW 00342567	**Payee Name: MARSHALL, JOHN G**		
04/19/11 RMB	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	80.00
		Warrant Total:	**80.00**
Warrant #: VW 00342623	**Payee Name: STANDARD STEEL SUPPLY INC**		
513366	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	194 50

Galveston County, Texas

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Invoice Number	Account Info		Amount
		Warrant Total:	**194.50**
Warrant #: VW 00342633	**Payee Name: TEXAS DEPARTMENT OF AGRICULTURE**		
00829884	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	12.00
		Warrant Total:	**12.00**
Warrant #: VW 00342639	**Payee Name: TIBALDOS FEED AND SUPPLY**		
358091	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	169.80
		Warrant Total:	**169.80**
		FUND 2410 TOTAL:	**959.88**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00342513	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
1390	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	138 00
1398	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	230 00
1405	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	205.00
		Warrant Total:	**573.00**
Warrant #: VW 00342607	**Payee Name: REGIONAL COUNCIL OF CHILD WELFARE**		
GALV COUNTY 2011	2501443300 - 5495511	Child Welfare - Community Education	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00342608	**Payee Name: ROSS**		
2414	2501443300 - 5312100	Child Welfare - Clothing Expense	171 82
2457	2501443300 - 5312100	Child Welfare - Clothing Expense	346 10
		Warrant Total:	**517.92**
Warrant #: VW 00342632	**Payee Name: TARGET STORES**		
APR 11 STMT	2501443300 - 5312100	Child Welfare - Clothing Expense	394 36
APR 11 STMT	2501443300 - 5449125	Child Welfare - Emergency Family Support	149 98
		Warrant Total:	**544.34**
		FUND 2501 TOTAL:	**1,685.26**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00342582	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
35397	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
35401	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	32 50
		Warrant Total:	**36.75**
		FUND 2601 TOTAL:	**36.75**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00342506	**Payee Name: EFFINGER, ERIKA**		
MAR 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	116.79

Invoice Number	Account Info		Amount
		Warrant Total:	**116.79**
Warrant #: VW 00342600	**Payee Name: PEGASUS SCHOOLS INC**		
APR 2011 RMB	2841256111 - 5312100	State Aid Grant A - Clothing Expense	800 00
		Warrant Total:	**800.00**
		FUND 2841 TOTAL:	**916.79**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00342498	**Payee Name: DELL MARKETING LP**		
XF92F1RM2	2848256143 - 5495095	Commitment Reduction Program C - Educational Programs	1,481 20
		Warrant Total:	**1,481.20**
		FUND 2848 TOTAL:	**1,481.20**

FUND: 2893 HMGP - IKE

Warrant #: VW 00342613	**Payee Name: SAMSON, RENE A**		
R178229 HMGP RFD	2893289010 - 5502104	HMGP Home Buy-out Program - Refund of Revenues	375 00
R178231 HMGP RFD	2893289010 - 5502104	HMGP Home Buy-out Program - Refund of Revenues	375 00
		Warrant Total:	**750.00**
Warrant #: VW 00342620	**Payee Name: SOUTH LAND TITLE LLC**		
R170365	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	23,195 25
R171501	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	91,040.25
R172872	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	97,449 00
R176778	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	48,072 75
R177168	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	51,465 00
R177169	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	68,424.75
R177218	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	31,353.00
R177513	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	16,542 41
R177692	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	19,590 86
R178221	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	64,657 50
R179220	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	68,424.75
R221977	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	172,838 72
R288093	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	45,810 75
R296602	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	81,242 25
R377619	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	36,591 76
R381104	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	30,265 67
		Warrant Total:	**946,964.67**
Warrant #: VW 00342644	**Payee Name: TRIMBLE, MICHELLE**		
R207765 HMGP RFD	2893289010 - 5502104	HMGP Home Buy-out Program - Refund of Revenues	375 00
		Warrant Total:	**375.00**
		FUND 2893 TOTAL:	**948,089.67**

FUND: 2894 EECBG - Program

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342529	**Payee Name: HOFFMAN ENGINEERING GROUP INC**		
2011GCOL	2894170103 - 5410000	EECBG - Program - Professional Services	8,500 00
		Warrant Total:	**8,500.00**
		FUND 2894 TOTAL:	**8,500.00**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00342444	**Payee Name: AMERICAN HOME BUILDERS INC.**		
CF1138501	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,593 00
CF1138501	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,930.00
DM1078301	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,499 50
DM1078301	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,995.00
EP0310943	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,410 35
EP0310943	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,103 50
KA1069201	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,490 83
KA1069201	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,908.27
MR1227501	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,327 57
MR1227501	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,275 67
		Warrant Total:	**155,891.19**
Warrant #: VW 00342457	**Payee Name: BGB INTERESTS LP**		
114261	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,585.69
114261	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	24,646 91
114261	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	31,210 00
		Warrant Total:	**50,271.22**
Warrant #: VW 00342459	**Payee Name: BOCK, BRENDA**		
2/14-18/11	2914152500 - 5496100	Administration - Travel	40 00
2/14-18/11	2914152500 - 5496301	Administration - Auto Mileage	34 17
		Warrant Total:	**74.17**
Warrant #: VW 00342465	**Payee Name: BURGHLI HOMES PROMENADE HOMES JV**		
10510R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,806 40
106FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,888 20
106FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,882 00
109 DELEON	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,354 87
109 DELEON	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	65,475 67
109 DELEON	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	8,073 00
110	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,945 37
110	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	62,203.73
110	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	17,250 00
		Warrant Total:	**183,502.36**
Warrant #: VW 00342537	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
21911 041911	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	638.00
21972 042111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,145 00
		Warrant Total:	**1,783.00**
		FUND 2914 TOTAL:	**391,521.94**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
FUND: 2994 Disaster Recovery - Ike			
Warrant #: VW 00342483	**Payee Name: COBB FENDLEY & ASSOCIATES**		
0234126	2994299761 - 5481000	Ft Travis Roadway/Walkway - Contract Service	3,096 40
		Warrant Total:	**3,096.40**
Warrant #: VW 00342495	**Payee Name: CROWDER GULF JOINT VENTURE INC**		
GALC1054046	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	96,737 45
GALG9039677	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	3,525,531 89
GALG9069408	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	837,992 83
		Warrant Total:	**4,460,262.17**
Warrant #: VW 00342505	**Payee Name: DURWOOD GREENE CONSTRUCTION CO**		
4 033111	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-1,348 94
4 033111	2994299324 - 5425023	Road & Bridge Pr-Port Bolivar - Johnson Crawford Circle -	5,154 57
4 033111	2994299324 - 5425030	Road & Bridge Pr-Port Bolivar - Atkinson St - Port Boliva	573 75
4 033111	2994299324 - 5425257	Road & Bridge Pr-Port Bolivar - Ocean Tide-Crystal Beach	12 78
4 033111	2994299324 - 5425265	Road & Bridge Pr-Port Bolivar - 17th Street, Port Bolivar	1,332.20
4 033111	2994299324 - 5425266	Road & Bridge Pr-Port Bolivar - 22nd Street, Port Bolivar	256 50
4 033111	2994299324 - 5425268	Road & Bridge Pr-Port Bolivar - Quarles Ave, Port Bolivar	308.60
4 033111	2994299324 - 5425287	Road & Bridge Pr-Port Bolivar - 4th Street Loop-Port Boli	65 64
4 033111	2994299324 - 5425288	Road & Bridge Pr-Port Bolivar - 15th Street Port Bolivar	431 80
4 033111	2994299324 - 5425289	Road & Bridge Pr-Port Bolivar - Conn Road Port Bolivar	137 70
4 033111	2994299324 - 5425290	Road & Bridge Pr-Port Bolivar - Bush Road Port Bolivar	178 25
4 033111	2994299324 - 5425291	Road & Bridge Pr-Port Bolivar - Barge Terminal Port Boliv	351 90
4 033111	2994299324 - 5425292	Road & Bridge Pr-Port Bolivar - Johnson Slip Road Port Bo	535 50
4 033111	2994299324 - 5425293	Road & Bridge Pr-Port Bolivar - Ocean Breeze Drive Port B	275 09
4 033111	2994299324 - 5425363	Road & Bridge Pr-Port Bolivar - Keystone Port Bolivar	785 04
4 033111	2994299324 - 5425365	Road & Bridge Pr-Port Bolivar - 20th Street Port Bolivar	1,190 34
4 033111	2994299324 - 5425367	Road & Bridge Pr-Port Bolivar - Bahama Lane Port Bolivar	1,297 44
4 033111	2994299355 - 5425267	Anderson Ave Port Bolivar - Anderson Ave, Port Bolivar	3,488 40
4 033111	2994299358 - 5425369	Martinique Ave Port Bolivar - Martinique Lane Port Boliva	2,093 04
4 033111	2994299359 - 5425021	Magnolia Ln Port Bolivar - Magnolia Lane - Port Bolivar	2,138 29
4 033111	2994299361 - 5425024	North & South Boyt Rd Port Blv - Boyt Road - Port Bolivar	2,503 09
4 033111	2994299362 - 5425027	Gulf Coast Dr Port Bolivar - Gulf Coast Dr - Port Bolivar	220 00
4 033111	2994299365 - 5425032	Honeysuckle Dr Port Bolivar - S Honeysuckle Dr - Port Bol	2,342 60
4 033111	2994299366 - 5425034	Alma St Crystal Beach - Alma St - Crystal Beach	1,306 18
		Warrant Total:	**25,629.76**
		FUND 2994 TOTAL:	**4,488,988.33**
FUND: 3120 Limited Tax Cnty Bldg Bds Sr09			
Warrant #: VW 00342496	**Payee Name: DAVID'S ISLAND**		
02255	3120179119 - 5722903	Ag Ext Svc at Carbide Park - Owners Contingency	816.90
		Warrant Total:	**816.90**
Warrant #: VW 00342533	**Payee Name: J W KELSO COMPANY INC**		
205003B 03/31/11	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	33,034 00
205003B 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,651 70
		Warrant Total:	**31,382.30**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342534	**Payee Name: J W KELSO COMPANY INC**		
205002D 03/31/11	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	350,446.37
205002D 033111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-17,522 32
		Warrant Total:	**332,924.05**
Warrant #: VW 00342537	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
928 041911	3120179331 - 5722903	Animal Resource Center - Owners Contingency	7,500 00
		Warrant Total:	**7,500.00**
Warrant #: VW 00342648	**Payee Name: UNBEHAGEN, O C**		
ARI1100064	3120179010 - 5481000	Administration - Contract Service	6,666 66
		Warrant Total:	**6,666.66**
		FUND 3120 TOTAL:	**379,289.91**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00342634	**Payee Name: TEXAS DEPARTMENT OF TRANSPORTATION**		
20110332	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	1,160 34
		Warrant Total:	**1,160.34**
		FUND 3310 TOTAL:	**1,160.34**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00342541	**Payee Name: JNS ENGINEERS, LLC.**		
110323	3312312111 - 5731146	Non-County Roads - Blmp Base Blvd	23,320.34
		Warrant Total:	**23,320.34**
Warrant #: VW 00342558	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20111308	3312312112 - 5731011	County Road - Roads-Pct #1	7,213.61
20111374	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	16,142 00
		Warrant Total:	**23,355.61**
Warrant #: VW 00342561	**Payee Name: LTRA**		
HENG09106G185	3312312112 - 5731138	County Road - Lawrence Rd	10,650.84
HENG10008H186	3312312111 - 5731170	Non-County Roads - City Streets-Santa Fe	2,294 91
		Warrant Total:	**12,945.75**
Warrant #: VW 00342562	**Payee Name: LUCAS CONSTRUCTION CO INC**		
8 040611	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	63,469.60
		Warrant Total:	**63,469.60**
		FUND 3312 TOTAL:	**123,091.30**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00342579	**Payee Name: MODJESKI AND MASTERS INC**		
213519	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	68,281 17

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**68,281.17**
		FUND 3315 TOTAL:	**68,281.17**

FUND: 3370 Ltd Tax Flood Control Bds Sr09

Warrant #: VW 00342512 **Payee Name: GALVESTON COUNTY CONSOLIDATED**

081013	3370313202 - 5734252	County Flood Control Projects - Dickinson Bayou Proj	492,457 39
		Warrant Total:	**492,457.39**
		FUND 3370 TOTAL:	**492,457.39**

FUND: 6123 Group Insurance Fund

Warrant #: VW 00342460 **Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**

APRIL 2011	6123155021 - 5417201	Group Insurance - Health Ins Administrative Fee	40,788 76
APRIL 2011	6123155021 - 5417204	Group Insurance - Preferred Provdr Orgnztn Fee	17,415 50
		Warrant Total:	**58,204.26**

Warrant #: VW 00342461 **Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**

MAR 2011	6123155021 - 5417201	Group Insurance - Health Ins Administrative Fee	50,243.83
MAR 2011	6123155021 - 5417204	Group Insurance - Preferred Provdr Orgnztn Fee	17,232 50
		Warrant Total:	**67,476.33**

Warrant #: VW 00342468 **Payee Name: CAREHERE LLC**

5361	6123155021 - 5417208	Group Insurance - CareHere Supplemental Fee	27,115.84
5490	6123155021 - 5417208	Group Insurance - CareHere Supplemental Fee	3,239 49
		Warrant Total:	**30,355.33**

Warrant #: VW 00342524 **Payee Name: HCA LOCKBOX**

ARI1100061	6123155021 - 5481000	Group Insurance - Contract Service	4,457 73
		Warrant Total:	**4,457.73**

Warrant #: VW 00342555 **Payee Name: LEOPOLD, WILLIAM E**

ARI1100062	6123155021 - 5481000	Group Insurance - Contract Service	2,975 00
		Warrant Total:	**2,975.00**
		FUND 6123 TOTAL:	**163,468.65**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00342652 **Payee Name: VERIZON**

090110 STTLMNT	6130151431 - 5491503	General Self Insurance - Claims Liability	350 56
		Warrant Total:	**350.56**
		FUND 6130 TOTAL:	**350.56**

FUND: 7605 Escrow Fund

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Invoice Number	Account Info			Amount
Warrant #: VW 00342456	**Payee Name: BETTISON DOYLE APFFEL & GUARINO PC**			
SHRF SL 040511	7605000000 - 2495792	Escrow Fund - Tx Sl 07TX0086		500 00
SHRF SL 040511	7605000000 - 2495797	Escrow Fund - Tx Sl 10TX0323		500 00
			Warrant Total:	**1,000.00**
Warrant #: VW 00342572	**Payee Name: MCCARNES, LOIS**			
SHRF SL 04/21/11	7605000000 - 2495796	Escrow Fund - Tx Sl 10TX0286		500 00
			Warrant Total:	**500.00**
Warrant #: VW 00342573	**Payee Name: MCCREARY VESELKA BRAGG AND ALLEN PC**			
SHRF SL 04/21/11	7605000000 - 2495793	Escrow Fund - Tx Sl 07TX0086		150 00
			Warrant Total:	**150.00**
Warrant #: VW 00342583	**Payee Name: MURRAY, JASON**			
SHRFS SL04/21/11	7605000000 - 2495792	Escrow Fund - Tx Sl 07TX0086		411.00
SHRFS SL04/21/11	7605000000 - 2495793	Escrow Fund - Tx Sl 07TX0086		703 00
SHRFS SL04/21/11	7605000000 - 2495794	Escrow Fund - Tx Sl 10TX0091		356 00
SHRFS SL04/21/11	7605000000 - 2495795	Escrow Fund - Tx Sl 10TX0206		845 00
SHRFS SL04/21/11	7605000000 - 2495796	Escrow Fund - Tx Sl 10TX0286		356 00
SHRFS SL04/21/11	7605000000 - 2495797	Escrow Fund - Tx Sl 10TX0323		356 00
			Warrant Total:	**3,027.00**
Warrant #: VW 00342584	**Payee Name: MURRAY, JASON**			
SHRF SL 04/21/11	7605000000 - 2495795	Escrow Fund - Tx Sl 10TX0206		19,783 02
SHRF SL 04/21/11	7605000000 - 2495797	Escrow Fund - Tx Sl 10TX0323		0 94
			Warrant Total:	**19,783.96**
Warrant #: VW 00342586	**Payee Name: NELSON, MARYBETH M**			
SHRF SL 04/21/11	7605000000 - 2495792	Escrow Fund - Tx Sl 07TX0086		500 00
			Warrant Total:	**500.00**
Warrant #: VW 00342625	**Payee Name: STATE OF TEXAS**			
MAR 11 VICT COMP	7605000000 - 2476099	Escrow Fund - Victims Auxiliary Fund		871 31
			Warrant Total:	**871.31**
			FUND 7605 TOTAL:	**25,832.27**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Summary of All Funds

Fund		Amount
1101	General Fund	4,172,799 03
2101	Cnty Records Mgt & Preservatio	10,000 00
2102	Co Clerk Rec Mgt & Pres Fund	8 50
2103	Election Srvs Contract Fund	2,359 08
2121	Donations To Galveston County	2,658 60
2211	Law Library	10,102 59
2212	Mediation Services Prog Fund	700 00
2220	Adult Probation Fund	112 61
2230	Juvenile Justice Fund	34,454 93
2301	Road & Bridge Fund	79,195 89
2370	Flood Control Fund	58,697 43
2410	Mosquito Control District Fund	959 88
2501	Child Welfare Fund	1,685 26
2601	Beach & Parks Fund	36 75
2841	Juvenile Probation-State Aid	916.79
2848	Juv Jst Alt Education Program	1,481 20
2893	HMGP - IKE	948,089 67
2894	EECBG - Program	8,500 00
2914	CDBG Housing Program	391,521 94
2994	Disaster Recovery - Ike	4,488,988 33
3120	Limited Tax Cnty Bldg Bds Sr09	379,289 91
3310	Pass Thru Toll Rv Lt Tx BdSr07	1,160 34
3312	Unltd Tax Road Bonds Sr 2009	123,091 30
3315	Galv Causeway RR Bridge Proj	68,281 17
3370	Ltd Tax Flood Control Bds Sr09	492,457 39
6123	Group Insurance Fund	163,468 65
6130	Self Insurance Reserve Fund	350 56
7605	Escrow Fund	25,832 27
	Grand Total:	**11,467,200.07**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/03/2011

Approved Order to pay by Commissioners Court this day May 2nd, 2011

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

absent

Patrick Doyle, Galveston County Commissioner, Pct 1

Kevin D. O'Brien, Galveston County Commissioner, Pct 2

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342439	702471	ABL MANAGEMENT INC	05/03/11	36,216 48	MW	OH		
AP00342440	711542	ALDRIDGE & ASSOCIATES	05/03/11	292 50	MW	OH	B7	
AP00342441	VOID CONTINU	Void - Continued Stub	05/03/11	0 00	VM	OH		Void
AP00342442	013524	ALERT ALARM BURG AND FIRE PRO	05/03/11	4,235 00	MW	OH		
AP00342443	707451	ALWAYS SAFETY AND 1ST AID INC	05/03/11	1,481 00	MW	OH		
AP00342444	711832	AMERICAN HOME BUILDERS INC	05/03/11	155,891 19	MW	OH		
AP00342445	713155	AMERICAN INSHORE DIVERS CORP	05/03/11	2,405 00	MW	OH		
AP00342446	702478	AMERSON, RODGER DAN	05/03/11	400 00	MW	OH	B7	
AP00342447	702474	ARAMARK CORRECTIONAL SERVICES	05/03/11	6,021 55	MW	OH		
AP00342448	704991	ARROWHEAD SCIENTIFIC INC	05/03/11	38 15	MW	OH		
AP00342449	712485	AUTOZONE INC	05/03/11	11 99	MW	OH		
AP00342450	709331	B & B ICE INC	05/03/11	184 10	MW	OH		
AP00342451	026047	BAYGAS INC	05/03/11	287 20	MW	OH		
AP00342452	701298	BAYPOINT MANOR APT	05/03/11	19 18	MW	OH		
AP00342453	712019	BELL, PAULA	05/03/11	112 61	MW	OH		
AP00342454	401969	BENNETT, JAMES M	05/03/11	950 00	MW	OH	B7	
AP00342455	406081	BETA TECHNOLOGY INC	05/03/11	2,923 49	MW	OH		
AP00342456	704994	BETTISON DOYLE APFFEL & GUARI	05/03/11	1,000 00	MW	OH		
AP00342457	711795	BGB INTERESTS LP	05/03/11	50,271 22	MW	OH		
AP00342458	021303	BOB BARKER CO INC	05/03/11	520 57	MW	OH		
AP00342459	713135	BOCK, BRENDA	05/03/11	74 17	MW	OH		
AP00342460	709220	BOON CHAPMAN BENEFIT ADMINIST	05/03/11	58,204 26	MW	OH		
AP00342461	709220	BOON CHAPMAN BENEFIT ADMINIST	05/03/11	67,476 33	MW	OH		
AP00342462	710773	BOURQUE, GERALD E	05/03/11	94,227 90	MW	OH	B7	
AP00342463	702559	BRIGGS, LYNETTE	05/03/11	611 00	MW	OH	B7	
AP00342464	024240	BROOKSIDE EQUIP SALES INC	05/03/11	22 40	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342465	712308	BURGHLI HOMES PROMENADE HOMES	05/03/11	183,502 36	MW	OH		
AP00342466	711036	BUZBEE PROPERTIES INC	05/03/11	2,611 33	MW	OH		
AP00342467	031559	CALICO WELDING SUPPLY CO	05/03/11	198 00	MW	OH		
AP00342468	708822	CAREHERE LLC	05/03/11	30,355 33	MW	OH		
AP00342469	702081	CEASER, KENDRIC	05/03/11	4,822 50	MW	OH	B7	
AP00342470	702429	CHAIR TAI CHI	05/03/11	280 00	MW	OH		
AP00342471	406535	CHAN, CONNIE	05/03/11	108 00	MW	OH	B7	
AP00342472	712596	CHERRY CRUSHED CONCRETE	05/03/11	28,223 53	MW	OH		
AP00342473	033985	CITY OF GALVESTON	05/03/11	200 00	MW	OH		
AP00342474	033985	CITY OF GALVESTON	05/03/11	1817,584.43	MW	OH		
AP00342475	033027	CITY OF HITCHCOCK	05/03/11	349,239 05	MW	OH		
AP00342476	033241	CITY OF LEAGUE CITY	05/03/11	155 82	MW	OH		
AP00342477	033241	CITY OF LEAGUE CITY	05/03/11	1511,209 99	MW	OH		
AP00342478	403085	CITY OF TEXAS CITY	05/03/11	951 73	MW	OH		
AP00342479	403085	CITY OF TEXAS CITY	05/03/11	115 46	MW	OH		
AP00342480	033290	CLARK, DIANE	05/03/11	406 25	MW	OH	B7	
AP00342481	712273	CLEMENTS, CLYDE WESLEY	05/03/11	292 50	MW	OH	B7	
AP00342482	710180	CLEVELAND ASPHALT PRODUCTS IN	05/03/11	11,000 96	MW	OH		
AP00342483	707069	COBB FENDLEY & ASSOCIATES	05/03/11	3,096 40	MW	OH		
AP00342484	702713	COCHRAN, WINSTON E JR	05/03/11	243 75	MW	OH	B7	
AP00342485	223792	COFEJO HARDWARE INC	05/03/11	531 57	MW	OH		
AP00342486	034124	COLE PH D , COLLIER M	05/03/11	2,000 00	MW	OH		
AP00342487	034223	COLTZER, ROBERT G	05/03/11	75 00	MW	OH	B7	
AP00342488	705337	CONZ, GLORIA	05/03/11	600 00	MW	OH		
AP00342489	400896	COOK, DAVID	05/03/11	477 65	MW	OH	B7	
AP00342490	704965	COURTYARD APARTMENTS	05/03/11	100 00	MW	OH	RE	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342491	700790	COX, JONATHAN H	05/03/11	942 50	MW	OH	B7	
AP00342492	707222	CPI FOODS INC	05/03/11	9,720 00	MW	OH		
AP00342493	709896	CRESCENT ENGINEERING COMPANY	05/03/11	1,917 87	MW	OH		
AP00342494	403364	CROP PRODUCTION SERVICES	05/03/11	487 50	MW	OH		
AP00342495	708690	CROWDER GULF JOINT VENTURE IN	05/03/11	4460,262 17	MW	OH		
AP00342496	409732	DAVID'S ISLAND	05/03/11	816 90	MW	OH		
AP00342497	710679	DAVISON, AMRI	05/03/11	253 28	MW	OH	B7	
AP00342498	406388	DELL MARKETING LP	05/03/11	1,481 20	MW	OH		
AP00342499	409861	DIAMOND SHAMROCK	05/03/11	246 70	MW	OH		
AP00342500	043489	DICKINSON ARMS APT	05/03/11	100 00	MW	OH	RE	
AP00342501	704331	DIRECT ENERGY LP	05/03/11	100 00	MW	OH		
AP00342502	700075	DISCOUNT UNIFORMS INTERNATION	05/03/11	537 67	MW	OH		
AP00342503	043273	DISHER, DAVID A	05/03/11	734 50	MW	OH	B7	
AP00342504	402798	DSG INC	05/03/11	300 00	MW	OH		
AP00342505	044255	DURWOOD GREENE CONSTRUCTION C	05/03/11	42,130 93	MW	OH		
AP00342506	707318	EFFINGER, ERIKA	05/03/11	116 79	MW	OH		
AP00342507	409953	EMAT	05/03/11	200 00	MW	OH		
AP00342508	710066	EMILY A FISHER PLLC	05/03/11	214 94	MW	OH	B7	
AP00342509	061028	FAULIN, DOUGLAS E	05/03/11	253 28	MW	OH	B7	
AP00342510	410365	FAUS, SALVADOR	05/03/11	471 25	MW	OH	B7	
AP00342511	704440	FULK, GEORGE BYRON	05/03/11	260 00	MW	OH	B7	
AP00342512	706177	GALVESTON COUNTY CONSOLIDATED	05/03/11	492 457 39	MW	OH		
AP00342513	431945	GALVESTON COUNTY HEALTH DISTR	05/03/11	573 00	MW	OH		
AP00342514	406195	GALVESTON COUNTY SHERIFF'S DE	05/03/11	100 00	MW	OH		
AP00342515	071175	GALVESTON COUNTY WCID #1	05/03/11	128 50	MW	OH		
AP00342516	711807	GARRETT LAW FIRM,THE	05/03/11	276 25	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342517	701571	GELB, JEFFREY	05/03/11	260 00	MW	OH	B7	
AP00342518	705936	GEXA CORP	05/03/11	100 00	MW	OH		
AP00342519	705919	GHG CORPORATION	05/03/11	475 00	MW	OH		
AP00342520	713312	GIST, PHIL	05/03/11	55 94	MW	OH		
AP00342521	708298	GOLDSBERRY & ASSOCIATES PLLC	05/03/11	130 00	MW	OH	B7	
AP00342522	709059	GUSTAFSON, TERRI	05/03/11	73 09	MW	OH		
AP00342523	700466	HALFF ASSOCIATES	05/03/11	5,485 00	MW	OH		
AP00342524	710248	HCA LOCKBOX	05/03/11	4,457 73	MW	OH		
AP00342525	084947	HEARST NEWSPAPERS PARTNERSHIP	05/03/11	276 00	MW	OH		
AP00342526	712993	HENRY, MARK	05/03/11	308 28	MW	OH		
AP00342527	713255	HESSE, DAVID C	05/03/11	406 25	MW	OH	B7	
AP00342528	432358	HIRSCH PHD, VICTOR	05/03/11	100 00	MW	OH		
AP00342529	712957	HOFFMAN ENGINEERING GROUP INC	05/03/11	8,500 00	MW	OH		
AP00342530	705825	HOUSTON STAMP AND STENCIL CO	05/03/11	485 25	MW	OH		
AP00342531	707452	HUMPHREYS & HUMPHREYS	05/03/11	300 00	MW	OH	B7	
AP00342532	409674	INFOSOL INC	05/03/11	1,613 14	MW	OH		
AP00342533	701901	J W KELSO COMPANY INC	05/03/11	31,382 30	MW	OH		
AP00342534	701901	J W KELSO COMPANY INC	05/03/11	332,924 05	MW	OH		
AP00342535	407630	JACKSON, CALVIN C	05/03/11	169 00	MW	OH	B7	
AP00342536	712357	JACKSON, ERIN LARENA	05/03/11	318 00	MW	OH	B7	
AP00342537	409049	JAHN-GALVESTON INSURANCE AGEN	05/03/11	9,283 00	MW	OH		
AP00342538	710470	JAMES CROWDER FUNERAL HOME IN	05/03/11	4,050 00	MW	OH		
AP00342539	407148	JENKINS, JEAN	05/03/11	67 83	MW	OH		
AP00342540	709951	JIMENEZ JOAQUIN	05/03/11	1,729 00	MW	OH	B7	
AP00342541	711523	JNS ENGINEERS, LLC	05/03/11	23,320 34	MW	OH		
AP00342542	701243	JONES, STACEY LEE	05/03/11	4 721 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342543	704638	KAUFMANN, CHARLES R	05/03/11	260 00	MW	OH	B7	
AP00342544	713336	KELLY, WILLIAM	05/03/11	288 90	MW	OH	B7	
AP00342545	402386	KLEEN JANITORIAL SUPPLY COMPA	05/03/11	2,525 59	MW	OH		
AP00342546	710415	KLEEN KUT LANDSCAPE SERVICE	05/03/11	6,600 00	MW	OH		
AP00342547	701780	LAW OFFICE OF DONNA L LELEUX	05/03/11	260 00	MW	OH	B7	
AP00342548	712315	LAW OFFICE OF J MICHAEL THREA	05/03/11	146 25	MW	OH		
AP00342549	711543	LAW OFFICE OF MICHAEL RUSSO P	05/03/11	570 00	MW	OH	B7	
AP00342550	706605	LAW OFFICE OF MICHELE BASSETT	05/03/11	1,350 00	MW	OH	B7	
AP00342551	708815	LAW OFFICE OF PAUL B KENNEDY	05/03/11	591 50	MW	OH	B7	
AP00342552	709606	LAW OFFICE OF ROBERT H TUTHIL	05/03/11	162 50	MW	OH	B7	
AP00342553	705777	LEATHERS, BILL	05/03/11	195 00	MW	OH	B7	
AP00342554	703031	LEE, LEDA F	05/03/11	28 56	MW	OH		
AP00342555	709682	LEOPOLD, WILLIAM E	05/03/11	2,975 00	MW	OH	RE	
AP00342556	711059	LIBERTY EQUIPMENT SALES INC	05/03/11	870 00	MW	OH		
AP00342557	123026	LIGGIOS TIRE AND SERVICE CENT	05/03/11	1,485 12	MW	OH		
AP00342558	703141	LJA ENGINEERING & SURVEYING I	05/03/11	23,955 61	MW	OH		
AP00342559	710798	LOPER, ROBERT K	05/03/11	83,109 55	MW	OH	B7	
AP00342560	710033	LOS CABOS APTS	05/03/11	100 00	MW	OH	RE	
AP00342561	711535	LTRA	05/03/11	12,945 75	MW	OH		
AP00342562	125518	LUCAS CONSTRUCTION CO INC	05/03/11	63,469 60	MW	OH		
AP00342563	713232	MAG AVIONICS LLC	05/03/11	420 00	MW	OH		
AP00342564	136192	MAINLAND TOOL AND SUPPLY INC	05/03/11	204 84	MW	OH		
AP00342565	709125	MALONEY & PARKS LLP	05/03/11	1,397 50	MW	OH	B7	
AP00342566	407300	MARION, WILLIAM DAVID	05/03/11	130 00	MW	OH	B7	
AP00342567	131193	MARSHALL, JOHN G	05/03/11	80 00	MW	OH		
AP00342568	710378	MARTIN RESOURCE MANAGEMENT CO	05/03/11	13,696 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342569	705312	MARTY'S CITY AUTO INC	05/03/11	1,708 40	MW	OH		
AP00342570	705424	MASTER WORD SERVICE INC	05/03/11	6,282 50	MW	OH		
AP00342571	407317	MATHESON TRI-GAS INC	05/03/11	384 64	MW	OH		
AP00342572	404930	MCCARNES, LOIS	05/03/11	500 00	MW	OH		
AP00342573	403213	MCCREARY VESELKA BRAGG AND AL	05/03/11	150 00	MW	OH		
AP00342574	704809	MCCUMBER, KATHLEEN	05/03/11	441 40	MW	OH		
AP00342575	707722	MCGILL LAW FIRM, THE	05/03/11	390 00	MW	OH	B7	
AP00342576	131029	MCREE FORD INC	05/03/11	146 67	MW	OH		
AP00342577	711645	MILLER, ROBERT T JR	05/03/11	487 50	MW	OH	B7	
AP00342578	032250	MITCHELL CHUOKE PLUMBING CO	05/03/11	127 50	MW	OH		
AP00342579	707294	MODJESKI AND MASTERS INC	05/03/11	68,281 17	MW	OH		
AP00342580	403117	MONTEZ, MIKE	05/03/11	388 62	MW	OH		
AP00342581	710357	MORRIS, PHILLIP W	05/03/11	877 50	MW	OH	B7	
AP00342582	710385	MUNRO'S UNIFORM SERVICES LTD	05/03/11	157 21	MW	OH		
AP00342583	712990	MURRAY, JASON	05/03/11	3,027 00	MW	OH		
AP00342584	712990	MURRAY, JASON	05/03/11	19,783 96	MW	OH		
AP00342585	712990	MURRAY, JASON	05/03/11	413 00	MW	OH		
AP00342586	408546	NELSON, MARYBETH M	05/03/11	500 00	MW	OH		
AP00342587	400707	NICKELSON, LINDA J	05/03/11	113 75	MW	OH	B7	
AP00342588	402390	NORTHERN PINES APTS	05/03/11	100 00	MW	OH	RE	
AP00342589	708712	NOVELLI JR, ROSS	05/03/11	10,000 00	MW	OH	RE	
AP00342590	711213	NRG ENERGY INC	05/03/11	2,758 46	MW	OH		
AP00342591	711213	NRG ENERGY INC	05/03/11	200,231 70	MW	OH		
AP00342592	152033	OFFICE DEPOT INC	05/03/11	145 92	MW	OH		
AP00342593	713298	OIL MOP LLC	05/03/11	391 10	MW	OH		
AP00342594	705252	ONEOK INC	05/03/11	88 79	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342595	410478	ORTIZ, TERESA	05/03/11	199 13	MW	OH		
AP00342596	400105	OWEN ELECTRIC SUPPLY	05/03/11	10,321 80	MW	OH		
AP00342597	155036	OZARKA NATURAL SPRING WATER	05/03/11	207 07	MW	OH		
AP00342598	711293	PARKS, TAMRA	05/03/11	506 56	MW	OH	B7	
AP00342599	409788	PAT'S	05/03/11	14 50	MW	OH		
AP00342600	711436	PEGASUS SCHOOLS INC	05/03/11	800 00	MW	OH		
AP00342601	401545	PILGRIM CLEANERS	05/03/11	3 78	MW	OH		
AP00342602	163014	PINE FOREST APARTMENTS	05/03/11	141 42	MW	OH		
AP00342603	709307	PINNACLE MEDICAL MANAGEMENT C	05/03/11	2,028 00	MW	OH		
AP00342604	163485	PITNEY BOWES	05/03/11	390 56	MW	OH		
AP00342605	163485	PITNEY BOWES	05/03/11	7,602 50	MW	OH		
AP00342606	055012	R B EVERETT & CO	05/03/11	368 75	MW	OH		
AP00342607	712393	REGIONAL COUNCIL OF CHILD WEL	05/03/11	50 00	MW	OH		
AP00342608	704853	ROSS	05/03/11	517 92	MW	OH		
AP00342609	710577	RUSSELL, GREG	05/03/11	1,235 00	MW	OH	B7	
AP00342610	712413	RUZZO, PATRICK J	05/03/11	1,023 75	MW	OH	B7	
AP00342611	711909	SADLER, ANDREA	05/03/11	260 00	MW	OH	B7	
AP00342612	403785	SAENZ, ALVIN N	05/03/11	780 00	MW	OH	B7	
AP00342613	713338	SAMSON, RENE A	05/03/11	750 00	MW	OH		
AP00342614	191023	SANTA FE AUTO PARTS INC	05/03/11	2,447 05	MW	OH		
AP00342615	702664	SCHWAB, TAYLOR	05/03/11	221 00	MW	OH	B7	
AP00342616	701888	SCOTT, SHELBY	05/03/11	243 75	MW	OH	B7	
AP00342617	703308	SHI GOVT SOLUTIONS	05/03/11	1,550 00	MW	OH		
AP00342618	711803	SIMISKEY, STANLEY A.	05/03/11	552 50	MW	OH	B7	
AP00342619	402266	SMITH, PATRICIA	05/03/11	131 07	MW	OH		
AP00342620	712436	SOUTH LAND TITLE LLC	05/03/11	946,964 67	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342621	708036	SOUTHERN KEYS	05/03/11	1,200 00	MW	OH	B7	
AP00342622	707013	STACEY VALDEZ & ASSOCIATES PL	05/03/11	455 00	MW	OH	B7	
AP00342623	194159	STANDARD STEEL SUPPLY INC	05/03/11	629 72	MW	OH		
AP00342624	194167	STATE BAR OF TEXAS	05/03/11	325 00	MW	OH		
AP00342625	405006	STATE OF TEXAS	05/03/11	871 31	MW	OH		
AP00342626	093039	STEVEN-SHARON CORPORATION	05/03/11	28 16	MW	OH		
AP00342627	194514	STEVENS, MARK W	05/03/11	190 00	MW	OH	B7	
AP00342628	709091	STICKLER, TOMMY JAMES	05/03/11	390 00	MW	OH	B7	
AP00342629	708715	STREAM ENERGY	05/03/11	239 04	MW	OH		
AP00342630	702839	SUHLER, DAVID	05/03/11	3,033 00	MW	OH	B7	
AP00342631	712040	SUMMERLIN PLLC, ROBERT E	05/03/11	178 75	MW	OH	B7	
AP00342632	406738	TARGET STORES	05/03/11	544 34	MW	OH		
AP00342633	701185	TEXAS DEPARTMENT OF AGRICULTU	05/03/11	12 00	MW	OH		
AP00342634	402930	TEXAS DEPARTMENT OF TRANSPORT	05/03/11	1,160 34	MW	OH		
AP00342635	403963	TEXAS JUVENILE PROBATION COMM	05/03/11	6,775 12	MW	OH		
AP00342636	708583	TEXAS LAW & PSYCHIATRY PLLC	05/03/11	900 00	MW	OH		
AP00342637	406578	TEXAS STATE UNIVERSITY SAN MA	05/03/11	200 00	MW	OH		
AP00342638	708759	TEXAS WORKFORCE COMMISSION	05/03/11	375 00	MW	OH		
AP00342639	713072	TIBALDOS FEED AND SUPPLY	05/03/11	169 80	MW	OH		
AP00342640	700583	TORRES, ROBERTO	05/03/11	97 50	MW	OH	B7	
AP00342641	704707	TRAINING STRATEGIES INC	05/03/11	1,400 00	MW	OH		
AP00342642	204479	TREASURE ISLAND TROPHIES	05/03/11	101 50	MW	OH		
AP00342643	711566	TREVINO, ISMAEL	05/03/11	357 50	MW	OH	B7	
AP00342644	713333	TRIMBLE, MICHELLE	05/03/11	375 00	MW	OH		
AP00342645	710161	TUBING AND METRICS HYDRAULICS	05/03/11	74 92	MW	OH		
AP00342646	703929	TXU ENERGY RETAIL COMPANY LP	05/03/11	507 01	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342647	710003	U S ENERGY SAVINGS CORP	05/03/11	200 00	MW	OH		
AP00342648	705306	UNBEHAGEN O C	05/03/11	6,666 66	MW	OH	B7	
AP00342649	701538	UNITED PARCEL SERVICE	05/03/11	12 65	MW	OH		
AP00342650	402812	UTMB	05/03/11	17,233 33	MW	OH		
AP00342651	402812	UTMB	05/03/11	800 00	MW	OH		
AP00342652	713341	VERIZON	05/03/11	350 56	MW	OH		
AP00342653	713158	VISION TITLE LLC	05/03/11	13 00	MW	OH		
AP00342654	231209	WALMART	05/03/11	1,130 48	MW	OH		
AP00342655	701863	WEBER, WINIFRED B	05/03/11	2,340 00	MW	OH	B7	
AP00342656	709563	WEBSTER, CHRISTINA	05/03/11	61 35	MW	OH		
AP00342657	701533	WEST PUBLISHING CORPORATION	05/03/11	9,879 59	MW	OH		
AP00342658	401705	WW GRAINGER INC	05/03/11	1,118 19	MW	OH		
AP00342659	242016	XEROX CORPORATION	05/03/11	1,376 75	MW	OH		
AP00342660	712998	ZENDEH DEL AND ASSOCIATES PLL	05/03/11	1,180 75	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	11456,289 88	Number of Checks Processed	221
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
S U B T O T A L	11456,289 88		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000173	404603	BAKER, STEPHEN W	05/03/11	7,525 25	CX	OH	B7	
FT00000174	161059	BOB PAGAN FORD INC	05/03/11	65 24	CX	OH		
FT00000175	403006	KEYWORTHS HARDWARE INC	05/03/11	121 53	CX	OH		
FT00000176	709070	SCHWAB-RADCLIFFE, SUZANNE	05/03/11	3,198 17	CX	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0.00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	10,910 19	Number of Checks Processed	4

S U B T O T A L 10,910 19

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	11456,289 88	Number of Checks Processed	221
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	10,910 19	Number of Checks Processed	4
G R A N D T O T A L	11467,200 07		

AGENDA ITEM #1b

ORDER

On this the 3rd day of May 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark A Henry, County Judge
Patrick Doyle, Commissioner, Precinct No 1 **absent**
Kevin D. O'Brien, Commissioner, Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3
Ken Clark, Commissioner, Precinct No 4 and
Dwight D Sullivan, County Clerk

when the following proceedings, among others, were had to-wit:

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending April 27th, 2011 and being salary warrant numbers **PY0332383 through PY0332395 and EFT90297671 through EFT90298999.** The gross amount of such warrants are estimated **$ 2,860,684.56 for Biweekly Payroll #09, 2011.**

UPON MOTION OF COUNTY COMMISSIONER **HOLMES** AND SECONDED

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **3RD** DAY

OF **MAY**, 2011 with **4** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

Mark A Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #1c

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P O Box 1418
GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modlewski, CPA
First Assistant, Director of Accounting

May 3, 2011

Honorable Judge Mark A Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court

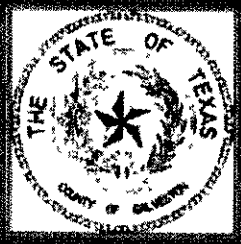
Attached for your consideration is the internal audit report of the Galveston County Treasurer's Office as required by Local Government Code (LGC) §115. The audit covered the period October 1, 2009 to September 30, 2010 The Honorable Kevin Walsh's responses are included in the audit report

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Honorable Kevin Walsh

Attachments Galveston County Treasurer's Office Audit Report



Galveston County Treasurer's Office

March 8, 2011

Executive Summary 1
Introduction 2
Details 3-8

Galveston
County
Internal Audit
Division

Cliff Billingsley,
CPA
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3)

- The controls for receipting daily collections appear to be adequate and effective. Collections tested were accurate and deposited in a timely manner

- A review of the electronic funds transfer (EFT) process was performed. Nothing came to our attention to doubt the validity or accuracy of the EFT's.

- Nothing came to our attention to doubt the overall reliability of the payroll information recorded in IFAS.

Safeguarding of Assets (pages 4-6)

- All cash was accounted for at the time of the surprise cash count However, the Treasurer's Office's management over its assets can be improved as follows
    - Secure all vendor checks in a lockable drawer in the safe.
    - Implement the practice of changing the combination to the safes every 3-5 years and/or when personnel with access terminate employment

- Internal controls over the check-writing software can be improved as follows.
    - Develop and implement a policy for authorizing and granting security access to Printech and periodically review the access for appropriateness.
    - Work with IT to verify the software upgrade will allow users to be re-activated and login attempt parameters are set to three.

Treasurer's Response
With New Direct Management in place, the Treasurer's Office has taken measures to properly safeguard all assets by converting the storage room door lock to a key pad code lock With this new safety feature in place all assets will be secured at all times The large safe in question has been in the County Treasurer's office since before the Holbrook building (at least 20 years) and it is my understanding that the combination cannot be changed

Compliance with Statutes, Policies, and Procedures (page 7)

- Deposits were in compliance with LGC §113.022 as all cashiers' checks and money orders received were deposited within 7 business days of receipt.

- The Treasurer's Office is in compliance with Government Code §2256.005(a) requiring governing bodies of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control. The County Treasurer's Office adopted their Investment Policy on November 13, 1997 and the last revision to the policy was on August 25, 2006

- The Investment Officer is not in compliance with the County Investment Policy. The Investment Committee should review the reasonableness of the submittal date requirement (15 days after the end of the quarter) for quarterly reports and revise it if it is deemed in appropriate

Treasurer's Response
Prior to April 2011 - The Finance and Budget officer under control of the County Judge was in charge of preparing all quarterly reports and setting investment meetings not the County Treasurer s office However as of April 2011 such functions are in the process of being transferred over to the Treasury Department

The Treasurer's Office plans to revise the Investment Policy (in the next Investment Meeting) to reflect sufficient time needed to prepare the quarterly reports

Economic and Efficient Use of Resources (page 8)

- The office is utilizing their resources economically and efficiently

Introduction

The Internal Audit Division conducted an audit of the Treasurer's Office, as required by Local Government Code §115.0035. The internal audit covered the period October 1, 2009 through September 30, 2010 The audit was performed from October 29, 2010 through March 8, 2011

The primary objectives of the internal audit were to provide reasonable assurance concerning:

- The reliability and integrity of the information.
- The proper management and safeguarding of assets
- Compliance with laws, regulations, contracts, policies, plans, and procedures.
- The economic and efficient use of resources

The scope of the internal audit encompassed the financial records and administrative procedures related to the Treasurer's Office The internal audit included, but was not limited to, the books, accounts, reports, and records of the Treasurer's Office

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Treasurer's Office as defined by the AICPA professional standards However, our internal audit was performed with objectivity and due professional care

LaToya Wyche, Internal Auditor III, and Lori McWhirter, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete, and useful In order to achieve this, controls over record keeping and reporting must be adequate and effective.

One of the most important controls is to have proper separation of duties No one person should authorize a transaction, record the transaction, and have custody of the assets The office has instituted procedures to separate the custody of the assets from the recording and authorization functions The office has an effective separation of duties

Daily Collections

Money collected by the Treasurer's Office is recorded on the 'Treasurer's Office Daily Deposit Warrant Register'. A number stamp is used to assign deposit warrant numbers to assist in accounting for the individual collections During the audit, Internal Audit (IA) verified the following:

- Deposit Warrant numbers were not skipped
- Amount collected per deposit warrant was deposited in the bank
- Collections were deposited in the correct account
- IFAS journal entries agreed with the amount deposited

There were no exceptions detected in the testing of daily collections

Electronic Fund Transfers (EFT)

An electronic fund transfer (EFT) is the electronic transfer of money from one account to another, through the utilization of a computer. An EFT can be made within one financial institution or many institutions The Treasurer's Office processes EFT's for numerous departments in the County The department requesting the EFT must provide the appropriate support documentation for the request and each transfer must be approved by the County Treasurer prior to being executed.

All EFT's reviewed had appropriate support documentation and were properly approved by the County Treasurer.

Payroll

The Treasurer's Office processes payroll through the usage two systems IFAS, the County's financial system, and GHG, a time tracking software application used by the Auditor's Office and the Sheriff's Office After the initial set-up of an employee, the only entries made for payroll are to report exception time (sick, vacation, military leave, etc.) Departments using IFAS report their exception time on payroll claim sheets The exception time from the payroll claim sheets is manually recorded in IFAS by the Treasurer's Office Payroll Technician The departments using GHG record their exception time directly into the GHG application which is then imported into IFAS electronically by the Treasurer's Office Payroll Manager.

Nothing came to our attention to doubt the overall reliability of the information recorded in IFAS

Safeguarding of Assets

Depositing daily is one of the best safeguards of assets (collections) as well as providing the County with maximum benefit of the collections The Treasurer's Office makes deposits every business day

As part of the audit, we conducted a surprise cash count on October 29, 2010 All cash was accounted for at the time of the surprise cash count However, the Treasurer's Office management over its assets could be improved in the following areas

Finding: A check in the amount of $22,600 00 made payable to a vendor was left in an open safe nor was it stored in a lockable drawer within the safe.

Recommendation TO-11-01: All checks made payable to vendors should be properly secured in a locked safe or locked drawer within the safe

The Treasurer's Office has two safes in which assets are stored during and after business hours The small safe contains the County Treasurer's signature stamp and the daily collections The large safe contains the checks that have been scanned for deposit and blank deposit slips All Treasurer Office personnel currently have access to both safes

Treasurer's Response
Currently the Treasurer's Office has taken measures to properly store any checks held, currently any held checks will be kept in a locked drawer within the safe The drawers to the safe can only be accessible with a key which is kept in a smaller safe only available to management In addition, we have placed a keyed lock pad on the door where the safe and check stock is stored

Finding: Though the combinations to the safes were changed in December 2010 when the Assistant Treasurer resigned, the safe combinations previously had not been changed for approximately 5 years.

Recommendation TO-11-02: Implement the practice of changing the combination to the safes every 3-5 years and/or when personnel with access terminate employment

Treasurers Response
At the time of Assistant Treasurer's resignation, the Treasurer's Management implemented several new procedures including changing the safe combination every year and only provide the combination to Management level employees The large safe in question has been in the County Treasurer's office since before the Holbrook building (at least 20 years) and it is our understanding that the combination cannot be changed

Printech Security Access

Printech is the check writing software used by the Treasurer's Office Access to Printech is limited to personnel within the Treasurer's Office and the Information Technology Department (IT). The Treasurer's Office has the ability to modify the system security parameters and user rights and roles in a manner to minimize the risk for potential fraudulent activities to occur An

Safeguarding of Assets (cont.)

An additional control method within the Printech system is water marks printed on the physical checks and the payable amount printed diagonally across the front of the check

Finding: Though security access to Printech was only granted to personnel within the Treasurer Office and IT, IA noted that a formal process had not been implemented to properly track and authorize the addition, removal or modification of user access, rights and roles In addition, Management does not review the appropriateness of user access in Printech.

Recommendation TO-11-03: The Treasurer's Office should work with IT to develop an internal policy / procedure for authorizing and granting security access to Printech For example, all access requests or changes should be sent to the Treasurer via email If the Treasurer approves the request, the Treasurer should submit a HEAT ticket to IT for the access to be granted or the changes to be made

Treasurer s Response
We will work with IT to implement this process

Recommendation TO-11-04: Management should obtain screen prints of Printech security access and review it on a semi-annual or annual basis to verify access appropriateness. In the event that an access change occurs (ie removal, addition, modification) prior to or after the review, Management should obtain and review screen prints from Printech of the access change to verify the accuracy / appropriateness of the change

Finding: Management does not review the audit log within Printech to verify the validity of check disbursements from the County

Recommendation TO-11-05: Management should download the Printech audit log and review it on a quarterly basis to assist in identifying red flags and / or inappropriate transactions

Treasurer's Response
See Response TO-11-06 below

System parameters are included in software applications to enable the user to customize settings that may strengthen controls pertaining to data or make minor changes to the system functionality without changing the systems program code.

Finding: IA noted that the "login attempts allowed" was set to six which provides more chances for someone to guess the Passwords/User ID's needed to access the system. This parameter was set at six as a work-around to a software deficiency The Printech software currently does not allow re-activation of a user and to do so for someone who forgot his/her password was a time-consuming process It is our understanding that a future upgrade to Printech will enable re-activation of a user.

Recommendation TO-11-06: Management should work with IT to verify the Printech upgrade will allow re-activation of a user and system parameters have been changed to three login attempts

Safeguarding of Assets (cont.)

Treasurer's Response
Currently the Treasurer's Office is waiting for the IT Department to install the latest Printech upgrade, upon the upgrade management will review and execute new procedures according to the software capabilities (ie employee login attempts, expiration of passwords, all user-security features, and possible email notifications of employee login's, and check printing detail)

Compliance with Statutes, Policies, and Procedures

Deposit Statutes

LGC § 113 022 allows a maximum of seven business days to deposit cash, checks or money orders received by County departments

The Treasurer's Office was in compliance with LGC §113.022 as all money collected was either deposited on the same day of receipt or following day

Investments

Government Code §2256.005(a) requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control. The County Treasurer's Office adopted their Investment Policy on November 13, 1997 and the last revision to the policy was on August 25, 2006

The Treasurer's Office Investment Policy requires the Investment Officer to submit to the Commissioners' Court a signed quarterly investment report for all funds for the preceding reporting period Each report should be submitted within 15 days of the end of the reporting period.

Finding: The Investment Officer is not in compliance with the Investment Policy's required submittal date.

Recommendation TO-11-07: The Investment Committee should review the reasonableness of the submittal date requirement and revise it if it is deemed to be inappropriate The Investment Officer should file the reports in accordance with the County Investment Policy.

Treasurer's Response
As stated previously, prior to April 2011 - The Finance and Budget officer under control of the County Judge was in charge of preparing all quarterly reports and setting investment meetings not the County Treasurer's office However as of April 2011 such functions are in the process of being transferred over to the Treasury Department

The Treasurer's Office agrees and will address the submittal date stated in the current Investment Policy in the next Investment Meeting

Economic and Efficient Use of Resources

Economy is defined as minimizing the cost of resources for an activity Efficiency is defined as performing tasks with reasonable effort.

The Treasurer's Office is making economic and efficient use of the resources available by utilizing IFAS, GHG and Printech for processing all payments made by the County.

AGENDA ITEM #2

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

RECEIVED
APR 21 2011

Galveston Line
(409) 770-5562

HARVEY BAZAMAN

GALVESTON COUNTY JUDGE

Houston Line
(281) 316-8300

Donald Glywasky
Barry C Willey
Myrna S. Reingold

Fax Line
(409) 770-5560

April 20, 2011

Hon Judge Mark Henry
Hon County Commissioners
County Courthouse
Galveston, Texas 77550

FOR THE AGENDA

RE Recommendation of settlement of claim in the amount of $3230 by the Bayou Land Conservancy

Gentlemen

This is to recommend settlement of a claim made by the Bayou Land Conservancy in the amount of $3230 arising from what is tantamount to a taking of property

In the fall of 2009 the County performed through its contractor water based operations clearing and de-snagging Dickinson Bayou of vegetation both within the Bayou and along its banks This work was done under a grant by the National Resource Conservation Service Part of these operations took place along land owned by the Bayou Land Conservancy

The Bayou Land Conservancy is a trustee holding various parcels as preserves, they owned what is known as the Marston Preserve on Dickinson Bayou Some trees were cut along the bank of the Bayou, including some within the Marston Preserve

The Bayou Conservancy has made a claim for loss of their property I have concluded that their claim could be found to have been a taking of property for a pubic purpose I therefore recommend payment of this claim in the amount of $3,230

I have sent the necessary release to the Bayou Conservancy and will receive it back prior to or at the time of the delivery of the payment

Should you have any questions, please call

Very truly yours,

Donald S Glywasky

AGENDA ITEM #3

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

RECEIVED
APR 18 2011
GALVESTON COUNTY JUDGE

The Honorable Mark Henry
County Judge
County of Galveston
722 Moody, 2nd Floor
Galveston, TX 77550

Dear Judge Henry:

Attached are copies of Texas Commission on Environmental Quality's correspondence informing the District that a final determination was issued with regard to the following Use Determination Application(s):

Marathon Petroleum Company LLC
Texas Refining Division
502 10th St. South
Texas City, TX (Galveston County)

TRACKING NO. 14975

If you have any questions, please call Marcel Pierel, Special Projects, at (409) 935-1980 or toll free (866) 277-4725, extension 451.

Sincerely,

Ken Wright
Chief Appraiser

KW:jw
Enclosures

CC: Marcel Pierel
GCAD, Special Projects Division
(original documents)

Bryan W Shaw, Ph D , *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P G , *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 12, 2011

Ms Debora Krupp
Marathon Petroleum Company LLC
539 S Main St, Room 4135
Findlay, Ohio 45840

RECEIVED
APR 15 2011
GALVESTON CAD

Re Notice of Positive Use Determination
Marathon Petroleum Company, LP
Texas Refining Division
502 10th Street South
Texas City (Galveston County)
Regulated Entity Number. RN100210608
Customer Reference Number CN600244933
Application Number 14975

Dear Ms Krupp

This letter is in response to Marathon Petroleum Company, LP's Application for Use Determination, received January 28, 2011, pursuant to the Texas Commission on Environmental Quality (TCEQ) Tax Relief for Pollution Control Property Program for the Texas Refining Division

The TCEQ has completed the review for application #14975 and issued a Positive Use Determination for the property under Title 30 Texas Administrative Code (TAC) §17 4 In order to request an exemption, the attached Use Determination and a completed Application for Pollution Control Tax Exemption, Form #50-248 (please see www.cpa.state tx us), must be provided to the chief appraiser of the appropriate appraisal district no later than April 30th of the applicable tax year

Please note that this Use Determination is subject to appeal under 30 TAC §17 25 An appeal must be filed with the TCEQ Chief Clerk within 20 days after the receipt of this letter in accordance with 30 TAC §17 25

If you have questions regarding this letter or need further assistance, please contact Ronald Hatlett of the Tax Relief for Pollution Control Property Program by telephone at (512) 239-6348, by e-mail ronald hatlett@tceq.texas gov, or write to the Texas Commission on Environmental Quality, Tax Relief for Pollution Control Property Program, MC-110, P O Box 13087, Austin, Texas 78711-3087

Sincerely,

Chance Goodin, Team Leader
Stationary Source Programs
Air Quality Division

The State of Texas

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Application Number 14975

County: Galveston

USE DETERMINATION CERTIFICATE

This certifies that
Marathon Petroleum Company, LP
Texas Refining Division
502 10th Street South
Texas City

installed the following property that is used 100 % for pollution control to meet or exceed federal or state regulations

Monitoring equipment for flare system.

April 12, 2011

Date

Mark R Vickery, P G
Executive Director

AGENDA ITEM #4

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

April 11, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re CLERICAL ERROR
Request for P & I Refund/Waiver
Acct# 6766-0004-0006-000

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

The homeowner submitted a payment on November 12th, and it was scheduled to be delivered to our office on November 19th. The bank notified the homeowner in February of the payment was never processed through our office and it was credited to his bank account The homeowner submitted another payment but the account had accrued fees and they are requesting a waiver

Account Number	Year	Waiver
6766-0004-0006-000	2010	$ 179 19

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Gregory & Christian Houting
2521 Ivy Stone Lane
Friendswood, TX 77546
(281) 993-8157
houting12@comcast.net

RECEIVED
FEB 28 2011
GALVESTON COUNTY JUDGE

February 24, 2011

ATTN: County Judge Henry

RE: Account #6766-0004-0006-000

To Whom It May Concern:

I am writing to request the penalty be waived for my property tax payment.

I initiated payment in full through Chase Bank Online Bill Pay on November 12, 2010, to arrive by November 19, 2010. Chase Bank informed me on February 17, 2011 that a credit had been applied to my account for the payment because it had not been processed within 90 days and expired. I am unsure of why my payment had never been processed.

I have included documentation showing the initiated payment, a copy of the email from Chase stating the payment had not been processed within 90 days and a copy of payment confirmation for my property taxes with the penalty applied.

Thank you so much for your time and consideration and I look forward to hearing from you soon.

Gregory & Christian Houting

CHASE

Tuesday, February 22, 2011

NOTE TO PAYEE

CHRISTIAN A HOUTING
sent you a payment using the Chase.com online service
Please review these details.

Payment amount: $2,559 89
Check number: 109458165
Payment sent by Chase on: 11/12/2010
Expected arrival date: 11/19/2010

As a courtesy to this customer, please note the date the payment was sent and the expected arrival date If you received the payment after the expected arrival date, the delay may be due to factors beyond our customer's control (e g , mail processing if the payment was sent by U S Mail)

PROOF OF PAYMENT

Customer Information

Customer name	CHRISTIAN A HOUTING
Address (line 1)	2521 IVY STONE LN
Address (line 2)	
City	FRIENDSWOOD
State	TX
ZIP code	77546

Transaction Information

Payee name	Cheryl E Johnson, TAC
Payee account number	676600040006000
Payment amount	$2,559.89
Send On date	11/12/2010
Expected arrival date	11/19/2010
Check number	109458165

Originator Information

Originator name	JPMorgan Chase Bank, N A - Online Bill Payment
Transaction ID	956742604

This proof of payment is evidence that the customer has initiated the payment described above
© 2009 JPMorgan Chase & Co

Date. 02-17-2011 07 44 18
From Online Banking
Subject Bill Payment not processed
Message:

Dear CHRISTIAN A HOUTING.

The online bill payment described below has been stopped·

Payment to Cheryl E Johnson, TAC from account 9355 for $2,559.89, to be delivered by11/19/2010.

We stopped your payment because either you requested a stop payment or it was not processed within 90 days and expired. We'll refund the amount to your Pay From Account within five business days of the stop payment date.

Please review your online profile for this Payee to confirm how any future payments will be delivered

Have questions? Our online help screens provide answers to many frequently asked questions. You can also click the Customer Center tab then go to the Contact Us page to find a list of helpful numbers to call.

Please do not reply to this automatically generated e-mail.

Note: If you use personal financial management software, such as Quicken or Microsoft Money, please go to your Payment Details page for the most updated information.

We know you have a choice of banks. Thanks for choosing ours.

Sincerely,

Online Banking Team

Payment Confirmation - Property Tax Payments

Thank you for making your payment to Galveston County Tax Assessor-Collector's Office.

Please retain the Confirmation Number below. If a convenience fee is assessed, this fee is charged by JPMorgan Chase.

Please keep a record of your Confirmation Number, or print this page for your records.

Confirmation Number: GALPRT000045072
Confirmation Date (ET): **Feb-24-2011 02:53:43 PM**

Your Payment Detail

Payment Amount: **$2,739.08**
Convenience Fee: **$1.00**
Total Payment Amount: **$2,740.08**
Scheduled Payment Date: **Feb-24-2011**
Amount Due: **$2,739.08**
Property Address. **2521 IVY STONE LN**

Your Account Detail

Routing Number: **111000614**
Account Number: **XXXXXXXXXXXX9355**
Account Type: **Checking**
Account Category: **Consumer**

E-mail Address: **houting12@comcast.net**

AGENDA ITEM #5

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

April 15, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax Refunds in Excess of $2,500.00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

Account Number	Amount	Reason
1520-0001-0013-000	$7,032 63	Overpayment
3505-0370-0008-000	$3,419 63	Overpayment
4694-0000-0002-005	$3,360 94	Overpayment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Refunds in Excess $2500

Account Number	Amount	Reason
1520-0001-0013-000	$7,032.63	Overpayment
3505-0370-0008-000	$3,419.63	Overpayment
4694-0000-0002-005	$3,360 94	Overpayment

AGENDA ITEM #6a&b

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

March 30, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE. Request for refund of penalty & interest
6271-0003-0001-000
Michael W Hamilton

Dear Judge Henry

Mr Hamilton is requesting a refund of the penalty and interest assessed on the account number referenced above

According to the Texas Property Tax Code Section 31 01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

The homeowner states he failed to pay taxes in a timely manner due to not receiving a statement of taxes due He states we mailed the statement to the incorrect address The address was changed for the tax year of 2010 on the certified roll and his account now reflects the new address

Account #	Years	Refund
6271-0003-0001-000	2008	$1812 66
6271-0003-0001-000	2009	$1269 60

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Michael W. Hamilton
PO BOX 301
Mauriceville, TX
77626

4

August 18, 2010

Ms Cheryl Johnson
Tax-Assessor Collector
P.O. Box 1169
Galveston, TX 77553-1169

Dear Ms. Johnson,

Due to an incorrect mailing address on Account #6271-0003-0001-000, there was a failure to pay the taxes in a timely manner. I have already contacted the Galveston Central Appraisal District about this problem, and they have updated their records to reflect the corrected address

Please accept this letter as a formal request that you forgive the interest and penalties associated with this error and supply the amount due so that I may pay the taxes owed.

Thank you for your consideration on this important matter Please do not hesitate to contact me on my cell if you have any questions or concerns-- (409) 988-5466.

Sincerely,

Mike Hamilton

RECEIVED
AUG 26 2010
COLLECTIONS

Call GCAD about address change

AGENDA ITEM #6c

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

April 8, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
Account No 4852-0000-0037-000
Nikoletta Leontaritis

Dear Judge Henry

The homeowner is requesting a waiver of the penalty and interest assessed on the account number referenced above

According to the Texas Property Tax Code Section 31 01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

The claimant states a statement wasn't received notifying them of taxes due Our office mailed the statements to the address on file The address listed at the time was subject property

Year	Waiver	&/or	Refund
2010	$ 80 75		$166 88

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Tuesday, March 01, 2011

RECEIVED
MAR 08 2011
GALVESTON COUNTY JUDGE

Nikoletta Leontaritis

2211 Hillsborough Rd#136

Durham, NC 27705

To the Honorable Judge Henry:

I am currently doing a fellowship at Duke which is why I am not living at my Galveston home on 219 Mackeral St My account number for my home in Galveston is 485200000037000. I was recently able to pay off my mortgage so I think that is how the paper work for my taxes must have been sent to the bank. I never received any notices stating that my property taxes are due. They have always been paid on time through the escrow account which no longer exists This is my first home so I had no idea that I should have been asking the bank for the tax information. Please forgive the late payment of my property taxes and allow me to recoup the late fee/penalty paid I will know going forward that these taxes need to be paid by the end of January every year I only learned about the taxes being due from receiving several notices from companies advertising tax payment plans today. I followed that with a call to the county court and realized my error Please forgive this error resulting in late payment as it will be the first and last.

Sincerely,

Nikoletta Leontaritis

AGENDA ITEM #6d

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl F Johnson@co galveston tx us

March 28, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
Billy Jackson
5120-0011-0001-002

Dear Judge Henry

Mr Jackson is requesting a waiver/refund of the penalty and interest on the above referenced account

The homeowner states he cannot submit payment for property taxes due to financial hardship

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District

There are no provisions in the Tax Code to address this issue

Account No	Year	Waiver/Refund
5120-0011-0001-002	2009	$ 793 85 w / $4 58r
5120-0011-0001-002	2010	$ 63 67 w / $1 96r

Sincerely,

Cheryl E Johnson

Billy Jackson
P.O. Box 2193
Monrovia, CA
91017

RECEIVED
SEP 07 2010
COLLECTIONS

September 1, 2010

Galveston County Commissioner's Court
P O Box 1169
Galveston, Texas 77553

Attn: Property Tax Department

To Whom It May Concern:

This letter is in regards to a financial hardship that I've incurred and therefore cannot submit payment for property taxes on property located at 2510 Belleview Street in LaMarque, Texas 77568.

At this point in time, my income is not sufficient and my wife is disabled; this has been very stressful and difficult. A realtor was informed of my situation and told me to consider a short-sale The realtor attempted to do two short-sale transactions which were both unsuccessful. The next step was a request for "A Deed in Lieu of Foreclosure" which could not be prepared. The house is not habitable, therefore, it is very difficult to sale; yet we are still trying.

The realtor who has been assisting us is Ms. Tina Blackwell. She can be reached at (713) 824-4012

I was advised to write you a letter requesting your assistant in this matter and trust that you will understand my situation and work out a remedy.

Thank you for your consideration and I appreciate your reply in assisting me as soon as possible.

Sincerely yours,

Billy Jackson

Billy Jackson
P O. Box 2193
Monrovia, California 91017
(626) 357-9699

there are no provisions

AGENDA ITEM #6e

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

March 28, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest
1986-0008-0036-000
Wayne Cartwright

Dear Judge Mark Henry

Mr Cartwright is requesting a waiver/ refund of the penalty and interest collected on the account number referenced above

According to the Texas Property Tax Code Section 33 011(a) (3) "The governing body of a taxing unit may waive penalties and provide for the waiver of interest on a delinquent tax if the taxpayer submits evidence showing that (a) the taxpayer attempted to pay the tax before the delinquency date by mail "

The property owner attempted to pay 2010 property taxes in a timely manner, however our office has no evidence of receiving this payment The homeowner has supplied evidence of the attempt to pay Several checks written in this timeframe has cleared his bank, nevertheless the check written to GCTO has not The taxes have been paid leaving only the fees on the account

Amount of waiver requested $ 101 34

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Wayne
Paul Cartwright
Carol
2102 Dublin Dr.
League City, TX
77573-4963

MAINLAND BANK
Member FDIC
2831 PALMER HIGHWAY P.O. BOX 3057 TEXAS CITY, TEXAS 77592-3057
http://www.mainlandbank.com (409) 948-1625

STATEMENT DATE: 01/31/11

PAUL W CARTWRIGHT
DBA STATE FARM INSURANCE
PO BOX 2848
TEXAS CITY, TX 77592-2848

00-01-49-00034N-00-0 PAGE 1

Now Accounts

STATEMENT OF ACCOUNT

ACCOUNT NO.

SUMMARY OF ACTIVITY SINCE YOUR LAST STATEMENT			INTEREST SUMMARY	
	BALANCE FORWARD FROM 12/31/10	60,436.71	INTEREST EARNED FROM.....	01/01/11
3	DEPOSITS/CREDITS.....	38,014.16+	INTEREST EARNED THROUGH.....	01/31/11
36	WITHDRAWALS/DEBITS.....	43,817.35-	DAYS IN EARNINGS PERIOD.....	31
0	BANK CHARGES.....	.00-	ANNUAL PERCENTAGE YIELD EARNED...	0.10%
1	INTEREST PAID.....	4.44+		
	ENDING BALANCE AS OF 01/31/11	54,637.96	INTEREST PAID IN 2011.....	4.44

TRANSACTION DETAIL FOR THIS ACCOUNT

DATE	DESCRIPTION	AMOUNT
DEPOSITS/CREDITS/INTEREST-PAID		
1/03	EFFECTIVE INTEREST RATE 0.1000%	
1/14	Deposit	14,300.00
1/14	STATE FARM COS25 AGNCY COMP	9,211.26
1/31	STATE FARM COS25 AGNCY COMP	14,502.90
1/31	Interest Credit	4.44
CHECKS PAID/DEBITS/CHARGES		
1/05	SAMS CLUB STORES PURCHASE	288.81
	CHECK# 000000007005 TEXA TX	
1/06	6961 Check	150.00
1/06	6970 Check	100.00
1/07	6988 Check	803.23
1/10	STATE FARM BANK PAYMENT	2,837.81
	CHECK# 000000007006	
1/10	7008 Check	2,707.32
1/11	7009 Check	1,616.16
1/11	7058 Check	1,250.00
1/11	7007 Check	1,229.76
1/11	7010 Check	1,061.76
1/11	7011 Check	945.00
1/13	VZ WIRELESS ARC ARC	145.92
	CHECK# 000000007013	
1/14	7019 Check	1,506.41
1/14	7024 Check	1,503.37
1/14	7014 Check	338.72
1/14	7025 Check	332.34
1/14	7016 Check	159.13
1/14	7015 Check	32 44
1/18	7027 Check	2,689.00
1/18	7023 Check	1,094.66
1/18	7012 Check	272.54
1/18	7017 Check	8.57
1/19	7026 Check	18,140.00
1/19	7021 Check	1,003 80
1/19	7022 Check	771.12
1/19	7059 Check	250.00
1/20	7030 Check	29.81
1/21	7028 Check	204.59
1/24	7020 Check	930.60
1/24	7029 # Check	300.00
1/26	7031 Check	23.13
1/28	7018 Check	600.00
1/31	7037 Check	250.00
1/31	7033 Check	168.00
1/31	7036 Check	38.27
1/31	7035 Check	35.08

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN THIRTY DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

MAINLAND BANK
Member FDIC
2831 PALMER HIGHWAY P.O. BOX 3057 TEXAS CITY, TEXAS 77592-3057
http://www.mainlandbank.com (409) 948-1625

PAUL W CARTWRIGHT
DBA STATE FARM INSURANCE
PO BOX 2848
TEXAS CITY, TX 77592-2848

STATEMENT DATE: 12/31/10
00-01-49-00047N-00-0 PAGE 2

Now Accounts

STATEMENT OF ACCOUNT

ACCOUNT NO

TRANSACTION DETAIL FOR THIS ACCOUNT

DATE	DESCRIPTION	AMOUNT
12/21	6985 Check	1,359.32
12/21	6986 Check	913.48
12/21	6980 Check	905.52
12/21	6981 Check	854.28
12/21	6995 Check	257.88
12/21	6997 Check	156.00
12 22	GALVESTON MUD#13 CHECKPYMT	900.46
	CHECK# 000000006989	
12/22	6996 Check	3,079.33
12/22	6991 Check	1,624.52
12 24	6987 Check	1,226.28
12 [illegible]	7000 Check	30.00
12 31	IRS USATAXPYMT	1,488.05
12 31	7002 Check	1,281.83
12 31	7004 Check	1,093.76
12/31	7003 Check	251.19

CHECKS (* - GAP IN SEQUENCE)

NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE
5976	312.05	12/15	6968	1,566.60	12/16	6991*	1,624.52	12/22
6648*	43.00	12/20	6969	18.64	12/14	6992	1,200.00	12/09
6865*	1,000.00	12/07	6971*	827 40	12/16	6993	802.61	12/20
6955*	1,281.83	12/02	6973*	236.55	12/13	6994	2,183.84	12/21
6956	1,093.76	12/02	6975*	3,406.76	12/13	6995	257.88	12/21
6957	306.60	12/02	6978*	1,216.32	12/16	6996	3,079.33	12/22
6958	1,167.60	12/09	6979	2,142.00	12/21	6997	156.00	12/21
6959	1,098.72	12/09	6980	905.52	12/21	6998	175.00	12/20
6960	747.51	12/03	6981	854.28	12/21	6999	537 00	12/17
6962*	441.84	12/09	6982	1,093.76	12/16	7000	30.00	12/27
6963	1,072.68	12/09	6983	306.60	12/16	7001	1,500.00	12/21
6964	1,135.68	12/09	6984	1,281.83	12/16	7002	1,281.83	12/31
6965	32.44	12/07	6985	1,359.32	12/21	7003	251.19	12/31
6966	595.56	12/16	6986	913.48	12/21	7004	1,093.76	12/31
6967	755.16	12/16	6987	1,226.28	12/24			

BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/30	66,094.85	12/13	60,822.54	12/22	56,380.20
12/01	68,594.85	12/14	59,841.71	12/24	55,153.92
12/02	65,912.66	12/15	70,457.67	12/27	55,123.92
12/03	65,165.15	12/16	73,814.44	12/30	64,546.13
12/07	64,132.71	12/17	73,277.44	12/31	60,436.71
12/08	70,632.71	12/20	72,256.83		
12/09	64,516.19	12/21	61,984.51		

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED IN THIRTY DAYS THIS ACCOUNT WILL BE CONSIDERED CORRECT

AGENDA ITEM #6f

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

March 28, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re Request for P & I Refund/Waiver
Acct# 1996-0001-0030-000
Raymond Reed

Dear Judge Henry

Stewart Title is requesting a waiver/ refund of the penalty and interest collected on the account number referenced above

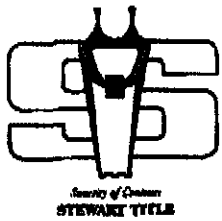
According to the Texas Property Tax Code Section 33 011(a) (3) "The governing body of a taxing unit may waive penalties and provide for the waiver of interest on a delinquent tax if the taxpayer submits evidence showing that (a) the taxpayer attempted to pay the tax before the delinquency date by mail "

Stewart Title attempted to pay the 2010 property taxes for one of their clients in a timely manner, however our office has no evidence of receiving this payment The title company has supplied evidence of the attempt to pay timely Stewart Title states they are submitting a new check on tomorrow to pay base amount

Account Number	Year	Refund/Waiver
1996-0001-0030-000	2010	$ 172 74

Sincerely,

Cheryl E Johnson



STEWART TITLE OF GALVESTON
Judy Wheeler, Vice President
180A Gulf Freeway So.
League City, Tx 77573
(281) 332-3521 Fax: (281)-332-8418
EMAIL ADDRESS: j wheeler@STEWART.COM

March 28, 2011

Galveston Co. Tax Office
Attn: Erma Evans
Via Fax: 409-765-3239

Re: Account # 1996-0001-0030-000/2132 Emerald Cove Dr.,League City/Ramond Redd

Dear Erma,

Stewart Title paid taxes in the amount of $1,919 34 to Galveston County on the referenced account on November 11, 2010. Copy of check attached.

Thru our accounting department we have discovered that this check was never cashed. Under the circumstants, we respectfully request that all penalties and interests be waived on this account.

We will be Federal Expressing a new check to you overnight tonight.

Thank you so much for your assistance with this request.

Judy Wheeler,
V.P./Escrow Officer

Attachment.

2

Stewart Title Company
Escrow Accounts

Prosperity Bank
El Campo, TX 77437

1772427
11/30/2010

TO THE ORDER OF
Galveston Co Tax Collector
P O Box 1169
Galveston, TX 77553

$1,919.34

Description of charges:
(1303-1) 2010 County taxes - $912.88
(1304-1) 2010 City taxes - $1,006.46

File: 1016732782
Buyer: Raymond G Redd, Hortense E. Redd
Seller: Dennis R Redd
Escrow Officer: Coreene Rightmire
Property Address: 2132, Emerald Cove Drive, League City, TX 77573

FILE COPY

Copy of Check

Stewart Title Company
Escrow Accounts

Prosperity Bank
El Campo, TX 77437

1772427
11/30/2010

$1,919.34

TO THE ORDER OF
Galveston Co Tax Collector
P O Box 1169
Galveston, TX 77553

Description of charges:
(1303-1) 2010 County taxes - $912.88
(1304-1) 2010 City taxes - $1,006.46

File: 1016732782
Buyer: Raymond G. Redd; Hortense E Redd
Seller: Dennis R Redd
Escrow Officer: Coreena Rightmire
Property Address: 2132, Emerald Cove Drive, League City, TX 77573

FILE COPY

Copy of Checks

To Alert

From- Judy

Stewart title

File Ledger

002

File Number: 1016732782 **Escrow Unit:** 177-Stewart Title Galveston - Le **Buyer:** Raymond G Redd **Project Description:**

File Status. Closed **Bank Account:** PB177-Prosperity Bank (PB177) **Seller:** Dennis R. Redd **Escrow Officer:** Coreena Rightmire

Unit Code	Acct. Code	Gfl	Trans Date	Posting Date	Paid Date	Deposit /CD Date	Deposit/CD Number	Type	St	Sc	Transaction Number	Debit	Credit	Balance	Name/Reason	Username/ Timestamp
177	PB177	C	11/30/2010	11/30/2010	12/31/2010	11/30/2010	330	RC		DM	629		$89,614 17	$89,614 17	Raymond G Redd and Hortense E Redd	SHBLBell-11/30/2010 1 13.12 PM
177	PB177	C	11/30/2010	11/30/2010	12/31/2010			CK		DM	1772424	$1,303 95		$88,310.22	Stewart Title Company	SHBLBell-11/30/2010 1:13 51 PM
177	PB177	C	11/30/2010	11/30/2010	12/31/2010			CK		DM	1772425	$5.00		$88,305.22	Stewart Title Policy Guaranty Fee	SHBLBell-11/30/2010 1 14:03 PM
177	PB177	C	11/30/2010	11/30/2010	12/31/2010			CK		DM	1772426	$225.00		$88,080.22	Lyons & Pfeckemeier	SHBLBell-11/30/2010 1:14 10 PM
177	PB177	C	11/30/2010	11/30/2010				CK		DM	1772427	$1,919 34	2092.08	$86,160.88	Galveston Co Tax Collector	SHBLBell-11/30/2010 1:14:17 PM
177	PB177	C	11/30/2010	11/30/2010	12/31/2010			CK		DM	1772428	$2,141.50		$84,019 38	Clear Creek ISD Tax Office	SHBLBell-11/30/2010 1 14 25 PM
177	PB177	C	11/30/2010	11/30/2010	12/31/2010			CK		DM	1772429	$65.00		$83 954.38	Spectrum Property Management	SHBLBell-11/30/2010 1:14 32 PM
177	PB177	C	11/30/2010	11/30/2010	12/31/2010			CK		DM	1772430	$970 97		$82,983 41	Galveston County MUD #13	SHBLBell-11/30/2010 2:55:32 PM
177	PB177	C	11/30/2010	11/30/2010	11/30/2010			OW		BP	54285	$82,983.41		$0 00	CITIMORTGAGE INC	JBahnsen3-11/30/2010 6:47:25 PM
												$89,614 17	$89,614 17	$0 00	PB177 - Prosperity Bank (PB177)	
												$89,614 17	$89,614 17	$0.00	TOTALS	

Attn

STEWART TITLE

03/21/2021 14:54 FAX 2815543110

Assessment Information			
Account Number:	199600010030000 **(Parcel 1 of 1)**	**2010 Assessed Values**	
Owner Name(s):	REDD, DENNIS R	**Land:**	31,430
		Imprv:	150,110
Mailing Address:	2132 EMERALD COVE DR LEAGUE CITY TX 77573		
Property Address:	2132 EMERALD COVE DR	**Total:**	181,540
Legal Description:	ABST 3 S F AUSTIN SUR BRITTANY LAKES SEC 4 (99), BLOCK 1, LOT 30, ACRES 0.183		
Geo Id.	R386973		
Acreage:	0 18300		
2010 Exemptions:	HMS	Total Est Taxes w/o Exempt: $5,790 67	

Tax Information Detail - CAD Account 199600010030000

LEAGUE CITY
COLLECTED BY
GALVESTON COUNTY
(409) 766-2481

Payments as of : 10/19/2010 Current Year Taxes
10/19/2010 Prior Year Taxes

2010 Tax Rate: 0 616000
Est. Taxes w/o Exempt: $1,118 29

Bill Ref: R386973

Tax Year	Base Tax	Amount Due 11/2010	Amount Due 12/2010
2010	$1,006.46	$1,006 46	$1,006 46
SUBTOTAL	**$1,006.46**	**$1,006.46**	**$1,006.46**

Tax Information Detail - CAD Account 199600010030000

GALVESTON COUNTY
PO BOX 1169
GALVESTON, TX 77553
(409) 766-2481

Payments as of : 10/19/2010 Current Year Taxes
10/19/2010 Prior Year Taxes

2010 Tax Rate: 0.628750
Est. Taxes w/o Exempt: $1,141 43

Bill Ref: R386973

Tax Year	Base Tax	Amount Due 11/2010	Amount Due 12/2010
2010	$912 88	$912 88	$912 88
SUBTOTAL	**$912.88**	**$912.88**	**$912.88**

2092.08
1919.34
172.64

Dad
409- 766- 4544

AGENDA ITEM #7

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

April 27, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Galveston County – JP Morgan Chase, N.A. – Procurement Card Program

Gentlemen,

Galveston County, through membership with the State of Texas Cooperative Purchasing Program, has participated in the Procurement Card Contract, 946-A1, with JP Morgan Chase Bank since September 13, 2004

Upon expiration of contract 946-A1, the State of Texas issued another solicitation for Payment Card Services (946-M1) which was awarded to Citibank on September 1, 2010 Citibank's Procurement Card Program has been reviewed by County staff (Purchasing, Auditing, and Information Technology) for possible utilization After a comparison analysis was performed on our current program and the Citibank offering, it was concluded that changing programs at this time would not prove beneficial to the County's end users In addition, both programs offer similar rebate programs, with the main difference being enhanced reporting tool offerings

JP Morgan Chase is participating in another commercial card agreement with the Texas Payment Card Consortium with the lead agency being the City of Fort Worth. The term of this agreement is three (3) years from the date first written with two (2) one (1) year terms upon anniversary of the effective date of August 31, 2007 By participating in the Texas Payment Card Consortium, the rebates associated with our current provider will not be in jeopardy

It is requested that authorization be granted to the County Judge to sign the Participation Agreement between Galveston County and JP Morgan Chase Bank, N A This agreement has been reviewed by County Legal

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

CITY SECRETARY
CONTRACT NO. 35775

COMMERCIAL CARD AGREEMENT

This Commercial Card Agreement (the "Agreement") is entered into as of August 31, 2007 between City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker, and Wise, Counties, Texas (the "Client"), and JPMorgan Chase Bank, N.A. (the "Bank") a national banking association. Commencing on the date of this Agreement, the Bank and the Client hereby agree that the Bank will provide the Commercial Card Program, as hereinafter defined, and the Client may participate in the Program subject to the terms and conditions of this Agreement.

1. *Definitions.* Terms defined in the singular shall include the plural and vise versa, as the context requires.

"Access Code" means the user identification code and password assigned to individuals authorized by the Client, for use in connection with the Program or the System

"Account" means the Visa or MasterCard account number assigned to a Cardholder and/or the Client, the related account, and any Card bearing such account number.

"Account Credit Limit" means the upper limit for an extension of credit for an Account specified by the Client from time to time and accepted by the Bank.

"Agreement" means this Commercial Card Agreement as it may be amended from time to time.

"Association" means either MasterCard or Visa.

"Authorized User" means individuals authorized by the Client to access and use the Program and System.

"Business Day" means a day on which both the Bank and the Federal Reserve Banks are open for business.

"Card" means a Visa or MasterCard card that is issued by the Bank with respect to an Account.

"Card Request" means a written or electronic transmittal from the Client, requesting the Bank to issue a Card(s) or establish an Account(s).

"Cardholder" means (i) an individual in whose name a Card is issued, and (ii) any other employee, officer, director, or person authorized by the Client or named Cardholder to use a Card or Account.

"Cardholder Agreement" means an agreement between the Bank and a Cardholder, as amended from time to time, governing use of an Account.

"Cash Transaction Module" ("CTM") means a System tool used in connection with the processing, management, and approval of cash transactions.

"Convenience Checks" means a check written against an Account.

"Contract Documents" means this Agreement in conjunction with City of Fort Worth RFP No 07-0068, Addendum #1 thereto, and Bank's Proposal submitted in response to RFP No. 07-0068 RFP No. 07-0068, Addendum #1 thereto, and Bank's Proposal are each incorporated herein by this reference.

"Client Account" means the account of the Client into which the outstanding balances of all Accounts are aggregated and for which the Client is liable.

"Client Vendor" means a travel agent, travel agency or any other vendor of Client authorized by the Client to charge Transactions to an Account.

"Corporate Liability" means the Client is liable for all Transactions on an Account and such liability shall be as agreed to by the parties and reflected on the Bank's records and subject to this Agreement.

"Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize in connection with this Program under this Agreement.

"Credit Losses" means all amounts, including any related collection costs, due to the Bank in connection with any Account that the Bank has written off as uncollectible, excluding Fraud Losses.

"Cycle" means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require or such other period as the Bank may specify.

"Fraud Losses" means all amounts due to the Bank in connection with any Account that the Bank has written off as uncollectible as a result of an Account being lost, stolen, misappropriated, improperly used or compromised.

"International Transaction" means any Transaction that is made in a currency other than U.S. dollars or is made in U S. dollars outside of the United States of America.

"MCC" means a Merchant Category Code as designated by Visa or MasterCard

"Losses" means all Credit Losses and Fraud Losses.

"Marks" means the name, trade name, and all registered or unregistered service marks of the Client, the Association and the Bank.

"MasterCard" means MasterCard International, Inc.

"Program" means the commercial card system composed of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with the Contract Documents.

"Program Administrator" means an individual authorized by the Client to perform various administrative and security functions in connection with the Program and System

"System" means the conduit through which the Client can access Account and Transaction data and reports.

"Transaction" means a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an Account.

"Visa" means Visa U S.A , Inc.

2. *Obligations of the Bank* In connection with the Client's participation in the Program, the Bank shall·

A. Establish Accounts and where applicable issue Cards with such capabilities as may be elected by the Client and agreed to by the Bank from time to time. Any Cards and any Cardholder statements will be delivered to a U S. address of the Client or Cardholder unless otherwise agreed. The Accounts are non-transferable and non-assignable The Cards shall remain the property of the Bank.

B The Bank may investigate the identity of the Client and any proposed or existing Cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary obtain such information from third parties.

C. Make available to the Client any corporate liability waiver coverage extended by Visa or MasterCard in connection with suspected employee misuse of an Account.

3. *Obligations of the Client.* In connection with the Program, the Client shall:

A. Initially request a minimum of ten (10) Accounts in connection with the Program by submitting a Card Request. From time to time the Client may submit to the Bank a Card Request form for additional cards. The Card Request shall be in a form approved by the Bank, shall include all information required by the Bank, and shall be accompanied by such evidence of authority for the Card Request as the Bank may require. All Card Requests shall be delivered to the Bank in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any Card Request, the Client represents to the Bank that the information contained therein is consistent with the Client's own records concerning the listed Cardholder or entity. The Client represents that the Cards and Accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts obtained by the Client from the prospective Cardholders in accordance with Section 226.12 (a) of Regulation Z of the Federal Truth in Lending Act. The Client shall retain such applications (paper or electronic) for any Account when such application is not provided to the Bank, for a period of twenty-five (25) months after the application has been received and acted upon. The Client agrees to use reasonable security precautions to safeguard Accounts in connection with their storage, use, and dissemination of Accounts.

B. Notify each Cardholder that the Accounts are to be used only for business purposes consistent with the Client's established policies.

C. Clearly disclose to each of its Cardholders the extent, if any, to which the Bank will provide Transaction and Account information to third parties.

D Make commercially reasonable efforts to (i) maintain a process ensuring timely and accurate reimbursement of all business purchase transactions to its Cardholders, (ii) not exceed the Credit Limit or permit Cardholders to exceed the Account Credit Limits, and (iii) collect and destroy any Cards it no longer requires in connection with this Program.

E. Immediately notify the Bank of any Account for which the Client no longer has use.

F. Immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.

G. Comply with all requirements of any corporate liability waiver coverage. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.

H. Notify the Bank of any Transaction the Client disputes within sixty (60) days of the last day of the Cycle during which such Transaction is charged to the Client. The Client will use commercially reasonable efforts to assist the Bank in attempting to obtain reimbursement from the Merchant. The Bank will use commercially reasonable efforts to assist the Client in attempting to obtain reimbursement from the Merchant; provided, however, the Client understands that no chargebacks will be granted for Transactions resulting from Account usage where a Cardholder's name is not embossed on a Card or where there is no Card associated with such Account. The Client or Cardholder shall not be relieved of liability for any disputed Transaction if the chargeback is rejected. The Bank shall not be liable for any Transaction where notice of the disputed Transaction is received from the Client more than sixty (60) days after the last day of the Cycle during which such Transaction is charged to the Client. The Client shall not make a claim against the Bank or refuse to pay any amount because the Client or the person using the Card may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.

4 *Liabilities of the Client*

A Regardless of any established Credit Limits or Account Credit Limits, the Client agrees to pay and perform when due all of its obligations, including without limitation:

i) With respect to Corporate Liability Accounts, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement. The Client shall make payment as specified on Exhibit A for all Transactions posted to a Client Account as reflected on a periodic statement no later than the payment date (the "Payment Date"). If such Payment Date is a Saturday, Sunday, or Bank holiday, the payment shall be due on either the previous or the next business day as specified on the periodic statement. If all or any portion of a payment owed by the Client is not received by the Bank by the Payment Date, then any amounts outstanding shall be subject to the late fees and delinquency fees as specified on Exhibit A until payment in full of all such amounts.

B The Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. The Client will be liable for all Transactions made on an Account prior to notification of such lost, stolen, misappropriated, improperly used or compromised Account. The Client will further be liable for Transactions after such notification has occurred if such Transactions result in a direct or indirect benefit to the Client or any Cardholder.

C. The Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. The Client waives any defenses based upon any

i) exercise, delay or waiver of any right, power, or remedy under any Cardholder Agreement,

ii) bankruptcy or similar proceedings, or any discharge, affecting a Cardholder, the Client, or others,

iii) modification of any Cardholder Agreement,

iv) settlement with or release of any Cardholder, and/or

v) action, inaction, or circumstance (with or without the Client's notice, knowledge, or consent) that varies the Client's risks or might otherwise legally or equitably constitute discharge of a surety or guarantor.

D. Payments under this Agreement shall be made in U S. dollars drawn on a U.S. bank or a U S. branch of a foreign bank.

E. If the Client elects to add Convenience Check capabilities to any Account, the Client will be liable for the amount of all Convenience Checks used in connection with such Account.

F If the Client allows a Client Vendor to charge Transactions to an Account, the Client is solely responsible for instructing such Client Vendor in the handling and processing of Transactions Client Vendors are for all purposes agents only of the Client and not of the Bank. No fee shall be payable by the Bank to any Client Vendor for performing any services.

The Bank may require the Client to deliver to the Bank authorization information for each Client Vendor including, but not limited to (a) the name and address of each authorized individual of the Client Vendor, and (b) such other information in such format as the Bank may in its sole discretion require.

The Client shall immediately notify the Bank upon revoking a Client Vendor's authority. Notwithstanding anything to the contrary in this Agreement, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement.

5 *Credit.*

A. The Bank, at its sole discretion, may authorize extensions of credit with respect to (i) each Account up to the Account Credit Limit, and (ii) all Accounts up to the Credit Limit. The Bank is entitled but not obligated to decline authorization of any Transaction that would result in any Credit Limit or Account Credit Limit being exceeded. Notwithstanding the foregoing, if the Client and/or the Cardholder exceed the Credit Limit and/or the

Account Credit Limit, the Client and/or Cardholder shall pay all amounts exceeding the Credit Limit and/or Account Credit Limit as applicable.

B. If not publicly available through the Securities and Exchange Commission, the Client shall provide the Bank with copies of its consolidated audited financial statements, including its annual income statement and balance sheet, prepared in accordance with GAAP, as soon as available and no later than 120 days after the end of each fiscal year The Client shall provide such other current financial information as the Bank may request from time to time. If applicable, the Client will notify the Bank within five Business Days of any change in the Client's bond rating. The Bank shall be entitled to receive, and to rely upon, financial statements provided by the Client to Bank affiliates, whether for purposes of this Agreement or for other purposes.

C. The Bank at any time may cancel or suspend the right of Cardholders to use any Account or Accounts, or decline to establish any Account. The Bank may, at any time, increase or decrease any Account Credit Limit or the Credit Limit, modify the payment terms, or require the provision of collateral or additional collateral.

D The Bank may from time to time require MCC authorization restrictions in connection with the Program.

E. Notwithstanding the foregoing, the Bank shall not be obligated to extend credit or provide any Account to the Client or any Cardholder in violation of any limitation or prohibition imposed by applicable law.

6. *Programs and System Access.*

A The Bank shall provide the Client with password-protected daily access to Account and Transaction data, reports, and account maintenance functions through use of an Access Code. The Bank shall assign an initial Access Code to the Program Administrator. The Program Administrator shall create and disseminate Access Codes to Authorized Users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Bank shall provide from time to time.

B. The Client agrees to be bound by and follow the security procedures, terms and conditions that the Bank may communicate from time to time upon notice to the Client.

C. The Client shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. The Client agrees that any access, Transaction, or business conducted using an Access Code may be presumed by the Bank to have been in the Client's name for the Client's benefit Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Client.

D. The Bank is authorized to rely upon any oral or written instruction that designates an Authorized User until the authority of any such Authorized User is changed by the Client by oral or written instruction to the Bank, and the Bank has reasonable opportunity to act on such instruction Each Authorized User, subject to written limitation received and accepted by the Bank, is authorized on behalf of the Client to. open and close Accounts, designate Cardholders, appoint and remove Authorized Users, execute or otherwise agree to any form of agreement relating to the Program, including, without limitation, materials related to security procedures; and give instructions, by means other than a written signature, with respect to any Account opening or closure, designation of Cardholders, or appointment of Authorized Users, and any other matters in connection with the operation of the Program or the System.

E. In connection with use of the System, the Client may instruct the Bank to furnish specific Transaction data to third parties that provide reporting products or services to the Client. The Bank will transmit the Transaction data, without representation or warranty to such third parties identified in such instructions

7. *Representations and Warranties* Each party represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement (i) do not breach any agreement of such party with any third party, (ii) do not violate any law,

rule, or regulation, or any duty arising in law or equity applicable to it, (iii) are within its organizational powers, and (iv) have been authorized by all necessary organizational action of such party.

8 *Fees and Charges.* The Client agrees to pay the fees and charges as specified by the Bank, from time to time. The fees initially applicable are specified in Exhibit A attached hereto. The Bank may change the fees and charges payable by the Client at any time provided the Bank notifies the Client at least thirty (30) days prior to the effective date of the change. Should there be a need to perform services other than those specified in Exhibit A, the Client agrees to pay the fees and charges associated with any such service.

9 *Incentives.* The Bank may pay the Client an annual incentive award. The incentive award schedule initially applicable is specified in Exhibit A. In no event shall the Bank pay the Client an incentive award for the year in which this Agreement is terminated.

10. *Term* This Agreement shall have an initial term of three (3) years from the date first written above unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement may be successively renewed for up to two one-year terms upon the anniversary of the effective date at the City's sole discretion.

11. *Termination.*

A This Agreement may be terminated by the Bank upon the Client's default after Client receives notice of such default and has failed to remedy said default within thirty (30) days of Client's receipt of said notice The Bank may refuse to allow further Transactions or revoke any of the Accounts at any time and for any reason.

B. The Client may terminate this Agreement and/or cancel any of the Accounts at any time and for any reason. The Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. The Bank will assign the Client all its rights concerning such amounts paid. In the event collection is initiated by the Bank, the Client shall be liable for payments of reasonable attorney's fees. Sections 2.B, 3.D, 3.F, 3.G, 3.H, 4, 5.A, 8, 11, 12, 13, 14, 16, 17.A, 17.C, 17.F, 17 G, 17 K, and 17.M shall survive the termination of this Agreement.

12. *Default.* As used herein, "Default" includes (i) the Client failing to remit any payment to the Bank as required by this Agreement; (ii) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, insolvency, or other similar proceedings, or making any assignment for the benefit of creditors; (iii) default by the Client under any material debt owed to any Bank related entity; (iv) any material adverse change in the business, operations or financial condition of the Client.

13 *Remedies and Damages.* Upon the event of a default either party may terminate this Agreement pursuant to Section 12, or the Bank may, at its sole option, suspend its services or obligations In the event of termination, Bank reserves the right to declare all obligations of the Client hereunder immediately due and payable. In no event shall termination or expiration release or discharge the Client from its obligation to pay all amounts payable under this Agreement.

14. *Limitation of Liability and Indemnification.* The Bank will be liable only for direct damages if it fails to exercise ordinary care. The Bank shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. The Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. This provision shall survive termination of this Agreement as to matters that occurred during its term

15. *Notices* All notices and other communication required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the date actually received when delivered as provided herein. Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U S. Postal Service certified mail, postage prepaid, to the address of the other party shown below·

To the Bank:	JPMorgan Chase Bank, N.A. 300 South Riverside Plaza, Suite IL1-0199 Chicago, Illinois 60670-0199 Attn: Commercial Card Contracts Manager
To the Client:	City of Fort Worth Financial Systems Division 1000 Throckmorton Street Fort Worth, Texas 76102 Attn: Procurement Card Administrator

16. *Confidentiality.* In accordance with the Texas Public Information Act of Texas Government Code Chapter 552 and except as expressly provided in this Agreement, all information furnished by either party in connection with this Agreement, the Program, or Transactions thereunder shall be kept confidential and used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed to, or in any document filed with the Securities and Exchange Commission, banking regulator, or any other governmental agencies, or (d) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party. Notice under (d), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Each party shall advise all employees, consultants, agents, and other representatives (collectively, "Representatives") who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall, at its option, return, destroy or render unusable, and discontinue use of all copies of the other party's Confidential Information upon request of the other party. The party receiving such request may, because of State law, system requirements or as may be required by its own record keeping requirements, retain any of the other party's Confidential Information, provided, however, its obligation of confidential treatment shall remain in place. If requested in writing, such party shall certify its compliance with the foregoing provisions. The Bank may exchange Client and Cardholder confidential information with affiliates. The Bank may also disclose confidential information to service providers in connection with their supporting the Bank's provision of Program services. Such providers shall be obligated to keep that information confidential under the same terms and conditions as set forth above obligating the Bank. The Bank may exchange credit or other information concerning the Client or Cardholders with credit reporting agencies and merchants (and, in the case of Cardholder information, with the Client), including but not limited to information concerning Transactions, payment history, reimbursements, and employment status and location. The Bank may in its sole discretion make an adverse report to credit reporting agencies if a Cardholder fails to pay or is delinquent in paying an Account.

17 *Miscellaneous.*

A. Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent. If the Client elects to have its Marks embossed on the Cards or provide them to the Bank for other uses, the Client hereby grants the Bank a non-exclusive limited license to apply the Marks to the Cards solely for use in connection with the Program and for no other purpose.

B If any provision in this Agreement is held by any court of competent jurisdiction to be inoperative, unenforceable, or invalid, such provision shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.

C Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Bank and the Client. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor

D. In the regular course of business, the Bank may monitor, record and retain telephone conversations made or initiated to or by the Bank, from or to the Client or Cardholders.

E The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and the Bank and their respective successors and assigns. Neither party hereto shall assign, sublet or transfer its interest herein without the prior written consent of the other party, except that either party may assign, sublet, or transfer its interest herein to any affiliate upon written notice to the other.

F. The Bank shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond its reasonable control

G. The Contract Documents embody the entire agreement and understanding between the Client and the Bank and supersedes all prior agreements and understandings between the Client and the Bank relating to the subject matter hereof. In case of a conflict of terms in the Contract Documents, the order of precedence shall be this Agreement, Addendum No. 1, the Bank's proposal, and then the RFP. All representations and warranties of the parties contained in this Agreement shall survive the execution of this Agreement and consummation of the Transactions contemplated hereunder

H. This Agreement may be amended only a by a writing signed by the parties. All remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the parties hereto.

I To the extent that the Client would have or be able to claim sovereign immunity in any action, claim suit or proceeding brought by the Bank, the Client waives its sovereign immunity to suit for the purpose of adjudicating a claim for breach of this Agreement only, subject to the terms and conditions of Subchapter I – Adjudication of Claims Arising Under Written Contracts with Local Governmental Entities, Chapter 271, Texas Local Government Code.

J. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement, as a whole and not to any particular provision of this Agreement.

K. *International Transactions and Fees.* If an International Transaction is made in a currency other than U S. dollars, the Association will convert the Transaction into U S. dollars using its respective currency conversion procedures. The exchange rate each Association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Account was used. The Bank reserves the right to charge an International Transaction Fee, as specified in Exhibit A. The International Transaction Fee will be calculated on the U S. dollar amount provided to the Bank by the Association. The same process and charges may apply if any International Transaction is reversed.

L. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement. This Agreement shall become effective as of the date first appearing above when each of the parties hereto shall have signed a counterpart hereof.

M. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

BANK

JPMORGAN CHASE BANK, N.A.

By Clare T. Trauth

Name CLARE T TRAUTH

Title VICE PRESIDENT

CLIENT

CITY OF FORT WORTH

Karen L. Montgomery 9/10/07

Karen L. Montgomery
Assistant City Manager/CFO

Recommended By:

Lena H. Ellis
Finance Director

Approved as to Form and Legality:

Amy J. Ramsey
Assistant City Attorney

ATTEST:

Marty Hendrix
City Secretary

Authorization C-22244 7/17/07

Date. September 11, 2007

EXHIBIT A
CITY OF FORT WORTH
INCENTIVES & FEES

DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Average Transaction Size" means Charge Volume divided by the total number of transactions included in the calculation of Charge Volume for any given period.

"Purchasing Card Charge Volume" means total U.S. dollar charges made on a Purchasing Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"ExacTrac Charge Volume" means total U.S. dollar charges made on a virtual single use account used in connection with the ExacTrac System, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Gross Charge Volume" means Purchasing Card Charge Volume plus ExacTrac Charge Volume, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules

"Losses" means all Credit Losses and Fraud Losses.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

'Speed of Payment" means the number of calendar days after a billing cycle until the date full payment of the cycle end balance is posted by the Bank.

REBATES

Volume Rebate

Bank will pay the Client a rebate based on the annual Gross Charge Volume achieved according to the following schedule. The Purchasing Card rebate will be calculated as the Rebate Rate times the annual Purchasing Card Charge Volume.

Qualified Charge Volume	Rebate Rate
$10,000,000	1.22%
$12,500,000	1 30%
$15,000,000	1 35%
$20,000,000	1.41%
$25,000,000	1.46%
$30,000,000	1.48%
$35,000,000	1 50%
$40,000,000	1.53%
$45,000,000	1.55%
$50,000,000	1.56%

ExacTrac Volume Rebate Adjustment

The ExacTrac rebate will be calculated as the Rebate Rate as determined above minus 0.15% times the annual ExacTrac Charge Volume.

Speed of Payment Escalator

The Bank will pay Client an additional rebate based on its average Speed of Payment throughout the year If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, a speed-to-pay escalator of 0 01% per full day of early payment will be earned.

Large Ticket Rebate

Bank will pay the Client an annual rebate based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Large Ticket Transaction Volume.

Average Large Ticket Transaction Size	Rebate Rate
$7,500	0 60%
$10,000	0 55%
$15,000	0.50%
$20,000	0.45%
$25,000	0 40%
>$25,000	0 35%

Rebate Computation

The following is for illustrative purposes only and, therefore, the numbers provided in the example below do not constitute a commitment by the Bank. This is an example of a rebate computed at 7 days based on the following criteria:

$13,000,000 regular transactions and $2,000,000 for large ticket transactions

7 Day

Description	Percentage	Dollars
Regular Transactions	1 30%	$169,000
Large Ticket Transactions	0.40%	$8,000
Total Rebate		$177,000

General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Losses, subject to Section 4B of the Agreement. If Losses exceed the rebate earned for any calendar year, Bank will invoice the Client for the amount in excess of the rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the prior six-month period. Rebate payments will be made in the first quarter for the previous calendar year via Automated Clearing House ("ACH") credit to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply.

a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire.
b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below Settlement Terms are 7 & 7.
c. The Client is not in Default under the Agreement.
d. Account(s) must be current at the time of rebate calculation and payment.

FEES (Purchasing Card)

Technology Fees

PaymentNet and/or SDOL· Custom Reporting/Mapper Programming/Post-loader: $250 per hour (4 hour minimum)

PathwayNet Set up:
First 6 sites: No Charge
Additional sites: $150 per site

Training
At JPMorganChase site No Charge; client T&E not included
Via Telephone: No Charge
At Client site.
Initial Training: Four Days Training of up to 90 users at no charge to the Client
Additional Training: $950 per day, includes all related travel expenses

Paper Statements: No Charge

Electronic Payment Fee: No Charge

Past Due Fees

Late fee: Prime + 2% applied to average daily which is calculated as follows:

(Past due balance + any new spend) / Number of days in cycle.

Will be charged on the cycle date.

Delinquency fee. No Charge

Account Fees

Annual Card Fees· No Charge

Special Purpose Cards (b2B): No Charge

Basic Plastic: No Charge

Logo Plastics: No Charge

Custom Plastics: At cost; based on complexity of design subject to a 1,000 card minimum

Document retrieval fee. $8 per document (undisputed charges)

Statement Duplication: $5 - $8 per statement; $0 through PaymentNet

ACH return item: No Charge

Return Check Fee: $15 per return

Rush Card. No Charge

Standard Card Replacement: No Charge

Card Reinstatement: No Charge

International Transaction Fee: 1% surcharge (association pass through)

Dormant Credit Balance Fee: No Charge

Over Limit Fee. No Charge

Optional Services

Cash Advance: 2.0% ($3.00 minimum)

Convenience Checks: $1 per posted check + 0 5% of check value

Rejected Convenience Check. No Charge

Convenience Check Stop Payment: No Charge

Other

Should the Client request services not in this schedule, the Client agrees to pay the fee associated with such service.

FEES (ExacTrac Program)

Technology Fees

PaymentNet and/or SDOL· Custom Reporting/Mapper Programming/Post-loader: $250 per hour (4 hour minimum)

EDI Set up/Transmission: Pass-through on all set up and development costs

Training
At JPMorganChase site· No Charge; client T&E not included
At Client site:
Initial Training: No Charge
Additional Training: $950 per day, includes all related travel expenses

Paper Statements: No Charge

Electronic Payment Fee. No Charge

Past Due Fees

Late fee. Central Bill: 1% of unpaid balance at cycle + 15 days, charged on cycle date

Delinquency fee: 2.5% of the full amount past due at cycle + 15 days and each cycle thereafter; charged on cycle date

Account Fees

Document retrieval fee: first 3 copy requests are free, then $5 per copy request (undisputed charges)

Statement Duplication: $5 per statement; $0 through PaymentNet

ACH return item: $20 per return

Return Check Fee: $15 per return

International Transaction Fee: 1% surcharge (association pass through)

Dormant Credit Balance Fee: No Charge

Over Limit Fee: No Charge

Miscellaneous Fees: Pass-through charges for other specialized services (case-by-case fees)

Optional Services

FTP:

Daily $500/month
Weekly: $250/month
Bi-weekly· $125/month
Monthly: $75/month

Cash Advance· 2 5% ($2 50 minimum and $30 maximum)

Convenience Checks. 1 5% - 3% of check amount ($1 50/check minimum, $50 check maximum), $1 per check fee for keying of payee name

Rejected Convenience Check. $29 per check

Convenience Check Stop Payment: No Charge

Other

Should the Client request services not in this schedule, the Client agrees to pay the fee associated with such service.

CITY SECRETARY
CONTRACT NO._____

FIRST AMENDMENT TO COMMERCIAL CARD AGREEMENT | JPMORGAN CHASE BANK, N A.

THIS FIRST AMENDMENT (the "Amendment") to Commercial Card Agreement (the "Agreement") dated as of August 31, 2007 between JPMorgan Chase Bank, N A (the "Bank"), and City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker, and Wise Counties, Texas (the "Client") is made as of NOVEMBER 9, 2010 (the "Effective Date")

The Bank and the Client agree to amend the Agreement as follows

1 **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein

2 **Amendment.** Paragraph 4 B of the Agreement is hereby deleted in its entirety and restated to read as follows

> "Fraud Losses will not be deducted from rebates, provided that the Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used, or compromised The Client shall not be liable for fraudulent transaction(s) made on an Account by persons other than employees or agents of the Client and the Client's vendors, provided that (i) the Client or Cardholder has immediately notified the Bank as specified in the previous sentence; (ii) neither the Client nor the Cardholder has received any direct or indirect benefit from such fraudulent Transaction(s), (iii) the program has been set up and operated by the Client in accordance with the Bank's fraud reduction best practices as designated by the Bank from time to time (including but not limited to blocking high-risk MCCs, payment to the Bank by the Client rather than Cardholders for approved expenses, limiting cash advances, adhering to transaction, daily, and cycle limits established by the Bank), (iv) the Client maintains reasonable security precautions and controls regarding the dissemination, use and storage of Cards and transaction data, and (v) the Client notifies the Bank no later than ten (10) business days after the date a paper or electronic statement in which the fraudulent Transaction(s) first appeared was first made available to the Client In the event the Client does not adopt the fraud reduction best practices including but not limited to those designated in this section, as designated by the Bank from time to time, within 10 business days of being so notified in writing by the Bank, the Client will be liable for any fraudulent Transactions on any Account prior to the time the Client notifies the Bank "

3 **Amendment.** Exhibit A is hereby deleted in its entirety and replaced in full with a new 'Exhibit A as attached hereto

4 **Amendment.** The Agreement is hereby modified to incorporate a new Exhibit B entitled Single Use Accounts Addendum' as attached hereto

5 **Amendment.** Section 11 of the Agreement, Termination, is hereby amended to add Section 11 C, which shall read as follows

> "In the event no funds or insufficient funds are appropriated by the Client in any fiscal period for any payments due hereunder, Client will notify Bank of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Client of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated "

6 **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms

7 **Piggyback Provision** Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 Texas Government Code (the "Act"), the use of this Agreement may be extended to other local governments and with agencies of the state as described in the Act. Additionally, the Agreement may be extended to Not-For-Profit organizations and private universities at Client's discretion Notwithstanding the foregoing, the Bank, in its sole discretion, shall have the option to approve the participation of any Participant (as later defined herein) under this Agreement Each Participant allowed by the Bank to obtain services under this Agreement shall do so independent of any other Participant Each Participant shall be responsible for its own obligations by virtue of this Agreement. The Bank shall not be liable to the Client for payments hereunder or otherwise, due to any failure to issue any Card or establish any Account for a Participant Client shall not be liable for any transactions, payment of fees, or any other obligations of any Participant under this Agreement

8 **Counterparts** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above

JPMORGAN CHASE BANK, N.A.

By Clare T Trauth

Name CLARE T TRAUTH

Title VICE PRESIDENT

CITY OF FORT WORTH, TEXAS

By Karen L Montgomery

Name Karen L. Montgomery

Title Assistant City Manager

NO M&[illegible] IRED

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment

By _____

Name _____

Title _____

*Note The person signing the attestation shall be someone different from the person signing above on behalf of the Client

APPROVED AS TO FORM AND LEGALITY

By _____

Name: Maleshia Farmer

Title: Assistant City Attorney

Attested by:

_____

Marty Hendrix, City Secretary

CITY OF FORT WORTH TEXAS

EXHIBIT A

INCENTIVES AND FEES

DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Fileturn" means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume

"Average Payment Terms" means the Average Fileturn minus half the number of calendar days in the billing cycle, as specified in the Settlement Terms

"Charge Volume" means total U S dollar charges made on a Bank Commercial Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules

"Combined Charge Volume" means Charge Volume and Single Use Charge Volume

"Contract Year" means a 12-month period beginning on August 31st of each year or any anniversary of such date

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate

"Large Ticket Transaction Volume" means total U S dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules

"Losses" means all Credit Losses and Fraud Losses.

"Texas Payment Card Consortium" means the City of Fort Worth, Texas and other Texas public entities eligible to participate in the Program under the Act and that have been approved by the Bank for participation

"Participant" means the Client or a Texas public entity approved by the Bank to participate under the Commercial Card Purchasing and Single Use Account programs provided to Client under this Agreement and which have executed an agreement in the form as attached hereto as Exhibit C' (the "Participation Agreement) or in such other form as provided by the Bank from time to time

Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due

"Single Use Charge Volume" means total U S dollar charges made on a Virtual Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules

"Virtual Single Use Account" means a Card-less Account used in connection with a single, unique transaction

REBATES*

Volume Rebate – Purchasing and Single Use Account (E-Payables Solution)

Bank will pay the Participant a rebate based on the annual Texas Payment Card Consortium's Combined Charge Volume achieved according to the following schedule The rebate will be calculated as the Rebate Rate times the annual Participant's respective Combined Charge Volume

NOTE In year 1 of this Agreement (8/31/2010 – 8/30/2011), Bank will assume Charge Volume of $200,000,000 and pay at the 95% and 1 59% rebate levels based on the Participant's current annual volume. For each year thereafter, the consortium rebate will be paid per the grid below

*Combined Consortium Charge Volume	TEXAS PAYMENT CARD CONSORTIUM (Individual Participant Volume Grid) Purchasing Card Program	
	$500K - $1MM	$1MM or greater
Under $25,000,000	0 75%	1 25%
$25,000,000	0 80%	1 50%
$75,000,000	0 85%	1 55%
$150,000,000	0 90%	1 57%
$200,000,000	0 95%	1 59%
$300,000,000	1 00%	1 60%
$500,000,000	1 02%	1 61%

***Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.**

Single Use Account (E-Payables Solution) Rebate

Bank will pay the Participant a rebate based on the annual Single Use Charge Volume achieved as indicated below The rebate will be calculated as the indicated Rebate Rate times the annual Single Use Charge Volume.

- If Participant achieves $1,000,000 - $10,000,000 in Single Use Charge Volume, the rebate rate is 1 24%
- If Participant achieves Single Use Charge Volume greater than $10,000,000, the rebate rate is in accordance with the rebate grid above

NOTE: Participants with Single Use Account Charge Volume less than $1,000,000 will not be implemented

Average Payment Terms Escalator

The Bank will pay Client an additional rebate based on its Average Payment Terms throughout the year If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, an Average Payment Terms escalator of 0 01% per full day of early payment will be earned

Participant Reporting system option

For Participants with program spend of under $10 million annually, the *smartdata* reporting solution will be implemented

Participants with annual spend of $10 million or above can select the Bank's PaymentNet reporting platform or *smartdata*

Large Ticket Rebate – Purchasing and Single Use Account (E-Payables Solution) programs

Bank will pay the Participant an annual rebate based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when the respective Participant's annual Combined Charge Volume threshold requirements are achieved The rebate will be calculated as the Rebate Rate times the annual Large Ticket Transaction Volume

PURCHASING AND SINGLE USE ACCOUNT (E-PAYABLES SOLUTION) PROGRAMS	
AVERAGE LARGE TICKET TRANSACTION SIZE	REBATE RATE (%)
$4500 - $4999	65%
$5000 - $7499	60%
$7500 - $9,999	55%
$10,000 - $14,999	50%
$15,000 - $19,999	45%
$20,000 - $24,999	35%
$25,000 - $99,999	30%
$100,000+	0 15

[1]In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly

General Rebate Terms

Rebates will be calculated annually in arrears Rebate amounts are subject to reduction by all Losses. If Losses exceed the rebate earned for any Contract Year, Bank will invoice the respective Participant for the amount in excess of the rebate, which amount shall be payable within thirty (30) days of receipt of the invoice Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the subsequent six-month period. If the Participant is participating in more than one program, Bank reserves the right to offset any Losses from one program against any rebate earned under any other program

Rebate payments will be made within 90 days after the end of the previous Contract Year via wire transfer to an account designated by the Participant

To qualify for any rebate payment, all of the following conditions apply

a Settlement of any centrally billed account(s) must be by automatic debit or by the Participant initiated ACH or wire
b Payments must be received by Bank in accordance with the Settlement Terms Delinquent payments shall be subject to a Past Due Fees as specified below Settlement Terms are 30 & 14 for both the purchasing and single use account programs
c The Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent)
d The Participant is not in Default under the Agreement.

Fees Schedule - for Programs using the *Smartdata* System

The following are the fees associated with our purchasing card and single use account program in the United States:

Annual card fee	$0 00
Cash advance fee	2 0% ($3 00 minimum)
Convenience check fee	2% of check amount ($1 50/check minimum)
Rejected convenience check	$0 00
Convenience check stop payment	$0 00
Standard card replacement	$0 00 per card
Card reinstatement	$0 00
Emergency (rush) card replacement	$25 per card if effected through the Bank If effected through the association, Client shall pay any fees charged by the association
Return check (payment)	$15 per return
ACH return	$0 00
Document retrieval	Dispute-related $0 00 Non-dispute-related $8 per document
Duplicate statement	$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	$0 00
Over-limit fee	$0 00
Miscellaneous fees	None
Finance charge	Prime + 2% is applied to the average daily, which is calculated as follows (past due balance + any new spend) / number of days in cycle Will be charged on the cycle date
Basic plastic	$0 00
Customer logo plastic	$500 per logo for any newly designed logo, No fee to apply a current logo on a new plastic
Customized plastic	At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum
Training at Bank s site	$0 00 (customer T&E not included)
Training at your site(s)	$1,550/day
Paper statements	$0 00
Electronic payment fee	$0 00
Custom reporting/mapper programming/post-loader	SDOL custom mapper priced by MasterCard pass-through charge

File transfer using FTP	Daily—$500 00/month Weekly—$250 00/month Bi-weekly—$125 00/month Monthly—$75 00/month
PaymentNet setup fee	Waived
Smartdata setup fee	$0 00
SDOL monthly maintenance fee	$50 per program per month - **WAIVED after a Participant reaches $500,000 annual spend during a Contract Year**
SDOL real time	$0 00

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services

Fees Schedule - for Programs Using Bank's PaymentNet Solution

The following are the fees associated with our purchasing card and single use account programs in the United States

PROGRAM FEES	
Annual card fee	$0 00
Cash advance fee	2 5% ($2 50 minimum)
Convenience check fee	2% of check amount ($1 50/check minimum)
Rejected convenience check	$0 00 per occurrence
Convenience check stop payment	$0 00
Standard card replacement	$0 00 per card
Card reinstatement	$0 00
Emergency (rush) card replacement	$25 per card if effected through the Bank. If effected through the association, Client shall pay any fees charged by the association.
Return check (payment)	$15 per return
ACH return	$20 per return
Document retrieval	Dispute-related $0 00 Non-dispute-related 3 copy requests free, then $5 per copy request
Duplicate statement	$5 per statement
Currency conversion fee	1% surcharge (association pass-through)
Dormant credit balance fee	$0 00
Over-limit fee	$0 00
Miscellaneous fees	Pass-through charges for other specialized services (case-by-case fee)
PAST-DUE FEES	
Late fee	Central Bill 1% of unpaid balance at cycle, charged on cycle date
Finance charge	None
Delinquency fee	2 5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter; charged on cycle date
CARD DESIGN	
Basic plastic	$0 00
Customer logo plastic	$500 per logo for any newly designed logo No fee for existing logos on new plastics
Customized plastic	$1 per card, subject to a 1 000 card minimum for any new cards
TRAINING AND CONSULTING	
Training at Bank's site	$0 00 (customer T&E not included)
Training at your site(s)	$0 00 for first session, additional sessions @ $1 550/day
TECHNOLOGY SERVICES	
PaymentNet setup fee	Waived
EDI setup/transmission	Pass-through on all setup and development costs

Paper statements	$0 00
Electronic payment fee	$0 00
Custom reporting/mapper programming/post-loader	$250 per hour ($1,000 minimum)
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP	Daily—$500/month Weekly—$250/month Bi-weekly—$125/month Monthly—$75/month

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services

EXHIBIT B

SINGLE USE ACCOUNTS ADDENDUM

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to the Texas Payment Card Consortium Participant the Network Services described below

Definitions Terms defined in the singular shall include the plural and vise versa, as the context requires

"Single Use Account(s)" means a 16-digit commercial card number issued to the Participant in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Commercial Card Agreement

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world

"Network" means the Bank's Internet based platform for exchanging electronic commercial card payment information data between the Participant and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Participant in authenticating Network users and Payment Instructions initiated by the Participant via the Network

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Participant under this Addendum

"Payment Instruction" means an instruction initiated by the Participant, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier

"Single Use Program"" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Participant and to receive commercial card payments through the Network

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Participant's participation in the Single Use Program, the Participant may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions The Single Use Accounts are non-transferable and non-assignable The Single Use Accounts shall remain the property of the Bank Participants shall receive a periodic statement of the Single Use Account Transactions The Participant shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Participant, either delivered to a U S address or in electronic form

2. During the term of this Addendum and subject to the Participant's performance of its obligations hereunder, the Bank will maintain the Network and allow the Participant to access the Network for its internal use The Bank reserves the right at any time to revise or modify the Network s functionality, specifications, and/or capabilities The Participant acknowledges that the Network exchanges payment-related data between Participant and Suppliers to effect commercial card settlement.

3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Participant a nonexclusive right to access the Network for the sole purpose of receiving the Network Services

4. The Participant has no right to provide access to the Network to any third party The Participant may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties

5. The Participant's rights to access the Network will be limited to those expressly granted in this Addendum The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Participant hereunder

6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network

7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum

s The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Participant and its Suppliers. The Participant is responsible for regularly inspecting the Single Use Transaction history available via the Network and promptly notifying the Bank of any errors

o The Participant is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network Participant agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network If the Participant believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Participant shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing

m All Payment Instructions submitted in the name of the Participant are subject to authentication pursuant to the Network Security Procedures The Bank shall process Participant's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures The Bank shall be entitled to rely and act upon all information received from the Participant or any Supplier in connection with a Payment Instruction. The Participant agrees to be bound by any Payment Instruction, whether or not authorized, issued in the Participant's name and authenticated by the Bank in accordance with the Network Security Procedures

BANK

By: Janet Trauth

Name: JANET TRAUTH

Title: VICE PRESIDENT

PARTICIPANT

By: Karen L Montgomery 11/4/10

Name: Karen L. Montgomery

Title: Assistant City Manager

NO M&C REQUIRED

Participant Attestation:

The undersigned, a duly authorized officer or representative of the Participant, does hereby certify that the Participant has been duly authorized to enter into and perform this Addendum and that the person signing above on behalf of the Participant, whose execution of this Addendum was witnessed by the undersigned, is an officer, partner, member or other representative of the Participant possessing authority to execute this Addendum

By: _____

Name: _____

Title: _____

*Note The person signing the attestation shall be someone different from the person signing above on behalf of the Participant.

APPROVED AS TO FORM AND LEGALITY

By: _____

Name: Maleshia Farmer

Title: Assistant City Attorney

Attested by:

_____

Marty Hendrix, City Secretary

CITY OF FORT WORTH TEXAS

EXHIBIT C

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK NA.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of _____, ("Effective Date"), by and between _____, a _____ (the "Participant") and JPMorgan Chase Bank, N A or Chase Bank USA N A , as may be determined from time to time, (the "Bank") each a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of [MONTH, DATE, YEAR] (the "Commercial Card Agreement") between [INSERT CLIENT LEGAL ENTITY NAME] (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I, and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.

2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit I This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder

   Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts

3. **Incentives** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed

4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other

   To the Bank

   JPMorgan Chase Bank, N A.
   300 South Riverside Plaza, Suite IL1-0199
   Chicago, IL 60670-0199
   Attn: Commercial Card Contracts Manager

   To the Participant.

   _____

   _____

   _____
   Attn

   _____

5. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts

IN WITNESS WHEREOF the parties have caused this Participation Agreement to be duly executed as of the date first written above

BANK.

By

Name. _____

Title _____

_____

PARTICIPANT:

By

Name: _____

Title _____

_____

Participant Attestation

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement

By

Name _____

Title _____

_____

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK NA

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this 3rd day of May, 2011, ("Effective Date"), by and between Galveston County (the "Participant") and JPMorgan Chase Bank, N A or Chase Bank USA, N A , as may be determined from time to time, (the "Bank") each a national banking association

WITNESSETH.

as amended 11/9/10 (B)

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "Commercial Card Agreement") between City of Fort Worth (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I, and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows

1 **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement

2 **Mutual Obligations** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement as may be amended from time to time attached hereto as Exhibit I This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts

3 **Incentives** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed

4 **Notices** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other

To the Bank
JPMorgan Chase Bank, N A
300 South Riverside Plaza, Suite IL1-0199
Chicago, IL 60670-0199
Attn Commercial Card Contracts Manager

To the Participant
Galveston County
722 21st Street
Galveston, TX 77550
Attn Rufus Crowder

5 **Miscellaneous** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above

BANK:

By _____

Name _____

Title _____

PARTICIPANT:

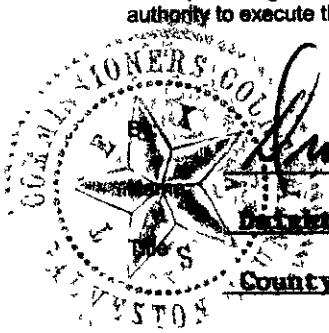
By Mark Henry

Name Mark Henry

Title County Judge

Participant Attestation

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement



Dwight D. Sullivan

County Clerk

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK:

By

Name

Title Vice President

PARTICIPANT:

By

Name Mark Henry

Title County Judge

Participant Attestation

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By

Name Dwight D. Sullivan

Title County Clerk

AGENDA ITEM #8

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

April 26, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Bid #B111039, Cleaning & Repainting the La Marque Pump Station Roller Gates

Gentlemen,

On April 21, 2011 bids were opened for Bid #B111039, Cleaning & Repainting the La Marque Pump Station Roller Gates, at which time three (3) bids were received from the following companies

• Charnock & Company, Inc	Hitchcock, Texas	$ 333,461.00
• NAES Turbine Services	Houston, Texas	$397,108 00
• DMS Painting, Inc	Pasadena, Texas	$475,300 00

The lowest responsible bid was received from Charnock & Company, Inc The County Engineer and I recommend that you award this bid to Charnock & Company, Inc

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From. Fitzgerald, Mike
Sent: Thursday, April 21, 2011 3 47 PM
To: Crowder, Rufus
Cc Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, Ken Clark (clarkken@juno.com), Grady, Patricia, Lewis, Roxann, Lopez, Renelle, Gilliam, Cindy, Mabry, Celia-Frances, McCullough, Darla, Dolato, Megan, Shelby, Ronald, Yearnd, Denise, Harding Layne
Subject: FW Scan from Xerox WorkCentre
Attachments. Scan001 PDF

Rufus, attached is the bid tabulation for Cleaning, Repairing and Repainting the La Marque Pump Station Roller Gates It is my recommendation that the project be awarded to the low responsible bidder, Charnock Company, per their bid of $333,461 00 An accompanying budget amendment of $30,345.00 will be needed.
The gate, gate guides, and wheel assemblies were corroded and in far worse condition than anticipated when the budget request was made in 2010 This increased the scope of work and cost from the original estimate of $100,000 No major gate work has been done on the La Marque pump Station since it was completed in 1985

Construction bid- $333,461
Welding inspection and testing- $45,000
Total project cost- $378,461

Funds available in
Acct 3373 296310 5734202- $348,116

Budget Amendment Needed- $ 30,345

-----Original Message-----
From ed06xer@co galveston tx us [mailto ed06xer@co galveston.tx.us]
Sent Thursday, April 21, 2011 9 16 AM
To Fitzgerald, Mike
Subject Scan from Xerox WorkCentre

Please open the attached document. It was sent to you using a Xerox WorkCentre

Sent by Guest [ed06xer@co galveston tx us] Number of Images 2 Attachment File Type PDF

WorkCentre Location 1\\Galveston\TX\USA\ Device Name ED06XER

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111039 - CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES

PREPARED BY ROD SHAUT **BID OPENING DATE APRIL 21, 2011, 10:00 A.M** **April 21, 2011**

				Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		NAES Corporation 7618 Bluff Point Dr Houston, Tx 77086		DMS Painting, Inc 5327 Pine Ave Pasadena, Tx 77503			
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
1	PREPARE SURFACE AND APPLY PROTECTIVE COATINGS ON STORM BAY ROLLER GATES & LIFT ASSEMBLIES AS SPECIFIED	EA	3	$23,000 00	$69,000 00	$37 362 00	$112,086 00	$23,000 00	$69,000 00		
2	FURNISH AND INSTALL CORROSION PROTECTION SYSTEM ON ROLLER GATES (12 PER GATE)	EA	36	$250 00	$9 000 00	$120 00	$4,320 00	$100 00	$3,600 00		
3	PROVIDE DIVER & CLEAN CHANNEL FOR STOP LOG PLACEMENT	EA	3	$5,000 00	$15 000 00	$5,556 00	$16,668 00	$2,400 00	$7,200 00		
4	DEWATERING BAY AND REPLACING ROLLER GATE SLOT RAILS AND CHANNELS AND ASSOCIATED HARDWARE, FASTENERS, CLIPS AND MISCELLANEOUS METALS (2 SLOTS PER GATE)	EA	3	$21,000 00	$63,000 00	$17 179 00	$51,537 00	$29,000 00	$87,000 00		

				Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		NAES Corporation 7618 Bluff Point Dr Houston, Tx 77086		DMS Painting, Inc 5327 Pine Ave Pasadena, Tx. 77503			
5	REPLACE NEOPRENE SEAL AND PLATE AND ASSOCIATED HARDWARE, FASTENERS, CLIPS AND MISCELLANEOUS METALS (1 PER GATE)	EA	3	$10,000 00	$30,000 00	$3,767 00	$11,301 00	$15,000 00	$45,000 00		
6	REPLACE ROLLER GATE WHEEL ASSEMBLIES AND ASSOCIATED HARDWARE, FASTENERS, CLIPS AND MISCELLANEOUS METALS (6 PER GATE)	EA	3	$31,000 00	$93 000 00	$42,332 00	$126,996 00	$72,000 00	$216,000 00		
7	PREPARE SURFACES AND APPLY PROTECTIVE COATINGS ON STOP LOG AS SPECIFIED	EA	1	$15,000 00	$15,000 00	$35,200 00	$35,200 00	$3,500 00	$3,500 00		
8	MOBILIZATION (3% MAX)	L S	1	$9,461 00	$9,461 00	$9,000 00	$9,000 00	$14,000 00	$14,000 00		
9	OWNER DIRECTED CHANGES (ALLOWANCE)	EA	1	$30,000 00	$30,000 00	$30,000 00	$30,000 00	$30 000 00	$30,000 00		
			TOTAL BID		**$333,461.00**		**$397,108 00**		**$475,300.00**		

BID NUMBER **B111039**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	Charenock & Company Inc.
SIGNATURE	P. Charenock
PRINT NAME	Peter Charenock
TITLE	President
ADDRESS	1140 Sailfish
CITY, STATE	Hitchcock Tx. 77563
ZIP	77563
TELEPHONE	409.935.3101
FAX NO	409.935.0286
DATE	4.20.2011
TAX I.D. No.	76-0595699

BID FORM

Charnock & Co.

CLEANING AND REPAINTING
THE LA MARQUE PUMP STATION ROLLER GATES

ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	Prepare Surfaces and Apply Protective Coatings On Storm Bay Roller Gates & Lift Assemblies As Specified (3 Gates)	Ea	3	twenty thivee thousand DOLLARS AND —— CENTS	23,000.-	69,000.-
2	Furnish And Install Corrosion Protection System On Roller Gates (12 Per Gate)	Ea.	36	two hundred fifty DOLLARS AND —— CENTS	250.-	9,000.-
3	Provide Diver & Clean Channel For Stop Log Placement	Ea	3	FIVE THOUSAND DOLLARS AND CENTS	5,000.-	15,000.-
4	Dewatering Bay And Replacing Roller Gate Slot Rails And Channels And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (2 Slots Per Gate)	Ea	3	twenty One thousand DOLLARS AND CENTS	21,000.-	63,000.-
5	Replace Neoprene Seal And Plate And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (1 Per Gate)	Ea	3	ten thousand DOLLARS AND CENTS	10,000.-	30,000.-
6	Replace Roller Gate Wheel Assemblies And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (6 Per Gate)	Ea	3	thirty One thousand DOLLARS AND CENTS	31,000.-	93,000.-
7	Prepare Surfaces and Apply Protective Coatings On Stop Log As Specified	Ea	1	fifteen thousand DOLLARS AND CENTS	15,000.-	15,000.-

000032

BID FORM

CLEANING AND REPAINTING
THE LA MARQUE PUMP STATION ROLLER GATES

8	Mobilization (3% Max)	L S	1	_____ DOLLARS AND_____ CENTS	9,461.-	9,461.-
9	Owner Directed Changes	Ea	1	**ALLOWANCE** DOLLARS AND_____ CENTS	$30,000.00	$30,000 00
					TOTAL BID:	# 333,461.-

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

000038

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 100,038.30

The cost of labor, profit, materials not in-place and all other charges $ 233,422.70

TOTAL: (Must agree with bid) $ 333,461.—

BID NUMBER **B111039**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	NAES CORPORATION
SIGNATURE	James Hughes
PRINT NAME	James Hughes
TITLE	General Manager
ADDRESS	7618 Bluff Point Drive
CITY, STATE	Houston, TX 77086
ZIP	77086
TELEPHONE	832-484-9400
FAX NO	832-484-9401
DATE	April 20, 2011
TAX I.D. No.	91-1111672

BID FORM

CLEANING AND REPAINTING
THE LA MARQUE PUMP STATION ROLLER GATES

ITEM NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	Prepare Surfaces and Apply Protective Coatings On Storm Bay Roller Gates & Lift Assemblies As Specified (3 Gates)	Ea	3	Thirty-seven thousand three hundred ~~sixty two~~ DOLLARS AND -00- CENTS	$37,362	$112,086
2	Furnish And Install Corrosion Protection System On Roller Gates (12 Per Gate)	Ea.	36	~~One hundred twenty~~ DOLLARS AND 00 CENTS	$120	$ 4,320
3	Provide Diver & Clean Channel For Stop Log Placement	Ea	3	Five thousand five fifty six DOLLARS AND -00- CENTS	$5556	$16,668
4	Dewatering Bay And Replacing Roller Gate Slot Rails And Channels And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (2 Slots Per Gate)	Ea	3	Seventeen thousand one seventy nine DOLLARS AND -00- CENTS	$17179	$51,537
5	Replace Neoprene Seal And Plate And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (1 Per Gate)	Ea	3	~~Three thousand seven sixty seven~~ DOLLARS AND -00- CENTS	$3767	$11,301
6	Replace Roller Gate Wheel Assemblies And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (6 Per Gate)	Ea	3	Forty two thousand, three thirty ~~two~~ DOLLARS AND -00- CENTS	$42,332	$126,996
7	Prepare Surfaces and Apply Protective Coatings On Stop Log As Specified	Ea	1	Thirty five thousand two hundred DOLLARS AND -00- CENTS	$35200	$35,200

0000032

BID FORM

CLEANING AND REPAINTING
THE LA MARQUE PUMP STATION ROLLER GATES

8	Mobilization (3% Max.)	L.S.	1	Nine thousand DOLLARS AND -00- CENTS	$9,000	$9,000
9	Owner Directed Changes	Ea.	1	ALLOWANCE DOLLARS AND CENTS	$30,000 00	$30,000.00
					TOTAL BID:	$397,108

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

000033

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 104,500
The cost of labor, profit, materials not in-place and all other charges	$ 292,608
TOTAL: (Must agree with bid)	$ 397,108

CONTRACT AWARD

CONTRACT FOR:
Cleaning and Repainting The La Marque Pump Station Roller Gates

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: 1076

Bid No: B111039

Contractor: NAES CORPORATION

The Specifications and Drawings are enumerated as follows:

Standard Specifications:

Cleaning and Repainting
The La Marque Pump Station Roller Gates – Technical Specifications

Special Provisions:

DRAWINGS: Attached U.S. Corps of Engineers Drawings S-2, S-6, S-9, S-11, S-14, S-28, S-49 Thru S-56

ADDENDA:

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Informational Drawings) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 90 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of _____

_____

Dollars and No/100 ($_____), payments to be made as described herein.

Performance Bond required: (x) yes ( ) no
Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on _____, 20___.

EXECUTED this ____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

_____

BY: _____
Signature - Title
James Hughes - General Manager
Printed Name

Copy 2

BID NUMBER **B111039**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	DMS PAINTING, INC.
SIGNATURE	M. Diane Kasvicis
PRINT NAME	M. DIANE KASVICIS
TITLE	PRESIDENT
ADDRESS	5327 PINE AVE.
CITY, STATE	PASADENA, TEXAS
ZIP	77503
TELEPHONE	281-991-7709
FAX NO	281-991-5680
DATE	4-21-2011
TAX I.D. No.	1-76-0511482-0

BID FORM

CLEANING AND REPAINTING
THE LA MARQUE PUMP STATION ROLLER GATES

ITEM NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	Prepare Surfaces and Apply Protective Coatings On Storm Bay Roller Gates & Lift Assemblies As Specified (3 Gates)	Ea	3	TWENTY THREE THOUSAND DOLLARS AND NO CENTS	23,000.00	69,000.00
2	Furnish And Install Corrosion Protection System On Roller Gates (12 Per Gate)	Ea.	36	ONE HUNDRED DOLLARS DOLLARS AND NO CENTS	100.00	3,600.00
3	Provide Diver & Clean Channel For Stop Log Placement	Ea.	3	TWO THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS	2,400.00	7,200.00
4	Dewatering Bay And Replacing Roller Gate Slot Rails And Channels And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (2 Slots Per Gate)	Ea	3	TWENTY NINE THOUSAND DOLLARS AND NO CENTS	29,000.00	87,000.00
5	Replace Neoprene Seal And Plate And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (1 Per Gate)	Ea.	3	FIFTEEN THOUSAND DOLLARS AND NO CENTS	15,000.00	45,000.00
6	Replace Roller Gate Wheel Assemblies And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (6 Per Gate)	Ea.	3	SEVENTY TWO THOUSAND DOLLARS AND NO CENTS	72,000.00	216,000.00
7	Prepare Surfaces and Apply Protective Coatings On Stop Log As Specified	Ea	1	THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	3,500.00	3,500.00

BID FORM

CLEANING AND REPAINTING
THE LA MARQUE PUMP STATION ROLLER GATES

8	Mobilization (3% Max.)	L.S.	1	FOURTEEN THOUSAND DOLLARS AND NO CENTS	14,000.00	14,000.00
9	Owner Directed Changes	Ea.	1	ALLOWANCE DOLLARS AND CENTS	$30,000.00	$30,000.00
					TOTAL BID:	475,300.00

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

000033

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 200,000.00

The cost of labor, profit, materials not in-place and all other charges $ 275,300.00

TOTAL: (Must agree with bid) $ 475,300.00

CONTRACT AWARD

CONTRACT FOR:
Cleaning and Repainting The La Marque Pump Station Roller Gates

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: 1076

Bid No: B111039

Contractor: DMS PAINTING, INC.

The Specifications and Drawings are enumerated as follows:

Standard Specifications:

Cleaning and Repainting
The La Marque Pump Station Roller Gates – Technical Specifications

Special Provisions:

DRAWINGS: **Attached U.S. Corps of Engineers Drawings S-2, S-6, S-9, S-11, S-14, S-28, S-49 Thru S-56**

ADDENDA: NA

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Informational Drawings) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 90 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of _____

_____
Dollars and No/100 ($_____), payments to be made as described herein.

Performance Bond required: (x) yes ( ) no
Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on _____, 20___.

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR
DMS PAINTING INC.

BY: M. Diane Kasvicius
Signature - Title
M. DIANE KASVICIUS
Printed Name

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

Transmittal

To: **Patricia Grady**

From: Mike Fitzgerald

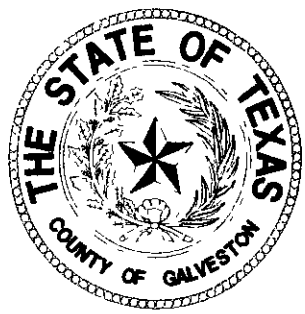
Date: May 16, 2011

Re: Cleaning & Painting the La Marque Pump Station Roller Gates

Cc: Dwight Sullivan

On May 3, 2011 the Commissioners' Court (agenda item no 8) awarded the above referenced project

Please have the Judge sign all four contracts in the places indicated Please let me know when they are ready and we will pick them up and deliver them to the County Clerk



COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

CLEANING AND REPAINTING

THE LA MARQUE PUMP STATION ROLLER GATES

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

CLEANING AND REPAINTING

THE LA MARQUE PUMP STATION ROLLER GATES

Engineer 3-23-11

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SECTION I

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instructions to Bidders

CONTENTS

SECTION	I	Invitation to Bid General Provisions Vendor Qualification Packet Instructions to Bidders
SECTION	II	Bid Proposal Contract Award
SECTION	III	Special Terms and Conditions Wage Rates & AIA Forms
SECTION	IV	General Terms and Conditions
SECTION	V	Specifications
SECTION	VI	Informational Drawings

BID #: B111039
OPEN: 04/21/2011
10:00 AM

INVITATION TO BID
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES

GALVESTON COUNTY, TEXAS

BID #B111039

The County of Galveston solicits bids on the following project:

Contract to furnish labor, equipment, materials and incidentals as required for
Bid #B111039, Cleaning and Repainting the La Marque Pump Station Roller Gates

Sealed bids in **sets of five, (one (1) original and four (4) copies)** will be received in the office of the County Purchasing Agent, until **10:00 AM** on **04/21/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on **04/21/2011 at 10:00 a.m.** in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope
Bid #B111039, Cleaning and Repainting the La Marque Pump Station Roller Gates

Bidder's name and return address should be on the outside of the envelope

Plans and specifications on compact disc may be obtained from the office of the Galveston County Engineer, 722 Moody, 1st Floor, Galveston, Texas 77550, 409-770-5399

There will be walk-thru meetings at the project site on April 7th and 14th, 2011 at 9 00 A.M

A $20.00 non refundable deposit shall be required for each set of plans and specifications.

Bids will be completed on the forms and proposal sheets provided.

Each bid must be accompanied by a Certified or Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within sixty (60) days from the date of bid opening, the bidder will enter into a contract and execute any required Performance and Payment Bonds.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids, and to accept bid or bids which, in its opinion, is most advantageous to the County.

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

BID#: B111039
OPEN: 04/21/2011
TIME: 10:00 AM

GENERAL PROVISIONS
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of five (5), one (1) original and four (4) copies,*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a bid If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions. Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions Otherwise, Bidders must adhere to the specifications when completing their submittals.

9. PRICING

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid

Cash discount must be shown on bid, otherwise prices will be considered net Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. TAX EXEMPTION

Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151.309 – 151 311, of the Texas Tax Code. The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements. Certificates may be issued upon request.

GENERAL PROVISIONS
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES
GALVESTON COUNTY, TEXAS

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year.

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

GENERAL PROVISIONS
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES
GALVESTON COUNTY, TEXAS

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids; to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received

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Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

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23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes.

A. Failure to use the bid form(s) furnished by the County, if applicable
B Lack of signature by an authorized representative that can legally bind the company on the bid form.
C Failure to properly complete the bid
D. Bids that do not meet the mandatory requirements.
E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

27. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent The decision of the Court will be final The Court need not consider protests unless this procedure is followed

28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids

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29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

A. For damages arising out of bodily injury to or death of one person in any one accident – ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS.
B For damages arising out of bodily injury to or death of two or more persons in any one accident – THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident – ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. BID BOND

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston The certified check or bid bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid.

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32. PERFORMANCE AND PAYMENT BOND(S)

V T.C.A , Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), to be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston. They shall be written on forms provided by the surety for public works projects in Texas A surety licensed to do business in the state of Texas must execute the bond

Bidders should familiarize themselves with the entire provisions of V.T C A , Chapter 2253 and the penalties provided for its violation before submitting their bid

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations·

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston.tx us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http·//www ethics.state tx.us/whatsnew/conflict_forms htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

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It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

34. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

35. NON-COLLUSIONAFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

36. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

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Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

37. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

GENERAL PROVISIONS
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Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

38. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A. Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax. (409) 765-2653

And to.

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev 1 2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following attached forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 ***office***
(409) 621-7987 ***fax***

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows·

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000 00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00)

This insurance shall be either on an occurrence basis or on a claims made basis Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262 011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

COUNTY of GALVESTON
Purchasing Department

rev 1 3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions Please type or print clearly when completing sections 1 thru 4 and return completed form to

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

1.

Business Name:	
Attention Line:	

2.

Physical Address:			
City:		State:	Zip+4:

3.

Billing / Remit Address:			
City:		State:	Zip+4

4.

Main Contact Person:	
Main Phone Number:	
Fax Number:	
E-mail Address:	

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

Form **W-9**
(Rev October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt or suite no)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN) If you do not have a number, see *How to get a TIN* on page 3

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S citizen or other U S person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN See the instructions on page 4

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U S person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U S exempt payee. If applicable, you are also certifying that as a U S. person, your allocable share of any partnership income from a U S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9

Definition of a U.S. person. For federal tax purposes, you are considered a U S person if you are

- An individual who is a U S citizen or U S resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301 7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax Therefore, if you are a U S person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U S. status and avoid withholding on your share of partnership income

The person who gives Form W-9 to the partnership for purposes of establishing its U S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U S owner of a disregarded entity and not the entity,

000021

- The U S grantor or other owner of a grantor trust and not the trust, and
- The U S trust (other than a grantor trust) and not the beneficiaries of the trust

Foreign person. If you are a foreign person, do not use Form W-9 Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U S tax on certain types of income However, most tax treaties contain a provision known as a "saving clause " Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U S resident alien for tax purposes

If you are a U S resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items

1 The treaty country Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien

2 The treaty article addressing the income

3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions

4 The type and amount of income that qualifies for the exemption from tax.

5 Sufficient facts to justify the exemption from tax under the terms of the treaty article

Example. Article 20 of the U S -China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States Under U S law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years However, paragraph 2 of the first Protocol to the U S -China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments This is called "backup withholding " Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators Real estate transactions are not subject to backup withholding

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if:

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding See the instructions below and the separate Instructions for the Requester of Form W-9

Also see *Special rules for partnerships* on page 1

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301 7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity You may enter any business, trade, or DBA name on the "Business name" line

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc)

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form

Generally, individuals (including sole proprietors) are not exempt from backup withholding Corporations are exempt from backup withholding for certain payments, such as interest and dividends

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding

The following payees are exempt from backup withholding:

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2 The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947

The chart below shows types of payments that may be exempt from backup withholding The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . .	THEN the payment is exempt for . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13 Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one) Do not enter the disregarded entity's EIN If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN. If you do not have a TIN, apply for one immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213 Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments The 60-day rule does not apply to other types of payments You will be subject to backup withholding on all such payments until you provide your TIN to the requester

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) Exempt payees, see *Exempt Payee* on page 2

Signature requirements. Complete the certification as indicated in 1 through 5 below

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form

3. Real estate transactions. You must sign the certification You may cross out item 2 of the certification

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6 Disregarded entity not owned by an individual	The owner
7 A valid trust, estate, or pension trust	Legal entity [4]
8 Corporate or LLC electing corporate status on Form 8832	The corporation
9 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10 Partnership or multi-member LLC	The partnership
11 A broker or registered nominee	The broker or nominee
12 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished

[2] Circle the minor's name and furnish the minor's SSN

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft

The IRS does not initiate contacts with taxpayers via emails Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484 You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www consumer gov/idtheft* or 1-877-IDTHEFT(438-4338)

Visit the IRS website at *www irs gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U S. possessions to carry out their tax laws We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism

You must provide your TIN whether or not you are required to file a tax return Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer Certain penalties may also apply

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B. 1491, 80th Leg , Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

INSTRUCTIONS TO BIDDERS

1. BID PACKAGE

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids

2. REVIEW

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contact the successful bidder will execute with the County

3. PRE-BID MODIFICATIONS

Any modification to any portion of this bid packet will be in writing in the form of addenda. All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids. Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received.

4. BID FORMS

All bids must be submitted on forms furnished by County.

5. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole

purpose of identifying the Bid Number for which the submission was made. The envelope will then be resealed. No liability will attach to a County officer or employee for the premature opening of a bid.

6. **TERM**

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award".

7 **AWARD OF BID**

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid. Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

8. **SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued.

9. **REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any Bidder determined to be not responsible.

10. **BID BOND**

Each Bidder will be required to furnish with his bid a Cashier's or Certified Check from any bank in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The certified check or Bid Bond will be returned to the unsuccessful Bidder(s) and to the successful Bidder on the completion of execution of all contract documents and the furnishing of any necessary payment and performance bonds and insurance certificates.

The bid bond or check will be forfeited to the County as liquidated damages should the successful Bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid.

11 **PERFORMANCE AND PAYMENT BOND**

V.T C A , Government Code Chapter 2253, requires a Performance Bond (for contracts in excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

The bond(s) are to be made payable to the County of Galveston. They shall be written on forms provided by the surety for public works projects in Texas. They shall also be executed by a surety and licensed to do business in Texas.

Bidders should familiarize themselves with the entire provisions of V.T.C.A., Chapter 2253 and the penalties provided for its violations before submitting their bid.

12. **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work.

13 **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151.309, Texas Tax Code.

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9.07 in lieu of the tax Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95.05 (effective October 2, 1968) or as hereafter amended.

SECTION II

Bid Proposal

Contract Award

✓ 4/21/11
TCAS
Galv. Co. Engr. Dept.

BID NUMBER **B111039**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	Charenock & Company Inc.
SIGNATURE	P. Charenock
PRINT NAME	Peter Charenock
TITLE	President
ADDRESS	1140 Sailfish
CITY, STATE	Hitchcock Tx. 77563
ZIP	77563
TELEPHONE	409.935.3101
FAX NO	409.935.0286
DATE	4.20.2011
TAX I.D. No.	76-0595699

BID FORM

Chavenock & Co.

CLEANING AND REPAINTING
THE LA MARQUE PUMP STATION ROLLER GATES

ITEM NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	Prepare Surfaces and Apply Protective Coatings On Storm Bay Roller Gates & Lift Assemblies As Specified (3 Gates)	Ea	3	twenty three thousand DOLLARS AND ——— CENTS	23,000.-	69,000.-
2	Furnish And Install Corrosion Protection System On Roller Gates (12 Per Gate)	Ea.	36	two hundred fifty DOLLARS AND ——— CENTS	250.-	9,000.-
3	Provide Diver & Clean Channel For Stop Log Placement	Ea	3	FIVE THOUSAND DOLLARS AND CENTS	5,000.-	15,000.-
4	Dewatering Bay And Replacing Roller Gate Slot Rails And Channels And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (2 Slots Per Gate)	Ea	3	twenty one thousand DOLLARS AND CENTS	21,000.-	63,000.-
5	Replace Neoprene Seal And Plate And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (1 Per Gate)	Ea	3	ten thousand DOLLARS AND CENTS	10,000.-	30,000.-
6	Replace Roller Gate Wheel Assemblies And Associated Hardware, Fasteners, Clips And Miscellaneous Metals (6 Per Gate)	Ea.	3	thirty one thousand DOLLARS AND CENTS	31,000.-	93,000.-
7	Prepare Surfaces and Apply Protective Coatings On Stop Log As Specified	Ea	1	fifteen thousand DOLLARS AND CENTS	15,000.-	15,000.-

000032

BID FORM

CLEANING AND REPAINTING
THE LA MARQUE PUMP STATION ROLLER GATES

8	Mobilization (3% Max)	L.S.	1	DOLLARS AND CENTS	9,461.-	9,461.-
9	Owner Directed Changes	Ea	1	**ALLOWANCE** DOLLARS AND CENTS	$30,000.00	$30,000.00
					TOTAL BID:	$ 333,461.-

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

000039

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 100,038.30
The cost of labor, profit, materials not in-place and all other charges	$ 233,422.70
TOTAL: (Must agree with bid)	$ 333,461.—

CONTRACT AWARD

CONTRACT FOR:
Cleaning and Repainting The La Marque Pump Station Roller Gates

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: 1076

Bid No: B111039

Contractor. CHARNOCK & COMPANY, INC.

The Specifications and Drawings are enumerated as follows:

Standard Specifications

Cleaning and Repainting
The La Marque Pump Station Roller Gates – Technical Specifications

Special Provisions

DRAWINGS **Attached U.S. Corps of Engineers Drawings S-2, S-6, S-9, S-11, S-14, S-28, S-49 Thru S-56**

ADDENDA:

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Informational Drawings) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents

Time of Completion: The Contractor shall complete the work within 90 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract

The Contract Sum. The County shall pay the Contractor for performance of the Contract, the sum of Three Hundred Thirty-Three Thousand Four Hundred Sixty-One Dollars and No/100 ($ 333,461 00), payments to be made as described herein

Performance Bond required: (x) yes ( ) no
Payment Bond required (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on May 3, 2011

EXECUTED this 18 day of May, 2011

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR
Charnock & Company Inc.

BY: _____ Pres.
Signature - Title

Peter Charnock
Printed Name

SureTec Insurance Company

5000 Plaza on the Lake, Suite 290
Austin, Texas 78746
512-732-0099

TEXAS STATUTORY PERFORMANCE BOND

Bond No 5109334

KNOW ALL MEN BY THESE PRESENTS

THAT, Charnock & Company, Inc (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Galveston County (hereinafter called the Obligee), in the amount of Three Hundred Thirty Three Thousand Four Hundred Sixty One and No/100 Dollars ($333,461 00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 3RD day of MAY, 2011 for Bid #B111039, Cleaning and Repainting the La Marque Pump Station Roller Gates, which contract is hereinafter referred to as the "Contract "

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void, otherwise to remain in full force and effect,

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 3RD day of MAY, 2011

Principal Charnock & Company, Inc

By _____

Surety **SureTec Insurance Company**

By _____
Kelly J Brooks, Attorney-in-Fact

Please refer to Attached Rider for Important Notices and Coverage Information

SureTec Insurance Company

5000 Plaza on the Lake, Suite 290
Austin, Texas 78746
512-732-0099

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No 5109334

KNOW ALL MEN BY THESE PRESENTS

THAT, Charnock & Company, Inc (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Galveston County (hereinafter called the Obligee), in the amount of Three Hundred Thirty Three Thousand Four Hundred Sixty One and No/100 Dollars ($333,461 00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 3RD day of MAY, 2011 for Bid #B111039, Cleaning and Repainting the La Marque Pump Station Roller Gates, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void, otherwise to remain in full force and effect,

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 3RD day of MAY, 2011

Principal Charnock & Company, Inc.

By _____

Surety **SureTec Insurance Company**

By Kelly J. Brooks
Kelly J Brooks, Attorney-in-Fact

Please refer to Attached Rider for Important Notices and Coverage Information

POA # 4221062

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C A McClure, Kelly J Brooks, Kenneth L Meyer

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000 00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises Said appointment shall continue in force until 12/31/12 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D 2008.

SURETEC INSURANCE COMPANY

By: _____
B.J. King, President

State of Texas ss
County of Harris

On this 28h day of October, 2008 before me personally came B J King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order

Michelle Denny
Notary Public
State of Texas
Expires August 27, 2012

_____
Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, 20____, A.D

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity
For verification of the authority of this power you may call (713) 812-0800 any business day between 8 00 am and 5:00 pm CST

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
Statutory Complaint Notice

To obtain information or make a complaint
You may call the Surety's toll free telephone number for information or to make a complaint at 1-866-732-0099
You may also write to the Surety at

SureTec Insurance Company
5000 Plaza on the Lake, Suite 290
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439

You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

PREMIUM OR CLAIM DISPUTES Should you have a dispute concerning your premium or about a claim, you should contact the Surety first If the dispute is not resolved, you may contact the Texas Department of Insurance

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Important Notice Regarding
Terrorism Risk Insurance Act of 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety SureTec Insurance Company, U S Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties")

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars ($0 00)

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document

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Exclusion of Liability for
Mold, Mycotoxins, and Fungi

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2010

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

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

PRODUCER Galveston Insurance Associates 6025 Heards Ln P.O. Box 16767 Galveston TX 77552-6767	CONTACT NAME: Deidre Stevens PHONE (A/C, No, Ext): (409) 740-1251 FAX (A/C, No): (409) 740-0513 E-MAIL ADDRESS: deidre.stevens@gia-tx.com PRODUCER CUSTOMER ID #: 00000767
INSURED Charnock And Company, Inc. 1140 Sailfish Bayou Vista TX 77563	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: United Fire Lloyds — 43559 INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1011501079 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS			12018701	7/7/2010	7/7/2011	BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS						Underinsured motorist	$ Included
	[ ] NON-OWNED AUTOS						Uninsured motorist combined	$ 75,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]	N/A		SBP0001092701	10/20/2010	10/20/2011	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

COUNTY OF GALVESTON
722 MOODY
GALVESTON, TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Garry Kaufman/MEI President

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The ACORD name and logo are registered marks of ACORD

11/07/10

PRODUCER
INSURANCE SERVICES
2626 SOUTH LOOP WEST, SUITE 240
HOUSTON, TEXAS 77054
(713) 666-7878
(713) 666-7856 FAX

INSURED
CHARNOCK & COMPANY, INC
1140 SAILFISH
BAYOU VISTA, TEXAS 77563
(409)935-3101
(409)935-0286 FAX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY A: TRAVELERS INDEMNITY/SU
COMPANY B:
COMPANY C:
COMPANY D:

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☐ OWNER'S AND CONTRACTOR'S PROT	NTX087554-1	11/07/10	11/07/11	GENERAL AGGREGATE	$2,000,000 00
					PRODUCTS-COMP/OP AGG	$2,000,000.00
					PERSONAL AND ADV INJURY	$2,000,000.00
					EACH OCCURRENCE	$2,000,000 00
					FIRE DAMAGE (Any one fire)	$ 50,000 00
					MED EXP (Any one person)	$ 5,000 00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY	$
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE. ☐ INCL ☐ EXCL				STATUTORY LIMITS	$
					EACH ACCIDENT	$
					DISEASE-POLICY LIMIT	$
					DISEASE-EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
GENERAL CONTRACTOR
*GALVESTON COUNTY IS ALSO LISTED AS AN ADDITIONAL INSURED

*GALVESTON COUNTY
722 MOODY
GALVESTON, TEXAS 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE
B Simmons

SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR:

Cleaning And Repainting The La Marque Pump Station Roller Gates

In the event of a conflict between any provision of these Special Terms and Conditions and any other section or provision of this bid package or a contract awarded under this bid, the Special Terms and Provisions control. If you need additional information, contact the Project Administrator.

Qualified bids or exceptions to the bids are not allowed.

SCOPE OF WORK:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to: Remove and blast clean and paint all three storm bay roller gates and the gate lift assemblies steel surfaces (both sides including edges). Replace gate roller wheel assemblies; the bottom neoprene seals and associated plates and hardware; roller gate slot rails, channels and associated hardware; and thirty-six (36) 12 pound zinc anodes, 12 per gate. Blast clean and paint the stop log. This contract shall cover all supervision, materials, equipment, labor and incidentals to perform this work as specified herein.

The work to be performed will be administered by the County's Program Administrator, who, for purposes of this Contract is:

Name: G. Michael Fitzgerald, P.E., County Engineer
Address: 722 Moody, Galveston, Texas 77550
Telephone No.: (409) 770-5399

GENERAL

Before approval of final payment and release of retainage the Contractor shall execute the following forms and deliver them to the County:

AIA Form G706 – Contractors Affidavit of Payment of Debts and Claims
AIA Form G706 A – Contractors Affidavit of Release of Liens
AIA Form G707 – Consent of Surety to Final Payment
AIA Form G707 A – Consent of Surety to Reduction in or Partial Release of Retainage (if applicable)

SUBMITTALS

The Contractor will be required to make submittals on all materials and welding procedures for pre-delivery approval.

PRE-BID MEETING

There will be walk-thru meetings at the site on **April 7 and 14, 2011 at 9:00 A.M.**

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

MATERIALS TESTING

All tests, except those associated with OSHA requirements for work in a leaded environment, to be performed and their associated costs will be coordinated and paid for by Galveston County. Should re-testing be required because of failure to meet required specifications, the Contractor shall bear the cost of re-testing. The same testing lab will be used on re-tests. 24 hours notice shall be given by the Contractor to the Owner for any necessary sampling, testing and inspection. Failure to notify shall render the work to be non-compliant with the specifications.

LIQUIDATED DAMAGES

Liquidated damages in the amount of **Five Hundred** dollars (**$500.00**) per day will be assessed for each day beyond the time of completion that the work is not substantially complete.

TIME OF COMPLETION

Time of Completion of this project is **90** calendar days from the date of the Notice to Proceed.

SUSPENSION OF WORK

In case of suspension of work for any cause, the contractor shall be responsible for the preservation of all materials

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project.

EXPERIENCE

All bidders must have done a like project within the last two years.

EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly.

PROTECTION

ANY damage to adjacent property or equipment shall be repaired at the Contractor's expense. If necessary, the Contractor shall provide temporary protective covers for equipment to minimize damage from sandblasting operations

CLEAN UP

The Contractor shall be responsible for clean up of the work areas. The site shall be left in a clean, neat and presentable condition at the end of each working day.

Upon completion of the project, the Contractor is responsible for cleaning the **ENTIRE** area of all sand and paint residue. This includes cleaning all equipment of all grit, paint or dirt that may remain after the work is complete.

FIELD CONDITIONS

All bidders are encouraged to visit the site prior to submitting bids and verify field conditions which may affect the work. Contact Mr. Lane Harding at 409-789-2217 to arrange an on-site visit.

SURFACE PREPARATION

It shall be the Contractor's responsibility to prepare all metal surfaces as specified. This includes the underside and backside of all steel members, all connections, welded seams and joints, fillets, gusset plates, grooves, bolts, etc. Power or hand tool cleaning and chipping may be necessary in the brace joints and other tight areas where rust exists prior to the final cleaning specified.

LEAD BASED PAINT REMOVAL

This is a lead based paint removal project and the Contractor will be required to meet the rules and regulations for worker safety in a leaded environment. These rules and regulations include but are not limited to the following: 29 CFR 1926.62. The

Contractor shall provide documentation that he will comply with these regulations before the work begins and the Contractor will provide written documentation that he complied with them after the work is done. Any work needed to comply with work in a leaded environment shall be incidental to the various pay items and no separate payment shall be made for same.

RAISING AND LOWERING OF GATES

In the event a rising or falling tide necessitates lowering or moving of the gates and/or inclement weather or a "Hurricane Watch" is issued, the Contractor shall cease work immediately, secure and/or remove all equipment and cooperate with the County Seawall Department. Delays due to operation of the tide control facility shall not be a basis of claim for the Contractor as these will occur from time to time during the course of the project. When not in use the gates are usually in the down position. If the County is able to raise or lower the gates to assist the Contractor, it will endeavor to do so.

SEQUENCE OF WORK

The work is to be sequential. Each gate is to be removed and worked on individually. When work is complete on the first gate it is to be placed back in operation and work on the second gate can start. Upon completion of the work the second gate is to be placed back in operation and work shall start on the third gate. When the work on all three gates has been completed and they are all back in operation the stop log shall be blast cleaned and painted.

There is a stop log on-site for use in isolating the gates and de-watering the bays. A crane will be needed to lift and move the stop log. A diver will be required to clean each stop log channel prior to placing the stop log. After the stop log is in place and sealed to prevent seepage work can begin on the gate

INDIVIDUAL GATE WORK SEQUENCE

The Contractor shall remove the gate. The gate roller wheel assemblies, neoprene seals and plates, and zinc anodes shall be removed from the gate. The gate can then be blast cleaned and painted. While this work is occurring the roller gate slot rails and channels can be removed and replaced.

After the gate has been cleaned and painted the new roller wheel assemblies, new neoprene seals and plates and new zinc anodes shall be installed.

The gate shall then be installed in the bay and placed back in operation. Work shall then commence on the next gate.

SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract follow:

GENERAL DECISION: TX20100080 03/12/2010 TX80

Date: March 12, 2010
General Decision Number: TX20100080 03/12/2010

Superseded General Decision Number: TX20080080

State: Texas

Construction Type: Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas.

BRAZORIA, FORT BEND, GALVESTON, HARRIS, MONTOGOMERY, AND WALLER COUNTIES: FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work; Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

MATAGORDA & WHARTON COUNTIES ONLY:
FLOOD CONTROL AND WATER AND SEWER LINES, including: Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds, Pumping Stations (prefabricated drop- in not building), Revetments, Sewage Collection and Disposal Lines, Sewers (Sanitary, Storm, etc.), Shoreline Maintenance Water Mains and Water Supply Lines (not incidental to building).

Modification Number	Publication Date
0	03/12/2010

* SUTX1998-009 03/26/1998

	Rates	Fringes
ASPHALT DISTRIBUTOR	$ 9.47	
Asphalt Paving Machine	$ 10.05	
Asphalt Raker	$ 8.28	
Asphalt Shoveler	$ 7.45	
Batching Plant Weigher	$ 11.11	
Broom or Sweeper Operator	$ 8.01	
Bulldozer	$ 9.91	
CARPENTER	$ 10.35	
Concrete Curbing Mach	$ 8.80	
Concrete Finisher-Paving	$ 9.87	

Concrete Finisher-Structures.....$ 9.86

Concrete Finishing Machine.....$ 11.79

Concrete Joint Sealer.....$ 10.50

Concrete Paving Float.....$ 9.30

Concrete Paving Saw.....$ 10.01

Concrete Paving Spreader.....$ 9.32

Concrete Rubber.....$ 9.00

Crane, Clamshell, Backhoe,
Derrick, Dragline, Shovel.....$ 11.35

Crusher or Screening Plant
Operator.....$ 11.00

ELECTRICIAN. .....$ 16.15

Flagger..... .....$ 7.25

Form Builder (Structures).....$ 9.96

Form Liner - Paving & Curb.....$ 9.03

Form Setter (PAVING/CURB).....$ 8.86

Form Setter-Structures.....$ 9.05

Foundation Drill Operator,
Crawler Mounted.....$ 12.59

Foundation Drill Operator,
Truck Mounted.....$ 12.73

Front End Loader.....$ 9.29

Labor Common.....$ 7.45

Laborer-Utility.....$ 8.53

Lineperson.....$ 7.50

MANHOLE BUILDER (Brick).....$ 8.49

MECHANIC.....$ 11.38

Milling Machine Operator.....$ 10.43

Mixer.....$ 7.94

Motor Grader
FINE GRADE.....$ 11.11
Other.....$ 10.67

Oiler.....$ 9.56

000044

Painter-Structures.....$ 14.00

Pavement Marking Machine.....$ 7.45

Piledriver.....$ 10.96

Pipe layer.....$ 8.49

Reinforcing Steel Setter
Paving.....$ 12.50

Reinforcing Steel Setter
Structures.....$ 12.47

Roller, Pneumatic, Self
Propelled.....$ 7.96

Roller, Steel Wheel Other
Flatwheel or Tamping.....$ 7.61

Roller, Steel Wheel Plant Mix
Pavements.....$ 9.25

Scraper.....$ 8.69

Servicer.....$ 9.51

SIGN ERECTOR.....$ 10.06

Sign Installer..... .$ 7.45

Slipform Machine Operator.....$ 9.20

Spreader Box Operator.....$ 9.08

Steelworker Structural.....$ 10.35

Tractor-Crawler Type.....$ 10.12

Tractor-Pneumatic.....$ 8.99

Traveling Mixer.....$ 9.35

Trenching Machine, Heavy.....$ 13.56

Trenching Machine, Light.....$ 10.50

Truck Driver Lowboy Float.....$ 11.29

Truck Driver Single Axle Heavy...$ 8.76

Truck Driver Single Axle,
Light.....$ 8.15

Truck Driver Tandem Axle
Semi-Trailer.....$ 8.00

Wagon Drill, Boring Machine.....$ 10.15

WELDER.....$ 10.43

Work Zone Barricade.....$ 7.45

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR

CONTRACT DATE.

PROJECT
(name, address)

State of:

County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.
   Indicate attachment (yes) (no).

The following supporting documents should be attached hereto if required by the Owner

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

3 Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR

Address.

BY

Subscribed and sworn to before me this

day of 19

Notary Public:

My Commission Expires

000048

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR.

CONTRACT DATE

PROJECT:
(name, address)

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above

EXCEPTIONS (If none, write "None" If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR

Address:

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT:
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR.

CONTRACT DATE·

CONTRACTOR

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 19

Surety Company

Signature of Authorized Representative

Attest:
(Seal).

Title

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707 A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, th
(here insert name and address of Surety as it appears in the bond)

, SURET

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOF

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Sure
of any of its obligations to (here insert name and address of Owner)

, OWNE

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 19

Surety

Signature of Authorized Representative

Attest:
(Seal)

Title

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. **COUNTY AS OWNER**

The word "County" in this contract refers to the County of Galveston

2 **CONTRACTOR**

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract

3. **PROGRAM ADMINISTRATOR**

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract.

4. **STATUS OF CONTRACTOR**

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston.

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress

5 **ASSIGNMENT AND SUBLETTING**

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

6. **EQUAL OPPORTUNITY**

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

7. **CONTRACT**

This contract consists of the following documents; Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

8 **DISCREPANCIES AND OMISSIONS**

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work Such definition shall be final and binding on Contractor

9 **COLLATERAL CONTRACT**

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

10 **TIME**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator.

11 **TIME AND ORDER OF COMPLETION**

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award.

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment.

12. **EXTENSION OF TIME**

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

13. **LOSSES FROM NATURAL CAUSES**

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost

14 **KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times

15. **PERFORMANCE OF WORK**

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

16. **STORAGE AND CLEANUP**

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work.

17 **WORKING HOURS**

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract.

18. **WORKSITE SECURITY**

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following:

a) its employees;
b) employees of subcontractors;
c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator; and
d) agents and/or employees of the County.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

19. **ALCOHOL/DRUG FREE WORKPLACE**

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited Violation of this requirement shall constitute grounds for immediate termination of the contract.

20. **LABOR**

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost.

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination

clause.

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part.

21. **WAGE RATES**

This Contract is a Public Works Contract governed by V.T.C.A., Government Code, Chapter 2258 That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq) are used in this contract and are incorporated and made a part hereof

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area

Contractor acknowledges that.

A) Pursuant to V.T C A., Government Code §2258 022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of $60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract; and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker The record shall be open at all reasonable hours to inspection by the officers and agents of the County

Contractor represents it has read this law and the penalties provided prior to entering into this agreement.

22. **UTILITIES**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

23. **PARKING**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

24. **FIRE AND SAFETY**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site

25. **CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator.

26. **INSURANCE**

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage:

1) Workmen's Compensation
   a State Statutory
   b Applicable - Statutory

2) Comprehensive General Liability (including Premises – Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage)
   a Bodily Injury –
      $100,000.00 each person, each occurrence
      $300,000.00 Aggregate, each occurrence
   b. Property Damage including loss of use –
      $100,000.00 Each occurrence
   c. Products and Completed Operations to be maintained for 1 year after Final Payment
   d Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a. Bodily Injury
      $100,000.00 Each Person
      $300,000.00 Each occurrence
   b. Property Damage
      $100,000 00 Each occurence

4) Personal injury, with Employment Exclusion deleted:
   $100,000 00 Each occurence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles).
   a. Bodily Injury
      $100,000 00 Each Person
      $300,000.00 Each occurrence
   b. Property Damage
      $100,000.00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation

The above requirements do not establish limits of Contractor's liability

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage.

Such insurance is to be provided at the sole cost of Contractor.

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents.

The County shall be named as "additional insured" on such policies as are specified above.

The County reserves the right to require additional insurance should it be deemed necessary

27. **SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced.

28. **DAILY CLEANUP**

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations. Materials which are stored on-site shall be stored in an orderly manner. Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed. Truck hauling materials must be covered to keep materials from littering streets.

29. **FINAL GRADING**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface

30 **RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County.

31 **INSPECTION**

County reserves the right to inspect the work done by Contractor at any time.

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications.

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time. Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work.

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed.

32. **DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

33. **SUBSTANTIAL COMPLETION**

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work. Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same.

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken; however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

34. **FINAL COMPLETION AND ACCEPTANCE**

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate.

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied.

35. **PARAGRAPH 35 HAS BEEN DELETED**

36. **PROGRESS PAYMENTS AND RETAINAGE**

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose. Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed. Applications for payment shall be made monthly by Contractor.

The County shall then pay the Contractor per the provisions of Texas Government Code, Chapter 2251, on or before 30 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement.

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contact equals Ninety Five Percent (95%) of the total contract amount.

37 ESTIMATED QUANTITIES

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals

38 CHANGES AND ALTERATIONS

Contractor further agrees that Program Administrator may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case Program Administrator shall

make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

39 **EXTRA WORK**

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator: subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices, or
Method (b) - By agreed lump sum: or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Program Administrator or by him agreed. The Program Administrator may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work

Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

40. **FINAL PAYMENT**

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract; and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work.

41 **HINDRANCES AND DELAYS**

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor

42. **TIME OF FILING CLAIMS**

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception. The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing.

43 LIQUIDATED DAMAGES FOR DELAY

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay

44. ABANDONMENT BY CONTRACTOR

Should Contractor fail to start or resume work within ten (10) days after written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate

45. TERMINATION

County may terminate this Contract:

i. immediately by giving written notice, if Contractor breaches its obligation under the Contract; or
ii with or without cause, after giving 30 days written notice of termination to Contractor

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed. The amount of such payment will be determined by the Program Administrator.

46. SALVAGE

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the Program Administrator. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

47 **COMPLIANCE WITH CODES**

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work

48. **INDEMNITY**

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and it officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract.

49. **PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES**

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of equipment, and all supplies incurred in the performance of this contract Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails to do so, then County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims

50. **PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT**

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County.

51. **LAWS AND ORDINANCES**

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

52. **WARRANTY**

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

53. **PERMITS AND LICENSES**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

54. **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows
to County at·

Hon Mark Henry, County Judge
Galveston County Courthouse, 2nd floor
Galveston, TX 77550
Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal.

55. **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence.

56. **APPLICABLE LAWS**

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting.

57. **ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. A prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. A subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners' Court.

58. **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable.

59. **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall be exclusively in Galveston County.

60. **LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

61. **EMPLOYMENT VERIFICATION**

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all

reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/or Subcontractor paying the County the amount of $60 00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

PROJECT:
Cleaning And Repainting The La Marque Pump Station Roller Gates

COUNTY: **Galveston**

"The enclosed specifications, special provisions, special specifications, general notes and specification data in this document have been selected by me or prepared under my responsible supervision as being applicable to this project."

Mike Fitzgerald

G. Michael Fitzgerald, P.E.
County Engineer

3-23-11

Date

GENERAL NOTES AND SPECIFICATION DATA

1 The contractor shall carefully examine the drawings and specifications, visit the site of this work, and check the proposed locations of all new work. The contractor shall inform himself, in detail, as to all existing conditions, limitations, available clearances, and shall thoroughly check all facilities

2. The Contractor shall be responsible for obtaining and furnishing all permits and licenses, City, County, State or Federal as are required for the performance of this contract

3 The drawings and specifications are correlative and have equal authority and priority. Should they disagree in themselves, or with each other, base the bids on the most expensive combination of quality and quantity of the work indicated The Engineer will clarify the project requirements in the event of the above mentioned disagreements.

4 All debris, as directed by the Engineer, shall become the property of the Contractor

5 All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental and no separate payment shall be made for same.

6 Where a material or product is referred to by a manufacturer's brand or trade name, it is for the purpose of establishing a standard or quality. Similar materials or products of equal quality (meeting design requirements) from other manufacturer's will be given due consideration provided they are submitted to and approved by the Engineer as per the provisions of the general conditions.

7. **ANY** damage to adjacent property or equipment shall be repaired at the Contractor's expense.

   If necessary, the Contractor shall provide temporary protective covers for equipment to minimize damage from sandblasting operations.

8. The Contractor shall be responsible for clean up of the work areas. The site shall be left in a clean, neat and presentable condition at the end of each working day

   Upon completion of the project, the Contractor is responsible for cleaning the **ENTIRE** area of all sand and paint residue This includes cleaning all equipment of all grit, paint or dirt that may remain after the work is complete.

9. All materials, fabrication and construction shall be exactly as shown on the attached Corps of Engineers drawings. This includes the locations, sizes and types of welds

10 Unless otherwise shown on the drawings all metal shall be stainless steel Gr. 316 or better

11 The Contractor shall certify that the qualification of welders and welding operators and tack welders who will perform structural steel welding have been qualified for the particular type of work to be done in accordance with the requirements of AWS D1.1/D1 1M, Section 5, or ASME BPVC SEC IX, Section IX, prior to commencing fabrication. The certificate shall list the qualified welders by name and shall specify the code and procedures under which qualified and the date of qualification. Prior qualification will be accepted if welders have performed satisfactory work under the code for which qualified within the preceding three months. The Contractor shall require welders to repeat the qualifying tests when their work indicates a reasonable doubt as to proficiency. Those passing the requalification tests will be recertified Those not passing will be disqualified until passing. All expenses in connection with qualification and requalification shall be borne by the Contractor.

12. The Contractor shall field measure all work prior to fabrication to ascertain exact dimensions and proper fit.

13 All work shall be complete in place and operational prior to payment for the specified pay items

CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES

TECHNICAL SPECIFICATIONS

1.0 SCOPE OF PROJECT

This specification covers the surface preparation and painting of the La Marque Pump Station roller gates, stop log and motorized gate lift assemblies.

1.1 Cleaning and Surface Preparation

All surfaces as specified shall be High-Pressure Water Cleaned (HPWC) with all areas of corrosion and peeling paint prepared in accordance with SSPC-SP10/NACE 2 Near White Blast Cleaning (or) SSPC-SP12/NACE 5 High Pressure Water Jetting (HP WJ).

2.0 MATERIAL DESCRIPTION

2.1 The coating system for all steel surfaces on this project shall incorporate a three-coat, single-component, moisture-cure urethane system consisting of a micaceous iron oxide/zinc-rich primer stripe coat and full prime coat, an intermediate coat and topcoat in accordance with section 3.0 physical properties.

2.2 All steel coating products furnished for this project shall be manufactured by the same manufacturer and shall be compatible with one another.

2.3 The manufacturer of all proposed coatings must certify their coatings comply with all the relevant requirements of the project specification.

2.4 The manufacturer must certify the protective coatings can be applied in relative humidity as high as 99% in temperature as low as 20 degrees F, and that there is no restriction on the dew point temperature differential if the surface is visibly dry and free of condensate. The surface must be verified to be free of any frozen water products by an approved third party inspector when application is below 33 degree F. The use of a 20X-power magnifier is recommended

2.5 All paint shall be prepared at the factory ready for application. The addition of thinner or other material to the paint after the paint has been shipped shall not be permitted, except as recommended by the manufacturer and by permission of the Engineer. Contractor shall furnish paint manufacturer's certification that the paint complies with paint system requirements specified.

2.6 Tinting – All tinting materials required shall be added to the paint at the time of paint manufacturer. Field tinting shall not be allowed without approval.

2.7 All containers shall be labeled showing the exact title of the paint, the

manufacturer's name, date of manufacture, the manufacturer's batch number, and the specification number and the lot number if appropriate. Containers shall be packaged in new approved cans.

2.8 Precautions concerning the handling and application of paint shall be shown on the label of paint and solvent containers.

3.0 PHYSICAL PROPERTIES

Coatings supplied shall conform to the following minimum requirements:

3.1 PRIMER STRIPECOAT

Generic Type:	Micaceous Iron Oxide (MIO)*/Zinc-rich, single-component, Moisture-cure polyurethane
Vehicle Type:	Moisture-cure polyurethane
Volume Solids:	60% minimum
Pigment Type:	Zinc Dust and Micaceous Iron Oxide
Dry film thickness:	2-3 mils (75 um) DFT minimum
VOC:	<2.8 lb/gal (340 g/l)
Weight Per Gallon	Minimum 20 lb/gal (2.38 kg/l)

3.2 FULL PRIME COAT

Generic Type:	Micaceous Iron Oxide (MIO)*/Zinc-rich, single-component, Moisture-cure polyurethane
Vehicle Type:	Moisture-cure polyurethane
Volume Solids:	60% minimum
Pigment Type:	Zinc Dust and Micaceous Iron Oxide
Dry film thickness:	3 mils (75 um) DFT minimum
VOC:	<2.8 lb/gal (340 g/l)
Weight Per Gallon.	Minimum 20 lb/gal (2 38 kg/l)

3.3 INTERMEDIATE COAT

Generic Type:	Micaceous Iron Oxide (MIO)* filled, single-component, moisture-cure polyurethane
Vehicle Type:	Moisture-cure polyurethane
Volume Solids:	60% minimum
Pigment Type:	Minimum 3.0 lb/gal MIO
Color:	Tinted to distinguish from primer and topcoat.
Dry film thickness:	3 mils (75 um) DFT minimum
VOC:	<2.8 lb/gal (340 g/l)
Weight Per Gallon:	Minimum 12.5 lb/gal (1.5 kg/l)

3.4 TOPCOAT

Generic Type:	Micaceous Iron Oxide (MIO)* filled, single-component, moisture-cure aliphatic polyurethane
Vehicle Type:	Moisture-cure aliphatic polyurethane
Volume Solids:	60% minimum (50% where approved)
Pigment Type:	Minimum 2.5 lb/gal MIO depending on color
Finish:	Matte
Color:	To be specified by the engineer
Dry film thickness:	3 mils (75 um) DFT minimum
VOC:	<2.8 lb/gal (340 g/l) @ 62% Solids Or <3.5 lb/gal (420 g/l) @ 52% Solids
Weight Per Gallon:	12.0 lb/gal (1.44 kg/l) @ 62% Solids Or 11.5 lb/gal (1.38 kg/l) @ 52% Solids

- All Micaceous Iron Oxide products shall conform to ASTM D5532-94, Type 1, and have a Certificate of Conformance.

4.0 PERFORMANCE PROPERTIES

The system identified in this specification meets or exceeds the following test requirements (all proposed equivalents must certify compliance to same requirements):

4.1 CORROSION RESISTANCE, ASTM B117, SALT SPRAY TEST

Must pass 4000 hours minimum with less than 2mm creep form scribe. Panels must be 1/8 inch cold rolled steel minimum, having SSPC-SP10 Near White Blast with 1-2 mils angular profile.

4.1 ACCELERATED WEATHERING, ASTM G53

Must pass 400 hours QUV B bulb with no chalking, cracking, or gloss loss greater than 20 %.

4.3 FORWARD IMPACT, ASTM D2794

Must pass minimum 150 lb. Impact.

4.4 ABRASION RESISTANCE, ASTM D4060

Less than 90-mg loss on CS-17 wheel, 1000 gram/load, 1000 cycles.

4.5 MOISTURE RESISTANCE, ASTM D4585

Must pass 1000 hours with no change in appearance.

4.6 FLEXIBILITY, ASTM D522, CONICAL MANDREL BEND TEST

Must pass ½ inch mandrel bend with no cracking.

4.7 ADHESION, ASTM D4541

Must pass minimum 500 psi on certified pull test.

5.0 PRE-APPROVED PRODUCTS

5.1 Wasser High-Tech Coatings
8041 South 228th Street, Kent, WA 98032
(253) 850-2968
(800) 627-2967
(Fax) 253-850-3098

Local Representative:

All Surfaces

Primer Stripe Coat:	MC-Miozinc
Full Prime Coat:	MC-Miozinc
Intermediate:	MC-Ferrox B
Topcoat:	MC-Ferrox A
Accelerator:	PurQuik

6.0 STANDARD OF QUALITY/APPROVED EQUIVALENTS

6.1 Paint systems as specified herein are designated as a "standard of quality". An approved equivalent may be used. Equivalents shall be a standard, regularly produced product of a single manufacturer, submitted for approval on the basis of manufacturer's applicable published literature that states generic type, instructions for use, solids by volume application rates, environmental considerations and chemical components of vehicles and solids. This literature also shall include a reference list of equivalent structural projects where the paint systems were used and the owner's name, address and phone.

6.2 Should the proposed equivalent manufacturer's literature require a high degree of surface preparation or a greater film thickness than specified herein, that degree of surface preparation and film thickness shall apply, and the contract prices will not be changed to reflect these increases.

6.3 Equivalent paint systems must have a minimum of two year's exposure on similar structures. In addition, they must meet the "Physical Properties" of Section 3.0 and "Performance Properties" of Section 4.0.

7.0 SURFACE CLEANING AND PREPARATION

7.1 HIGH PRESSURE WATER CLEANING (HPWC)

All surfaces as specified shall be cleaned in accordance with SSPC/NACE (HP-WC). All surfaces shall be visually free of all salts, oil, grease, dirt and foreign matter. All peeling, flaking, blistered and visually degraded coating shall be removed. The existing coating shall demonstrate adequate cohesive resistance to shearing, gouging and scratching in accordance with ASTM D2197 test methods and conform to accepted generic coating adhesion requirements at inter-coat and substrate bonds in accordance with ASTM D4145 pull-off test methods.

7.2 AREAS OF CORROSION

All areas of corrosion shall be cleaned in accordance with SSPC-SP10 Near White Blast Cleaning as referenced in Section 7.4 below (or) SSPC-SP12/NACE 5 High Pressure Water Jetting as referenced in Section 7.5 below.

7.3 PROCEDURE BEFORE BLAST CLEANING

Before blast cleaning, visible deposits of oil or grease shall be removed by methods specified in SSPC-SP1 Solvent Cleaning, in accordance with Section 4 of SSPC-SP10 Surface irregularities shall be removed prior to blast cleaning.

7.4 ABRASIVE BLAST CLEANING

All areas of corrosion following HPWC shall be abrasive blast cleaned in accordance with SSPC-SP10 Near White Blast Clean, and the appearance of the blast cleaned surfaces shall approximate Visual Standard SP10 of SSPC VIS 1089. Blast cleaning shall be performed using abrasive of a size, which will produce a surface profile height of 1.5 – 2.5 mils. The edges of the adjoining sound paint shall be feathered back and no loose or abrupt edges shall remain.

7.5 HIGH-PRESSURE WATER JETTING

All areas of rust following HPWJ shall be cleaned in accordance with SSPC-SP12/NACE No. 5 Standard to WJ-2/SC-2. The edges of the adjoining sound paint shall be feathered-back and no loose or abrupt edges shall remain. The method of High-Pressure (HP) Water Jetting (WJ) ultimately selected by the contractor will be based on his or her confidence in the capabilities of the equipment and its components.

7.6 VISUAL SURFACE PREPARATION DEFINITION FOR (HPWJ) CLEANING

The WJ-2 Surface shall be cleaned to a matte finish with at least 95% of the surface free of all previously existing visible residues and the remaining 5% containing only randomly dispersed stains of rust, coatings and foreign matter. The appearance of the cleaned surface shall approximate SSP12/NACE No. 5 Visual Reference Standards CWJ2, CWJ3, DWJ2 or DWJ3 as determined by the corresponding Visual Reference Rust Grade Standard

7.7 VISUAL STANDARD DEFINITION FOR FLASH RUSTING OF (HPWJ) CLEANED STEEL

HPWJ surfaces do not exhibit the hue of a dry abrasive-blasted steel surface. The matte finish color of clean steel immediately after WJ will turn to a golden hue. The acceptable level of flash rusting shall approximate SSPC-SP12/NACE No. 5 Visual Reference Standards CWJ2, CWJ3, DWJ2, DWJ3, Light Flash Rusting.

7.8 NON-VISUAL SURFACE PREPARATION DEFINITION FOR (HPWJ) CLEANING

An SC-2 Surface shall have less than 7 ug/cm2 of sulfate containment's as verified by field or laboratory analysis using reliable, reproducible test equipment or as determined acceptable by the project engineer.

7.9 All surfaces shall be inspected and approved by the engineer prior to painting.

7.10 Particular attention shall be given to edges, crevices, nuts, bolts and rivets.

7.11 All bare metal surfaces shall be primed on the same day as cleaning.

8.0 APPLICATION REQUIREMENTS

8.1 DRY FILM THICKNESS SCHEDULE:

Primer Stripe Coat:	2-3 mils (75 um) DFT
Full Prime Coat:	3 mils (75 um) DFT
Intermediate Coat.	3 mils (75 um) DFT
Topcoat:	3 mils (75 um) DFT

8.2 All painting required under this contract, shall be performed in conformance with the best practices of the trade, with the recommendation of the coating manufacturer, and with applicable portions of the Steel Painting Council Specification SSPC-PA 1; provided that those specifications are not in conflict with these standard specifications.

8.3 All surfaces cleaned to bare metal in accordance with SSPC-SP12/NACE WJ-2 (HPWJ) shall be cleaned, dried and primed before flash rusting exceeds SSPC-SP12/NACE No. 5 Visual Reference Standards CWJ2, CWJ3, DWJ2, DWJ3, Light Flash Rusting. Any cleaned surface that exceeds this standard shall be recleaned and dried before reprimming.

8.4 Paint film thickness measurements will be made during wet film application, utilizing an approved wet films thickness gauge, in conjunction with an approved magnetic or digital dry film gauge, such as an Elcometer 211 or Positest digital gauge, after the application of each subsequent coat One hundred percent of all thickness measurements fall below the specified minimum additional applications of paint shall be made as necessary to meet the thickness required, at no additional cost to project owner.

8.5 Sufficient time shall elapse between successive coats to permit them to dry properly for recoating. Consult specific product data sheets for proper cure times.

8.6 Apply coating via spray, brush and/or roll methods, as approved by the engineer, utilizing equipment that is standard to the industry according to the "Application Instruction" sheet.

8.7 A primer stripe coat shall be applied to all exposed metal surfaces (all bolts shall be brush stripe coated) with additional brush application of a penetrating nature into tight metal to metal areas

9.0 ADDITION OF PURQUIK, MC COATING ACCELERATOR

9.1 100% solids proprietary liquid additive designed to accelerate any Wasser MC-Coating when faster cures are desired.

9.2 All of Wasser's MC-Coating is very tolerant of application to damp surfaces; however, using PURQuik™ in any Wasser coating will diminish the coating's ability to adhere to a damp surface. Avoid using PURQuik™ in MC-Zinc or MC-Miozinc if the steel surface is wet. Using PURQuik™ will not adversely affect the cure or properties of any coating if applied in high humidity or immersed quickly. It will only affect the MC-Coating's ability to adhere to damp surfaces. Consult with your Wasser representative if the application in wet conditions is required.

9.3 Refer to PURQuik™ data sheet for cure times and additional product information.

10.0 ENVIRONMENTAL PROTECTION

10.1 This project is subject to the following laws and regulations: Texas Water Code 26.121, Texas Admin. Code, Title 30, Section 330.5 (30 TAC 330.5), Texas Admin Code, Title 30, Section 335.4 (30 TAC 335.4). As a result of these laws all blast materials, old paint, old rust, and all other matter and debris resulting from the cleaning, blasting, jetting, or painting will be recovered and will be properly dispensed of off site. The method of recovery shall be at the contractors discretion This work shall be incidental to the various pay items and no separate payment shall be made for same.

SPECIAL SPECIFICATION

1) **Replace Neoprene Seal & Plate**
2) **Replace Roller Gate Wheel Assemblies**
3) **Replace Roller Gate Slot Rails And Channels**

1.0 Description.

This Item shall govern the removal of the existing Items listed above (along with the associated hardware) and their replacement. The replacement Items and associated hardware shall be completely new assemblies and materials conforming with the attached U S. Corp of Engineers informational drawings.

2.0 Materials.

The Items and Assemblies shall be constructed from the same materials shown on the attached U S. Corp of Engineers informational drawings.

3.0 Construction.

Construction, placement, mounting and welding shall be in accordance with the attached U S. Corp of Engineers informational drawings.

4.0 Measurement.

Replace Neoprene Seal & Plate will be measured by each complete installation of one (1) per roller gate

Replace Roller Gate Wheel Assemblies will be measured by each complete installation of six (6) wheel assemblies per roller gate.

Replace Roller Gate Slot Rails and Channels will be measured by each complete installation of two (2) slots per roller gate

5.0 Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Replace Neoprene Seal And Plate", "Replace Roller Gate Wheel Assemblies" and "Replace Roller Gate Slot Rails And Channels". This price shall be full compensation for materials, equipment, labor, tools and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

CORROSION PROTECTION SYSTEM

1.0 Description.

This Item shall govern furnishing and installing a corrosion protection system on the gates.

2.0 Materials.

The corrosion protection system shall consist of six (6) twelve pound zinc hull type anodes placed on each side of each gate for a total of thirty-six (36) anodes.

3.0 Construction.

The anodes shall be spaced evenly between the stiffeners on the gates

The anodes shall be welded to the gates upon completion of cleaning and preparing the gates for painting but prior to painting The Contractor shall submit welding procedures and details to Galveston County for pre-approval.

The anodes shall be masked off prior to painting. No paint shall be left on the anodes.

4.0 Measurement.

This Item will be measured by each 12 pound zinc hull type anode placed on the gates.

5.0 Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Furnish And Install Corrosion Protection System". This price shall be full compensation for materials, equipment, labor, tools and incidentals necessary to complete the work.

SECTION VI

INFORMATIONAL DRAWINGS

AGENDA ITEM #9

Galveston County, Texas

Consideration of Budget Amendments for Tuesday, May 3, 2011

As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	11-078-0503-A	**County Sheriff's Office** – Budget request for monthly Career Ladder and Certification increases for the month of March 2011.
2011	11-079-0503-B	**County Auditor's Office** – Budget request to close Fund: Limited Tax Criminal Justice Bonds, Series 2003A.
2011	11-080-0503-C	**Parks and Senior Services** – Budget request for additional funds for line item – Refuse Disposal.
2011	11-081-0503-D	**Workers Compensation** – Budget request for additional funds for line item – Workers Compensation for prior year claims.
2011	11-082-0503-E	**County Engineer** – Budget request for additional funds for line item – LaMarque Pump Station.

Approved by: _____
Ronald Shelby, Director of
Finance and Administration

Date: 4/27/11

AGENDA ITEM #9a

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Galveston County Sheriff Office-Fund 1101	Amendment No 11-078-0503-A
Date Submitted	April 18, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to budget monthly Career Ladder and Certification Pay Increases for Sheriff's Office positions - March 2011

This budget amendment does not increase the budget for FY 2011.

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
1101-110000-5159010	Career Ladder Promotion Fringe Benefits	1,600	
1101-110000-5119205	Career Ladder Certification	13,300	
1101-110000-5159015	Career Ladder Certification Fringe Benefits	900	
TOTAL - Transfer Amount		$ 15,800	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No:	Line Item		
1101-211133-5100000	Salaries (118,123,132,138,249)	12,200	
1101-211133-5152102	Medicare	200	
1101-211133-5153000	Pension	1,100	
1101-211133-5154000	Alternate Plan	1,000	
1101-211163-5100000	Salaries (31)	1,100	
1101-211163-5153000	Pension	100	
1101-211163-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$15,800	

See attached for Career Ladder and Certification Pay increase amounts

Upon Approval

	Original Budget	Remaining
Career Ladder Promotions - Salaries	$110,000	$0
Career Ladder Promotions - Benefits	$22,000	$0
Career Ladder Certification - Salaries	$70,000	$26,300
Career Ladder Certification - Benefits	$13,900	$7,200

See Attached

Departmental Authorization — Date

Kathy Brauer — Date 4/27/11

Human Resources Department

Budget Office Authorization — Date 4/27/11

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 5/3/11

Sheriff Career Ladder-March 2011

Division	Division Name	PSN	Title	New GrSt	New Annual	Prior GrSt	Prior Annual	Reason	Effective
211133	Corrections-Sheriff	118	DEPUTY II	14G	38487 02	13D	34016 8	CLAD	3/26/2011
211133	Corrections-Sheriff	123	DEPUTY II	14G	38487 02	13D	34016 8	CLAD	3/3/2011
211133	Corrections-Sheriff	138	DEPUTY II	14G	38487 02	13D	34016 8	CLAD	3/3/2011
211133	Corrections-Sheriff	249	DEPUTY II	14G	38487 02	13D	34016 8	CLAD	3/10/2011

Sheriff Certification Pay-March 2011

Division	Division Name	Type	PSN	Title	CDH	Amount	CDH Description	Begin
211133	Corrections-Sheriff	FTBE	132	ENTRY LEVEL	1824	150	CERTIFICATION SHRFF	3/17/2011
211133	Corrections-Sheriff	FTBE	123	DEPUTY II	1824	50	CERTIFICATION SHRFF	3/3/2011
211133	Corrections-Sheriff	FTBE	138	DEPUTY II	1824	50	CERTIFICATION SHRFF	3/3/2011
211133	Corrections-Sheriff	FTBE	249	DEPUTY II	1824	50	CERTIFICATION SHRFF	3/10/2011
211163	Sheriff Services for ISDS	FTBE	31	SERGEANT-TCISD (REIMB)	1824	150	CERTIFICATION SHRFF	3/3/2011

AGENDA ITEM #9b

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	County Auditor	Amendment No 11-079-0503-B
Date Submitted	April 19, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget Request to close fund Limited Tax Criminal Justice Bonds Series 2003A to Debt Service Fund (Fund 4216)

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: 3222-179126-5954216	Line Item Residual Equity Transfer Out-Limited Tax Criminal Justice Bonds, Series 2003A	91	—
TOTAL - Transfer Amount		$ 91	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: 4216-000000-4953222	Line Item Residual Equity Transfer In-Limited Tax Criminal Justice Bonds, Series 2003A	$ 91	—
TOTAL - Transfer Amount		$ 91	

ADDITIONAL COMMENTS:

Budget request to close Capital Projects Bond Fund 3222, Limited tax Criminal Justice Bond series 2003A and transfer the remaining equity to the corresponding Debt Service Fund 4216

See Attached
Departmental Authorization Date

N/A Date
Human Resources Department

4/27/11
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks _____

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 5/3/11

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER Attachment

Department Auditor's Office	Amendment No 11 C79. C503.B
Date Submitted April 19, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Wednesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 4216 000000 4953222	Line Item Residual Equity Transfer In-Limited Tax Criminal Justice Bonds Sr 2003A	$ 91	_Y_
TOTAL - Transfer Amount		$ 91	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 3222 179126 5954216	Line Item Residual Equity Transfer Out-Limited Tax Criminal Justice Bonds Sr 2003A	$ 91	_Y
TOTAL - Transfer Amount		$91	

ADDITIONAL INFORMATION

To close bond fund 3222, Limited Tax Criminal Justice Bond Series 2003A, and transfer the remaining equity to the corresponding Debt Service Fund, 4216

SB Ael 4-19-11

Departmental Authorization Date

Date

Human Resources Department

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by SB Ael Date 4-19-11

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved _____

AGENDA ITEM #9c

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department.	Parks and Senior Services	Amendment No 11-080-0503-C
Date Submitted	April 26, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget Request for additional funds for line item - Refuse Disposal through internal transfer and reserved fund balance

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item:		—
2601-522042-5410000	Professional services	5,000	
2601-920180-5930000	Budgeted Reserves	13,000	
TOTAL - Transfer Amount		$ 18,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No	Line Item		—
2601-544042-5421400	Refuse Disposal	$ 18,000	
TOTAL - Transfer Amount		$ 18,000	

ADDITIONAL COMMENTS

Budget request for additional funds for refuse disposal through internal transfer and use of Reserved Fund Balance This will cover the cost of four 30 yard dumpsters on the beach for the period of July through September 2011

Upon approval, the remaining balance in budgeted reserves in the Galveston County Beach and Parks Fund will be $584,800

See Attached

Departmental Authorization — Date

N/A — Date

Human Resources Department

4/27/11

Budget Office Authorization — Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 5/3/11

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Attachment

Department: Parks & Senior Services	Parks & Senior Services	Amendment No. 11 080.0503 C
Date Submitted: 4/26/2011	April 26, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Monday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

This budget amendment is requested to transfer a portion of Bolivar Beach Parking Program's FY2011 operating budget funding from Professional Services and from the Bolivar Parking Program "Unreserved Fund Balance" as of 9/30/2010 the Road & Bridge Department Refuse Disposal Account " for "Litter Control" on Bolivar Peninsula beaches for the balance of FY2011 through 9/30/2011

This budget amendment does increase the total budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No:	Line Item		
2601-522042-5410060	Bolivar Parking Program-Professional Services	$ 5,000	____
2601-000000-3532001	Bolivar Parking Program-Unreserved Fund Balance	13,000	____
TOTAL - Transfer Amount		$ 18,000	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No	Line Item:		
2601-544042-5421400	Beach Maintenance-Road & Bridge - Refuse Disposal	$ 18,000	____
TOTAL - Transfer Amount		$ 18,000	

ADDITIONAL COMMENTS:

This budget amendment will furnish a reallocation and additional funding in FY2011 to support enhanced services on Bolivar Peninsula Beaches through September 30, 2011
Note: These funds will cover the cost of four (4) 30 yard dumpsters on the beach from July 4th through September 30 2011

All transfer amounts indicated are "up to" stated, or until the account balance remaining is zero

x _____
Departmental Authorization — Date: April 26, 2011

_____ N/A _____ Date N/A
Human Resources Department

_____ Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks: _____

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

AGENDA ITEM #9d

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Workers Compensation Fund	Amendment No 11-081-0503-D
Date Submitted	April 26, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Budget Request for additional funds for Workers Compensation claims for prior years

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 6124-920180-5930000	Line Item: Budgeted Reserves	420,000	—
TOTAL - Transfer Amount		$ 420,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No 6124-155021-5491600	Line Item: Claims Paid Workers Compensation	$ 420,000	—
TOTAL - Transfer Amount		$ 420,000	

ADDITIONAL COMMENTS:

Budget request for additional funds for Workers Compensation claims from prior years Workers compensation claims for the current year are below average by 35.61%, but prior years claims are over budget at 103%.

Upon approval, the remaining balance in budgeted reserves in the Workers Compensation Fund will be $680,000.

Departmental Authorization — Date

N/A — Date

Human Resources Department

Budget Office Authorization — Date 4/27/11

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 5/3/11

AGENDA ITEM #9e

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	County Engineer	Amendment No 11-082-0503-E
Date Submitted	April 21, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:
Budget Request for additional funds to cover cleaning, repairing, and repainting the LaMarque Pump Station Roller Gates

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No: 3373-179010-5790100	Line Item Unallocated Appropriations	30,345	___
TOTAL - Transfer Amount		$ 30,345	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: 3373-296310-5734202	Line Item: LaMarque Pump Station	$ 30,345	___
TOTAL - Transfer Amount		$ 30,345	

ADDITIONAL COMMENTS:
Budget request for additional funds to cover cleaning, repairing, and repainting the LaMarque Pump Station Roller Gates.
The low bid contract will be presented in Commissioners Court on May 3, 2011
Upon approval, the remaining balance in unallocated appropriations in the Galveston Certificates of Obligation, Series 2008 Fund will be $231,889

Mike Hodgson 4-27-11
Departmental Authorization Date

N/A Date
Human Resources Department

Budget Office Authorization 4/27/11 Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 5/3/11

Yearnd, Denise

From: Fitzgerald, Mike
Sent: Thursday, April 21, 2011 3:47 PM
To: Crowder, Rufus
Cc: Henry, Mark; Doyle, Patrick; O'Brien, Kevin; Holmes, Stephen; Clark, Ken; Ken Clark (clarkken@juno.com); Grady, Patricia; Lewis, Roxann; Lopez, Renelle; Gilliam, Cindy; Mabry, Celia-Frances; McCullough, Darla; Dolato, Megan; Shelby, Ronald; Yearnd, Denise; Harding Layne
Subject: FW: Scan from Xerox WorkCentre
Attachments: Scan001.PDF

Categories: Budget

Rufus, attached is the bid tabulation for Cleaning, Repairing and Repainting the La Marque Pump Station Roller Gates. It is my recommendation that the project be awarded to the low responsible bidder, Charnock Company, per their bid of $333,461.00. An accompanying budget amendment of $30,345.00 will be needed.
The gate, gate guides, and wheel assemblies were corroded and in far worse condition than anticipated when the budget request was made in 2010. This increased the scope of work and cost from the original estimate of $100,000. No major gate work has been done on the La Marque pump Station since it was completed in 1985.

Construction bid-	$333,461
Welding inspection and testing-	$45,000
Total project cost-	$378,461
Funds available in	
Acct 3373 296310 5734202-	$348,116
Budget Amendment Needed-	$ 30,345

-----Original Message-----
From: ed06xer@co.galveston.tx.us [mailto:ed06xer@co.galveston.tx.us]
Sent: Thursday, April 21, 2011 9:16 AM
To: Fitzgerald, Mike
Subject: Scan from Xerox WorkCentre

Please open the attached document. It was sent to you using a Xerox WorkCentre.

Sent by: Guest [ed06xer@co.galveston.tx.us] Number of Images: 2 Attachment File Type: PDF

WorkCentre Location: 1\\Galveston\TX\USA\ Device Name: ED06XER

GALVESTON COUNTY ENGINEERING DEPARTMENT BID TABULATION

BID No. B111039 - CLEANING AND REPAINTING THE LA MARQUE PUMP STATION ROLLER GATES

PREPARED BY ROD SHAUT

BID OPENING DATE APRIL 21, 2011; 10:00 A.M

April 21, 2011

				Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		NAES Corporation 7618 Bluff Point Dr. Houston, Tx 77086		DMS Painting, Inc. 5327 Pine Ave Pasadena, Tx. 77503			
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
1	PREPARE SURFACE AND APPLY PROTECTIVE COATINGS ON STORM BAY ROLLER GATES & LIFT ASSEMBLIES AS SPECIFIED	EA	3	$23,000 00	$69,000 00	$37,362 00	$112,086 00	$23,000 00	$69,000 00		
2	FURNISH AND INSTALL CORROSION PROTECTION SYSTEM ON ROLLER GATES (12 PER GATE)	EA	36	$250 00	$9,000 00	$120 00	$4,320 00	$100 00	$3,600 00		
3	PROVIDE DIVER & CLEAN CHANNEL FOR STOP LOG PLACEMENT	EA	3	$5,000 00	$15,000 00	$5,556 00	$16,668 00	$2,400 00	$7,200 00		
4	DEWATERING BAY AND REPLACING ROLLER GATE SLOT RAILS AND CHANNELS AND ASSOCIATED HARDWARE, FASTENERS, CLIPS AND MISCELLANEOUS METALS (2 SLOTS PER GATE)	EA	3	$21,000 00	$63,000 00	$17,179 00	$51,537 00	$29,000 00	$87,000 00		

				Charnock & Company 1140 Sailfish Hitchcock, Tx 77563		NAES Corporation 7618 Bluff Point Dr Houston, Tx 77086		DMS Painting, Inc. 5327 Pine Ave Pasadena, Tx. 77503			
5	REPLACE NEOPRENE SEAL AND PLATE AND ASSOCIATED HARDWARE, FASTENERS, CLIPS AND MISCELLANEOUS METALS (1 PER GATE)	EA	3	$10,000 00	$30,000 00	$3,767 00	$11,301 00	$15,000 00	$45,000 00		
6	REPLACE ROLLER GATE WHEEL ASSEMBLIES AND ASSOCIATED HARDWARE, FASTENERS, CLIPS AND MISCELLANEOUS METALS (6 PER GATE)	EA	3	$31,000 00	$93,000 00	$42,332 00	$126,996 00	$72,000 00	$216,000 00		
7	PREPARE SURFACES AND APPLY PROTECTIVE COATINGS ON STOP LOG AS SPECIFIED	EA	1	$15,000 00	$15,000 00	$35,200 00	$35,200 00	$3,500 00	$3,500 00		
8	MOBILIZATION (3% MAX)	L S	1	$9,461 00	$9,461 00	$9,000 00	$9,000 00	$14,000 00	$14,000 00		
9	OWNER DIRECTED CHANGES (ALLOWANCE)	EA	1	$30,000 00	$30,000 00	$30,000 00	$30,000 00	$30,000 00	$30,000 00		
			TOTAL BID		**$333,461.00**		**$397,108.00**		**$475,300.00**		

AGENDA ITEM #10

RECEIVED
APR 27 2011
GALVESTON COUNTY JUDGE

THE COUNTY OF GALVESTON
RIGHT OF WAY /
REAL ESTATE SERVICES
722 Moody, 1st Floor
Galveston, Texas 77550

(409) 770-5577
(281) 316-8300, Ext 5576
(409) 770-5579 FAX

April 27, 2011

Hon Mark Henry
Hon. Galveston County Commissioners' Court
722 Moody
Galveston, Texas 77550

Re. Proposed site of Port Bolivar Fire Station

Gentlemen.

Block 187 in Port Bolivar is the proposed site for the new Bolivar fire station. Galveston County owns Block 187 with the exception of two parcels The title report we obtained reflects that ownership of Parcel 1 (Lots 9 & 10) vests in Albert S. Trube, Jr and ownership of Parcel 2 (Lots 23 & 24) vests in George D Anderson. Parcel 1 was acquired by Albert S Trube, in 1926 and passed to son, Albert S. Trube, Jr., in 1945. Parcel 2 was acquired by George D Anderson in 1909. All efforts to locate the heirs to the two parcels have been exhausted

The County has occupied Block 187 for approximately thirty-five years as a portion of the County Road Barn facility. We are requesting authority from Commissioners' Court for the Legal Department to file suit to clear title based on adverse possession

Yours very truly,

Claudette Fickessen

Claudette Fickessen

Encls.
cc Commissioner Pat Doyle, Precinct 1
Mr. Barry Willey
Mr Dudley Anderson

AGENDA ITEM #11

On this the 3rd day of May, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1; absent
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen Holmes Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4, and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

A Resolution Appointing a Special Commissioner to Receive Bids on a License to Use a Portion of Galveston Seawall Right of Way lying Seaward of the Seawall Monolith at 25th Street in Galveston, Galveston County, Texas

Whereas, the **County of Galveston** is the owner in fee simple of what is commonly referred to as the **Galveston Seawall**; and

Whereas, §. 263 001 of the Local Government code authorizes the **Commissioners' Court** to conduct a public auction to license the use of such property; and

Whereas, Willie G's Post Oak, a Texas Corporation, "Applicant" as owner of the tract of land abutting and adjoining the following described tract of land has made application to the Commissioners' Court to grant it a **License to Use** that portion of the Seawall more particularly described as follows:

Main Entrance

A parallelogram shaped tract of land out of the Galveston Seawall Right of Way that is seaward of the Seawall monolith at 25th Street in Galveston, Galveston County, Texas with a base of 49 5 feet and a height of 25 5 feet as shown on the main entrance drawing dated July 30, 2010 prepared by Stanley Spurling & Hamilton, Inc. entitled "Historic Pleasure Pier West Access Bridge" provided by the Licensee and containing 262.25 square feet in area, more or less attached hereto as Exhibit "A-1"

Secondary Entrance

A parallelogram and a triangular shaped tract of land out of the Galveston Seawall Right of Way that is seaward of the Seawall monolith at 25th Street in Galveston, Galveston County, Texas. The parallelogram has a base of 49.5 feet and a height of 17 5 feet and the triangle has a base of 15.5 feet and a height of 6.66 feet both shapes of which are shown on the secondary entrance drawing dated January 8, 2010 prepared by Stanley Engineering Company, Inc. entitled "Flagship Hotel Concrete Pier Repair Existing Ramp Repair Plan and Sections" provided by the Licensee and containing 917.87 square feet in area, more or less, attached hereto as Exhibit "A-1".

to construct and install a ramp over and across the **Licensed Premises** leading to what is commonly called the **"Pleasure Pier"** that is located on what would otherwise be a southerly extension of 25th Street leading seaward in accordance with the plans and specifications described hereto in Exhibits "A-2-5", and

Whereas, Applicant is willing to pay the **County** an annual fee for the use of said land.

Therefore, the Commissioners' Court hereby appoints an appraiser to appraise the land to determine the annual fair market value to be charged for the granting of the **License Agreement**.

Further, the Court appoints **Claudette M. Fickessen, Special Commissioner**, to advertise the intention of the County to receive bids for the granting of the **License Agreement** at public auction. Prior to such auction being conducted the **Special Commissioner** shall publish notice of the auction once a week for three consecutive weeks before the date of the auction with the date of the first publication being before the 20th day before the date the auction is held. In addition, said **Special Commissioner** shall report back to the Commissioners' Court the appraised fair market value and the Commissioners' Court shall not approve the granting of the **License Agreement** for an amount less than so determined and said amount shall be approved by the Commissioners' Court prior to approval of the granting of the **License Agreement**.

Further, if the Commissioners' Court shall grant the **License Agreement** it will be the **License Agreement** attached hereto as Exhibit "B"

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 3rd day of May, 2011.

County of Galveston

BY: _____
Mark Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

Main Entrance

A parallelogram shaped tract out of the Galveston Seawall right of way seaward of the Seawall monolith at 25th Street in Galveston, with a base of 49.5 feet and a height of 25.5 feet as shown on the main entrance drawing provided by the applicant and containing 262.25 square feet in area, more or less.

Secondary Entrance

A parallelogram and a triangular shaped tract out of the Galveston Seawall right of way seaward of the Seawall monolith at 25th Street in Galveston. The parallelogram has a base of 49.5 feet and a height of 17.5 feet and the triangle has a base of 15.5 feet and a height of 6.66 feet both shapes of which are shown on the secondary entrance drawing provided by the applicant and containing 917.87 square feet in area, more or less.

NO.	DATE	REVISIONS	APP.

LANDRY'S RESTAURANTS, INC.
1510 WEST LOOP SOUTH
HOUSTON, TEXAS 77027

HISTORIC PLEASURE PIER
WEST ACCESS BRIDGE

MAIN ENTRANCE

BRIDGE PLAN AND PROFILE

STANLEY SPURLING & HAMILTON, INC.
Consulting Engineering Services
T.B.P.E. REGISTRATION # F-000175
3301 Edloe Street, Suite 200 Houston, Texas 77027
Phone 713 776-9433 Fax 713 776-2439

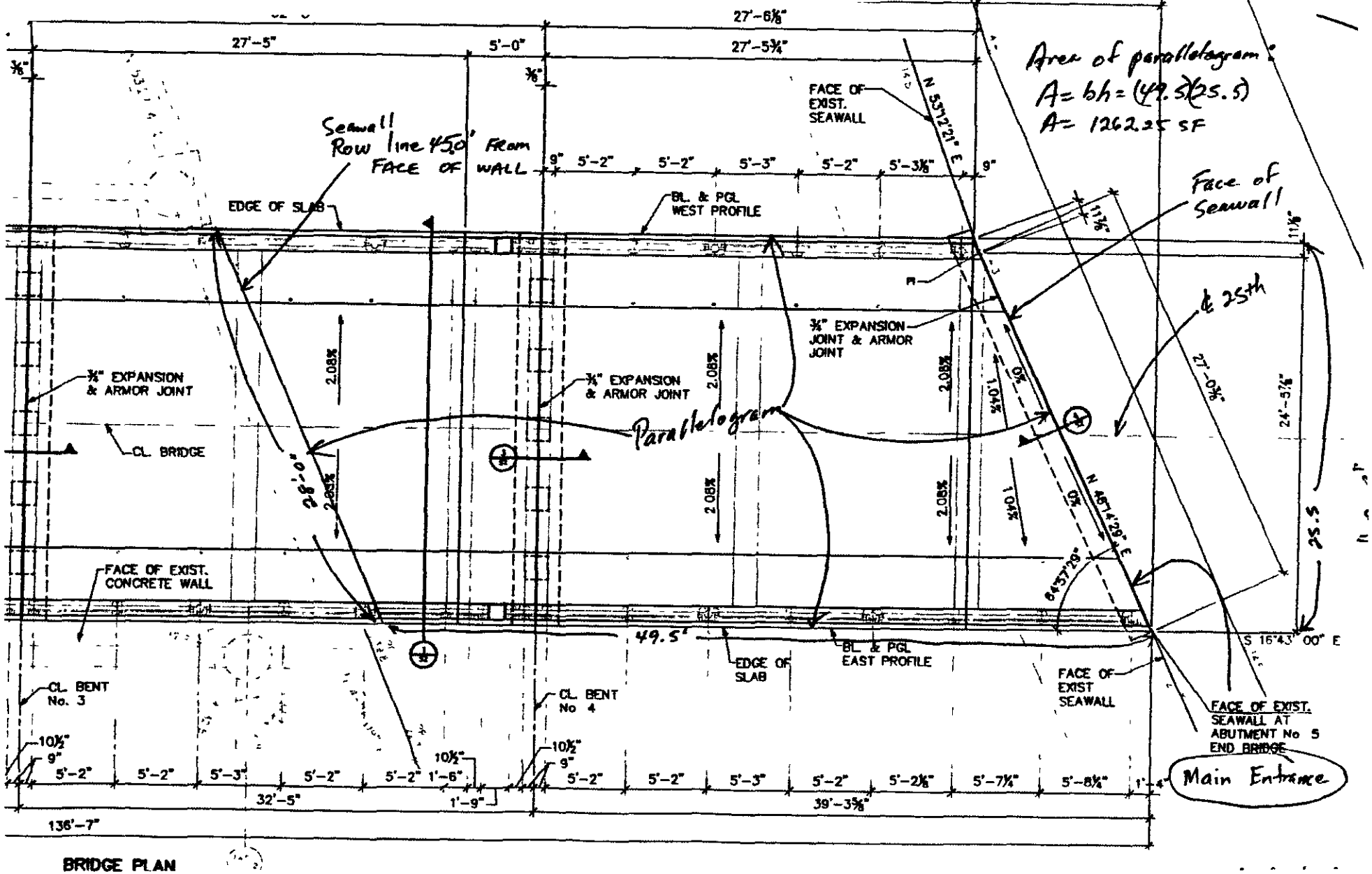
SCALE: AS NOTED DGN. BY. LH
DATE. 07-30-10 DWN. BY. KD
JOB NO. 0403-0011 DWG. NO.
SUBMITTED:

STATE OF TEXAS
LOUIS A. HAMILTON
81477
LICENSED PROFESSIONAL ENGINEER
7-30-10

SHEET NO.
S1
OF 7

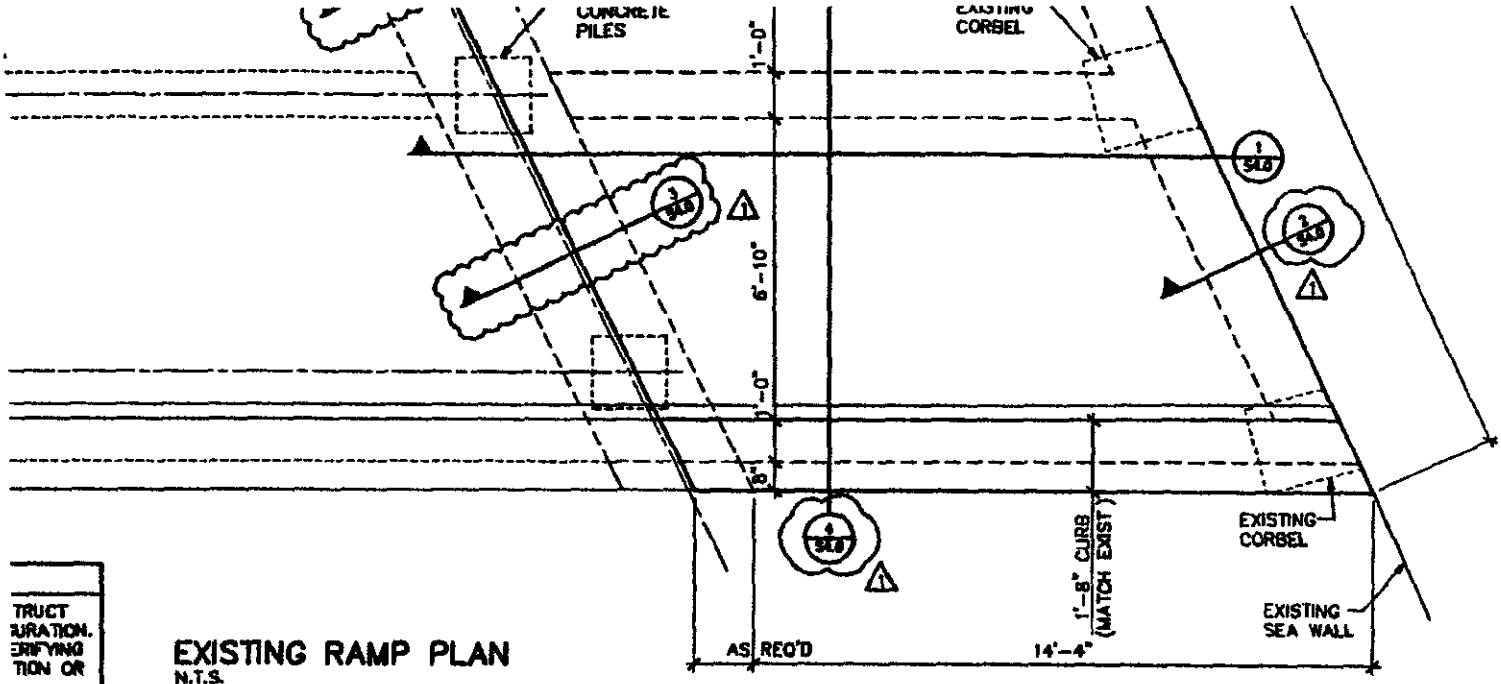
7/30/2010 2:54 PM Q:\0400\0403\0403-0022\STRUCTURAL DWGS\403022S1-PLAN.DWG KANYON DOBBINS

"A-2"



Area of parallelogram:
A= bh= (49.5)(25.5)
A= 1262.25 SF
Seawall Row line 45.0' From FACE OF WALL
Face of Seawall
℄ 25th
Parallelogram
49.5'
25.5
28'-0"
FACE OF EXIST. SEAWALL
N 53°12'21" E
N 46°14'29" E
S 16°43' 00" E
EDGE OF SLAB
BL. & PGL WEST PROFILE
BL. & PGL EAST PROFILE
¾" EXPANSION JOINT & ARMOR JOINT
¾" EXPANSION & ARMOR JOINT
CL. BRIDGE
FACE OF EXIST. CONCRETE WALL
CL. BENT No. 3
CL. BENT No 4
FACE OF EXIST SEAWALL
FACE OF EXIST. SEAWALL AT ABUTMENT No 5 END BRIDGE
Main Entrance
27'-6⅛"
27'-5"
5'-0"
27'-5¾"
27'-0⅜"
24'-5⅞"
136'-7"
32'-5"
39'-3⅝"

BRIDGE PLAN



TRUCT
URATION.
ERIFYING
TION OR

EXISTING RAMP PLAN
N.T.S.

T.
S

NO.	DATE	REVISIONS	APP
1	01/08/10	REVISION 1	LH

LANDRY'S RESTAURANTS, INC.
1510 WEST LOOP SOUTH
HOUSTON, TEXAS 77027

FLAGSHIP HOTEL
CONCRETE PIER REPAIR

EXISTING RAMP REPAIR
PLAN & SECTIONS

Secondary ENTRANCE

STANLEY ENGINEERING COMPANY INC.
TBPE REGISTRATION # F-000178
3301 EDLOE ST. SUITE 208 HOUSTON, TEXAS 77027
PH: 713-778-8433
E-MAIL: SECINC@STANLEYENGINEERING.NET

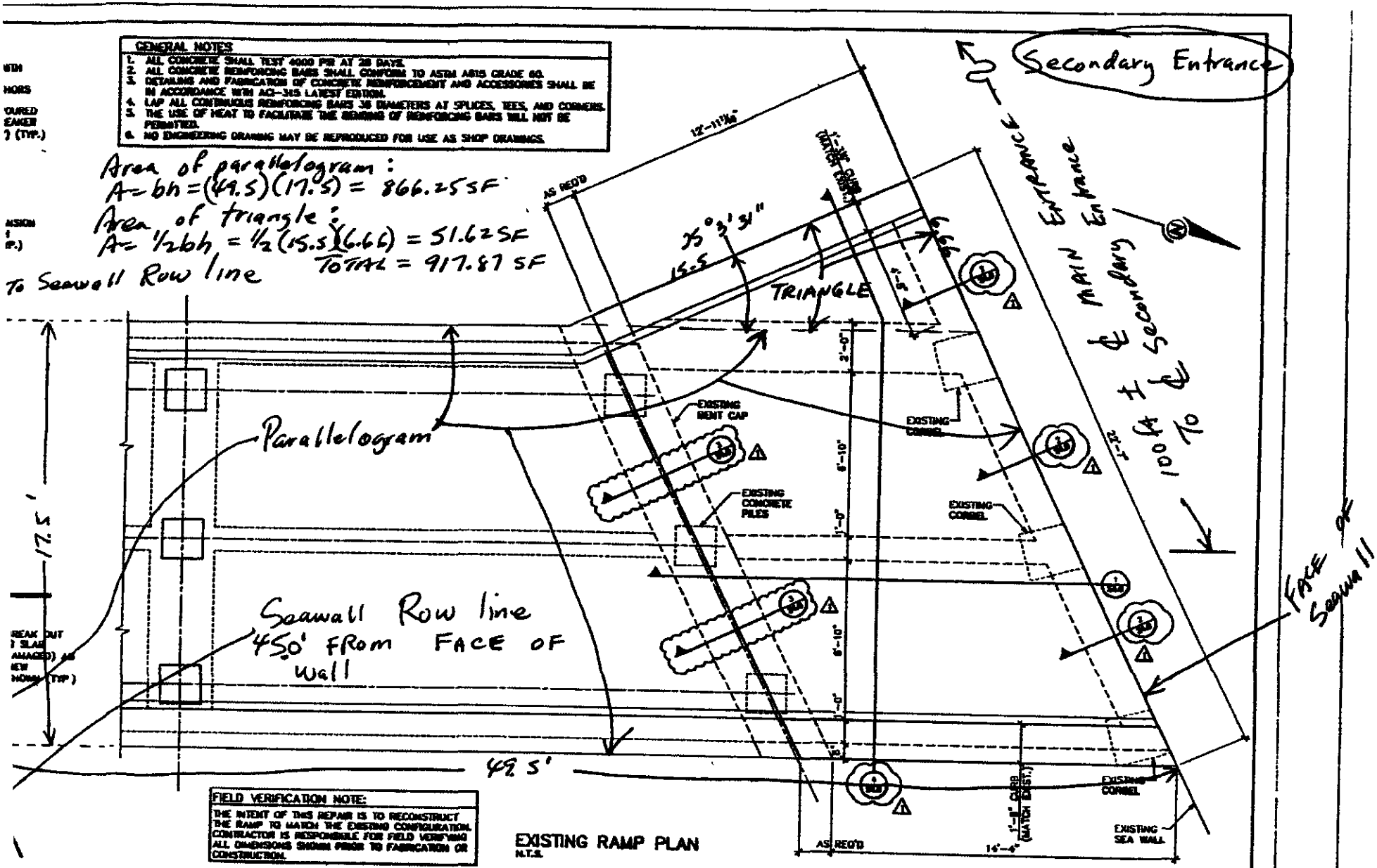
SCALE: AS NOTED DGN. BY: LH
DATE: 01-08-10 DWN. BY: KG
JOB NO. 0405-0016 DWG. NO. 40301654.0

STATE OF TEXAS
LOUIS A. HAMILTON
81477
REGISTERED PROFESSIONAL ENGINEER
01-08-10

SHEET NO.
S4.0
OF 4

1/8/2010 1:35 PM Q:\0400\0403\0405-0016\STRUCTURAL DWGS\40301654.0.DWG JOSE AREVALO

"A-4"


GENERAL NOTES
1. ALL CONCRETE SHALL TEST 4000 PSI AT 28 DAYS.
2. ALL CONCRETE REINFORCING BARS SHALL CONFORM TO ASTM A615 GRADE 60.
3. DETAILING AND FABRICATION OF CONCRETE REINFORCEMENT AND ACCESSORIES SHALL BE IN ACCORDANCE WITH ACI-315 LATEST EDITION.
4. LAP ALL CONTINUOUS REINFORCING BARS 36 DIAMETERS AT SPLICES, TEES, AND CORNERS.
5. THE USE OF HEAT TO FACILITATE THE BENDING OF REINFORCING BARS WILL NOT BE PERMITTED.
6. NO ENGINEERING DRAWING MAY BE REPRODUCED FOR USE AS SHOP DRAWINGS.
Area of parallelogram:
A = bh = (49.5)(17.5) = 866.25 SF
Area of triangle:
A = 1/2bh = 1/2(15.5)(6.6) = 51.62 SF
TOTAL = 917.87 SF
To Seawall Row line
Secondary Entrance
Main Entrance
Main Entrance & Secondary Entrance
100% Ø
TRIANGLE
Parallelogram
17.5'
Seawall Row line
45.0' From FACE OF Wall
49.5'
FACE OF SEAWALL
EXISTING RENT CAP
EXISTING CORBEL
EXISTING CONCRETE PILES
EXISTING SEA WALL
AS REQ'D
FIELD VERIFICATION NOTE:
THE INTENT OF THIS REPAIR IS TO RECONSTRUCT THE RAMP TO MATCH THE EXISTING CONFIGURATION. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS SHOWN PRIOR TO FABRICATION OR CONSTRUCTION.
EXISTING RAMP PLAN
N.T.S.

License to Use a Portion of Galveston Seawall Right of Way
Lying Seaward of the Seawall Monolith at 25th Street in Galveston, Galveston County, Texas

This Agreement is by and between the **County of Galveston,** and **Willie G's Post Oak, a Texas Corporation, Licensee.**

Whereas, County is the owner of the following described tracts of land that it acquired in conjunction with the **Galveston Island Seawall Project,** to-wit:

Main Entrance

A parallelogram shaped tract of land out of the Galveston Seawall Right of Way that is seaward of the Seawall monolith at 25th Street in Galveston, Galveston County, Texas with a base of 49.5 feet and a height of 25.5 feet as shown on the main entrance drawing dated July 30, 2010 prepared by Stanley Spurling & Hamilton, Inc. entitled "Historic Pleasure Pier West Access Bridge" provided by the Licensee and containing 262.25 square feet in area, more or less attached hereto as Exhibit "A-1".

Secondary Entrance

A parallelogram and a triangular shaped tract of land out of the Galveston Seawall Right of Way that is seaward of the Seawall monolith at 25th Street in Galveston, Galveston County, Texas. The parallelogram has a base of 49.5 feet and a height of 17.5 feet and the triangle has a base of 15.5 feet and a height of 6.66 feet both shapes of which are shown on the secondary entrance drawing dated January 8, 2010 prepared by Stanley Engineering Company, Inc. entitled "Flagship Hotel Concrete Pier Repair Existing Ramp Repair Plan and Sections" provided by the Licensee and containing 917.87 square feet in area, more or less, attached hereto as Exhibit "A-1".

Whereas, subsequent to acquisition, the **Galveston Island Seawall Project** which consists of rip-rap, a gravity concrete monolith, earthen embankment, hard pavement surface and ramps (**"Galveston Seawall"**) was built; and

"B"

Whereas, the **County's** power and jurisdiction over the **Galveston Seawall** is to protect and maintain it to act as a protective barrier against the sea in time of storm; and

Whereas, the **County**, in maintaining the **Galveston Seawall**, has generally complied with the general design and specifications set forth in the **Operation and Maintenance Manual** for the Seawall prepared July, 1962, by the **Office of the District Engineer, U.S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas** as said plans have from time to time been modified; and

Whereas, Licensee by virtue of a **Special Warranty Deed** dated November 12, 2003 executed by the **City of Galveston** filed for record under GAC 2003082598 (Microfilm Code #019-55-0304) in the Official Public Records of Real Property of the County Clerk of Galveston County is the owner of the improvements commonly called the **Flagship Hotel** (formerly the **Pleasure Pier** and the **Galveston Marine Park and Pier**), collectively **"Pleasure Pier"** that is located seaward of that portion of the Galveston Seawall monolith at 25th Street in Galveston, Galveston County, Texas; and

Whereas, on July 29, 2010, effective July 1, 2010, the **State of Texas General Land Office (GLO),** pursuant to Chapter 307 of the Texas Local Government Code, granted **Licensee,** with **Landry's Restaurants, Inc.** as **Guarantor, Lease No. SL20100044,** that unless terminated earlier as therein provided, has a maximum term of sixty (60) years; and

Whereas, Licensee desires to use the following described portion of the **Galveston Seawall**, to-wit:

Main Entrance

A parallelogram shaped tract of land out of the Galveston Seawall Right of Way that is seaward of the Seawall monolith at 25th Street in Galveston, Galveston County, Texas with a base of 49 5 feet and a height of 25.5 feet as shown on the main entrance drawing dated July 30, 2010 prepared by Stanley Spurling & Hamilton, Inc. entitled "Historic Pleasure Pier West Access Bridge" provided by the Licensee and containing 262.25 square feet in area, more or less attached hereto as Exhibit "A-1".

Secondary Entrance

A parallelogram and a triangular shaped tract of land out of the Galveston Seawall Right of Way that is seaward of the Seawall monolith at 25th Street in Galveston, Galveston County, Texas The

parallelogram has a base of 49.5 feet and a height of 17.5 feet and the triangle has a base of 15.5 feet and a height of 6.66 feet both shapes of which are shown on the secondary entrance drawing dated January 8, 2010 prepared by Stanley Engineering Company, Inc. entitled "Flagship Hotel Concrete Pier Repair Existing Ramp Repair Plan and Sections" provided by the Licensee and containing 917.87 square feet in area, more or less, attached hereto as Exhibit "A-1".

for the construction and installation of a main entrance ramp and a secondary ramp (collectively **"Improvements"**) over and across the **Licensed Premises** leading to the **"Pleasure Pier"** in accordance with the plans and specifications attached hereto as Exhibits "A-2-5"; and

Whereas, subject to each and all of the following terms, conditions, restrictions, reservations and exceptions, **County** is willing to grant such rights to **Licensee.**

Now, Therefore the County of Galveston, has **Granted,** and does hereby **Grant,** subject to the terms, conditions, restrictions, reservations and exceptions hereinafter expressed, to **Willie G's Post Oak, a Texas Corporation,** its successors and assigns, the privilege, license and permission hereinafter set forth:

1. With the exception of penetrating or otherwise affecting the gravity concrete monolith, the right, upon prior written approval being obtained from the **County Engineer,** of constructing and installing the **Improvements** in accordance with the plans and specifications attached hereto as Exhibits "A-2-5" leading seaward over and across the **Licensed Premises** at the location set forth in the Preamble and in Paragraph 5 below to the **"Pleasure Pier".**

2. Any right herein given shall be limited to that area south of the top of the gravity concrete monolith and shall not, in any manner, disturb any existing rip-rap or the gravity concrete monolith or otherwise affect or threaten the integrity of the **Galveston Seawall.**

3. No other use of the **Licensed Premises** shall be permitted, other than the rights herein specifically granted.

4. The rights and privileges granted herein, as they relate to the **License Premises** are, unless terminated earlier as hereinafter set forth, for a term beginning effective from November 12, 2003 and expiring upon the expiration of the earlier of:

a) the expiration or early termination of the **State of Texas General Land Office (GLO) Lease No. SL20100044**; or
b) ninety-nine (99) years after November 12, 2003; or
c) upon cessation of the use of the **Pleasure Pier** for a statutorily permitted purpose as defined in Chapter 307 of the Texas Local Government Code, as set

forth in the Special Warranty Deed from the City of Galveston referenced above.

5. The property being a portion of the **Galveston Seawall** on which said privileges, licenses and permissions are granted is described as follows:

Main Entrance

A parallelogram shaped tract of land out of the Galveston Seawall Right of Way that is seaward of the Seawall monolith at 25th Street in Galveston, Galveston County, Texas with a base of 49.5 feet and a height of 25.5 feet as shown on the main entrance drawing dated July 30, 2010 prepared by Stanley Spurling & Hamilton, Inc. entitled "Historic Pleasure Pier West Access Bridge" provided by the Licensee and containing 262.25 square feet in area, more or less attached hereto as Exhibit "A-1".

Secondary Entrance

A parallelogram and a triangular shaped tract of land out of the Galveston Seawall Right of Way that is seaward of the Seawall monolith at 25th Street in Galveston, Galveston County, Texas. The parallelogram has a base of 49.5 feet and a height of 17.5 feet and the triangle has a base of 15 5 feet and a height of 6.66 feet both shapes of which are shown on the secondary entrance drawing dated January 8, 2010 prepared by Stanley Engineering Company, Inc. entitled "Flagship Hotel Concrete Pier Repair Existing Ramp Repair Plan and Sections" provided by the Licensee and containing 917.87 square feet in area, more or less, attached hereto as Exhibit "A-1".

The rights and privileges granted herein are also subject to the following terms, conditions, restrictions, reservations and exceptions, the violation of any one or more constituting a breach thereof for which this **License Agreement** may be terminated, to-wit:

1 **County** retains the fee simple title to the **Licensed Premises** covered hereby subject to the licenses, privileges and permissions granted to **Licensee.**

2. The privilege and right of free passageway granted herein shall also be enjoyed by the general public at all times on any of the **Improvements** as if the same were constructed on the public sidewalks and streets of the City of Galveston with the restriction that persons desiring to

access such **Improvements** leading directly into **Licensee's** businesses located upon the **Pleasure Pier** may be precluded from doing so at such times and for such periods of time as **Licensee's** businesses are normally closed to the public.

3. Prior to constructing and installing the **Improvements**, should **Licensee** desire to alter the plans and specifications set forth in Exhibit "A-2-5", **Licensee** will prepare and submit, at its expense, to the **County Engineer** preliminary plans and specifications prepared by licensed design professionals for his review and written approval. No plans will be approved and no construction will be permitted that reduces the elevation of or that in any way will endanger the integrity of the **Galveston Seawall**. Any revisions or modifications deemed necessary by the **County Engineer** for the protection of the **Galveston Seawall** shall be incorporated by **Licensee** into the final plans and specifications for the construction of the **Improvements**. Approval of the plans and specifications by the **County Engineer** will be evidenced by the **County Engineer** signing and dating a set of the plans and specifications.

4 That **Licensee** may not construct any **Improvements** upon the **Licensed Premises** until the **County** is added as an insured party under a liability insurance policy to be obtained by **Licensee** with an insurer or insurers acceptable to **County.** The minimum amounts of the policy will be the maximum amount of liability to which the **County** may be exposed by virtue of the Texas Tort Claims Act, now or in the future. The policy must also insure **County** against any damages or injuries that may arise as a result of the uses herein described on the property covered by this **License Agreement**. In addition, during the term of this Agreement **Licensee** shall maintain statutory Worker's Compensation coverage on its employees.

5. Installation of the **Improvements** will be strictly in accordance with the approved plans and specifications and will be performed in a good and workmanlike manner.

6. No signs or other improvements shall be permitted within the **Licensed Premises** without prior approval for the installation thereof being obtained from the **County Engineer**.

7. The installation and use of the **Improvements** will be performed without cost or expense to **County**.

8. That any survey monument disturbed during construction shall be restored to the condition it was in as of the date of execution of this **License Agreement** by a licensed surveyor.

9. **Licensee** will keep the **Licensed Premises** and the **Improvements** it owns located upon the **Licensed Premises** free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for **Licensee. Licensee** also agrees to bond against or discharge any mechanic's or material men's liens or other claim within ten (10) days after written request therefor by **County**. **Licensee will further Indemnify and Hold County Harmless from any and all costs or expenses in any manner associated with any such claim.**

10. **Licensee,** without cost or expense to the **County,** will at all times promptly repair, replace and maintain the **Improvements** located upon the **Licensed Premises** in good condition. Licensee will also, without cost or expense to the County promptly repair any portion of the **Galveston Seawall** which is damaged by the failure of **Licensee** to so repair, replace and maintain said **Improvements**. **Licensee** agrees that all such repairs, replacement and maintenance to its **Improvements** will be continuous and in strict accordance with the initially approved plans and specifications. **Licensee** also agrees that all such repairs, replacement and maintenance of the **Licensed Premises** and the **Galveston Seawall** will be in strict accordance with the general design and specifications set forth in the **Operation and Maintenance Manual for the Seawall** prepared **July, 1962** by the **Office of the District Engineer, U.S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas**, as said plans have or may be modified, as well as any standards which may be promulgated by the **County Engineer**. All plans and specifications for repairs, replacement and maintenance shall be submitted to the **County Engineer** for review and written approval prior to the start of any such work. But, in the instance of an emergency, as solely determined by the **County Engineer, Licensee** may begin such repairs and replacement as are immediately required and submit such plans for approval as soon as practicable.

11. Any part of the **Galveston Seawall** damaged or destroyed by **Licensee** incident to the use and occupation of the said **Licensed Premises** and the **Improvements** located thereon shall be promptly repaired or replaced by **Licensee** to the satisfaction of the **County Engineer**, or, at **County's** option, in lieu of such repair or replacement, **Licensee** shall, if so required by said **County Engineer,** promptly pay to **County** money in an amount sufficient to compensate for the loss sustained by **County** by reason of damages to or destruction of **County** property plus 10% to cover **County's** administrative costs.

12. The use and occupation of said **Licensed Premises** and the **Improvements** for the purposes authorized by this instrument shall be subject to such rules and regulations as **County** may prescribe from time to time in order to properly protect the power and jurisdiction of **County**, that power and jurisdiction being herein stated to be for the protection and maintenance of the **Galveston Seawall** structure and related works as a protective barrier against the sea in time of storm.

13. **County** does not warrant the suitability of the **Galveston Seawall** for the construction of the **Improvements** and shall in no case be liable for any damages to **Licensee** in the event the **Licensed Premises** are unsuitable. **County** reserves the unfettered right but not the obligation to enter the **Licensed Premises** and the **Improvements** at such times as it, in its sole discretion, determines reasonable or necessary to make such improvements, upgrading, repairs, replacement and maintenance of the **Galveston Seawall. County** shall in no case be liable for any damages or injuries to any **Improvements** constructed within the **Licensed Premises** or for any loss of profit to **Licensee** that may be caused by or result from any routine or emergency operations undertaken by **County** and no claim or right to compensation shall accrue from such damages or injuries

14. **County** reserves the unfettered right to enter upon the **Licensed Premises** and the **Improvements** at any time for inspections or for any other governmental purpose and the right to make such connections between the **Licensed Premises** and the **Improvements** and the remainder of **County's** property as the said **County Engineer** or his designated representative may from time to time consider necessary, and also reserves to itself the right of access for all purposes across, over, and/or under the **Licensed Premises** and the **Improvements.**

15. It is to be understood that this instrument is effective only insofar as the rights of **County** in the property described herein are concerned; and that **Licensee** shall obtain such permission or permits as may be necessary on account of any other existing rights.

16. As consideration for the use of the **Licensed Premises Licensee** will pay the **County** c/o the County Auditor, on an annual basis commencing July 1, 2011, and continuing each year thereafter, the sum of $_____ for the use of the **Licensed Premises.** In the event **Licensee's** right to use the **Licensed Premises** expires or terminates earlier as heretofore specified such annual payment will be decreased accordingly.

17. It is further agreed that every three years, commencing July 1, 2014, the annual payment required for **Licensee** shall be the annual base rental of $_____ plus an additional or lesser amount based upon any increases or decreases in the Consumer Price Index. For the purpose of determining the initial amount of such increase or decrease, the All Urban Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the year 2011 shall be used as a base period. The annual payment shall be increased or decreased by the percentage that such index for the year 2014 has increased or decreased over the base year 2011 up to a maximum percentage adjustment of 10 percent (10%) Subsequent base periods will be adjusted accordingly. For example if in 2014 the Consumer Price Index was an accumulative positive ten percent (10%), the base rental beginning July 1, 2014 will be $_____ and the base period in 2017 will be 2014. **Licensee** will also pay, before date of delinquency, any ad valorem taxes, if any, assessed by any governmental entity, on all **Improvements** constructed by **Licensee** upon the **Licensed Premises.**

18. **Licensee** agrees that it will neither make no use nor permit others attending its special events to make no use of the **Licensed Premises** or the **Improvements** that will in any way endanger the integrity or drainage of the **Galveston Seawall** in any way, which determination will lie in the discretion of the **County Engineer.**

19. **County** will not be responsible for damages to the property of **Licensee,** nor for damages to the property or injuries to the person of **Licensee's** agents, servants, or employees, or others who may be on the **Licensed Premises** or the **Improvements** at its invitation.

20. **County** will not be responsible for damages to property or injuries to persons using or occupying the **Licensed Premises** or the **Improvements,** nor for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said **Licensed Premises** or the **Improvements.**

21. Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this **License Agreement** be construed to impose, create or increase any liability to any third party whatsoever, and b) in no matter shall this **License Agreement** be deemed or construed to operate for the benefit of any third party.

22. **Licensee** will comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the State, County and City, including but not limited to the terms and conditions imposed by the **City of Galveston** under **Specific Permit** issued November 1, 2010 under **Ordinance No. 10-084** and the **State of Texas General Land Office (GLO)** under **Lease No. SL20100044.**

23. **Licensee shall protect, indemnify and save harmless the County of Galveston, its elected and appointed officials, its Department Heads and employees from and against any and all claims, demands and causes of action of any nature whatsoever, including costs of litigation and attorneys' fees, for injury to or death of person, or for loss or damage to property occurring on the Licensed Premises or the Improvements or in any manner growing out of or connection with Licensee's use and occupation of the Licensed Premises or the Improvements during the term of this License Agreement. Licensee will give County prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either Licensee or County. All parties shall have the right to participate in the defense of such claim to the extent of their interest.**

24. **Licensee** shall not maintain nor permit the maintenance of any nuisance, nor any unsightly, offensive or damaging use of the **Licensed Premises** or the **Improvements** covered hereby. **Licensee** will also keep the **Licensed Premises** in a clean, safe and sanitary condition at all times.

25. This **License Agreement** is subject to all existing easements, and easements subsequently granted, for utilities, roadways and other purposes, located or to be located on the **Licensed Premises** on the proviso that any easement subsequently granted will not unreasonably interfere with any rights granted **Licensee** herein.

26. Failure upon the part of **County** to enforce any provision of this **License Agreement** shall not act as a waiver of compliance or estoppel against **County**.

27 **Licensee** agrees to reimburse **County** for its costs, including but not limited to attorneys' fees, expended for any dispute or litigation arising from this **License Agreement.**

28. **Licensee** is prohibited from and hereby agrees not to lease, sublease, assign or underlet the said **Licensed Premises**, or any part thereof (hereinafter called "transfer") except on the prior written consent of **County**, which consent will not be unreasonably withheld. In the event **Licensee** is a legal entity other than an individual, any change in ownership of said entity shall be construed a transfer for the purposes of this Agreement. No Assignment shall relieve any

guarantees of their obligations hereunder. Any such transfer, shall not relieve **Licensee** of any duty, liability or responsibility imposed upon it by this Agreement unless such transfer is in conjunction with the sale of **Licensee's** full interest in its properties adjoining the **Leased Premises** to an unrelated third party and such third party agrees to assume all duties, liabilities or responsibilities imposed upon **Licensee** and **County** gives prior approval to such release of liability.

29. All or any part of such rights and privileges herein granted may be terminated upon ten (10) days prior written notice by **County** for failure of **Licensee** to promptly make annual payment as set forth herein or upon thirty (30) days prior written notice by **County** for failure of **Licensee** to otherwise comply with any or all of the other terms or conditions of this **License Agreement**. In the event there is such a failure to make payment and **Licensee** takes corrective action and makes such payment within this ten (10) day period, or in the event there is such a failure to comply with any or all of the other terms or conditions of this **License Agreement** and **Licensee** takes corrective action and comes into compliance within this thirty (30) day period (or such extension which the **County Engineer** may, but is under no obligation to grant) and such corrective action is to the reasonable satisfaction of **County** as determined by the **County Engineer**, this agreement shall not be terminated. Notwithstanding this thirty (30) day right to cure, however, nothing shall be deemed to prohibit **County** from making such repairs to the **Galveston Seawall**, at **Licensee's** expense, as it deems necessary to protect its property within the same thirty (30) day period.

30. This Agreement may also be terminated by **County** due to nonuse of the **Licensed Premises** by **Licensee** for a one-year period or due to **Licensee's** abandonment of its rights granted herein, and in such event, no 30-day notice is required, and in lieu thereof, a 10-day notice of termination will be given.

31. This license may also be terminated immediately in the event of the commission by **Licensee** of any act of insolvency, the foreclosure of any lien Licensee has given on its properties located adjacent to the **Licensed Premises**, the filing of any voluntary or involuntary actions concerning **Licensee** under any state or federal bankruptcy or other laws for the protection of debtors, an assignment by **Licensee** for the benefit of creditors, or the appointment of a Receiver for **Licensee** or the business of **Licensee** conducted on the **Licensed Premises**.

32. This **License Agreement** will automatically terminate if either the **City of Galveston's Specific Permit** issued November 1, 2010 under **Ordinance No. 10-084** or the **State of Texas General Land Office's Lease No. SL20100044** listed above is revoked or terminated or otherwise expires.

33. This **License Agreement** may be terminated by **County** upon six (6) months prior written notice for any reason or no reason or for convenience.

34. Termination for any reason specified herein shall be without waiver of any cause of action which may be theretofore accrued. Any waiver by **County** shall not operate to modify this **License Agreement**, nor shall it in any manner prejudice any rights of **County** regarding any future violation of any term of this **License Agreement** by **Licensee**, nor shall it constitute a waiver by

County of its right to enforce all provisions of this **License Agreement.**

35. Upon expiration or termination of this **License Agreement, Licensee** agrees to remove all **Improvements,** with the exception of any beach quality sand placed thereon, installed by it within the **Licensed Premises** and to restore the **Galveston Seawall** to the condition it was in prior to its operations under this **License Agreement,** at which time all rights, duties and obligations of the parties shall cease, provided, however, that any and all causes of action theretofore accrued by any party shall not terminate or be extinguished with this **License Agreement** but rather same shall continue in force and effect pending final determination of same.

36. That any notices necessitated by this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

Willie G's Post Oak, a Texas Corporation,
1510 West Loop South
Telephone: 713-386-8003
Fax: 713.623.9320
Email: JGreene@ldry.com

County Judge
County of Galveston
Galveston County Courthouse
722 Moody
Galveston, Texas 77550
Telephone: 409-766-2244
Fax:409-766-4582
Email: Mark.Henry@co.galveston.tx.us

with a copy to

Director, County Legal
County of Galveston
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550
Telephone: 409-770-5565
Fax: 409-770-5560
Email: Harvey.Bazaman@co.galveston.tx.us

The above names and/or addresses may be changed upon written notice from one party being given to the other party.

37. That all of the covenants, conditions and provisions in this Agreement shall extend to and bind both successor **Commissioners' Courts** of the **County** and **Licensee's**, successors and assigns.

38. This Agreement shall be construed under the laws of the State of Texas and venue shall lie in Galveston County, Texas.

39. Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement but such deletion shall in no way effect any other covenant, condition or provision herein contained.

40. The parties hereto agree that in no event shall any members of the Commissioners' Court of the **County** or its elected or appointed officials, department heads, officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof.

41. Any and all provisions and claims in this Agreement can be amended or deleted by **County** and **Licensee** only by mutual agreement and any such change shall be in writing and attached to this **License Agreement** as an addendum.

Executed in duplicate originals this _____ day of _____, 2011.

County of Galveston, Licensor

By: _____
Mark Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

Willie G's Post Oak,
a Texas Corporation

_____
Licensee
By: Steven L. Scheinthal
Vice President
Willie G's Post Oak, Inc.

Main Entrance

A parallelogram shaped tract out of the Galveston Seawall right of way seaward of the Seawall monolith at 25th Street in Galveston, with a base of 49.5 feet and a height of 25.5 feet as shown on the main entrance drawing provided by the applicant and containing 262.25 square feet in area, more or less.

Secondary Entrance

A parallelogram and a triangular shaped tract out of the Galveston Seawall right of way seaward of the Seawall monolith at 25th Street in Galveston. The parallelogram has a base of 49.5 feet and a height of 17.5 feet and the triangle has a base of 15.5 feet and a height of 6.66 feet both shapes of which are shown on the secondary entrance drawing provided by the applicant and containing 917.87 square feet in area, more or less.

NO.	DATE	REVISIONS	APP.

LANDRY'S RESTAURANTS, INC.
1510 WEST LOOP SOUTH
HOUSTON, TEXAS 77027

HISTORIC PLEASURE PIER
WEST ACCESS BRIDGE

MAIN ENTRANCE

BRIDGE PLAN AND PROFILE

STANLEY SPURLING & HAMILTON, INC.
Consulting Engineering Services
T.B.P.E. REGISTRATION # F-000175
3301 Edloe Street, Suite 200 Houston, Texas 77027
Phone 713-776-9433 Fax 713-776-2439

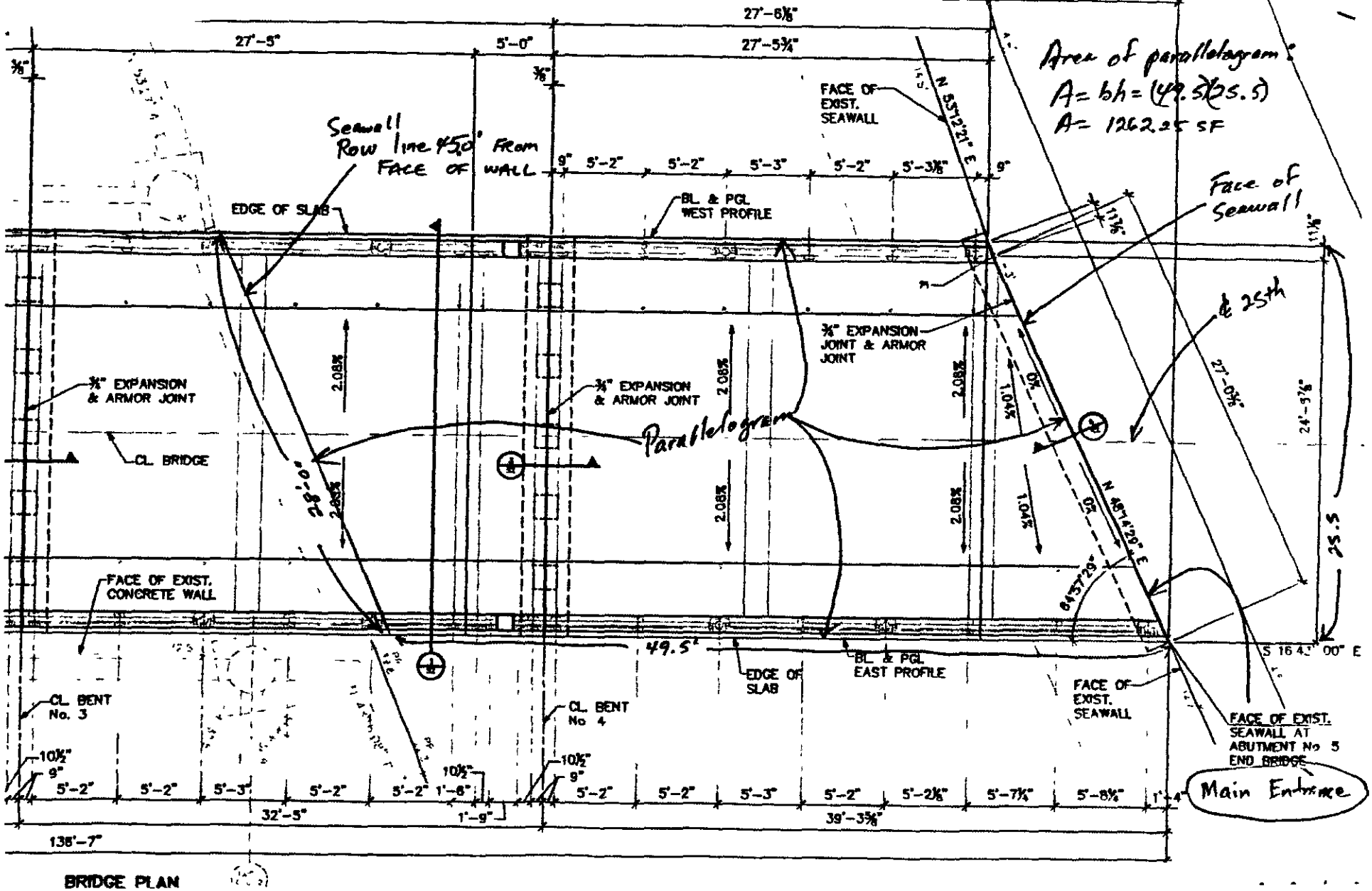
SCALE: AS NOTED DGN. BY: LH
DATE. 07-30-10 DWN. BY: KD
JOB NO. 0403-0011 DWG. NO.
SUBMITTED:

STATE OF TEXAS
LOUIS A. HAMILTON
81477
LICENSED PROFESSIONAL ENGINEER
7-30-10

SHEET NO.
S1
OF 7

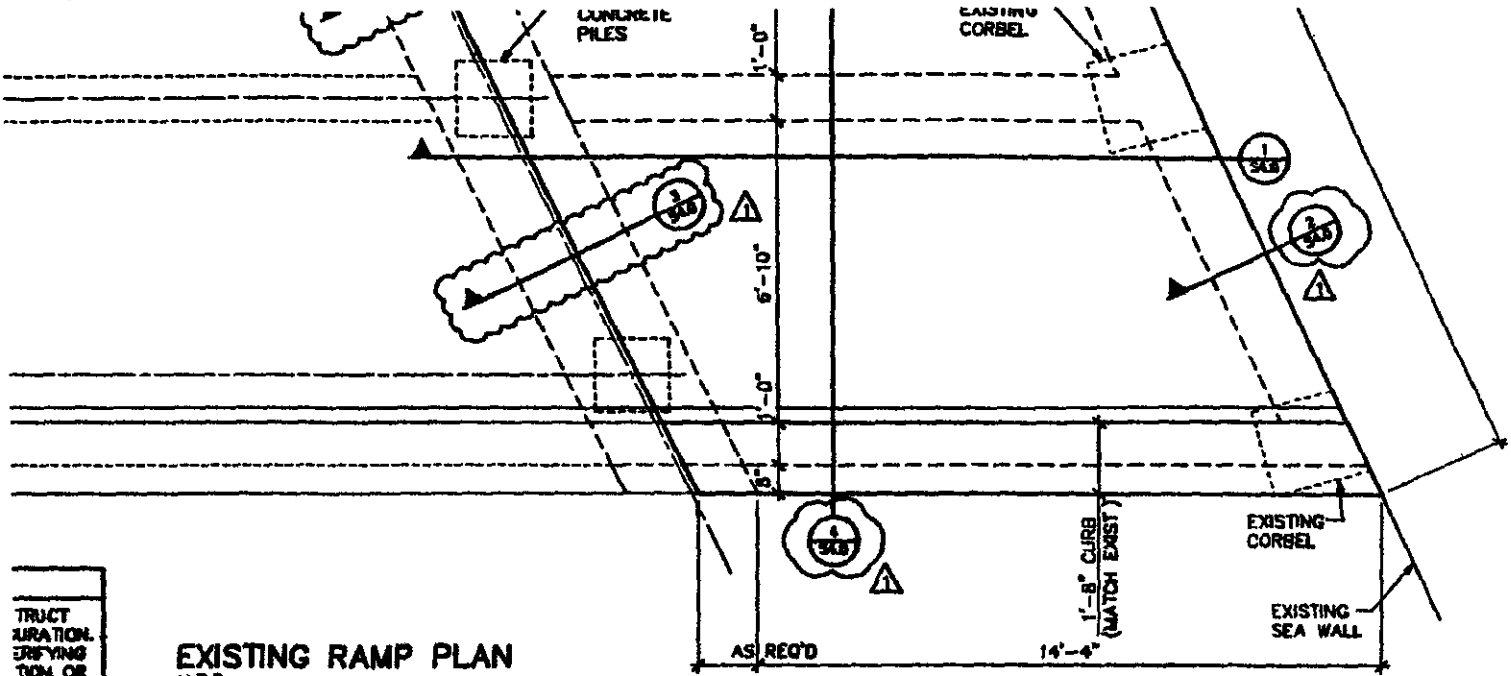
7/30/2010 2:54 PM Q:\0400\0403\0403-0022\STRUCTURAL DWGS\403022S1-PLAN.DWG KANYON DOBBINS

"A-2"



Area of parallelogram:
A= bh= (49.5)(25.5)
A= 1262.25 SF
Seawall Row line 45.0' From FACE OF WALL
Face of Seawall
℄ 25th
Parallelogram
FACE OF EXIST. SEAWALL
EDGE OF SLAB
BL. & PGL WEST PROFILE
¾" EXPANSION JOINT & ARMOR JOINT
¾" EXPANSION & ARMOR JOINT
CL. BRIDGE
FACE OF EXIST. CONCRETE WALL
49.5'
BL. & PGL EAST PROFILE
CL. BENT No. 3
CL. BENT No 4
FACE OF EXIST. SEAWALL AT ABUTMENT No 5 END BRIDGE
Main Entrance
N 53°12'21" E
N 48°14'29" E
S 16°43'00" E
27'-6⅛"
27'-5"
5'-0"
27'-5¾"
32'-5"
39'-3⅝"
138'-7"

BRIDGE PLAN



EXISTING RAMP PLAN
N.T.S.

NO.	DATE	REVISIONS	APP
1	01/08/19	REVISION 1	LH

LANDRY'S RESTAURANTS, INC.
1510 WEST LOOP SOUTH
HOUSTON, TEXAS 77027

FLAGSHIP HOTEL
CONCRETE PIER REPAIR

EXISTING RAMP REPAIR
~~PLAN & SECTIONS~~
Secondary ENTRANCE

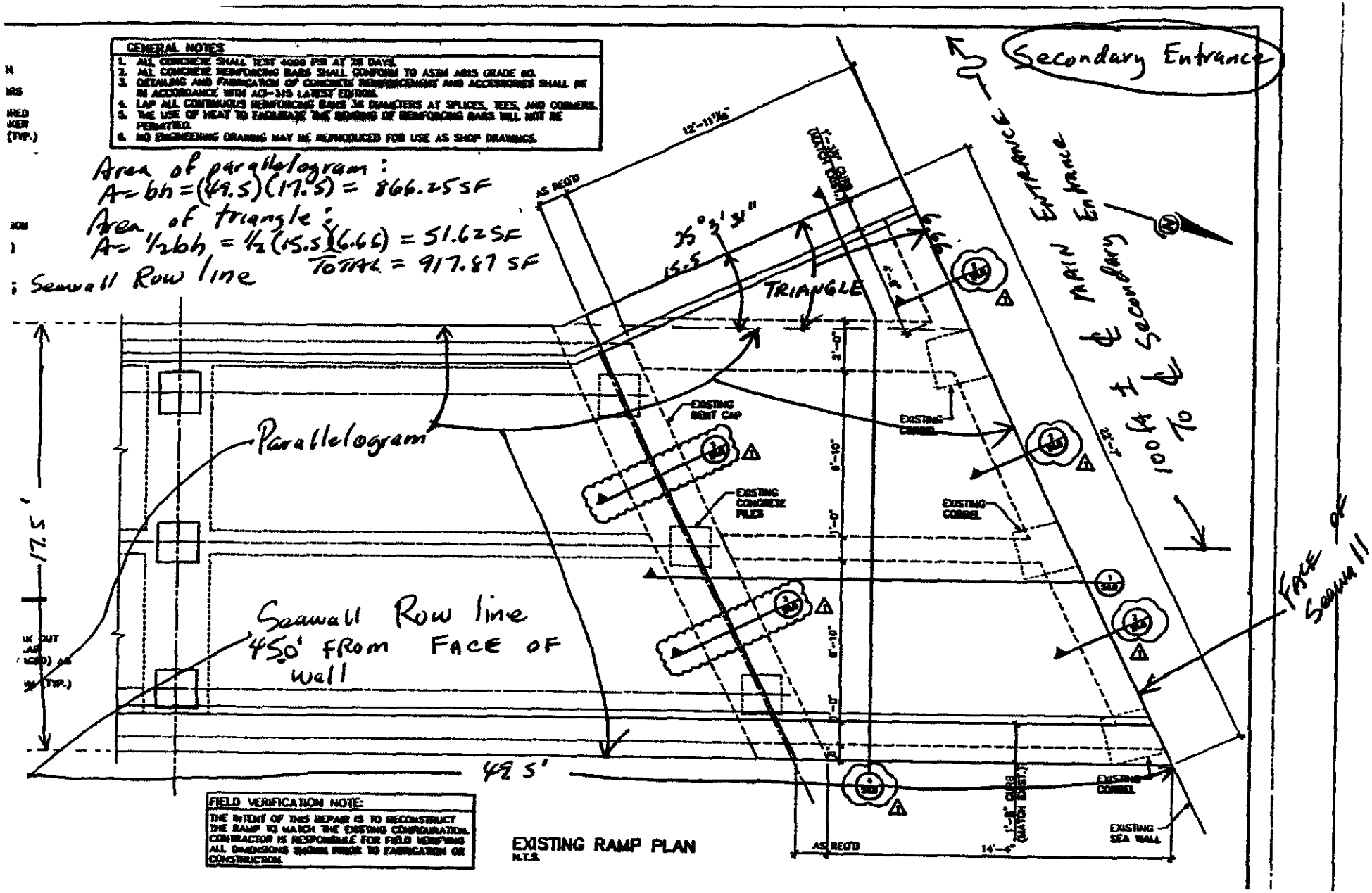
STANLEY ENGINEERING COMPANY INC.
TBPE# REGISTRATION # F-000178
3301 EDLOE ST. SUITE 209 HOUSTON, TEXAS 77027
PH: 713-778-8433
E-MAIL: SECINC@STANLEYENGINEERING.NET

SCALE: AS NOTED DGN. BY: LH
DATE: 01-08-19 DWN. BY: KD
JOB NO. 0403-0016 DWG. NO. 40301654.0

LOUIS A. HAMILTON
81477
01-08-19

SHEET NO.
S4.0
OF 4

1/8/2019 1:35 PM Q:\0400\0403\0403-0016\STRUCTURAL DWGS\40301654.0.DWG JOSE AREVALO



EXISTING RAMP PLAN
N.T.S.

AGENDA ITEM #12a

COMMISSIONER'S COURT BUYOUT LIST 5_03_2011 COURT ACTION DATE

No	Court Action Date	CAD Number	Property ID	Owners Last Name	Owners First Name	Damaged Property Address	Presented Offer Date
1	4/14/2010	4204-0000-0010-000	R124980	Woore,	Tom D & Melinda	16702 W Beach Rd Jamaica Beach TX	3/18/2010
2	4/14/2010	4204-0001-0011-000	R124981	Shuber	Linda E & Jack	16706 W Beach Rd Jamaica Beach TX	3/16/2010
3	4/14/2010	4204-0002-0010-000	R125003	Picone	Arthur Jr & Christy Schuler	16734 W Beach Rd Jamaica Beach TX	3/14/2010
4	4/14/2010	4215-0000-0002-000	R125371	Jammal	Cory T	16929 Jamaica Beach Rd Jamaica Beach TX	3/16/2010
5	4/14/2010	4215-0000-0003-000	R125372	Rice	William R	16925 Jamaica Beach Rd Jamaica Beach TX	3/18/2010
6	4/14/2010	4215-0000-0004-000	R125373	McDaniel	Micheal	16921 Jamaica Beach Rd Jamaica Beach TX	3/17/2010
7	4/14/2010	4215-0000-0007-000	R125376	Van Vulpen	Pauline & Betty F Wallace	16913 Jamaica Beach Rd Jamaica Beach, TX	3/20/2010
8	4/14/2010	4215-0000-0010-000	R125379	Murphy	Anne	16930 Beachcomber Jamaica Beach,TX	3/16/2010
9	4/14/2010	1204-0000-0024-000	R172208	McGee	Webster R	2784 Hwy 87 Gilchrist TX 77617	4/1/2010
10	4/14/2010	4050-0000-0241-000	R179218	Vanderling	Wery & Rober	2578 Holiday Drive Crystal Beach TX 77650	3/18/2010
11	4/14/2010	4960-0003-0029-000	R179403	Jacobs	Dan	963 S Stingaree Dr Crystal Beach TX 77650	4/5/2010
12	4/14/2010	6040-0000-0029-000	R179921	Downs	Bradford K & Clara	2888 Tropicana Dr Crystal Beach TX 77650	3/16/2010
13	4/14/2010	6040-0000-0033-000	R179925	Meaux Sr	Lamont E	2910 Tropicana Dr Crystal Beach, TX	3/17/2010
14	4/14/2010	6040-0000-0034-000	R179926	Brown	James N DDS	2916 Tropicana Dr Crystal Beach TX	3/16/2010
15	4/14/2010	6040-0000-0035-000	R179927	Wolfe	Larry	2920 Tropicana Crystal Beach TX	3/17/2010
16	4/14/2010	7120-0008-0011-000	R180977	Spell	Lena J	2809 Tradewinds Crystal Beach TX 77650	3/16/2010
17	4/14/2010	7120-0008-0012-000	R180978	Cowle	Mark	2793 Tradewinds Ln Crystal Beach TX	3/16/2010
18	4/14/2010	7120-0008-0013-000	R180979	Garza	Charles V	2789 Tradewind Ln Crystal Beach TX	3/16/2010
19	4/14/2010	7120-0010-0004-000	R180999	Bridwell	Ronald P	2764 Tradewind Ln Crystal Beach TX	3/16/2010
20	4/14/2010	7120-0011-0001-000	R181004	Franchville	Robert	2782 Tradewind Ln, Crystal Beach TX	3/16/2010
21	4/14/2010	7120-0011-0005-000	R181008	Andrues	Paul	2794 Tradewind Ln Crystal Beach, TX 77650	3/17/2010
22	4/14/2010	7120-0011-0009-000	R181012	Salter	James A	2812 Tradewind Ln Crystal Beach TX	3/16/2010
23	4/21/2010	1204-0000-0002-000	R172186	Sanchez	Eddie & Elizabeth	2616 Hwy 87 Gilchrist TX 77617	4/1/2010
24	4/21/2010	1204-0000-0003-000	R172187	Kinsey	Victor & Patricia	2632 Hwy 87 Gilchrist TX 77617	4/14/2010
25	4/21/2010	1204-0000-0005-000	R172189	Simpson Jr	Leo J	2660 Hwy 87 Gilchrist TX 77617	4/2/2010
26	4/21/2010	1204-0000-0017-000	R172201	Miller	Michael D	2778 Hwy 87 Gilchrist TX 77617	4/14/2010
27	4/21/2010	1204-0000-0018-000	R172202	Fleming	Patrick	2796 Hwy 87 Gilchrist TX 77617	4/14/2010
28	4/21/2010	1204-0000-0019-000	R172203	Carter	Wilbur Eberhart Heirs	2814 Hwy 87 Gilchrist TX 77617	4/14/2010
29	4/21/2010	1204-0000-0020-000	R172204	Irving	Ricky & Shannon	2830 Hwy 87 Gilchrist TX 77617	4/2/2010
30	4/21/2010	1204-0000-0021-000	R172205	Smith	Jeffrey Kay	2848 Hwy 87 Gilchrist TX 77617	4/2/2010
31	4/21/2010	1204-0000-0022-000	R172206	Hawley	Jason M	2864 Hwy 87 Gilchrist TX 77617	4/6/2010
32	4/21/2010	1204-0000-0025-000	R172209	Sage	Patsy	2908 Hwy 87 Gilchrist TX 77617	4/1/2010
33	4/21/2010	1204-0000-0026-000	R172210	Ford	John W	2926 Hwy 87 Gilchrist TX 77617	4/6/2010
34	4/21/2010	2270-0000-0004-000	R177008	Stewart	Mitzie Kay	826 Cajun Dr Gilchrist TX 77617	4/14/2010
35	4/21/2010	2270-0000-0005-000	R177009	Lopez	Ryan Edward	830 Cajun Dr Gilchrist TX 77617	4/14/2010
36	4/21/2010	2657-0000-0003-000	R177201	Gardner	Keith Lewis & Amy	1004 Elizabeth St Gilchrist TX 77617 & Lots 643	4/14/2010
37	4/21/2010	2657-0000-0004-000	R177202	Gardner	Keith Lewis & Amy	1004 Elizabeth St Gilchrist TX 77617 & Lots 643	4/14/2010
38	4/21/2010	2657-0000-0005-000	R177203	Gardner	Keith Lewis & Amy	1004 Elizabeth St Gilchrist TX 77617 & Lots 643	4/14/2010
39	4/21/2010	2657-0000-0007-000	R177205	Gardner	Keith Lewis & Amy	1004 Elizabeth St Gilchrist TX 77617	4/14/2010
40	4/21/2010	2657-0000-0008-000	R177206	Rogers	Randy & Nancy	1004 Elizabeth St Gilchrist TX 77617	4/14/2010
41	4/21/2010	2657-0000-0009-000	R177207	Rogers	Marilyn	1004 Elizabeth St Gilchrist TX 77617	4/14/2010
42	4/21/2010	2657-0000-0010-000	R177208	Mark Saunders	Lori	1004 Elizabeth St Gilchrist TX 77617	4/14/2010
43	4/21/2010	2658-0000-0005-000	R177213	Kyllonen	Barbara A	1004 Hwy 87 Gilchrist TX 77617	4/14/2010
44	4/21/2010	2658-0000-0008-000	R177216	Livingston	Clifford Lee	1004 Church St Gilchrist TX 77617	4/12/2010
45	4/21/2010	2658-0001-0000-000	R177217	De Leo	Thomas A	1004 Church St Gilchrist TX 77617	4/6/2010
46	4/21/2010	2658-0001-0005-000	R177221	Hamrick	Jason Ray	1004 Block 4 Sm Ac Gilchrist TX 77617	4/14/2010
47	4/21/2010	2664-0003-0000-000	R177864	Rodriguez	Lucas R	1540 Highway 87 Gilchrist TX 77617	4/14/2010
48	4/21/2010	2665-0002-0004-000	R177873	Hunt	Kelly	1004 A Pinewood St Gilchrist TX 77617	4/14/2010
49	4/21/2010	2671-0000-0007-000	R177913	McClellan	Nadine D	1348 Sand Castle Dr Crystal Beach TX 77650	4/9/2010
50	4/21/2010	2680-0000-0004-000	R178005	Tyler	Gregory & Nancy	1004 Cedar Lane Crystal Beach TX 77650	4/14/2010

COMMISSIONER S COURT BUYOUT LIST 5/03/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owners Last Name	Owners First Name	Damaged Property Address	Presented Offer Date
51	4/12/2010	3550-0013-0005-000	R172951	Taylor	Michael	309 E Cedar Lane Crystal Beach TX 77650	4/14/2010
52	4/12/2010	4050-0000-0278-000	R179056	Heaney	Barry & Mary	2641 Holiday Dr Crystal Beach TX 77650	4/16/2010
53	4/12/2010	4050-0000-0329-000	R179258	Day	[illegible]	2628 Holiday Crystal Beach TX 77650	4/16/2010
54	4/12/2010	4050-0000-0006-000	R179035	Burgess	Robert Mark	2630 Holiday Dr Crystal Beach TX 77650	4/16/2010
55	4/12/2010	4050-0000-0006-000	R179035	Hawthorne	Steve A	2630 Holiday Crystal Beach TX 77650	4/16/2010
56	4/12/2010	6550-0006-0001-000	R186427	Pugh	Gary D	2553 Tarpon Way Crystal Beach TX 77650	4/19/2010
57	4/12/2010	4050-0000-0008-000	R179035	Tanner	Michael	2642 Holiday Crystal Beach TX	4/16/2010
58	4/12/2010	4050-0000-0006-000	R179035	Sutton	Kent	2630 Holiday Dr Crystal Beach TX 77650	4/16/2010
59	4/12/2010	3550-0000-0005-000	R172951	Cooley	Jim	309 Cedar Ln Crystal Beach TX 77650	4/14/2010
60	4/12/2010	4050-0000-0278-000	R179056	Heaney	Sue	2641 Holiday Dr Crystal Beach TX 77650	4/16/2010
61	4/12/2010	3550-0013-0005-000	R172951	Taylor	Michael	309 E Cedar Ln Crystal Beach TX 77650	4/14/2010
62	4/12/2010	4050-0000-0006-000	R179035	Burgess	Robert T	2630 Holiday Dr Crystal Beach TX 77650	4/16/2010
63	4/12/2010	4050-0000-0000-000	R179001	Cramer	Alan	2574 Holiday Dr Crystal Beach TX 77650	4/16/2010
64	4/12/2010	4050-0000-0000-000	R179001	Cramer	Alan	2574 Holiday Dr Crystal Beach TX 77650	4/16/2010
65	4/12/2010	4050-0000-0000-000	R179001	Cramer	Alan	2574 Holiday Dr Crystal Beach TX 77650	4/16/2010
66	4/12/2010	3550-0006-0001-000	R172951	Cooley	Jim	309 E Cedar Ln Crystal Beach TX 77650	4/14/2010
67	4/12/2010	4050-0000-0000-000	R179001	Cramer	Alan	2574 Holiday Crystal Beach TX 77650	4/16/2010
68	4/12/2010	4050-0000-0000-000	R179001	Cramer	Alan	2574 Holiday Dr Crystal Beach TX 77650	4/16/2010
69	4/12/2010	4050-0000-0000-000	R179001	Cramer	Alan	2574 Holiday Dr Crystal Beach TX 77650	4/16/2010
70	4/12/2010	4050-0000-0000-000	R179001	Cramer	Alan	2574 Holiday Dr Crystal Beach TX 77650	4/16/2010
71	5/5/2010	1204-0000-0006-000	R172190	Sarman	Linda R	2648 Hwy 87 Gilchrist TX 77617	4/16/2010
72	5/5/2010	1204-0000-0020-000	R172204	Hancock	Doug & Gail	2752 Hwy 87 Gilchrist TX 77617	4/21/2010
73	5/5/2010	1204-0000-0030-000	R172214	Smith	Greg & Josie	2826 Hwy 87 Gilchrist TX 77617	4/21/2010
74	5/5/2010	2205-0000-0290-000	R172505	Carney	Lillie M	1412 Van Sant Gilchrist TX 77617	4/27/2010
75	5/5/2010	0054-0022-0000-000	R173821	Moore, Jr	Teddy	1188 Bryants Ln. Caplen TX 77617	4/20/2010
76	5/5/2010	2210-0003-0003-000	R176944	Arun	Stephen J	989 Johnson Rd Gilchrist TX 77617	4/16/2010
77	5/5/2010	2210-0003-0007-000	R176948	Woodson	Michael	980 Lazy Lane Gilchrist,TX 77617	4/27/2010
78	5/5/2010	3585-0011-0000-003	R177512	Brett	Mary E & Joseph D	979 Alicia Dr Gilchrist TX 77617	4/16/2010
79	5/5/2010	7335-0001-0002-002	R178179	Russenberger	Frank	981 Beaumont Ave Gilchrist TX 77617	4/16/2010
80	5/5/2010	1067-0000-0090-000	R178476	Hooper	Fred D Jr	2116 Gulf St Crystal Beach TX 77650	4/17/2010
81	5/5/2010	4050-0000-0331-000	R179208	Thornton	Patricia	2618 Holiday Dr Crystal Beach TX 77650	4/27/2010
82	5/5/2010	4050-0000-0342-000	R179219	Cramer	Alan	2574 Holiday Crystal Beach TX 77650	4/21/2010
83	5/5/2010	5135-0000-0043-000	R179477	Hebert	Alton John	849 Meyng Ln Crystal Beach TX 77650	4/27/2010
84	5/5/2010	0068-0012-0000-000	R181375	Cramer	Alan	1096 Hwy 87 Gilchrist TX 77617	4/21/2010
85	5/5/2010	6550-0006-0015-000	R186431	Hughes	Benny H & Allison	3592 Tarpon Way Crystal Beach TX 77650	4/19/2010
86	5/5/2010	1868-0000-0134-001	R214702	Jacobs	Dan	1142 Gullview Rd. Crystal Beach, TX 77650	4/22/2010
87	5/5/2010	3958-0000-0003-000	R217389	Neal	Paul	1940 Avenue J Crystal Beach TX 77650	4/15/2010
88	5/5/2010	3958-0000-0011-000	R217397	Henley	Terry	1937 Avenue J Crystal Beach, TX 77650	4/15/2010
89	5/5/2010	3958-0000-0012-000	R217398	Henley	Terry	1939 Avenue J Crystal Beach TX 77650	4/15/2010
90	5/5/2010	7335-0003-0001-001	R293733	Thornton	Jack & Jennie	982 Austin Dr Gilchrist TX 77617	4/27/2010
91	5/12/2010	4107 0000-0021 002	R170402	Wall Jr	C H	955 James Rd Gilchrist TX 77617	4/21/2010
92	5/12/2010	2205-0000-0423-000	R 72633	Nguyen	Kim	1023 Mabry Gilchrist TX 77617	4/28/2010
93	5/12/2010	7825-0004 0011-000	R176923	Rosales Motola	Ysidoro	998 Marjorie Gilchrist TX 77617	4/27/2010
94	5/12/2010	3276-0001 0033-000	R177332	Cramer	Alan	1140 Faggards Slip Gilchrist TX 77617	4/29/2010
95	5/12/2010	3585-0011-0000 001	R177516	Turner	Steven L & Nancy	999 Alicia Dr Gilchrist TX 77617	4/21/2010
96	5/12/2010	30 3 0000 0016 000	R179e4	Mazzu	Thomas J	977 Mazzu St Gilchrist TX 77617	4/28/2010
97	5/12/2010	2964-0073 0000-000	R176142	Sartwelle	Charlie	1720 Hwy 87 Gilchrist TX 77617	4/15/2010
98	5/12/2010	4050 0000-0336 000	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	4/26/2010
99	5/12/20 v	4050-0000 0337 000	R179214	Baker	John R	2590 Holiday Dr Crystal Beach TX 77650	4/26/2010
100	[illegible]	4050-0000 0339 000	R179215	Colras	Joe	2584 Holiday Crystal Beach TX 77650	4/26/2010

COMMISSIONER'S COURT BUYOUT LIST 5/03/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
101	5/12/2010	4467 0001 0001-000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	4/26/2010
102	5/12/2010	4467 0002 0001-000	R179240	Forey	Richard	3264 Pridesway Crystal Beach TX 77650	4/27/2010
103	5/12/2010	4980 0004 0027-000	R179429	Mullins	Katherine J & Robert W	968 Stingaree Dr Crystal Beach TX 77650	4/26/2010
104	5/12/2010	5335 0000 0008-000	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	4/28/2010
105	5/12/2010	6363 0001 0007 000	R180300	Cordts	E G Jr	3550 Smiths Point Crystal Beach TX 77650	4/28/2010
106	5/12/2010	6363 0001 0009 000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	4/29/2010
107	5/12/2010	6275-0001-0012-000	R180414	Siem	Joan	2340 Trinidad Crystal Beach TX 77650	4/26/2010
108	5/12/2010	0068 0010-0000-000	R181373	Anderson	Martha E	962 Martha s Vineyard Ln Gilchrist TX 77617	4/26/2010
109	5/12/2010	3200-0000-0212 000	R216218	Ballew	Mike & Margo	1342 Emerald Dr Crystal Beach, TX 77650	4/26/2010
110	5/12/2010	3201 0003-0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beacn TX 77650	4/23/2010
111	5/12/2010	5655 0001 0017-000	R217948	Prosl	Theodore	1990 Gulf Rd Crystal Beach TX 77650	4/22/2010
112	5/19/2010	4107-0000-0008-000	R170388	Randall	Lionel	987 Cade St Gilchrist TX 77617	4/29/2010
113	5/19/2010	1204 0000 0009-000	R172193	Shelf's Gilchrist House	Kocurek Scott L & Michelle	2670 Hwy 87 Gilchrist TX 77617	4/28/2010
114	5/19/2010	2205-0000-0126-000	R172351	Berry	Yvonne	1413 Van Sant Gilchrist TX 77617	5/3/2010
115	5/19/2010	2205-0000-0447-000	R172655	Boudreaux	David	1118 Mabry Gilchrist TX 77617	5/1/2010
116	5/19/2010	0054 0003 0000-000	R173798	Bauer	Arthur R & Gail E	990 Gordon Dr Caplen TX 77617	4/30/2010
117	5/19/2010	0064-0049-0000-000	R176666	Sisk	Dorothy	1608 Hwy 87 Gilchrist TX 77617	5/4/2010
118	5/19/2010	1590-0002-0021 000	R176684	Mirocchi	Marjannie	1014 Deens St Gilchrist TX 77617	5/11/2010
119	5/19/2010	2210-0002-0011 000	R176937	Wells	Ross & Daughtry Richard	1362 Keith Ave Gilchrist TX 77617	5/11/2010
120	5/19/2010	2210-0003 0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	4/28/2010
121	5/19/2010	2958-0001-0008-002	R177259	Atkinson	John S	988 Kirks Rd Gilchrist TX 77617	4/22/2010
122	5/19/2010	2958-0001 0009-002	R177261	Clark	Rons & Barbara	992 Kirk Rd Gilchrist TX 77617	5/4/2010
123	5/19/2010	3276-0001-0025-000	R177324	Meadows	Bobby J	1112 Faggard Slip Rd Gilchrist TX 77617	5/11/2010
124	5/19/2010	3585-0015-0004-000	R177548	Shonka	Frank	990 Kirkpatrick Gilchrist TX 77617	5/4/2010
125	5/19/2010	3585-0020-0006-001	R177781	Robbins	Cliff	983 French Road Gilchrist, TX 77617	5/7/2010
126	5/19/2010	5010-0000-0019-000	R177967	Mazzu	Donald J & Anna M	989 Mazzu St Gilchrist TX 77617	4/29/2010
127	5/19/2010	1067 0000-0080-000	R178467	Harvey Schneider	Mary N & Kenneth	965 Alberdie Dr Crystal Beach TX 77650	5/5/2010
128	5/19/2010	3075-0000-0015-000	R178531	Frost	Jack	2389 Sand Drift Crystal Beach TX 77650	5/7/2010
129	5/19/2010	4050-0000-0204-000	R179087	Gaspard	Norman & Regina	2601 Breaker Crystal Beach TX 77650	5/11/2010
130	5/19/2010	6270-0001-0013-000	R180356	Hatch	Sherrye	3184 Gulf Castle Crystal Beach, TX 77650	4/14/2010
131	5/19/2010	6550-0006-0016-000	R186432	Nichols	H G Sr estate of R Allan	3594 Tarpon Way Crystal Beach TX 77650	5/7/2010
132	5/19/2010	5134-0000-0018-000	R214294	Quinn	Robert G	1390 Gulf Crystal Beach TX 77650	5/8/2010
133	5/19/2010	3200-0000-0210-000	R216216	Burgess	James C & Irene A	1346 Emerald Dr Crystal Beach TX 77650	4/29/2010
134	5/19/2010	3200-0000-0293-000	R216295	Unruh	James & Eulalia	803 Surfview Emerald Beach, TX 77650	5/11/2010
135	5/19/2010	3200-0000-0295-000	R216297	Follis	Ed B	1336 Emerald Dr Crystal Beach TX 77650	5/7/2010
136	5/19/2010	3200-0000-0463-000	R216444	Lees	William	1320 Emerald Dr Crystal Beach TX 77650	5/7/2010
137	5/26/2010	3736-0000-0185-000	R172154	Hale	James	1050 Big Street Gilchrist TX 77617	5/12/2010
138	5/26/2010	1445-0000-0078-000	R178850	Hornbuckle	Virginia	971 Hart Ave Gilchrist TX 77617	5/3/2010
139	5/26/2010	2265-0000-0014-000	R172277	Donohue	Raymond & Lisa	1001 Big St Gilchrist TX 77617	5/13/2010
140	5/26/2010	2265-0002-0000-000	R172480	Cowling	Terry L & Deborah J	940 Hwy 87 Gilchrist TX 77617	5/7/2010
141	5/26/2010	6365-0001-0004-000	R179539	Rowland	Mark & Caroline	2360 Sandpiper Gilchrist TX 77617	5/6/2010
142	5/26/2010	3585-0001-0014-000	R177610	Cone	Glenn A	5088 Sandpiper Crystal Beach TX 77650	5/10/2010
143	5/26/2010	3745-0001-0010-000	R178746	Calder	Glenn Ray	1010 Alberdie Dr Crystal Beach TX 77650	5/13/2010
144	5/26/2010	3745-0001-0004-000	R178741	Mayhugh	Steve & Tabetha	1085 Alberdie Crystal Beach TX 77650	5/7/2010
145	5/26/2010	4650-0000-0010-000	R179821	Dunlap	J Alan	2645 Bermuda Crystal Beach TX 77650	5/11/2010
146	5/26/2010	5250-0000-0003-000	R217845	McClellan	Scott & Patricia	940 Gulf Street Crystal Beach TX 77650	5/7/2010
147	5/26/2010	0250-0010-0000-000	R216827	Windsinger	Don & Susan	1004 Hollis Ln Crystal Beach TX 77650	5/13/2010
148	5/26/2010	6180-0000-0002-000	R178820	Hebert	Clay L	5276 Bayou Shore Crystal Beach TX 77650	5/11/2010
149	5/26/2010	7336-0000-0001-004	R180823	Baker	Robin & Amanda	989 Butterfield Gilchrist TX 77617	5/11/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
150	6/2/2010	4107-0000-0020-000	R170400	Galewsky	Harry	958 James Rd Gilchrist TX 77617	5/19/2010
151	6/2/2010	1593-0002-0016-000	R176880	Todd	Laura Ann & Monroe Lee	1038 Deens St Gilchrist TX 77617	5/14/2010
152	6/2/2010	1825-0002-0004-001	R176880	Beerer	Larry D	970 Dolly St Gilchrist TX 77617	5/16/2010
153	6/2/2010	1825-0003-0003-002	R176901	Finley	George Larry Carolyn	970 Jean St Gilchrist TX 77617	5/3/2010
154	6/2/2010	1825-0003-0006-000	R176903	Serafino	Aless Ann Isbell	976 Jean St Gilchrist TX 77617	5/14/2010
155	6/2/2010	2210-0001-0000-000	R176929	Blackwell	Daniel	968 Johnson Rd Gilchrist TX 77617	5/13/2010
156	6/2/2010	2957-0003-0007-001	R177232	Kaleta	Richard & Teresa	974 Mae St Gilchrist TX 77617	5/18/2010
157	6/2/2010	3276-0003-0009-000	R177404	Hellinger	Charles N	1048 Waco Gilchrist TX 77650	5/14/2010
158	6/2/2010	3585-0008-0000-007	R177504	Haddox	Ronald & Anna Lee	978 Katy St Gilchrist TX 77617	5/17/2010
159	6/2/2010	3586-0025-0006-000	R177591	Bieligk	Michael	983 Bos Rd Gilchrist TX	5/12/2010
160	6/2/2010	4110-0001-0005-000	R177841	Marcon	Howard Anthony Sandry	977 S Deens St Gilchrist TX 77617	5/11/2010
161	6/2/2010	3075-0000-0006-000	R178520	Radley	Don/Radley Family LP	2402 Sand Drift Ln Crystal Beach TX 77650	5/18/2010
162	6/2/2010	5435-0000-0042-000	R179476	Hanson Todd	Beachrock Trust	865 Meynig Dr Crystal Beach TX 77650	5/10/2010
163	6/2/2010	1845-0002-0016-000	R214539	Cramer	Alan	1848 Pompano Crystal Beach TX 77650	5/19/2010
164	6/2/2010	1945-0003-0004-000	R214556	Denena	Johnny	1800 Redfish Lane Crystal Beach TX 77650	5/17/2010
165	6/2/2010	1865-0000-0143-000	R2 4719	Hulsey	LMH Trust	819 East Rd Crystal Beach TX 77650	5/13/2010
166	6/2/2010	6280-0010-0001-000	R218628	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	5/14/2010
167	6/2/2010	6280-0010-0006-000	R2 803	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	5/21/2010
168	6/2/2010	7315-0000-0049-000	R218272	Langtree	John A	830 Alma Ln Crystal Beach TX 77650	5/20/2010
169	6/2/2010	3276-000 -0070-001	R381412	Forsythe	Sallie & Jessie	1275 Faggards Slip Gilchrist TX 77617	5/13/2010
170	6/9/2010	2205-0000-0197-000	R172421	Wheeler	Eileen	1071 Van Sant Gilchrist TX 77617	5/25/2010
171	6/9/2010	4040-0000-0026-000	R172894	Harwell	Michael	2552 Hwy 87 Gilchrist TX 77617	5/19/2010
172	6/9/2010	4040-0000-0031-000	R172899	Stronach	Donald A & Marjorie A	2548 Hwy 87 Gilchrist TX 77617	5/26/2010
173	6/9/2010	2210-0002-0007-000	R176935	McAbee	David	1376 Keith Ave Gilchrist TX 77617	5/18/2010
174	6/9/2010	2955-0007-0013-000	R177099	Fuselier	Harold & Elaine	977 Bay St Gilchrist TX 77617	5/24/2010
175	6/9/2010	4660-0018-0009-000	R177938	Johnston	Irwin B	989 Daigle Dr Gilchrist TX 77617	5/26/2010
176	6/9/2010	5670-0000-0176-000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	5/21/2010
177	6/9/2010	7120-0002-0028-000	R180786	Arisco	Ida Joyce	915 Driftwood Dr Crystal Beach TX 77650	5/25/2010
178	6/9/2010	3201-0013-0214-000	R216693	Cribbs	C Haden Jr	2023 Lakeview Dr Crystal Beach TX 77650	5/25/2010
179	6/9/2010	3201-0013-0215-000	R216695	Cribbs	C Haden Jr	2025 Lakeview Dr Crystal Beach TX 77650	5/25/2010
180	6/9/2010	6280-0010-0004-000	R218029	Umstead	Billy J & Yoriko	1774 Redfish Ln Crystal Beach TX 77650	5/24/2010
181	6/9/2010	7336-0000-0001-003	R363828	Escagne	Allen H	997 Butterfield Ln Gilchrist TX 77617	5/25/2010
182	6/16/2010	1640-0000-0001-000	R170266	Kennett	Lyn Piland	937 James Rd Gilchrist TX 77617	5/27/2010
183	6/16/2010	2119-0000-0003-001	R170357	Maynard	Glenda W.	846 Miami Gilchrist TX 77617	5/26/2010
184	6/16/2010	4040-0000-0022-000	R172890	Martino	Joseph	2518 Hwy 87 Gilchrist TX 77617	5/25/2010
185	6/16/2010	1610-0001-0017-000	R176782	Beasley	William E	1965 Hwy 87 Gilchrist TX 776517	6/8/2010
186	6/16/2010	1635-0000-0080-000	R176864	Bristow	Marvin E & Patricia	1048 Beachfront Rd Gilchrist TX	6/2/2010
187	6/16/2010	2955-0002-0007-000	R177091	Johnson	Larry W	982 Gayle St Gilchrist TX 77617	5/25/2010
188	6/16/2010	2957-0002-0016-000	R177219	Goss	Randall & Lynna	989 Margaret Gilchrist TX 77617	5/27/2010
189	6/16/2010	3585-0013-0004-000	R177531	Kurtin	Mark & Deborah	988 Faggards Slip Gilchrist TX 77617	6/8/2010
190	6/16/2010	3587-0014-0008-000	R177720	McNeill-Henney	Stephanie & Julia-Chris	1029 Gulf Supply Rd Gilchrist TX 77617	5/29/2010
191	6/16/2010	6182-0000-0001-000	R178116	Brown	Clint Wayne	1047 Joy St Gilchrist TX 77617	6/6/2010
192	6/16/2010	7336-0000-0004-001	R178203	Tabor	Richard F & Anna J	997 Geary St Gilchrist TX 77617	5/31/2010
193	6/16/2010	7120-0012-0003-000	R181015	Smafes	Fred	2824 Tradewinds Crystal Beach TX 77650	6/2/2010
194	6/16/2010	1865-0000-0128-001	R214690	Hogan	Claudine	1114 Gulfview Dr Crystal Beach TX 77650	5/26/2010
195	6/16/2010	2673-0000-0005-000	R215694	Casey	Mary	1246 Gulf Rd Crystal Beach TX 77650	5/26/2010
196	6/16/2010	1251-0000-0004-000	R502584	Harrison	T.W.	2463 Audubon Ave Gilchrist TX 77617	5/28/2010
197	6/16/2010	1252-0000-0001-000	R512292	Harrison	T.W	2502 Audubon Ave Gilchrist TX 77617	5/28/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
198	6/30/2010	1640-0000-0002 000	R170267	Polk	Carol J	945 James Rd Gilchrist TX 77617	6/7/2010
199	6/30/2010	2205-0000-0186 000	R172411	Brumfield	Ralph Neil & Mary Ann	1123 Van Sant Gilchrist TX 77617	6/4/2010
200	6/30/2010	4040-0000-0029 000	R172897	Duplantis	Stephen	2570 Hwy 87 Gilchrist TX 77617	5/26/2010
201	6/30/2010	1610 0001-0014 000	R176779	Black	Janie & Bradley	1026 Dolphin Gilchrist TX 77617	6/10/2010
202	6/30/2010	2957-0001-0003-000	R177199	Weatherall	Marguerita	990 Margaret St Gilchrist TX 77617	6/7/2010
203	6/30/2010	4110-0001 0012 000	R177847	Gressett	Bea	986 Deens St Gilchrist TX 77617	6/1/2010
204	6/30/2010	4315-0001-0003 000	R177907	Arnold	Jim H & W E	989 Pontiff St Gilchrist TX 77617	6/8/2010
205	6/30/2010	5010 0000 0006-000	R177955	Emerald	A John	977 Elsie St Gilchrist TX 77617	6/2/2010
206	6/30/2010	6182-0000-0024 000	R178139	Minter	Larry V & Jo H	1101 Joy Gilchrist TX 77617	6/10/2010
207	6/30/2010	0064 0085-0000 000	R178163	Funchess	Wanda	1680 Hwy 87 Gilchrist TX 77617	6/1/2010
208	6/30/2010	7335-0002-0007-000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	6/2/2010
209	6/30/2010	1067-0000 0091 000	R178477	Bergh	Stephen S	2120 Gulf St Crystal Beach TX 77650	6/3/2010
210	6/30/2010	5135-0000-0044 000	R179478	McCarroll	Celeste	845 Meynig Dr Crystal Beach TX 77650	6/6/2010
211	6/30/2010	6363 0001 0012-000	R180305	Knight	Marc & Carole	3500 Smiths Point Crystal Beach TX 77650	6/17/2010
212	6/30/2010	5960-0475-1017-001	R207967	Beavers	Billy & Marie	1913 Galveston Alley Port Bolivar, TX 77650	6/18/2010
213	6/30/2010	3200-0000 0127 000	R216136	Mackowski-Tomperlin	Donna	1352 Emerald Dr Crystal Beach TX 77650	5/27/2010
214	6/30/2010	3200-0000-0213-000	R216219	O Sullivan	Janette	1340 Emerald Crystal Beach TX 77650	6/2/2010
215	6/30/2010	3755 0002 0018 000	R216790	Buntin	Robert R	1981 Avenue J Crystal Beach TX 77650	6/4/2010
216	6/30/2010	3956-0000-0007-001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	6/10/2010
217	6/30/2010	3760-0002-0064-001	R403925	Kujawa	Linda	803 Kahla St Crystal Beach,TX 77650	6/3/2010
218	7/7/2010	4215-0000-0008-000	R125377	Bank of American Home Loan Servicing LP		16905 Jamaica Beach Rd Jamaica Beach, TX 77554	4/20/2010
219	7/7/2010	2205-0000-0526-000	R172735	Rogers	Mary	1512 Mabry Gilchrist TX 77617	6/11/2010
220	7/7/2010	4040-0000-0021-000	R172889	Cramer	Alan	2512 Hwy 87 Gilchrist TX 77617	6/17/2010
221	7/7/2010	1610-0001-0012-000	R176777	Beasley	William E	1034 Dolphin St Gilchrist TX 77617	6/17/2010
222	7/7/2010	2210-0004-0007-001	R176966	White	Harold L	986 Johnson Gilchrist TX 77617	6/16/2010
223	7/7/2010	2935-0000-0010-000	R177071	Sayre	George A & Connie M	997 Bluestein Gilchrist TX 77617	6/21/2010
224	7/7/2010	2956-0002-0005-000	R177133	Orosz	Emeric	1020 N. Gayle St Gilchrist TX 77617	6/22/2010
225	7/7/2010	2958-0002-0006-000	R177269	Mallet	Cecil	978 Church St Gilchrist, TX 77617	5/25/2010
226	7/7/2010	3276-0002-0026-000	R177382	McCall	Kenneth Lee	1115 Faggards Slip Rd Gilchrist TX 77617	6/20/2010
227	7/7/2010	3585 0005-0000-001	R177493	Kent	Jan	987 Weber Gilchrist TX 77617	6/21/2010
228	7/7/2010	0064-0091-0000-000	R177852	Wood	Terry	1728 Hwy 87 Gilchrist TX 77617	6/24/2010
229	7/7/2010	0064-0095-0000-000	R177853	Baccigalopi	Ted & Marcella	1794 Hwy 87 Gilchrist TX 77617	6/16/2010
230	7/7/2010	6180-0000-0095-000	R178107	Rayburn	Michael G & Alberta A	1039 Rollover One Gilchrist TX 77617	6/9/2010
231	7/7/2010	6040-0000-0032-000	R179924	Meaux	David	2900 Tropicana Dr Crystal Beach TX 77650	6/16/2010
232	7/7/2010	6363-0001-0013-000	R180306	Golden	James S	3490 Smiths Point Crystal Beach,TX 77650	6/17/2010
233	7/7/2010	7120-0007-0007-000	R180961	Carver	David	2771 Tradewind Ln Crystal Beach,TX 77650	6/21/2010
234	7/7/2010	2670-0000-0033-000	R215566	Greenwood	Michael E	854 Buell Crystal Beach TX 77650	6/15/2010
235	7/7/2010	3201-0002-0044-000	R216551	Palmer	Charles D & Brenda S	800 Eastview Crystal Beach TX 77650	6/15/2010
236	7/7/2010	3956-0000-0004-000	R217390	Andrus	Jay L	1942 Avenue J Crystal Beach TX 77650	6/19/2010
237	7/7/2010	7315 0000-0003-000	R218244	Staib	Allan	827 Alma Crystal Beach, TX 77650	6/17/2010
238	7/7/2010	7315-0000-0005-000	R218246	Driscoll	Stephen	835 Alma Crystal Beach TX 77650	6/1/2010
239	7/7/2010	7120-0007-0008-000	R434029	Carver	David	2773 Tradewind Ln Crystal Beach, TX 77650	6/21/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
240	7/28/2010	2118-0000-0001-001	R170271	Lopez	Hilda	950 Linn Gilchrist TX 77617	7/13/2010
241	7/28/2010	2119-0000-0002-001	R170356	Drago Realty Associates	Joseph P Drago	850 Miami Gilchrist, TX 77617	7/13/2010
242	7/28/2010	1204-0000-0010-000	R172194	Kantis	Dean A.	2680 Hwy 87 Gilchrist,TX 77617	7/6/2010
243	7/28/2010	1204-0000-0021-000	R172205	Giossi	David	2762 Hwy 87 Gilchrist TX 77617	6/24/2010
244	7/28/2010	2205-0000-0009-000	R172239	Barnes	Drana	1058 Pennington Gilchrist TX 77617	6/30/2010
245	7/28/2010	4040-0000-0011-000	R172879	Cassac	Freddy R & Theta D	2444 Hwy 87 Gilchrist TX 77617	7/14/2010
246	7/28/2010	4040-0000-0013-000	R172881	Kantis	Dean A.	2460 Hwy 87 Gilchrist,TX 77617	7/6/2010
247	7/28/2010	1590-0002-0022 000	R176685	Estes	Dwain M	1008 Deens Gilchrist TX 77617	7/2/2010
248	7/28/2010	1635-0000-0064-000	R176853	Cormier	Andrew	1110 Beachfront Gilchrist,TX 77617	7/13/2010
249	7/28/2010	2955-0002-0008-000	R177092	Cacioppo	Mary Jo	976 Gayle St Gilchrist TX 77617	7/13/2010
250	7/28/2010	2956-0002-0008-000	R177136	Williamson	Jackie & Carolyn	1010 Gayle St Gilchrist TX 77617	6/24/2010
251	7/28/2010	2956 0003-0008-002	R177153	Werner	Kenneth	1008 Margaret Rd Gilchrist TX 77617	7/13/2010
252	7/28/2010	2957-0002-0001-000	R177205	Summers	Betty	993 Margaret Rd Gilchrist TX 77617	7/13/2010
253	7/28/2010	3585-0012-0000-002	R177525	Garcia	Mary C & Cathy	981 Faggards Rd Gilchrist TX 77617	6/8/2010
254	7/28/2010	3586-0023-0004-000	R177578	McCall, Jr	Leroy	987 Evans Gilchrist TX 77617	6/21/2010
255	7/28/2010	3586-0023-0006-000	R177580	McCall, Jr	Leroy	979 Evans Gilchrist TX 77617	6/21/2010
256	7/28/2010	3587-0014-0009-000	R177721	Randall	Mary	1033 Gulf Supply Rd Gilchrist TX	7/13/2010
257	7/28/2010	3587-0014-0011-000	R177722	Howard	John	1039 Gulf Supply Rd Gilchrist TX 77617	7/13/2010
258	7/28/2010	3587-0021-0028-000	R177799	Wang	Niki	1080 Blacks Slip Gilchrist TX 77617	6/22/2010
259	7/28/2010	7336-0000-0013-000	R178213	Cramer	Alan	993 George St Gilchrist, TX 77617	6/25/2010
260	7/28/2010	4050-0000-0019-000	R178920	Hodge	Charles W	945 Gulf Rd Crystal Beach, TX 77650	7/13/2010
261	7/28/2010	4050-0000-0332-000	R179209	Bland	Juliet & Steve	2612 Holiday Dr Crystal Beach TX 77650	6/28/2010
262	7/28/2010	6285-0000-0008-000	R180090	McFerrin(Tim Properties LLC)	Tom	2698 Gillespie Crystal Beach, TX 77650	6/29/2010
263	7/28/2010	5960-0350-0015-000	R207219	Desormeaux	Larry J	1404 Front Ave Port Bolivar, TX 77650	7/14/2010
264	7/28/2010	5960-0450-1003-001	R207888	Carter	Daniel	1810 Houston Alley Port Bolivar TX 77650	6/23/2010
265	7/28/2010	6280-0014-0009-000	R218058	LaGrappe	Bryan	841 Trout Blvd Crystal Beach TX 77650	7/14/2010
266	7/28/2010	6180-0000-0051-000	R303824	McCay	M A.	1128 Rollover Cr Gilchrist TX 77617	7/14/2010
267	8/4/2010	4109-0000-0002-000	R170310	Hidalgo	Robert A	955 Smith Rd Gilchrist TX 77617	7/14/2010
268	8/4/2010	1825-0002-0004-002	R176881	Crenshaw	John E Estate of Rosa D. Cren	972 Dolly St Gilchrist TX 77617	7/16/2010
269	8/4/2010	2955-0001-0006-000	R177082	Chen	Anthony, Chi-Wa	978 Bay Street Gilchrist TX 77617	7/14/2010
270	8/4/2010	2955-0003-0004-000	R177105	Player	Craig	981 Gayle Gilchrist TX 77617	7/14/2010
271	8/4/2010	2957-0003-0006-000	R177230	Oehlers	Eddie G & Betti Lanell	975 ELIZABETH ST GILCHRIST TX 77617	7/12/2010
272	8/4/2010	3585-0013-0006-000	R177532	Rand	Jay Ortega	982 Faggards Rd. Gilchrist, TX 77617	7/6/2010
273	8/4/2010	3587-0013-0011-000	R177695	Krystapopis	James	1052 Faggards Rd. Gilchrist TX 77617	7/7/2010
274	8/4/2010	6180-0000-0013-000	R178069	Grau	Thomas & Jill	1047 Rollover Cr Gilchrist TX 77617	7/15/2010
275	8/4/2010	1067-0000-0047-000	R178432	DeRouen	Jimmy O	2100 Pond Srt Crystal Beach TX 77650	7/20/2010
276	8/4/2010	7071-0000-0050-000	R178724	REDERA LLC	Lasater, Debra-Manager	3389 Sandcastle Ln Crystal Beach TX 77650	7/15/2010
277	8/4/2010	4467-0001-0004-000	R179275	Perkins	Robert & Lana	3280 Treasure Ln Crystal Beach TX 77650	7/15/2010
278	8/4/2010	6040-0000-0027-000	R179919	Cherry	Donald B	921 Bahama Dr Crystal Beach TX 77650	7/10/2010
279	8/4/2010	7120-0010-0002-000	R180997	Lanning	Michael	2754 Tradewinds Crystal Beach TX 77650	7/12/2010
280	8/4/2010	7120-0010-0003-000	R180998	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	7/12/2010
281	8/4/2010	6550-0006-0014-000	R186430	Schaumburg	George J Jr	3590 Tarpon Way Crystal Beach TX 77650	7/10/2010
282	8/4/2010	3200-0000-0126-000	R216135	Kirchoff	Steve & Jaque	1354 Emerald Ave, Crystal Beach, TX 77650	7/9/2010
283	8/4/2010	3200-0000-0286-000	R216288	Barnett	Kenneth John	701 Holiday Crystal Beach TX 77650	7/17/2010
284	8/4/2010	3586-0024-0000-004	R371923	Vargas	Raul	980 Evans St Gilchrist TX 77617	7/9/2010
285	8/4/2010	0052-0009-0000-007	R389032	Fortenberry	David & Sandy	2586 Hwy 87 Gilchrist TX 77617	7/15/2010
286	8/4/2010	1825-0001-0006-000	R515250	Ingvardsen	John & Amy	975 Dolly Gilchrist TX 77617	7/12/2010
287	8/18/2010	1204-0000-0003 000	R172187	Bonnette, Jr	Randall J	2626 Hwy 87 Gilchrist TX 77617	7/26/2010
288	8/18/2010	1204-0000-0008 000	R172192	Husband	Guy B & Charlotte	2666 Hwy 87 Gilchrist TX 77617	7/22/2010
289	8/18/2010	1204 0000 0022 000	R172206	Lyday	Sandra	2770 Hwy 87 Gilchrist TX 77617	8/3/2010
290	8/18/2010	1204 0000-0033-000	R172217	Husband	Guy B & Charlotte	2844 Hwy 87 Gilchrist TX 77617	7/22/2010
291	8/18/2010	1204-0000-0040-001	R172231	Husband	Guy B & Charlotte	2898 Hwy 87 Gilchrist TX 77617	7/22/2010
292	8/18/2010	2205-0000-0255-000	R172472	Perkins	Terry & Dixie	1244 Van Sant Gilchrist TX 77617	7/30/2010

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No	Court Action Date	GCAD Number	Property ID	Owner@Last Name	Owner@First Name	Damaged Property Address	Presented Offer Date
293	8/18/2010	2956-0003 0011 000	R177156	Lovett	Charles Allen	1011 Gayle St Gilchrist TX 77617	7/15/2010
294	8/18/2010	6755-0002-0004 000	R180594	Robach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	7/20/2010
295	8/18/2010	7120-0012 0005 000	R181017	Langtree	John A	2830 Tradewinds Ln Crystal Beach TX 77650	5/20/2010
296	8/18/2010	5960-0424-0007 000	R207564	Simpson	George H	1706 Houston Alley Port Bolivar, TX 77650	8/3/2010
297	8/18/2010	5134 0000 0006 000	R214287	O Brian	Russell	1398 Gulf St Crystal Beach TX 77650	7/19/2010
298	8/18/2010	5134-0000-0015-000	R214293	McCool	Richard H & Shirley A	805 Sandollar Cr Crystal Beach TX 77650	8/3/2010
299	8/18/2010	3755-0001 0005-000	R216768	REDERA LLC	Debra Lasater-Manager	1984 Ave J Crystal Beach TX 77650	7/20/2010
300	8/25/2010	2956-0002-0006-000	R177154	Walker	Anne M	1018 Gayle St N. Gilchrist TX 77617	8/5/2010
301	8/25/2010	2957-0002-0015-000	R177216	Hennigan	Patricia & Kenneth	1001 Gayle St N. Gilchrist TX 77617	7/6/2010
302	8/25/2010	2956-0004-0006-000	R177167	Hanks	Willie B & Mildred	1018 N Elizabeth St. Gilchrist TX 77617	8/9/2010
303	8/25/2010	2956-0004-0006-000	R177167	Hanks	Willie B & Mildred	1018 N Elizabeth St. Gilchrist TX 77617	8/9/2010
304	8/25/2010	7755-0002-0006-000	R181139	Hartman	Tom E	2911 Gulf Dr. Crystal Beach TX 77650	8/13/2010
305	8/25/2010	5955-0000-0010-000	R180211	Polar Ice North Property Inc	Wallace Crosby	2901 Gulf Dr. Crystal Beach TX 77650	7/6/2010
306	8/25/2010	2676-0000-0023-000	R177001	Vickers	Bill	1001 Gayle St N. Gilchrist TX 77617	8/6/2010
307	9/1/2010	1825-0002-0019-000	R176893	Grillo	Delores	975 Jean St Gilchrist TX 77617	8/24/2010
308	9/1/2010	2956-0004-0006-000	R177167	Hanks	Willie B & Mildred	1018 N Elizabeth St. Gilchrist TX 77617	8/9/2010
309	9/1/2010	6285-0000-0016-000	R180097	Kline	Sandra	2740 Gillespie Crystal Beach TX 77650	8/10/2010
310	9/1/2010	6755-0001-0003-000	R180588	Hebert	Anne K	2904 Gulf Rd. Crystal Beach TX 77650	8/14/2010
311	9/1/2010	6755-0001-0005-000	R180589	Henley	Terry & Jane	2914 Gulf Dr. Crystal Beach TX 77650	8/3/2010
312	9/1/2010	6550-0006-0017-000	R186433	Metzger	Clarence J & Ruth	3596 Tarpon Way Crystal Beach TX 77650	8/13/2010
313	9/1/2010	7725-0009-0003-000	R213209	Purkiscner-Sauceda	Augustine	4418 Heron St Hitchcock TX 77563	8/24/2010
314	9/1/2010	7725-0015-0041-000	R213389	Michaels	Maris Marlene	4738 Mallard Hitchcock TX 77563	8/24/2010
315	9/1/2010	1845-0003-0013-000	R214562	Krebs/Reedy	Stephen P/Rex	1830 Redfish Ln Crystal Beach TX 77650	8/23/2010
316	9/1/2010	1945-0001-0001-000	R215473	Stephens	Elmer	1798 Redfish Ln Crystal Beach TX 77650	8/23/2010
317	9/1/2010	3755-0001-0007-000	R216770	ROBB	ALAN	1976 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
318	9/1/2010	3755-0001-0009-000	R216772	ROBB	ALAN	1968 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
319	9/1/2010	4165-0000-0080-002	R217678	Phipps	Barry & Peggy	842 Tinkle Ln. Crystal Beach, TX 77650	8/23/2010
320	9/1/2010	2875-0000-0029-000	R221797	Bertanzi	Ronald	565 Atkinson Crystal Beach TX 77650	7/27/2010
321	9/1/2010	5465-0000-0022-000	R222017	Mamiha	Joyce	113 Ocean Shores Crystal Beach, TX 77650	8/12/2010
322	9/8/2010	2955-0002-0006-000	R177090	Kirkpatrick	Henry	986 Gayle St Gilchrist TX 77617	8/20/2010
323	9/8/2010	7725-0028-0015-000	R213576	Curran	Patricia J	4812 Bayou Ln Hitchcock TX 77563	8/23/2010
324	9/8/2010	1865 0000-0121-000	R214684	Eschete-Hatchik	Karen A.	824 East Rd. Crystal Beach TX 77650	8/20/2010
325	9/8/2010	1865-0000-0122-001	R214685	Eschete-Hatchik	Karen A	820 East Rd Crystal Beach TX 77650	8/20/2010
326	9/8/2010	1865-0000-0122-002	R214686	Eschete Hatchik	Karen A.	818 East Rd. Crystal Beach TX 77650	8/20/2010
327	9/8/2010	2671-0000-0003-000	R215574	Kline	Sandra	849 Lazy Ln Crystal Beach TX 77650	8/22/2010
328	9/8/2010	3200-0000-0508-000	R216488	Kline	Sandra	773 Townsend Crystal Beach TX 77650	8/22/2010
329	9/15/2010	4187 0000-0000-013	R125430	Bradley	Elizabeth	16501 Jamaica Beach Rd Jamaica Beach TX 77554	8/23/2010
330	9/15/2010	4040-0000-0025-000	R172893	Schoeman	Cary	2534 Hwy 87 Gilchrist, TX 77617	8/24/2010
331	9/15/2010	2210 0003 0025-000	R176965	Quinn	Lisa & Philip	1355 Keith Ave Gilchrist TX 77617	9/1/2010
332	9/15/2010	7120 0010-0001-000	R180996	McCracken	Ronald L	2750 Tradewind Crystal Beach TX 77650	8/29/2010
333	9/15/2010	1845 0002 0008 000	R214532	Brewer	Roy V	1816 Pompano Ln Crystal Beach TX 77650	8/14/2010
334	9/22/2010	2119-0000-0007-000	R170361	Armstrong	Doris M	830 Miami St Gilchrist TX 77617	9/1/2010
335	9/22/2010	4315-0002-0004-000	R177916	Heriaud	Albert	984 Pontiff St Gilchrist TX 77617	9/5/2010
336	9/22/2010	2900-0003-0001-000	R215872	Cribbs	C Haden	1865 Croaker St Crystal Beach TX 77650	9/1/2010
337	9/22/2010	3755-0001-0006-000	R216769	Guntin	Robert R	1980 Avenue J Crystal Beach TX 77650	9/1/2010
338	9/29/2010	1204-0000-0001 000	R172185	Emerald	A John	2610 Hwy 87 Gilchrist TX 77617	9/14/2010
339	9/29/2010	3585-0011 0000 008	R177517	Golden/Estate of Luann Golde	Dewey Kent	989 Alicia Dr Gilchrist TX 77617	9/8/2010
340	9/29/2010	0064-0116-0000-000	R178055	Deasy	Mike W & Kathie	967 Bauer St Gilchrist TX 77617	9/10/2010
341	9/29/2010	4980-0004 0028-000	R179430	Freeman	Bill & Patricia	966 S Stingaree Crystal Beach, TX 77650	9/6/2010
342	9/29/2010	6270-0001-0018 000	R180361	Davis	Barry J & Roberta Rita	3168 Gulf Castle Crystal Beach TX 77650	8/31/2010
343	9/29/2010	3200 0000 0016 000	R216034	Spiker	Renea	950 Wommack Crystal Beach, TX 77650	9/8/2010
344	9/29/2010	1610-0004 0010-001	R309443	Davis	Charles	1047 Buck Shot Gilchrist TX 77617	9/8/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
345	10/6/2010	3276-0002-0012-000	R177372	Hilligiest	Jerry	1061 Faggards Slip Gilchrist TX 77617	9/13/2010
346	10/6/2010	3586-0029-0017-000	R177613	Miranda	Leslie & David	984 Legers St Gilchrist TX 77617	9/14/2010
347	10/6/2010	4660-0019-0008-000	R177948	Butler	H. Joseph	988 Daigle Dr Gilchrist TX 77617	9/16/2010
348	10/6/2010	3201-0003-0047-000	R216554	Bennett	Darlene B	2028 Seaside Crystal Beach TX 77650	9/15/2010
349	10/6/2010	3956-0000-0078-000	R217465	Kelly	Byron & Karen	1951 Avenue G Crystal Beach TX 77650	9/15/2010
350	10/6/2010	5152-0000-0010-000	R221412	Kay	Judy H	429 Atkinson Crystal Beach TX 77650	9/13/2010
351	10/6/2010	2956-0005-0004-001	R422806	Castleberry	Robert Keith	1028 Main St Gilchrist TX 77617	8/31/2010
352	10/13/2010	7936-0000-0001-001	R178199	Hutchison	Jim	983 Butterfield Gilchrist TX 77617	9/28/2010
353	10/13/2010	8660-0000-0011-000	R208048	Barker	Bill W	2023 Galveston Ave Port Bolivar TX 77650	9/30/2010
354	10/13/2010	3201-0010-0150-000	R216680	Duncan	Jerry S & Mary F	2018 Seaside Crystal Beach TX 77650	9/25/2010
355	10/27/2010	1590-0002-0004-000	R176570	Barker	Charles	1043 Davis St Gilchrist TX 77617	9/16/2010
356	10/27/2010	7080-0000-0022-000	R178654	Mapps	Jana & Thomas	2012 Seaside Crystal Beach TX 77650	10/8/2010
357	10/27/2010	0058-0008-0000-000	R181873	Braddock	Patrick Thomas	522 Martha's Vineyard Ln Gilchrist TX 77650	9/15/2010
358	11/3/2010	1610-0001-0000-001	R176763	Tucker	Bruce	1045 Main St Gilchrist TX 77617	7/29/2010
359	11/3/2010	1635-0000-0048-000	R176848	Malley	Michael G	1160 Beachfront Gilchrist TX 77617	9/15/2010
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368	12/1/2010	7335-0002-0018 000	R178188	Fazelimanesh	Ardeshire & Karen	975 Austin Dr. Gilchrist TX 77617	11/12/2010
369	12/1/2010	3201-0004-0054-000	R216561	Mapps	Jana	2012 Seaside Crystal Beach TX 77650	11/1/2010
370	12/15/2010	3587-0020-0071-000	R177778	Sherman,Sr	Jimmy Lee& Judith E	1175 Black's Slip Gilchrist TX 77617	8/23/2010
371	12/15/2010	7120-0001-0020-000	R180753	Porter	Charles F. & Betty	907 Sandune Dr Crystal Beach TX 77650	11/16/2010
372	1/5/2011	4040-0000-0003-000	R172871	Fischer	John & Shirley	2194 Hwy 87 Gilchrist TX 77617	12/14/2010
373	1/5/2011	4040-0000-0004-000	R172872	Fischer	John & Shirley	2430 Hwy 87 Gilchrist TX 77617	12/14/2010
374	1/5/2011	4040-0000-0006-000	R172874	Coppolla	Clarence	2366 Hwy 87 Gilchrist TX 77617	12/15/2010
375	1/5/2011	3585-0012-0060-000	R177526	Brown	James	965 Fagards Rd Gilchrist TX 77617	11/30/2010
376	1/5/2011	3585-0012-0060-004	R177527	Guthrie	Harry H & Beverly A	965 Fagards Rd Gilchrist TX 77617	12/3/2010
377	1/5/2011	7335-0002-0016-000	R178186	Self	Connie M.	967 Austin Dr Gilchrist TX 77617	12/8/2010
378	1/5/2011	7335-0002-0040-000	R178256	Clarke	Kendon	1175 Crystal Crystal Beach TX 77650	12/14/2010
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No	Court Action Date	GCAD Number	Property ID	Owners Last Name	Owners First Name	Damaged Property Address	Presented Offer Date
394	2/16/2011	2119-0000-0011-000	R170365	Roberts	Judith	843 Miami Gilchrist TX 77617	1/25/2011
395	2/16/2011	0045 0004 0000-000	R171493	Sutton	William	970 Fletcher Ln Gilchrist TX 77617	2/1/2011
396	2/16/2011	2275-0000-0001-002	R171501	Sutton	William	982 Fletcher Ln Gilchrist TX 77617	2/1/2011
397	2/16/2011	0064-0052 0000-000	R176663	Brown	Stanley & June	1570 Hwy 87 Gilchrist TX 77617	1/29/2011
398	2/16/2011	2955-0002-0001 000	R177085	Heintz	Harry Frank III	995 Bay St Gilchrist TX 77617	1/31/2011
399	2/16/2011	2956-0004-0007-000	R177168	Haag	Kermit & Julia	1012 Elizabeth St Gilchrist TX 77617	1/26/2011
400	2/16/2011	3587-0013-0007-000	R177692	Roberts	Judith	1036 Faggards Rd Gilchrist TX 77617	1/31/2011
401	2/16/2011	0064-0078 0000 001	R178152	Zimmerman	Frank & Jane W	1686 Hwy 87 Gilchrist TX 77617	1/27/2011
402	2/16/2011	0064-0119-0000-000	R178221	Hufford Jr	Lowell	975 Geary Gilchrist TX 77617	1/24/2011
403	2/16/2011	0064 0118 0000-000	R178223	Sather	Brian	976 Butterfield Ln Gilchrist TX 77617	1/25/2011
404	2/16/2011	4050-0000-0344-000	R179220	George	Bonita	2568 Holiday Dr Crystal Beach TX 77650	1/12/2011
405	2/16/2011	7120-0012 0002 000	R181014	King	Douglas & Bruce	2820 Tradewind Ln Crystal Beach TX 77650	1/27/2011
406	2/16/2011	4750-0026-0007 000	R221977	MESSINA	MARY BETH & MICHAEL R	4419 STRAND AVE Pt Bolivar TX 77650	2/2/2011
407	2/16/2011	0064-0101 0002-000	R296502	Husband	Guy & Charlotte	982 Mazzu St Gilchrist TX 77617	1/13/2011
408	2/16/2011	3587-0020-0003-001	R381104	Frederick	Katherine Ann	1035 Blacks Slip Gilchrist TX 77617	1/27/2011
409	[redacted]						
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415	3/8/2011	2118-0000-0002-002	R170276	Hearring	Samuel	no situs Gilchrist TX 77617	2/9/2011
416	3/8/2011	2119-0000-0009-000	R170364	Smith	Linda T	835 Miami Gilchrist TX 77617	2/9/2011
417	3/8/2011	4040-0000-0023-000	R172691	Bryan	C. Michael	2628 Hwy 87 Gilchrist TX 77617	2/9/2011
418	3/8/2011	2955-0002 0015-000	R177101	Fuselier	Elaine	985 Bay Street Gilchrist TX 77617	2/13/2011
419	3/8/2011	3586-0029-0015-002	R177612	Miranda	David & Leslie	990 Legers St Gilchrist TX 77617	2/9/2011
420	3/8/2011	7335-0002-0010-000	R178182	Sandifer	Thibodeau Grothe	2142 Hwy 87 Gilchrist TX 77617	2/10/2011
421	3/8/2011	4050-0000-0333-000	R179210	Nicotra	Mary	2608 Holiday Crystal Beach TX 77650	2/9/2011
422	3/8/2011	4467-0001-0010-000	R179231	Saladin	Frances	3306 Treasure Ln Crystal Beach TX 77650	2/9/2011
423	3/8/2011	5670-0000-0179-000	R179889	Disch	Ralph	2488 Gilmore Crystal Beach TX 77650	2/9/2011
424	3/8/2011	6270-0001-0002-000	R180345	Parker	Richard	3240 Gulf Castle Dr Crystal Beach TX 77650	2/9/2011
425	3/8/2011	6270-0001-0009-000	R180352	Brown	Robert & Linda	3200 Gulf Castle Dr Crystal Beach TX 77650	2/10/2011
426	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2768 Tradewinds Crystal Beach TX 77650	2/8/2011
427	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2770 Tradewinds Crystal Beach TX 77650	2/8/2011
428	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2772 Tradewinds Crystal Beach TX 77650	2/8/2011
429	3/8/2011	4050-0000-0338-000	R289308	Smith	Carole	2588 Holiday Crystal Beach TX 77650	11/15/2010
430	3/8/2011	3750-0000-0102-000	R291923	Hugnes	Jess & Carolyn	220 Gulfport Crystal Beach TX 77650	2/10/2011
431	3/15/2011	1204-0000-0035 000	R172219	Furnace	John	2860 Hwy 87 Gilchrist TX 77617	2/13/2011
432	3/15/20	0054-0010 0000 000	R173807	Wikes	Brenda	958 Duff Maverick Gilchrist TX 77617	2/9/2011
433	3/15/201	6[illegible]0-0003-0007 000	R176804	Lockhart	Judith	1030 Buck Shot Gilchrist TX 77617	2/18/201
434	3/15/20	2958-0001 0007 002	R177257	Rozelle	Ray	982 Kirks Rd Gilchrist TX 77617	2/18/2011
435	3/15/2011	3276-0003-0070-000	R177442	Sparks	Michael	1279 Waco Gilchrist TX 77617	2/9/20
436	3/15/2011	3587-0002 0014-000	R177642	Henderson	Don	1063 Hamm Rd Gilchrist TX 77617	2/9/20
437	3/15/2011	3587-0021-0040 000	R177804	Piazza Sr	Joseph	1104 Blacks Slip Rd Gilchrist TX 77617	2/18/201
438	3/15/2011	1640-0000-0011 000	R177[illegible]	Burgin	Melissa	1176 Blacks Slip Rd Gilchrist TX 77617	2/15/2011
439	3/15/20	4467-0001 0014-000	R179235	Koehler	Michael	3326 Treasure Ln Crystal Beach TX 77650	2/9/201
440	3/15/201	[illegible]	R213017	Purple	Ruth	4633 Hwy 6 Hitchcock TX 77563	2/15/201
441	3/15/20	6[illegible]0-0003 0040-000	R216506	Doherty	Timothy & Michelle	2024 Seaside Crystal Beach TX 77650	2/13/2011

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No	Court Action Date	GCAD Number	Property ID	Owners Last Name	Owners First Name	Damaged Property Address	Presented Offer Date
442	3/15/20[illegible]	3895-0000-000[illegible]	R218109	Beck	Charles & JoAnn	800 Mr G Crystal Beach TX 77650	3/1/2011
443	[illegible]/20	3585 0000 0000 00[illegible]	R404043	Shields	Henry & Sharon	2210 Hwy 87 Gilchrist TX 7761[illegible]	2/15/2011
444	3/2[illegible]/20[illegible]	2118-0000-0004-002	R170282	Draper	E Lyn	947 Casa Mare, Gilchrist TX 77617	3/3/2011
445	3/22/2011	0046-0003-0000-000	R171492	J Broussard Partnership	James C	951 Edson Ln Gilchrist TX 77617	2/28/2011
446	3/22/2011	0064-0019-0000-000	R173818	Knapp	Rebecca	956 Rabbit Run Gilchrist TX 77617	2/28/2011
447	3/22/2011	2958-0001-0000-002	R177248	Henson	Rodney & Donna	956 Kirk Rd, Gilchrist TX 77617	2/13/2011
448	3/22/2011	2958-0001-0008-001	R177258	Laney	James & Cheryl	965 Mae St, Gilchrist TX 77617	2/26/2011
449	3/22/2011	2958-0002-0012-000	R177275	Tackett	Daniel	981 Kirk Rd Gilchrist TX 77617	2/28/2011
450	3/22/2011	2958-0003-0003-000	R177282	Baynes, Williams	Sheila, James	969 Hebert St, Gilchrist TX 77617	2/22/2011
451	3/22/2011	3276-0002-0006-000	R177367	Robbins	Cliff & Shannon	1033 Faggards Slip Rd, Gilchrist TX 77617	2/15/2011
452	3/22/2011	3536-0025-0006-000	R177590	Tully	Ann	991 Bob Rd, Gilchrist TX 77617	3/2/2011
453	3/22/2011	4467-0001-0003-000	R179234	Lawton	George	3276 Treasure Ln Crystal Beach TX 77650	2/11/2011
454	3/22/2011	4467-0001-0012-000	R179233	Makin	James & Lynda Kay	3319 Treasure Lane Crystal Beach TX 77650	3/8/2011
455	3/22/2011	5670-0000-0176-000	R179866	Christian	Wayne	2404 Gilmore St, Crystal Beach TX 77650	2/11/2011
456	3/22/2011	6285-0000-0005-000	R180097	Properties Llc	JKW	2640 Gillespie, Crystal Beach TX 77650	3/1/2011
457	3/22/2011	6550-0001-0014-000	R186382	Babin	Brian	3630 Tarpon Way, Crystal Beach, TX 77650	4/16/2010
458	3/22/2011	6550-0001-0015-000	R186383	Babin	Brian	3620 Tarpon Way Crystal Beach, TX 77650	4/16/2010
459	3/22/2011	6550-0001-0016-000	R186384	Bandi	Riley	3610 Tarpon Way Crystal Beach TX 77650	4/16/2010
460	3/22/2011	7725-0003-0034-000	R213100	Garcia	Felicia	4625 Pelican, Hitchcock, TX 77563	2/16/2011
461	3/22/2011	3201-0004-0051-000	R216567	Moore	Barry	2020 Seaside, Crystal Beach TX 77650	2/15/2011
462	3/22/2011	3201-0004-0055-000	R216582	Tucker	Joan & Vicki	2068 Seaside, Crystal Beach TX 77650	3/3/2011
463	3/22/2011	3956-0000-0003-000	R217395	Lassiter	Debra	1848 Avenue J Crystal Beach TX 77650	2/25/2011
464	3/22/2011	2875-0000-0020-000	R221798	Pulkert	Delpha & Fairley	329 Atkinson, Crystal Beach TX 77650	2/13/2011
465	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell, Crystal Beach, TX 77650	2/3/2011
466	[redacted]						
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480	4/26/2011	2956-0001-0006-000	R177124	Farris	Hazel M	1018 Bay Street Gilchrist TX 77617	3/21/2011
481	4/26/2011	4362-0000-0012-000	R177932	Watts	James	1047 Bauer Ln Gilchrist TX 77617	3/21/2011
482	4/26/20[illegible]	0150-0000-0015-000	R[illegible]8070	Keeling	Clayton & Pam	1059 Rollover Cir Gilchrist TX 7761[illegible]	3/3/2011
483	4/2[illegible]/[illegible]	0064-0019-0000-000	R178143	Lawton Jr	George	1690 Hwy 87 Gilchrist TX 77617	3/15/2011
484	4/26/20[illegible]	6363-0001-0010-000	R180303	Rogers	Doris Curry	3520 Smiths Point Crystal Beach TX 77650	3/21/20[illegible]
485	4/26/20[illegible]	7865-0000-0027-000	R214685	Fackender Shirley	Velinda	1106 Gulfview Rd Crystal Beach TX 77650	2/15/2011
486	4/26/20[illegible]	3268-0015-0000-002	R381352	Reid	Raymond	229 Elizabeth St Gilchrist TX 77617	3/26/2011
487	5/3/2011	1204-0000-0013-000	R172197	Fleming	Thomas & Dianne	2700 Hwy 87 Gilchrist TX 77617	3/8/2011
488	5/3/2011	2956-0001-0003-000	R177121	Ulrich	Mark & Marcie	1030 Bay St Gilchrist TX 77617	3/25/2011
489	5/3/2011	2956-0003-0009-001	R177154	Kham	Vutha & Dannay	1004 Margaret Rd Gilchrist TX 77617	3/25/2011
490	5/3/2011	2956-0003-0010-000	R177155	Kham	Vutha & Dannay	2025 Hwy 87 Gilchrist TX 77617	3/17/2011
491	5/3/2011	4050-0000-0335-000	R179212	Baggett	Floyd	2598 Holiday Crystal Beach TX 77650	4/5/2011
492	5/3/2011	4467-0001-0002-000	R179223	Mullins	Katherine & Robert	3270 Treasure Ln Crystal Beach TX 77650	3/25/2011
493	5/3/2011	3956-0000-0021-000	R217407	Ross	Hal L	1938 Avenue I Crystal Beach TX 77650	2/21/2011
494	5/3/2011	3956-0000-0022-000	R217408	Bell	Vernon & Hazel	865 Avenue I Crystal Beach TX 77650	4/11/2011
495	5/3/2011	2875-0000-0036-000	R221803	Deloney	Loy	387 Atkinson Dr Crystal Beach TX 77650	3/25/2011

Contracts to be signed on 5/03/2011	9
Total Contracts	495

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 6 day of April, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Thomas Fleming & Dianne Fleming, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 2700 Hwy 87, Gilchrist TX 77617, Legal Description ABST 52 J DUNMAN LOT 13 UNRECD SD
OF HWY OUT OF L ARMOUR 973 AC TR 100 FT ON HWY X 400 FT MORE OR LESS TO GULF

Seller represents and understands.

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$131,250.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$131,250.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$235,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$63,099.80** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $175,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction. Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R172197

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 6 day of April, 2011

Thomas G. Fleming
Seller Signature

Thomas G. Fleming
Thomas Fleming
Seller Printed Name

Dianne Fleming
Seller Signature

Dianne Fleming
Seller Printed Name

DIANNE FLEMING

Galveston County

By: Mark Henry
Mark Henry
County Judge

Attest: Dwight D. Sullivan
Dwight Sullivan
County Clerk

RJ72197

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 7th day of April, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Mark & Marcie Ulrich, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit. 1030 Bay St, Gilchrist TX 77617, Legal Description· ABST 64 E FRANKS LOT 3 BLK 1 DELMAR 2 & IMPS

Seller represents and understands·

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale.

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$16,875.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$16,875.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title.

3. **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$100,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$58,500.00** and structural damage from wind insurance of **$37,661.19** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$3,500.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of $22,500 00

4. **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5. **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**.

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.

10 **Seller** understands this is a voluntary transaction. Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R17724

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 7th day of April, 2011

Seller Signature

Mark & Marcie Ulrich
Seller Printed Name

Mark Ulrich
Marcie Ulrich

Galveston County

By: _____
Mark Henry
County Judge

COMMISSIONERS COURT GALVESTON COUNTY TEXAS

Attest: _____

R177121

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 30 day of March, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Vutha Kham & Dannay Kham, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 1004 Margaret Rd, Gilchrist TX 77617, Legal Description: ABST 64 E FRANKS SW 1/2 LOT 9 BLK 3 DELMAR ADDN 2 & IMPS

Seller represents and understands:

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily; and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

1 Seller agrees to sell the Premises described above to County for the sum of $20,688 47 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.

2 County agrees to pay Seller for said Premises the sum of $20,688 47 payable at closing after the acceptance of this Agreement and approval of Seller's title.

3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of $105,000 00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of $0.00 and structural damage from wind insurance of $50,347.38 and $27,068 00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or $0 00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of $0 00 for certain repairs for which receipts were provided have been added.

4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits.

6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal

8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises

9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed

10 Seller understands this is a voluntary transaction Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

R177154

11. Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County

12. This Contract for Sale is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 30 day of March, 2011

Seller Signature

Vutha Kham
Seller Printed Name

Seller Signature

Dannay Kham
Seller Printed Name

Galveston County

By
Mark Henry
County Judge

Attest: Dwight D. Sullivan
County Clerk

RP7154

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 30 day of March, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Vutha Kham & Dannay Kham, ("Seller"), regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 2025 Hwy 87, Gilchrist TX 77617, Legal Description: ABST 64 E FRANKS E 1/2 LOT 9 ALL 10 BLK 3
DELMAR ADDN 2

Seller represents and understands:

- The Premises was damaged by flood;
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale.

The parties agree as follows

1 Seller agrees to sell the Premises described above to County for the sum of $75,000 00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.

2 County agrees to pay Seller for said Premises the sum of $75,000 00 payable at closing after the acceptance of this Agreement and approval of Seller's title

3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of $100,000 00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of $0.00 and structural damage from wind insurance of $0 00 and $0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or $0 00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of $0.00 for certain repairs for which receipts were provided have been added.

4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds. Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal

8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises

9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.

10 Seller understands this is a voluntary transaction Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

R177155

11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County

12 This Contract for Sale is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 30 day of March, 2011

Seller Signature

Vutha Kham
Seller Printed Name

Seller Signature

Dannay Kham
Seller Printed Name

Galveston County

By. Mark Henry
Mark Henry
County Judge

Attest:
Dwight D. Sullivan
County Clerk

R177155

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 13 day of April, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Floyd Baggett, ("Seller")**, regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit· 2598 Holiday, Crystal Beach TX 77650, Legal Description ABST 65 PAGE 7 LOT 335 HOLIDAY BEACH

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale.

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$110,925.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$110,925.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title.

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$275,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$127,100.00** and structural damage from wind insurance of **$0.00** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R179212

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 13 day of April, 2011

Floyd Baggett
Seller Signature

Floyd Baggett
Seller Printed Name
Floyd Baggett

Galveston County

By: Mark Henry
Mark Henry
County Judge

Attest: Dwight A. Sullivan
Dwight Sullivan
County Clerk

R179212

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 6th day of April, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Katherine Mullins & Robert Mullins, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 3270 Treasure Ln, Crystal Beach TX 77650, Legal Description: ABST 65 PAGE 11 LOT 2 BLK 1 LAFITTES LANDING.

Seller represents and understands:

- The Premises was damaged by flood;
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily; and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale.

The parties agree as follows:

1 Seller agrees to sell the Premises described above to County for the sum of **$210,000.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.

2 County agrees to pay Seller for said Premises the sum of **$210,000.00** payable at closing after the acceptance of this Agreement and approval of Seller's title

3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$525,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$247,245.52** and structural damage from wind insurance of **$150,766.86** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$19,038.73** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of $280,000.00

4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 Seller understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds. Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits.

6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal.

8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises

9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.

10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

R179223

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM and TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County**.

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns.

DATED this 6th day of April, 2011

Seller Signature

Katherine Mullins
Seller Printed Name

Seller Signature

Robert Mullins
Seller Printed Name

ROBERT MULLINS

Galveston County

By:
Mark Henry
County Judge

Attest:
Dwight Sullivan
County Clerk

R179223

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 5 day of April, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Hal L Ross, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 1938 Avenue I Crystal Beach TX 77650, Legal Description: ABST 179 PAGE 16 LOT 21 HI POINT BEACH ADDN

Seller represents and understands:

- The **Premises** was damaged by flood;
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows:

1. **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$73,336.15** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$73,336.15** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3. **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$150,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$52,218.47** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added.

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds. **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits.

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**.

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction. Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits.

R217407

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County**.

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 5 day of April, 2011

Seller Signature

Hal L Ross
Seller Printed Name

Galveston County

By: _____
Mark Henry
County Judge

_____
Dwight D. Sullivan
County Clerk

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 11 day of April, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Vernon & Hazel Bell, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 865 Avenue I Crystal Beach TX 77650, Legal Description ABST 179 PAGE 16 LOT 22 HI POINT BEACH ADDN

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$40,125.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2 **County** agrees to pay **Seller** for said Premises the sum of **$40,125.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title.

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$150,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$50,000.00** and structural damage from wind insurance of **$48,562.50** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $53,500 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R217408

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 11 day of April, 2011

Seller Signature

Vernon & Hazel Bell
Seller Printed Name

Galveston County

By:
Mark Henry
County Judge

Attest:
Dwight Sullivan
County Clerk

R217408

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 7 day of April, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Loy Deloney, ("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 387 Atkinson Dr Crystal Beach TX 77650, Legal Description. Lot 36 and adjacent North 42 8 Ft, Crenshaw Beach, Abstract 203, Page 14

Seller represents and understands.

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows:

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$93,750.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2. **County** agrees to pay **Seller** for said Premises the sum of **$93,750.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$245,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$75,000.00** and structural damage from wind insurance of **$70,440.60** and **$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value Therefore, the valuation was increased to land value of $125,000.00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal.

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R221803

11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 7 day of April, 2011

Seller Signature

Loy Deloney
Seller Printed Name

Galveston County

By:
Mark Henry
County Judge

Attest:
County Clerk

R221803