**GALVESTON COUNTY COMMISSIONERS COURT**
**GALVESTON COUNTY COURTHOUSE**
**722 MOODY (FIRST FLOOR) - GALVESTON**
**OCTOBER 4, 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. COMMENTS ARE LIMITED TO 5 MINUTES.

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

**Pledge of Allegiance and Invocation**

Call to Order Regularly Scheduled Meeting.

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 10/4/11.

b. Orders for payroll period ending 9/28/11 Bi-weekly #20.

c. Order for monthly Health Insurance claims made by Boon Chapman for month Ending 7/31/11.

d. Order for monthly Workers' Compensation claims made by The Littleton Group for month ending 7/31/11.

*2. Approval of Summary of *Bi-Weekly Personnel Movements* processed during pay period 19; September 1-14, 2011 as submitted by Human Resources.

*3. Receive and file *2011 Gold Leadership Circle Award to Galveston County from* the Texas Comptroller of Public Accounts.

*4. Receive and file *Galveston County Emergency Communication District Proposed FY 2012 Budget*.

*5. Receive and file *Letter of Approval for Extension in Time for USACE* Permit No. SWG-2007-391 submitted by the Grants Manager.

*6. Request for *Authorization to Dispose of County Property through GovDeals* submitted by the Purchasing Agent.

*7. Receive and file *Corrected Contract Page for RFP #B112028, Indigent Burial Services* submitted by the Purchasing Agent.

*8. Receive and file *FY12 Verification of Continuing Production Record for the Texas Statewide Automated Victim Notification Services (SAVNS)* submitted by the Grants Manager.

*9. Consideration of a *Resolution designating October 2-8, 2011 as National 4-H week in Galveston County* submitted by County Legal.

*10. Consideration of a *Resolution proclaiming October 28–30, 2011 as Square and Round Dance Weekend throughout Galveston County* submitted by County Legal.

*11. Consideration and consent of *Refunds in Excess of $2,500.00* submitted by Assessor and Collector of Taxes.

| | |
|---|---|
| 4211-0000-0079-000 | James & Cynthia O'Donnell |
| 8600-0657-7551-000 | K.B. Toys Outlet #4284 |

12. Consideration to authorize renewal of software and equipment maintenance contracts with Technique Data Systems, Inc. submitted by Assessor and Collector of Taxes.

13. Consideration of request for waiver or refund of penalty and interest of the following accounts submitted by Assessor and Collector of Taxes:

| | | |
|---|---|---|
| a. | Account No.: 3152-0001-0031-000 | Rodney & Stephanie Orgeron |
| b. | Account No.: 8600-0463-5793-000 | Mehrdad Sabzevari |
| c. | Account No.: 6240-0168-0027-000 | Dzung Huu Vu |
| d. | Account No.: 6240-0168-0031-001 | Dzung Huu Vu |
| e. | Account No.: 3505-0143-0006-000 | Peter & Wendie Chen |
| f. | Account No.: 6410-0001-1110-000 | William H. French |
| g. | Account No.: 2965-0174-0008-000 | Shirley Thornell |
| h. | Account No.: 3267-0000-0261-000 | Harbour Classic Builders LLC |
| i. | Account No.: 5471-0000-0403-000 | Cori P. Reach |
| j. | Account No.: 3200-0000-0079-000 (2008 & 2009) | Tacket Family Revocable Trust |

14. Consideration of authorizing County Judge to sign Agreement to Terminate Participating Provider Services Agreement with Texas Gulf Coast Medical Group for Indigent Healthcare Services, submitted by Community Services Director.

15. Consideration of approving a second amendment between Galveston County and Texas City Independent School District for the School Liaison Officer Program submitted by the Sheriff.

16. Consider authorizing an extension on the following bid submitted by the Purchasing Agent.

    **a. Bid #B092038 Casebinder File Folders**

17. Consideration of Budget Amendment as submitted by the Budget Officer.

| Fiscal Year | Amendment # | Description |
|---|---|---|
| **2012** | **12-006-1004-A** | **Professional Services** - Request to roll budget to FY2012 for contracts and capital projects which were not completed in fiscal year 2011. |

18. Consideration of appointing Brent Norris to serve as alternate Galveston County representative on the Galveston County Grievance Panel, submitted by County Legal.

19. Consideration of adoption of *Order Prohibiting Outdoor Burning in All Unincorporated Areas of Galveston County, Texas* (which continues the outdoor burn ban) and authorizing County Judge to execute same, submitted by the Emergency Management Coordinator.

20. Consideration of authorizing the County Judge to sign concurrence letter regarding final deadline for completion of outstanding title issues for buyout properties submitted by the Emergency Management Coordinator.

21. Update on the housing program submitted by the Housing Director.

22. Consideration of approval of various Change Order(s) associated with the Reconstruction & Rehabilitation of various houses submitted by the Director of Housing.

23. Consideration of Execution of the following documents relating to the sale of surplus Justice Administration property belonging to the County of Galveston to Lowe's:

    a) Special Warranty Deed

    b) Easements, Covenants, Conditions and Restrictions by and Between Lowe's Home Centers, Inc. a North Carolina Corporation and Galveston County, a Political Subdivision of the State of Texas;

    c) Declaration of Restrictive Covenants by and between Lowe's Home Centers,

Inc., Galveston County and Pepperwood, Inc., a Georgia Corporation

d) Subdivision Re-plat prepared by Windrose Land Services dated April, 2011; and

e) Other related documents

**WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS**

**WORKSHOP AGENDA**

1. Call Workshop to Order.

2. Break into Executive Session:

   **The Commissioners Court will enter into Executive Session as permitted under provisions of the Texas Open Meetings Act, Texas Government Code Chapter 551, Subchapter 551.071 Consultation with Attorney, Craig Eiland, Windstorm Litigation- a settlement offer.**

3. Reconvene Workshop.

4. Discuss Proposal for restoration of the monument "*Dignified Resignation*" presented by Commissioner, Precinct 4.

# 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
LaToya Jordan

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

September 27, 2011

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 10/04/11

Orders for Payroll period ending 9/28/11 Bi-Weekly #20

Order for monthly Health Insurance claims made by Boon Chapman for month ending 7/31/11

Order for monthly Workers' Compensation claims made by The Littleton Group for month ending 7/31/11

# AGENDA ITEM #1a

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 1101 General Fund** | | | |
| **Warrant #: VW 00000279** | **Payee Name: BAKER, STEPHEN W** | | |
| 9/19-9/25/11 | 1101121000 - 5415215 | Justice Administration - Contract Srv-Senate Bill 7 | 978 50 |
| | | **Warrant Total:** | **978 50** |
| **Warrant #: VW 00348071** | **Payee Name: ABL MANAGEMENT INC** | | |
| 183280 | 1101211133 - 5481200 | Sheriff-Corrections - Jail Food Service Contract | 18,840 57 |
| | | **Warrant Total:** | **18,840 57** |
| **Warrant #: VW 00348073** | **Payee Name: ALL AMERICA SALES CORPORATION** | | |
| 60379 | 1101211101 - 5742000 | Administration Sheriff Dept - Capital Outlay-Vehicles | 2,713 26 |
| | | **Warrant Total:** | **2,713.26** |
| **Warrant #: VW 00348076** | **Payee Name: AMERSON, RODGER DAN** | | |
| 10FD2714 090111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 147 50 |
| | | **Warrant Total:** | **147.50** |
| **Warrant #: VW 00348077** | **Payee Name: ANDREE, DEBORAH** | | |
| 9/22/11 MLG | 1101151400 - 5496301 | Professional Services - Auto Mileage | 29 42 |
| | | **Warrant Total:** | **29.42** |
| **Warrant #: VW 00348080** | **Payee Name: BAILEY & GALYEN** | | |
| 314193 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 178.75 |
| | | **Warrant Total:** | **178.75** |
| **Warrant #: VW 00348082** | **Payee Name: BARNETT, STEPHANIE B** | | |
| 10CR3190 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 929 50 |
| 11CR1478 092211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 292 50 |
| | | **Warrant Total:** | **1,222 00** |
| **Warrant #: VW 00348086** | **Payee Name: BLIZARD, RONNIE** | | |
| 575692 | 1101522020 - 5499208 | Parks Department - Licenses/Permits/Registration | 15 00 |
| | | **Warrant Total:** | **15.00** |
| **Warrant #. VW 00348088** | **Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY** | | |
| 10002205 081611A | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 217 83 |
| 10002222 081611A | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 46 23 |
| 10003863 082511A | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 156 53 |
| 10004583 080911A | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 69 35 |
| 10005389 082211A | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 201 25 |
| 10006109 082211A | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 174 75 |
| | | **Warrant Total.** | **865 94** |
| **Warrant #: VW 00348089** | **Payee Name: BRIGGS, LYNETTE** | | |
| JAIL DKT 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| | | **Warrant Total:** | **950.00** |
| **Warrant #: VW 00348091** | **Payee Name: BURKE ASSET PARTNERSHIP LTD** | | |
| 46080 | 1101159100 - 5311140 | Information Technology - Postage | 55,000 00 |
| | | **Warrant Total:** | **55,000.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00348092** | **Payee Name: CABLEXPRESS CORPORATION** | | |
| 6601161 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 1,319 77 |
| | | **Warrant Total:** | **1,319.77** |
| **Warrant #: VW 00348093** | **Payee Name: CAGLE & MCCUMBER** | | |
| 827912 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 12 00 |
| | | **Warrant Total:** | **12 00** |
| **Warrant #: VW 00348094** | **Payee Name: CASTILLO, MARK A** | | |
| 311940 090911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| | | **Warrant Total:** | **130.00** |
| **Warrant #: VW 00348095** | **Payee Name: CDW GOVERNMENT INC** | | |
| ZRJ5311 | 1101159100 - 5481000 | Information Technology - Contract Service | 35,846 78 |
| ZSB8176 | 1101126100 - 5310000 | District Clerk - Supplies and Materials | 54 00 |
| ZSK6491 | 1101126100 - 5310000 | District Clerk - Supplies and Materials | 216 00 |
| ZSR4509 | 1101126100 - 5310000 | District Clerk - Supplies and Materials | 378 00 |
| | | **Warrant Total.** | **36,494 78** |
| **Warrant #: VW 00348097** | **Payee Name: CHAIR TAI CHI** | | |
| BSC2911 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 80 00 |
| DSC2911 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 80 00 |
| LSC2911 | 1101451110 - 5481000 | Senior Citizens - Contract Service | 120 00 |
| | | **Warrant Total:** | **280 00** |
| **Warrant #: VW 00348100** | **Payee Name: CITI BANK USA N A** | | |
| 917583 | 1101610200 - 5322010 | County Extension - Auto Fuel Expense | 38 53 |
| | | **Warrant Total.** | **38.53** |
| **Warrant #: VW 00348102** | **Payee Name: CLEMENTS, CLYDE WESLEY** | | |
| 11CR1751 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| | | **Warrant Total:** | **390.00** |
| **Warrant #: VW 00348105** | **Payee Name: COOPER COMMUNITIES INC.** | | |
| 828201 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 5 00 |
| | | **Warrant Total:** | **5 00** |
| **Warrant #: VW 00348108** | **Payee Name: CROWDER-DEATS FLOWER SHOP INC** | | |
| 005039 | 1101111000 - 5310000 | County Judge - Supplies and Materials | 94 50 |
| | | **Warrant Total:** | **94.50** |
| **Warrant #: VW 00348109** | **Payee Name: DARLING INTERNATIONAL INC** | | |
| 5002083175 | 1101170100 - 5424000 | Facilities Srvs & Maintenance - Maint & Repairs Buildings | 35 00 |
| | | **Warrant Total:** | **35.00** |
| **Warrant #: VW 00348110** | **Payee Name: DAVID P WALKER PC** | | |
| 11CR1847 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 513 50 |
| 311046 092911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 663 00 |
| | | **Warrant Total:** | **1,176.50** |
| **Warrant #: VW 00348111** | **Payee Name: DAVIS III, NEAL** | | |
| 10CR3082 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 357 50 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **357.50** |
| **Warrant #: VW 00348114** | **Payee Name: DIAZ, MARK A** | | |
| 11CR1049 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 292 50 |
| 11CR1803 091911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| 11CR1887 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 292 50 |
| | | **Warrant Total:** | **715 00** |
| **Warrant #: VW 00348115** | **Payee Name: DISHER, DAVID A** | | |
| 10CR3840 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 968 50 |
| 11CR1542 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| 272167 091411 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 117 00 |
| 287083 091311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 169 00 |
| 314955 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 97 50 |
| | | **Warrant Total:** | **1,742.00** |
| **Warrant #: VW 00348116** | **Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC** | | |
| 9256 | 1101211133 - 5310000 | Sheriff-Corrections - Supplies and Materials | 221 40 |
| 9305 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 223 80 |
| 9315 | 1101211133 - 5310000 | Sheriff-Corrections - Supplies and Materials | 598 00 |
| | | **Warrant Total:** | **1,043 20** |
| **Warrant #: VW 00348117** | **Payee Name: DRAGONY, RACHEL ANN** | | |
| 311292 090611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 666 25 |
| | | **Warrant Total:** | **666.25** |
| **Warrant #: VW 00348119** | **Payee Name: DUCOTE, JEREMY B** | | |
| 02CR2229 081911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| 300826 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 520 00 |
| | | **Warrant Total:** | **715.00** |
| **Warrant #: VW 00348120** | **Payee Name: EBANKS, JAMES D** | | |
| 20115928CC | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 8 00 |
| 20115968CC | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 8 00 |
| | | **Warrant Total:** | **16.00** |
| **Warrant #: VW 00348122** | **Payee Name: EMILY A FISHER PLLC** | | |
| 307396 092611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 666 94 |
| | | **Warrant Total:** | **666.94** |
| **Warrant #: VW 00348123** | **Payee Name: FANNING AND FANNING PLLC** | | |
| 11CR0654 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 471 25 |
| | | **Warrant Total:** | **471.25** |
| **Warrant #: VW 00348124** | **Payee Name: FAUS, SALVADOR** | | |
| 10FD1926 091411 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 341 25 |
| 11CR2395 090611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 113 75 |
| 301202 091411 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| 317284 091411 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 76 25 |
| | | **Warrant Total:** | **726.25** |
| **Warrant #: VW 00348125** | **Payee Name: FEROZ, MERCHANT** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 11CR0852 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 585 00 |
| | | **Warrant Total:** | **585.00** |
| **Warrant #: VW 00348126** | **Payee Name: FIRST AMERICAN TITLE** | | |
| 826241 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 8 00 |
| | | **Warrant Total:** | **8.00** |
| **Warrant #: VW 00348127** | **Payee Name: FORT PC, M. BRUCE** | | |
| 11CR1085 090611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 357 50 |
| 317786 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 565 50 |
| | | **Warrant Total:** | **923.00** |
| **Warrant #: VW 00348128** | **Payee Name: FOWLER, JANA K** | | |
| 091911 CRT RPTR | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 60 00 |
| | | **Warrant Total:** | **60.00** |
| **Warrant #: VW 00348129** | **Payee Name: FRY'S ELECTRONICS** | | |
| 4587325 BALANCE | 1101127100 - 5310000 | District Attorney - Supplies and Materials | 9 90 |
| | | **Warrant Total:** | **9.90** |
| **Warrant #: VW 00348130** | **Payee Name: FULK, GEORGE BYRON** | | |
| 11CR0662 092611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,500 00 |
| 11CR0979 090611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 585 00 |
| | | **Warrant Total:** | **2,085.00** |
| **Warrant #: VW 00348131** | **Payee Name: FULTON & WELCH, ATTORNEYS AT LAW PLLC** | | |
| 312917 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 146 25 |
| 315330 090211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 253 50 |
| | | **Warrant Total:** | **399 75** |
| **Warrant #: VW 00348134** | **Payee Name: GBIVI SKYHAWK LP** | | |
| 17231 BLACKHAWK | 1101443100 - 5447200 | Indigent Care & Medication - Emergency Assistance | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #: VW 00348135** | **Payee Name: GELB, JEFFREY** | | |
| 11CR1570 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| 11CR2127 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 211 25 |
| | | **Warrant Total:** | **406 25** |
| **Warrant #: VW 00348136** | **Payee Name: GHOGOMU, WILLIAM T** | | |
| 312057 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| | | **Warrant Total:** | **130.00** |
| **Warrant #: VW 00348137** | **Payee Name: GIEGER LABORDE & LAPEROUSE LLC** | | |
| 2011045703 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 9 00 |
| | | **Warrant Total:** | **9.00** |
| **Warrant #: VW 00348138** | **Payee Name: GILLMAN, MICHAEL DAVID** | | |
| 11CR1562 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 715 00 |
| 11CR1788 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 397 25 |
| | | **Warrant Total:** | **1,112.25** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00348139** | **Payee Name: GRAHAM, CARMEN A** | | |
| 10CR2403 090711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 968 50 |
| 10CR3744 091411 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 747 50 |
| | | **Warrant Total:** | **1,716.00** |
| **Warrant #: VW 00348141** | **Payee Name: GULF COAST CENTURY** | | |
| 84168 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 110 00 |
| | | **Warrant Total:** | **110.00** |
| **Warrant #: VW 00348143** | **Payee Name: HAMILTON, TAYLOR ELLIOT** | | |
| 312233 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 300 00 |
| | | **Warrant Total:** | **300 00** |
| **Warrant #: VW 00348145** | **Payee Name: HENRY, THERESA** | | |
| 10CP0050 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 448 50 |
| 10CP0086 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| 10CP0091 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| 10CP0106 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 71 50 |
| 11CP0005 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 289 25 |
| 11CP0012 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,108 25 |
| 11CP0027 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 97 50 |
| 11CP0029 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 523 25 |
| 11CP0044 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 292 50 |
| 11CR1046 081611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 227 50 |
| | | **Warrant Total:** | **3,708.25** |
| **Warrant #: VW 00348147** | **Payee Name: HESSE, DAVID C** | | |
| 11CR0451 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 812 50 |
| | | **Warrant Total:** | **812 50** |
| **Warrant #: VW 00348148** | **Payee Name: HINDMAN, MARGARET** | | |
| 10CR3802 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| 11CR1386 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 113 75 |
| | | **Warrant Total:** | **308.75** |
| **Warrant #: VW 00348149** | **Payee Name: HOME DEPOT** | | |
| 4025061 | 1101522020 - 5424000 | Parks Department - Maint & Repairs Buildings | 1 72 |
| | | **Warrant Total:** | **1.72** |
| **Warrant #: VW 00348150** | **Payee Name: HOUSTON EQUIPMENT COMPANY** | | |
| 82034 | 1101126100 - 5423000 | District Clerk - Maint/Repairs Equipment | 291 00 |
| | | **Warrant Total:** | **291 00** |
| **Warrant #. VW 00348151** | **Payee Name: HUGHES WATTERS & ASKANASE LLP** | | |
| 2011047381 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 64 00 |
| | | **Warrant Total:** | **64.00** |
| **Warrant #: VW 00348152** | **Payee Name: HUMPHREYS & HUMPHREYS** | | |
| 07FD0775 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 87 50 |
| | | **Warrant Total:** | **87 50** |
| **Warrant #: VW 00348153** | **Payee Name: IBRAHIM & ELLIOTT LLP** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 10CR2045A 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 276 25 |
| 11CR0793 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 406 25 |
| | | **Warrant Total:** | **682.50** |
| **Warrant #: VW 00348154** | **Payee Name: JACKSON, CALVIN C** | | |
| 11CR1208 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 682 50 |
| 11CR1718 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| 11CR2290 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 490 50 |
| | | **Warrant Total:** | **1,563.00** |
| **Warrant #: VW 00348156** | **Payee Name: JENKINS DVM, DENNIS W** | | |
| 57852 | 1101211143 - 5310000 | Patrol Division - Supplies and Materials | 704 00 |
| | | **Warrant Total:** | **704.00** |
| **Warrant #: VW 00348158** | **Payee Name: JOHNSON, WILLIAM M** | | |
| 7/17-20/11 TRVL | 1101610200 - 5498000 | County Extension - Membership And Dues | 200 00 |
| 8/7-11/11 TRVL | 1101610200 - 5498000 | County Extension - Membership And Dues | 331 71 |
| | | **Warrant Total:** | **531.71** |
| **Warrant #: VW 00348160** | **Payee Name: JONES, STACEY LEE** | | |
| 08CR1053 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 893 75 |
| 10CR1475 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 2,892 50 |
| 11CR1954 091911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 568 75 |
| | | **Warrant Total:** | **4,355.00** |
| **Warrant #: VW 00348162** | **Payee Name: KAUFMANN, CHARLES R** | | |
| 11CR0606 082311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| 314776 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| | | **Warrant Total:** | **455.00** |
| **Warrant #: VW 00348164** | **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY** | | |
| 1650 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 445 00 |
| 1677 | 1101125100 - 5310000 | Jury and Trial Expense - Supplies and Materials | 19 41 |
| 1682 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 27 60 |
| | | **Warrant Total:** | **492.01** |
| **Warrant #: VW 00348165** | **Payee Name: KLEEN KUT LANDSCAPE SERVICE** | | |
| 80 | 1101170100 - 5481000 | Facilities Srvs & Maintenance - Contract Service | 4,251 00 |
| | | **Warrant Total:** | **4,251 00** |
| **Warrant #: VW 00348166** | **Payee Name: KUTSCHKE, MELINDA** | | |
| 09CR1126 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 243 75 |
| JAIL DKT 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| | | **Warrant Total:** | **1,193.75** |
| **Warrant #: VW 00348168** | **Payee Name: LAW OFFICE OF CS HALL PLLC** | | |
| 11CR1091 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 438 75 |
| 11CR1641 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 438 75 |
| | | **Warrant Total:** | **877.50** |
| **Warrant #: VW 00348169** | **Payee Name: LAW OFFICE OF DONNA L LELEUX** | | |
| 04CP0049 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 400 99 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 08CP0097 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 351 00 |
| 09CP0101 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 143 00 |
| 10CP0010 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 149 50 |
| 10CP0058 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 344 50 |
| 11CP0019 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 201 50 |
| 11CP0041 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 71 50 |
| | | **Warrant Total:** | **1,661 99** |
| **Warrant #: VW 00348170** | **Payee Name: LAW OFFICE OF LINDSAY R LOPEZ, THE** | | |
| 10CR0650 090711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| 11CR1387 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 390 00 |
| | | **Warrant Total:** | **780.00** |
| **Warrant #: VW 00348171** | **Payee Name: LAW OFFICE OF MICHELE BASSETT** | | |
| 06CP0008 091011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 606 55 |
| 10CP0052 091011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 920 69 |
| 11CP0041 083111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,023 41 |
| 311867 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 526 50 |
| 315364 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 292 50 |
| | | **Warrant Total:** | **3,369.65** |
| **Warrant #: VW 00348172** | **Payee Name: LAW OFFICES OF MARCUS J FLEMING** | | |
| 10CR1217 081511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 5,753 49 |
| | | **Warrant Total:** | **5,753.49** |
| **Warrant #: VW 00348173** | **Payee Name: LEATHERS, BILL** | | |
| 10CR3906 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 357 50 |
| JAIL DKT 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| | | **Warrant Total:** | **1,307.50** |
| **Warrant #: VW 00348174** | **Payee Name: LIBERTY TIRE RECYCLING LLC** | | |
| 0000024643 | 1101110000 - 5429301 | General Government - Nuisance Abatement | 1,500 00 |
| | | **Warrant Total:** | **1,500.00** |
| **Warrant #: VW 00348175** | **Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP** | | |
| AUG 11 JP8-1 FEE | 1101000000 - 2291011 | General Fund - Due to Collection Agency | 3,301 38 |
| | | **Warrant Total:** | **3,301.38** |
| **Warrant #: VW 00348176** | **Payee Name: LOVE, PAUL** | | |
| 10CR3847 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 552 50 |
| 305164 091911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 162 50 |
| | | **Warrant Total:** | **715.00** |
| **Warrant #: VW 00348177** | **Payee Name: LOZANO, CORINA E** | | |
| 091611 CRT RPTR | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 807 00 |
| | | **Warrant Total:** | **807.00** |
| **Warrant #: VW 00348178** | **Payee Name: MALONEY & PARKS LLP** | | |
| 09CR3305 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| 10CR0967 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195.00 |
| 11CR0624 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| 11CR1640 092711 | 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 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 318121 092211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 227 50 |
| JAIL DKT 090211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| | | **Warrant Total:** | **2,152.50** |
| **Warrant #: VW 00348179** | **Payee Name: MARTIN, THOMAS A** | | |
| 11CR1017 090111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| | | **Warrant Total:** | **325.00** |
| **Warrant #: VW 00348181** | **Payee Name: MASTER WORD SERVICE INC** | | |
| 44207 | 1101121000 - 5481000 | Justice Administration - Contract Service | 2,168 94 |
| 44462 | 1101121000 - 5431101 | Justice Administration - Professional Srv Interpreter | 5,437 18 |
| | | **Warrant Total:** | **7,606.12** |
| **Warrant #: VW 00348182** | **Payee Name: MATTHEW BENDER & COMPANY INC** | | |
| 21280622 | 1101123600 - 5495100 | Justice Court Pct #8-1(prv #6) - Education | 44 47 |
| 22126627 | 1101211143 - 5310000 | Patrol Division - Supplies and Materials | 389 94 |
| | | **Warrant Total:** | **434.41** |
| **Warrant # VW 00348184** | **Payee Name: MAUZY, BRUCE** | | |
| 10CP0095 091311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 234 00 |
| 10CP0122 091411 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 624 00 |
| 11CP0001 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| 11CR1706 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 273 00 |
| 318153 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 65 00 |
| | | **Warrant Total:** | **1,326.00** |
| **Warrant #: VW 00348185** | **Payee Name: MCBRIDE LAW FIRM** | | |
| 315213 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| | | **Warrant Total:** | **195.00** |
| **Warrant #: VW 00348186** | **Payee Name: MCCARNES, LOIS** | | |
| 11CR1303 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 335 25 |
| | | **Warrant Total.** | **335.25** |
| **Warrant #. VW 00348187** | **Payee Name: MCGILL LAW FIRM, THE** | | |
| 303507 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| | | **Warrant Total:** | **325.00** |
| **Warrant #: VW 00348188** | **Payee Name: MEIER, SHARON K** | | |
| 307437 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 682 50 |
| | | **Warrant Total:** | **682.50** |
| **Warrant #. VW 00348189** | **Payee Name: MILLER, ROBERT DAVID** | | |
| 11CR0295 091911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 487 50 |
| 11CR0497 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,202 50 |
| 11CR1148 091911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 520 00 |
| | | **Warrant Total:** | **2,210.00** |
| **Warrant #: VW 00348191** | **Payee Name: MORRIS, PHILLIP W** | | |
| 11CR1738 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| 310268 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 780 00 |
| 310600 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 1,462 50 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **2,437 50** |
| **Warrant #: VW 00348192** | **Payee Name: MOTOROLA SOLUTIONS INC** | | |
| 90752952 | 1101211133 - 5423000 | Sheriff-Corrections - Maint/Repairs Equipment | 1,134 75 |
| | | **Warrant Total:** | **1,134.75** |
| **Warrant #: VW 00348193** | **Payee Name: MUELLER, DINAH J** | | |
| 10CP0057 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 273 22 |
| | | **Warrant Total:** | **273.22** |
| **Warrant #: VW 00348195** | **Payee Name: MULTI SERVICE CORPORATION** | | |
| 651739 | 1101170100 - 5310000 | Facilities Srvs & Maintenance - Supplies and Materials | 529 98 |
| | | **Warrant Total:** | **529.98** |
| **Warrant #: VW 00348196** | **Payee Name: MUNRO'S UNIFORM SERVICES LTD** | | |
| 57289 | 1101522020 - 5426106 | Parks Department - Uniform Leasing | 12 75 |
| 57297 | 1101522020 - 5481000 | Parks Department - Contract Service | 12 15 |
| 58079 092311 | 1101522020 - 5426106 | Parks Department - Uniform Leasing | 16 00 |
| 58081 092311 | 1101522020 - 5481000 | Parks Department - Contract Service | 9 46 |
| 58328 | 1101522020 - 5481000 | Parks Department - Contract Service | 12 50 |
| 58329 | 1101522020 - 5426106 | Parks Department - Uniform Leasing | 43 50 |
| 58337 | 1101522020 - 5481000 | Parks Department - Contract Service | 6 00 |
| 58338 | 1101522020 - 5426106 | Parks Department - Uniform Leasing | 66 75 |
| 58339 | 1101522020 - 5481000 | Parks Department - Contract Service | 23 55 |
| 58340 | 1101522020 - 5426106 | Parks Department - Uniform Leasing | 12 75 |
| 58349 | 1101522020 - 5481000 | Parks Department - Contract Service | 12 15 |
| | | **Warrant Total:** | **227 56** |
| **Warrant #: VW 00348197** | **Payee Name: NAJER, MAURICE** | | |
| 10CR1442 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 698 75 |
| JAIL DKT 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| | | **Warrant Total:** | **1,648.75** |
| **Warrant #: VW 00348198** | **Payee Name: NELSON, ERIK** | | |
| 02CR1540 JULY 21 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 244 75 |
| 312951 060911 CK | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| 312954 JULY 15 | 1101122400 - 5431221 | County Court #3 - Dupuy - Defense Atty Co Ct | 195 00 |
| 314919 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 278 75 |
| | | **Warrant Total:** | **913.50** |
| **Warrant #: VW 00348199** | **Payee Name: NICHOLSON, CONNIE** | | |
| 8/18-9/13/11 MLG | 1101151400 - 5496301 | Professional Services - Auto Mileage | 72 15 |
| | | **Warrant Total:** | **72.15** |
| **Warrant #: VW 00348200** | **Payee Name: NICKELSON, LINDA J** | | |
| 09CR3297 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| 11CR1255 092611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 666 25 |
| 11CR1869 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 455 00 |
| | | **Warrant Total:** | **1,446.25** |
| **Warrant #: VW 00348201** | **Payee Name: NORTHEAST TEXAS DATA CORPORATION, THE** | | |
| 13196 | 1101159100 - 5423500 | Information Technology - Maintenance of Software | 2,817 00 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **2,817.00** |
| **Warrant #: VW 00348203** | **Payee Name: PALMER, MICHAEL** | | |
| 308461 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 666 25 |
| 314757 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 227 50 |
| | | **Warrant Total:** | **893.75** |
| **Warrant #: VW 00348204** | **Payee Name: PARK UNIVERSITY ENTERPRISES INC** | | |
| 12984126 | 1101522020 - 5495100 | Parks Department - Education | 149 00 |
| | | **Warrant Total:** | **149 00** |
| **Warrant #: VW 00348205** | **Payee Name: PARKS, TAMRA** | | |
| 092111 212TH DC | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 759 84 |
| | | **Warrant Total:** | **759.84** |
| **Warrant #: VW 00348207** | **Payee Name: PEPPERBALL TECHNOLOGIES INC** | | |
| 0030124IN | 1101211133 - 5310001 | Sheriff-Corrections - Depart Supplies-Non Cap FFE | 1,474 00 |
| | | **Warrant Total:** | **1,474.00** |
| **Warrant #: VW 00348208** | **Payee Name: QUINTANILLA, DONNIE** | | |
| 11CR1874 092211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 455 00 |
| | | **Warrant Total:** | **455.00** |
| **Warrant #: VW 00348211** | **Payee Name: RASMUSSEN, WILLIAM R.** | | |
| PR0072252 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 5 00 |
| | | **Warrant Total:** | **5.00** |
| **Warrant #: VW 00348212** | **Payee Name: ROELL, HOLLY C** | | |
| 09CR2969 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 328 25 |
| | | **Warrant Total.** | **328.25** |
| **Warrant #: VW 00348213** | **Payee Name: ROUTE 46 MANAGEMENT ASSOCIATES-CORP** | | |
| CONF# 60739868 | 1101440100 - 5496100 | Community Services - Travel | 358 80 |
| | | **Warrant Total:** | **358 80** |
| **Warrant #: VW 00348214** | **Payee Name: RUSSELL, GREG** | | |
| 10CR2786 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 617 50 |
| 11CR0788 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 292 50 |
| | | **Warrant Total:** | **910.00** |
| **Warrant #: VW 00348215** | **Payee Name: SAENZ, ALVIN N** | | |
| 06CR3674 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| 10CR2231 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| 11CR0455 092611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 520 00 |
| | | **Warrant Total:** | **975.00** |
| **Warrant #: VW 00348216** | **Payee Name. SANTA FE AUTO PARTS INC** | | |
| 59870 | 1101522020 - 5423000 | Parks Department - Maint/Repairs Equipment | 2 00 |
| 60146 | 1101522020 - 5423000 | Parks Department - Maint/Repairs Equipment | 10 64 |
| 67558 | 1101172111 - 5423110 | Fleet Mgmt-Galveston - Auto Maintenance | 212 86 |
| 67806 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 84 88 |
| | | **Warrant Total:** | **310.38** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00348217** | **Payee Name: SANTA FE SENIOR CITIZENS COUNCIL** | | |
| SEP 11 | 1101451110 - 5503021 | Senior Citizens - Food Cost Title III Supplemt | 500 00 |
| | | **Warrant Total.** | **500.00** |
| **Warrant #: VW 00348218** | **Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS** | | |
| 419862 | 1101159100 - 5423500 | Information Technology - Maintenance of Software | 2,451 00 |
| | | **Warrant Total:** | **2,451.00** |
| **Warrant #: VW 00348219** | **Payee Name: SEARS & BENNETT LLP** | | |
| 11CR1547 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 568 75 |
| 11CR2414 092811 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 666 25 |
| | | **Warrant Total:** | **1,235 00** |
| **Warrant #: VW 00348220** | **Payee Name: SHATTUCK, BOB** | | |
| MH3968 081711 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3969 081011 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3970 081011 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3971 081011 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3972 081011 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3976 081011 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3982 082611 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3983 081011 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3984 090711 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3985 082611 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3987 083111 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3988 091611 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3989 090611 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3990 092211 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3991 082911 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3992 091411 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3993 090711 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3994 090611 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3995 091611 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3996 091411 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH3999 091411 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH4001 091411 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH4002 092111 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| MH4003 091611 | 1101122300 - 5431407 | Probate Court - Sullivan - Associate Judge-Probate Court | 160 00 |
| | | **Warrant Total:** | **3,840.00** |
| **Warrant #: VW 00348221** | **Payee Name: SHERMAN WATKINS PLLC** | | |
| 11JV0058 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| | | **Warrant Total:** | **130.00** |
| **Warrant #: VW 00348222** | **Payee Name: SMITH, MEGHANN** | | |
| 314288 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| | | **Warrant Total:** | **195.00** |
| **Warrant #: VW 00348223** | **Payee Name: SMITH, STEVEN M** | | |
| 10CR0762 081310 | 1101121000 - 5431102 | Justice Administration - Prof Srvs-Expert Witness | 4,050 00 |
| | | **Warrant Total:** | **4,050.00** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00348224** | **Payee Name: SOLUTIONS4SURE.COM INC** | | |
| B11076257V1 | 1101159100 - 5310000 | Information Technology - Supplies and Materials | 343 10 |
| B110817032V3 | 1101159100 - 5310000 | Information Technology - Supplies and Materials | 181 66 |
| | | **Warrant Total:** | **524.76** |
| **Warrant #: VW 00348225** | **Payee Name: SOUTHERN COMPUTER WAREHOUSE** | | |
| 0402861 | 1101126100 - 5310000 | District Clerk - Supplies and Materials | 858 33 |
| | | **Warrant Total:** | **858.33** |
| **Warrant #: VW 00348226** | **Payee Name: SOUTHWEST T & I INC** | | |
| 1928211 | 1101522020 - 5310000 | Parks Department - Supplies and Materials | 334 95 |
| 1928292 | 1101522020 - 5310000 | Parks Department - Supplies and Materials | 365 40 |
| | | **Warrant Total:** | **700.35** |
| **Warrant #: VW 00348229** | **Payee Name: STARTEX TITLE CO** | | |
| 2011047621 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 8 00 |
| 2011048056 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 44 00 |
| | | **Warrant Total:** | **52 00** |
| **Warrant #: VW 00348230** | **Payee Name: STATE OF TEXAS** | | |
| C0840 08/20/11 | 1101151800 - 5498000 | Purchasing Agent - Membership And Dues | 100 00 |
| | | **Warrant Total:** | **100.00** |
| **Warrant #. VW 00348232** | **Payee Name: STEVE'S WAREHOUSE TIRES** | | |
| 69421 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 15 00 |
| 69423 | 1101211101 - 5423110 | Administration Sheriff Dept - Auto Maintenance | 13 00 |
| | | **Warrant Total:** | **28.00** |
| **Warrant #: VW 00348234** | **Payee Name: STEVENS, MARK W** | | |
| 08CR0631 091911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 65 00 |
| 09CR0489 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 344 50 |
| | | **Warrant Total:** | **409.50** |
| **Warrant #: VW 00348235** | **Payee Name: STEWART VACATION OWNERSHIP TITLE** | | |
| 2011048089 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 15 25 |
| | | **Warrant Total:** | **15.25** |
| **Warrant #: VW 00348236** | **Payee Name: STICKLER, TOMMY JAMES** | | |
| 10CR1020 092711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 2,843 75 |
| | | **Warrant Total:** | **2,843.75** |
| **Warrant #: VW 00348240** | **Payee Name: TARA ENERGY LLC** | | |
| CV0066046 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 28 00 |
| | | **Warrant Total:** | **28.00** |
| **Warrant #: VW 00348241** | **Payee Name: TAYLOR, ANGELA M** | | |
| 09CR3342 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 568 75 |
| | | **Warrant Total:** | **568.75** |
| **Warrant #: VW 00348244** | **Payee Name: TEXAS COURT REPORTERS ASSOCIATION** | | |
| 9/11-8/12 #6586 | 1101121000 - 5495100 | Justice Administration - Education | 125 00 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **Warrant Total:** | **125.00** |
| **Warrant #: VW 00348247** | **Payee Name: TIMESHARE CLOSING SERVICES INC.** | | |
| 2011045121 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 8 00 |
| | | **Warrant Total:** | **8.00** |
| **Warrant #: VW 00348248** | **Payee Name: TMA SYSTEMS LLC** | | |
| 311881 | 1101159100 - 5481000 | Information Technology - Contract Service | 10,314 75 |
| | | **Warrant Total:** | **10,314.75** |
| **Warrant #: VW 00348249** | **Payee Name: TOLDEN, MONICA MONIQUE** | | |
| 08CR1084 092311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 871 00 |
| 314967 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 130 00 |
| | | **Warrant Total:** | **1,001.00** |
| **Warrant #: VW 00348250** | **Payee Name: TORRES, ROBERTO** | | |
| 00FD0131 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| 00FD1522 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 178.75 |
| 10CR3677 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 406 25 |
| 10FD0035 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 97 50 |
| 11CR0342 092611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 471 25 |
| 11CR1676 091211 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 308 75 |
| 97FD2455 092111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 178 75 |
| | | **Warrant Total:** | **1,901.25** |
| **Warrant #: VW 00348252** | **Payee Name: TURMAN AND ASSOC** | | |
| 10CR0762 080311 | 1101121000 - 5416000 | Justice Administration - Prof Serv Investigators | 940 65 |
| | | **Warrant Total:** | **940.65** |
| **Warrant #: VW 00348253** | **Payee Name: UNITED STATES POSTAL SERVICE** | | |
| BRM 130 092711 | 1101126100 - 5311141 | District Clerk - Jury Postage | 5,000 00 |
| | | **Warrant Total:** | **5,000 00** |
| **Warrant #: VW 00348254** | **Payee Name: UNITED-BILT HOMES INC.** | | |
| 2011046310 | 1101000010 - 4414012 | General Government - County Clerk Refund of Fees | 10 00 |
| | | **Warrant Total.** | **10.00** |
| **Warrant #: VW 00348256** | **Payee Name: UTMB** | | |
| 708X24011123 | 1101121000 - 5412115 | Justice Administration - Psychological Exam | 800 00 |
| | | **Warrant Total:** | **800.00** |
| **Warrant #: VW 00348257** | **Payee Name: VILLA, CLAUDIA R** | | |
| 311585 091911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 585 00 |
| 312806 091911 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 260 00 |
| | | **Warrant Total:** | **845.00** |
| **Warrant #: VW 00348259** | **Payee Name: WALMART** | | |
| 00512 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 39 47 |
| 01379 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 190 12 |
| 01687 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 301 23 |
| 01765 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 339 88 |
| 03053 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 34 41 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 07624 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 1,447.80 |
| 07627 | 1101610200 - 5310000 | County Extension - Supplies and Materials | 17.76 |
| 08387 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 71 24 |
| 09595 | 1101451110 - 5310000 | Senior Citizens - Supplies and Materials | 16.74 |
| | | **Warrant Total:** | **2,458.65** |
| **Warrant #: VW 00348260** | **Payee Name: WASTE MANAGEMENT INC** | | |
| 461222017919 | 1101522020 - 5481000 | Parks Department - Contract Service | 102 86 |
| | | **Warrant Total:** | **102 86** |
| **Warrant #: VW 00348261** | **Payee Name: WELSH, MATTHEW SEAN** | | |
| 9/21-23/11 HOTEL | 1101190100 - 5496100 | County Engineer - Travel | 301 86 |
| 9/21-23/11 MLG | 1101190100 - 5496100 | County Engineer - Travel | 287 49 |
| | | **Warrant Total:** | **589.35** |
| **Warrant #. VW 00348262** | **Payee Name: WEST PUBLISHING CORPORATION** | | |
| 6074931124 | 1101126100 - 5310000 | District Clerk - Supplies and Materials | 326 70 |
| 823452125 | 1101126100 - 5310000 | District Clerk - Supplies and Materials | 102 00 |
| | | **Warrant Total:** | **428 70** |
| **Warrant #: VW 00348263** | **Payee Name: WESTWARD COMMUNICATIONS** | | |
| 1818950811 | 1101110000 - 5481000 | General Government - Contract Service | 1,950 48 |
| | | **Warrant Total:** | **1,950.48** |
| **Warrant #: VW 00348264** | **Payee Name: WOOTEN, THOMAS J** | | |
| JAIL DKT 091611 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 950 00 |
| | | **Warrant Total:** | **950.00** |
| **Warrant #: VW 00348265** | **Payee Name: WRIGHT, ANDREW A** | | |
| 312582 080111 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 383 94 |
| 316426 092011 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 195 00 |
| | | **Warrant Total:** | **578.94** |
| **Warrant #: VW 00348266** | **Payee Name: XEROX CORPORATION** | | |
| COG200111 | 1101159100 - 5426100 | Information Technology - Equipment Rental/Lease | 69,088 37 |
| | | **Warrant Total:** | **69,088.37** |
| **Warrant #: VW 00348267** | **Payee Name: ZOLL, ERIKA SUSAN** | | |
| 10CP0049 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 364 00 |
| 10CP0088 082511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 325 00 |
| 10CP0099 090711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 188 50 |
| 10CP0104 090711 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 624 00 |
| 10CP0122 091311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 279 50 |
| 11CP0012 082511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 676 00 |
| 11CP0032 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 442 00 |
| 11CP0045 091311 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 344 50 |
| 314111 091511 | 1101121000 - 5431230 | Justice Administration - Court Apptd Atty Dist Courts | 162 50 |
| | | **Warrant Total:** | **3,406.00** |
| | | **FUND 1101 TOTAL:** | **328,305.91** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 2102 Co Clerk Rec Mgt & Pres Fund** | | | |
| **Warrant #: VW 00348150** | **Payee Name: HOUSTON EQUIPMENT COMPANY** | | |
| 180904 | 2102114020 - 5423000 | County Clerk Records Mangement - Maint/Repairs Equipment | 194 00 |
| | | **Warrant Total:** | **194.00** |
| | | **FUND 2102 TOTAL:** | **194.00** |
| **FUND: 2103 Election Srvs Contract Fund** | | | |
| **Warrant #: VW 00348144** | **Payee Name: HART INTERCIVIC** | | |
| 046225 | 2103114031 - 5310001 | Election Services Contract Fd - Depart Supplies-Non Cap F | 15,377 50 |
| | | **Warrant Total:** | **15,377 50** |
| | | **FUND 2103 TOTAL:** | **15,377.50** |
| **FUND: 2111 Tx Assess/Coll Sp Inv Tx Fund** | | | |
| **Warrant #: VW 00348239** | **Payee Name: TAAO** | | |
| 092311 CASALINI | 2111151551 - 5495100 | Special Inventory Tax - Education | 60 00 |
| | | **Warrant Total:** | **60.00** |
| | | **FUND 2111 TOTAL:** | **60.00** |
| **FUND: 2211 Law Library** | | | |
| **Warrant #: VW 00348159** | **Payee Name: JONES MC CLURE PUBLISHING INC** | | |
| 100246543 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 86 00 |
| 100246547 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 168 00 |
| 100249009 | 2211129100 - 5317000 | Law Library - Books & Periodicals | 142 00 |
| | | **Warrant Total:** | **396.00** |
| | | **FUND 2211 TOTAL:** | **396.00** |
| **FUND: 2212 Mediation Services Prog Fund** | | | |
| **Warrant #: VW 00348076** | **Payee Name: AMERSON, RODGER DAN** | | |
| 11CP0065 092111 | 2212125300 - 5432011 | Mediation Services - Mediation Services | 350 00 |
| 11FD0235 091911 | 2212125300 - 5432011 | Mediation Services - Mediation Services | 200 00 |
| | | **Warrant Total:** | **550.00** |
| | | **FUND 2212 TOTAL:** | **550.00** |
| **FUND: 2220 Adult Probation Fund** | | | |
| **Warrant #: VW 00348081** | **Payee Name: BANE, JANIS** | | |
| 9/13-14/11 RMB | 2220255100 - 5310000 | Adult Probation - Supplies and Materials | 80 73 |
| | | **Warrant Total:** | **80.73** |

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **FUND 2220 TOTAL:** | **80.73** |

## FUND: 2230 Juvenile Justice Fund

**Warrant #: VW 00348071** **Payee Name: ABL MANAGEMENT INC**

| | | | |
|---|---|---|---|
| 188311 | 2230256118 - 5314301 | Detention - Kitchen Supplies | 50 52 |
| 188311 | 2230256118 - 5481199 | Detention - Food Service Contract | 1,874 51 |
| 188311 | 2230256119 - 5481199 | Post Program - Food Service Contract | 696 01 |
| 188311 | 2230256155 - 5481199 | Juv Justice Alt Ed Program - Food Service Contract | 156 29 |
| | | **Warrant Total:** | **2,777.33** |

**Warrant #: VW 00348087** **Payee Name: BOB BARKER CO INC**

| | | | |
|---|---|---|---|
| WEB000186714 | 2230256118 - 5313100 | Detention - Cleaning & Household Supplies | 47 95 |
| WEB000186805 | 2230256118 - 5313100 | Detention - Cleaning & Household Supplies | 646 28 |
| | | **Warrant Total:** | **694.23** |

**Warrant #: VW 00348121** **Payee Name: ECOLAB INC.**

| | | | |
|---|---|---|---|
| 6604841 | 2230256118 - 5313100 | Detention - Cleaning & Household Supplies | 222 44 |
| | | **Warrant Total:** | **222.44** |

**Warrant #: VW 00348133** **Payee Name: GARATE, FAITH E**

| | | | |
|---|---|---|---|
| AUG 2011 MLG | 2230256105 - 5496301 | Juv Justice - Administration - Auto Mileage | 42 74 |
| | | **Warrant Total:** | **42 74** |

**Warrant #: VW 00348181** **Payee Name: MASTER WORD SERVICE INC**

| | | | |
|---|---|---|---|
| 44461 | 2230256130 - 5431101 | Court - Professional Srv Interpreter | 445 94 |
| | | **Warrant Total:** | **445 94** |

**Warrant #: VW 00348255** **Payee Name: UTMB**

| | | | |
|---|---|---|---|
| SEP 11 JUV MED | 2230256118 - 5481000 | Detention - Contract Service | 16,500 09 |
| | | **Warrant Total:** | **16,500.09** |

**Warrant #. VW 00348259** **Payee Name: WALMART**

| | | | |
|---|---|---|---|
| 00639 | 2230256118 - 5316011 | Detention - Pharmaceuticals Supplies | 4 00 |
| 04906 | 2230256118 - 5316011 | Detention - Pharmaceuticals Supplies | 71 84 |
| | | **Warrant Total:** | **75 84** |

| | | |
|---|---|---|
| | **FUND 2230 TOTAL:** | **20,758.61** |

## FUND: 2301 Road & Bridge Fund

**Warrant #: VW 00000281** **Payee Name: KEYWORTHS HARDWARE INC**

| | | | |
|---|---|---|---|
| 000193300 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 426 00 |
| | | **Warrant Total:** | **426.00** |

**Warrant #: VW 00348079** **Payee Name: BACLIFF BUILDERS SUPPLY INC.**

| | | | |
|---|---|---|---|
| 09321 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 47 55 |
| 09368 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 729 48 |
| | | **Warrant Total:** | **777.03** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00348096** | **Payee Name: CENTURY ASPHALT LTD** | | |
| 146444 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 3,953.92 |
| 147484 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 6,417 29 |
| 147678 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 7,741 87 |
| 147843 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 5,946 98 |
| 147844 | 2301312120 - 5353015 | FM & Lateral Road - Materials Asphalt Surface | 5,853 43 |
| | | **Warrant Total:** | **29,913.49** |
| **Warrant #: VW 00348099** | **Payee Name: CHERRY CRUSHED CONCRETE** | | |
| 140128 | 2301312120 - 5353014 | FM & Lateral Road - Materials Flexible Base | 4,124 65 |
| 140213 | 2301312120 - 5353014 | FM & Lateral Road - Materials Flexible Base | 4,131 04 |
| | | **Warrant Total:** | **8,255.69** |
| **Warrant #: VW 00348103** | **Payee Name: COASTAL WIPERS INC** | | |
| 23216 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 1,050 00 |
| | | **Warrant Total:** | **1,050 00** |
| **Warrant #: VW 00348113** | **Payee Name: DIAMOND HYDRAULICS INC** | | |
| G44547 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 390 00 |
| | | **Warrant Total.** | **390.00** |
| **Warrant #: VW 00348142** | **Payee Name: GUSTAFSON, TERRI** | | |
| SEPT 2011 MLG | 2301312110 - 5496100 | Administration - Travel | 123 32 |
| | | **Warrant Total:** | **123.32** |
| **Warrant #: VW 00348146** | **Payee Name: HERITAGE-CRYSTAL CLEAN LLC** | | |
| 11828627 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 261 00 |
| | | **Warrant Total:** | **261 00** |
| **Warrant #: VW 00348157** | **Payee Name: JMB TIRE AND APPLIANCE CO** | | |
| 044688 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 2,281 68 |
| | | **Warrant Total:** | **2,281.68** |
| **Warrant #. VW 00348163** | **Payee Name: KIWI TIRE SHOP** | | |
| 1689 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 25 00 |
| | | **Warrant Total:** | **25.00** |
| **Warrant #: VW 00348180** | **Payee Name: MARTY'S CITY AUTO INC** | | |
| 3581 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 1,462 60 |
| | | **Warrant Total:** | **1,462.60** |
| **Warrant #: VW 00348196** | **Payee Name: MUNRO'S UNIFORM SERVICES LTD** | | |
| 58080 092311 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 57 00 |
| 58330 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 56 50 |
| 58331 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 6 50 |
| 58332 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 47 50 |
| 58333 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 32 55 |
| 58334 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 52 00 |
| 58335 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 62 50 |
| 58336 | 2301312120 - 5312101 | FM & Lateral Road - Uniform Expense | 73 25 |
| | | **Warrant Total:** | **387.80** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **Warrant #: VW 00348202** | **Payee Name: OZARKA NATURAL SPRING WATER** | | |
| 0110122815095 | 2301312120 - 5310000 | FM & Lateral Road - Supplies and Materials | 60 96 |
| | | **Warrant Total:** | **60.96** |
| **Warrant #. VW 00348209** | **Payee Name: R B EVERETT & CO** | | |
| SI40638 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 563 28 |
| SI40658 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 441 80 |
| | | **Warrant Total:** | **1,005 08** |
| **Warrant #: VW 00348216** | **Payee Name: SANTA FE AUTO PARTS INC** | | |
| 67241 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 80 73 |
| 67245 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 31 78 |
| 67487 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 39 28 |
| 67538 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 16 98 |
| 67836 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 483 74 |
| 67855 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 5 52 |
| 67860 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 271 30 |
| 67912 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 113 33 |
| | | **Warrant Total:** | **1,042.66** |
| **Warrant #: VW 00348233** | **Payee Name: STEVEN-SHARON CORPORATION** | | |
| 389119000 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 76 80 |
| | | **Warrant Total:** | **76.80** |
| **Warrant #: VW 00348238** | **Payee Name: SUN COAST RESOURCES INC** | | |
| 91038637 | 2301312120 - 5322010 | FM & Lateral Road - Auto Fuel Expense | 7,551 66 |
| 91040743 | 2301312120 - 5315010 | FM & Lateral Road - Oils and Lubricants | 701 25 |
| 91040744 | 2301312120 - 5315010 | FM & Lateral Road - Oils and Lubricants | 701 25 |
| | | **Warrant Total:** | **8,954.16** |
| **Warrant #: VW 00348251** | **Payee Name: TUBING AND METRICS HYDRAULICS INC** | | |
| 63476 | 2301312120 - 5423000 | FM & Lateral Road - Maint/Repairs Equipment | 38 00 |
| | | **Warrant Total:** | **38.00** |
| **Warrant #: VW 00348259** | **Payee Name: WALMART** | | |
| 01399 | 2301312110 - 5310000 | Administration - Supplies and Materials | 41 67 |
| | | **Warrant Total:** | **41.67** |
| | | **FUND 2301 TOTAL:** | **56,572.94** |

## FUND: 2370 Flood Control Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00348098** | **Payee Name: CHERRY CRUSHED CONCRETE** | | |
| 140212 | 2370296100 - 5353013 | Flood Control - Materials Culverts/Bridges | 847 39 |
| | | **Warrant Total:** | **847.39** |
| **Warrant #: VW 00348099** | **Payee Name: CHERRY CRUSHED CONCRETE** | | |
| 140127 | 2370296100 - 5353013 | Flood Control - Materials Culverts/Bridges | 857 70 |
| | | **Warrant Total:** | **857.70** |
| **Warrant #: VW 00348107** | **Payee Name: CRESCENT ENGINEERING COMPANY INC** | | |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| L2933 | 2370296121 - 5481000 | Seawall Maintenance - Contract Service | 77 65 |
| | | **Warrant Total:** | **77 65** |
| **Warrant #: VW 00348202** | **Payee Name: OZARKA NATURAL SPRING WATER** | | |
| 0110122815046 | 2370296121 - 5310000 | Seawall Maintenance - Supplies and Materials | 84 91 |
| | | **Warrant Total:** | **84.91** |
| **Warrant #: VW 00348243** | **Payee Name: TELVENT DTN INC** | | |
| 3502625 | 2370296121 - 5481000 | Seawall Maintenance - Contract Service | 1,740 00 |
| | | **Warrant Total:** | **1,740.00** |
| | | **FUND 2370 TOTAL:** | **3,607.65** |

## FUND: 2401 Public Health Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00348132** | **Payee Name: GALVESTON COUNTY HEALTH DISTRICT** | | |
| 2270001 | 2401000000 - 2270001 | Public Health - Due to Other Govt Fds/Agencies | 393 59 |
| | | **Warrant Total:** | **393.59** |
| | | **FUND 2401 TOTAL:** | **393.59** |

## FUND: 2410 Mosquito Control District Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00348149** | **Payee Name: HOME DEPOT** | | |
| 1020225 | 2410411100 - 5424000 | Mosquito Control District - Maint & Repairs Buildings | 59 54 |
| | | **Warrant Total.** | **59.54** |
| **Warrant #: VW 00348238** | **Payee Name: SUN COAST RESOURCES INC** | | |
| 91032628 | 2410411100 - 5322010 | Mosquito Control District - Auto Fuel Expense | 2,400 16 |
| | | **Warrant Total:** | **2,400.16** |
| **Warrant #: VW 00348259** | **Payee Name: WALMART** | | |
| 00489 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 21 15 |
| 00508 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 147 72 |
| 01305A | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 23 58 |
| 02325 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 23 54 |
| 02733 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 14 27 |
| 05520 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 25 40 |
| 09947 | 2410411100 - 5310000 | Mosquito Control District - Supplies and Materials | 15 36 |
| | | **Warrant Total:** | **271.02** |
| | | **FUND 2410 TOTAL:** | **2,730.72** |

## FUND: 2501 Child Welfare Fund

| | | | |
|---|---|---|---|
| **Warrant #: VW 00348112** | **Payee Name: DEPEAUX, ASHLEY** | | |
| 08/17/11 RMB | 2501443300 - 5310000 | Child Welfare - Supplies and Materials | 21 64 |
| | | **Warrant Total:** | **21.64** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **FUND 2501 TOTAL:** | **21.64** |

## FUND: 2601 Beach & Parks Fund

**Warrant #: VW 00348161** **Payee Name: JRL SERVICES LLC**

| | | | |
|---|---|---|---|
| 100618 | 2601544042 - 5481000 | Beach Maintenance-Rd & Bridge - Contract Service | 2,050 00 |
| 100619 | 2601544042 - 5481000 | Beach Maintenance-Rd & Bridge - Contract Service | 2,050 00 |
| 100620 | 2601544042 - 5481000 | Beach Maintenance-Rd & Bridge - Contract Service | 2,050 00 |
| 100621 | 2601544042 - 5481000 | Beach Maintenance-Rd & Bridge - Contract Service | 2,050 00 |
| 100622 | 2601544042 - 5481000 | Beach Maintenance-Rd & Bridge - Contract Service | 2,050 00 |
| 100623 | 2601544042 - 5481000 | Beach Maintenance-Rd & Bridge - Contract Service | 2,050 00 |
| 100624 | 2601544042 - 5481000 | Beach Maintenance-Rd & Bridge - Contract Service | 2,050 00 |
| | | **Warrant Total:** | **14,350.00** |

**Warrant #: VW 00348196** **Payee Name: MUNRO'S UNIFORM SERVICES LTD**

| | | | |
|---|---|---|---|
| 58078 092311 | 2601522042 - 5312101 | Beach Maintenance - Uniform Expense | 4 25 |
| 58082 092311 | 2601544042 - 5312101 | Beach Maintenance-Rd & Bridge - Uniform Expense | 26 00 |
| | | **Warrant Total:** | **30 25** |

**Warrant #: VW 00348228** **Payee Name: SPRINT WASTE SERVICES LP**

| | | | |
|---|---|---|---|
| 174110 | 2601544042 - 5421400 | Beach Maintenance-Rd & Bridge - Refuse Disposal | 435 01 |
| | | **Warrant Total:** | **435 01** |

**Warrant #: VW 00348246** **Payee Name: TIBH INDUSTRIES INC**

| | | | |
|---|---|---|---|
| 755236 | 2601544042 - 5481000 | Beach Maintenance-Rd & Bridge - Contract Service | 4,500 00 |
| | | **Warrant Total:** | **4,500 00** |
| | | **FUND 2601 TOTAL:** | **19,315.26** |

## FUND: 2824 Adult Probation Community

**Warrant #: VW 00348104** **Payee Name: COLE PH.D., COLLIER M**

| | | | |
|---|---|---|---|
| AUGUST 2011 | 2824255137 - 5481000 | Sex Offender Supervision - Contract Service | 6,280 00 |
| | | **Warrant Total:** | **6,280 00** |

**Warrant #: VW 00348140** **Payee Name: GRANGER, ROSSLYN N**

| | | | |
|---|---|---|---|
| AUG 2011 SRVC | 2824255137 - 5481000 | Sex Offender Supervision - Contract Service | 510 00 |
| JUL 2011 SRVC | 2824255137 - 5481000 | Sex Offender Supervision - Contract Service | 540 00 |
| | | **Warrant Total:** | **1,050.00** |
| | | **FUND 2824 TOTAL:** | **7,330.00** |

## FUND: 2864 Auto Crimes Task Force Grant

**Warrant #: VW 00348227** **Payee Name: SPECTRUM CORPORATION**

| | | | |
|---|---|---|---|
| 0129320IN | 2864211127 - 5330100 | Auto Task Force - Crime Prevention Supplies | 347 21 |
| 0129321IN | 2864211127 - 5330100 | Auto Task Force - Crime Prevention Supplies | 702 15 |
| 0129322IN | 2864211127 - 5330100 | Auto Task Force - Crime Prevention Supplies | 310 55 |
| 0129323IN | 2864211127 - 5330100 | Auto Task Force - Crime Prevention Supplies | 448 30 |
| 0129324IN | 2864211127 - 5330100 | Auto Task Force - Crime Prevention Supplies | 411 42 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 0129383IN | 2864211127 - 5330100 | Auto Task Force - Crime Prevention Supplies | 596 06 |
| | | **Warrant Total:** | **2,815.69** |
| | | **FUND 2864 TOTAL:** | **2,815.69** |

## FUND: 2870 Texas Vine Grant

**Warrant #: VW 00348078** **Payee Name: APPRISS INC**

| | | | |
|---|---|---|---|
| 108311109 | 2870159124 - 5481000 | Texas VINE Grant - Contract Service | 26,333 00 |
| | | **Warrant Total:** | **26,333 00** |
| | | **FUND 2870 TOTAL:** | **26,333.00** |

## FUND: 2914 CDBG Housing Program

**Warrant #: VW 00000280** **Payee Name: GALVESTON NEWSPAPERS INC**

| | | | |
|---|---|---|---|
| 0103957 091411 | 2914152500 - 5317000 | Administration - Books & Periodicals | 32 25 |
| | | **Warrant Total:** | **32.25** |

**Warrant #: VW 00348074** **Payee Name: AMERICAN HOME BUILDERS INC.**

| | | | |
|---|---|---|---|
| CC11364RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 13,193 72 |
| DE1199802 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,797 53 |
| DE1199802 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 37,975 33 |
| FA11266RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,043 97 |
| GMCW12311RET | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,112 18 |
| GS1074002 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,366 06 |
| GS1074002 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 33,660 60 |
| KS1105902 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,731 39 |
| KS1105902 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 37,313 93 |
| MF1215403 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,834 56 |
| MF1215403 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 38,345 60 |
| RD1271803 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,399 29 |
| RD1271803 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 33,992 94 |
| SC1265002 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,227 29 |
| SC1265002 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,272 93 |
| | | **Warrant Total:** | **226,555.08** |

**Warrant #: VW 00348075** **Payee Name: AMERICAN HOMESTAR CORPORATION**

| | | | |
|---|---|---|---|
| 1017B CLARK | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 5,121 40 |
| 1023B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,386 75 |
| 1026B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,535 91 |
| 1030B | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,494 41 |
| 1041 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -13,153 05 |
| 1041 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 106,336 54 |
| 1041 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 25,194 00 |
| | | **Warrant Total:** | **155,915.96** |

**Warrant #: VW 00348085** **Payee Name: BGB INTERESTS LP**

| | | | |
|---|---|---|---|
| 106773 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,037 76 |
| 106773 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 40,377 75 |
| 1091841 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,002 91 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 1091841 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 30,029 11 |
| | | **Warrant Total:** | **63,366.19** |

**Warrant #: VW 00348090** **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

| | | | |
|---|---|---|---|
| 1072410R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 13,773 56 |
| 1079333 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,570 62 |
| 1079333 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 35,706 15 |
| 1105310R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 13,606 51 |
| 11080100 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,003 52 |
| 11080100 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 40,035 27 |
| 1110433 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,447 07 |
| 1110433 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 34,470 67 |
| 1110466 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,447 07 |
| 1110466 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 34,470 67 |
| 1122710R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,991 83 |
| 1139710R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,995 98 |
| 1145710R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,578 62 |
| 1150710R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,142 32 |
| 1162310R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,509 58 |
| 1170333 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,943 21 |
| 1170333 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 39,432 09 |
| 1170366 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,943 21 |
| 1170366 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 39,432 09 |
| 1176633 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 16,312 30 |
| 1176633 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 18,150 00 |
| 1178510R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 11,533 00 |
| 11966100 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,390 60 |
| 11966100 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 43,906 00 |
| 12104100 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,227 53 |
| 12104100 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,275 31 |
| 1212310R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 10,601 06 |
| 1217766 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,739 31 |
| 1217766 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 37,393 05 |
| 1218566 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,251 12 |
| 1218566 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,511 15 |
| 1232666 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,979 12 |
| 1232666 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 39,791 17 |
| 1234066 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,071 73 |
| 1234066 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 30,717 25 |
| 1243833 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,282 15 |
| 1243833 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,821 51 |
| 1244133 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,788 90 |
| 1244133 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 47,889 00 |
| 1267210R | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,996 85 |
| 1275766 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,754 96 |
| 1275766 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 37,549 59 |
| | | **Warrant Total:** | **651,752.46** |

**Warrant #: VW 00348118** **Payee Name: DSW HOMES LLC**

| | | | |
|---|---|---|---|
| 112742 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,715 74 |
| 112742 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 37,157 38 |
| 210979 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 5,178 62 |
| 212191 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 6,521 59 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 212266 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,131 15 |
| 212266 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 41,311 53 |
| 212324 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,267 97 |
| 212324 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 42,679 67 |
| 212353 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,316 85 |
| 212353 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 43,168 53 |
| 212424 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,289 67 |
| 212424 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 42,896 67 |
| 212742 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,164 33 |
| 212742 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 41,643 33 |
| 212997 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -4,184 00 |
| 212997 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 41,840 00 |
| 311199 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,468 06 |
| 311199 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 54,680 66 |
| 312755 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,894 50 |
| 312755 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 38,955 00 |
| | | **Warrant Total:** | **357,600.71** |

**Warrant #: VW 00348155** **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

| | | | |
|---|---|---|---|
| 22085 092111 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 5,174 00 |
| 22232 092811 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,705 00 |
| 22263 092311 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,194 00 |
| 22276 092811 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,073 00 |
| 22288 092811 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 6,027 00 |
| 22438 092911 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 4,405 00 |
| 22458 091411 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 992 00 |
| 22488 092911 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,607 00 |
| 22489 091411 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,430.00 |
| 22505 092711 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,761 01 |
| 22515 092111 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 998 00 |
| 22516 092111 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 998 00 |
| 22518 092111 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 976 00 |
| 22519 093011 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,349 00 |
| 22522 092011 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,046 00 |
| 22523 092711 | 2914152511 - 5519020 | Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst | 1,328 00 |
| 22536 092711 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,063 00 |
| 22541 092311 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,876 09 |
| 22543 092311 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,579 00 |
| 22545 092811 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,117 00 |
| 22546 092811 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 926 00 |
| 22550 092711 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 3,064 00 |
| 22556 092811 | 2914152512 - 5519020 | Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst | 1,919.00 |
| | | **Warrant Total:** | **43,607 10** |

**Warrant #: VW 00348237** **Payee Name: SULLIVAN LAND SERVICES LTD**

| | | | |
|---|---|---|---|
| 2011481 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -14,625 73 |
| 2011481 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 110,977 32 |
| 2011481 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 35,280 00 |
| 2011490 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,687 72 |
| 2011560 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -11,036 04 |
| 2011560 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 91,220 42 |
| 2011560 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 19,140 00 |
| 2011563 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -7,027 30 |

# *Galveston County, Texas*

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| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 2011563 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 70,272 95 |
| 2011564 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -6,353 84 |
| 2011564 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 51,543 23 |
| 2011564 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 11,995 20 |
| 2011565 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -5,231 75 |
| 2011565 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 45,092 48 |
| 2011565 | 2914152514 - 5519010 | Ownr-Occupied Elevation - Contractor - Construction | 7,225 00 |
| 2011573 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 9,689 79 |
| 2011575 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 14,634 56 |
| 2011576 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,884 97 |
| 2011577 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 15,353 52 |
| 2011578 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | 12,791 69 |
| | | **Warrant Total:** | **476,514.19** |

**Warrant #: VW 00348242** **Payee Name: TEGRITY HOMES, LLC**

| | | | |
|---|---|---|---|
| 1229633 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,273 48 |
| 1229633 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,734 82 |
| 1229666 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,273 48 |
| 1229666 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,734 82 |
| 1238633 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,729 83 |
| 1238633 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 37,298 32 |
| 1244433 | 2914000000 - 2070001 | CDBG Housing Program - Contract Payable Retainage | -3,265 38 |
| 1244433 | 2914152512 - 5519010 | Ownr-Occupied Reconstruction - Contractor - Construction | 32,653 75 |
| | | **Warrant Total:** | **121,879.54** |

**FUND 2914 TOTAL: 2,097,223.48**

## FUND: 2994 Disaster Recovery - Ike

**Warrant #: VW 00348084** **Payee Name: BECK DISASTER RECOVERY INC**

| | | | |
|---|---|---|---|
| 0110005 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 540 00 |
| 0110006 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 45 00 |
| 0110007 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 247 50 |
| 0110008 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 382 50 |
| 0110009 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 0110010 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 112 50 |
| 0110011 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 382 50 |
| 0110012 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 652 50 |
| 0110014 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 630 00 |
| 0110015 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 45 00 |
| 0110016 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 1,597 50 |
| 0110017 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 45 00 |
| 0110018 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 45 00 |
| 0110019 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 0110020 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 1,305 00 |
| 0110021 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 810 00 |
| 0110022 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 157 50 |
| 0110023 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 472 50 |
| 0110024 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 585 00 |
| 0110025 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 562 50 |
| 0110026 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 292 50 |
| 0110027 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 990 00 |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 0110028 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 945 00 |
| 0110029 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 112.50 |
| 0110031 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 337 50 |
| 0110032 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 382 50 |
| 0110033 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 135 00 |
| 0110034 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 517 50 |
| 0110035 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 247 50 |
| 0110036 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 540 00 |
| 0110037 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 540 00 |
| 0110038 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 405 00 |
| 0110039 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 1,395 00 |
| 0110040 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 360 00 |
| 0110041 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 180 00 |
| 0110042 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 112 50 |
| 0110043 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 1,462 50 |
| 0110044 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 427.50 |
| 0110045 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 765 00 |
| 0110046 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 90 00 |
| 0110047 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 315 00 |
| 0110048 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 405 00 |
| 0110049 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 540 00 |
| 0110050 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 247 50 |
| 0110051 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 112 50 |
| 0110052 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 112 50 |
| 0110053 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 112 50 |
| 0110054 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 225 00 |
| 0110089 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 135 00 |
| 0110281 | 2994299161 - 5481000 | TMF200 Priv Prop Debris Rmvl - Contract Service | 540 00 |
| | | **Warrant Total:** | **21,780.00** |
| | | **FUND 2994 TOTAL:** | **21,780.00** |

## FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

**Warrant #: VW 00348206** **Payee Name: PAUL ENGINEERING INC**

| | | | |
|---|---|---|---|
| 1337 | 3120179135 - 5728121 | Mid-County Annex - Capital Const-Architect Fees | 200 00 |
| | | **Warrant Total:** | **200.00** |

**Warrant #: VW 00348231** **Payee Name: STEFFEY, MICHAEL**

| | | | |
|---|---|---|---|
| 20100017 | 3120179135 - 5728121 | Mid-County Annex - Capital Const-Architect Fees | 6,900 00 |
| | | **Warrant Total:** | **6,900.00** |
| | | **FUND 3120 TOTAL:** | **7,100.00** |

## FUND: 3307 Unltd Tax Road Bonds Sr 2003B

**Warrant #: VW 00348210** **Payee Name: R W LUCAS CONSTRUCTION LLC**

| | | | |
|---|---|---|---|
| 2 093011 | 3307000000 - 2070001 | Unltd Tx Road Bonds Sr 2003B - Contract Payable Retainage | -1,800 07 |
| 2 093011 | 3307312200 - 5731010 | Fort Travis Park - Construction & Improv Roads | 36,001 35 |
| | | **Warrant Total:** | **34,201 28** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| | | **FUND 3307 TOTAL:** | **34,201.28** |

## FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

**Warrant #: VW 00348245** **Payee Name: TEXAS DEPARTMENT OF TRANSPORTATION**

| | | | |
|---|---|---|---|
| 20110498 | 3310315162 - 5731015 | Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj | 181 95 |
| | | **Warrant Total:** | **181.95** |
| | | **FUND 3310 TOTAL:** | **181.95** |

## FUND: 3312 Unltd Tax Road Bonds Sr 2009

**Warrant #: VW 00348101** **Payee Name: CLAUNCH & MILLER INC**

| | | | |
|---|---|---|---|
| 317185H | 3312312111 - 5731129 | Non-County Roads - Sunnyview | 856 27 |
| 324415H | 3312312111 - 5731129 | Non-County Roads - Sunnyview | 30,194 06 |
| | | **Warrant Total:** | **31,050.33** |

**Warrant #: VW 00348183** **Payee Name: MATULA & MATULA CONSTRUCTION INC**

| | | | |
|---|---|---|---|
| 5 083111 | 3312000000 - 2070001 | Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage | -6,222 16 |
| 5 083111 | 3312312111 - 5731129 | Non-County Roads - Sunnyview | 124,443 12 |
| | | **Warrant Total:** | **118,220.96** |

**Warrant #: VW 00348194** **Payee Name: MULLEN ASPHALT PAVING**

| | | | |
|---|---|---|---|
| RTNG 091511 | 3312000000 - 2070001 | Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage | 4,776 17 |
| | | **Warrant Total:** | **4,776.17** |
| | | **FUND 3312 TOTAL:** | **154,047.46** |

## FUND: 3315 Galv Causeway RR Bridge Proj

**Warrant #: VW 00348190** **Payee Name: MODJESKI AND MASTERS INC**

| | | | |
|---|---|---|---|
| 214217 | 3315313200 - 5732201 | Causeway Railroad Bridge Prj - Professional Services | 97,766 22 |
| | | **Warrant Total:** | **97,766.22** |
| | | **FUND 3315 TOTAL:** | **97,766.22** |

## FUND: 3370 Ltd Tax Flood Control Bds Sr09

**Warrant #. VW 00348106** **Payee Name: COSTELLO, INC.**

| | | | |
|---|---|---|---|
| 23571 | 3370313202 - 5734306 | County Flood Control Projects - FM 646 | 18,265 22 |
| 23787 | 3370313202 - 5734306 | County Flood Control Projects - FM 646 | 3,324 53 |
| | | **Warrant Total:** | **21,589.75** |
| | | **FUND 3370 TOTAL:** | **21,589.75** |

## FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

**Warrant #: VW 00348072** **Payee Name. ALEX ZEID & ASSOCIATES**

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| 4303010 | 6123000010 - 4303010 | General Government - Medicare Prt D Retiree Subsidy | 1,000 00 |
| | | **Warrant Total:** | **1,000 00** |
| | | **FUND 6123 TOTAL:** | **1,000.00** |

**FUND: 7605 Escrow Fund**

**Warrant #: VW 00348167** **Payee Name: LA MARQUE FEED SUPPLY**

| | | | |
|---|---|---|---|
| 9622 | 7605000000 - 2473030 | Escrow Fund - CO Crt Restit-Due to Victims | 81 80 |
| | | **Warrant Total:** | **81.80** |

**Warrant #: VW 00348258** **Payee Name: WALMART**

| | | | |
|---|---|---|---|
| 221336 092111 | 7605000000 - 2473030 | Escrow Fund - CO Crt Restit-Due to Victims | 10 00 |
| | | **Warrant Total:** | **10.00** |
| | | **FUND 7605 TOTAL:** | **91.80** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

## Summary of All Funds

| Fund | | Amount |
|---|---|---|
| 1101 | General Fund | 328,305 91 |
| 2102 | Co Clerk Rec Mgt & Pres Fund | 194 00 |
| 2103 | Election Srvs Contract Fund | 15,377 50 |
| 2111 | Tx Assess/Coll Sp Inv Tx Fund | 60 00 |
| 2211 | Law Library | 396 00 |
| 2212 | Mediation Services Prog Fund | 550 00 |
| 2220 | Adult Probation Fund | 80 73 |
| 2230 | Juvenile Justice Fund | 20,758 61 |
| 2301 | Road & Bridge Fund | 56,572 94 |
| 2370 | Flood Control Fund | 3,607 65 |
| 2401 | Public Health Fund | 393 59 |
| 2410 | Mosquito Control District Fund | 2,730 72 |
| 2501 | Child Welfare Fund | 21 64 |
| 2601 | Beach & Parks Fund | 19,315 26 |
| 2824 | Adult Probation Community | 7,330 00 |
| 2864 | Auto Crimes Task Force Grant | 2,815 69 |
| 2870 | Texas Vine Grant | 26,333 00 |
| 2914 | CDBG Housing Program | 2,097,223 48 |
| 2994 | Disaster Recovery - Ike | 21,780 00 |
| 3120 | Limited Tax Cnty Bldg Bds Sr09 | 7,100 00 |
| 3307 | Unltd Tax Road Bonds Sr 2003B | 34,201 28 |
| 3310 | Pass Thru Toll Rv Lt Tx BdSr07 | 181 95 |
| 3312 | Unltd Tax Road Bonds Sr 2009 | 154,047 46 |
| 3315 | Galv Causeway RR Bridge Proj | 97,766 22 |
| 3370 | Ltd Tax Flood Control Bds Sr09 | 21,589 75 |
| 6123 | Group,Wrks'Comp,Unemplmnt Ins | 1,000 00 |
| 7605 | Escrow Fund | 91 80 |
| | **Grand Total:** | **2,919,825.18** |

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

**Approved Order to pay by Commissioners Court this day** October 4, 2011

**Cliff Billingsley, County Auditor**

**Mark A. Henry, Galveston County Judge**

**Patrick Doyle, Galveston County Commissioner, Pct 1**

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

**Stephen D. Holmes, Galveston County Commissioner, Pct 3**

**Kenneth Clark, Galveston County Commissioner, Pct 4**

**ATTEST:**

**Dwight D. Sullivan, County Clerk**

By Brandy Chapman, Deputy

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348071 | 702471 | ABL MANAGEMENT INC | 10/04/11 | 21 617 90 | MW | OH | | |
| AP00348072 | 710644 | ALEX ZEID & ASSOCIATES | 10/04/11 | 1,000 00 | MW | OH | | |
| AP00348073 | 017004 | ALL AMERICA SALES CORPORATION | 10/04/11 | 2,713 26 | MW | OH | | |
| AP00348074 | 711832 | AMERICAN HOME BUILDERS INC | 10/04/11 | 226,555 08 | MW | OH | | |
| AP00348075 | 711548 | AMERICAN HOMESTAR CORPORATION | 10/04/11 | 155 915 96 | MW | OH | | |
| AP00348076 | 702478 | AMERSON, RODGER DAN | 10/04/11 | 697 50 | MW | OH | B7 | |
| AP00348077 | 707166 | ANDREE, DEBORAH | 10/04/11 | 29 42 | MW | OH | | |
| AP00348078 | 706710 | APPRISS INC | 10/04/11 | 26,333 00 | MW | OH | | |
| AP00348079 | 021030 | BACLIFF BUILDERS SUPPLY INC | 10/04/11 | 777 03 | MW | OH | | |
| AP00348080 | 712624 | BAILEY & GALYEN | 10/04/11 | 178 75 | MW | OH | B7 | |
| AP00348081 | 713672 | BANE, JANIS | 10/04/11 | 80 73 | MW | OH | | |
| AP00348082 | 709910 | BARNETT, STEPHANIE B | 10/04/11 | 1,222 00 | MW | OH | B7 | |
| AP00348083 | VOID CONTINU | Void - Continued Stub | 10/04/11 | 0 00 | VM | OH | | Void |
| AP00348084 | 710073 | BECK DISASTER RECOVERY INC | 10/04/11 | 21,780 00 | MW | OH | | |
| AP00348085 | 711795 | BGB INTERESTS LP | 10/04/11 | 63,366 19 | MW | OH | | |
| AP00348086 | 703678 | BLIZARD, RONNIE | 10/04/11 | 15 00 | MW | OH | | |
| AP00348087 | 021303 | BOB BARKER CO INC | 10/04/11 | 694 23 | MW | OH | | |
| AP00348088 | 708995 | BOLIVAR PENINSULA SPECIAL UTI | 10/04/11 | 865 94 | MW | OH | | |
| AP00348089 | 702559 | BRIGGS LYNETTE | 10/04/11 | 950 00 | MW | OH | B7 | |
| AP00348090 | 712308 | BURGHLI HOMES PROMENADE HOMES | 10/04/11 | 651,752 46 | MW | OH | | |
| AP00348091 | 707209 | BURKE ASSET PARTNERSHIP LTD | 10/04/11 | 55,000 00 | MW | OH | | |
| AP00348092 | 709015 | CABLEXPRESS CORPORATION | 10/04/11 | 1 319 77 | MW | OH | | |
| AP00348093 | 713809 | CACLE & MCCUMBER | 10/04/11 | 12 00 | MW | OH | | |
| AP00348094 | 706200 | CASTILLO MARK A | 10/04/11 | 130 00 | MW | OH | B7 | |
| AP00348095 | 701478 | CDW GOVERNMENT INC | 10/04/11 | 36,494 78 | MW | OH | | |
| AP00348096 | 708965 | CENTURY ASPHALT LTD | 10/04/11 | 29,913 49 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348097 | 702429 | CHAIR TAI CHI | 10/04/11 | 280 00 | MW | OH | | |
| AP00348098 | 712596 | CHERRY CRUSHED CONCRETE | 10/04/11 | 847 39 | MW | OH | | |
| AP00348099 | 712596 | CHERRY CRUSHED CONCRETE | 10/04/11 | 9 113 39 | MW | OH | | |
| AP00348100 | 706090 | CITI BANK USA N A | 10/04/11 | 38 53 | MW | OH | | |
| AP00348101 | 700066 | CLAUNCH & MILLER INC | 10/04/11 | 31,050 33 | MW | OH | | |
| AP00348102 | 712273 | CLEMENTS, CLYDE WESLEY | 10/04/11 | 390 00 | MW | OH | B7 | |
| AP00348103 | 034751 | COASTAL WIPERS INC | 10/04/11 | 1,050 00 | MW | OH | | |
| AP00348104 | 034124 | COLE PH D , COLLIER M | 10/04/11 | 6,280 00 | MW | OH | | |
| AP00348105 | 713810 | COOPER COMMUNITIES INC | 10/04/11 | 5 00 | MW | OH | | |
| AP00348106 | 711515 | COSTELLO, INC | 10/04/11 | 21,589 75 | MW | OH | | |
| AP00348107 | 709896 | CRESCENT ENGINEERING COMPANY | 10/04/11 | 77 65 | MW | OH | | |
| AP00348108 | 713823 | CROWDER-DEATS FLOWER SHOP INC | 10/04/11 | 94 50 | MW | OH | | |
| AP00348109 | 701394 | DARLING INTERNATIONAL INC | 10/04/11 | 35 00 | MW | OH | | |
| AP00348110 | 403281 | DAVID P WALKER PC | 10/04/11 | 1 176 50 | MW | OH | B7 | |
| AP00348111 | 711809 | DAVIS III, NEAL | 10/04/11 | 357 50 | MW | OH | B7 | |
| AP00348112 | 713822 | DEPEAUX, ASHLEY | 10/04/11 | 21 64 | MW | OH | | |
| AP00348113 | 700546 | DIAMOND HYDRAULICS INC | 10/04/11 | 390 00 | MW | OH | | |
| AP00348114 | 706153 | DIAZ, MARK A | 10/04/11 | 715 00 | MW | OH | B7 | |
| AP00348115 | 043273 | DISHER, DAVID A | 10/04/11 | 1,742 00 | MW | OH | B7 | |
| AP00348116 | 706718 | DOLPHIN CHEMICAL & SUPPLY COM | 10/04/11 | 1 043 20 | MW | OH | | |
| AP00348117 | 708361 | DRAGONY, RACHEL ANN | 10/04/11 | 666 25 | MW | OH | B7 | |
| AP00348118 | 711931 | DSW HOMES LLC | 10/04/11 | 357 600 71 | MW | OH | | |
| AP00348119 | 701181 | DUCOTE, JEREMY B | 10/04/11 | 715 00 | MW | OH | B7 | |
| AP00348120 | 713811 | EBANKS, JAMES D | 10/04/11 | 16 00 | MW | OH | | |
| AP00348121 | 407091 | ECOLAB INC | 10/04/11 | 222 44 | MW | OH | | |
| AP00348122 | 710066 | EMILY A FISHER PLLC | 10/04/11 | 666 94 | MW | OH | B7 | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348123 | 711189 | FANNING AND FANNING PLLC | 10/04/11 | 471 25 | MW | OH | B7 | |
| AP00348124 | 410365 | FAUS, SALVADOR | 10/04/11 | 726 25 | MW | OH | B7 | |
| AP00348125 | 711896 | FEROZ, MERCHANT | 10/04/11 | 585 00 | MW | OH | B7 | |
| AP00348126 | 713812 | FIRST AMERICAN TITLE | 10/04/11 | 8 00 | MW | OH | | |
| AP00348127 | 711912 | FORT PC, M BRUCE | 10/04/11 | 923 00 | MW | OH | B7 | |
| AP00348128 | 710682 | FOWLER, JANA K | 10/04/11 | 60 00 | MW | OH | B7 | |
| AP00348129 | 706860 | FRY'S ELECTRONICS | 10/04/11 | 9 90 | MW | OH | | |
| AP00348130 | 704440 | FULK, GEORGE BYRON | 10/04/11 | 2,085 00 | MW | OH | B7 | |
| AP00348131 | 713606 | FULTON & WELCH, ATTORNEYS AT | 10/04/11 | 399 75 | MW | OH | B7 | |
| AP00348132 | 431945 | GALVESTON COUNTY HEALTH DISTR | 10/04/11 | 393 59 | MW | OH | | |
| AP00348133 | 071746 | GARATE, FAITH E | 10/04/11 | 42 74 | MW | OH | | |
| AP00348134 | 713781 | GBIVI SKYHAWK LP | 10/04/11 | 100 00 | MW | OH | | |
| AP00348135 | 701571 | GELB, JEFFREY | 10/04/11 | 406 25 | MW | OH | B7 | |
| AP00348136 | 706770 | GHOGOMU, WILLIAM T | 10/04/11 | 130 00 | MW | OH | B7 | |
| AP00348137 | 711632 | GIEGER LABORDE & LAPEROUSE LL | 10/04/11 | 9 00 | MW | OH | | |
| AP00348138 | 703986 | GILLMAN, MICHAEL DAVID | 10/04/11 | 1,112 25 | MW | OH | B7 | |
| AP00348139 | 709134 | GRAHAM, CARMEN A | 10/04/11 | 1,716 00 | MW | OH | B7 | |
| AP00348140 | 704961 | GRANGER, ROSSLYN N | 10/04/11 | 1,050 00 | MW | OH | | |
| AP00348141 | 701592 | GULF COAST CENTURY | 10/04/11 | 110 00 | MW | OH | | |
| AP00348142 | 709059 | GUSTAFSON, TERRI | 10/04/11 | 123 32 | MW | OH | | |
| AP00348143 | 713136 | HAMILTON TAYLOR ELLIOT | 10/04/11 | 300 00 | MW | OH | B7 | |
| AP00348144 | 406853 | HART INTERCIVIC | 10/04/11 | 15,377 50 | MW | OH | | |
| AP00348145 | 705115 | HENRY, THERESA | 10/04/11 | 3,708 25 | MW | OH | B7 | |
| AP00348146 | 711536 | HERITAGE-CRYSTAL CLEAN LLC | 10/04/11 | 261 00 | MW | OH | | |
| AP00348147 | 713255 | HESSE, DAVID C | 10/04/11 | 812 50 | MW | OH | B7 | |
| AP00348148 | 083501 | HINDMAN, MARGARET | 10/04/11 | 308 75 | MW | OH | B7 | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348149 | 409105 | HOME DEPOT | 10/04/11 | 61 26 | MW | OH | | |
| AP00348150 | 084236 | HOUSTON EQUIPMENT COMPANY | 10/04/11 | 485 00 | MW | OH | | |
| AP00348151 | 711663 | HUGHES WATTERS & ASKANASE LLP | 10/04/11 | 64 00 | MW | OH | | |
| AP00348152 | 707452 | HUMPHREYS & HUMPHREYS | 10/04/11 | 87 50 | MW | OH | B7 | |
| AP00348153 | 707488 | IBRAHIM & ELLIOTT LLP | 10/04/11 | 682 50 | MW | OH | B7 | |
| AP00348154 | 407630 | JACKSON, CALVIN C | 10/04/11 | 1,563 00 | MW | OH | B7 | |
| AP00348155 | 409049 | JAHN-GALVESTON INSURANCE AGEN | 10/04/11 | 43,607 10 | MW | OH | | |
| AP00348156 | 708652 | JENKINS DVM, DENNIS W | 10/04/11 | 704 00 | MW | OH | | |
| AP00348157 | 402937 | JMB TIRE AND APPLIANCE CO | 10/04/11 | 2,281 68 | MW | OH | | |
| AP00348158 | 104398 | JOHNSON, WILLIAM M | 10/04/11 | 531 71 | MW | OH | | |
| AP00348159 | 406053 | JONES MC CLURE PUBLISHING INC | 10/04/11 | 396 00 | MW | OH | | |
| AP00348160 | 701243 | JONES STACEY LEE | 10/04/11 | 4,355 00 | MW | OH | B7 | |
| AP00348161 | 708663 | JRL SERVICES LLC | 10/04/11 | 14 350 00 | MW | OH | | |
| AP00348162 | 704638 | KAUFMANN, CHARLES R | 10/04/11 | 455 00 | MW | OH | B7 | |
| AP00348163 | 711325 | KIWI TIRE SHOP | 10/04/11 | 25 00 | MW | OH | | |
| AP00348164 | 402386 | KLEEN JANITORIAL SUPPLY COMPA | 10/04/11 | 492 01 | MW | OH | | |
| AP00348165 | 710415 | KLEEN KUT LANDSCAPE SERVICE | 10/04/11 | 4,251 00 | MW | OH | | |
| AP00348166 | 706952 | KUTSCHKE, MELINDA | 10/04/11 | 1,193 75 | MW | OH | B7 | |
| AP00348167 | 713782 | LA MARQUE FEED SUPPLY | 10/04/11 | 81 80 | MW | OH | | |
| AP00348168 | 711176 | LAW OFFICE OF CS HALL PLLC | 10/04/11 | 877 50 | MW | OH | B7 | |
| AP00348169 | 701780 | LAW OFFICE OF DONNA L LELEUX | 10/04/11 | 1 661 99 | MW | OH | B7 | |
| AP00348170 | 710869 | LAW OFFICE OF LINDSAY R LOPEZ | 10/04/11 | 780 00 | MW | OH | B7 | |
| AP00348171 | 706605 | LAW OFFICE OF MICHELE BASSETT | 10/04/11 | 3 369 65 | MW | OH | B7 | |
| AP00348172 | 712917 | LAW OFFICES OF MARCUS J FLEM | 10/04/11 | 5,753 49 | MW | OH | B7 | |
| AP00348173 | 705777 | LEATHERS, BILL | 10/04/11 | 1,307 50 | MW | OH | B7 | |
| AP00348174 | 709067 | LIBERTY TIRE RECYCLING LLC | 10/04/11 | 1,500 00 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348175 | 707090 | LINEBARGER GOGGAN BLAIR & SAM | 10/04/11 | 3,301 38 | MW | OH | | |
| AP00348176 | 705152 | LOVE PAUL | 10/04/11 | 715 00 | MW | OH | B7 | |
| AP00348177 | 712016 | LOZANO, CORINA E | 10/04/11 | 807 00 | MW | OH | B7 | |
| AP00348178 | 709125 | MALONEY & PARKS LLP | 10/04/11 | 2 152 50 | MW | OH | B7 | |
| AP00348179 | 704124 | MARTIN, THOMAS A | 10/04/11 | 325 00 | MW | OH | B7 | |
| AP00348180 | 705312 | MARTY'S CITY AUTO INC | 10/04/11 | 1,462 60 | MW | OH | | |
| AP00348181 | 705424 | MASTER WORD SERVICE INC | 10/04/11 | 8,052 06 | MW | OH | | |
| AP00348182 | 401374 | MATTHEW BENDER & COMPANY INC | 10/04/11 | 434 41 | MW | OH | | |
| AP00348183 | 712346 | MATULA & MATULA CONSTRUCTION | 10/04/11 | 118,220 96 | MW | OH | | |
| AP00348184 | 705185 | MAUZY, BRUCE | 10/04/11 | 1,326 00 | MW | OH | B7 | |
| AP00348185 | 712267 | MCBRIDE LAW FIRM | 10/04/11 | 195 00 | MW | OH | B7 | |
| AP00348186 | 404930 | MCCARNES, LOIS | 10/04/11 | 335 25 | MW | OH | B7 | |
| AP00348187 | 707722 | MCGILL LAW FIRM THE | 10/04/11 | 325 00 | MW | OH | B7 | |
| AP00348188 | 709045 | MEIER, SHARON K | 10/04/11 | 682 50 | MW | OH | B7 | |
| AP00348189 | 711805 | MILLER, ROBERT DAVID | 10/04/11 | 2,210 00 | MW | OH | B7 | |
| AP00348190 | 707294 | MODJESKI AND MASTERS INC | 10/04/11 | 97 766 22 | MW | OH | | |
| AP00348191 | 710357 | MORRIS, PHILLIP W | 10/04/11 | 2 437 50 | MW | OH | B7 | |
| AP00348192 | 134056 | MOTOROLA SOLUTIONS INC | 10/04/11 | 1,134 75 | MW | OH | | |
| AP00348193 | 405987 | MUELLER DINAH J | 10/04/11 | 273 22 | MW | OH | B7 | |
| AP00348194 | 700247 | MULLEN ASPHALT PAVING | 10/04/11 | 4,776 17 | MW | OH | | |
| AP00348195 | 702027 | MULTI SERVICE CORPORATION | 10/04/11 | 529 98 | MW | OH | | |
| AP00348196 | 710385 | MUNRO'S UNIFORM SERVICES LTD | 10/04/11 | 645 61 | MW | OH | | |
| AP00348197 | 705888 | NAJER, MAURICE | 10/04/11 | 1,648 75 | MW | OH | B7 | |
| AP00348198 | 713518 | NELSON, ERIK | 10/04/11 | 913 50 | MW | OH | B7 | |
| AP00348199 | 410734 | NICHOLSON, CONNIE | 10/04/11 | 72 15 | MW | OH | | |
| AP00348200 | 400707 | NICKELSON LINDA J | 10/04/11 | 1,446 25 | MW | OH | B7 | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348201 | 702547 | NORTHEAST TEXAS DATA CORPORAT | 10/04/11 | 2,817 00 | MW | OH | | |
| AP00348202 | 155036 | OZARKA NATURAL SPRING WATER | 10/04/11 | 145 87 | MW | OH | | |
| AP00348203 | 705290 | PALMER, MICHAEL | 10/04/11 | 893 75 | MW | OH | B7 | |
| AP00348204 | 704145 | PARK UNIVERSITY ENTERPRISES I | 10/04/11 | 149 00 | MW | OH | | |
| AP00348205 | 711293 | PARKS, TAMRA | 10/04/11 | 759 84 | MW | OH | B7 | |
| AP00348206 | 705676 | PAUL ENGINEERING INC | 10/04/11 | 200 00 | MW | OH | | |
| AP00348207 | 704573 | PEPPERBALL TECHNOLOGIES INC | 10/04/11 | 1,474 00 | MW | OH | | |
| AP00348208 | 705753 | QUINTANILLA, DONNIE | 10/04/11 | 455 00 | MW | OH | B7 | |
| AP00348209 | 055012 | R B EVERETT & CO | 10/04/11 | 1,005 08 | MW | OH | | |
| AP00348210 | 712886 | R W LUCAS CONSTRUCTION LLC | 10/04/11 | 34,201 28 | MW | OH | | |
| AP00348211 | 713818 | RASMUSSEN, WILLIAM R | 10/04/11 | 5 00 | MW | OH | | |
| AP00348212 | 406506 | ROELL, HOLLY C | 10/04/11 | 328 25 | MW | OH | B7 | |
| AP00348213 | 713808 | ROUTE 46 MANAGEMENT ASSOCIATE | 10/04/11 | 358 80 | MW | OH | | |
| AP00348214 | 710577 | RUSSELL, GREG | 10/04/11 | 910 00 | MW | OH | B7 | |
| AP00348215 | 403785 | SAENZ ALVIN N | 10/04/11 | 975 00 | MW | OH | B7 | |
| AP00348216 | 191023 | SANTA FE AUTO PARTS INC | 10/04/11 | 1 353 04 | MW | OH | | |
| AP00348217 | 700001 | SANTA FE SENIOR CITIZENS COUN | 10/04/11 | 500 00 | MW | OH | | |
| AP00348218 | 704614 | SCHNEIDER ELECTRIC BUILDINGS | 10/04/11 | 2,451 00 | MW | OH | | |
| AP00348219 | 711834 | SEARS & BENNETT LLP | 10/04/11 | 1 235 00 | MW | OH | B7 | |
| AP00348220 | 192161 | SHATTUCK, BOB | 10/04/11 | 3,840 00 | MW | OH | B7 | |
| AP00348221 | 713490 | SHERMAN WATKINS PLLC | 10/04/11 | 130 00 | MW | OH | B7 | |
| AP00348222 | 713532 | SMITH, MEGHANN | 10/04/11 | 195 00 | MW | OH | B7 | |
| AP00348223 | 713516 | SMITH STEVEN M | 10/04/11 | 4,050 00 | MW | OH | B7 | |
| AP00348224 | 704289 | SOLUTIONS4SURE COM INC | 10/04/11 | 524 76 | MW | OH | | |
| AP00348225 | 701326 | SOUTHERN COMPUTER WAREHOUSE | 10/04/11 | 858 33 | MW | OH | | |
| AP00348226 | 713129 | SOUTHWEST T & I INC | 10/04/11 | 700 35 | MW | OH | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348227 | 702661 | SPECTRUM CORPORATION | 10/04/11 | 2,815 69 | MW | OH | | |
| AP00348228 | 713176 | SPRINT WASTE SERVICES LP | 10/04/11 | 435 01 | MW | OH | | |
| AP00348229 | 713055 | STARTEX TITLE CO | 10/04/11 | 52 00 | MW | OH | | |
| AP00348230 | 405006 | STATE OF TEXAS | 10/04/11 | 100 00 | MW | OH | | |
| AP00348231 | 712009 | STEFFEY, MICHAEL | 10/04/11 | 6,900 00 | MW | OH | | |
| AP00348232 | 409104 | STEVE'S WAREHOUSE TIRES | 10/04/11 | 28 00 | MW | OH | | |
| AP00348233 | 093039 | STEVEN-SHARON CORPORATION | 10/04/11 | 76 80 | MW | OH | | |
| AP00348234 | 194514 | STEVENS, MARK W | 10/04/11 | 409 50 | MW | OH | B7 | |
| AP00348235 | 713697 | STEWART VACATION OWNERSHIP TI | 10/04/11 | 15 25 | MW | OH | | |
| AP00348236 | 709091 | STICKLER TOMMY JAMES | 10/04/11 | 2,843 75 | MW | OH | B7 | |
| AP00348237 | 711234 | SULLIVAN LAND SERVICES LTD | 10/04/11 | 476 514 19 | MW | OH | | |
| AP00348238 | 405722 | SUN COAST RESOURCES INC | 10/04/11 | 11 354 32 | MW | OH | | |
| AP00348239 | 404978 | TAAO | 10/04/11 | 60 00 | MW | OH | | |
| AP00348240 | 713031 | TARA ENERGY LLC | 10/04/11 | 28 00 | MW | OH | | |
| AP00348241 | 410529 | TAYLOR, ANGELA M | 10/04/11 | 568 75 | MW | OH | B7 | |
| AP00348242 | 711926 | TEGRITY HOMES, LLC | 10/04/11 | 121,879 54 | MW | OH | | |
| AP00348243 | 713827 | TELVENT DTN INC | 10/04/11 | 1,740 00 | MW | OH | | |
| AP00348244 | 406632 | TEXAS COURT REPORTERS ASSOCIA | 10/04/11 | 125 00 | MW | OH | | |
| AP00348245 | 402930 | TEXAS DEPARTMENT OF TRANSPORT | 10/04/11 | 181 95 | MW | OH | | |
| AP00348246 | 409465 | TIBH INDUSTRIES INC | 10/04/11 | 4,500 00 | MW | OH | | |
| AP00348247 | 713816 | TIMESHARE CLOSING SERVICES IN | 10/04/11 | 8 00 | MW | OH | | |
| AP00348248 | 710206 | TMA SYSTEMS LLC | 10/04/11 | 10,314 75 | MW | OH | | |
| AP00348249 | 712967 | TOLDEN, MONICA MONIQUE | 10/04/11 | 1 001 00 | MW | OH | B7 | |
| AP00348250 | 700583 | TORRES, ROBERTO | 10/04/11 | 1 901 25 | MW | OH | B7 | |
| AP00348251 | 710161 | TUBING AND METRICS HYDRAULICS | 10/04/11 | 38 00 | MW | OH | | |
| AP00348252 | 405980 | TURMAN AND ASSOC | 10/04/11 | 940 65 | MW | OH | B7 | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348253 | 409463 | UNITED STATES POSTAL SERVICE | 10/04/11 | 5 000 00 | MW | OH | | |
| AP00348254 | 713817 | UNITED-BILT HOMES INC | 10/04/11 | 10 00 | MW | OH | | |
| AP00348255 | 402812 | UTMB | 10/04/11 | 16,500 09 | MW | OH | | |
| AP00348256 | 402812 | UTMB | 10/04/11 | 800 00 | MW | OH | | |
| AP00348257 | 712225 | VILLA, CLAUDIA R | 10/04/11 | 845 00 | MW | OH | B7 | |
| AP00348258 | 706298 | WALMART | 10/04/11 | 10 00 | MW | OH | | |
| AP00348259 | 231209 | WALMART | 10/04/11 | 2 847 18 | MW | OH | | |
| AP00348260 | 402963 | WASTE MANAGEMENT INC | 10/04/11 | 102 86 | MW | OH | | |
| AP00348261 | 700273 | WELSH MATTHEW SEAN | 10/04/11 | 589 35 | MW | OH | | |
| AP00348262 | 701533 | WEST PUBLISHING CORPORATION | 10/04/11 | 428 70 | MW | Oh | | |
| AP00348263 | 403748 | WESTWARD COMMUNICATIONS | 10/04/11 | 1,950 48 | MW | OH | | |
| AP00348264 | 405396 | WOOTEN, THOMAS J | 10/04/11 | 950 00 | MW | OH | B7 | |
| AP00348265 | 711403 | WRIGHT, ANDREW A | 10/04/11 | 578 94 | MW | OH | B7 | |
| AP00348266 | 242016 | XEROX CORPORATION | 10/04/11 | 69,088 37 | MW | OH | | |
| AP00348267 | 711209 | ZOLL, ERIKA SUSAN | 10/04/11 | 3 406 00 | 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 | 2918,388 43 | Number of Checks Processed | 196 |
| 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  2918,388 43

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| FT00000279 | 404603 | BAKER, STEPHEN W | 10/04/11 | 978 50 | CX | OH | B7 | |
| FT00000280 | 071118 | GALVESTON NEWSPAPERS INC | 10/04/11 | 32 25 | CX | OH | | |
| FT00000281 | 403006 | KEYWORTHS HARDWARE INC | 10/04/11 | 426 00 | CX | OH | | |

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 | 1,436 75 | Number of Checks Processed | 3 |
| S U B  T O T A L | 1 436 75 | | |

| 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 | 2918,388 43 | Number of Checks Processed | 196 |
| Total Hand Written | 0 00 | Number of Checks Processed | 0 |
| Total Reversals | 0 00 | Number of Checks Processed | 0 |
| Total Cancelled | 1 436 75 | Number of Checks Processed | 3 |
| G R A N D  T O T A L | 2919,825 18 | | |

| Check | Payee ID | Payee Name | Date | Check Amount | Type | Subs | Rel To | Note |
|---|---|---|---|---|---|---|---|---|
| AP00348268 | 407782 | CENTERPOINT ENERGY | 10/04/11 | 49 27 | MW | OH | | |
| AP00348269 | 403085 | CITY OF TEXAS CITY | 10/04/11 | 334 15 | MW | OH | | |
| AP00348270 | 071175 | GALVESTON COUNTY WCID #1 | 10/04/11 | 53 67 | MW | OH | | |
| AP00348271 | 071407 | GALVESTON COUNTY WCID #8 | 10/04/11 | 368 50 | MW | OH | | |
| AP00348272 | 711213 | NRG ENERGY INC | 10/04/11 | 247,081 23 | MW | OH | | |
| AP00348273 | 191106 | SAN LEON MUNICIPAL UTILITY DI | 10/04/11 | 328 38 | MW | OH | | |

G R A N D  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 | 248,215 20 | Number of Checks Processed | 6 |
| 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 |
| G R A N D  T O T A L | 248,215 20 | | |

# *Galveston County, Texas*

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

| Invoice Number | Account Info | | Amount |
|---|---|---|---|
| **FUND: 1101 General Fund** | | | |
| **Warrant #: VW 00348268** | **Payee Name: CENTERPOINT ENERGY** | | |
| 47167820 092711 | 1101170100 - 5421300 | Facilities Srvs & Maintenance - Gas | 14 90 |
| 47167838 092711 | 1101170100 - 5421300 | Facilities Srvs & Maintenance - Gas | 34 37 |
| | | **Warrant Total:** | **49.27** |
| **Warrant #: VW 00348269** | **Payee Name: CITY OF TEXAS CITY** | | |
| 2614887883 93011 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 334 15 |
| | | **Warrant Total:** | **334.15** |
| **Warrant #: VW 00348270** | **Payee Name: GALVESTON COUNTY WCID #1** | | |
| 140060019 091911 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 53 67 |
| | | **Warrant Total:** | **53.67** |
| **Warrant #: VW 00348271** | **Payee Name: GALVESTON COUNTY WCID #8** | | |
| 12024000 091411 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 66 04 |
| 217300 091311 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 13 34 |
| 217600 091411 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 289 12 |
| | | **Warrant Total:** | **368.50** |
| **Warrant #: VW 00348272** | **Payee Name: NRG ENERGY INC** | | |
| B/D 092211 | 1101170100 - 5421200 | Facilities Srvs & Maintenance - Electricity | 247,081 23 |
| | | **Warrant Total:** | **247,081.23** |
| **Warrant #: VW 00348273** | **Payee Name: SAN LEON MUNICIPAL UTILITY DIST** | | |
| 1035109002 08311 | 1101170100 - 5421100 | Facilities Srvs & Maintenance - Water | 328 38 |
| | | **Warrant Total:** | **328.38** |
| | | **FUND 1101 TOTAL:** | **248,215.20** |

# *Galveston County, Texas*

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

## Summary of All Funds

| Fund | Amount |
|---|---|
| **Grand Total:** | **0.00** |

# *Galveston County, Texas*

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 10/04/2011

**Approved Order to pay by Commissioners Court this day** October 4 **,2011.**

**Cliff Billingsley, County Auditor**

**Mark A. Henry, Galveston County Judge**

**Patrick Doyle, Galveston County Commissioner, Pct 1**

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

**Stephen D. Holmes, Galveston County Commissioner, Pct 3**

**Kenneth Clark, Galveston County Commissioner, Pct 4**

**ATTEST:**

**Dwight D. Sullivan, County Clerk**

By Brandy Chapman
Brandy Chapman, Deputy

# AGENDA ITEM #1b

**ORDER**

On this the 4th day of October 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 Doyle, Commissioner, Precinct No 1
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 Sept 28th, 2011 and being salary warrant numbers **PY0332727 through PY0332745 and EFT90312346 through EFT90313665.** The gross amount of such warrants are estimated **$2,774,783.71 for Biweekly Payroll #20, 2011.**

UPON MOTION OF COUNTY ~~COMMISSIONER~~ **COUNTY JUDGE HENRY** AND SECONDED

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **4TH** DAY

OF **OCT.**, 2011 with **5** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

Mark Henry, County Judge

ATTEST

Dwight D Sullivan
County Clerk

By: Brandy Chapman Deputy
Brandy Chapman

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

# AGENDA ITEM #1c

# COUNTY OF GALVESTON

MEMORANDUM

September 21, 2011

To Patricia Grady
County Judge's Office

FROM Tony Pompa
Auditor's Office

SUBJECT Commissioners' Court Agenda

Please include the following item to the next Commissioners' Court Agenda

If you should have any question please call me at extension 5327

# ORDER

On this 4th day of October, 2011, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present

Mark Henry, County Judge
Patrick F Doyle, Commissioner, Precinct No 1
Kevin 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 Commissioners' Court approving the payments of the monthly Health Insurance claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 made by Boon Chapman for the month ending July 31, 2011 the gross amount of such payment being $1,516,686 47

UPON MOTION OF THE COUNTY JUDGE HENRY AND SECONDED BY COMMISSIONER O'BRIEN the above order was passed this 4th DAY OF October, 2011 with 5 votes cast in favor thereof and 0 votes cast against

County of Galveston, Texas

Mark Henry, County Judge

ATTEST

Dwight D Sullivan
County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

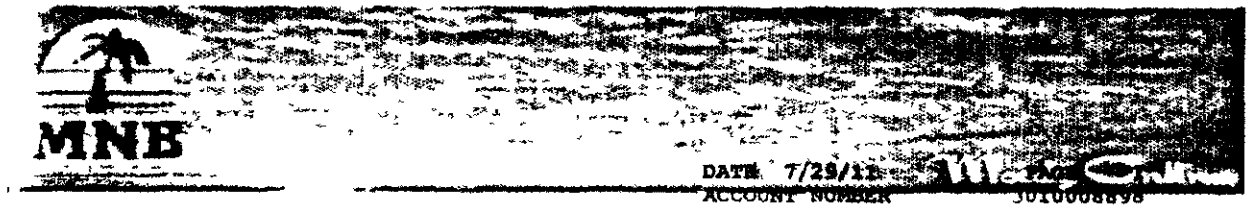
RECOMMENDED

Cliff Billingsley,CPA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - MNB3010008898
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013056)
July 31, 2011

| BALANCES PER THE BANK | | | | |
|---|---|---|---|---|
| | BEGINNING BALANCE | DEPOSITS | WITHDRAWALS | ENDING BALANCE |
| BANK | $174,518 58 | $ 1,385,022.30 | $ 1,516,686 47 | $ 42,854.41 |
| DEPOSITS IN TRANSIT | | | | |
| PRIOR MONTH CLAIMS FUNDING | | - | | - |
| CURRENT MONTH CLAIMS FUNDING | | | | - |
| | | - | | - |
| OUTSTANDING CHECKS | | | | |
| PRIOR MONTH | | | | |
| 28,015 41 | (28,015 41) | | (28,015 41) | - |
| CURRENT MONTH | | | | |
| 28,015 41 | | | 28,015.41 | (28,015 41) |
| ADJUSTMENTS | | | | |
| Duplicate Ck#13710 clrd, ck13598 duplicate | 54 49 | | | 54 49 |
| Amount Error Ck# 13671 clrd1/4/08 as 13674 for 54 49 sb 6 81 | 47 58 | | | 47 58 |
| Ck #28408 cleared 12/8/08 for 7 11 sb 7 34 | (0.23) | | | (0.23) |
| 3/1/10 Ck41715 cleared for 7 81 s/h/bn 47 81 is OS | 47 81 | | | 47.81 |
| 8/20/10 Ck47153 cleared as 47151&ck47153 is in OS list for original amount of $1,100 80 | 1,100 80 | | | 1,100 80 |
| ADJUSTED BALANCES PER BANK | $147,753.62 | $ 1,385,022.30 | $ 1,516,686.47 | $ 16,089.45 |

| BALANCES PER THE BOOKS | | | | |
|---|---|---|---|---|
| | BEGINNING BALANCE | RECEIPTS | DISBURSEMENTS | ENDING BALANCE |
| IFAS | $ 6,039 15 | $ 1,376,176.10 | $ 1,375,637 42 | $ 6,577 83 |
| ADJUSTMENTS | | | | |
| 5/25/11 VPAY DEPOSIT IN ERROR | 286.06 | | | 286 06 |
| 6/30/11 VPAY in Transit | 141,048 45 | | 141,048 45 | - |
| 7/14/11 Funding shortage | | | 0 60 | (0 60) |
| 7/1/11 Funding error - s/h/b for WC | | 5,025 28 | | 5,025.28 |
| 7/8/11 Funding error - s/h/b for WC | | 4,200.88 | | 4,200 88 |
| INTEREST | | | | - |
| April-11 | 124 99 | (124 99) | | - |
| May-11 | 106.37 | (106.37) | | - |
| June-11 | 148.60 | (148.60) | | - |
| ADJUSTED BALANCES PER BOOK | $147,753 62 | $ 1,385,022.30 | $ 1,516,686 47 | $ 16,089 45 |




GALVESTON COUNTY
BOON-CHAPMAN HEALTH
**********
**SEND TO ANNEX BUILDING**
**********

EFFECTIVE JULY 21, 2011, MOODY NATIONAL BANK MAKES THE FIRST $200 OF NON NEXT DAY CHECKS YOU DEPOSIT AVAILABLE ON THE NEXT BUSINESS DAY

***VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM***

| | | | |
|---|---|---|---|
| COMMERCIAL CHEX + NOW CHECKING | | NUMBER OF ENCLOSURES | 7 |
| ACCOUNT NUMBER | 3010008898 | Statement Dates 7/01/11 thru | 7/31/11 |
| PREVIOUS BALANCE | 174,518 58 | DAYS IN THE STMT PERIOD | 31 |
| 9 DEPOSITS/CREDITS | 1,384,863 58 | AVERAGE DAILY BALANCE | 124,587 35 |
| 13 CHECKS/DEBITS | 1,516,686 47 | AVERAGE COLLECTED BAL | 124,587 35 |
| SERVICE CHARGE | 00 | Interest Earned | 158 72 |
| INTEREST PAID | 158.72 | Annual Percentage Yield Earned | 1 51% |
| CURRENT BALANCE | 42,854 41 | 2011 Interest Paid | 867 82 |

| | Total For This Period | Total Year-to-Date |
|---|---|---|
| TOTAL OVERDRAFT FEES | $ 00 | $ 00 |
| TOTAL INSUFFICIENT ITEM FEES | $ 00 | $ 00 |

# AGENDA ITEM #1d

# COUNTY OF GALVESTON

MEMORANDUM

September 21, 2011

To Patricia Grady
County Judge's Office

FROM Tony Pompa
Auditor's Office

SUBJECT: Commissioners' Court Agenda

Please include the following item to the next Commissioners' Court Agenda

If you should have any question please call me at extension 5327

# ORDER

On this the 4th day of October, 2011, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present

Mark Henry, County Judge
Patrick F Doyle, Commissioner, Precinct No 1
Kevin 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 Commissioners' Court approving the payments of the monthly Workers' Compensation claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 made by The Littleton Group for the month ending July 31, 2011 the gross amount of such payment being $54,447.42

UPON MOTION OF THE COUNTY ~~COMMISSIONER~~ JUDGE HENRY AND SECONDED BY COMMISSIONER O'BRIEN the above order was passed this 4TH DAY OF OCTOBER, 2011 with 5 votes cast in favor thereof and 0 votes cast against

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST,

Dwight D Sullivan
County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

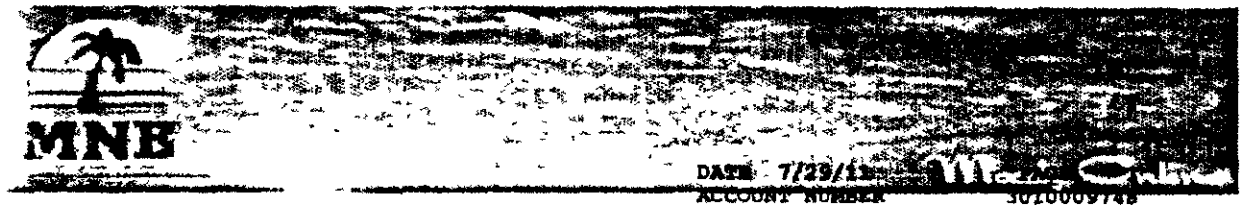
COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
LITTLETON GROUP - MNB # 3010009748
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6124-000000-1013055)
July 31, 2011

**BALANCES PER THE BANK**

| | BEGINNING BALANCE | DEPOSITS | WITHDRAWALS | ENDING BALANCE |
|---|---|---|---|---|
| BANK | $ 11,713 44 | $ 45,608 97 | $ 40,145 89 | $ 17,176 52 |
| DEPOSITS IN TRANSIT | | | | |
| PRIOR MONTH | | - | - | - |
| | | - | | - |
| OUTSTANDING CHECKS | | | | |
| PRIOR MONTH | | | | |
| 22,366.78 | (22,366.78) | | (22,366 78) | - |
| CURRENT MONTH | | | | |
| 28,105.32 | | | 28,105 32 | (28,105 32) |
| Bank Adjustments | | | | |
| 2/15 16/10 Adj for unknwn OS cks, Treas- Littleton Admin ran test ck file - cks unissued & await clearing by Treas | 2,255.68 | | | 2,255 68 |
| 5/17/11 Stop Payment Fee | 30.00 | | | 30 00 |
| 5/27/11 WC Claims Funded in July | 3,567 71 | | 3,567 71 | - |
| 6/2/11 Stop Payment Fee | 30 00 | | | 30 00 |
| 6/30/11 WC Claims Funded in July | 5,025 28 | | 5,025 28 | - |
| 7/7/11 Stop Payment fee | | | (30 00) | 30.00 |
| ADJUSTED BALANCES PER BANK | $ 255 33 | $ 45,608.97 | $ 54,447 42 | $ (8,583.12) |

**BALANCES PER THE BOOKS**

| | BEGINNING BALANCE | RECEIPTS | DISBURSEMENTS | ENDING BALANCE |
|---|---|---|---|---|
| IFAS | $ 160 20 | $ 54,899 84 | $ 54,823 20 | $ 236 84 |
| Book Adjustments | | | | - |
| 6/27/11 ck #113265 Reversed | 30 42 | | | 30 42 |
| 7/1/11 Funding error transferred to BC Hlth | | (5,025 28) | | (5,025 28) |
| 7/8/11 Funding error transferred to BC Hlth | | (4,200 88) | | (4,200 88) |
| 7/27/11 Reversed cks#113372-4 | | | (375 78) | 375 78 |
| Interest | | | | - |
| April-11 | 24 99 | (24 99) | | - |
| May-11 | 23 45 | (23 45) | | - |
| June-11 | 16 27 | (16 27) | | - |
| ADJUSTED BALANCES PER THE BOOKS | $ 255 33 | $ 45,608.97 | $ 54,447 42 | $ (8,583.12) |




GALVESTON COUNTY
LITTLETON GROUP WORKERS COMP
**********
**SEND TO ANNEX BUILDING**
**********

FFECTIVE JULY 21, 2011, MOODY NATIONAL BANK MAKES THE FIRST $200 OF NON NEXT DAY
ECKS YOU DEPOSIT AVAILABLE ON THE NEXT BUSINESS DAY

## BUSINESS ACCOUNTS

***VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM***

| | | | |
|---|---|---|---|
| COMMERCIAL CHEX + NOW CHECKING | | NUMBER OF ENCLOSURES | 107 |
| ACCOUNT NUMBER | 3010009748 | Statement Dates 7/01/11 thru | 7/31/11 |
| PREVIOUS BALANCE | 11,713 44 | DAYS IN THE STMT PERIOD | 31 |
| 12 DEPOSITS/CREDITS | 45,597 04 | AVERAGE DAILY BALANCE | 9,370 67 |
| 108 CHECKS/DEBITS | 40,145 89 | AVERAGE COLLECTED BAL | 9,370 67 |
| SERVICE CHARGE | 00 | Interest Earned | 11 93 |
| INTEREST PAID | 11.93 | Annual Percentage Yield Earned | 1 51% |
| CURRENT BALANCE | 17,176 52 | 2011 Interest Paid | 148 71 |

| | Total For This Period | Total Year-to-Date |
|---|---|---|
| TOTAL OVERDRAFT FEES | $ 00 | $ 00 |
| TOTAL INSUFFICIENT ITEM FEES | $ 00 | $ 00 |

# AGENDA ITEM #2

# Summary of Bi-Weekly Personnel Movements

Pay Period 19 September 1-14, 2011

| Department | Positions Budgeted | Current Appointments FT | HT | PT | HR | Res | Total | Current Movements Promo | Reclass | Reassign | Trans | Sal Adj | Demote | Total | Current Separations Vol | Invol | Retire | Death | Other | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| General Government | 1 50 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Facilities | 19 0 | 1 | | | | | 1 | | | | | | | 0 | | | | | | 0 |
| Professional Services | 6 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Road District #1 | 5 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Judge | 3 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Commissioners | 8 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Tax Office | 51 0 | 2 | | | | | 2 | | | | | | | 0 | | | | | | 0 |
| County Auditor | 33 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Clerk | 43 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Clerk Records Mgmt | 11 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Clerk Elections | 6 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Purchasing Agent | 8 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Treasurer | 7 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Veterans Service | 2 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Human Resources | 5 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Legal | 6 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Justice Administration | 9 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| District Courts | 19 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Courts | 11 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Probate Court | 6 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Justice Courts | 42 5 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| District Clerk | 50 5 | | | | | | 0 | | | | | | | 0 | 1 | | | | | 1 |
| District Attorney/Jury & Trial | 72 5 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Pre-Trial Release | 8 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Sheriff | 429 0 | | | | | | 0 | | | 1 | | | | 1 | 2 | 2 | | | | 4 |
| Constables | 39 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Social Services | 14 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Child Welfare | 1 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Senior Services | 10 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Emergency Management | 7 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Extension Services | 9 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Engineer | 7 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Building Inspector | 2 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Community Services | 4 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Information Technology | 51 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Parks | 40 5 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Beach Parks | 1 5 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Museum | 2 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Road & Bridge/Drainage/Beach | 73 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Health District | 11 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Law Library | 1 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| County Records Management | 1 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Juvenile Probation | 68 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Courthouse Security | 4 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Mosquito Control | 13 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Right of Way | 1 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Seawall Maintenance | 6 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Housing & Economic Dev | 4 0 | | | | | | 0 | | | | | | | 0 | | | | | | 0 |
| Grand Total | 1232 0 | 3 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 3 | 2 | 0 | 0 | 0 | 5 |
| | | | | | | | | | | | | | | | | | | | | |
| Job Applications Received | 57 | | | | | | | | | | | | | | | | | | | |

Revised 03/11

# AGENDA ITEM #3

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

SUSAN COMBS

RECEIVED
SEP 29 2011
GALVESTON COUNTY JUDGE

September 12, 2011

The Honorable Mark Henry
County Judge
Galveston County
P O Box 1418
Galveston, Texas 77553

Dear Judge Henry:

I am pleased to inform you that Galveston County has earned a 2011 Gold Leadership Circle Award. Your application scored 17 points of 20 possible on our ratings criteria to earn this award.

Your listing on our "Texas Transparency" website now displays the Gold seal to indicate that you have received this award Enclosed is your copy of a Leadership Circle Award Certificate. You will also receive a digital seal that you may post on your website

Congratulations on your success in moving forward on financial transparency and joining our Leadership Circle

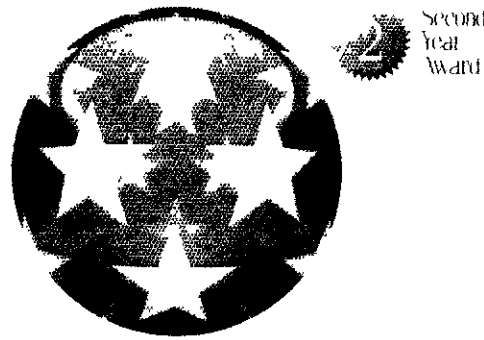
Sincerely,

Susan Combs

Susan Combs

Enclosure

• P O Box 13528 • Austin TX 78711-3528 • 512-463 4000 • Toll free 1-800 531-5441 • Fax 512-463 4965




# Texas Comptroller Leadership Circle Gold Member

awarded to

# Galveston County

For setting the bar for financial transparency and opening your books to the public

The Texas Comptroller's Leadership Circle program recognizes local governments across Texas that are striving to meet a high financial transparency online By providing citizens with a clear, consistent picture of spending and sharing information in a user-friendly format, you are setting a strong example for other governmental entities to follow

August 29, 2011

Susan Combs

# AGENDA ITEM #4

# GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West Suite 101 • Dickinson, TX 77539
(409) 935-3911 • FAX (281) 534-8437

Serving Galveston County and the Cities of
Bayou Vista, Clear Lake Shores, Dickinson, Galveston, Hitchcock, Jamaica Beach, Kemah, La Marque, Santa Fe, Texas City, Tiki Island



RECEIVED
SEP 23 2011
GALVESTON COUNTY JUDGE


September 23, 2011

Judge Mark Henry
Galveston County Commissioners Court
722 Moody, 2nd Floor
Galveston, TX 77550

Dear Judge Henry,

Enclosed you will find a copy of the proposed FY 2012 budget for the Galveston County Emergency Communication District This budget is for the operation of the Enhanced 9-1-1 system as well as the Regional Trunked Radio System This budget was approved at the Board meeting held September 20, 2011 The enclosed copy is for your records

In accordance with state law, the budget process for the District is to allow for a ministerial review by the participating jurisdictions governing bodies with comments provided before final adoption by the District We are soliciting input before final adoption The jurisdictions are requested to provide comments in writing to the District office so the Board can review them before considering adoption of the budget. This process will make it unnecessary for Cities to take action to approve the budget

We encourage your jurisdiction's input. As always, the District endeavors to provide emergency communications deserving of the occupants of Galveston County

Respectfully,

Bobby Wright
Executive Director

BW/bk

Enclosure Copy of Proposed FY 2012 Budget

# Galveston County Emergency Communication District

# 2012 Proposed Annual Budget

# Board of Managers

### Voting Members

**C. T. "Tommy" Anderson, Board Chair, 25 years**
Galveston County Firefighters Association

**Louis Decker, Vice Chair, 8 years**
Galveston County Mayors and Councilmembers Association

**Carlos Garza, 7 years**
Galveston County Commissioners Court

**J. L. Campbell, 1 year**
Galveston County Commissioners Court

**Charlie Everts, 1 year**
Galveston County Mayors and Councilmembers Association

### Non-Voting Member

**Bobby DeSanto**
Non-Voting Position Appointed by Southwestern Bell Telephone

# Staff

| | | |
|---|---|---|
| **Bobby C. Wright, ENP** | Executive Director | 22 years |
| **Jack R. Wilkins, ENP** | Deputy Director | 15 years |
| **David S. Brinkley** | Operations Technician | 12 years |
| **Shiela K. Hunt** | Administrative Manager | 11 years |
| **Brenda Kenworthy** | Administrative Assistant | 5 years |
| **Tim Campbell** | Data Comm Specialist | 1 year |

# Professional Support

| | |
|---|---|
| **Ronald F. Plackemeier** | Attorney |
| **Null Lairson** | Accountants |
| **Dickey, Rush, Duncan, Ansell & Co., P.C.** | Auditor |
| **W. Shayne Woodard** | Public Affairs Representative<br>Cooperative agreement with the Texas 9-1-1 Alliance |
| **Vinson & Elkins, LLP** | Regulatory Attorney<br>Cooperative agreement with the Texas 9-1-1 Alliance |

The Districts Fiscal Year is from January 1 to December 31.

# Mission Statement

***THE GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT IS A WORLD CLASS PROVIDER OF ENHANCED 9-1-1 SERVICE DEDICATED TO PROVIDING AND IMPROVING A RELIABLE EMERGENCY COMMUNICATION NETWORK TO THE CITIZENS OF GALVESTON COUNTY LINKING THE PERSON(S) IN NEED TO THE RESPONDER(S) PROVIDING ASSISTANCE.***

***THE DISTRICT PROVIDES STATE OF THE ART EMERGENCY SERVICE RADIO COMMUNICATIONS, ENHANCED 9-1-1 TELECOMMUNICATION SERVICE, DATA BASE MAINTENANCE, CALL-TAKER EDUCATION, PUBLIC EDUCATION, AND IS DEDICATED TO MAINTAINING AN EDUCATED STAFF IN ORDER TO KEEP PACE WITH THE FAST PACED TECHNICAL ADVANCEMENTS WHICH BRING ABOUT CONTINUED CHANGES TO THE SERVICE***

# Vision Statement

***THE GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT BOARD, STAFF AND SUPPORTING JURISDICTIONS AND AGENCIES ARE THE PATHWAY TO THE FUTURE OF EMERGENCY COMMUNICATIONS FOR GALVESTON COUNTY AND ARE COMMITTED TO MAINTAINING GALVESTON COUNTY IN THE FOREFRONT OF THE FIELD OF EMERGENCY COMMUNICATIONS.***

***THIS VISION IS ACCOMPLISHED THROUGH:***

***PARTNERSHIPS WITH VALUED ASSOCIATES;***

***A PROCESS OF CONTINUED IMPROVEMENTS;***

***A COMMITMENT TO QUALITY; AND***

***A COMMITMENT TO RELIABLE EMERGENCY COMMUNICATIONS.***

# Galveston County Emergency Communication District

The Galveston County Emergency Communication District is a special district established under State Law and authorized by the voters of Galveston County in 1987 The District's primary purpose is to establish and maintain Enhanced 9-1-1 service for the participating jurisdictions of Galveston County An appointed Board of Managers consisting of five voting members and one advisory member, governs the District The District administrative offices are located at 1353 FM 646 Rd W Suite 101, Dickinson, Texas

In addition to Emergency 9-1-1 service, the District also owns, maintains and manages a Regional Trunked Radio System (RTRS) serving emergency and public works services of the participating jurisdictions The radio system has been in service since August of 1999 Over 4,700 radios have been programmed and are active on the RTRS The District integrated with the Harris County Regional Radio System in 2006

The E9-1-1 equipment at the PSAPs was replaced in 2006 The new equipment is the newest technology available and has positioned Galveston County for the Next Generation 9-1-1 The Galveston County Central Appraisal District is providing the District a valuable service as they continue to update the E9-1-1 electronic map Wireless E9-1-1 continues to be a large issue the District deals with everyday Phase One and Phase Two have been implemented We are now capable of receiving the callback number on cellular 9-1-1 calls due to Phase One We can obtain a location of the cellular caller on most of cellular 9-1-1 calls due to Phase Two Currently the percentage of 9-1-1 calls received from cellular phones is over 70%

The District continues to work daily to successfully bring reliable state-of-the-art emergency telecommunications and radio communications to Galveston County

This documentation is provided to present a general overview of the operations of the Galveston County Emergency Communication District The information is provided to allow the participating jurisdictions the opportunity to provide feedback to the Board of Managers before adoption of the final budget The Board of Managers will adopt the final budget in December after comments are received from the participating jurisdictions

Written comments can be forwarded to the Board prior to final consideration of the proposed budget No action is necessary to indicate approval of the budget

# Income

The District receives income from a limited number of sources

**RTRS Subscriber Fees**

A User Fee is based on a radio unit count for users with interlocal agreements for operation on the Regional Trunked Radio System This budgeted amount is based on approximately 4,700 radios expected to be on the system in the year 2012 at a monthly rate of $7 50 for participating Governmental radios and $10 00 for Non-Governmental radios and $9 00 for non-participating Government ***This proposed budget reflects a change in the rate of $2.00 per radio.***

**9-1-1 Fees:**

Wireline Fees

Local telephone companies operating in the Districts service area collect revenues The fees are based on 3 00% of the adjusted base rate of the major service provider, ATT The incumbent telephone companies are ATT, Verizon and Cameron The fee schedule is as follows

$0 62 per month on residential service

$1 44 per month on business service

$2 10 per month on trunks

Also included is revenue collected from Competitive Local Exchange Carriers ( CLEC's) that operate in the Districts service area These phone companies charge the same rate as the three Incumbent Telephone Companies There are approximately 30 CLEC's operating within Galveston County This proposed budget does not reflect a change in the rates VOIP providers have begun to offer service to consumers in our service area The fee is based on 3% of the adjusted base rate of the major service provider, ATT, if the VOIP provider can determine if their customers are business or residential If they cannot differentiate, they should pay the $ 50 VOIP Nomadic fee

Wireless Fees

The District receives monies passed through from the State of Texas for wireless phone service The wireless carriers collect $0 50 per phone, per month The wireless per unit rate is set by the Texas Legislature This money is sent to the State and divided among the 9-1-1 Districts, Council of Governments and Home Rule Cities according to population totals ***This proposed budget does not reflect a change in the rate (Set by Legislature).***

Private Switch

The District currently has one private switch agreement This agreement is with the Texas A&M campus on Pelican Island

**Interest Income:**

Interest Income - Operating

This is an estimate of the income derived from interest on the funds on deposit in our Demand Deposit Account and any TexPool funds

Interest Income - Certificates

This is an estimate of the income derived from interest on the funds held in Certificates of Deposits

# Expenses

**9-1-1 Network /Database Services**

The three Incumbent Local Exchange Carriers, ATT, Verizon and Cameron phone companies, as well as Time Warner cable, charge the District for the network and database management Currently, the District uses ATT for database services

**Wireless 9-1-1**

The District currently receives Phase I & II data from all wireless carriers in Galveston County Phase I provides Automatic Number Identification (ANI) for wireless phones Phase II provides the location of the caller

**Private Switch**

This is the cost related to the maintaining of the private switch at Texas A & M This is an incumbent telephone company charge

**PSAP Maintenance**

There are costs associated with the eight Dispatch Centers within our service area that fall within the Districts budget This may include the moving of the 9-1-1 equipment in a scheduled or an unscheduled event This category does cover events at the PSAP that the District has no control over, such as remodels or moves to new facilities. This also covers the maintenance and spare parts to the 4 9 Mhz wireless network that we use as a back up to the Comcast network This wireless network will carry 9-1-1 traffic in the event of a failure in the Comcast network

**CPE Equipment Maintenance**

This is for the Maintenance agreement with ATT covering the equipment installed at each of the PSAP's This includes the equipment that is used to answer 9-1-1 calls as well as the network and routers Also included is the software maintenance for Cassidian, Avaya and Geocomm for the dispatch positions

**Personnel Expenses**

This includes direct costs associated with six District full-time employees These costs include salary, health insurance, disability insurance, payroll taxes, employer contributions to the TCDRS and deferred compensation programs as well as the cost of living adjustment and the merit pool Calculations are based on the application of the salary plan as approved by the Board, with a cost of living increase of 0 00%

# Expenses Continued

**Office Supplies and Equipment**
General expendable supplies used for daily operation of the District office are expensed from this category This also includes new furniture and equipment as well as regular maintenance of the equipment, including such items as the copy machine, computers and other office equipment This also includes software used in the District office

**Postage**
Mailing costs for all correspondence

**Office Space**
The agreement with the County of Galveston for office facilities located at 1353 FM 646 Rd W, Suite 101, Dickinson, Texas The monthly amount is based on the estimated utility expenses for our portion of the building

**RTRS Utilities**
This covers electricity to run the tower sites as well as the telephone communication circuits between the sites and the control equipment This also covers the propane that is needed for the RTRS generators

**Board Development**
The District budgets for each voting Board member to attend one national conference

**Staff Development**
The District budgets for staff members to attend primarily national conferences and special purpose national training sessions

**Seminar Registration – Board**
This covers the registration fees for national conferences for Board members

**Seminar Registration – Staff**
This covers the registration fees for primarily national conferences and special purpose national training sessions for Staff members

**Regional/State Business Meeting**
Regional meetings are typically HGAC, LOG (Galveston, Harris and Montgomery Counties), Texas Chapter National Emergency Number Association and Texas APCO State meetings are primarily State 9-1-1 Commission, PUC, the Texas 9-1-1 Alliance and Legislative

# Expenses Continued

**Insurance**

The District has insurance coverage for fire, windstorm, flood, theft, general liabilities, auto, employment practices and workers compensation as well as coverage on over two million dollars of equipment including liability coverage at the tower sites

**Professional Memberships and Services**

Some of the District employees are members of National Emergency Number Association (NENA), Association of Public Safety Communications Officials (APCO), and Motorola Trunked User Group (MTUG) Monthly accounting services, an annual audit, monthly legal representation and participation in the Texas 9-1-1 Alliance are all included in professional services

**Public Information and Education and Dispatcher Recognition**

This is primarily for promotional items that are purchased and then furnished to the public education units of Police, Fire and EMS services for their programs In addition, the District hosts an annual appreciation event for the Galveston County dispatchers/telecommunicators in September of each year

**Communications**

This includes the Administrative office telephone cost and internet access This also includes wireless communications as well as a VOIP phone and satellite phone for emergencies

**Training Library and Seminars for Dispatchers**

The District pays for PSAP employees to attend various seminars per year These seminars are normally prepared and delivered by the Greater Harris County 9-1-1 Additionally, the District maintains a limited lending library for training PSAP staff

**Vehicle Allowance and Mileage Reimbursement**

The District owns one vehicle District employees are asked to use personal automobiles for District business when the District owned vehicle is in use. Mileage reimbursement is based on the IRS mileage rate This also covers fuel and maintenance on the District owned vehicle

# Expenses Continued

**RTRS Facilities and Equipment Maintenance**

This covers the maintenance needed to keep the tower sites operational Each RTRS tower site has a generator The District contracts for generator service & inspections Each RTRS tower site also has a UPS system that is covered under a maintenance agreement We have a maintenance agreement with Harris County that covers the majority of the infrastructure at the tower sites RTRS transmission lines and antennas are not covered by maintenance contracts

**RTRS and Operational Contingency**

Every effort is made to accurately reflect our expenses in the current budget, however this account will cover any non-budgeted expense items If the budgeted amount is not used, it will be contributed to the reserve fund.

**Tower Rent / RTRS**

The District currently leases two towers with shelter space These towers run the Regional Trunked Radio System

**Capital Additions**

First, we anticipate replacing our 9-1-1 CPE equipment for an amount of approximately $1,000,000

Second, we will be adding an additional six channels to each P25 site (Texas City, Galveston and Alvin) at a cost of approximately $800,000

Third, we will add site connectivity to two of the P25 sites (Galveston to Texas City and Texas City to the EOC) at a cost of $30,000 each for a total of $60,000.

Fourth, we will upgrade the Geocomm mapping product at a cost of $130,000 00

The funding for these projects will be from Reserve Funds

# Transfer to Reserve

**Transfer to Reserve**
This amount is transferred to the reserve account in order to build reserves for catastrophic evernts, future expansion, upgrades, replacement for the E9-1-1 system and the RTRS equipment as authorized by the Board Use of the reserve funds is limited to items specifically authorized by the Board

# Fee Schedule

| | | |
|---|---|---|
| For each wireless phone (cell phones)<br>(as set by State Legislature) | $ 50 | per month |
| For each residential wireline phone<br>(based on 3% of the adjusted base rate of the major service provider, ATT) | $ 62 | per month |
| For each business wireline | $ 1 44 | per month |
| For each wireline trunk | $ 2 10 | per month |
| For each Nomadic VOIP access number | $ 50 | per month |
| For each Non-Nomadic VOIP access number | $ 62 | per month |
| For each participating Governmental radio on the RTRS system | $ 7 50 | per month |
| For each Non-Governmental radio on the RTRS system | $ 10 00 | per month |
| For each Non-Participating Galveston County Municipal Radio on the RTRS system | $ 9 00 | per month |

# Income

| | 2012 Budget | 2011 Budget |
|---|---|---|
| RTRS Subscriber Fees | $ 431,000 00 | $ 305,000 00 |
| 9-1-1 Fees | $ 1,588,000 00 | $ 1,511,964 00 |
| Misc Revenue | $ 300 00 | $ 300 00 |
| Interest Income | $ 25,950 00 | $ 49,350 00 |
| Total Cash Receipts | $ 2,045,250 00 | $ 1,866,614 00 |

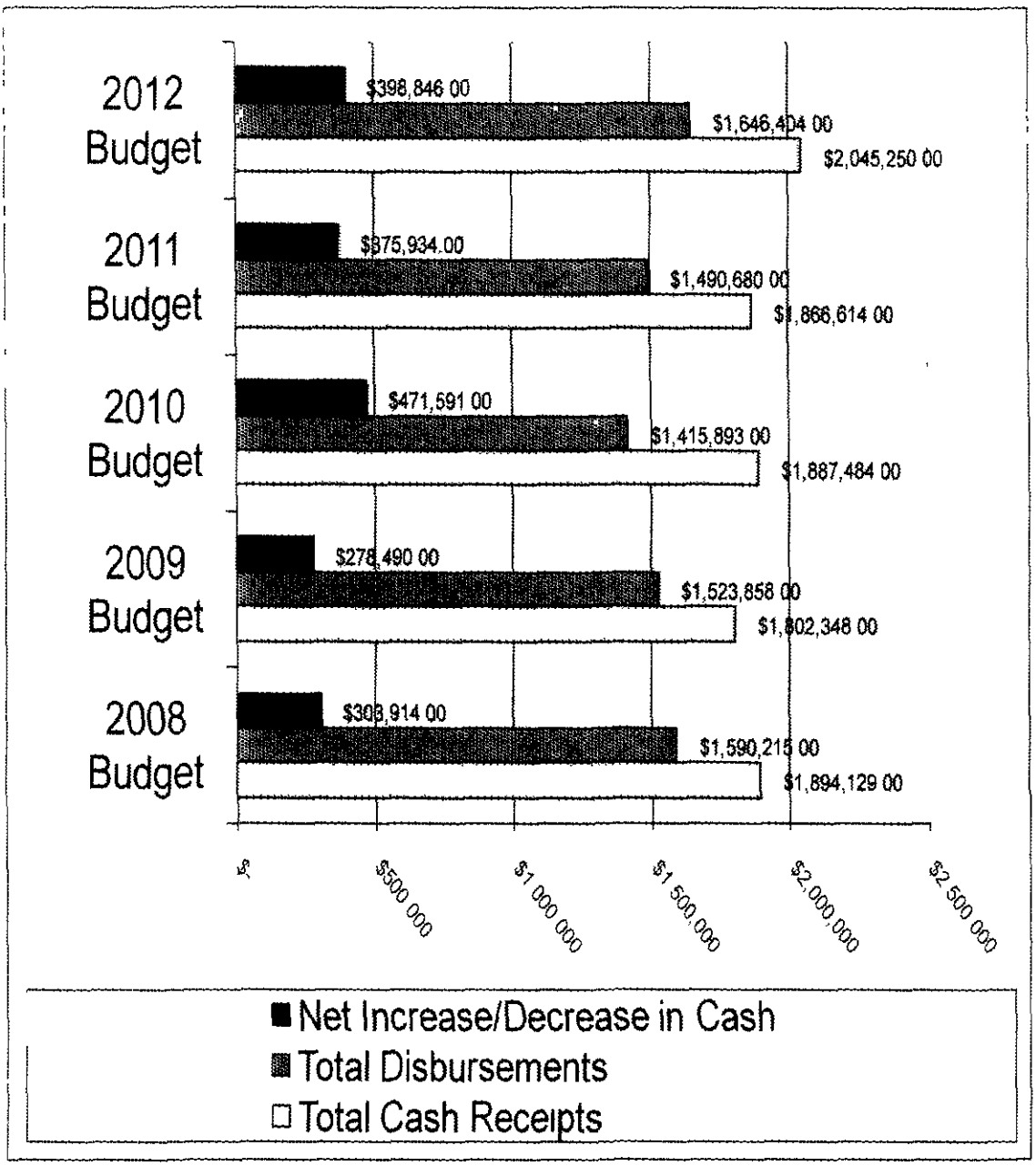
# Expenses

| | 2012 Budget | 2011 Budget |
|---|---|---|
| 9-1-1 Network/Database Services | $ 193,850 00 | $ 190,000 00 |
| Wireless 9-1-1 | $ 43,500 00 | $ 43,500 00 |
| Private Switch | $ 780 00 | $ 780 00 |
| PSAP Maintenance | $ 69,958 00 | $ 62,000 00 |
| 9-1-1 Equipment Maintenance Contracts | $ 173,700 00 | $ 95,000 00 |
| Personnel Expenses | $ 704,520 00 | $ 663,965 00 |
| Office Supplies & Equipment | $ 18,000 00 | $ 18,000 00 |
| Postage | $ 1,500 00 | $ 1,500 00 |
| Office Space | $ 21,120 00 | $ 21,120 00 |
| RTRS Utilities | $ 35,000 00 | $ 35,000 00 |
| Board Development | $ 12,500 00 | $ 15,000 00 |
| Staff Development | $ 19,600 00 | $ 21,000 00 |
| Seminar Registration-Board | $ 2,500 00 | $ 2,500 00 |
| Seminar Registration-Staff | $ 5,327 00 | $ 5,115 00 |
| Regional/State Business Meeting | $ 22,800 00 | $ 17,800 00 |
| Insurance | $ 54,942 00 | $ 40,000 00 |
| Professional Memberships & Services | $ 38,000 00 | $ 38,000 00 |
| Pub Info & Ed and Dispatcher Recog | $ 15,000 00 | $ 15,000 00 |
| Communications | $ 14,680 00 | $ 13,700 00 |
| Training Library & Seminars for Dispatcher | $ 1,000 00 | $ 1,000 00 |
| Vehicle Allowance & Maintenance | $ 26,260 00 | $ 25,700 00 |
| RTRS Facilities & Equip Maintenance | $ 111,867 00 | $ 105,000 00 |
| RTRS & Operational Contingency | $ 20,000 00 | $ 20,000 00 |
| Tower Rent / RTRS | $ 40,000 00 | $ 40,000 00 |
| Total Disbursements | $ 1,646,404 00 | $ 1,490,680 00 |

# Transfer to Reserve

| | 2012 Budget | 2011 Budget |
|---|---|---|
| Net Increase/Decrease in Cash | $ 398,846 00 | $ 375,934 00 |

# Budget Comparison



# AGENDA ITEM #5

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P O. BOX 1229
GALVESTON TX 77553-1229

September 23, 2011

REPLY TO
ATTENTION OF:

Evaluation Section

SUBJECT Department of the Army Permit No SWG-2007-00391, Extension of Time

John Lee
Galveston County Engineers Office
722 Moody Avenue, Suite 316
Galveston, Texas 77550-2317

Dear Mr Lee

Your request, dated March 31, 2011, to amend Permit No SWG-2007-00391 for an extension of time is approved pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act The permit site is located adjacent to the Gulf of Mexico, on the beach on the Bolivar Peninsula, in Galveston County, Texas

Department of the Army (DA) Permit 21755, was issued January 10, 2000 This permit authorized hydraulic dredging up to 300,000 cubic yards of sand from Rollover Bay to fill geo-tubes and nourish public beaches in the stated project area Amendment (01), issued September 25, 2001, authorized an additional upland sand source, Kahla's Sand Pit Amendment (02), issued on May 14, 2004, authorized an additional 155 acres of beach to be nourished This amendment also added eight special conditions regarding Kemp's ridley sea turtle nesting season work restrictions Special Condition No 2 specifically stated that "No beach nourishment activities or any other work will be conducted during the Kemp's ridley sea turtle nesting period, from March 15 to September 30 " Amendment (03), issued May 21, 2004, authorized work to be conducted specifically during the 2004 Kemp's ridley sea turtle nesting season This amendment added additional sea turtle special conditions and specific sea turtle monitoring protocols to be followed during this time frame Amendment (04), requesting the use of an additional sand borrow source, was withdrawn January 19, 2005 Amendment (05), issued on February 15, 2005, added an additional upland sand borrow source to the project Amendment (06), issued on June 30, 2006, extended the time to conduct beach nourishment and geo-textile work, and authorized the enlargement of an existing upland sand borrow source area Amendment (07) was renumbered as SWG-2007-00391 and issued on April 20, 2007, amending the existing permit and authorized repair and maintenance including sand encasement on damaged areas of existing geo-textile tubes during the 2007 Kemp's ridley sea turtle nesting season

All work is to be performed in accordance with the enclosed plans in 16 sheets, Attachment "A" in 2 sheets, and the original permit conditions, which remain in full force and effect, with the exception of the time limit for completion This authorization expires on December 31, 2016 The following special conditions have been retained as part of this authorization

1 The permittee understands and agrees that if future operations by the United States require the removal, relocation or other alteration of the structure or work herein authorized or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, upon due notice from the Corps of Engineers (CE), the permittee will be required to remove, relocate or alter the structural work or obstructions caused thereby without expense to the United States No claim shall be made against the United States on account of any such removal or alteration

2 No work will be conducted during the Kemp's ridley sea turtle nesting period from March 15 to September 30 Requests for deviations to this time frame must be submitted to the CE and United States Fish and Wildlife Service to be evaluated and approved on a case-by-case basis If work is authorized to be conducted within Kemp's ridley nesting season, work must proceed in accordance with protocols listed in Attachment A titled "Endangered Species Avoidance and Minimization Measures"

3. Material placed on the beach will be beach quality sand in that it is consistent in grain size, color, and composition with the existing beach sand and free from hazardous contaminants

4 New upland sand borrow sites must be coordinated with, and approved by, the CE prior to their use during beach renourishment and geotextile tube maintenance activities Material to be excavated from each new site must first be tested and shown to be beach quality sand consistent in grain size, color, and composition with the existing beach sand and free from hazardous contaminants Borrow sites are not authorized in adjacent wetland areas

5 After a renourishment project is complete, all mud or wind tidal flats and/or project sites seaward of the mean high tide line will be restored to preconstruction slope or contours and all ruts will be leveled within seven days once work has been completed

6 The permittee must notify the CE immediately if piping plovers or sea turtles occur in the immediate vicinity of the dredging and beachfront activities and if these activities harm or injure any of these turtles or birds in the area

Please notify the District Commander, in writing, upon completion of the authorized work

FOR THE DISTRICT COMMANDER

Kristi N McMillan
Leader Central Evaluation Unit

Enclosures

Copies Furnished:

Eighth Coast Guard District, New Orleans, LA

NOAA/NOS, Coast & Geodetic Survey, Silver Spring, MD

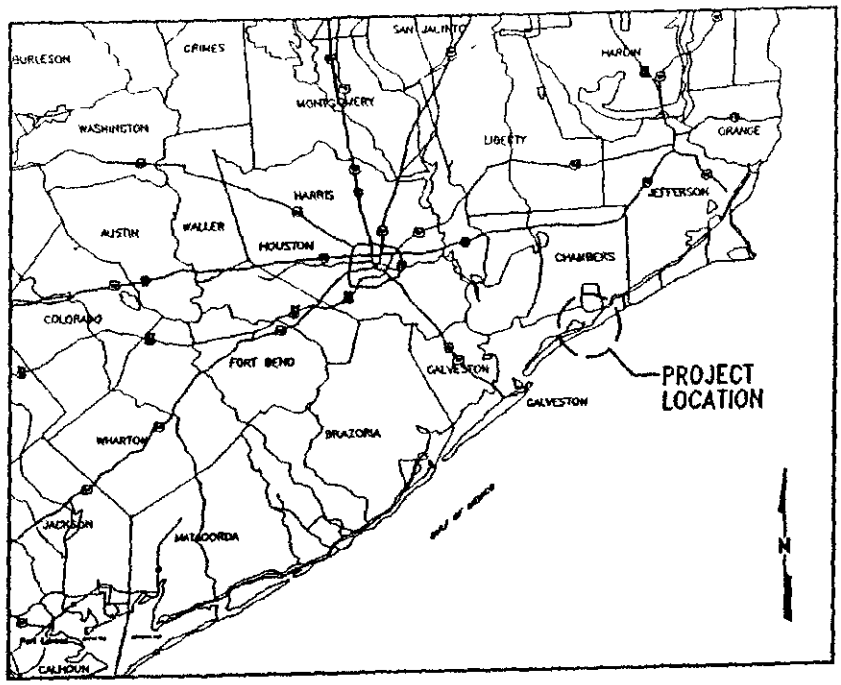
U S Fish and Wildlife Service, Houston, TX

Texas General Land Office, Austin, TX

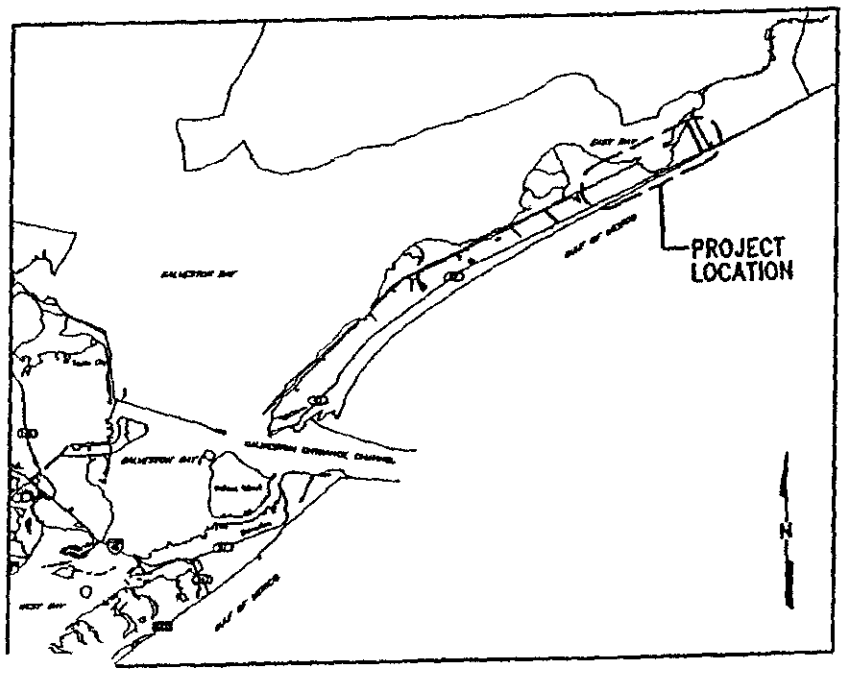
Texas General Land Office, La Porte, TX

Houston/Galveston Resident Office, Galveston, TX

SWG-2007-391




## VICINITY MAP




## LOCATION MAP

COUNTY OF GALVESTON
JANUARY 26, 2005
ERMIT 21755 – RENOURISHMENT PROJECT
VICINTY MAP
Sheet 1 of 16

**PERMITTED PLANS**

| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | SHINER MOSELEY AND ASSOCIATES, INC ENGINEERS & CONSULTANTS |
| APPLICANT: COUNTY OF GALVESTON | 555 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78478 |
| DATE: JUNE 2003 (REV 2 – SEPT 2004) | SMA Job No. 20093 06 |

2003-06-1 dwg 08/19/2003 01:09:12 PM CDT

J:\SMACAD\Projects\2003

SWG-2007-391




NOTES:

1. DREDGING ACTIVITIES WILL NOT INCREASE SHOALING IN GIWW OR ASSOCIATED MAINTENANCE DREDGING REQUIREMENTS.
2. DREDGING ACTIVITIES WILL NOT BLOCK TRAFFIC IN GIWW
3. 300' CLEARANCE WILL BE MAINTAINED BETWEEN BORROW SOURCE AREA AND EXISTING EMERGENT ISLANDS AND SOUTHERN SHORELINE
5. MLT = ± -0.5' NAVD '88

COUNTY OF GALVESTON
JANUARY 26, 2005
PERMIT 21755 AND 21755 (01)
RENOURISHMENT AREA DETAIL
Sheet 2 of 16

**PERMITTED PLANS**

ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

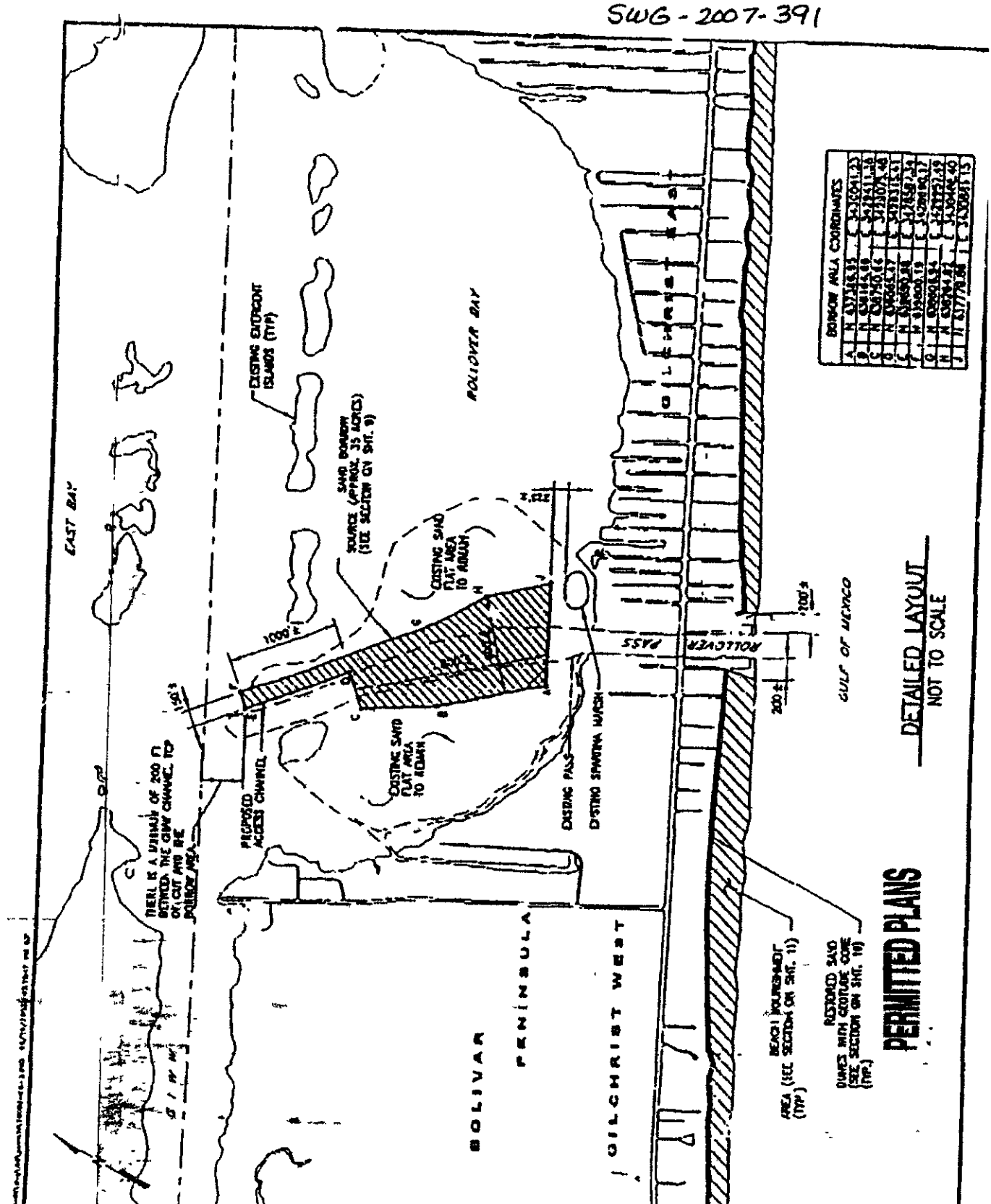
APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003 (REV 2 – SEPT 2004)

SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS
555 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78478

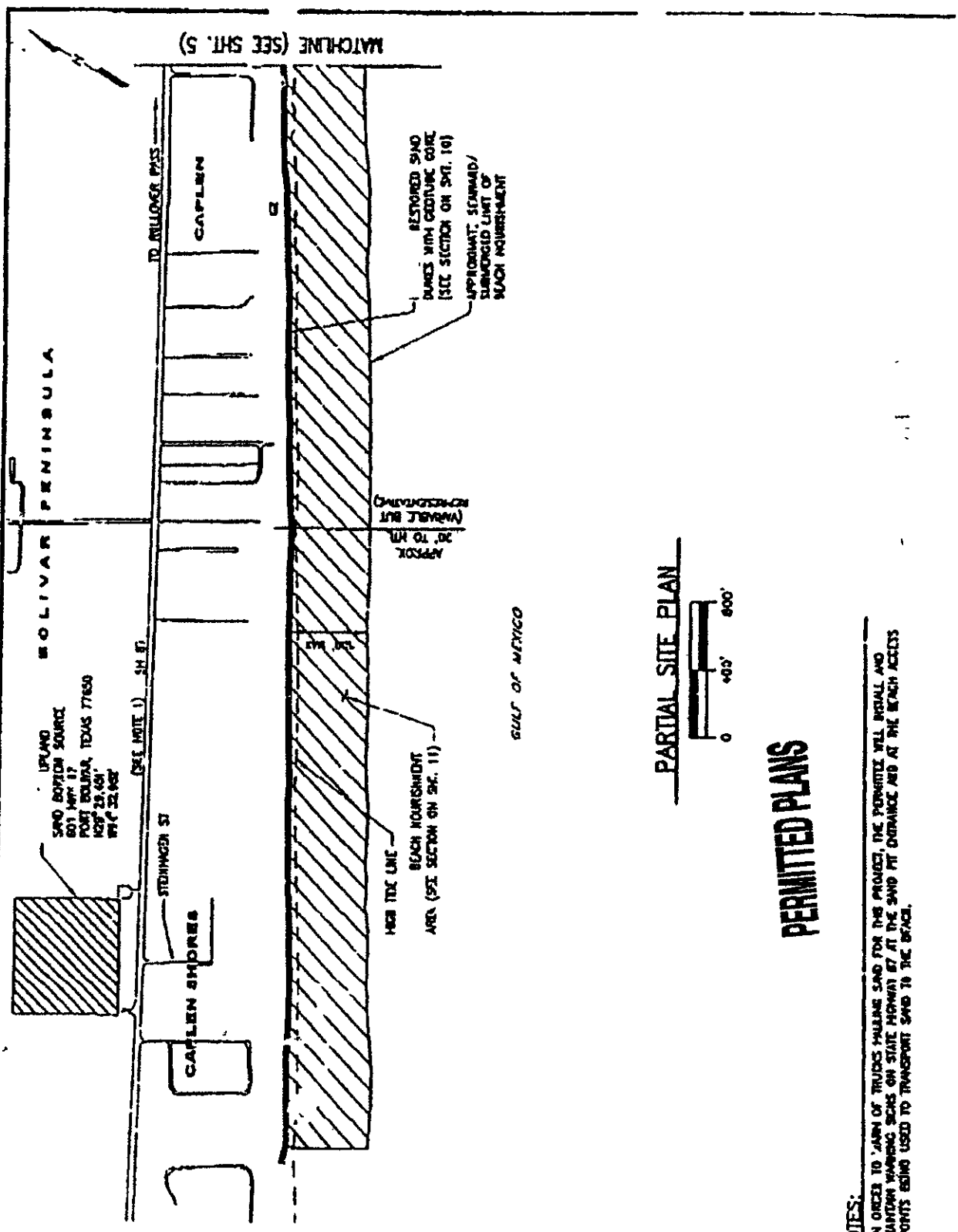
SMA Job No. 20093.06 SHEET 2 of 11

SWG-2007-391




| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | SHINER MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS |
| APPLICANT: COUNTY OF GALVESTON | 555 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78478 |
| DATE: JUNE 2003 (REV. 1 - 07/14/03) | SMA Job No: 20093.06 |

SWG-2007-391




PARTIAL SITE PLAN

0 400' 800'

# PERMITTED PLANS

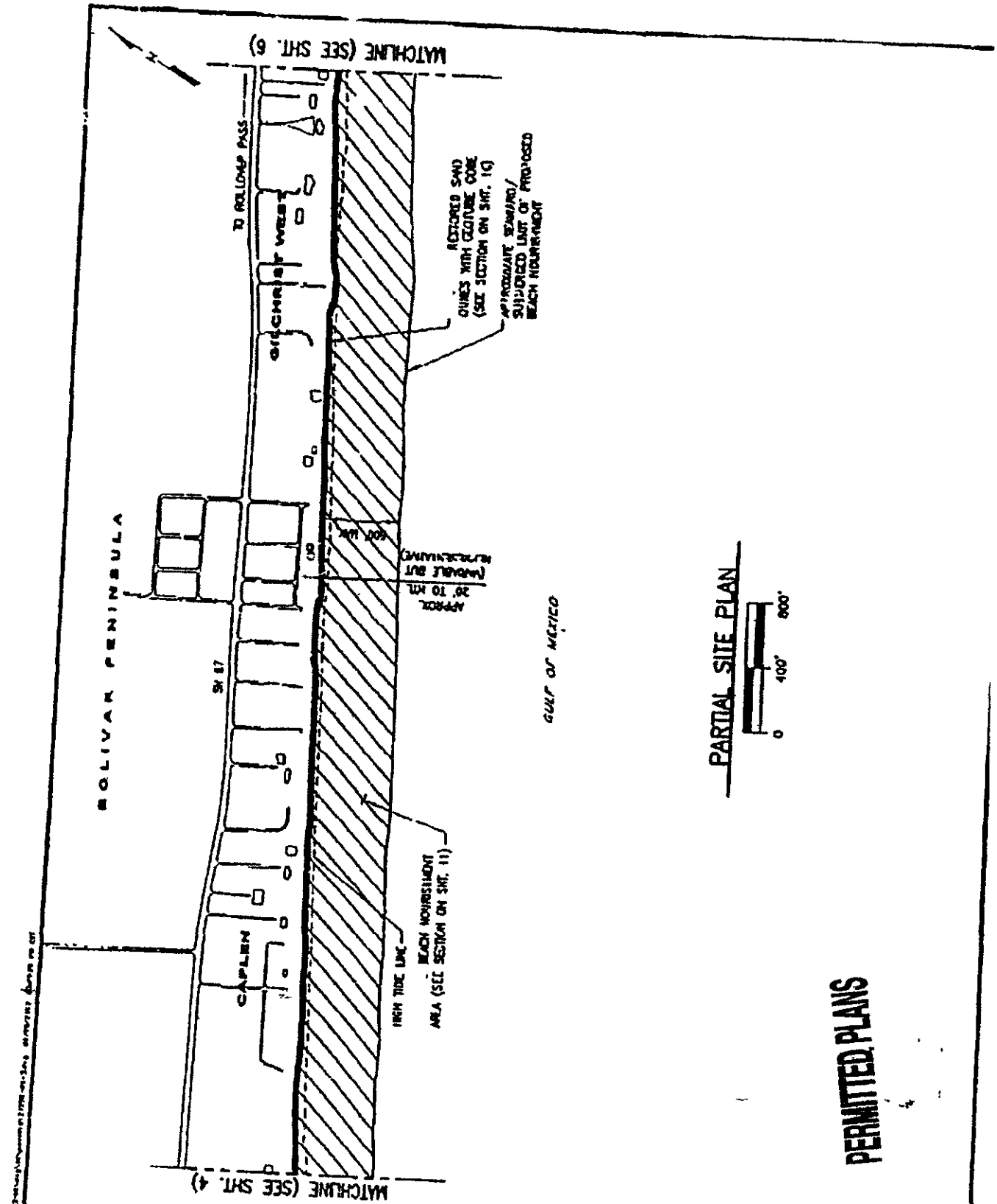
NOTES:

1. IN ORDER TO WARN OF TRUCKS HAULING SAND FOR THIS PROJECT, THE PERMITTEE WILL INSTALL AND MAINTAIN WARNING SIGNS ON STATE HIGHWAY 87 AT THE SAND PIT OVERPASS AND AT THE BEACH ACCESS POINTS BEING USED TO TRANSPORT SAND TO THE BEACH.

| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | Stiner Moseley and Associates, Inc. Engineers & Consultants |
| APPLICANT: COUNTY OF GALVESTON | 535 North Carancahua Street, Suite 1630 Corpus Christi, Texas 78471 |
| DATE: JUNE 2003 (REV. 1 – 07/14/03) | SMA Job No 20093.06 |

sheet 4 of 11

SWG-2007-391




PERMITTED PLANS

ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

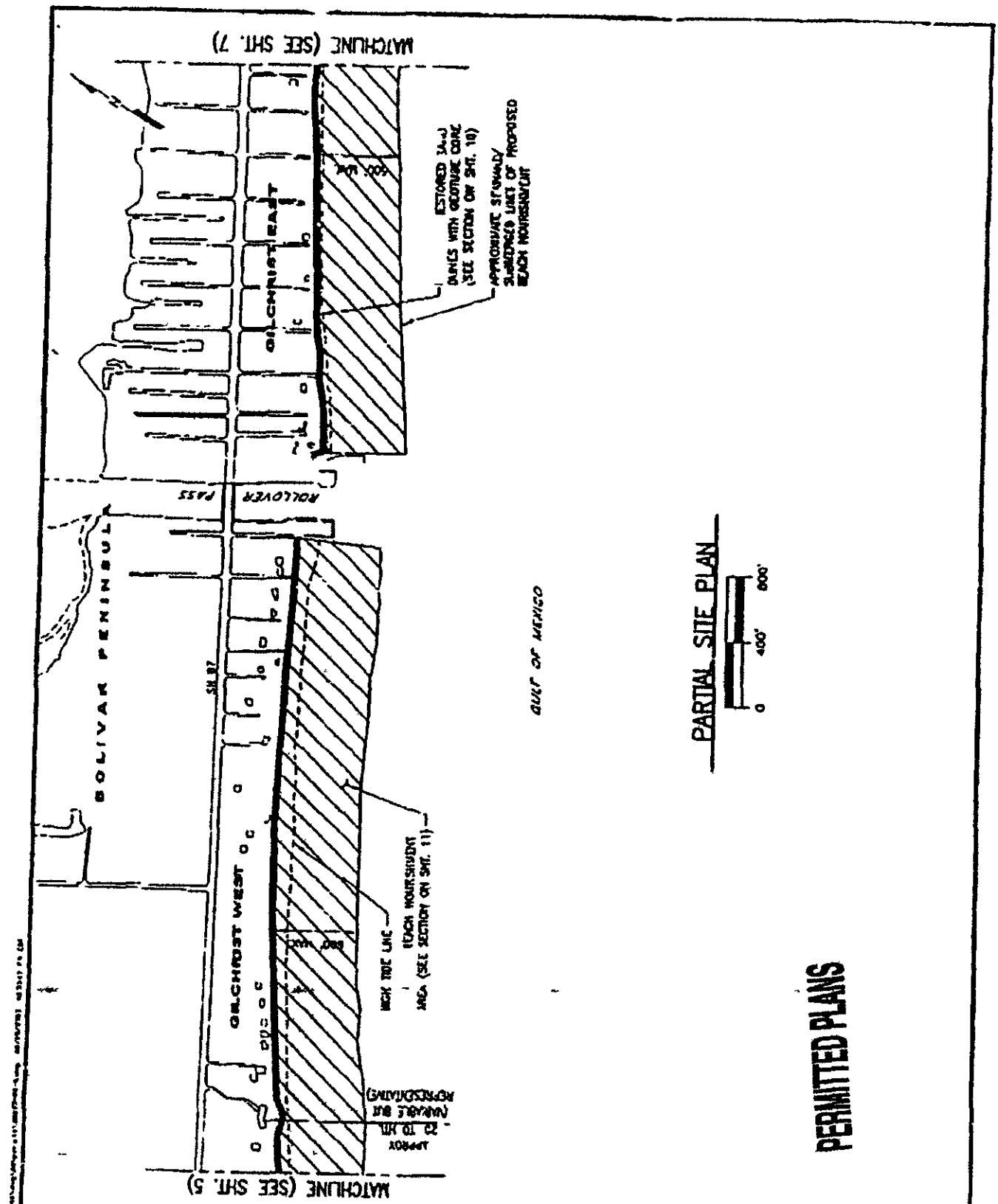
APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003 (REV 1 - 07/14/03)

SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS
533 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78478

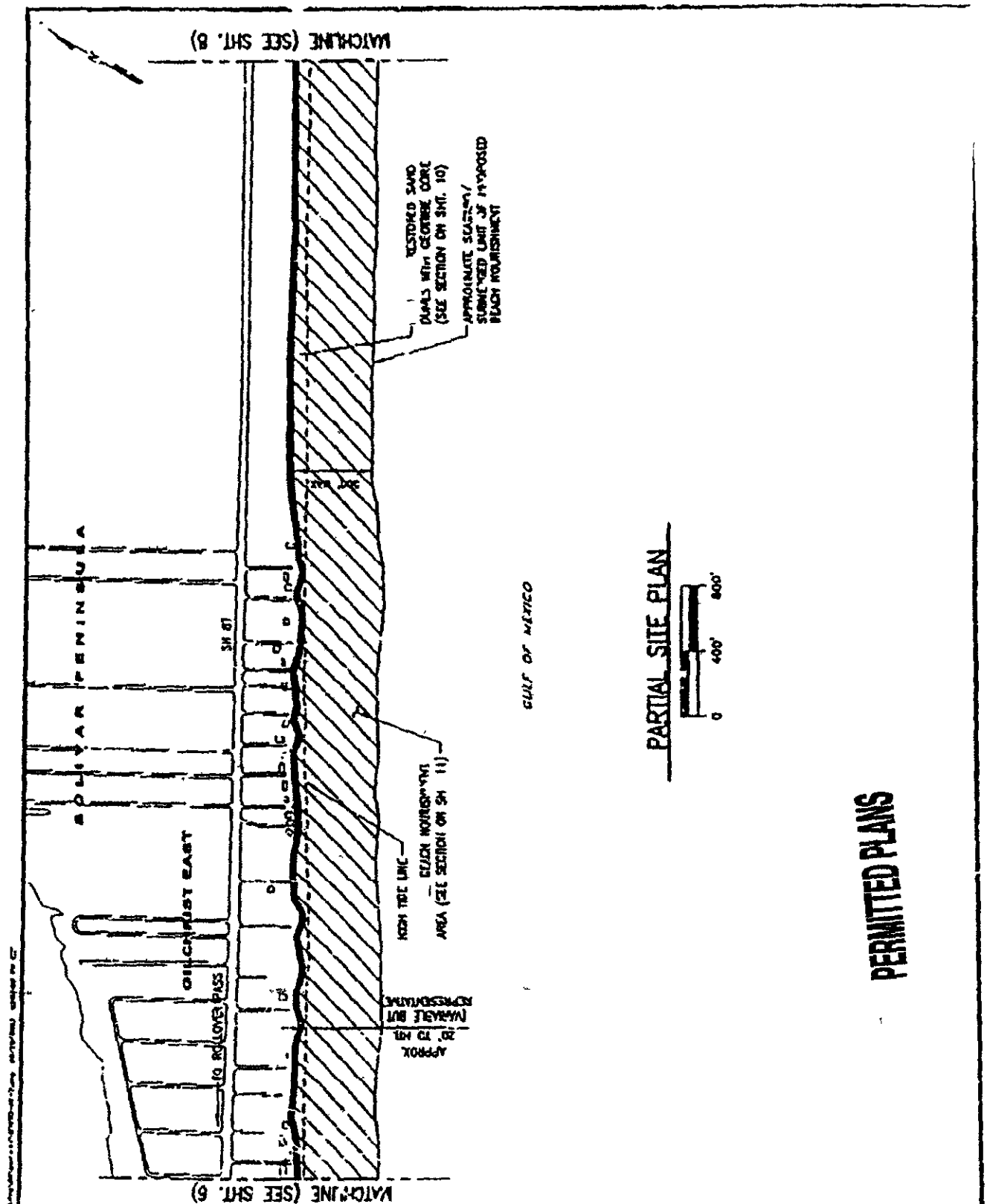
SMA Job No. 20093.06

SWG-2007-391



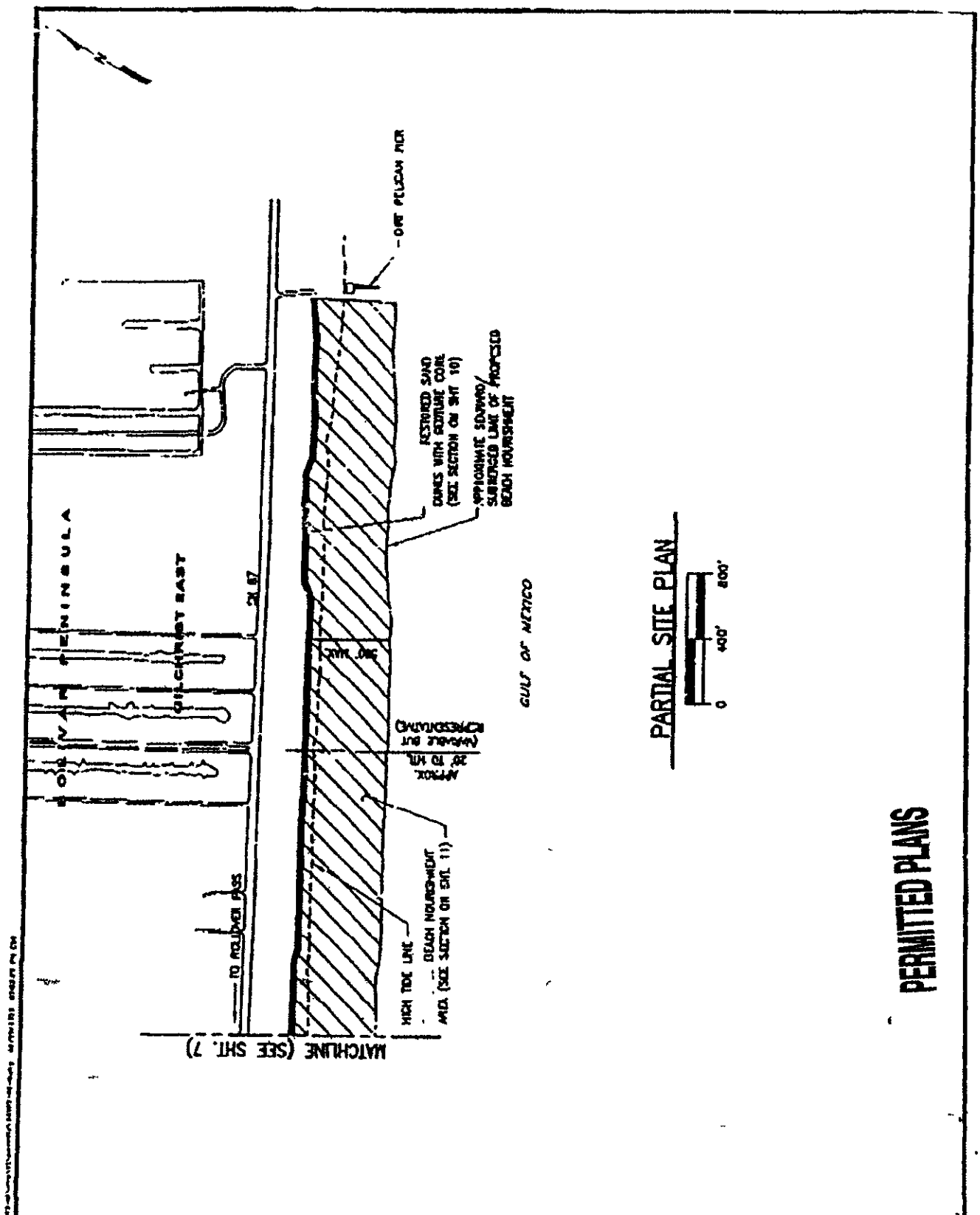

| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | SHINER MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS 555 North Carancahua Street, Suite 1630 Corpus Christi, Texas 78478 |
| APPLICANT: COUNTY OF GALVESTON | |
| DATE: JUNE 2003 (REV. 1 – 07/14/03) | SMA Job No. 20093 06 |

SWG-2007-391




| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | SKINNER MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS |
| APPLICANT: COUNTY OF GALVESTON | 555 North Carancahua Street, Suite 1630 Corpus Christi, Texas 78478 |
| DATE: JUNE 2003 (REV. 1 - 07/14/03) | SMA Job No: 20093.06 |

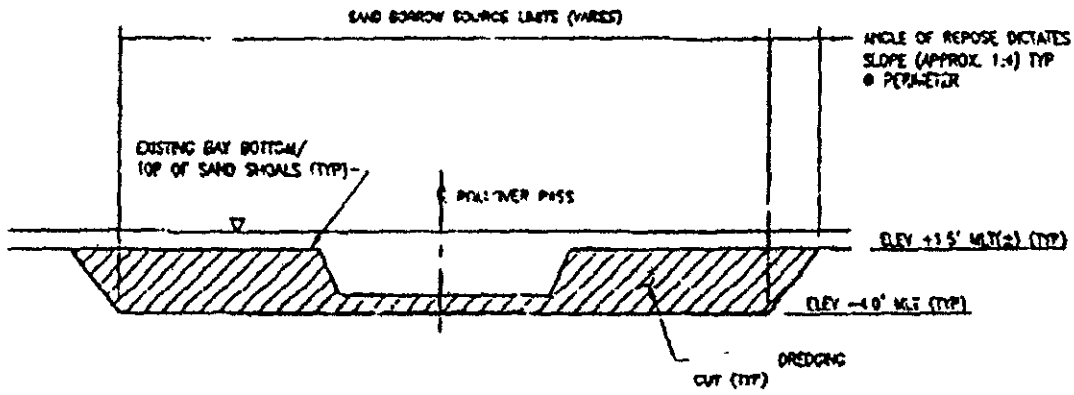
SWG-2007-391




PERMITTED PLANS

| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | SKINNER MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS 555 North Carancahua Street, Suite 1430 Corpus Christi, Texas 78478 |
| APPLICANT: COUNTY OF GALVESTON | |
| DATE: JUNE 2003 (R[illegible] : - 07/14/03) | SMA Job No: 20093.06 |

SWG-2007-391




(LOOKING NORTH)

## TYPICAL BORROW SOURCE SECTION

NOT TO SCALE

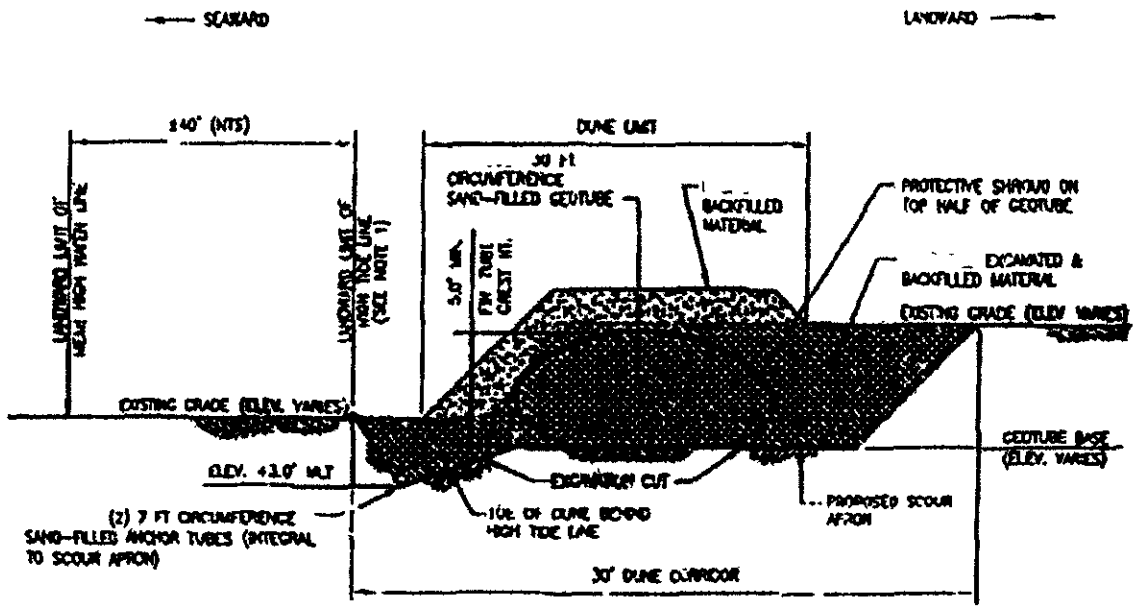
NOTES:

1. DREDGING WILL OCCUR UNDER MULTIPLE PROJECTS ACROSS THE DURATION OF THE PERMIT SHOULD PREVIOUSLY DREDGED AREAS BECOME REPLENISHED WITH SUFFICIENT NEW SAND BETWEEN DREDGING EVENTS, THESE AREAS WILL BE RE-DREDGED FIRST IN LIEU OF DISTURBING OTHER AREAS WITHIN THE SAND BORROW SOURCE LIMITS.
2. DREDGE CUT WILL OCCUR FROM ADJACENT DEEPER WATER AND WILL BE INFORMALLY TRANSITIONED WITH NO ISOLATED POCKETS OR AREAS DEEPER THAN ADJACENT DEPTHS.
3. SAND BORROW SOURCE LIMITS ARE OFFSET AT LEAST 300' FROM THE SHORELINE AND EXISTING SHOALS/ISLANDS SO AS NOT TO IMPACT ANY EMERGENT AREAS UTILIZED BY BIRDS.
4. BY DREDGING MATERIAL FROM WITHIN THE DESIGNATED SAND BORROW SOURCE LIMITS, NATURAL WATER DEPTHS WILL BE REESTABLISHED IN AREAS WHERE SAND HAS PREVIOUSLY ACCRETED OVER EXISTING BAY BOTTOM.
5. BY DREDGING MATERIAL FROM WITHIN THE DESIGNATED SAND BORROW SOURCE LIMITS, MAINTENANCE DREDGING ALONG THE ADJACENT LENGTH OF THE GIWW MAY BE REDUCED
6. BY DISCHARGING MATERIAL ON THE GULF BEACH, SHORELINE EROSION WILL BE SLOWED THUS PRESERVING THE PUBLIC BEACH AND BENEFITING RECREATIONAL ACTIVITIES.
7. ALLOWABLE OVERDEPTH EQUALS 1.0

**PERMITTED PLANS**

| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | SHINER MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS |
| APPLICANT: COUNTY OF GALVESTON | 555 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78478 |
| DATE: JUNE 2003 (REV 1 - 07/14/03) | SMA Job No: 20093.06 |

SWG-2007-391




(LOOKING WEST)

## TYPICAL DUNE SECTION

NOT TO SCALE

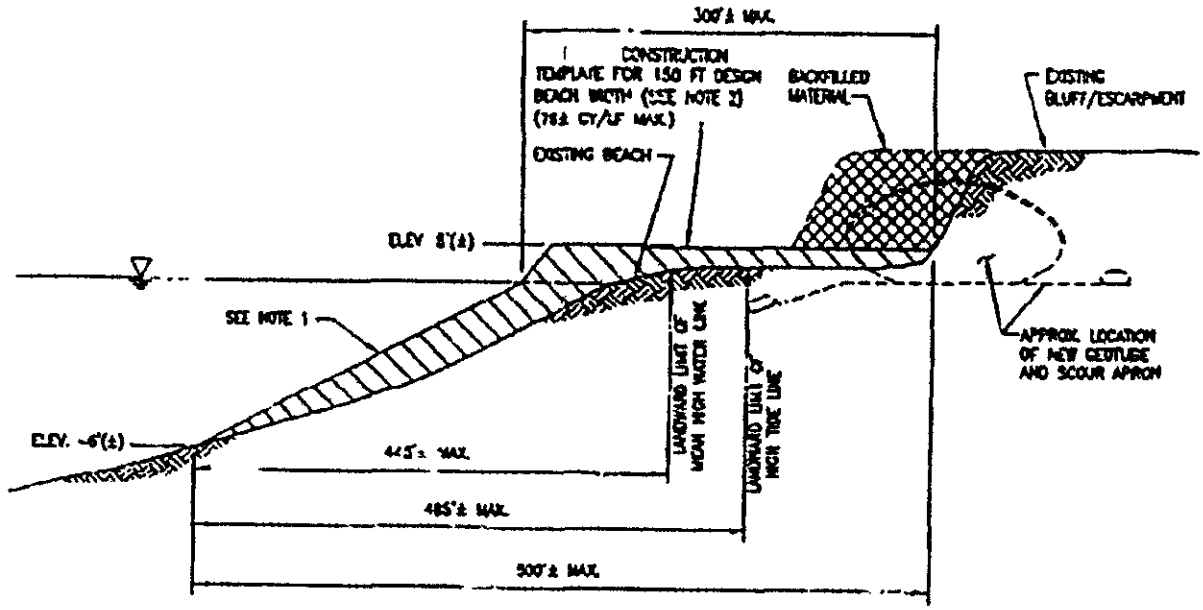
NOTES:

1. HIGH TIDE LINE VARIES FROM 80' IN FRONT OF DUNE CORRIDOR TO EDGE OF DUNE CORRIDOR. TOE OF DUNE WILL BE BEHIND HIGH TIDE LINE.
2. RESTORED SAND DUNE IS APPROXIMATELY ALIGNED WITH LINE OF VEGETATION. LINE OF VEGETATION IS LANDWARD OF DUNE AT SOME LOCATIONS AND SEAWARD AT OTHERS.

**PERMITTED PLANS**

| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | SHINER MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS 555 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78478 |
| APPLICANT: COUNTY OF GALVESTON | |
| DATE: JUNE 2003 (REV. 1 – 07/14/03) | SMA Job No: 20093.06 |

SWG-2007-391




(LOOKING WEST)

## TYPICAL NOURISHMENT BEACH SECTION

NOT TO SCALE

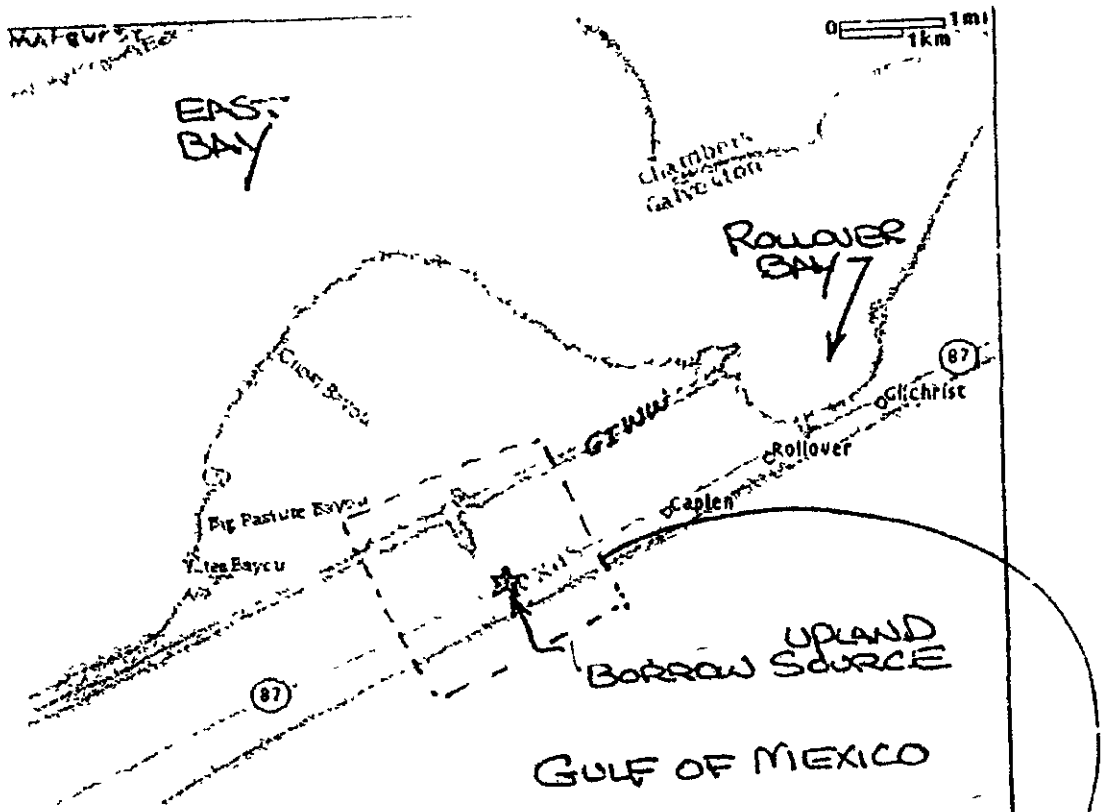
NOTES:

1. SLOPE AT EMERGENT AND SUBMERGED PORTION OF PROPOSED BEACH FILL DICTATED BY MATERIAL'S ANGLE OF REPOSE AND WAVE CONDITIONS AT TIME OF PLACEMENT.
2. BEACH WILL FLATTEN TO EQUILIBRIUM CONDITION UNDER WAVE ACTION.
3. ACTUAL SIZE OF PROPOSED BEACH FILL AND WIDTH OF BEACH WILL VARY DEPENDING ON AVAILABLE VOLUME OF BEACH-QUALITY BORROW MATERIAL.

**PERMITTED PLANS**

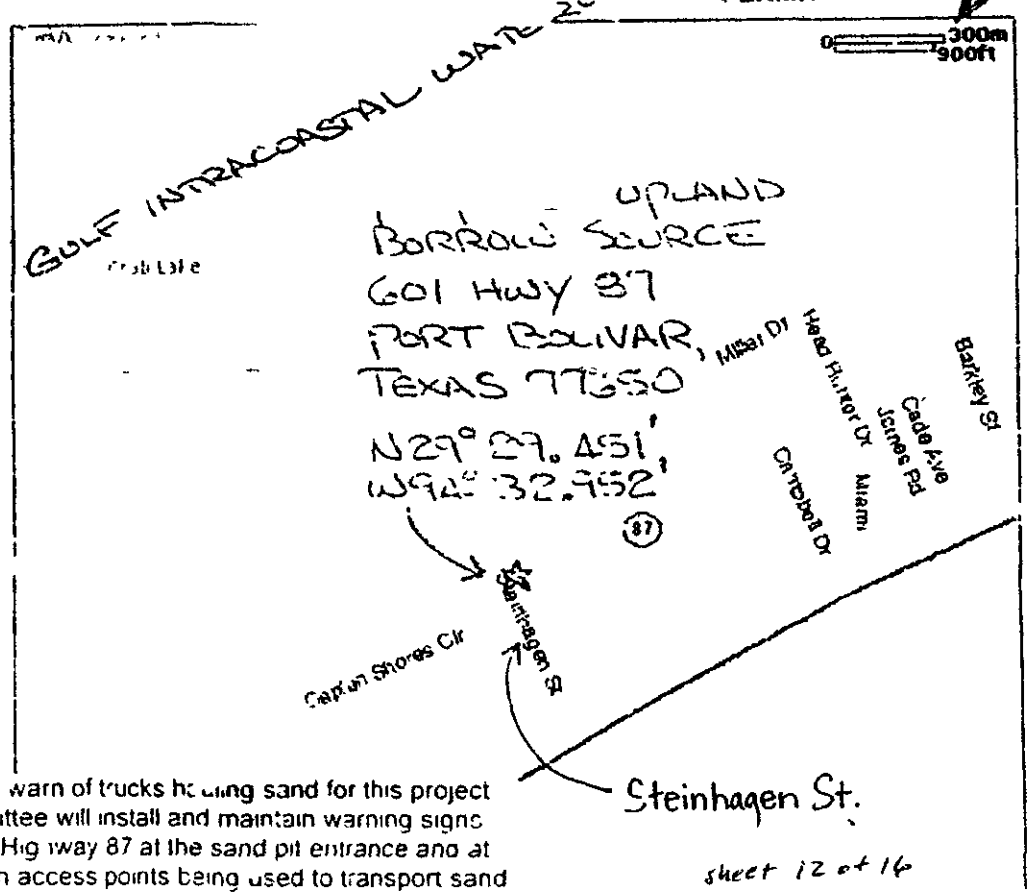
| | |
|---|---|
| ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION | SHINER MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS 353 North Corpus Christi Street, Suite 1650 Corpus Christi, Texas 78478 |
| APPLICANT: COUNTY OF GALVESTON | |
| DATE: JUNE 2003 (REV. 1 – 07/14/03) | SMA Job No: 20093.06 |

SWG-2007-391




County of Galveston
Kahla's Sand Pit, Bolivar Peninsula, Galveston County, Texas

PERMITTED PLANS



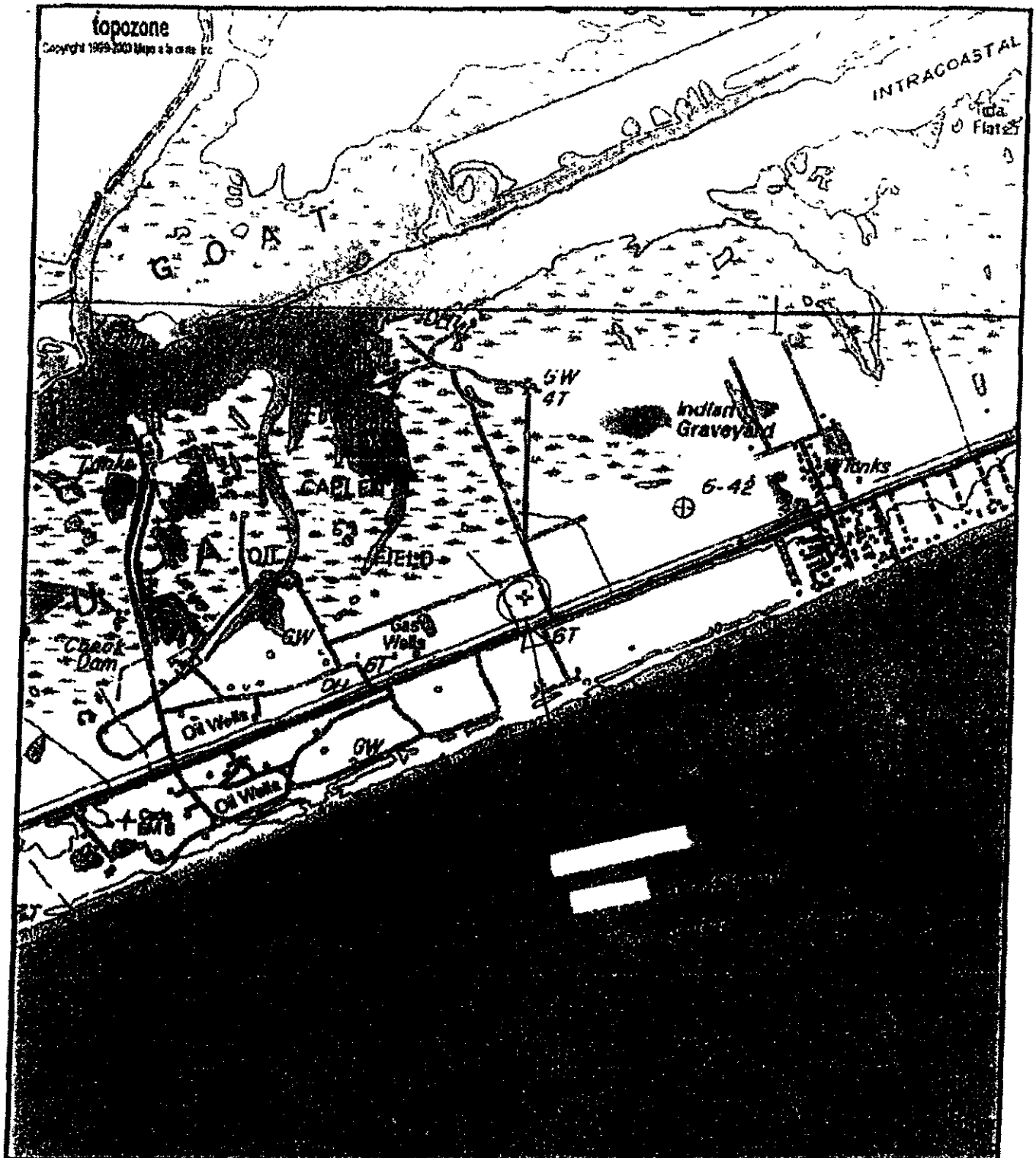

NOTE In order to warn of trucks hauling sand for this project the permittee will install and maintain warning signs on State Highway 87 at the sand pit entrance and at the beach access points being used to transport sand to the beach.

Steinhagen St.

sheet 12 of 16

SW6-2001-371






0 0.3 0.6 0.9 1.2 1.5 km

0 0.2 0.4 0.6 0.8 1 mi

Map center is UTM 15 349709E 3263230N (NAD27)

**Caplen** quadrangle

Projection is UTM Zone 15 NAD83 Datu

M=3.574

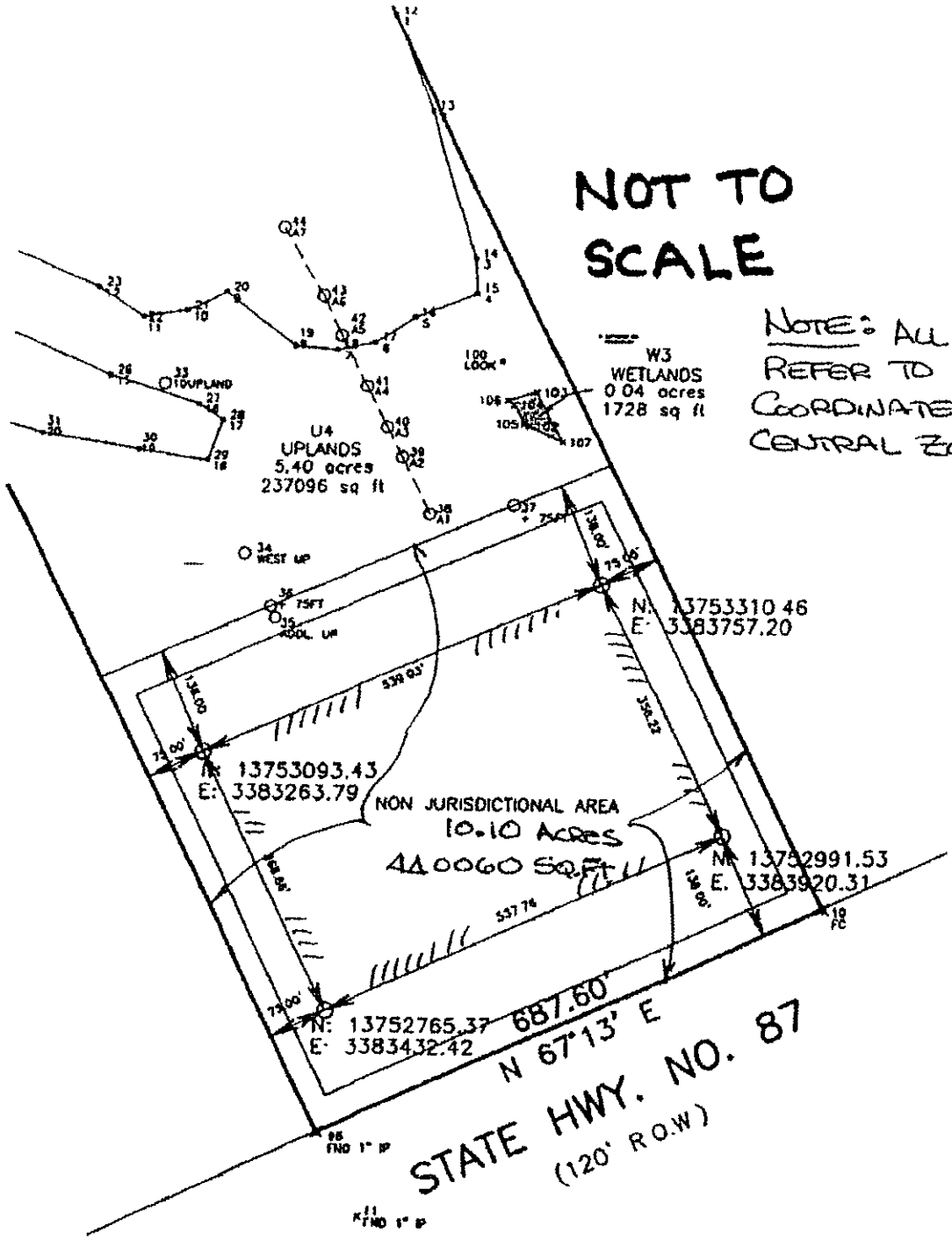
G=-0.763

PERMITTED PLANS

PERMITTED PLANS

COUNTY OF GALVESTON
JANUARY 26, 2005
BORROW SOURCE

SWG-2007-391




NOTE: ALL COORDINATES REFER TO STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD'83.

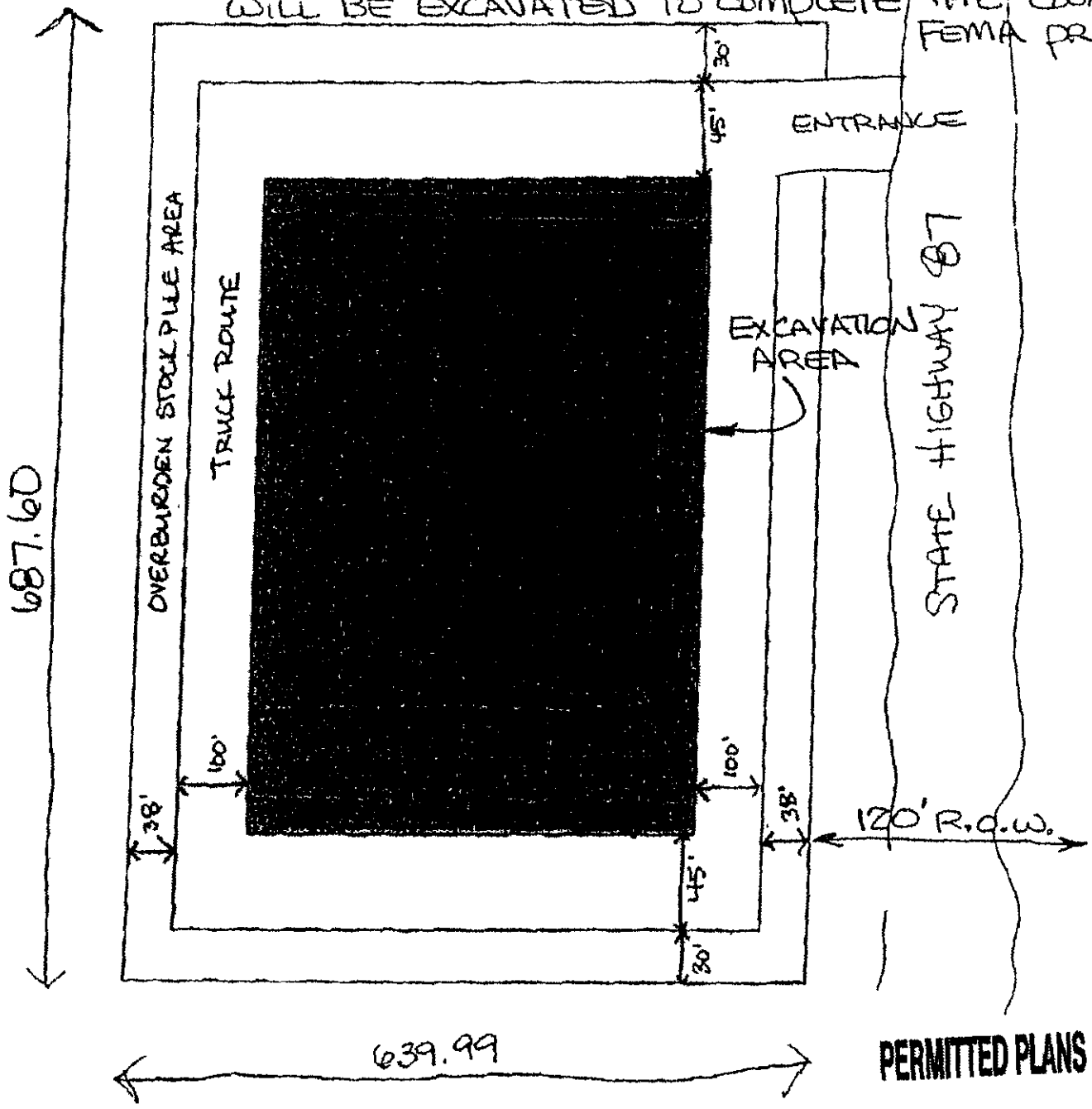
# PERMITTED PLANS

COUNTY OF GALVESTON
JANUARY 26, 2005
BORROW SOURCE
Sheet 14 of 16

SWG-2007-391

NOTES:

1. APPROXIMATELY 2 FT OF OVERBURDEN WILL BE REMOVED WITHIN EXCAVATION AREA & STOCKPILED OVER UPLANDS AS SHOWN.
2. SAND EXCAVATION WILL BE APPROXIMATELY 10 FT. DEEP.
3. APPROXIMATELY 65,000 TO 75,000 CY OF SAND WILL BE EXCAVATED TO COMPLETE THE COUNTY'S FEMA PROJEC

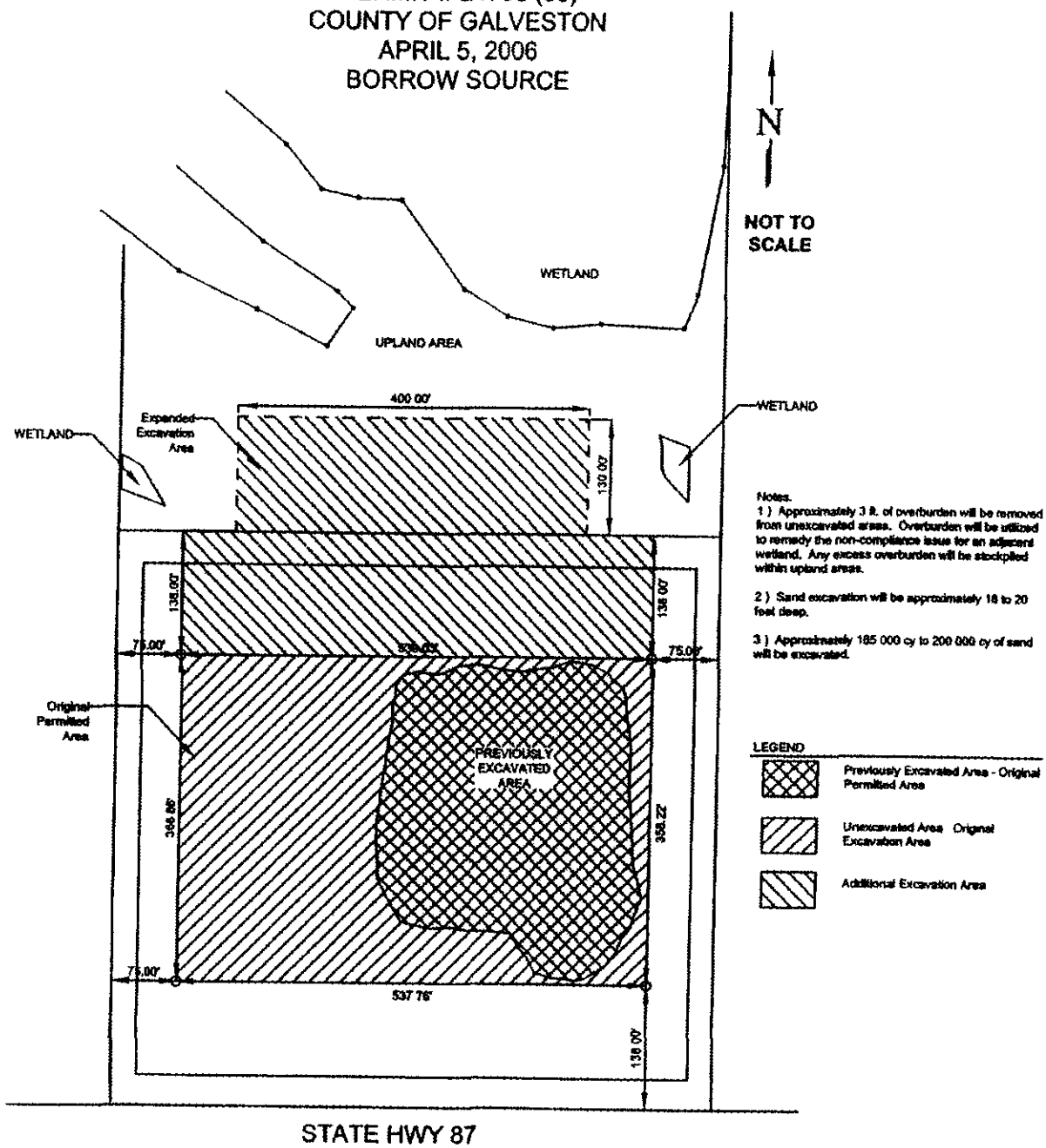



PERMITTED PLANS

COUNTY OF GALVESTON
JANUARY 26 2005
BORROW SOURCE
Sheet 15 of 17

SWG-2007-391

PERMIT # 21755 (06)
COUNTY OF GALVESTON
APRIL 5, 2006
BORROW SOURCE




**PERMITTED PLANS**

sheet 16 of 16

Attachment A

Endangered Species Avoidance and Minimization Measures

1 An independent, qualified observer or observers will be hired by Galveston County to monitor all construction activities, escort construction vehicles to and from work sites, and monitor for the presence of threatened and endangered species throughout the work day Information regarding the qualifications of the independent observer or observers must be submitted to the Galveston District CE and approved prior to start of work within the permit area

2 Work crews will be required to attend a half-day training session coordinated by Galveston County (with assistance from National Oceanic and Atmospheric Administration and FWS personnel staff) to learn how to identify nesting sea turtles and what actions should be taken if turtles are observed. This training will include an overview and handouts with photographs of all listed species workers might encounter in the project area Documentation of this training, including a list of attendees, must be submitted to the CE prior to the start of work in the permit area.

3 Materials and equipment required for the project will be staged in upland areas and transported as needed to the proposed work sites The temporary overnight storage of earthmoving equipment on the beach is allowed, as necessary, when work is conducted outside of the Kemp's ridley sea turtle nesting period (March 15 to September 30)

4. Construction vehicles will access the beach from county roads closest to the work sites to greatly reduce unnecessary transport along the beachfront. Drive-overs will be constructed of beach-quality sand at these access points to ingress and egress the work sites only

5 The number of vehicles transiting from the upland areas to the project sites will be kept to a minimum, all vehicles will use the same pathways, and access will be confined to the immediate project areas Construction/repair activities will occur from the landward side of the geotextile-tube-core dunes whenever possible, and no work will continue after dark.

6 Prior to the start of work, Galveston County will ensure that the contractor and monitors inspect the beach adjacent to and along work areas before work begins each morning, after work concludes each day, and other such times as deemed necessary by the independent monitors.

7 The sand required to fill deflated sections of geotextile tube will be obtained from an authorized source and stockpiled on County rights-of-ways, parking lots, and roadways adjacent to the repair location to greatly reduce the need to transport material Sand will then be transported to the fill hopper by a rubber-wheeled front-end loader eliminating the need to drive much heavier dump trucks on the beach

8. Sand will be placed at a 3-to-1 slope on the seaward side of the geotextile tubes to promote habitat restoration and will be coordinated under constant monitor oversight

9 After completion, all mud or wind tidal flats and/or project sites seaward of the mean high tide line will be restored to preconstruction slope or contours and all ruts will be leveled within seven days once work has been completed

# AGENDA ITEM #6

# 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

September 28, 2011

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

Re Disposal of Salvage or Surplus Property

Gentlemen

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented as listed below and on the attached awaiting disposal (AD) list This request is per the instructions outlined in the Texas Local Government Code, section 263 152, Disposition

These items will be disposed of or placed on the GovDeals website within 30 days after authorization is granted

- 2 Grapplers & Cutterheads
- 2 Hanging racks for the Grapplers

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

# GALVESTON COUNTY, TEXAS
## FIXED ASSET ID LISTING BY DEPARTMENT W/IMPROVEMENTS

| FAID | SERIAL/VIN NO | DESCRIPTION | MAKE | YEAR | IMPROVEMENTS | PURC AMOUNT | FAID TOTAL |
|---|---|---|---|---|---|---|---|
| | | | **DEPARTMENT TOTAL** | | 0 00 | 1 00 | 1 00 |
| **DEPARTMENT: 312110 Administration** | | | | | | | |
| 000000015307 | 1FDXF80C1SVA78813 | DUMP TRUCK | F SERIES | 1995 | 0 00 | 34,439 70 | 34,439 70 |
| 000000015391 | 1FDXF80CXSVA78812 | DUMP TRUCK | F800 | 1995 | 0 00 | 34,493 70 | 34,493 70 |
| 000000027164 | ACP252916 | FOUR WHEEL DRIVE TRACTORIH | MXU 135 | 2005 | 0 00 | 67 259 00 | 67,259 00 |
| | | | **DEPARTMENT TOTAL** | | 0 00 | 136,192 40 | 136,192 40 |
| | | | **GRAND TOTAL** | | **0.00** | **500,323.11** | **500,323.11** |

# AGENDA ITEM #7

# THE COUNTY OF GALVESTON

**RUFUS G. 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

September 29, 2011

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

**Re: RFP #B112028, Indigent Burial Services**

Gentlemen,

It is requested that the Commissioners' Court authorize a correction to the contract associated with RFP #B112028, Indigent Burial Services The termination date was incorrect on the first page of the contract

The correct termination date should be September 26, 2012

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

**State of Texas**

**County of Galveston**

## Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

**Contract Number: CM11166**

**Invitation to Bid Number: RFP #B112028– Indigent Burial Services**

**Term of Contract One (1) year with two (2) one (1) year extensions**

**Initial term (Services):** Beginning date of execution of this Contract by latest signatory to sign and terminating **September 26, 2012.**

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A 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 job

**Renewal Options: (if applicable):**

| | |
|---|---|
| Year One | Yes (X) No ( ) |
| Year Two | Yes (X) No ( ) |
| Year Three | Yes ( ) No (X) |
| Year Four | Yes ( ) No (X) |

**Contractor: Carnes Brothers Funeral Home**

**Awarded as to addendum(s) (if applicable):**

Addendum No 1 ( ) yes ( ) no ( ) n a
Addendum No 2 ( ) yes ( ) no ( ) n a
Addendum No 3. ( ) yes ( ) no ( ) n a

**Payment Bond Required.** ( ) yes (X )no

**Performance Bond Required** ( ) yes (X) no

**Notice to be Given to:**

Galveston County

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor

Carnes Brothers Funeral Home
1201 Tremont
Galveston, Texas 77550

**County and Contractor agree as follows:**

1. **Parts of Contract** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2. **Contractor Responsibilities** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3 **Payment for Services**. The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4. **Independent Contractor** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

5 **Employment Taxes**· Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above

7 **Cancellation**· County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor

8 **Covenant Against Contingent Fees** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

9. **Subcontracting or Assignment** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract Failure to request consent shall be grounds for termination

10 **Novation and Change of Name Agreements**· Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court

11 **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by 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 or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

12 **Entirety of Agreement and Modification** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party

13. **Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall 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

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect

15. **Governing Law**· This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas

16. **Benefit** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18 **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art Words in the present or past tense include the future tense The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

**Executed** on this the 27th day of September, 2011

**Contractor:**

Carnes Brothers Funeral Home, Inc.

**By:** Franklin W. Carnes, III

Franklin W. Carnes

**Date:** August 2, 2011

**Galveston County**

**By:**

Mark A. Henry

**Date:** 9/27/11

**Mark A. Henry, County Judge**

**Attest.**

Dwight D. Sullivan

**Dwight Sullivan, County Clerk**

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

**Proposal Response Sheet – Notice, Reference, FEIN, Mailing Address, and authorized Representative information**

Proposer must include its Federal Employer Identification Number in its proposal

Proposer's Federal Identification Number is:
760299776

Proposer shall give its complete mailing address.

Proposer's complete mailing address is
1201 Tremont Galveston, Texas 77550

An authorized representative of the Proposer shall sign, warranty and guarantee, and tender the proposal. For assistance in ensuring that the County is able to identify the authorized representative, please either type or print clearly, in ink, the following.

The name of the authorized representative is:
Franklin W. Carnes, III

The title of the authorized representative is
President- Carnes Brothers Funeral Home, Inc.

Proposer shall use this form to provide the information for notice

1 Contact information for notice.

Name: Franklin W. Carnes, III
Address: 1201 Tremont
Galveston, Texas 77550
Telephone number 409-765-8080 Facsimile number: 409-765-8052

2 If a copy of notice is requested, please complete below:

Name:
Address
Telephone number Facsimile number:

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

3 If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information "

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as ' Supplementary reference Information "

1 References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal.

Name of Organization: First Baptist Church
Name of Person Dr. Ray Meador

Title of individual within Organization, if applicable: Pastor
Business address 822 Tremont
Galveston, Texas 77550
Telephone number: 409-763-1671 Facsimile number: 409-763-6167

Name of Organization. Galveston Elk's Lodge # 126
Name of Person Diane Pucceti
Title of individual within Organization, if applicable President

Business address. 1518 Tremont
Galveston, Texas 77550
Telephone number: 409-762-1212 Facsimile number 409-765-1427

Name of Organization Williams Law Firm
Name of Person. Billy Williams
Title of individual within Organization, if applicable: Chief Counsel
Business address: 1018 Tremont
Galveston, Texas 77550
Telephone number: 409-763-1400 Facsimile number 409-763-0668

2. References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal

Business Name of Supplier International CAsket Company
Name of Person Adriana Torres
Title of individual within business Manager
Business address 4700 Rangers STreet
Houston, Texas 77028
Telephone number 713-672-5628 Facsimile number: 713-672-7604

Business Name of Supplier Galveston Flower Company
Name of Person: Larry Janzen
Title of individual within business. Owner
Business address 1515 19th STreet
Galveston, Texas 77550
Telephone number: 409-765-8597 Facsimile number 409-765-8598

RFP #: B112028
OPEN: 08/02/2011
2:00 PM

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

Business Name of Supplier: Cemetery Services
Name of Person: Rick Neal
Title of individual within business: Owner
Business address: P.O. Box 1060
League City, Texas 77574
Telephone number: 713-213-6540 Facsimile number: 281-332-3256

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RFP #: B112028
OPEN: 08/02/2011
2:00 PM

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

**Proposal Response Sheet**

Proposer, Carnes Brothers Funeral Home, Inc., hereby proposes to provide Indigent Burial Services. Proposer hereby agrees to all of the terms and provisions in the Request for Proposal. All exceptions and alternatives stated, and Proposal Response Sheets, all of which are incorporated into Proposer's proposal

**IF PROPOSING AN ALTERNATIVE, PROVIDE THE ALTERNATIVE WITH THIS PROPOSAL RESPONSE SHEET.**

Name and Address of Proposer

Carnes Brothers Funeral Home, Inc.

1201 Tremont

Galveston, Texas 77550

Telephone Number 409-765-8080

Facsimile Number: 409-765-8052

Signature of Principal able to bind Proposer:

Name: Franklin W. Carnes, III

Title President- Carnes Brothers Funeral Home, Inc.

Date August 2, 2011

Addendums Received. #1_____, #2_____, #3_____, #4_____

RFP #: B112028
OPEN: 08/02/2011
2:00 PM

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

**Proposal Response Sheet – Line Item Details**

**All proposers must submit pricing information on this sheet**

| Item # | Code | Description | Quantity | Units | Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| 0001 | 95200 | INDIGENT STANDARD BURIALS | 35 | EA | $ 1650.00 | $57,750.00 |
| 0002 | 95200 | INDIGENT STANDARD CREMATIONS | 10 | EA | $ 750.00 | $ 7,500.00 |

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# Carnes Brothers Funeral Home

1201 Tremont–Galveston, TX 77550 409.765.8080

August 17, 2011

Rufus Crowder, CPPB
Purchasing Agent
The County of Galveston
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

Ref: RFP #B112028, Indigent Burial Services.

We are in receipt of the request for Best and Final Offers (BAFO) dated August 17, 2011 and understand and agree with the clarifications listed in items marked 1. and 2.. We are now able to reduce our original offer for services to the County of Galveston for Indigent burial and cremation services.

Our best and final offer is as follows·

| Item# | Code | Description | Quantity | Units | Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| 0001 | 95200 | INDIGENT STANDARD BURIALS | 35 | EA | $ 1500.00 | $ 52,500 00 |
| 0002 | 95200 | INDIGENT STANDARD CREMATIONS | 10 | EA | $ 550 00 | $ 5,500 00 |

Thank You for your assistance.

Sincerely,

Franklin W Carnes

Franklin W. Carnes, III
President-Carnes Brothers Funeral Home, Inc.
Rustycarnes@aol.com
(409) 765-8080
Fax (409) 765-8052

RFP # B 112028
OPEN 08/02/2011
2.00 PM

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

Proposal Response Sheet - Line Item Details

All proposers must submit pricing information on this sheet

| Item # | Code | Description | Quantity | Units | Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| 0001 | 95200 | INDIGENT STANDARD BURIALS | 35 | EA | $ 1500.00 | $52,500.00 |
| 0002 | 95200 | INDIGENT STANDARD CREMATIONS | 10 | EA | $ 550.00 | $ 5,500.00 |

**The rest of this page intentionally left blank**

# Carnes Brothers Funeral Home

1201 Tremont–Galveston, TX 77550 409.765.8080

September 16, 2011

Rufus Crowder, CPPB
Purchasing Agent
The County of Galveston
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

Ref: RFP #B112028, Indigent Burial Services.

We are in receipt of the request for Best and Final Offers (BAFO) dated September 7, 2011 and understand the clarifications listed in item 1. We are now able to reduce our original offer for services to the County of Galveston for Indigent burial and cremation services.

Our best and final offer is as follows:

| Item# | Code | Description | Quantity | Units | Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| 0001 | 95200 | INDIGENT STANDARD BURIALS | 35 | EA | $ 1450.00 | $ 50,750 00 |
| 0002 | 95200 | INDIGENT STANDARD CREMATIONS | 10 | EA | $ 550.00 | $ 5,500.00 |

Thank You for your assistance.

Sincerely,

Franklin W. Carnes, III
President-Carnes Brothers Funeral Home, Inc.
Rustycarnes@aol.com
(409) 765-8080
Fax (409) 765-8052

# GALVESTON COUNTY
# PURCHASING DEPARTMENT

## REQUEST FOR PROPOSAL:

## RFP #B112028

## INDIGENT BURIAL SERVICES

**PROPOSAL DUE DATE: AUGUST 2, 2011**
**2:00 P.M.**


*Rufus G. Crowder, CPPB*
*Purchasing Agent*
*Galveston County*
*722 Moody (21st Street)*
*Fifth (5th) Floor*
*Galveston, Texas 77550*
*(409) 770-5372*

# RFP #B112028
# INDIGENT BURIAL SERVICES

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# RFP #B112028
# INDIGENT BURIAL SERVICES

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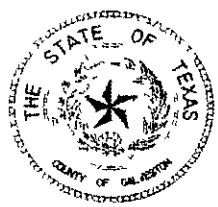


**RFP#:B112028**
**OPEN: 08/02/2011**
**2:00 PM**

# REQUEST FOR PROPOSAL
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **08/02/2011** and opened immediately in that office in the presence of The County Auditor and the Purchasing Agent. Any proposal received after **2:00 PM** on the date specified will be returned unopened

All proposals must be marked on the outside of the envelope

**RFP #: B112028**
**INDIGENT BURIAL SERVICES**

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be as shown in Request for Proposal

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable 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 proposal

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc ), vendor is to be paid via Galveston County's normal accounts payable process

Sealed proposals are to be delivered to the Galveston County Purchasing Agent Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550

Commissioners Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

# INDIGENT BURIAL SERVICES
# GENERAL PROVISIONS
# GALVESTON COUNTY, TEXAS

## 1. PROPOSAL PACKAGE

*The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package Proposals must be submitted in* ***sets of four (4), one (1) original and three (3) copies*** *on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal Proposer 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 proposal If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County*

## 2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal 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 Request for Proposal must be submitted in writing to

Rufus G Crowder, CPPB, Purchasing Agent
722 Moody
Fifth Floor
Galveston, Texas 77550
Fax (409) 621-7997
E-mail rufus.crowder@co.galveston.tx.us

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

Please carefully review this Request for Proposal It provides specific information necessary to aid participating firms in formulating a thorough response

## 3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility The Proposer must also meet the following minimum requirements

1. have adequate financial resources or the ability to obtain such resources as required,
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal,
3. have a satisfactory record of performance,
4. have a satisfactory record of integrity and ethics,
5. be otherwise qualified and eligible to receive an award

# INDIGENT BURIAL SERVICES
# GENERAL PROVISIONS
# GALVESTON COUNTY, TEXAS

**4. TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal 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 proposal If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list

**5. PROPOSAL OPENING**

Only the names of proposers will be read at the opening The Purchasing Agent will examine proposals promptly and thoroughly No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date

**6 COMMISSIONERS' COURT**

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County Additionally, department heads and 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 County Legal Department prior to being accepted and signed by the County's authorized representative

**7. REJECTION OF PROPOSALS**

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all proposals and waive any informality in the proposals received, (2) disregard the proposal of any proposer determined to be not responsible

**8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective proposer to review the entire invitation to proposal 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 proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening Vendors are to proposal as specified herein or proposal 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

**9. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the proposer 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

**10 EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal This sheet will be labeled, ' Exceptions to Proposal Conditions", and will be attached to the proposal If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered

The County reserves the right to offer these alternatives to other proposers

# INDIGENT BURIAL SERVICES
# GENERAL PROVISIONS
# GALVESTON COUNTY, TEXAS

## 11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal 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 proposal

Cash discount must be shown on proposal, otherwise prices will be considered net Unless prices and all information requested are complete, proposal 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

## 12. 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 your proposal submittal

## 13. TAX EXEMPTION

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http://www.window.state.tx.us/

## 14. 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 proposal

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

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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 proposal 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 proposal 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

**15. MODIFICATION OF PROPOSALS**

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by proposer guaranteeing authenticity Proposals 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 considering of same

**16. SIGNATURE OF PROPOSALS**

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN) Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties

**17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS**

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

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

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the proposal 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 the 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 County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole, to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the County In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written proposal

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In determining and evaluating the best proposal, 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

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County

**A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.**

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals 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 Requests for Proposals

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

**18 DISPUTE AFTER AWARD**

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar 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 Commissioners' Court will be final The Commissioners' Court need not consider protests until the procedure is followed

**19. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential proprietary, and/or trade secret

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**20. RESULTANT CONTRACT**

The resultant contract 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, proposal package, any addenda issued, and any change orders issued during the work If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer'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 proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible

**21. 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

**22. 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 Proposer 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 County Legal Department Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received

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 proposals or further negotiations At a minimum, Proposer 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 Proposer

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 Proposer

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

**23. 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 Proposer should this contract be terminated early

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**24. 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

**25. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Proposals 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

**26. CONTRACTOR INVESTIGATION**

Before submitting a proposal, 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 proposal 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

**27. NO COMMITMENT BY COUNTY OF GALVESTON**

This Request for Proposal 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 proposal to this request, or to procure or contract for services or supplies

**28. BEST AND FINAL OFFERS**

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County This includes solicitation of a Best and Final Offer from one or more of the proposers If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal Proposers may be contacted in writing requesting that they submit their best and final offer Any such best and final offer must include discussed and negotiated changes

**29 SINGLE PROPOSAL RESPONSE**

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

**30. REJECTION/DISQUALIFICATION OF PROPOSALS**

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

A Failure to use the proposal form (s) furnished by the County, if applicable
B Lack of signature by an authorized representative that can legally bind the company on the proposal form
C Failure to properly complete the proposal

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D Proposals that do not meet the mandatory requirements
E Evidence of collusion among proposers

**31. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers 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 proposers 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 proposals 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 Request for Proposal 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 proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals In any case, the proposal 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 or proposals

**32. PROPOSAL IDEAS AND CONCEPTS**

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal

**33. PROPOSAL DISCLOSURES**

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court No price or staffing information will be released Proposers are requested to withhold all inquiries regarding their proposal 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 proposal was received Violations of this provision may result in the rejection of a proposal

**34. PROTEST**

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest The protest will be submitted in writing to the Purchasing Agent within seven 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 the procedure is followed

**35. WITHDRAWAL OF PROPOSAL**

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

**36. 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.**

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**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.**

37. **PROOF OF INSURANCE**

Successful proposer 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 proposer 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 proposer 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 proposer Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County

Insurance is to be placed with insurers having a Best rating of no less than A The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract 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 Proposer shall be required to submit annual renewals for the term of this contract 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 Proposer 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. Proposer 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 Proposer

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer

**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.**

38. **PATENT AND COPYRIGHT PROTECTION**

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights

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**39. 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

**40. 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

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## 41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the proposal 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 proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, 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 proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contact of anyone interested in the proposed contract, that all statements contained in the proposal are true, and further, that the contractor has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal

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 Request for Proposal

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

## 42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract

## 43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County

1 Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices,
2 New Proposer's Federal Identification Number (FEIN), and
3 New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval

## 44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County There shall be no additional costs attributed to these delays should any occur Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract

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**45. ACCURACY OF DATA**

Information and data provided through this RFP are believed to be reasonably accurate

Proposer may tour the Station to verify information and data Please contact the County Purchasing Agent to arrange to visit the Station

**46. SUBCONTRACTING/ASSIGNMENT**

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract

**47. INDEPENDENT CONTRACTOR**

Proposer expressly acknowledges that it is an independent contractor Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal

**48. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract In the event any such material is not held by the Proposer in its original form, a true copy shall be provided

**49. 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

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 the Article, 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

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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 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

**50. NOTICE**
All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax. (409) 765-2653

# INDIGENT BURIAL SERVICES
# GENERAL PROVISIONS
# GALVESTON COUNTY, TEXAS

With copies to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax. (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 770-5560

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# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

1. **PURPOSE**

Galveston County, Texas (the County) issues this Request for Proposal (RFP) seeking a vendor to provide Indigent Burial Services to Galveston County Successful contractor shall comply with all specifications listed in this Request for Proposal

This invitation for a RFP is open to businesses actively engaged in Burial Services Proof of capability may be required prior to the award of a contract

2. **MINIMUM REQUIREMENTS OF CONTRACTOR**

The County Social Services Department is responsible for determining the eligibility of the deceased, as an indigent burial

The contractor is responsible for all aspects of the burial or cremation process, including transportation, preparation, containment, securing, opening and closing a plot. At the time of submitting a proposal, the contractor must disclose and submit for approval, to the Galveston County Community Services Division (the Department), any and all subcontractors that will be performing functions for the contractor prior to any involvement in the burial process described in these specifications The contractor may not subcontract for any part of the services or items required by this contract except as disclosed in this bid.

The Department will give written authorization to the contractor when a body of an indigent resident is to be picked up and prepared for burial or cremation The contractor shall take possession of the body at the morgue, the medical examiner's office, or any other location within Galveston County or within a 50-mile radius of Galveston County, and transport the body to the contractor's facility or a subcontractor's facility.

The body shall be cared for and interred or cremated in strict conformity with the laws of the State of Texas and rules and regulations of the Texas Funeral Service Commission

The body shall be attended by, and interred or cremated in the presence of a funeral director licensed by the State of Texas

A minimum of a doeskin covered wood product type or metal Ziegler type coffin will be used for interment

Cremated remains will be returned to family members.

The body shall be placed in a coffin in a natural position, after being cleaned and hair being combed and being properly clothed as required by law

The contractor shall be responsible for transporting the body to the grave site or crematory

The contractor shall obtain the death certificates and burial permits or cremation permits from the proper authorities as prescribed under Chapter 193, Texas Health and Safety Code The certificates and permits must be available at the time of interment or cremation Death certificates must be filed with the bureau of vital statistics

The contractor shall complete the interment or cremation of a body within a reasonable length of time after authorization by the Department

The grave shall be properly covered, with the top of the coffin interred not less than twenty-four (24) inches below the natural surface of the ground

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

The contractor will insure that the interment occur in a cemetery that is maintained in a respectful and presentable manner The grounds will be reasonably leveled after each burial and mowed at least once per month during the months of May, June, July, August, and September. Further, special care should be taken to ensure grave markers remain visible and intact, which may require weed-eating and/or edging

Contractor will maintain an accurate and current layout of the cemetery, hereby known as the "Cemetery Map" or "Map " This Map will serve as an identification tool for family members looking to place a grave marker, and for easy identification of each plot, as needed An updated Map should be furnished to the County on a quarterly basis

The entire interment or cremation procedure is subject to inspection at any time by the Department The contractor shall notify the Department within 48 hours prior to each scheduled burial

Contractor will be required to make arrangements for friends and family of the deceased to view the body

Contractor will be required to coordinate religious services for the deceased utilizing a minister chosen by the family, or if no family available, the service may be conducted by a minister of any religious organization or licensed funeral director The service may be conducted at the gravesite or in an appropriate room at the contractor's facility, lasting no more than one hour in duration.

Any other licensed funeral director may claim a body from the contractor at the request of the deceased The family, not the County, then will be liable for all expenses incurred by the contractor.

## 3. INVOICE AND PAYMENT

Before payment is made by Galveston County, the contractor shall furnish an invoice for services together with an affidavit, properly made out and sworn to, stating that these specifications have been strictly adhered to, and that the contractor has not received, and will not receive any other compensations, money or otherwise, from any person for the services for which the County is being charged

Contractor may not receive any supplemental payments from any family member or other source including insurance until such time as the County is reimbursed in full

Contractor shall at all times during the term of this contract, maintain required insurance

## 4. QUALIFICATION EVALUATION AND CONTRACT AWARD

### A. General

All qualification material received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified herein as they directly relate to the requested deliverables as referenced in the listed requirements An award will be made to the proposer whose qualifications are judged to be the most advantageous to the County The County expressly reserves the right to reject all qualifications and to make no award under this RFP.

### B. Evaluation Procedures

County staff will evaluate all qualifications in accordance with the criteria listed below If needed, additional information may be requested from, and interviews and contract negotiations may be conducted with, one or more proposers The evaluators will then

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

select a proposer for the award Any selection and contract award is subject to review and ratification by the Galveston County Commissioners' Court

C. **Evaluation Criteria**
The County will evaluate qualifications according to factors which include, but may not be limited to, the following

| | | |
|---|---|---|
| • | 65 Points | Price per burial |
| • | 15 Points | Record keeping |
| • | 10 Points | Location of burial plots (10 Galveston County 0-anywhere else) |
| • | 5 Points | Sensitivity to family |
| • | 5 Points | Hours of access by Social Services staff (one point for each hour available by phone or fax) |

5. **ELEMENTS OF PROPOSAL**
The following information must be provided in each proposal

A. **Business Organization**
State the full name of the business/organization and, if applicable, any branch or affiliated office that would be engaged to perform work on this project Indicate whether the organization is a sole proprietorship, partnership, or corporation Additionally, a brief history of the business/organization needs to be included.

B. **Qualifications**
Provide qualifications of any executive/professional personnel that will be engaged to perform work completed in this proposal Identify key individuals by name and title

C. **References**
Provide three references with whom your business/organization has provided similar work with the last three years References should reflect audits completed for various entities within the State of Texas For a minimum, include the organizations name, contact person, their contact information, and a description of the work performed

D. **Determination of Contract Award**
It is the County's intent to award a contract to provide Indigent Burial Services to one qualified firm beginning from the Commissioners' Court award of the contract and running continuously thereafter for one (1) consecutive year The County may extend the contract on a year to year basis for up to two (2) additional one (1) year periods, provided such extension is in the best interest of the County

The contract award will be to the lowest responsive, responsible proposer Lowest means the least cost or charges assessed to the payer Responsive means that the information and related materials are complete and can be readily understood by the reviewer Responsible means the submitter's ability to provide Indigent Burial Services as defined

E. **Best and Final Offer**
The best and final offer is an option available to the County If invoked, it allows acceptable Proposers the opportunity to amend, change, or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer Any such best and final offer must include discussed and negotiated changes

# SPECIAL PROVISIONS
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**F. Proposal Ideas and Concepts**

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal

**G. Disqualification of Proposer**

Proposers may be disqualified and rejections of proposals may he recommended to the Commissioners' Court for any of, but not limited to, the following causes.

1 Failure to use the proposal forms furnished by the County,
2 Lack of signature by an authorized representative on the proposal form,
3 Failure to properly complete the proposal,
4 Evidence of collusion among proposers submitting proposals, or
5 Failure to comply with specification requirements

**H. Award/Rejection of Proposal**

The award will be made to a Proposer whose proposal is determined to be professionally and technically complete The selection process may, however, include a request for additional information or an oral presentation to support the written proposal

The proposed cost if applicable to the County will he considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.

## 6. PROCUREMENT PROCESS

**A. Proposal Submission**

An original and two exact copies of the sealed proposal must be submitted to the Galveston County Purchasing Agent no later than **2:00 PM** on **August 2, 2011,** to.

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street) – Fifth (5th) Floor
Galveston, Texas 77550

Hand-delivered sealed proposals will be received at the office of the Galveston County Purchasing Agent, listed above

Telephone or telegraphic (facsimile) copies **will not be accepted.** Electronic mail (e-mail) copies **will not be accepted**

**Sealed proposals received after 2:00 P.M. on the date specified above will not be accepted and will be returned unopened.**

Sealed proposals shall be submitted on the forms provided by the County where provided

All figures must be written in ink or typewriter Figures written in pencil or erasures are not acceptable Mistakes may be crossed out, corrections inserted, and initialed in ink by the person signing the proposal

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All proposals must be signed on the Contract page(s) were indicated by persons who are properly authorized representatives of the Proposer who are authorized to bind the Proposer to the agreement Signatures must be handwritten and in ink. Each page of the proposal must be signed by the preparer acknowledging its contents The County will not return any submitted materials

Trade secrets and proprietary information must be clearly marked and identified as such on the Proposal Galveston County is subject to the Public Information Act (also commonly referred to as the Texas Open Records Act), which is codified at Chapter 552 of the Texas Government Code, and all information is subject to disclosure as is required under the Public Information Act

**B. Schedule of Events**

The following is a schedule of events concerning the procurement process

| | |
|---|---|
| 1st Publication of Request for Proposal | July 19, 2011 |
| 2nd Publication of Request for Proposal | July 26, 2011 |
| Opening of Proposals | August 2, 2011 @ 2 00 P M |

**C. Proposal Disclosure**

The names of those who submitted proposals will not be made public information until the agenda item scheduling the tentative award is placed on the Commissioners' Court agenda No price or staffing information will be released until the Commissioners' Court awards the contract

Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made No communication is to be had with any County employee, other than the County Purchasing Agent, regarding whether a proposal was received.

Violations of this provision may result in the rejection of a Proposer's proposal Inquiries must give RFP number, description of services, and opening date.

All proposals shall be open to the public after the contract is awarded, except for trade secrets and proprietary information that has been clearly identified as such by Proposer Provided however, that such trade secret and proprietary information will be subject to disclosure as required under the Public Information Act.

**D. Modification of Proposal**

A Proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals Such letters must be postmarked and received by the County Purchasing Agent prior to the submission deadline Alterations made before opening time must be initialed by the Proposer guaranteeing authenticity Proposals 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 tentative award of contract

# SPECIAL PROVISIONS
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**E. Changes in Specifications**

If it becomes necessary for the County to revise any part of this RFP, a written notice of such revision will be provided to all proposers requesting this proposal packet The County is not bound by any oral representations, clarifications, or changes made in the written specifications by County employees, unless such clarification or change is provided to prosper in a written addendum from the Purchasing Agent Proposers should inquire prior to submission deadline whether any addenda to the RFP have been issued as the successful Proposer will be required to abide by any such addenda

**F. Signature of Proposals**

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN) Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer there to and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties

**G. Withdrawal of Proposal**

Properly signed proposals may be withdrawn any time prior to proposal opening time However, a proposal not withdrawn prior to its opening time is considered a firm offer and cannot be withdrawn without approval by the Commissioners' Court

The County reserves the right to award this contract not necessarily to the Proposer with the lowest proposed bid, but to the Proposer that demonstrates the best ability to fulfill the requirements of the RFP

The successful Proposer will perform all services indicated in the proposal and in compliance with the contract

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered non-compliant.

The invitation to submit a proposal which appears in the newspaper, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by The Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract

# SPECIAL PROVISIONS
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**H. Dispute after Award**

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting there from may protest The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise there to 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 Commissioners' Court will be final. The Commissioners' Court need not consider protests until this procedure is followed

**I. Proposer Expenses**

Costs and expenses relating to the preparation of a proposal and its submission shall be borne solely by the Proposer The County is not responsible for any cost or expense incurred by any Proposer in the preparation or submission of its proposal

**J. Format for Proposal**

In order for the proposal to be considered responsive, the Proposer must respond to each and every component outlined in the order shown in this RFP using the format prescribed for each component. A proposal that fails to follow this format or that takes exceptions, or is incomplete or conditional may be rejected as being non-responsive Proposals must be clear and concise The determination to reject a proposal as being non-responsive shall be at the sole discretion of the Purchasing Agent.

**K. Exceptions/Alternatives (Options)**

The Proposer must list on a separate sheet of paper any exceptions to the conditions of the RFP including the attached contract This sheet will be labeled "Exceptions to RFP conditions" and will be attached to the proposal If no exceptions are stated, it will be understood that all general and specific conditions of the RFP, including the contract, will be complied with, without exception

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered Any proposed decrease or increase in cost should also be stated in the proposal

The County reserves the right to offer these alternatives to other proposers

**L. Ad Valorem Taxes**

The Proposer shall be responsible for any ad-valorem taxes assessed by any governmental entity on its leasehold and shall pay such taxes prior to the date of delinquency Provided however, that nothing herein shall prevent a Proposer from legitimately challenging the validity of an ad-valorem tax assessment

**M. Commissioners' Court**

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties

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Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County Only the Commissioners' Court action as a body may enter into a contract on behalf of and contractually bind the County Additionally, department heads and 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 County Legal Department prior to being accepted and signed by the County's authorized representative

**N. Patent and Copyright Protection**
The Proposer agrees as its sole expense to protect the County from claims involving infringement of patents or copyrights.

**O. Sovereign Immunity**
The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract

**P. Mergers, Acquisitions**
The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted

If subsequent to the award of any contract resulting from the RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County

In addition, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition

**Q. Delays**
The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County There shall be no additional costs attributed to these delays should any occur Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract

**R. Accuracy of Data**
Information and data provided through this RFP are believed to be reasonably accurate.

**S. Subcontracting/Assignment**
Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

**T. Independent Contractor**
Proposer expressly acknowledges that it is an independent contractor Nothing in this agreement is intended nor shall be construed to create an agency relationship, and

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# INDIGENT BURIAL SERVICES
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employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing Indigent Burial Services

U. **Monitoring Performance**
The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided

V. **Control, Supervision, and Approval Authority**
Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Community Services Director or his designated representative who for the purpose of this contract are

**Lanny Brown, Director of Community Services**
722 Moody Avenue – Fifth (5th) Floor
Galveston, Texas 77550
Telephone: (409) 770-5545
Fax: (409) 770-5591
E-mail. Lanny Brown@co.galveston.tx.us
And
**Crystal Sargent, Assistant Director of Community Services**
123 Rosenberg- Suite 4127
Galveston, Texas 77550
Telephone (409) 770-5547
E-mail Crystal.Sargent@co galveston tx us

W. **Bidder's Bond**
A bidders' bond is not required for this Request for Proposal.

X. **Performance and Payment Bonds**
Performance and Payment Bonds are not required for this Request for Proposal

7 **CORPORATE EXPERIENCE**
Included in this section, the Proposer shall provide a summary of its current and recent history of past performances relating to providing Indigent Burial Services. Please address the following information for each item listed below

A. **Company Profile**
1 Specify the date organized and type of organization (partnership, corporation, etc ) for providing Indigent Burial Services Include a brief history of the organization, management structure, current services provided, and any other relevant information pertinent to demonstrating the Proposer's capability Include location of corporate headquarters, parent company identification, and subsidiary or affiliate identification (if applicable)

# SPECIAL PROVISIONS
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2 Describe a minimum of two, if any, similar or larger communities with whom you presently have or have provided Indigent Burial Services All proposers are to notate if Indigent Burial Services have not previously been provided by the company All proposers are to include the following information

- Client name, address, and telephone number,
- Date of original contract and expiration date,
- Number of renewals, if applicable

3 List all contracts lost or not renewed in the last three years and list contact person and telephone number for those contracts Please provide a narrative describing reason that contracts have not been renewed Proposer must specifically identify any contracts from which they have asked to be relieved or any contracts that have been cancelled prematurely.

4 Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the Proposer's ability to provide services proposed Discuss any announced pending mergers or acquisitions which affect the information on corporate organization listed above.

5 Describe other current or anticipated contractual obligations that have been awarded that will coincide with terms of this contract

6 Provide an organization chart delineating corporate office organizational structure Include a project organizational chart showing your proposed service team for this contract

Proposer is cautioned that it is Proposer's sole responsibility to submit information related to the evaluation categories and that the County of Galveston is under no obligation to solicit such information if it is not included with the proposal Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's proposal

The County reserves the right to consider historic information and facts gained from the Proposer's proposal, references, or other objective data in the evaluation process

**B. Financial Statements**

If requested, Proposer shall provide audited financial statements that have been audited by an independent Certified Public Accountant (CPA) or CPA firm for the preceding two-year period

If Proposer is a wholly owned subsidiary of another company or corporation, and Proposer does not posses audited financial statement, then unaudited financial statements for the subsidiary for the preceding two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement Audited financial statements shall be submitted to the County annually during the term of this contract

# SPECIAL PROVISIONS
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Proposer shall provide the two most recent Dun & Bradstreet ratings for the company, and for the parent corporation, if applicable

C **References**
Proposer shall use the Proposal Response Sheet provided to provide the following reference information

1 The names, business address, and telephone and facsimile numbers of at least three (3) individuals and/or organizations who can attest to the proposer's capability of the Proposer to carry out the requirements in this proposal

2 The names, business address, and telephone and facsimile numbers of at least three (3) of Proposer's major suppliers who can speak to the financial capability of the Proposer to carry out the requirements in this proposal

Proposer may supplement on separate pages if it desires to provide more than the minimum references

D. **Proposer Qualifications**
Proposer expressly affirms and certifies that it

1. is a duly qualified, capable, and otherwise bondable business entity,
2 has a minimum of five (5) years experience in the provision of Indigent Burial Services,
3. is not in receivership,
4 does not owe any back taxes within Galveston County, Texas,
5 is able and capable of performing its duties under this contract through its own resources without subcontracting or assignment,
6 is normally engaged in this type of business, and
7 is familiar with and will abide by all laws, regulations, and customs applicable to this type of service

E. **Noncompliance with required RFP Information**
Any Proposer unable to comply with any requested information must furnish the reason for such inability

F **Disaster/Contingency Plan**
Proposer will submit a contingency emergency plan to provide services in the event of a force majeure

G. **Licenses/Permits**
All licenses or permits required by any State, County, or other governmental authority shall be secured by Proposer at its sole cost and expense.

8. **PERSONNEL SERVICES:**

A. **Compliance with Applicable Employment Laws**

1. **Affirmative Action** The Proposer and subcontractor where applicable, will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, ethnicity, national original, disability, or veteran status

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Proposer will take affirmative action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their race, color, age, religion, sex, ethnicity, national origin, disability, or veteran status Such action shall include, but not limited to, the following layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship The Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices of employment

The Proposer or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, ethnicity, national origin, disability, or veteran status

2. **Drug Free Workplace Act** Proposer will provide any and all notices as may be required under the Drug-Free Workplace Act of 1988.

3. **Americans with Disabilities Act** Proposer will comply with any and all applicable provisions of the Americans with Disabilities Act

4. Proposer agrees to comply with all other state and federal laws governing employment

9. **CONTRACT TERM AND TERMINATION**

A. **Initial Term**
The contract shall be for an initial term of one (1) year as set forth in this RFP.

B. **Option to Renew**
The contract may be renewed on an annual basis for a maximum period of two (2) additional one-year periods Proposer shall have a duty thirty (30) days prior to the expiration of the contract to inquire of the County Purchasing Agent whether the contract will be renewed Each option to renew shall be exercised in writing solely at the discretion of the County, subject to any requested changes to terms and conditions as are agreed to by the County and the Proposer at the time of each renewal, and further, only if all terms and conditions, except those affecting the mutually agreed to changes, remain unchanged. Each option shall be exercised through the issuance of a supplemental agreement extending the contract period County will attempt to exercise each option and execute the supplemental agreement not sooner than ninety (90) days prior to expiration of the contract nor later than thirty (30) days prior to the last day of the contract period Failure of the County to comply with this time guideline will not impair the ability of the County to extend the contract Each option to renew may not cover more than a one (1) year period

C. **Maximum Combined Period**
The combined maximum period, including the initial term and renewals, shall not exceed three (3) years

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**10. DOCUMENTATION**

Proposer shall respond to each and every component in the order of this RFP In addition, Proposer must include the following with its proposal or subsequent to award as applicable

A Exceptions to RFP Conditions, if applicable;

B Describe and label any alternatives to proposal, if applicable,

C Certificate of insurance and original endorsement,

D All items required under Corporate Experience, (use form provided for reference information and notice information),

E. Disaster/Contingency plan,

F Policy on press relations,

G Description of quality control and audits,

H FEIN Number,

I Signature of authorized representative on Proposal Response Sheet - Proposal,

J Complete mailing address of Proposer, including telephone number and facsimile number and name of authorized representative,

K Information on mergers or acquisitions in which the Proposer is involved, if any

*The remainder of this page intentionally left blank*

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**Proposal Response Sheet – Notice, Reference, FEIN, Mailing Address, and authorized Representative information**

Proposer must include its Federal Employer Identification Number in its proposal.

Proposer's Federal Identification Number is

_____

Proposer shall give its complete mailing address

Proposer's complete mailing address is

_____
_____
_____
_____
_____

An authorized representative of the Proposer shall sign, warranty and guarantee, and tender the proposal For assistance in ensuring that the County is able to identify the authorized representative, please either type or print clearly, in ink, the following

The name of the authorized representative is

_____

The title of the authorized representative is

_____

Proposer shall use this form to provide the information for notice

1 Contact information for notice

Name _____
Address _____
_____
Telephone number _____ Facsimile number _____

2 If a copy of notice is requested, please complete below

Name _____
Address _____
_____
Telephone number _____ Facsimile number _____

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

3 If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information Proposer shall use this form to provide minimum required reference information If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary reference Information "

1 References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal

Name of Organization._____
Name of Person _____

Title of individual within Organization, if applicable _____
Business address _____
_____
Telephone number _____Facsimile number _____

Name of Organization _____
Name of Person _____
Title of individual within Organization, if applicable._____

Business address _____
_____
Telephone number _____Facsimile number _____

Name of Organization _____
Name of Person _____
Title of individual within Organization, if applicable._____
Business address._____
_____
Telephone number _____Facsimile number._____

2 References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal

Business Name of Supplier _____
Name of Person._____
Title of individual within business _____
Business address _____
_____
Telephone number _____Facsimile number _____

Business Name of Supplier._____
Name of Person _____
Title of individual within business _____
Business address _____
_____
Telephone number _____Facsimile number _____

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

Business Name of Supplier _____
Name of Person _____
Title of individual within business _____
Business address _____
_____
Telephone number _____ Facsimile number _____

****The rest of this page intentionally left blank****

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

**Proposal Response Sheet**

Proposer, _____, hereby proposes to provide Indigent Burial Services Proposer hereby agrees to all of the terms and provisions in the Request for Proposal All exceptions and alternatives stated, and Proposal Response Sheets, all of which are incorporated into Proposer's proposal

**IF PROPOSING AN ALTERNATIVE, PROVIDE THE ALTERNATIVE WITH THIS PROPOSAL RESPONSE SHEET.**

Name and Address of Proposer

_____

_____

_____

_____

Telephone Number _____

Facsimile Number _____

Signature of Principal able to bind Proposer

_____

Name _____

Title _____

Date _____

Addendums Received #1_____, #2_____, #3_____, #4_____

RFP #: B112028
OPEN: 08/02/2011
2:00 PM

# SPECIAL PROVISIONS
# INDIGENT BURIAL SERVICES
# GALVESTON COUNTY, TEXAS

**Proposal Response Sheet – Line Item Details**

**All proposers must submit pricing information on this sheet**

| Item # | Code | Description | Quantity | Units | Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| 0001 | 95200 | INDIGENT STANDARD BURIALS | 35 | EA | _____ | _____ |
| 0002 | 95200 | INDIGENT STANDARD CREMATIONS | 10 | EA | _____ | _____ |

**The rest of this page intentionally left blank**

# AGENDA ITEM #8

OFFICE of the ATTORNEY GENERAL
STATE OF TEXAS

# Texas Statewide Automated Victim Notification Service (SAVNS) FY12 Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

| Grantee: | Galveston | Contract Number: | 1224377 |
|---|---|---|---|

| Yes | No | Grantee Responsibility |
|---|---|---|
| X | | As of the date below, SAVNS Jail Records are on production and available. |
| | | - If 'No', how many days have your SAVNS Jail Records been unavailable? |
| | | -Date the Certified Vendor was notified? |
| | | -Reason SAVNS Jail Records are unavailable? |
| | X | As of the date below, SAVNS Court Records are on production and available |
| | | -If 'No', how many days have your SAVNS Court Records been unavailable? |
| | | -Date the Certified Vendor was notified? |
| | | -Reason SAVNS Court Records are unavailable? |
| X | | SAVNS Problem Log records note all problems and resolutions. |
| X | | VINEWatch reviews are conducted on a regular basis |
| X* | | Program Coordinator/Grant Contact keeps a SAVNS grant file |

Check 'Yes' or 'No' for each responsibility

---

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

**County Verification**

Mark Henry
**Signature**

Mark Henry
**Printed Name**

County Judge
**Title**

September 26, 2011
**Date**

**Explanation/Comments:**

X* VINE Coordinator does keep a file, but the Grants Coordinator maintains the grant file and there is access on P drive.

* The county has implemented a new court management system "Odyssey, it is a three component process. The civil and Probate is on line, but the criminal component is not. For now, the projected go-live date is March 5, 2012.

*** This document must be submitted as an attachment to the invoice in order to receive payment for costs associated with Annual Maintenance. Please keep a copy in your files.

# AGENDA ITEM #9

# COUNTY OF GALVESTON

On this the 4th day of October, 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,**
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**
**Stephen D. 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

**Whereas**, there are currently 25 organized **4-H clubs** within Galveston County with 603 youths participating in the **4-H Program,** led by 224 volunteers in Galveston County, and

**Whereas**, outreach efforts of the **4-H Program** in the past year reached 7,769 youth through eighteen special interest groups and curriculum enrichment supported by 571 adult volunteers in Galveston County, and

**Whereas**, the **4-H Program** is sponsored in Texas by **Texas Agrilife Extension** of the **Texas A&M University System** and is open to all youths between the ages of nine (9) and eighteen (18) years of age regardless of socioeconomic level, race, sex, religion, disability or creed, and

**Whereas**, the **4-H Program** is also an adult educational program with over 50,000 adult volunteers who make a positive contribution to the community, be it urban, rural or a mixture thereof through community service and citizenship activity, and

**Whereas**, support of the **4-H Program** is an investment in the education and development of millions of boys and girls who are our nation's most precious resource, and

**Whereas**, the **Commissioners' Court of Galveston County, Texas**, enthusiastically endorses and supports the **Galveston County 4-H Program**, and

**Whereas**, the week of **October 2-8, 2011**, has been designated as **National 4-H Week**, and

**Whereas**, it is the desire of the **Commissioners' Court of Galveston County** to pay tribute to this worthwhile organization

**Now, Therefore Be It Resolved** that the **Commissioners' Court of Galveston County** takes great pride in designating the week of **October 2-8, 2011**, as **4-H Week** in all of Galveston County

**Be it Further Resolved,** that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to the **4-H Program of Galveston County.**

**Upon Motion Duly Made and Seconded**, the above Resolution was unanimously passed on this the 4th day of October 2011

**Attest**

Brandy Chapman
**Dwight D Sullivan, County Clerk**
By Brandy Chapman, Deputy

**County of Galveston, Texas**

Mark Henry
**Mark Henry, County Judge**

Patrick F. Doyle
**Patrick F. Doyle, Comm., Pct. #1**

Stephen D. Holmes
**Stephen D. Holmes, Comm., Pct #3**

Kevin D. O'Brien
**Kevin D. O'Brien, Comm , Pct. #2**

Kenneth Clark
**Kenneth Clark, Comm., Pct. #4**

# AGENDA ITEM #10

# COUNTY OF GALVESTON

On this the 4th day of October, 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;**
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**
**Stephen D. 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

**Whereas,** square dancing is a time honored way for people of all ages to enjoy good wholesome family entertainment that not only incorporates the benefits of physical exercise but affords its participants an opportunity to mingle with existing friends and to meet new ones, and

**Whereas,** the tradition of Square and Round Dancing, oftentimes described as **"Fun and Friendship Set to Music"** stems from 19th century weekend hoedowns Frontiersmen and frontierswomen, after working physically hard during the week, gathered with friends and family of all ages for an evening of recreation and relaxation. Doing so helped its participants to maintain good mental and physical health during those difficult times It also afforded young people an opportunity to become acquainted and to develop their artistic expertise; and

**Whereas,** the **Houston Square and Round Dance Council, Inc.** will, on **October 28-30, 2011**, host its **63rd Annual Hoedown** at the **Moody Gardens Convention Center**, celebrating a rich and vibrant tradition and providing participants, young and old, with the opportunity to enjoy the camaraderie of dancers from clubs throughout the regional area, and

**Whereas,** the **Commissioners' Court of Galveston County, Texas**, wishes to congratulate the **Houston Square and Round Dance Council, Inc.** on its upcoming event and desires them to have a successful and fun-filled weekend In addition, the Court wishes to call this gathering to the attention of all citizens of Galveston County and encourages them to attend the upcoming festivities

**Now, Therefore, Be It Resolved,** that the **Commissioners' Court of Galveston County, Texas**, hereby proclaims **October 28-30, 2011**, as **Square and Round Dance Weekend** throughout Galveston County and urges all citizens of the County to avail themselves of the celebration at the **Moody Gardens Convention Center**

**Be it Further Resolved,** that a copy of this Resolution be spread upon the minutes of this Court and that the original herein be presented to **Charles and Twyla Woody, Presidents of the Houston Square and Round Dance Council, Inc.**

**Upon Motion Duly Made and Seconded,** the above **Resolution** was unanimously passed on this 4th day of October, 2011

**Attest:**

Brandy Chapman
**Dwight D. Sullivan, County Clerk**
By Brandy Chapman, Deputy

**Patrick F. Doyle, Comm., Pct. #1**

**Kevin D. O'Brien, Comm., Pct. #2**

**County of Galveston, Texas**

By:
**Mark Henry, County Judge**

**Stephen D. Holmes, Comm., Pct #3**

**Kenneth Clark, Comm., Pct #4**

# AGENDA ITEM #11

# Cheryl E. Johnson
## Assessor And Collector of Taxes
## Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
CherylEJohnson@co.galveston.tx.us


September 27, 2011

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 |
|---|---|---|
| 4211-0000-0079-000 | $2,828.78 | Supplemental Adjustment |
| 86.00-0657-7551-000 | $2,525.46 | Supplemental Adjustment |

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

2009 Supp#13

Refunds over $2500

| | | |
|---|---|---|
| 4211-0000-0079-000 | James & Cynthia O'Donnell | $2,828 78 |
| 8600-0657-7551-000 | K.B. Toys Outlet #4284 | $2,525 46 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

# AGENDA ITEM #12

**Technique Data Systems, Inc**
Phone 972-772-5040
Fax 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

# Contract

No **1528**

Date 3/27/2009

**Account Name.** Galveston County Voter **Account Number** 4372

Basis Time Period Time Remaining 375 days

Type of contract is a ANNUAL, SOFTWARE MAINTENANCE and number of items covered on this contract are, 1 00 This contract was created on 3/27/2009 This contract starts on 10/1/2011 and ends on 9/30/2012 The contract price is $1,800 00

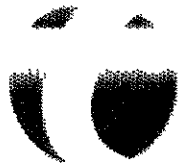
| Status | Billing Cycle | Total Billed | Last Billing | Billed Thru | Tax Code | Payment Method | Assigned Tech |
|---|---|---|---|---|---|---|---|
| ACTIVE | Annual | $ 0 00 | | | | Net Due | |

**Items for Account: Galveston County Voter, No. 4372, ID: GALVESTON COUNTY 722 Moody Avenue Galveston TX 77550-2317**

**Item ID: SOF-AT FORMXTR: SECURE REMIT DOCS Description: FORMXTR: SECURE REMIT DOCS**

Warranted Thru 6/27/2009 Customer Inventory Yes

| Serial Number | Start Date | List Price | Yearly Price | Renewal List |
|---|---|---|---|---|
| RM7-TQD-53852-BEA6B | 10/1/2011 | $ 8,000 00 | $ 1,800 00 | |



**Technique Data Systems, Inc**
Phone 972-772-5040
Fax 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

# Contract

No **1527**

Date 3/27/2009

---

**Account Name** Galveston County Voter **Account Number.** 4372

Basis Time Period Time Remaining 375 days

Type of contract is a ANNUAL, EQUIPMENT MAINTENANCE and number of items covered on this contract are, 1 00 This contract was created on 3/27/2009 This contract starts on 10/1/2011 and ends on 9/30/2012 The contract price is $575 00

| Status | Billing Cycle | Total Billed | Last Billing | Billed Thru | Tax Code | Payment Method | Assigned Tech |
|---|---|---|---|---|---|---|---|
| ACTIVE | Annual | $ 0 00 | | | | Net Due | |

**Items for Account: Galveston County Voter, No. 4372, ID: GALVESTON COUNTY 722 Moody Avenue Galveston TX 77550-2317**

**Item ID: EQU-CANON DR 4010C Description: CANON DR 4010C DOC. SCANNER**

Warranted Thru 6/27/2009 Customer Inventory Yes

| Serial Number | Start Date | List Price | Yearly Price | Renewal List |
|---|---|---|---|---|
| DW304972 | 10/1/2011 | $ 3,500 00 | $ 575.00 | |

Contact Mr Vance Ready Phone (409) 766-2474

# AGENDA ITEM #13a

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com



RECEIVED
SEP 19 2011
GALVESTON COUNTY JUDGE


July 19, 2011

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

RE: Request for waiver of penalty & interest
3152-0001-0031-000
Rodney & Stephanie Orgeron

Dear Judge Henry

Mr Orgeron is requesting a waiver of the penalty and interest assessed on the account number referenced above

According to the Texas Property Tax Code **Section 31.06(d)** " . **If a check or money order accepted in payment of taxes or the invoice for a payment of taxes by credit card is not duly paid or honored**, the amount of any charge against the taxing unit for processing the check, order, or credit card invoice is added to the amount of tax due in the same manner as penalties and interest are added for taxes that are delinquent The tax lien on the property also secures payment of the amount of the charge "

The claimant's bank has submitted a letter stating the check was returned in error and the funds were available for this account at the time it was submitted They also ask to not have the bank error reflect upon the integrity of their customer's account

| Account | Year | Refund |
|---|---|---|
| 3152-0001-0031-000 | 2010 | $326 26 |

Sincerely,

Cheryl E Johnson

Rodney J. Orgeron

5022 Gulf Stream Lane

Bacliff, Texas 77518

April 6, 2011

Ms. Erma Evans

Office of Galveston County Tax Collector

Dear Ms. Evans:

On February 9, 2011, I emailed a letter to Mr. Alexander Makris, explaining why our check for 2010 property taxes had been mistakenly returned by Amegy Bank. Amegy sent a letter to the Galveston County Tax Office, on their letterhead, assuming responsibility for the error.

As of today, our property tax account still shows a balance due for the penalty charges that were incurred because of the returned check. I am sending this letter as a follow up, to insure that this matter hasn't inadvertently been overlooked.

Please feel free to contact either me or my wife, Stephanie, at 832-864-2781 or 337-274-5124.

Thank you for your consideration.

Sincerely,

Rodney Orgeron

Account Number: 315200010031000

Amegy Bank of Texas
PO Box 27459 • Houston Texas 77227-7459
www.amegybank.com

AmegyBank of Texas

August 11, 2011

Galveston County Tax Office

To Whom It May Concern

Earlier in the year, we returned a check drawn on our client's account 0053548317 and in the name of Stephanie Y Orgeron and Rodney J Orgeron The check number was ck #1004 dated 01/25/2011 and payable to Galveston County Tax Office

The check was returned in error, as the clients did have on deposit in the account funds to pay this item We apologize for any inconvenience this may have caused you or our client

Should there be additional questions, I can be reached at (281) 337-9301

Gene Smith
Banking Center Manager

# AGENDA ITEM #13b

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409 766-2479 Office 409-766-2284
www galcotax com



RECEIVED
SEP 19 2011
GALVESTON COUNTY JUDGE


September 13, 2011

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

RE: Request for refund of penalty & interest
8600-0463-5793-000
Sabzevari, Mehrdad

Dear Judge Henry:

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 business owner states, in the latter part of 2007 he established a business in Dickinson, Texas, and the Galveston Central Appraisal District registered the business in the name of the landlord. He also states he did not receive a statement of taxes due until May of 2009, nor was he mailed an appraisal notice

The April 2009 name and address tape was loaded in our system on May 11, 2009, changing the name to the new owner and additional time to pay was given to pay the taxes without fees (Exhibit A).This obligation was not met in a timely manner.

This delinquency or omission was not caused by any of the tax office or any other government agency

| Account | Year | Waiver |
|---|---|---|
| 8600-0463-5793-000 | 2008 | $956 17 |

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Honorable Commissioner's Court
Galveston County
722 Moody Avenue
Galveston, Texas

May 25, 2011

RE Tax P&I waiver re: acct: 8600-0463-5793-000

In the latter part of 2007, I established a business in Dickinson, Texas. At that time, the appraisal district registered my business under the landlord's name instead of mine. I did not receive any notice of taxes due or any notice of challenges to the appraisal value or any notice or copies of the tax bill until May of 2009.

I contracted with the tax office to pay the taxes and, to date, the principle has been met. Please accept this letter as my formal request for waiver of the penalties and interest this account.

Sincerely yours,

Mehrdad Sabsevari
281-923-7225

Exhibit "A"

# 2008 CORRECTED SUPPLEMENTAL STATEMENT

CHERYL E. JOHNSON, TAC
GALVESTON COUNTY TAX OFFICE
P.O. Box 1169
Galveston, Texas 77553-1169

COPY

**Certified Owner:**
SABZEVARI MEHRDAD
2610 KENTUCKY AVE
LEAGUE CITY, TX 77573

**Legal Description:**
BUSINESS PERSONAL PROPERTY

**Legal Acres:** 0000
**Account No:** 8600-0463-5793-000
**Parcel Address:** 4203 NICHOLS AVE
**As of Date:** 05/14/2009
**Print Date:** 05/14/2009

| Market Value | | Appraised Value | Assessed Value | Capped Value | Homesite Value | Agricultural Market Value | Non-Qualifying Value |
|---|---|---|---|---|---|---|---|
| Land | Improvement | | | | | | |
| $0 | $106,883 | $106,883 | $106,883 | $0 | $0 | $0 | $106,883 |

| Taxing Unit | Assessed Value (100%) | Exemptions | | Taxable Value | Tax Rate | Tax |
|---|---|---|---|---|---|---|
| | | Code | Amount | | | |
| GALVESTON CO | $106,883 | | $0 00 | $106,883 | 0 558600 | $656 76 |
| ROAD & FLOOD | $106,883 | | $0 00 | $106,883 | 0 011400 | $13 40 |
| DICKINSON ISD | $106,883 | | $0 00 | $106,883 | 1 500000 | $1,763 58 |
| CITY DICKINSON | $106,883 | | $0 00 | $106,883 | 0 408600 | $480 39 |
| MAINLAND COLL | $106,883 | | $0 00 | $106,883 | 0 221640 | $260 59 |
| WCID NO 1 | $106,883 | | $0 00 | $106,883 | 0 220260 | $258 96 |

**Total Tax.** $3,433 68
**Total Tax Paid to date:** $0.00
**Total Tax Remaining:** $3,433 68

**Exemptions:**

**AMOUNT DUE IF PAID BY THE END OF:**

| MAY 2009 0% | JUN 2009 0% | JUL 2009 13 + up to 20% | AUG 2009 14 + up to 20% | SEP 2009 15 + up to 20% | OCT 2009 16 + up to 20% |
|---|---|---|---|---|---|
| $3,433 68 | $3,433 68 | $4,656 07 | $4,697 27 | $4,738 47 | $4,779 67 |

**School Information:**
**DICKINSON ISD** 2008 M&O 1.0400000 I&S .46000000 Total 1 5000000 2007 M&O 1.0400000 I&S .39000000 Total 1 4300000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

4 1 20

**Print Date:** 05/14/2009

**PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO.**

CHERYL E. JOHNSON, TAC
GALVESTON COUNTY TAX OFFICE
P O Box 1169
Galveston, Texas 77553-1169
409-766-2285, 281-316-8719

* 8 6 0 0 0 4 6 3 5 7 9 3 0 0 0 *

8600-0463-5793-000
SABZEVARI MEHRDAD
2610 KENTUCKY AVE
LEAGUE CITY, TX 77573

**AMOUNT PAID:**
$_____

0000000P503139 0000343368 0000343368 0000465607 0000469727 9

# AGENDA ITEM #13c&d

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com



RECEIVED
SEP 19 2011
GALVESTON COUNTY JUDGE


July 18, 2011

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

RE: Request for refund of penalty & interest
6240- 0168- 0027 -000 & 6240- 0168- 0031 -001
Vu, Dzung Huu

Dear Judge Henry

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 "

In January of 2010 the homeowners purchased the new property tax accounts listed above They did not receive a statement as the statements had already been mailed to the previous owners. The representative from the Galveston Central Appraisal District states the address changes for the accounts was submitted on June 7th, 2011 Once the name change was processed, the owner information changed to Mr Vu and a statement of taxes due was mailed since there was a balance The taxes on these accounts have been paid with the fees included

This delinquency or omission was not caused by any of the tax office or any other government agency

| Account | Year | Waiver |
|---|---|---|
| 6240-0168-0027-000 | 2010 | $ 72.20 |
| 6240-0168-0031-001 | 2010 | $ 1 60 |

Sincerely,

Cheryl E Johnson

# AGENDA ITEM #13e

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766 2284 Fax 409-766-2479 Office 409-766-2284
www galcotax com



RECEIVED
SEP 19 2011
GALVESTON COUNTY JUDGE


September 19, 2011

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

RE: Request for Refund of Penalty & Interest
3505-0143-0006-000
Peter & Wendie Chen

Dear Judge Henry:

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 homeowners did not receive a statement of taxes due and states it was mailed to the incorrect address They stated a notification was sent to the Tax Office and CAD in June of 2009. The CAD verified a notification of the address change was received in their office August 8, 2011.

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

| Account No. | Year | Refund |
|---|---|---|
| 3505-0143-0006-000 | 2009 | $ 2,202 83 |

Sincerely,

Cheryl E. Johnson

# AGENDA

# ITEM

# #13f

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com


September 16, 2011

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

RE: Request for refund of penalty & interest
6410-0001-1110-000
William H French

Dear Judge Henry:

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 taxpayer states he did not receive his 2010 tax statement in a timely manner. The statement was mailed to the address listed on the account at the time (10811 San Luis Pass Rd, Galveston, TX 77554) The statement was returned labeled "undeliverable" because the address included no unit number

Inquiries at GCAD indicate that there was never a mailing address submitted by the owner The mailing information was most likely pulled from the parcel address in the recorded deed but the unit number was omitted.

| Account # | Years | Refund |
|---|---|---|
| 6410-0001-1110-000 | 2010 | $1512.97 |

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

# AGENDA ITEM #13g

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com


September 19, 2011

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

RE Request for refund of penalty & interest
Shirley Thornell
2965-0174-0008-000

Dear Judge Henry

Homeowner stated she bought the property in July of 2010 and soon after she contacted the Galveston Central Appraisal District to apply for her exemptions Her exemption of disabled person was granted immediately She contacted our office to inform us she would be paying her 2010 taxes as soon as she received her income tax refund Taxpayer is asking that penalty and interest be refunded

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 |
|---|---|---|
| 2965-0174-0008-000 | 2010 | $482 59w/$1,160 03r |

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

RECEIVED
JUL 22 2011
COLLECTIONS

FAX

FROM: Shirley Thornell
FAX # 409-974-4833

TO: Galveston County Commissioners Court
C/o Ms. Erma Evans

FAX # ~~409-765-3239~~ 409-766-2479

2 PAGES TOTAL INCLUDING THIS ONE

THIS FAX CONTAINS CONFIDENTIAL INFORMATION

Ms. Evans,

Per our phone conversation yesterday, please find attached my letter to Judge Mark Henry asking for collection and/or attorney fees be removed from the balance I owe to Galveston County for taxes. I should have my IRS funds available next week and will make payment of 3,948.56 promptly.

Thank you for your kind words and encouragement yesterday. I am thankful that we have people in our government offices that take pride in helping others.

Sincerely,
Shirley Thornell
Shirley Thornell

July 21, 2011

Galveston County Commissioners Court
Galveston County Court House
722 Moody Street
Galveston, TX 77550

RE: Notice of Delinquent Property Tax Statement from Linebarger Goggan Blair& Sampson, LLP
For ABST 628 Page 101 Lot 8 & E ½ of Lot 9 Blk 174 Denver Resurvey
5005 Crockett Blvd, Galveston, TX 77551
Account Number 296501740008000

Attention: Honorable Judge Mark Henry

Your Honor,

I purchased the above property on July 12, 2010. I contacted the Galveston County Appraisal District to find out what I needed to do to Homestead and file for a Disability Deferral on the property. It was my understanding that I was granted the Disability Deferral for the 2010 tax year and the Homestead exemption would be in effect beginning the 2011 tax year.

When I received my tax statement I immediately contacted the Tax Assessor's office. I explained that I was on a fixed income and could not pay my taxes until I received my IRS Refund for 2010. I was told that as long as I made payments, regardless of the amount, my account would not be placed for collection. I understood that I would be assessed interest on the amount due but would not be assessed any collection or attorney fees. I spoke to this office on at least 3 separate occasions. I made payments, as I could, to show good faith to make payment in full. The tax office never made a payment plan available to me or gave me any indication that this was an option.

On July 20, 2011, I received a letter from the above mentioned law firm. I had been assessed almost $2,000.00 in attorney and/or collection fees

Your Honor, it is all I can do to keep my head above water. I am on disability. I can not work. There is no way I can pay additional fees. With my tax refund I will barely be able to pay my remaining taxes of $3,948.56 and the remainder of my flood insurance on the property. I have no other source of income.

I am asking that you waive the additional collection and/or attorney fees on this account so that I may continue to live in my home. Next year my tax base will be reduced due to the Homestead and Disability Deferral on my property. Should you need any additional information, you may contact me at the above address or call my home number at 409-974-4833.

I thank you in advance for your time and consideration regarding this matter.

Respectfully,
Shirley Thornell
Shirley Thornell

# DELINQUENT TAX STATEMENT SUMMARY


CHERYL E. JOHNSON, TAC

P.O. Box 1169
Galveston, TX 77553-1169
409-766-2481, 1-877-766-2284


**Certified Owner**

THORNELL SHIRLEY
5005 CROCKETT BLVD
GALVESTON, TX 77551

**Legal Description:**

ABST 628 PAGE 101 LOT 8 & E 1/2 OF LOT 9 BLK 174 DENVER RESURVEY

**Account No: 2965-0174-0008-000** Appr Dist No. R111775

**Legal Acres:** 2040

**Parcel Address:** 5005 CROCKETT BLVD

**As of Date** 07/22/2011

**Print Date:** 07/22/2011 **Printed By:** EVANS_E

| | | | IF PAID BY END OF MONTH JULY 2011 | | | IF PAID BY END OF MONTH AUGUST 2011 | | | IF PAID BY END OF MONTH SEPTEMBER 2011 | |
|---|---|---|---|---|---|---|---|---|---|---|
| Year | Tax Units | Remaining Levy | Penalty Interest | Total | | Penalty Interest | Total | | Penalty Interest | Total |
| 2010 | 1 2 210 330 601 801 | $3 948 56 | $1,642 61 | $5,591 17 | | $1,689 98 | $5,638 54 | | $1,737 38 | $5,685 94 |
| **TOTAL AMOUNT DUE** | | **$3,948.56** | $1,642 61 | **$5,591.17** | | $1,689 98 | **$5,638 54** | | $1,737 38 | **$5,685.94** |

**Tax Unit Codes**

1 GALVESTON CO 2 ROAD & FLOOD 210 GALVESTON ISD 330 GALV CITY 601 GALVESTON COLL
801 NAVIG DIST #1

*Pay your property taxes online by visiting http //www2 co galveston tx us/tax_offices/*
*IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES*

**Exemptions:** DRH

Spoke with Mr Thornell via phone re planning her options and how to submit letter to CC. Evans

P&L letter mailed 7/22/11

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

15 1 182

**Print Date:** 07/22/2011

**Appr. Dist. No..** R111775

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

CHERYL E. JOHNSON, TAC

P.O. Box 1169
Galveston, TX 77553-1169

*29650174000800 0*

| If Paid By | Amount Due |
|---|---|
| JUL 2011 | $5,591 17 |
| AUG 2011 | $5,638 54 |
| SEP 2011 | $5,685 94 |
| **Amount Paid** | $_____ |

2965-0174-0008-000

THORNELL SHIRLEY
5005 CROCKETT BLVD
GALVESTON, TX 77551

00000R111775 0000559117 0000563854 0000568594 0000568594 2

# AGENDA

# ITEM

# #13h

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409 766-2479 Office 409-766-2284
www galcotax com


September 19, 2011

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

RE: Request for refund of penalty & interest
Account 3267-0000-0261-000
Harbour Classic Builders LLC

Dear Judge Henry.

Texas Property Tax Code Section 1 08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if.

1. It is sent by regular first-class mail, properly addressed with postage prepaid; and
2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

The in-house postage on the envelope was marked January 31, 2011 however, the United States Postal Service postmark date is February 1, 2011 which is the date our office is required to use to post tax payments

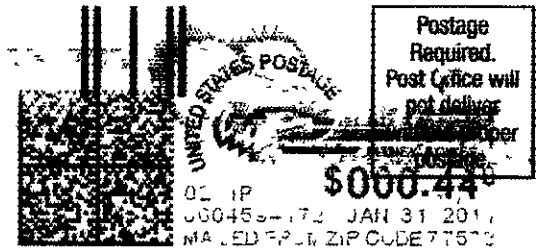
| Account Numbers | Year | Refund |
|---|---|---|
| 3267-0000-0261-000 | 2010 | $ 343 23 |

Sincerely,

Cheryl E. Johnson

FROM [illegible]
555 South Shore Blvd. Ste B
League City, TX 77573

**IMPORTANT!**
**REPLY MAIL**




CHERYL E JOHNSON
ASSESSOR AND COLLECTOR OF TAXES
PO BOX 4902
HOUSTON TX 77210-4902

# AGENDA

# ITEM

# #13i

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com



RECEIVED
SEP 19 2011
GALVESTON COUNTY JUDGE


September 16, 2011

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

RE: Request for refund of penalty & interest
Account 5471-0000-0403-000
Cori P Reach

Dear Judge Henry.

Texas Property Tax Code Section 1.08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if.

1 It is sent by regular first-class mail, properly addressed with postage prepaid, and
2 It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

The Taxpayer sent his payment via Federal Express Priority Overnight on January 31, 2011 the payment reached our office on February 3, 2011, since there was no United States Postal Service postmark which is the date our office is required to use to post tax payments The payment was posted using the date it was received.

| Account Numbers | Year | Refund |
|---|---|---|
| 5471-0000-0403-000 | 2010 | $ 321.45 |

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

# AGENDA

# ITEM

# #13j

# Cheryl E. Johnson, RTA

**Assessor and Collector of Taxes**
**Galveston County**
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax: 409-766-2479 Office 409-766-2284
www.galcotax.com


September 19, 2011

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

RE. Request for Refund of Penalty & Interest
3200-0000-0079-000
Tackett Family Revocable Trust

Dear Judge Henry·

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 property owner purchased a house in Oklahoma "just in case" another storm hit the Island and indicated not knowing the exemptions would be removed from the Galveston property resulting in higher taxes, and penalty and interest.

| Account No. | Year | Refund |
|---|---|---|
| 3200-0000-0079-000 | 2008 | $ 424.60 |
| 3200-0000-0079-000 | 2009 | $ 224 39 |

Sincerely,

Cheryl E. Johnson

# AGENDA ITEM #14

**AGREEMENT TO TERMINATE**
**PARTICIPATING PROVIDER SERVICES AGREEMENT**

This termination agreement (this "Termination") is made and entered into as of the 26th day of September, 2011 by and between the Galveston County Indigent Health Care Program ("Payor") and Texas Gulf Coast Medical Group ("Provider")

**RECITALS**

***WHEREAS***, Payor and Provider are parties to a Galveston County Indigent Health Care Plan Participating Provider Services Agreement effective December 15th, 2009 (the "Provider Agreement"); and

***WHEREAS***, Payor and Provider desire to terminate the Provider Agreement.

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows.

**ARTICLE I**
**TERMINATION OF PROVIDER AGREEMENT**

1.01 Termination. On the terms set forth herein, Payor and Provider mutually agree to terminate the Provider Agreement.

1.02 Effective Date. The Effective Date of this Termination shall be September 26, 2011, (the "Effective Date")

**ARTICLE II**
**CONTINUED OBLIGATIONS UNDER PROVIDER AGREEMENT**

The parties shall have no continued obligations under the Provider Agreement, with the exception of any obligations accruing prior to the date of termination and any obligations or agreements that expressly extend beyond the Effective Date.

***ARTICLE III***
**GENERAL PROVISIONS**

3.01 Entire Agreement. Each party hereto acknowledges that this Termination embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought

3.02 Identical Counterparts This Termination may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall

collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for

3.03 Representation and Construction By executing this Termination, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

IN WITNESS WHEREOF, the parties have entered into this Termination to be effective as of the Effective Date.

**PAYOR:**

**GALVESTON COUNTY INDIGENT HEALTH CARE PROGRAM**

By: _____
Mark Henry, County Judge

**ATTEST:**

**DWIGHT D. SULLIVAN, County Clerk**
**Galveston County, Texas**

By: _____ Deputy
**Brandy Chapman**

**PROVIDER:**

**TEXAS GULF COAST MEDICAL GROUP**

By _____

Printed Name: Michael Lyons, DO

Title: President

# AGENDA ITEM #15

# FREDDIE POOR
## Sheriff
## Galveston County

September 28, 2011

TO The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

RE Second Amendment to Agreement for School Liaison Officer Program, Texas City ISD

Gentlemen

On behalf of Sheriff Poor, please accept this letter and attached documentation detailing our Second Amendment to Agreement between Galveston County and the Texas City Independent School District for School Liaison Officer Program

This amendment, covering the third year of the existing agreement approved October 7, 2009, simply extends services and sets the compensation rate for the coming year The rate, now $31 53 per man hour, is based on existing assignment of one sergeant and four deputy sheriffs geared specifically toward providing specialized law enforcement services for the District The rate quoted includes all personnel expenses and typical administrative fees ($1 03/hour)

Texas City ISD's School Board has reviewed and approved the amendment

Your favorable consideration and approval of this matter is appreciated As always, you may contact me directly at x2369 should you have any questions.

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

cc Mr Harvey Bazaman

## SECOND AMENDMENT TO AGREEMENT BETWEEN GALVESTON COUNTY AND TEXAS CITY INDEPENDENT SCHOOL DISTRICT FOR SCHOOL LIAISON OFFICER PROGRAM

1 This **Second Amendment to Agreement** is entered into between the **County of Galveston** and **Texas City Independent School District.** Its purpose is to establish the compensation to be paid for services rendered for the period of time beginning August 15, 2011 through August 14, 2012 at midnight.

2. The parties entered into an agreement to provide School Liaison Officers beginning effective August 15, 2009. A copy of the Agreement may be found in the October 7, 2009 Commissioners' Court Minutes located in the Official Microfilm Records of the County Clerk of Galveston County, Texas under item #15

3 The parties executed an Amendment to this Agreement on October 6, 2010. A copy of this Agreement may be found in the October 6, 2010 Commissioners' Court Minutes located in the Official Microfilm Records of the County Clerk of Galveston County, Texas under item #14

4 The Agreement provides that it may be renewed upon agreement by the parties of the compensation to be paid to County.

5 The parties agree that the base compensation to be paid by TCISD to County for services rendered for the period of August 15, 2011 and ending August 14, 2012 at midnight shall be $31 53 per hour for actual hours worked by Officers as well as for Permissible Leave hours during this period of time.

6. All provisions in the original Agreement that are contrary to the provisions in this Amendment are deemed amended so as to be in compliance with the terms of this Amendment.

7 All other provisions of the Agreement will remain the same.

8 The parties further agree that the Agreement dated effective August 15, 2009 as amended on October 6, 2010 and this Second Amendment constitute the complete understanding of the parties No other representation, oral or written, between the parties, shall be of any force and effect unless specifically stated in writing in either the Agreement dated effective August 15, 2009 or these two Amendments

**Sheriff Freddie Poor** signs this Second Amendment Agreement to evidence his willingness to abide by all terms and conditions contained within the Agreement and the two Amendments that are imposed upon the Sheriff's Office.

Executed effective the 15th day of August, 2011.

**Galveston County**

**By** _____
**Mark Henry, County Judge**
**Date of Execution:** 10/4/11

**Attest:**

_____
**Dwight D. Sullivan, County Clerk**

**By:** _____ Deputy
**Brandy Chapman**

**Freddie Poor, Sheriff**

_____
**Date of Execution by Sheriff:** 10/3/11

**Texas City Independent School District**

**By:** _____
**President, Board of Trustees**
**Date of Execution by TCISD:** 9/13/11

**Attest:**

_____
**Secretary**

# AGENDA ITEM #16a

# 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

September 28, 2011

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

Re: Bid #B092038, Casebinder File Folders

Gentlemen,

The contract associated with Bid #B092038, Casebinder File Folders is scheduled for its second and final extension on October 14, 2011. The contracted vendor for this service is Data-Flex Business Products The vendor has requested an increase of approximately 7 3% on all file folders due to increases in paper prices and raw material

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

# COUNTY of GALVESTON

District Clerk
JASON E. MURRAY

September 13, 2011

Rufus Crowder
Purchasing Agent
721 Moody, 5th Floor
Galveston, TX 77550

Dear Mr. Crowder:

Please accept this letter as my notice to extend Bid #B092038, Vendor - Data Flex Business Products, LLC.

This product is our 2012 case files that hold the pleadings within the cases.

If you have any further question, please do not hesitate to call me at (409) 766-2408.

Sincerely,

Jason E. Murray,
District Clerk of Galveston County
600 59th, 4th floor
Galveston, TX 77551

**DATA-FLEX**
BUSINESS PRODUCTS

P O. BOX 33406
FORT WORTH, TEXAS 76162

September 28, 2011

Mr. Rufus Crowder
Galveston County Purchasing Agent
722 Moody (21st Street)
Fifth (5th)Floor
Galveston, TX 77550

RE: Contract Extension for Bid # B092038, Casebinder File Folders

Dear Rufus,

Data Flex would like to extend our contract with you for another year. Due to the industry price increases (see attachments), we had to increased your prices by 7%. See the attached spreadsheet for contract current pricing and with the new pricing.

This letter is to inform that due to the price increases in paper from various suppliers and the increase in freight charges, Data Flex has to increase prices on the Contract for Bid #B092038, Casebinder File Folders. Changes in cost are motivated by continued, steadfast increases in key raw materials, energy and transportation cost. We are left with no choice but to pass on these higher operating cost. Also, I am including letters from various sources substantiating the cause for increase.

Please let me know if you have any questions.

Thanks,

Art Throgmorton

***THANK YOU! WE APPRECIATE YOUR BUSINESS.***

Art,

This letter is to inform you that we will not be able to hold our pricing for another year on you job for Galveston County.

Due to the three paper price increases and another one coming in January, and the rising cost of shipping due to fuel prices we are going to have to pass along a 10% price increase to you and your company

This price should be good for the next two years as long as the paper companies and gas prices do not continue to rise too much.

Again I am sorry for having to pass along the price increase but it is necessary

Thanks you again for your business,
Ben C. Frank
BSP Filing Solutions
Owner/ Operator

123 PILSUDSKI STREET * PO BOX 1139 * KOSCIUSKO, MS 39090 * TOLL FREE (800) 356-3494 * PH: (662) 289-1022 * FX. (662) 289-7613

**dataflex**

**From:** "filing" <filing@gbscorp.com>
**Sent:** Friday, January 07, 2011 3:02 PM
**Attach:** Price increase notification doc
**Subject:** Price Increase

International Paper Company has instituted a price increase that went in effect on January 1st 2011. International paper is our primary supplier for manila and pulp dyed folder materials Other suppliers for packaging materials, adhesives, tapes and raw materials have also implemented price increases. Based on these increases, GBS is announcing a general price increase that will go into effect on March 1, 2011 The general increase will be 4%. We are in the process of updating our price list, and will make it available in electronic form soon. Custom quotations will immediately reflect our new material costs. Our last price increase was in February of 2009 We have made every effort to hold off on a price increase as long as possible We appreciate your business, and will continue to work hard to provide you the most competitive pricing, and best service possible.

Thank you for your continued support!

GBS Filing Marketing Department
800 873.4427
filing@gbscorp.com

*Valued Customer:*

FileAmerica would like to take this opportunity to thank you for all your support this year As you know, 2008 has seen substantial raw material and freight increases for us all

We have worked very hard to absorb and /or minimize these increases in order to help you meet your customer s expectations However effective January 1 2009 FileAmerica will begin passing these increases along

January 1, 2009 all jobs new and repeat (including Expressboard), will be re-quoted and given new pricing FileAmerica will have its new Expressboard book printed and distributed in January 2009 If you would like an electronic version of our expressboard catalog please email me at jonnb@fileamerica net

We would like to remind you of another change that has occurred over the last several weeks

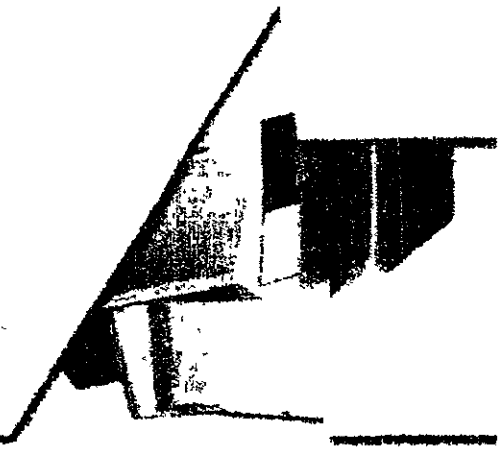
Type setting and electronic artwork modifications will be billed at $45 00 per hour (To avoid this charge please send in properly prepared artwork)

While these increases are unfortunate for us all they are necessary so that we may remain a strong and reliable supplier to you

We thank you again for your support and partnership We look forward to a bright beginning in 2009 and continued success for each of you

Sincerely

John Benton
Vice President-Operations
*America LLC*



[SPECENTERFOOTER]

America LLC

Data- Flex
PO Box 33406
Ft Worth, TX 76162

Subject 2011

Thank you for your unparalleled support during 2010. With the closing of IFC along with the fire we suffered, we know the challenges our dealer Network had to overcome

It was with your help that FileAmerica has been able to fully recover from the fire

Due to the fire we did not pass along any price increases in 2010

With 2011 here we are ready to move forward continuously improving our quality, service and on time delivery

In 2011 we will offer the following changes effective 3/01/11

1) Our QuickShip Pressboard Program will be back in full production
2) Our lead time on custom products will be reduced to 3 weeks (some exceptions may apply)
3) Our payment terms will offer an added benefit to you. Our new payment terms shall be:
   A) 2% prompt pay discount, 10 days from date of invoice (payment must be received 10 calendar days from date of invoice).
   B) Net 30 days if discount payment is not received on or prior to 10th calendar day from date of invoice.
   C) Past due balances are subject to a late payment charge of 1 5% per month
4) With the continuous increase in materials and other cost, FileAmerica will implement a price increase This increase is not across the Board It will be based on product line

We ask that you have our estimating department (Jim Talley or myself) requote each and every job that is a repeat just as you would a new job.

Jim and I will work diligently to keep the increases to a minimum.

FileAmerica specializes in the manufacturing of custom file folders, including printing, special attachments and value added processes and services, with no minimums to buy We manufacture a variety of records management products including

- Tri-folds
- Casebinders/ Pressboard
- ExpressBoard-Quick Ship Pressboard
- Martage Folders and Pockets
- Medical Folders & Jackets/
- Pocket Folders

We look forward to a Great 2011!

Regards,

*John Bunton*

VP of Operations
800-445-9345
johnb@fileamerica.net

55 Glenlake Parkway, NE
Atlanta, GA 30328

Dear UPS Customer,

Effective January 5, 2009, rates will be adjusted for U.S. small package and less-than-truckload (LTL) freight shipments. UPS published rates will change as follows*. The average UPS Ground and UPS Standard to Canada small package and UPS Freight® LTL General Rate Increase will be 5.9%. Air and International small package services will increase an average net of 4.9% through a combination of a 6.9% increase in rates and a 2% reduction in the Air and International Fuel Surcharge.

Updated rate and service information will be available at **ups.com/rates** on the following dates:

- October 24, 2008: Preview UPS Ground, Air and International express rates (Standard to Canada available as well) and accessorials.
- December 18, 2008: Pre-order or download the *2009 UPS Rate and Service Guide*. Guides will start shipping at the end of December.
- January 5, 2009: View UPS Freight LTL rates (also posted on www.ltl.upsfreight.com).

We continue to make investments to support your business by enhancing our technology solutions and introducing innovative, industry-leading international services such as UPS Paperless Invoice℠. Recently, UPS On-Call Pickup® service was significantly enhanced to provide later package pickup times for 26% of all U.S. businesses. We also expanded our express morning delivery area by an additional 1,200 postal codes. UPS continues to deliver to more countries than anyone from the U.S. by 9:00 a.m. and before noon. UPS Next Day Air® Early A.M.® coverage will be expanded in 2009, providing additional earlier delivery times for urgent shipments. In addition, time-in-transit for 4,000 LTL freight lanes was improved this year.

As today's businesses seek to become better stewards of the environment, UPS offers industry-leading sustainable business practices. For instance, we lead the way with the world's largest private alternative fuel fleet. And, our network optimization practices minimize our carbon footprint. This month, UPS became the first shipping company to participate in the EPA's Climate Leadership Program.

We realize you are seeking ways to become more efficient. With UPS, your business benefits from an unmatched selection of service options, offering you more ways to balance your customer service and budget needs. Plus, you're supported by our proven track record of reliability and industry-leading technology that can make your business more productive. Perhaps most importantly, UPS backs you with a knowledgeable team that can help your business succeed.

Only UPS can offer you the peace of mind that comes from working with a delivery company that has successfully served customers for more than 100 years. We appreciate the business you entrust to us, and look forward to serving you in 2009.

Sincerely,

Gerard Gibbons
Vice President
U.S. Sales

*The impact of these changes on your shipping costs will vary according to your shipping characteristics and the terms of your agreement with UPS and UPS Freight.

DRG

# DATA-FLEX
BUSINESS PRODUCTS

P O BOX 33406
FORT WORTH, TEXAS 76162

September 21, 2011

Mr. Rufus Crowder
Galveston County Purchasing Agent
722 Moody (21st Street)
Fifth (5th)Floor
Galveston, TX 77550

RE: Contract Extension for Bid # B092038, Casebinder File Folders

Dear Rufus,

Data Flex would like to extend our contract with you for another year with an increase of 0.07 each. The contract at present is 0.98 each and with increase would be 1.05 each.

This letter is to inform that due to the price increases in paper from various suppliers and the increase in freight charges, Data Flex has to increase prices on the Contract for Bid #B092038, Casebinder File Folders. Changes in cost are motivated by continued, steadfast increases in key raw materials, energy and transportation cost. We are left with no choice but to pass on these higher operating cost. Also, I am including letters from various sources substantiating the cause for increase.

Please let me know if you have any questions.

Thanks,

Art Throgmorton

***THANK YOU! WE APPRECIATE YOUR BUSINESS.***

55 Glenlake Parkway, NE
Atlanta, GA 30328

Dear UPS Customer,

Effective January 5, 2009, rates will be adjusted for U.S. small package and less-than-truckload (LTL) freight shipments. UPS published rates will change as follows. The average UPS Ground and UPS Standard to Canada small package and UPS Freight® LTL General Rate Increase will be 5.9%. Air and International small package services will increase an average net of 4.9% through a combination of a 6.9% increase in rates and a 2% reduction in the Air and International Fuel Surcharge.

Updated rate and service information will be available at **ups.com/rates** on the following dates:

- October 24, 2008: Preview UPS Ground, Air and International express rates (Standard to Canada available as well) and accessorials.
- December 18, 2008: Pre-order or download the *2009 UPS Rate and Service Guide*. Guides will start shipping at the end of December.
- January 5, 2009: View UPS Freight LTL rates (also posted on www.ltl.upsfreight.com).

We continue to make investments to support your business by enhancing our technology solutions and introducing innovative, industry-leading international services such as UPS Paperless Invoice℠. Recently, UPS On-Call Pickup® service was significantly enhanced to provide later package pickup times for 26% of all U.S. businesses. We also expanded our express morning delivery area by an additional 1,200 postal codes. UPS continues to deliver to more countries than anyone from the U.S. by 9:00 a.m. and before noon. UPS Next Day Air® Early A.M.® coverage will be expanded in 2009, providing additional earlier delivery times for urgent shipments. In addition, time-in-transit for 4,000 LTL freight lanes was improved this year.

As today's businesses seek to become better stewards of the environment, UPS offers industry-leading sustainable business practices. For instance, we lead the way with the world's largest private alternative fuel fleet. And, our network optimization practices minimize our carbon footprint. This month, UPS became the first shipping company to participate in the EPA's Climate Leadership Program.

We realize you are seeking ways to become more efficient. With UPS, your business benefits from an unmatched selection of service options, offering you more ways to balance your customer service and budget needs. Plus, you're supported by our proven track record of reliability and industry-leading technology that can make your business more productive. Perhaps most importantly, UPS backs you with a knowledgeable team that can help your business succeed.

Only UPS can offer you the peace of mind that comes from working with a delivery company that has successfully served customers for more than 100 years. We appreciate the business you entrust to us, and look forward to serving you in 2009.

Sincerely,

Gerard Gibbons
Vice President
U.S. Sales

*The impact of these changes on your shipping costs will vary according to your shipping characteristics and the terms of your agreement with UPS and UPS Freight.

DRG

*Valued Customer:*

FileAmerica would like to take this opportunity to thank you for all your support this year As you know, 2008 has seen substantial raw material and freight increases for us all

We have worked very hard to absorb and /or minimize these increases in order to help you meet your customer's expectations However effective January 1 2009 FileAmerica will begin passing these increases along

January 1 2009 all jobs new and repeat (including Expressboard), will be re-quoted and given new pricing FileAmerica will have its new Expressboard book printed and distributed in January 2009 If you would like an electronic version of our expressboard catalog please email me at johnb@fileamerica net

We would like to remind you of another change that has occurred over the last several weeks

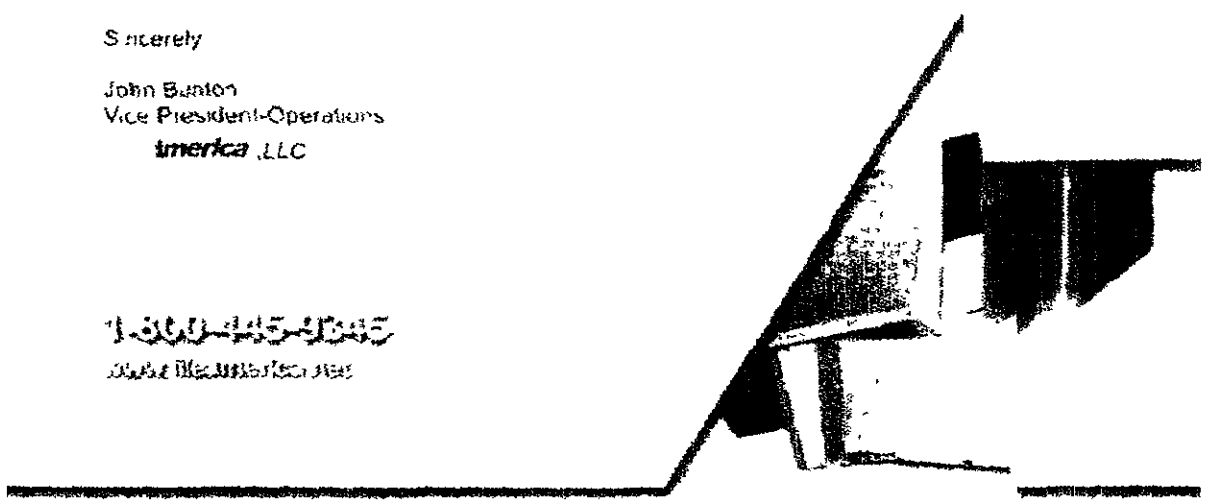
Type setting and electronic artwork modifications will be billed at $45 00 per hour (To avoid this charge, please send us properly prepared artwork)

While these increases are unfortunate for us all they are necessary so that we may remain a strong and reliable supplier to you.

We thank you again for your support and partnership We look forward to a bright beginning in 2009 and continued success for each of you

Sincerely

John Bunton
Vice President-Operations
*fileamerica* ,LLC



[SPECENTERFOOTER]

America LLC

Data- Flex
PO Box 33406
Ft Worth, TX 76162

Subject: 2011

Thank you for your unparalleled support during 2010 With the closing of IFC along with the fire we suffered, we know the challenges our dealer Network had to overcome

It was with your help that FileAmerica has been able to fully recover from the fire.

Due to the fire we did not pass along any price increases in 2010

With 2011 here we are ready to move forward continuously improving our quality, service and on time delivery

In 2011 we will offer the following changes effective 3/01/11

1) Our QuickShip Pressboard Program will be back in full production
2) Our lead time on custom products will be reduced to 3 weeks (some exceptions may apply)
3) Our payment terms will offer an added benefit to you Our new payment terms shall be
   A) 2% prompt pay discount, 10 days from date of invoice (payment must be received 10 calendar days from date of invoice)
   B) Net 30 days if discount payment is not received on or prior to 10th calendar day from date of invoice.
   C) Past due balances are subject to a late payment charge of 1 5% per month
4) With the continuous increase in materials and other cost, FileAmerica will implement a price increase This increase is not across the Board It will be based on product line

We ask that you have our estimating department (Jim Talley or myself) requote each and every job that is a repeat just as you would a new job

Jim and I will work diligently to keep the increases to a minimum

FileAmerica specializes in the manufacturing of custom file folders, including printing, special attachments and value added processes and services, with no minimums to buy We manufacture a variety of records management products including

- Tri-folds
- Casebinders/ Pressboard
- ExpressBoard-Quick Ship Pressboard
- Martage Folders and Pockets
- Medical Folders & Jackets/
- Pocket Folders

We look forward to a Great 2011!

Regards,

*John Bunton*

VP of Operations
800-445-9345
johnb@fileamerica net

**dataflex**

**From:** "filing" <filing@gbscorp.com>
**Sent:** Friday, January 07, 2011 3:02 PM
**Attach:** Price increase notification.doc
**Subject:** Price Increase

International Paper Company has instituted a price increase that went in effect on January 1st 2011. International paper is our primary supplier for manila and pulp dyed folder materials. Other suppliers for packaging materials, adhesives, tapes and raw materials have also implemented price increases. Based on these increases, GBS is announcing a general price increase that will go into effect on March 1, 2011. The general increase will be 4% We are in the process of updating our price list, and will make it available in electronic form soon. Custom quotations will immediately reflect our new material costs. Our last price increase was in February of 2009. We have made every effort to hold off on a price increase as long as possible. We appreciate your business, and will continue to work hard to provide you the most competitive pricing, and best service possible

Thank you for your continued support!

GBS Filing Marketing Department
800 873.4427
filing@gbscorp.com

Art,

This letter is to inform you that we will not be able to hold our pricing for another year on you job for Galveston County.

Due to the three paper price increases and another one coming in January, and the rising cost of shipping due to fuel prices we are going to have to pass along a 10% price increase to you and your company.

This price should be good for the next two years as long as the paper companies and gas prices do not continue to rise too much

Again I am sorry for having to pass along the price increase but it is necessary.

Thanks you again for your business,
Ben C. Frank
BSP Filing Solutions
Owner/ Operator

123 PILSUDSKI STREET * PO BOX 1139 * KOSCIUSKO, MS 39090 * TOLL FREE: (800) 356-3494 * PH: (662) 289-1022 * FX. (662) 289-7613

# AGENDA ITEM #17

# Galveston County, Texas
## Consideration of Budget Amendments for
## Tuesday, October 4, 2011
### As Submitted by the Budget Officer

| Fiscal Year | Amendment # | Description |
|---|---|---|
| 2012 | 12-006-1004-A | **Professional Services** - Request to roll budget to FY2012 for contracts and capital projects which were not completed in fiscal year 2011. |

Approved by: _____
Mel Trammell, Director of
Finance and Administration

Date: 9/28/2011

# AGENDA ITEM #17a

## COUNTY OF GALVESTON

### REQUEST FOR BUDGET AMENDMENT/TRANSFER

| Department | Professional Services | Amendment No.12-006-1004-A |
|---|---|---|
| Date Submitted | September 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 to roll budget to FY 2012 for contracts, and capital projects which were not completed in the FY2011

**This budget amendment does increase the budget for FY 2012.**

| *Transfer FROM* | *Account Description* | *Amount* Annualized | *Auditor Use Only* Acct Balance Sufficient? (Y/N) |
|---|---|---|---|
| Acct No | Line Item | | |
| 1101-000000-3532001 | General Fund | $ 541,244 | |
| 2102-000000-3532001 | County Clerks Record Management Fund | $ 199,310 | |
| 2303-000000-3532001 | Farm to Market Lateral Road | $ 80,814 | |
| 2370-000000-3532001 | Flood Control Fund | $ 496,250 | |
| TOTAL - Transfer Amount | | $ 1,317,618 | |

| Transfer TO | Account Description | Amount Annualized | *Auditor Use Only* Acct Balance Sufficient? (Y/N) |
|---|---|---|---|
| Acct No | Line Item | | |
| See Attached | General Fund | $ 541,244 | |
| See Attached | County Clerks Record Management Fund | $ 199,310 | |
| See Attached | Farm to Market Lateral Road | $ 80,814 | |
| See Attached | Flood Control Fund | $ 496,250 | |
| TOTAL - Transfer Amount | | $ 1,317,618 | |

**ADDITIONAL COMMENTS**

See attached memorandum

Departmental Authorization Date

N/A Date

Human Resources Department

Budget Office Authorization Date 9/26/11

**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 10/4/11

# GALVESTON COUNTY FY11 BUDGET ROLLOVER AMENDMENT

| Account Coding | Originally Approved Purpose | Requested Purpose | Approved Amount | Unexpended Amount |
|---|---|---|---|---|
| **General Fund** | | | | |
| 1101 110000-5481000 | 2011 Financial Audit Null Larson (Budget Office) | SAME | $ 125,000 00 | $ 125 000 00 |
| 1101 122100 5431302 | Relief Judges Expenditures and Fees | Security Cameras County Court #1 | $ 12,700 00 | $ 9,998 50 |
| 1101 122200 5431302 | Relief Judges Expenditures and Fees | Security Cameras County Court #2 | $ 12,700 00 | $ 9,998 50 |
| 1101-151600 5481000 | Banking Fees (Treasurer) | SAME | $ 30,000 00 | $ 10 000 00 |
| 1101-190100 5481000 | Erosion Response Plan (County Engineer) | SAME | $ 15 000 00 | $ 5 368 87 |
| 1101 513200 5727112 | Galveston County Museum Kiosk | SAME | $ 24 835 00 | $ 14 000 00 |
| 1101 522020-5410000 | Galveston County Master Plan Parks & Senior Citizens | SAME | $ 55,158 00 | $ 5,040 89 |
| 1101-522020-5410000 | 61st Boat Ramp & Washington Park (Parks) | 61st Street Boat Ramp | $ 141,700 00 | $ 141 700 00 |
| 1101-522020-5737512 | 61st Street Boat Ramp TPWD (Parks) | 61st Street Boat Ramp | $ 27,183 00 | $ 24,457 32 |
| 1101-522020-5410000 | Professional Services (Parks) | 61st Street Boat Ramp | $ 64,872 00 | $ 51,530 00 |
| 1101 522020 5493100 | Advertising (Parks) | 61st Street Boat Ramp | $ 4,000 00 | $ 4 000 00 |
| 1101 522020-5737340 | HGAC Clear Creek Clean Up (Parks) | 61st Street Boat Ramp | $ 2,000 00 | $ 2,000 00 |
| 1101-522020 5742000 | Capital Outlay Vehicle (Parks) | 61st Street Boat Ramp | $ 68,000 00 | $ 7,023 00 |
| 1101 522020-5746010 | Capitalized FF&E (Parks) | 61st Street Boat Ramp | $ 30,000 00 | $ 4 500 00 |
| 1101 522020 5737060 | Donated funds for Gregory Park Baseball Field (Parks) | SAME | $ 10,000 00 | $ 10,000 00 |
| 1101 522020-5737195 | Water Lines/Fixtures for Jack Brooks Rodeo Arena (Parks) | SAME | $ 31,887 00 | $ 20,027 19 |
| 1101 522020-5737089 | Gregory Park Lighted Ball Field (Parks) | SAME | $ 26,600 00 | $ 26,600 00 |
| 1101 522020 5737810 | McAllis Point Preserve Conservation Project (Parks) | SAME | $ 30,000 00 | $ 30,000 00 |
| 1101-610200 5727031 | Electrical for County Extension Horticulture Center | SAME | $ 40,000 00 | $ 40 000 00 |
| **Subtotal Fund 1101** | | | $ 751 635 00 | $ 541 244 27 |
| **County Clerks Records Management Fund** | | | | |
| 2102-114020-575000 | Manatron's 23 EGovernment Software | SAME | $ 80,000 00 | $ 75 099 00 |
| 2102-114020-5754080 | Anthem Upgrade - Imaging System | SAME | $ 127 011 00 | $ 124,211 00 |
| **Subtotal Fund 2102** | | | $ 207,011 00 | $ 199,310 00 |
| **Farm to Market Lateral Road Fund** | | | | |
| 2303 314300-5713010 | Right of Ways Acquisition | SAME | $ 80,814 00 | $ 80,814 00 |
| **Subtotal Fund 2303** | | | $ 80,814 00 | $ 80,814 00 |
| **Flood Control Fund** | | | | |
| 2370 190100-5498003 | Dickinson Bayou Watershed Steering (County Engineer) | SAME | $ 34,800 00 | $ 20,250 00 |
| 2370-190100-5734013 | FEMA Certification for the Seawall (County Engineer) | SAME | $ 476 000 00 | $ 476,000 00 |
| **Subtotal Fund 2370** | | | $ 510 800 00 | $ 496,250 00 |
| **Total for All Funds** | | | $ 1,550 260 00 | $ 1,317 618 27 |

# AGENDA ITEM #18

# Galveston County
# Legal Department

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

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S. Reingold


September 28, 2011

Hon Mark Henry, County Judge
Galveston County, Texas
722 Moody, 2nd Floor
Galveston, Texas 77550

Hon Stephen Holmes,
Commissioner, Precinct No 3
2516 Texas Avenue, Room 121
Texas City, Texas 77590

Hon Patrick F Doyle,
Commissioner, Precinct No 1
722 Moody, 1st Floor
Galveston, Texas 77550

Hon Kenneth Clark,
Commissioner, Precinct No 4
Galveston County Annex, Suite 112
174 Calder Road
League City, Texas 77573

Hon Kevin O'Brien,
Commissioner, Precinct No 2
722 Moody, 1st Floor
Galveston, Texas 77550

Re Requested agenda item for the October 4, 2011 Meeting of the Commissioners' Court, appointment of alternate Galveston County Representative to the Grievance Panel

Dear Members of the Commissioners' Court,

An agenda item has been placed on the October 4, 2011 Commissioners' Court Meeting to request the appointment of Brent Norris to serve as alternate County member on the employee Grievance Panel

The County's current member of the Grievance Panel is Bonnie Quiroga and we do not wish to disturb that appointment *See* "County of Galveston Human Resources Policy Manual" (2010), Chapter 16, Section 4

Nonetheless, at the request of County Legal, Ms Quiroga has voluntarily recused herself for an upcoming grievance hearing At present, there is no appointment of an alternate to serve

in the event the County Representative is potentially conflicted or otherwise unavailable for a given grievance hearing

Therefore, we are bringing this matter to the Commissioners' Court's attention and requesting the appointment of Brent Norris to serve as the alternate County Representative on the Grievance Panel

We wish to thank the Commissioners' Court in advance for its consideration of this matter

Sincerely,

Myrna S Reingold

# AGENDA ITEM #19

State of Texas §
§
County of Galveston §

**ORDER PROHIBITING OUTDOOR BURNING IN ALL UNINCORPORATED AREAS OF GALVESTON COUNTY, TEXAS**

On this, the 4th day of October, 2011, the Commissioners' Court of Galveston County, Texas convened in a **Regularly Scheduled Meeting** with the following members present

**Mark Henry,** County Judge,
**Patrick F. Doyle,** Commissioner, Precinct No 1,
**Kevin OBrien,** Commissioner, Precinct No. 2,
**Stephen D. 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

**Whereas**, pursuant to Section 352.081 of the Local Government Code, the Commissioners' Court by order may prohibit or restrict outdoor burning in all or part of the unincorporated areas of Galveston County, Texas;

**Whereas**, in accordance with Section 352 081(c)(2) of the Local Government Code, the Commissioners' Court is authorized to prohibit or restrict outdoor burning upon finding that circumstances present in all or part of the unincorporated area of Galveston County create a public safety hazard that would be exacerbated by outdoor burning,

**Whereas**, on April 21, 2011, the Commissioners' Court found that circumstances were present in all unincorporated areas of Galveston County that were creating a public safety hazard that would be exacerbated by outdoor burning and issued an order prohibiting outdoor burning;

**Whereas,** on July 12, 2011, the Commissioners' Court found that circumstances remained present in all unincorporated areas of Galveston County that were creating a public safety hazard that would be exacerbated by outdoor burning and issued an order prohibiting outdoor burning which took effect immediately upon the expiration of the April 21, 2011 order and which, in accordance with Section 352.081(d) of the Local Government Code, may not extend beyond the 90th day after July 12, 2011,

**Whereas,** the order adopted on July 12, 2011 was adopted under Section 352.081 and expires on or about October 11, 2011;

**Whereas,** in accordance with Section 352 081(d) of the Local Government Code, the Commissioners' Court is authorized to adopt an order that takes effect on the expiration of a previous order adopted under Section 352 081;

**Whereas,** Texas has been experiencing an exceptional drought, including Galveston County, and the extremely low precipitation has led to an abundance of tall dead grass and other dead vegetation within the unincorporated areas of Galveston County and these conditions are expected to continue,

**Whereas,** the Fuel Dryness map published by the Texas Forest Service and the Spatial Sciences Laboratory show Galveston County as critically dry as of September 26, 2011 and forecasted to remain critically dry;

**Whereas,** commercial and/or residential areas are adjacent to or in close proximity to areas with an abundance of tall dead grass and other dead vegetation,

**Whereas,** the Commissioners' Court **FINDS** that circumstances remain present in all unincorporated areas of Galveston County that create a public safety hazard that would be exacerbated by outdoor burning; and

**Whereas,** in accordance with Section 352 081(e)(2) of the Local Government Code, as amended by House Bill No 1174 during the 82nd Regular Session, this Order may be lifted prior to ninety (90) days if a determination is made by the Commissioners' Court or, if so designated, by the County Judge, that the circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist

**Now, Therefore, it is hereby ORDERED,** by the Commissioners' Court of Galveston County, Texas, that

1) In accordance with Section 352 081 of the Local Government Code, Outdoor burning in all unincorporated areas of Galveston County is and shall remain **PROHIBITED**,

2) This Order shall take effect immediately upon expiration of the Outdoor Burn Ban that was issued by the Commissioners' Court on July 12, 2011 and it shall remain continuously in effect thereafter for a period of 90 days after this date of adoption, which such date of adoption is October 4, 2011, unless a subsequent order lifting this Prohibition is issued;

3) In accordance with Local Government Code Section 352 081(e)(2), as amended, the Commissioners' Court hereby designates authority to the County Judge to make a determination on whether the circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist As such, a subsequent order lifting this outdoor burn ban may be issued by the Commissioners' Court or by the County Judge, who is designated herein for that purpose,

4) In accordance with Section 352 081(f) of the Local Government Code, this Order shall not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Natural Resource Conservation Commission for firefighter training, public utility, natural gas pipeline, or mining operations, planting or harvesting of agricultural crops, or to outdoor burning activities that are conducted by a prescribed

burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153 047, Natural Resources Code,

5.) In accordance with Section 352 081(h) of the Local Government Code and Section 12 23 of the Penal Code, a person commits an offense if the person knowingly or intentionally violates this Order; an offense under this Order is a Class C misdemeanor, punishable by a fine not to exceed $500 00; and

6 ) The County Judge of Galveston County, Texas is authorized to execute this Order on behalf of the Commissioners' Court of Galveston County, Texas

**Be it FURTHER ORDERED,** that the County Clerk is **ORDERED** to transmit forthwith a copy of this Order to the Sheriff, Constables, and Criminal District Attorney of Galveston County for enforcement purposes.

**Upon Motion Duly Made and Seconded**, the above Order is hereby **ADOPTED**, on this, the 4th day of October, 2011.

COUNTY OF GALVESTON, TEXAS, By

Mark Henry,
County Judge

ATTEST

Dwight D. Sullivan,
County Clerk

By: Brandy Chapman Deputy
Brandy Chapman

# AGENDA ITEM #20

# CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons: (Check all which are applicable.)

( x ) Ownership of 10% or more of the voting stock or shares of the business entity.

( x ) Ownership of 10% or more of the fair market value of the business entity

( x ) Ownership of $15,000. or more of the fair market value of the business entity.

**

( ) Funds received from the business entity exceed 10% of _____ gross income for the previous year

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

*_____ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

***

( ) Real property is involved and _____ have an equitable or legal ownership with a fair market value of at least $2,500.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No 20 dated October 4, 2011. (Fill in if applicable.)

_____
Signature of Official

County Commissioner, Precinct 1
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 4th day of October 2011

DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By: Brandy Chapman
Brandy Chapman Deputy

* ("I" or name of relative or relationship)
** (my, his, her)
*** (I, he, she)

SAIC
From Science to Solutions

BDR Division

September 27, 2011

**To:** John Simsen; Galveston County Emergency Management Coordinator
1353 FM 646, Suite 201
Dickinson TX, 77539

**From:** Thad Leugemors, Project Manager

**Re:** Galveston County HMGP Title Report Clearance to Close Deadline Recommendation

Dear Mr Simsen

The final buyout offer was presented on Friday May 6, 2011 and the offer acceptance deadline was set for May 20, 2011. In an effort to maintain the project schedule, it is my recommendation that the County establish a deadline for homeowners with outstanding title issues to clear those issues with our closing agent by October 28, 2011. A small number of applicants have title issues our closing agent cannot clear without their assistance and a deadline will motivate those still wishing to close to act and it will also allow us to eliminate those who have not responded.

Once the deadline has been approved by Commissioners Court, we will notify each remaining applicant in writing of the deadline and follow up with phone calls Failure to communicate or clear the title issues by the deadline will be treated as a decline by default, however, homeowners who are in communication and making efforts to comply will be given consideration on a case by case basis. This deadline will allow us to close out the project in a timely fashion

Please verify your concurrence with this recommendation

Concurrence 10/4/11
Date

2301 LUCIEN WAY, SUITE 120, MAITLAND, FL 32751 t 321 441 8500 f 321 441 8501

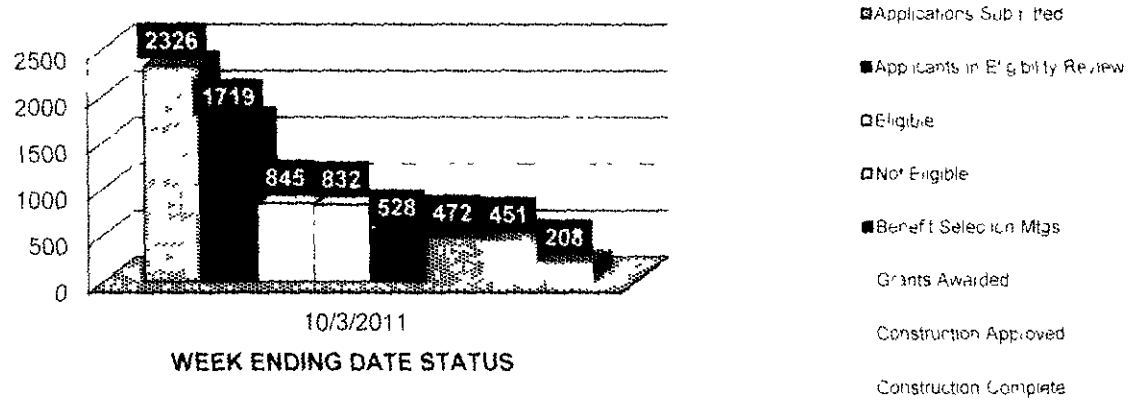
# AGENDA ITEM #21

**To:** **Commissioners Court**
**From:** Brenda Bock
Galveston County Director of Housing

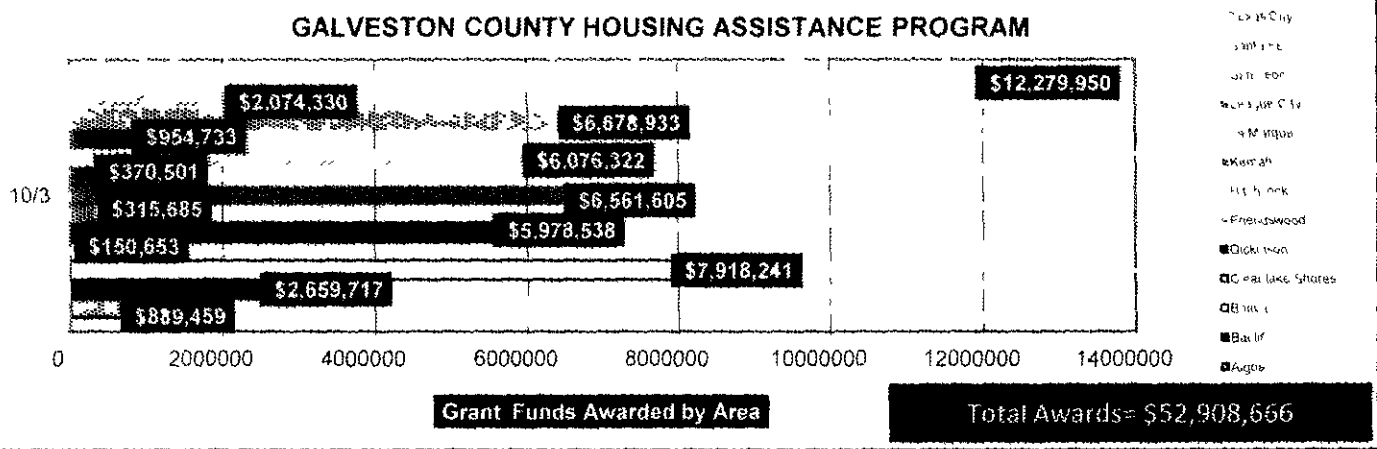
**Date:** Monday, October 3, 2011

**Subject:** Project Status Report – thru Friday September 30, 2011

## GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM




## GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM




**Accomplishments – Tasks accomplished during the reporting period**

2326 applications initiated since Dec 2, 2009

1719 applicants provided required information to be qualified for eligibility review

1677 determinations of ineligibility and eligibility complete (1677=845+832)

845 determined eligible

832 Do not Qualify (DNQ)

42 new files for eligibility review.

850 Environmentals submitted to TDHCA 824 environmental reviews approved.

528 Benefit Selection Meetings completed

477 grants awarded to date totaling over $52 9 million

198 homes in construction,208 homes completed & 45 need final construction paperwork = 451 total homes

208 applicants have keys in hand & 243 homes have a completed final inspection

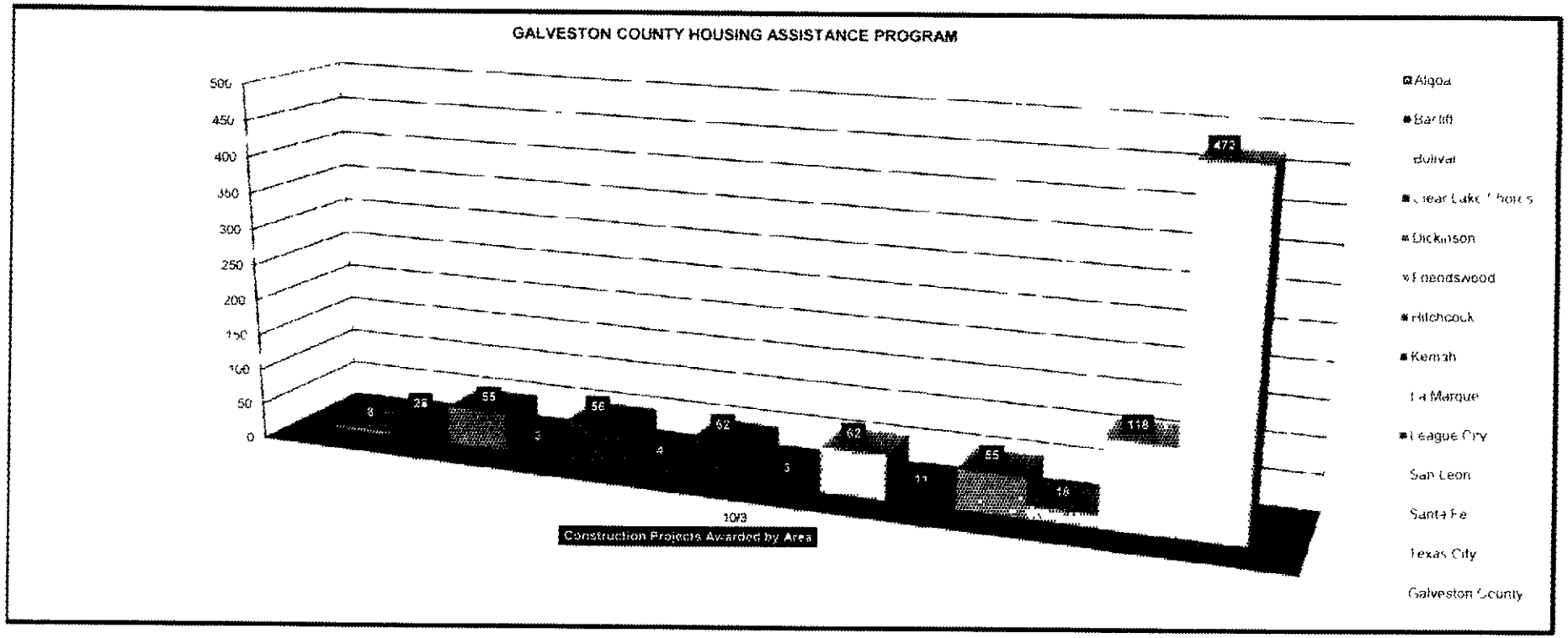
Over **$52.9 MILLION** in **GRANTS AWARDED** to date

# GCHAP SUMMARY

| | | |
|---|---|---|
| Date: | | October 3,2011 |
| | Construction Projects with a Notice-to-Proceed(NTP) and building Complete | 208(243finals) |
| | Construction Projects with a Notice-to-Proceed and building In-Process | 170 |
| | Construction Projects with Notice-to-Proceed but not yet started | 28 |
| Total Construction projects with Notice-to-Proceed | | 406 |
| | Projects Approved by TDHCA but Awaiting Bond/Insurance | 7 |
| | Projects Awaiting State/TDHCA Approval | 38 |
| Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval | | 451 |
| | Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete | 103 |
| Total projects between the builder assignment stage and construction complete stage | | 554 |
| | Project pending builder assignment, pending rehab sow, pending rehab bid | 43 |
| Total Projects on Construction Pipeline | | 597 |

GCHAP Grants Awarded by City

| Date | Algoa | Bacliff | Bolivar | Clear Lake Shores | Dickinson | Friendswood | Hitchcock | Kemah | La Marque | League City | San Leon | Santa Fe | Texas City | Galveston County | % in construction to complete |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10/3/2011 | 8 | 28 | 55 | 2 | 56 | 4 | 52 | 3 | 62 | 11 | 55 | 18 | 118 | 472 | 75 5% |
| 10/3/2011 | 1 7% | 5.9% | 11.7% | 0.4% | 11.9% | 0 8% | 11.0% | 0.6% | 13 1% | 2 3% | 11 7% | 3 8% | 25.0% | 100.0% | |
| Dollars 10/3/11 | 1 7% | 5 0% | 15 0% | 0.3% | 11.3% | 0 6% | 12.4% | 0 7% | 11 5% | 1 8% | 12 6% | 3 9% | 23.2% | 100.0% | |



# AGENDA ITEM #22

**CHANGE ORDER REQUEST LOG**

**RE Agenda Item #? - Consideration of Approval of various Change Order associated with the Reconstruction and Rehabilitation of various Houses submitted by the Housing Department (CC Agenda 10-4-11)**

| Builder | City | Appl ID# | Last Name | First Name | CO# | | Amount | Original Contract Amt or + Previous CO Amt (less Gap) | Amt Plus CO | % of Change (Amt/Orig Contract) | Description |
|---|---|---|---|---|---|---|---|---|---|---|---|
| AHB | Dickinson | 11059 | xxxxxx | Kathy | 1 | $ | 5,068 00 | $ 117,415 80 | $ 122,483 80 | 4% | From Attached to Detached Garage & Power Poles |
| AHB | Dickinson | 10660 | xxxxxx | Theresa | 1 | $ | 9,540 00 | $ 115,244 97 | $ 124 754 97 | 8% | Pilings & Detached Garage |

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

**Community Development Block Grant (CDBG)**
**Disaster Recovery Program**

## Change Order Request

| | | |
|---|---|---|
| **Subrecipient** Galveston County | **Contract #** 70090014 | **Activity #** 10140000189 |

**Change Order Number:** ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th

| | |
|---|---|
| **Homeowner Name** Kathy [redacted] | **Homeowner Address** 2617 Timber Dr Dickinson, TX 77539 |
| **Building Contractor Name, Address, Phone** American Home Builders 2028 Broadway, Galveston, TX 77550 409-212-9469 | |
| **(TDHCA Use Only)**<br>**Performance Specialist Signature** | **Date** |

## Change Order Authorization

Not valid unless all parties have signed and dated this form
Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time

| | |
|---|---|
| **Homeowner Signature** | **Date** |
| **Building Contractor Signature** | **Date** |
| **Subrecipient Authorized Representative Signature** | **Date** |

| Item | Original Cost | Description of Change | Change in Cost ( + or - ) | Reason for Change |
|---|---|---|---|---|
| 1 | 0 | UB11 3-Concrete Drive (additional 50' x 12' 600 sf) 349 sf x 4 75/sf | 1,657 75 | Access to Garage in Back Yard due to narrow lot |
| 2 | 9,140 00 | UB20-Attached Garage replaced with UB21-Detached Garage ($10,250) | 1 110 00 | Garage Moved to back yard due to narrow lot |
| 3 | 0 | Non Bafo-Power Poles provide by Texas New Mexico Power + 5% Overhead | 2,300 25 | Required by Power Company |
| 4 | 0 | Floor Plan Changed from Witchita II-A to Witchita II-B (both plans same cost & 1228 sf) | 0 | Floor plan changed to accommodate narrow lot |
| **Total Change in Cost ( + or - ) for this Request** | | | 5 068 00 | |

| | |
|---|---|
| **A. Original Contract Cost for this Address** | **117,415.80** |
| **B. Original Contract Cost Previously Approved Change Orders (+ or -)** | **0** |
| **C. This Change Order Cost (+ or -)** | **5,068.00** |
| **D. Total New Contract Cost for this Address** | **122,483.80** |
| **E. Percentage of Total Changes (b+c /a)** | **5%** |
| **F. The Contract Time will be changed by (# of days)** | **7 Days** |
| **G. The Date of Completion as of the date of this Change Order is** | **9/22/11** |

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
**Community Development Block Grant (CDBG)**
**Disaster Recovery Program**

## Change Order Request

| | | |
|---|---|---|
| **Subrecipient** Galveston County | **Contract #** 70090014 | **Activity #** 1014000336 |
| **Change Order Number:** ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th | | |
| **Homeowner Name** Theresa [redacted] | **Homeowner Address** 2920 46th St , Dickinson, TX 77539 | |
| **Building Contractor Name, Address, Phone** American Home Builders, 2028 Broadway, Galveston TX 77550 678-910-3055 | | |
| **(TDHCA Use Only)**<br>**Performance Specialist Signature** | **Date** | |

## Change Order Authorization

Not valid unless all parties have signed and dated this form
Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time.

| | |
|---|---|
| **Homeowner Signature** | **Date** |
| **Building Contractor Signature** | **Date** |
| **Subrecipient Authorized Representative Signature** | **Date** |

| Item | Original Cost | Description of Change | Change in Cost ( + or - ) | Reason for Change |
|---|---|---|---|---|
| 1 | 3,800 00 | 24 2 Compact Fill >2 to 3 ft for 2/1 Home (Remove) | -3,800 00 | Narrow Lot requires Pilings |
| 2 | 0 | 27-Elevate 1-4 VF Pilings 2/1 | 12,200 00 | Required due to Narrow Lot |
| 3 | 9,140 00 | UB20-Attached Garage (Remove) | -9 140 00 | Narrow Lot requires Detached Garage |
| 4 | 0 | UB21-Detached Garage | 10 250 00 | Required due to Narrow Log |
| **Total Change in Cost ( + or - ) for this Request** | | | 9 510 00 | |

| | |
|---|---|
| **A. Original Contract Cost for this Address** | **115,244.97** |
| **B. Original Contract Cost Previously Approved Change Orders (+ or -)** | **0** |
| **C. This Change Order Cost (+ or -)** | **9,510.00** |
| **D. Total New Contract Cost for this Address** | **124,754.97** |
| **E. Percentage of Total Changes (b+c /a)** | **8%** |
| **F. The Contract Time will be changed by (# of days)** | **1 Day** |
| **G. The Date of Completion as of the date of this Change Order is** | **9/30/11** |

# AGENDA ITEM #23

## Bazaman, Harvey

**From.** Bazaman, Harvey
**Sent:** Friday, September 30, 2011 10 55 AM
**To** 'Houlemard, Angie - Angela T', Gentry, Debbie - Deborah L, Anderson, Dudley, Henry, Mark
**Cc.** Grady, Patricia; Lopez, Renelle, Matt Newchurch; Minton, Matthew - Matthew L, Karen
**Subject:** Lowe's final papers

Agenda 10/4/11

Hi Angie and Debbie·
I am taking downstairs the following·

1) Special Warranty Deed,
2) ECCR;
3) C/Ct authorization for Bazaman to sign closing papers,
4) Affidavit-Gentile
5) Pepperwood Restrictive Covenant
6) Re-plat

Have I overlooked anything? Please let me know
My thought is that I will ask for the County Judge to have authorization to execute all of these documents not this coming Tuesday (10/4) but whenever the originals show up with Lowe's and Pepperwood's signatures. Regarding the re-plat I will secure the County's, Fichera's, and Duzich's signatures. Matt will secure the City's and I am uncertain as to when Lowe's and Pepperwood will sign. Please refresh my memory
Any questions or if this is not acceptable, please call
Thanks
Harvey

Harvey Bazaman
Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th floor
Galveston, Texas 77550
(409) 770-5562

The information contained in this transmission and any attachments hereto is privileged and/or confidential information intended solely for the use of the individual(s) named above. If the reader of this message is not an intended recipient, the reader is hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited

## Bazaman, Harvey

**From:** Bazaman, Harvey
**Sent:** Thursday, September 29, 2011 11 01 AM
**To:** 'Houlemard, Angie - Angela T'
**Cc:** Minton, Matthew - Matthew L, Matt Newchurch, Moylan, Dan - Daniel J, Gentry, Debbie - Deborah, Bazaman, Harvey; Anderson, Dudley, Henry, Mark, Lopez, Renelle; Grady, Patricia
**Subject:** RE Galveston, TX - Plat

Good morning Angie
By local owners I assume you mean Al Fichera, Diane Duzich and the County? Sure. Is there anyone else? Please send enough originals plus a couple of others so that everyone can receive a copy if they want one and we will have enough for the City and County, etc

Also, if I remember correctly, we need to sign the ECCR, the Restrictive Covenants with Lowe's and Pepperwood. Can I count on you to prepare and secure the signatures of Lowe's and Pepperwood and send them to me so that I can get the County to sign and take them to the Title Company? I guess three originals of each is best. These, along with the Re-Plat, are all the documents that I can think of that we need to sign I take it that Matt will secure the signature of the City of Galveston Am I overlooking anything? Please advise.

I know we are hoping to close 10/7 and, in order to do so, I need to place these items on the 10/4 C/Ct agenda Do you think you can get me everything by Monday morning at the latest?

Regarding the Deed, I know ya'll have some comments but I have not had a chance to look at them Hopefully I will by tomorrow

Regarding closing, last Tuesday the C/Ct authorized me to sign off on everything for the County at the Title Company. I will have a certified copy of the Court's Order That is how we normally do it for it saves time and effort if I only have to round myself up

**Pat/Renelle: October 4th agenda please:**
**Consideration of Execution of the following documents relating to the sale of surplus Justice Administration property belonging to the County of Galveston to Lowe's:**

a) **Special Warranty Deed**
b) **Easements, Covenants, Conditions and Restrictions by and Between Lowe's Home Centers, Inc. a North Carolina Corporation and Galveston County, a Political Subdivision of the State of Texas;**
c) **Declaration of Restrictive Covenants by and between Lowe's Home Centers, Inc., Galveston County and Pepperwood, Inc., a Georgia Corporation**
d) **Subdivision Re-plat prepared by Windrose Land Services dated April, 2011; and**
e) **Other related documents**

**submitted by County Legal. Thanks! I will get the back-up down as soon as possible.**

Angie· I will call you in a few minutes to see if I have overlooked anything

If anyone has any questions, please call
Harvey Bazaman
409-770-5565

**From:** Houlemard, Angie - Angela T [mailto:Angela T.Houlemard@lowes.com]
**Sent:** Wednesday, September 28, 2011 12:52 PM
**To:** Bazaman, Harvey

# AGENDA ITEM #23a

**Special Warranty Deed**

| | | |
|---|---|---|
| **The State of Texas** | § | |
| | § | **Know All Men By These Presents:** |
| **County of Galveston** | § | |

For and in consideration of the sum of **Ten and No/xx Dollars (US $10.00)** and other good and valuable consideration paid by **Lowe's Home Centers, Inc., a North Carolina Corporation**, whose mailing address is **c/o Angie T. Houlemard, Lowe's Home Centers, Inc. 1000 Lowe's Boulevard, Mooresville NC 28117 ("Grantee")**, the receipt and sufficiency of which is hereby acknowledged and confessed, the **County of Galveston, a political subdivision of the State of Texas ("Grantor")** whose mailing address is **c/o Harvey Bazaman, Galveston County Legal Department, 722 Moody, 5th Floor Galveston, Texas 77550** has, subject to the exclusions and limitations contained herein, **Granted, Sold and Conveyed** and by these presents does **Grant, Sell and Convey** to Grantee the following described real property located in Galveston, Galveston County, Texas to wit

See Attached Exhibit "A"

This conveyance is made subject to

(i) Those certain covenants, conditions, restrictions, mineral reservations, other reservations, rights, rights of way, easements, encumbrances, encroachments, licenses, liens and other matters effecting title that are:

a) set forth in Chicago Title Insurance Company Commitment for Title Insurance Commitment Number CTH11507804 dated effective August 30, 2011,

b) otherwise of record in the real property records of Galveston County, Texas and

c) to all improvements and other matters visible on the ground or that a physical inspection or survey may disclose,

(ii) Those certain improvements, rights of way, easements, encumbrances, encroachments, licenses, permits and other matters effecting title that are depicted upon that one certain ALTA/ACSM Land Title Survey of a 10.1640 Acre Tract and a 0 7552 Acre Tract located on the Property prepared by Windrose Land Services, Inc dated April 1, 2011,

(iii) Those certain improvements, rights of way, easements, encumbrances, encroachments, licenses, permits and other matters effecting title that are depicted upon that one certain Re-plat of a 22.4090 Acre tract of land creating 6 reserves and a new right of way prepared by Windrose Land Services, Inc dated April, 2011,

(iv) That one certain Agreement entitled "Easements, Covenants, Conditions and Restrictions" entered into between Grantor and Grantee executed of even date herewith,

(v) That one certain Agreement entitled "Declaration of Restrictive Covenant" entered into between Grantor, Grantee and Pepperwood, Inc executed of even date herewith,

(vi) The following restrictive covenants of record in Volume 2003A, Page 113 and Volume 2004A, Page 200 of the Map Records of Galveston County, Texas;

(vii) Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,

a to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
b to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
c to filled-in lands, or artificial islands, or
d to statutory water rights, including riparian rights, or
e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area, and

(viii) The Grantor's reservation of mineral interests as set forth herein;

(ix) Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements,

(x) Zoning ordinances now in force in the City of Galveston

(xi) Easements for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said tract/plat:

Purpose: drainage and utility
Affects 5 feet wide along the northerly, southerly and easterly property lines
Recording No Volume 2003A, Page 113 and as reflected by Volume 2004A, Page 200 of the Map Records of Galveston County, Texas

(xii) All of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with the same as set forth in instrument recorded under Film Code No 005-62-2304 in the Official Public Records of Real Property in Galveston County, Texas

(xiii) Oil, Gas and Mineral leases, together with rights incident thereto, recorded in Volume 1865, Page 135 and in Volume 1928, Page 359, both in the Office of the County Clerk of Galveston County, Texas

The matters herein stated to which this conveyance is made subject shall not in any way limit or restrict any claims, remedies, or amounts recovered against any warrantor prior to Grantor in the chain of title of the Property or any title insurance company.

Grantor reserves for itself, its successors and assigns, any and all interests that it may own (if any) in and to all of the oil, gas and other minerals which may hereafter be produced and saved from the Property, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for the same.

**The Property is being transferred and conveyed "as is, where is," without any representation or warranty of any nature (a) as to the value or freedom from encumbrance of any of the Property, or (b) as to any warranty of merchantability or warranty of fitness for a particular purpose of, or any other matter concerning, the Property.**

Grantor also disclaims any warranty, guaranty or representation, oral or written, on

a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology,

b) the suitability of the Property conveyed hereunder for any and all activities and uses which Grantee may elect to conduct thereon,

c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos, underground storage tanks or other hazardous materials),

d) compliance with applicable environmental laws, rules or regulations, and

e) the compliance of the Property with any laws, ordinances, or regulations of any governmental entity or body

By acceptance of this deed, Grantee acknowledges and agrees.

a) that Grantor has little, if any, knowledge of the physical or economic characteristics of the property,

b) Grantee has inspected the Property and is relying solely on its own investigation of the same and not on any information provided or to be provided by on behalf of Grantor,

c) that any information provided with respect to the Property was obtained from a variety of sources, and

d) Grantor (i) has not made any independent investigation or verification of such information, and (ii) does not make any representations as to the accuracy or completeness of such information

e) that as to the improvements on the Property, Grantor shall not be responsible for or liable to Grantee for any construction defects, errors, omissions, of any other conditions affecting the Property

Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against Grantor, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the Property herein as well as any construction defects, errors, omissions, or other conditions affecting the Property and other items conveyed hereunder Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee, its successors, beneficiaries and assigns. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims that Grantor may have for any such errors, omissions or defects in the Property and other items conveyed hereunder. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property and other items conveyed hereunder for any redress or relief Upon the assignment by Grantor of its claims, Grantee releases Grantor of all right, express or implied, Grantee may have against Grantor arising out of or resulting from any errors, omissions or defects in the Property and other items conveyed hereunder. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessors, contractors or consultants

**Grantee hereby further agrees on behalf of itself and its successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless Grantor and Grantor's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the Property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the Property and other items conveyed hereunder.**

Each and all of the easements, covenants, conditions and restrictions set forth in this Special Warranty Deed shall run with and bind the Property as the case may be All covenants, conditions and restrictions set forth in this Special Warranty Deed shall be equitable servitudes

All of the easements, covenants, conditions and restrictions set forth in this Special Warranty Deed shall be binding on the Grantee and its successors and assigns, and shall be for the benefit of the Grantor, its successors and assigns

This Special Warranty Deed may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Special Warranty Deed

Grantor hereby assumes liability for the payment of all ad valorem taxes and assessments for the Property through the date of execution of this Special Warranty Deed and Grantee hereby assumes liability for the payment of all ad valorem taxes and assessments for the Property for all subsequent years

**To Have and to Hold** the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, subject to the limitations recited herein, to **Warrant and Forever Defend** all and singular the said premises unto the said Grantee, its successors and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof, **by, through or under Grantor, but not otherwise.**

Grantee, by execution of this instrument, agrees that, notwithstanding the execution by Grantor of this Special Warranty Deed it will look only to any warrantor prior to Grantor in the chain of title of the Property or any title company policy obtained by Grantee, at Grantee's expense, insuring title to the Property

**Executed this** 4th **day of** October **, 2011.**

**County of Galveston**

**By:** Mark Henry

**Mark Henry**
**County Judge**
**Grantor**

**Attest:**
Brandy Chapman
**Dwight D. Sullivan**
**County Clerk**
By: Brandy Chapman, Deputy

**Accepted this** _____ **day of** _____**,2011.**

**Lowe's Home Centers, Inc., a North Carolina Corporation**

**By:** _____

_____

**Printed Name:**_____

**Title:**_____

**The State of Texas** §
§
**County of Galveston** §

This instrument was acknowledged before me on Oct. 4, 2011 by **Mark Henry, County Judge of Galveston County**, on behalf of **Galveston County, a political subdivision of the State of Texas**

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

**Given Under My Hand and Seal of Office, this 4th day of October, 2011.**

Roxana G. Lewis

**Notary Public, State of Texas**
**My Commission Expires:** Feb. 14, 2015

**The State of North Carolina** §
§
**County of Wilkes** §

Before me, the undersigned authority, on this day personally appeared_____, _____ of **Lowe's Home Centers Inc.,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated and as the act and deed of said Corporation

**Given Under My Hand and Seal of Office, this ___ day of _____, 2011.**

_____
**Notary Public in and for the State of North Carolina**
**My Commission Expires:**_____

**Please Return to:**

**Angie T. Houlemard**
**Lowe's Home Centers, Inc.**
**1000 Lowe's Boulevard**
**Mooresville NC 28117**

Depts/Facilities/Justice Administration Surplus Land Deed Final September 30, 2011

EXHIBITS

Schedule I

# DESCRIPTION OF
# 10.1640 ACRES OR 442,472 SQ. FT.

A TRACT OR PARCEL CONTAINING 10.1640 ACRES OR 442,742 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B MENARD SURVEY, ABSTRACT NO 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS. 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS, WITH SAID 10 1640 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)·

COMMENCING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" - 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH);

THENCE SOUTH 71 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 280 00 FEET TO THE POINT OF BEGINNING AND SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 71 18' 10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 730 00 FEET TO A POINT FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 63 41' 50" WEST, A DISTANCE OF 28 28 FEET TO AN ANGLE POINT,

THENCE NORTH 18 41' 50" WEST, A DISTANCE OF 606 96 FEET TO AN ANGLE POINT,

THENCE NORTH 31 12' 25" EAST, A DISTANCE OF 25 76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" - 100' WIDTH), FOR A NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 81 18' 10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 345 53 FEET TO A 5/8" IRON ROD FOUND MARKING A POINT OF CURVATURE,

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 556.50 FEET, A CENTRAL ANGLE OF 10 00' 00", AN ARC LENGTH OF 97 13 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76 18' 10" EAST - 97 00 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY,

THENCE NORTH 71 18' 10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 297 38 FEET TO A POINT FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 18 41' 50" EAST, A DISTANCE OF 348 94 FEET TO A POINT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71 18' 10" WEST, A DISTANCE OF 24 00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 18 41' 50" EAST, A DISTANCE OF 206.17 FEET TO AN ANGLE POINT,

THENCE SOUTH 63 41' 50" EAST, A DISTANCE OF 28 28 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10 1640 ACRES OR 442,742 SQUARE FEET OF LAND, AS SHOWN ON JOB NO 46163WC, PREPARED BY WINDROSE LAND SERVICES INC.

**Windrose Land Services, Inc**
3628 Westchase
Houston, Texas 77042
Phone (713) 458-2281 Fax (713) 461-1151
**Professional Development Consultants**
Land Surveying•Platting•Project Management•GIS Services

# DESCRIPTION OF
# 0.7552 ACRES OR 32,896 SQ. FT.

A TRACT OR PARCEL CONTAINING 0 7552 ACRES OR 32,896 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B MENARD SURVEY, ABSTRACT NO 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS (G C M R ), WITH SAID 0 7552 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

COMMENCING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" – 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH),

THENCE SOUTH 71° 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 1010.00 FEET TO THE POINT OF BEGINNING AND SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71° 18' 10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 70.00 FEET TO A 5/8" IRON ROD FOUND MARKING THE COMMON SOUTHERLY CORNER OF SAID RESERVE "B" AND LOT 2 OF THE 59TH STREET PROPERTIES SUBDIVISION AS RECORDED UNDER PLAT RECORD 18, MAP NO. 686 OF THE G.C M R , FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 18° 41' 50" WEST ALONG THE COMMON LINE OF SAID RESERVE "B", SAID LOT 2 AND LOT 7 OF THE REPLAT OF LOT 1 OF 59TH STREET PROPERTIES SUBDIVISION AS RECORDED UNDER PLAT RECORD 18 MAP NO 1094 OF THE G C M.R., A DISTANCE OF 652 00 FEET TO A 5/8" IRON ROD FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" – 100' WIDTH), FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 443 50 FEET, A CENTRAL ANGLE OF 07° 29' 29", AN ARC LENGTH OF 57.99 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77° 33' 25" EAST – 57.95 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY,

THENCE NORTH 81° 18' 10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 12.29 FEET TO A POINT FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 31° 12' 25" WEST, A DISTANCE OF 25 76 FEET TO AN ANGLE POINT,

THENCE SOUTH 18° 41' 50" EAST, A DISTANCE OF 606 96 FEET TO AN ANGLE POINT,

THENCE SOUTH 63° 41' 50" EAST, A DISTANCE OF 28 28 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0 7552 ACRES OR 32,896 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 46163WC, PREPARED BY WINDROSE LAND SERVICES INC

04-19-11

MIKE KURKOWSKI
R P L S. NO 5101
STATE OF TEXAS

DATE

# AGENDA ITEM #23b

**Recording Requested By and**
**When Recorded, Return To:**
**Angie T. Houlemard**
**Lowe's Home Centers, Inc.**
**1000 Lowe's Blvd.**
**Mooresville, NC 28117**

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# EASEMENTS

# COVENANTS, CONDITIONS AND RESTRICTIONS

## BY AND BETWEEN

## LOWE'S HOME CENTERS, INC. A NORTH CAROLINA CORPORATION

## AND

## GALVESTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS

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EASEMENTS

COVENANTS, CONDITIONS AND RESTRICTIONS

THESE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "ECCR"), are made and entered into as of the date of the last execution hereof, which date is the ___ day of _____, 2011, by and between GALVESTON COUNTY, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, ("County") and LOWE'S HOME CENTERS, INC., North Carolina corporation ("Lowe's") (the foregoing, individually each as a "Party", and collectively referred to as the "Parties"),

W I T N E S S E T H:

WHEREAS, Lowe's is the owner of that certain tract or tracts of real property consisting of approximately 10.1640 acres or 442,742 square feet located in the City of Galveston, County of Galveston, State of Texas as more particularly described on Schedule I attached hereto and made a part hereof for all purposes (the "Lowe's Parcel"); and

WHEREAS, Lowe's is also the owner of that certain tract or tracts of real property consisting of approximately 0.7552 acres or 32,896 square feet also located in the City of Galveston, County of Galveston, State of Texas as more particularly described on Schedule I-A also attached hereto and made a part hereof for all purposes (also the "Lowe's Parcel"), and

WHEREAS, County is the owner of that certain tract or tracts of real property consisting of approximately 3 7595 acres or 163,766 square feet located contiguous with and adjacent to the Lowe's Parcel, which is more particularly described in Schedule II attached hereto and made a part hereof for all purposes (the "County's Parcel(s)"), and

WHEREAS, both the Lowe's Parcel and the County's Parcel(s) are further designated on the site plan of the overall shopping center development, attached hereto and made a part hereof as Exhibit A (the "Site Plan")

NOW, THEREFORE, the County and Lowe's hereby declare, agree, covenant and consent that all of the Parcels, such term being hereinafter defined in Section 1 10 and more fully described on Schedule I and Schedule II shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are imposed on such Parcels to run with the land and be binding on and inure to the benefit of all parties having any right, title

or interest in the described Parcels or any part thereof, their successors and assigns for the purpose of development and operation of the Parcels in an integrated shopping center or other endeavors in which either the County or Lowe's or their successors or assigns might lawfully engage, subject to the terms of this ECCR, collectively called "Shopping Center", and to protect the value of such respective Parcels Further, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1. "Building" shall mean the permanently enclosed structure(s) which has (have) been, will be or may be constructed within the Permissible Building Areas, which for the purpose of this Declaration shall include any garden center, appurtenant canopies, supports, loading docks, truck ramps and other outward extensions, drive up or drive-through areas and facilities, loading docks, patio areas, or permanent outdoor sales and storage areas but such term does not include Common Area Improvements (as that term is hereinafter defined in Section 1.3)

Section 1 2. "Common Area" shall mean all real property owned by the Parties for the common use and enjoyment of the Owners and shall consist of all portions of the Shopping Center not designated as Permissible Building Areas and all portions of any Permissible Building Area upon which no Building, fenced or gated area is currently constructed. For purposes of this ECCR, "Common Area" shall not include any garden center, appurtenant canopies, supports, loading docks, truck ramps and other outward extensions, drive up or drive-through areas and facilities, loading docks, patio areas, or permanent outdoor sales and storage areas.

Section 1 3. "Common Area Improvements" shall mean all improvements constructed from time to time within the Common Area and intended for common use which may include, without limitation, parking areas, access and egress drives, service drives, non-dedicated streets, lighting standards, sidewalks, landscaping, fixtures, and signage. The initial Common Area Improvements are shown on the Site Plan

Section 1.4. "Common Utility Facilities" shall mean Utility Facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or

service in common by all Owners All Common Utility Facilities lying within any Common Area shall for all purposes be deemed to be included within the definition of Common Area Improvements

Section 1 5 "Consenting Owner" shall mean and refer to Lowe's, so long as Lowe's is the Owner or lessee of the Lowe's Parcel and the County, so long as it is the Owner or lessee of one or more of the County's Parcel(s). At such time that Lowe's is no longer Owner or lessee of the Lowe's Parcel, the current Owner of the Lowe's Parcel shall be the Consenting Owner of the Lowe's Parcel. At such time that the County is no longer Owner of one or more of the County's Parcel(s), the current Owner of one or more of the County's Parcel(s) shall be the Consenting Owner of the County's Parcel(s). The Parties intend that there shall be only a maximum of two (2) Consenting Owners for the Shopping Center consisting of only one (1) Consenting Owner representing the County's Parcel(s) and only one (1) Consenting Owner representing the Lowe's Parcel In the event that the Lowe's Parcel or the County's Parcel(s) are further subdivided, the current Consenting Owner shall designate the particular parcel of the subdivided Parcel(s) whose Owner shall succeed as the Consenting Owner.

Section 1 6 "Default Rate" shall mean the rate of interest that is the lesser of (i) twelve percent (12%) per annum, compounded monthly, and (ii) the maximum rate allowed by applicable law

Section 1 7 "Improvement(s)" shall mean Building(s) and other structures within a Permissible Building Area and Common Area Improvements.

Section 1 8. Intentionally Omitted

Section 1.9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Parcel which is a part of the Shopping Center, as hereinafter defined, but excluding those having such interest merely as security for the performance of any obligation. Notwithstanding the foregoing, in the event Lowe's is a lessee of all or a portion of the Lowe's Parcel, whenever the consent of the Owner of the Lowe's Parcel is required under this ECCR, the Owner of the Lowe's Parcel will give such consent only after obtaining Lowe's written consent.

Section 1 10 "Parcel" shall mean and refer to any parcel of land shown as a parcel on the Site Plan "Outparcel" shall mean and refer to any and every parcel of land identified as a numbered or lettered outparcel on the Site Plan. Every Outparcel shall be a Parcel from the date

of recording of a subdivision map showing the Outparcel, so that all references herein to Parcels shall apply with equal force to Outparcels; however, references to Outparcels shall be specific to Outparcels as herein defined. For purposes of this ECCR, the entire County's Parcel(s) shall be deemed an Outparcel

Section 1.11. "Permissible Building Area" shall mean the entire area of the Lowe's Parcel and the entire area of the County's Parcel(s) that may, subject to governmental laws, codes or ordinances, be built upon.

Section 1.12 "Permittees" shall mean tenants and subtenants and the occupants, contractors, customers, employees, agents, licensees, guests, and invitees of an Owner, its tenants and subtenants.

Section 1.13. "Separate Utility Facilities" shall mean Utility Facilities not installed under the terms of this ECCR for use in common by other Owners and not for service of the Common Area

Section 1.14 "Shopping Center" shall mean and refer to the Lowe's Parcel and the County's Parcel(s) (the future development of which includes whatever endeavors in which the County or Lowe's, as well as their successors or assigns, might lawfully engage, subject to the terms of this ECCR), as shown on the Site Plan and being more particularly described in Schedule I and Schedule II

Section 1.15. "Utility Facilities" shall mean utility systems and utility facilities serving the Shopping Center such as the following storm drainage, detention, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and utility facilities installed under the provisions of this ECCR and as replacements thereto.

## ARTICLE II

## EASEMENTS

Section 2.1 Easements Definitions and Documentation

For the purposes of this Article II, the following will apply:

(A) An Owner granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Owner but also its successors and assigns.

(B) An Owner to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Owner but its successors, assigns, and Permittees; although not for the direct benefit of Permittees, the Grantee may permit from time to time its Permittees to use such easements, provided, however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement

(C) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.

(D) All easements granted herein are non-exclusive and are irrevocable and perpetual

(E) All easements granted herein shall be easements appurtenant and not easements in gross

(F) In the event an Owner transfers or conveys a portion of its Parcel in accordance with the terms of this ECCR, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part

(G) All easements granted hereunder and herein shall exist by virtue of this ECCR, without the necessity of confirmation by any other document Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document However, upon the reasonable request of an Owner, the other Owners shall sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Owners, which approval shall not be unreasonably conditioned, delayed or withheld. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Owner to construct or maintain its Building(s) except as expressly provided in this ECCR.

Section 2.2 Easements for Use of Common Area

(A) Grant of Easement: Each Owner hereby grants to the other Owner(s) easements in the Common Area, as shown on the Site Plan on its (Grantor's) Parcel for:

(i) ingress to and egress from the Grantee's Parcel;

(ii) the passage of vehicles;

(iii) the passage and accommodation of pedestrians; and

(iv) the doing of such other things as are expressly authorized or required to be done on the Common Area under this ECCR.

(B) No Cross Parking: The Owners hereby specifically disclaim any intention to create any reciprocal parking easements between the Lowe's Parcel and any other Parcel in the Shopping Center or between any other Parcel in the Shopping Center and the Lowe's Parcel.

(C) Design of the Common Areas:

(i) Initial Development of the Common Areas. The Common Area Improvements depicted on the Site Plan are hereby deemed approved by the Consenting Owners

(ii) Changes after Initial Development. Any Owner may add Common Areas and Common Area Improvements not shown on the Site Plan or make changes to the Common Areas and the Common Area Improvements shown on the Site Plan on such Owner's Parcel, as such Owner determines in its sole discretion; provided, however, that the consent of each Consenting Owner shall be required for any change or addition that adversely impacts: (a) access to an Owner's Parcel (including changes and additions to entrances or exits that adversely affect access to an Owner's Parcel), (b) vehicular traffic flow to any other Parcel in the Shopping Center (including changes or additions to curb cuts or the orientation of parking spaces or drive aisles that adversely affect traffic flow to any other Parcel in the Shopping Center), or (c) visibility of any other Owner's building or any sign on which any other Owner has a right to display a sign panel, and such consent may be withheld in the sole discretion of each Consenting Owner No change may (a) reduce parking spaces below the minimum required under this ECCR, (b) alter the location of free standing signs as provided in Section 4.3 of this ECCR, or (c) relocate Utility Facilities except as provided in Section 2.3 of this ECCR There shall be no drive-through windows or lanes of traffic installed in an Outparcel unless areas within which such windows or lanes are permitted as shown initially

on the Site Plan or are (a) approved in writing by Lowe's, which approval will not unreasonably be withheld, (b) include sufficient distance provided for the stacking of a minimum of five (5) car lengths (of twenty feet each) from the order station to the drive entrance of such parcel, and (c) provide a minimum of three car lengths from the order station to the first service window.

(iii) Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially complete.

(D) Common Area Sales and Displays: Notwithstanding the grant of easements under Section 2 2(A)

(i) The Owner or occupant of the Lowe's or the County's Parcel(s) may use the Common Area on their Parcel for the display, storage and sale of new and reconditioned merchandise that has been reconditioned to the equivalent of new merchandise so long as such activity does not materially interfere with ingress and egress to the rest of the Shopping Center and so long as the reconditioned merchandise is not the primary item(s) for sale.

(ii) The Owner or occupant of the Lowe's or the County's Parcel(s) shall have the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure(s) in their parking field, provided that the stacking of cars does not extend into any access drives

(iii) The Owner or occupant of the County's or Lowe's Parcel may display merchandise, conduct sidewalk sales and/or conduct other business on the sidewalks on their Parcel so long as such activity does not materially interfere with pedestrian passage to the rest of the Shopping Center and may otherwise enclose and/or redesign its sidewalk areas without the need of obtaining any other Owner's consent.

(iv) The Owner or occupant of the County's or Lowe's Parcel may park vehicles or equipment in the parking field of their Parcel in connection with the leasing of vehicles and/or equipment

(E) Easements for Access Roads. Each Owner hereby grants to the other Owner(s) easements for pedestrian and vehicular traffic in those drive aisles and access roads (not less than the widths therefor shown on the Site Plan) on each Owner's Parcel that are shown on the Site Plan as Access Roads (hereinafter collectively referred to as the "Access Roads") for the purpose of

providing ingress to and egress from each Owner's Parcel and from Broadway (Avenue J), Ball (Avenue H), 54th Street (the location of that portion of the east/west Access Road that crosses the County's Parcel(s) is currently shown on the Site Plan and may change, depending on the future sale of County's Parcel(s), provided that the east end of such location aligns with the 54th Street median break to allow full access and the west end of such location aligns with the Access Road that crosses the Lowe's Parcel, provided, however, if the County desires to shift either the current location of the Access Road that crosses the County's Parcel or the west end alignment, the Parties shall work in good faith to determine a reasonably acceptable location, but in no event shall the west end alignment be aligned with the Lowe's lumber canopy driveway, or other configuration/alignment that will disrupt Lowe's operations or the general traffic flow of the Shopping Center), and to be built 57th Street, together with the following rights and subject to the following restrictions and reservations:

(i) The use of the Access Road easements by any person entitled to the use thereof shall be in common with all other such persons. The Access Road easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements; and

(ii) As further provided in Section 2 2(F) herein, Grantors of the Access Road easements agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Access Road, except to the extent necessary for construction, reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein.

(F) General Provisions for Common Area Easements:

(i) No barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Shopping Center from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Owners of the rights and easements created by this Article II. But, each Owner may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements

to the public and unrelated third parties (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give fifteen (15) days written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction, maintenance and reconstruction.

(ii) The easements granted under this Section 2 2 are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under this ECCR, specifically including those portions of the Common Area shown on the Site Plan.

(iii) Each Owner hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same

(iv) The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in this ECCR.

Section 2 3 Easements for Utility Facilities:

(A) Grant of Easement Each Owner hereby grants to the other Owner(s) perpetual easements to its (Grantor's) Parcel, except within such Owner's Permissible Building Area, as it presently exists or hereafter may be modified as set forth in Section 1 11, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee.

(B) Installation, Repair and Maintenance:

(i) All Separate Utility Facilities installed in the Common Area, whether installed under this Section 2 3 or otherwise, and all Common Utility Facilities, shall be underground, if reasonably possible.

(ii) The location of the Utility Facilities shall be subject to the prior written consent of the Owner across whose Parcel the same are to be located, which consent shall not be unreasonably withheld, conditioned or delayed

(iii) Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all Separate Utility Facilities installed by the Grantee pursuant to this grant of easement, as well

as for all Separate Utility Facilities installed by the Grantee on its own Parcel. Each Owner shall maintain the Common Utility Facilities on such Owners' Parcel; provided that the Owners may separately provide for the responsibility and cost of installing the Common Utility Facilities.

(iv) Any installation, maintenance, repair, replacement, relocation and removal of Utility Facilities shall be performed by Grantee only after thirty (30) days advance notice to Grantor of Grantee's intention to do such work However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damage and/or harm), any such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances.

(v) All installation, maintenance, repair, replacement, relocation and removal of Utility Facilities shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as existed prior to the commencement of any such work.

(vi) After the Building on the Lowe's Parcel has opened for business and after the Building(s) on the County's Parcel(s) have been opened for business, no installation, repair or removal of Utility Facilities, except emergency repair work or other work previously approved by the affected Grantor shall be carried on during the period from November 15th through the next succeeding January 15th, and April 1st through July 4th, or on any weekends or as otherwise mutually agreed upon by the parties

(C) Easements to Public Utilities: Any grant or other conveyance of an easement to a public utility, as Grantee, by a Grantor on its Parcel shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions, in addition to the other provisions of Section 2 3, to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument

(i) The easement is non-exclusive;

(ii) All Utility Facilities installed pursuant to the easement shall, unless otherwise required by the public utility or the City of Galveston's building and/or zoning codes, be underground, except for manholes and manhole covers which shall be flush with

adjacent grade, and except as otherwise shown on plans subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed,

(iii) The right to use the surface areas for the purposes allowed under this ECCR is reserved,

(iv) Grantor reserves the right to require Grantee to relocate its facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense,

(v) Grantee shall not, in its use or installation, interfere with other installations and easements in the area,

(vi) Grantee shall protect its Utility Facilities against uses of the surface made by Grantor and others,

(vii) Grantee shall make adequate provisions for the safety and convenience of all persons using the area,

(viii) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;

(ix) **Grantee, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify, defend and hold harmless Grantor against all loss, liability, and costs (including reasonable attorney's fees and reasonable attorneys' fees on appeal) which may result to Grantor from the negligent or willful wrongful act or omission of Grantee, its agents, employees and contractors; and**

(x) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein

(D) Grantee's Rights as to Utility Facilities:

(i) Use of Separate Utility Facilities: The Grantor of any easement for Separate Utility Facilities under this Section 2 3 may use the utility facilities installed pursuant to such easement; provided, however, that any increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor; and provided, further, that Grantor gives written notice within the time period called for under, and otherwise complies with, the requirements of Section 2 3(D) (ii).

(ii) Relocation of Utility Facilities on Grantor's Parcel: Except during the period from November 15th through the following January 15th and the period from April 1st through July 4th, or except as otherwise mutually agreed, the Grantor of any easement under this Section 2 3 may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it, provided, however, that such relocation

(a) may be performed only after Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities;

(b) shall not interfere with or diminish the utility services to the Grantee however, temporary, reasonable interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the Grantee, and Grantee has been so notified in accordance with this Subsection. Grantor shall promptly reimburse Grantee for all costs, expenses and losses incurred by Grantee as a result of such interferences or diminutions, or both;

(c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question,

(d) shall be located underground, if reasonably possible, and

(e) shall be performed without cost or expense to Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to the Grantee are involved, in accordance with plans approved by the Grantee.

(iii) Limitation on Rights Nothing herein shall be construed to grant any Owner the right to utilize, drain into, or otherwise alter natural water flow into any detention or retention facilities located on or exclusively serving any other Owner's Parcel.

Section 2 4 Drainage: Each Owner hereby grants to the other Owner(s) easements to use, maintain and repair any storm water drainage system (the "Storm Drainage System") now or hereafter located on any Parcel, together with the right to discharge surface water runoff across portions of any Parcel in accordance with the design of the Storm Drainage System, provided,

however, that use, maintenance and repair of any Utility Facilities for the Storm Drainage System shall comply with Section 2.2. All Storm Drainage Systems shall be subject to the prior written consent of the Consenting Owners, which consent shall not be unreasonably withheld, conditioned or delayed Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of an Owner's Improvements substantially as shown on the Site Plan (including, without limitation, Buildings, curbs, drives and paving) shall be permitted, provided that the same is in accordance with a drainage plan approved by the Consenting Owners and which does not cause water to settle or pool within another Owner's Parcel.

Section 2 5 Construction Easements

(A) Each Owner hereby grants to the other Owner(s) temporary construction related easements in the Common Area of its (Grantor's) Parcel, and where appropriate and necessary in the Permissible Building Area on its (Grantor's) Parcel, but only prior to the commencement of construction by Grantor of Improvements on its own (Grantor's) Parcel, for the purpose of facilitating the initial construction of the Grantee Improvements contemplated within this ECCR.

(B) With respect to any Parcel on which fresh dirt is dumped, the area shall be sloped to meet any contiguous property within the Shopping Center or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining property or in accordance with a grading plan approved by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. But, nothing in this paragraph shall be construed to violate any current or future FEMA flood plain elevation requirements

(C) The location and use of all temporary construction easements under this Section 2 5 shall be subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed

(D) Each Grantee agrees to pay the Grantor any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by Grantor which may arise on account of or due to Grantee's exercise of its temporary construction easement rights under this Section 2 5 Each Grantee further agrees to use due care in the exercise of the rights granted under this Section 2 5 and, in the event the exercise of the rights granted under this Section 2 5 requires Grantee to enter upon the Parcel of Grantor, to first obtain

the consent of Grantor as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage to Grantor

(E) Each Owner covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of any other Owner, and shall not interfere with or interrupt the business operations conducted by any other Owner in the Shopping Center. Each Grantee shall keep access, egress and service drives utilized by exercise of such easements clean and shall wash them down daily. Furthermore, once the final topcoat of asphalt or concrete paving has been placed on the Lowe's or the County's Parcel(s) or any Common Area access, egress and service drives to the Lowe's or the County's Parcel(s), all construction traffic to or from the Lowe's or the County's Parcel(s) will be limited to the use of the following roadways Broadway (Avenue J), Ball Street (Avenue H), 54th Street, to be built 57th Street or such other roadways to which the parties mutually agree. **In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the temporary construction easements granted under this Section 2.5 and, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify, defend and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's exercise of said temporary construction easements, except to the extent occasioned by Grantor's grossly negligent or wrongful acts or omissions.**

(F) Grantee's Improvements made within such temporary construction easements shall, for purposes of cost allocation due to maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under this ECCR, be deemed to be part of the Grantee's Parcel and Building and shall be deemed not to be part of the Grantor's Parcel or Building for such purposes.

(G) Except as reasonably necessary for and during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Section 2 6 **Indemnification: To the extent permitted by the Constitution and laws of the State of Texas each Grantee shall indemnify, defend and hold its Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorney's fees on appeal), incurred in connection with**

**Grantee's use of the Easements in Sections 2.3, 2.4 and 2.5, except to the extent occasioned by Grantor's negligent or willful wrongful act or omission to act.**

Section 2.7 Sign Easement: The Owner of any Parcel containing a Center Sign hereby grants to the other Owners entitled under Section 4.3 of this ECCR the right to display a sign panel on the Center Sign, an easement for the access to, install, maintain, repair and replace such sign panel and to the Owner of the Lowe's Parcel and to the Owner of the County's Parcel(s) an easement for construction of the Center Sign(s), as the case may be.

Section 2.8 Cure Right Easements: Each Owner hereby grants to the Consenting Owners an easement and license to enter upon its Parcel for the purpose of exercising the cure rights provided under Article VI of this ECCR. **Each Grantee of the easements granted under this Section 2.8 shall, to the extent permitted by the Constitution and laws of the State of Texas, indemnify, defend and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's use of said easements, except to the extent occasioned by the Grantor's negligent or wrongful act or omission to act.** The duration of the easements granted under this Article II shall be coterminous with the respective provisions of the ECCR which give the Grantee the right or the obligation to perform the work described in this Section 2.8.

## ARTICLE III

## USE RESTRICTIONS

Section 3.1 Permitted Uses: Every Parcel shall be used only for federal, state or local governmental purposes except as provided otherwise herein, financial institutions, service shops, Retail Offices, retail stores selling retail merchandise normally carried in other shopping centers and restaurants with over fifty-one (51%) percent of gross revenues from food sales, all as subject to the further restrictions of this Article III "Retail Offices" shall mean offices of the type customarily found in retail shopping centers for use primarily with customers or clients including, without limitation, insurance offices, real estate offices, banks and financial institutions, travel agents, educational or training facilities, medical or dental offices, attorney offices, accountant offices or other professional services offices, subject to the terms of this ECCR. Space used by non-Retail Office users for office and administrative purposes in support

of retail operations, and which is not open to the general public, shall not be considered Retail Office

Section 3.2 Nuisances Subject to the provisions of Section 3 1, no Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on any Parcel which shall constitute a public nuisance to the community.

Section 3.3. Use Restrictions.

(A) During the term of this ECCR no portion of the Shopping Center on either the Lowe's or the County's Parcel(s) may be used for any of the following purposes without the prior written consent of the Consenting Owners which consent will not be unreasonably withheld.

(i) A liquor store, or a tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption, provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of food therein comprises at least fifty one (51%) percent of the restaurant's gross revenues

(ii) A bowling alley, billiards parlor, bingo parlor, arcade, game room or other amusement center.

(iii) A theater (motion picture or live performance).

(iv) A health club, gymnasium or spa

(v) A gas station, automobile fueling station, service station, automotive repair shop or truck stop. Notwithstanding the foregoing, a gas station or automobile fueling station shall be allowed on the Lowe's parcel. Also, this restriction shall not be construed to prohibit either the County or Lowe's from fueling, servicing or otherwise maintaining vehicles belonging to or leased by County or Lowe's.

(vi) A flea market, open air market, or pawn shop

(vii) A child day care facility.

(viii) A car wash, except on an Outparcel and where the same shall have been constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those solely utilized by the Lowe's Parcel

(ix) A medical clinic or medical office, including a hospital or an emergency services clinic; provided, however, that such restriction against a medical office shall not prohibit

dental, dermatology, chiropractic, osteopathic, ophthalmology, or optician clinics or offices or any general family practice office or clinic (but not a specialized clinic such as a family planning clinic, cosmetic surgery, immunology clinic, gynecology/obstetrics clinic, or indigent services clinic, other than those specific uses allowed in the previous clause) on the condition that the combined floor area for all such offices and clinics cannot exceed 4,000 square feet.

(x) A storage or mini-warehouse facility.

(xi) An establishment for the sale or rental of automobiles, trucks, mobile homes, boats or recreational motor vehicles, however, Lowe's shall have the right to rent or allow rental of delivery trucks and similar vehicles as an incidental part of its use of the Lowe's Parcel.

(xii) A dry cleaning plant, central laundry or Laundromat (provided, however, an establishment where laundry, dry cleaning, and the like is dropped off and picked up for cleaning and/or laundering at another location is permitted).

(xiii) A hotel or motel.

(xiv) A training or educational facility (including, without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers); provided that such restrictions shall not prohibit (i) the incidental use by Lowe's of an otherwise permitted business for training or classes, such as "how to" classes taught in conjunction with the sale of retail items from an otherwise permitted retail use, (ii) a Kumon, Sylvan Learning Center or a similar nationally recognized educational center providing tutoring services to K-12 students and operating at least fifty (50) centers under the same trade name, or (iii) a governmental training or educational facility

(xv) Veterinary hospital or animal raising or boarding facilities, except in connection of a Petsmart or PetCo as such stores are operated throughout the country as of the date hereof, or a similar nationally recognized pet supply store operating at least fifty (50) stores under the same trade name, provided (a) such activities are incidental to such operation and consistent with such services provided at the other locations, (b) any kennels, runs and pens shall be located inside the Building, and (c) the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the total square feet of the pet supply store. Such Owner shall use or require its tenant to use reasonable efforts not to permit its customers to

allow their pets to urinate or defecate in the Common Area and will promptly clean up, at its sole cost and expense, and prevent the accumulation of any pet stains, pet odors or pet droppings.

(B) During the term of this ECCR no portion of the Shopping Center may at any time, be used for any of the following uses whatsoever:

(i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation. magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts)

(ii) A massage parlor.

(iii) A Sexually Oriented Business

(iv) A skating rink.

(v) A mortuary, crematorium or funeral home

(vi) A mobile home or trailer court, labor camp, junkyard or stockyard.

(vii) A landfill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage

(viii) A telephone call center

(ix) A gambling establishment or betting parlor

(x) Assembling, manufacturing, industrial, distilling, refining, or smelting facility.

(xi) Any mining, oil, gas or other natural resource drilling, extraction or operation, except to the most restrictive extent permitted to be legally exercised by any owner or holder of any existing mineral rights reservation or royalties

Section 3 4 Exclusive Use Restriction for the Benefit of the Lowe's Parcel

(A) No portion of the Shopping Center other than the Lowe's Parcel may be used for the following purposes

(i) A hardware store or center.

(ii) An appliance store and/or lighting store or center

(iii) A home electronics store or center, provided, however, a Best Buy (provided that it shall not allow any area of its store to be used as a

Pacific Sales), Fry's or Radio Shack or similar regional or national chain establishment shall be permitted

(iv) A nursery and/or lawn and garden store and/or for the sale of Christmas trees

(v) A paint store or center, wall paper or wall covering store or center, tile store or center, flooring store or center, carpeting store or center, and/or home decor store or center.

(vi) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, stores operating under the Sears name (including, without limitation, Sears Hardware and Sears Home Appliance Showroom) or selling Sears branded goods (e g. Craftsman, Kenmore), Great Indoors, Pacific Sales, hhgregg, Conn's, Sutherlands, Scotty's and Orchard Supply

(B) These restrictions or exclusive rights shall also apply to prohibit a business having space in its store devoted to selling the merchandise described in subparagraphs (A)(i) through (A)(vi) when the aggregate of such space (including any outdoor areas) for all such items exceeds the lesser of (i) five percent (5%) of the floor area of such building (which shall include an allocable portion of the aisle space adjacent to the floor area of such use) or (ii) 1,000 square feet of floor area (which shall include an allocable portion of the aisle space adjacent to the floor area of such use)

Section 3 5. Proprietary Rights of Lowe's

Any owner, occupant or person owning, leasing or otherwise making use of any portion of the Shopping Center shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) utilized by Lowe's Home Centers, Inc. or its affiliated companies ("Lowe's"), in connection with the Shopping Center or the conduct of its business thereat are registered and/or

the proprietary property of Lowe's or its affiliates, (ii) except as provided below, no usage of those marks or names will be made in naming or referring to any activity within or without the Shopping Center and (iii) no usage of such marks or names shall be made without the prior written consent of Lowe's and Lowe's legal counsel, which consent Lowe's may withhold in its sole discretion Lowe's reserves the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Lowe's and to charge a fee or royalty therefor. But, nothing in this Section 3 5 will be construed to prohibit any such owner, occupant or person leasing or otherwise making use of any portion of the Shopping Center from advertising in any form of media or newspaper or other advertising flyer that they are located in the same Shopping Center as Lowe's as long as they do not portray that they are associated with Lowe's.

## ARTICLE IV

## GENERAL CONSTRUCTION & DEVELOPMENT

Section 4.1. Development Parameters

(A) Permissible Building Areas All Buildings must be constructed within a Permissible Building Area. No Building can exceed the Maximum Square Footage shown for each Permissible Building Area on the Site Plan No building, structure or improvements (other than Common Area Improvements) shall be erected or maintained outside of a Permissible Building Area. The Permissible Building Areas and Maximum Square Footages as shown on the Site Plan cannot be changed without the prior written consents of the Consenting Owners, which changes shall be reflected in an amendment to this ECCR.

(B) Parking Requirements: The County's Parcel(s) and all Outparcels shall be self-supporting with respect to parking and shall each contain not less than twelve (12) paved full size automobile parking spaces per each 1,000 square feet of building floor area for restaurant use (including fast food restaurants) and five (5) paved full size automobile parking spaces for each 1,000 square feet of building floor area for any other permitted use constructed thereon or the number of parking spaces required by applicable law or City granted variance, whichever is greater. The Lowe's Parcel shall contain no fewer than 3.5 parking spaces per each 1,000 square feet of heated building floor area on the Lowe's Parcel or the number of parking spaces required by applicable law or City granted variance whichever is greater. To be self-supporting, the parking spaces must be located on each such parcel so that parking spaces available on other Parcels or

available through easements with other Parcels cannot be counted in meeting the requirements of this Section.

(C) Fire Protection. Any building, structure or similar improvements constructed in the Shopping Center shall be constructed and operated in such a manner that will preserve the sprinklered rate on the other Buildings, structures or similar improvements in the Shopping Center The Parties acknowledge that Lowe's initially proposes to construct on the Lowe's Parcel a Building which is classified as an "unlimited area building" under certain building codes The term "unlimited area building" as used in this ECCR refers to a building that is allowed to exceed area limitations stipulated in the applicable building code, not by virtue of its construction type, but as a condition of its isolation on the property and by its inclusion of a sprinkler system To facilitate the construction and continuing fulfillment of such requirements, no Permissible Building Area, Buildings or other Structures shall be located within sixty (60) feet of any existing or proposed Building on the Lowe's Parcel. In addition, Lowe's agrees that it will not build any building or other structure on its Permissible Building Area that is located closer than sixty (60) feet of any boundary line

(D) Condition Prior to Construction After the Building on the Lowe's Parcel has initially opened for business, each Parcel shall be kept neat, orderly, mowed as necessary and trimmed (or improved as Common Area) until improved and constructed

Section 4 2 Building Design, Harmony

(A) All structures (including Common Area Improvements such as lighting) erected within the Shopping Center shall be architecturally harmonious (including, without limitation, harmonious colors, materials and designs). The Consenting Owners shall cooperate in creating a reasonably harmonious exterior appearance for the Buildings and Improvements to be constructed by them within the Shopping Center, acknowledging however that the Owner of the Lowe's Parcel may, construct its initial Building and improvements as shown on the plans prepared by Duplantis Design Group, P.C and Davidson Landscape Architects L.L C listed on Exhibit C as approved by the County on May 24, 2011. All Buildings within the Shopping Center, with the exception of governmental or professional office buildings, shall be single story Modifications of initial structures as well as construction of subsequent structures (including Common Area Improvements such as lighting) erected within the Shopping Center shall also be required to be architecturally harmonious (including, without limitation, harmonious colors, materials and designs) and subject

to approval by all Consenting Owners as set forth in this Section 4.2(A) regardless of whether or not such modifications of such initial structures or such subsequent structures are constructed by Lowes, the County or their successors or assigns and which approval shall not be unreasonably withheld, conditioned or delayed.

(B) Approvals. Except as provided in Section 4 2(A) (i.e the construction of Lowe's initial building) no buildings or structures shall be erected or allowed to remain on any Parcel unless a set of proposed civil plans, including overall site plan, utility plan, grading and drainage plan, elevation drawings and architectural renderings (depicting the exterior elevations of all sides, materials, colors and dimensions), in electronic and/or 11' by 17" format plan (collectively, the "Plans"), have been presented to and approved in writing by the Consenting Owners prior to commencing clearing, grading, or construction of a building of any kind on any Parcel, which approval shall not be unreasonably withheld, conditioned or delayed Upon completion of the Building foundation, an actual field survey of the foundation shall be presented to the Consenting Owners to ensure that it has been constructed in accordance with the Plans. All improvements shall comply with the Plans as approved by the Consenting Owners unless changes are approved in writing by the Consenting Owners. The right to make inspections necessary to assure compliance is reserved to the Consenting Owners After initial construction of Buildings and other Improvements, except as provided in Section 4.2(A) ((i e. the construction of Lowe's initial building), no Owner shall make alterations (including, without limitation, harmonious colors, materials and designs) that will substantially change the exterior of its Buildings without the consent of the Consenting Owners, such consents not to be unreasonably withheld, conditioned or delayed.

(C) Construction Timing. Weather permitting, all paving and landscaping will be finished upon completion of the Building, but in no event shall it be installed later than ninety (90) days after the Building is occupied.

Section 4 3 Signage.

(A) The parties agree that there will be no Shopping Center pylon or multiple occupant monument sign ("Center Sign") unless otherwise subsequently agreed to by the Consenting Owners

(B) Single occupant monument signs ("Monument Sign") may be located at the location(s) shown on the Site Plan as "Monument Sign" Each Owner shall be entitled to use the

Monument Sign, if any, shown on such Owner's Parcel, and shall be solely responsible for all costs of construction, maintenance and repair of such Monument Sign. The Owner of the Lowe's Parcel shall be allowed to use the Monument Sign shown as "Lowe's Monument Sign" on the Site Plan

(C) The locations of the initial Lowe's Monument Signs are shown on the plans prepared by Duplantis Design Group, P.C and Davidson Landscape Architects L.L C attached hereto as Exhibit C that have been approved by the County on May 24, 2011 The location of any other Monument Sign and the design of any Monument Sign shall be subject to the prior written consent of the Consenting Owners. If an Owner desires to erect a Monument Sign (other than the initial Lowe's Monument Signs), it shall make its request in writing to the Consenting Owners with a copy of the sign plans. The Consenting Owners shall then have thirty (30) days from receipt of the notice to object to the proposed sign and to state the reason for the objection. Consents under this section shall not be unreasonably withheld, conditioned or delayed and, in the event of an objection, the parties agree to use their best efforts to mutually resolve the objection in an expeditious, diligent and speedy manner

(D) Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3' 3" in height, the type and location of such signs to be approved by the Consenting Owners.

(E) There shall be no other free standing signs allowed in the Shopping Center and there shall be no rooftop signs allowed in the Shopping Center

Section 4.4 Outparcel Development Any Outparcel sold or developed within Shopping Center will only be developed under the following guidelines

(A) Buildings constructed on any of the Outparcels shall not exceed one (1) story, except that a governmental or professional office building not exceeding four (4) stories shall be permitted on the Parcel, provided that such governmental or professional office building shall (i) front on Ball or 54th Street and (ii) only be constructed in the "Multi-Story Area" as shown on the Site Plan.

(B) There shall be no more than three (3) buildings constructed on the County's Parcel(s)

(C) With the exception of governmental or professional office buildings, buildings constructed on any of the Outparcels shall not exceed twenty one (21) feet on roofline and twenty four (24) to twenty six (26) feet on architectural features in height, as measured from the finished floor elevation of the parking area of the Shopping Center.

(D) No building constructed on any Outparcel shall have a metal exterior.

(E) Any rooftop equipment installed on any Outparcel shall be screened in a manner reasonably satisfactory to the Consenting Owners

(F) No rooftop signs shall be erected on any building constructed on any Outparcel.

(G) A Monument Sign may be erected on any Outparcel only with the prior written consent of the Consenting Owners (as provided in Section 4.3(D) above), but in no event shall such Monument Sign block the visibility of any signage on any Building located on the Lowe's Parcel or the visibility of any initial Lowe's Monument Sign.

(H) Any Owner or other party purchasing or leasing from County and having an ownership or leasehold interest in an Outparcel shall repair any damage caused to any of the Utility Facilities, as described in Section 2.3 of this ECCR, serving the Shopping Center and the Outparcel which is caused by such Owner or party, to the extent the Outparcel benefits from any of the Utility Facilities serving the Shopping Center and the Outparcel.

(I) The foregoing restrictions and agreements are imposed on each of the Outparcels for the benefit of the entire Shopping Center The agreements, restrictions and covenants herein made shall be deemed restrictive covenants running with the land and shall be binding upon each of the Outparcels and any person who may from time to time own, lease, or otherwise have an interest in any of the Outparcels

Section 4.5 Performance of Construction Work Generally. All construction, alteration or repair work ("Work") undertaken by an Owner that began prior to, or is continuing after, the Building on the Lowe's Parcel has opened for business shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking such Work shall: (i) pay all costs and expenses associated with such Work; (ii) take necessary measures to minimize disruption and inconvenience caused by such Work, (iii) make adequate provisions for the safety and convenience of the Owners and their Permittees, (iv) control dust, noise and other effects of such work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area, (v) repair any and all

damage which may be caused by or result from such Work; (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such Work, **(vii) to the extent permitted by the Constitution and laws of the State of Texas, indemnify, defend and hold harmless all other Owners in the Shopping Center against any mechanics liens for such Work, particularly as to Common Areas; and (viii) obtain all necessary governmental approvals.** Such Work shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede the Shopping Center ingress or egress from public streets without the prior written consent of the impacted party The party performing such Work shall limit all construction work and staging areas to its own Parcel and, except as otherwise may be permitted by an adjacent Parcel Owner in writing, not encroach on any Common Areas on any other Parcel and shall not utilize parking areas of any other Parcel. In connection with Work performed within the Permissible Building Areas of the constructing Owner, incidental encroachment upon the Common Area of the party performing such work may occur in the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of portions of such Common Area, if such encroachment is kept within reasonable requirements of such Work expeditiously pursued. For construction purposes, ingress and egress from public streets and the Common Areas may be utilized: (a) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such Work (but each Owner performing Work shall, to the extent reasonably possible and subject to Section 2 5, limit such access to its own Parcel) and (b) temporary storage and parking on the constructing Owner's Parcel of materials and vehicles in connection with such Work. All such Work for which a license is granted above (i) which will be performed by an Owner on another Owner's Parcel (subject to Section 2 5), or (ii) which would adversely affect the ingress and egress to the Shopping Center the availability of parking and/or circulation of traffic in the Shopping Center, or the operation and supply of common utility facilities to or in the Shopping Center shall be undertaken only after giving the other Owners thirty (30) days prior written notice of the Work to be undertaken, and the scope, nature, duration, location and extent of the Work. Such notice shall include any plans and specifications for the Work ("Plans") No such Work shall be performed in the Common Areas without the prior written consent of the Owner of the Lowe's Parcel or the County's Parcel(s), whichever is appropriate, such consent not to be unreasonably withheld,

conditioned or delayed. In the event of any emergency involving an immediate and imminent threat of substantial harm or injury to persons or property, only such notice as may be reasonable under the circumstance shall be required.

Section 4.6 Compliance in Construction: All work which an Owner undertakes pursuant to this ECCR shall comply with the Plans, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable laws, ordinances, rules and regulations, including procurement of all licenses and permits required for such Work. The consent by the Owner of the Lowe's Parcel or the consent by the Owner of the County's Parcel(s) of any such Work or Plans, under any provisions of this ECCR, shall not constitute any assumption of responsibility for the accuracy, sufficiency or propriety of such Work or Plans, nor shall such consent constitute a representation or warranty that such Work or Plans will be economic to construct or will comply with law.

Section 4 7 Construction Insurance.

(A) Prior to commencing any construction activities within the Shopping Center, each Owner/Occupant shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverage set forth below:

(i) Worker's Compensation and Employer's Liability Insurance. The general contractor and each of its subcontractors shall carry workers' compensation and employer's liability coverage as outlined below

(a) Worker's compensation insurance as required by any applicable law or regulation with statutory limits.

(b) Employer's liability insurance in the amount of $1,000,000 each accident for bodily injury, $1,000,000 policy limit for bodily injury by disease and $1,000,000 each employee for bodily injury by disease

(ii) Commercial General Liability Insurance Commercial General Liability insurance covering all operations by or on behalf of the general contractor and any subcontractors, which shall include the following minimum limits of liability

(a) $2,000,000 each occurrence for bodily injury, death and property damage,

(b) $5,000,000 per project aggregate for products and completed operations (which shall be maintained for a three (3) year period following final completion of work).

The commercial general liability policy shall include coverage for contractual liability and shall be endorsed to include coverage for Explosion, Collapse and Underground (XCU) hazard, if applicable. If the commercial general liability policy does not provide for per project aggregate limits as required herein, then the insuring party shall carry coverage sufficient to bring the aggregate limits for the general aggregate and the products/completed operations aggregate to not less than $10,000,000 each (may include excess liability coverage)

(iii) Automobile Liability Insurance. Automobile liability insurance covering any auto with minimum combined single limit of $1,000,000 for bodily injury, death and property damage. The general contractor shall require each of its subcontractors to maintain automobile liability insurance covering any auto with minimum combined single limit of $1,000,000 for bodily injury, death and property damage

(iv) Builders Risk Insurance. Builder's Risk insurance with limits up to the maximum coverage obtainable through National Flood Insurance and the Texas Wind Pool Association or the replacement costs of the improvements on a completed value basis, whichever is lesser, including coverage for on-site materials and materials in-transit or stored off-site, naming the County, Owner, the general contractor and subcontractors as additional insureds

(B) If the construction activity involves the use of another Parcel, then the Owner and mortgagee of such Parcel shall each be additional insured(s) under the commercial general liability required herein and such insurance shall provide that the insurance shall not be canceled without endeavoring to provide thirty (30) days prior written notice to the additional insureds. If such insurance is canceled or expires, then the constructing party shall immediately stop all work on or use of the other Owner's Parcel until either the required insurance is reinstated or replacement insurance obtained. Each Owner or occupant, as the case may be, shall supply or cause its general contractor to supply each Owner with certificates with respect to all insurance required by this Section The insurance required pursuant to this Section 4.7 shall be primary for any claims resulting from the performance by or on behalf of general contractor of the services herein.

(C) All insurance required herein shall be procured from either companies authorized to do business in the United States and the State of Texas and shall be rated by A M Best at not less than A-/VII or, in the event the insured is a governmental entity, governmental insurance pools available to that entity, e.g. Texas Municipal League or Texas Association of Counties. The commercial general liability insurance may be provided under (i) an individual policy covering this location with per project minimum limits of $2,000,000 per occurrence and aggregate limits of $5,000,000 each general aggregate and products/completed operations aggregate, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such party (provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $10,000,000, then such insuring party shall also maintain excess liability coverage necessary to establish a total aggregate limit of $10,000,000 each for the general aggregate and the products/completed operations aggregate), (iii) a plan of self-insurance, provided that any party so self-insuring notifies the other parties of its intent to self-insure and agrees that upon request it shall deliver to such other parties each calendar year a copy of its annual report or its CAFR (Comprehensive Annual Financial Report) that is audited by an independent certified public accountant which discloses that such party (as to Lowe's such party shall consist of Lowe's and its parent corporation and as to County such party shall consist of the County of Galveston, a political subdivision of the State of Texas) has a net worth in excess of $125,000,000 as determined by generally accepted accounting principles consistently applied, or (iv) a combination of any of the foregoing insurance programs. A party is excused from the requirement to deliver a copy of its annual report or its CAFR provided a copy is publicly available through the internet or similar means To the extent of any deductible carried by a party, such party shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed $250,000 unless such party complies with the requirements regarding self-insurance pursuant to (iii) above. Each party agrees to furnish to any party requesting in writing the same, a certificate(s) of insurance evidencing that the insurance required to be carried by such party is in full force and effect.

(D) The insurance required above shall provide that except with respect to the limits of insurance, the coverage applies separately to each insured against whom claim is made or suit is brought and contains no cross-claim exclusions. All insurance required pursuant to this

Section 4 6 shall be written on an occurrence form utilizing the most current ISO policy form (or equivalent)

Section 4 8 Damage and Destruction: In the event of the destruction or damage to any extent to any Buildings or Improvements located in the Shopping Center, the affected Owner shall, (unless, due to no fault of the affected Owner, it is unable to obtain the necessary Building Permits from the City of Galveston,) either: (1) diligently commence and pursue completion of the repair or restoration of such Building or Improvement, or (2) within ninety (90) days after the destruction or damage, level such Building or Improvement, remove the debris and keep the Parcel neat, orderly, planted in grass or other natural vegetation and mowed/trimmed(or otherwise treated for dust and weed control) so that the Parcel is in a clean, orderly, sightly and safe condition until it is subsequently improved, constructed upon and operated In the event any Building, structure or other Improvement on an Outparcel shall be damaged or destroyed by any fire or other casualty, the Owner, lessee or user of the Outparcel shall, (unless, due to no fault of the affected Owner it is unable to obtain the necessary Building Permits from the City of Galveston,) within thirty (30) days of such damage or destruction (a) commence to repair and/or reconstruct such improvements to the condition required by this Section; or (b) level such Building or improvement, remove the debris from the Outparcel and keep the Outparcel neat, orderly, planted in grass and mowed/trimmed until subsequently improved, constructed upon and operated so that the Parcel is in a clean, orderly, sightly and safe condition

Section 4 9 Eminent Domain:

(A) Owner's Right to Award Nothing herein shall be construed to give any Party any interest in any award or payment made to any other Party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other Party's Parcel giving the public or any government any rights in said Parcel In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Area located in the Shopping Center, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the Owner thereof, and no claim thereon shall be made by the Owners of any other portion of the Common Area, except that (i) if the taking includes a Sign Easement or improvements benefitting more than one Party, including but not limited to any Utility Facilities or Common Area Improvements, the parties agree to cooperate to reasonably relocate such improvements and the portion of the award allocable thereto shall be used to relocate, replace or

restore such improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this ECCR, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof.

(B) Collateral Claims. All other Owners of the Common Area may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another Owner.

(C) Tenant's Claim. Nothing in this Section 4 9 shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between tenant and Owner for all or a portion of any such award or payment.

(D) Restoration of Common Area. The Owner of any portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area within its respective Parcel as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Owner

## ARTICLE V

## MAINTENANCE, TAXES AND INSURANCE

Section 5 1 Maintenance. Each Owner hereto shall maintain the Building(s) and the Common Areas on its Parcel in good order and condition and state of repair in accordance with the standards of good shopping center operations including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair or lighting standards and signs Each Owner covenants that it, in addition to other requirements of this Section, will keep the inside and outside of all glass in the doors and windows of its buildings clean, will maintain its buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests, will not permit accumulation of garbage, trash, rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed, and will keep the Common Areas on its Parcel clear of accumulations of ice and snow The maintenance and repair of the Buildings and Improvements on each Parcel should be

of such a character that their appearance will be that of a unified shopping center and, accordingly, the Parties agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance.

(A) Lighting: Each Owner shall cause the Common Area on its Parcel to be adequately lit for at least the hours during which the business on the Lowe's Parcel is open for business and for one (1) hour after Closing In addition, at all other times, sufficient lighting shall be required so as to enable law enforcement personnel to adequately patrol the Common Area without the need for additional lighting Each Owner shall be solely responsible for the payment of all electricity bills for lighting located on the Common Area on its Parcel. In the event an Owner wishes to have the Common Area lights on another Owner's Parcel, more brightly illuminated before or after the required time period, an Owner shall have the right, at any time, to require the Owner that controls the lighting on such Parcel to keep the Common Area lights it controls operating as stipulated by the requesting Owner, provided that the requesting Owner provides written notice to the other Owner not less than fifteen (15) days in advance and agrees to reimburse the other Owner 110% of the reasonable cost for such additional operation, including electrical power and bulbs, within forty-five (45) days of receipt of an invoice with reasonable documentation of the costs.

Section 5.2 Maintenance Director: Subject to the mutual agreement of each of the Consenting Owners, a third party may be appointed to maintain and repair the Common Areas in the manner as above outlined (the "Maintenance Director"). The Maintenance Director may receive for such agency a fee that is mutually acceptable to the Consenting Owners to cover supervision, management, accounting and similar fees. The cost of all maintenance and repair activities undertaken by the Maintenance Director, together with the agency fee, shall be prorated between all Owners based upon acreage owned. An Owner shall pay its proportional share of all such costs and fees within forty five (45) days following its receipt of a detailed invoice thereafter In addition, if the Owner is the County, the provisions of the Texas Prompt Payment Act will apply and supersede other provisions contained herein.

Section 5.3 Failure in Performing Maintenance Responsibilities In the event that an Owner fails or defaults in its maintenance obligations as set forth in Section 5 1, which failure continues for a period of thirty (30) days (ten [10] business days in the event of a failure to pay

money) after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a breach under the ECCR and either Consenting Owner (the "Curing Party") may thereafter perform such maintenance obligations, in addition to such Owner's other remedies. The Curing Party shall then invoice the defaulting Owner for the expenses incurred. The defaulting Owner shall have fifteen (15) days to pay the Curing Party after receipt of the invoice If the defaulting Owner is the County, the provisions of the Texas Prompt Payment Act will apply and supersede other provisions contained herein. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) day period until paid.

Section 5 4 Taxes: The Owner of each Parcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel. In the event an Owner fails to pay when due all taxes and assessments described herein, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a breach under this ECCR and either Consenting Owner (the "Curing Party") may, in addition to such Owners' other remedies, thereafter pay such taxes if such taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes The Curing Party shall then invoice the defaulting Owner for the expenses incurred The defaulting Owner shall have ten (10) business days after receipt of the invoice to pay the Curing Party If the defaulting party is the County, the provisions of the Texas Prompt Payment Act will apply and supersede other provisions contained herein. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) business day period until paid

Section 5.5 Insurance: Each Owner will at all times maintain or cause to be maintained with respect to its Parcel and all Buildings and Improvements thereon: (i) commercial property insurance insuring against risk of direct physical loss or damage, including the perils of fire, wind, flood and earthquake, for the full replacement cost of the Building(s) and Improvements located thereon or to the maximum amount of coverage that is available through the National Flood Insurance Program and the Texas Wind Pool Association,

whichever is lesser, and (ii) except as otherwise pertains to the County as stated below, commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about such Owner's Parcel with minimum limits of not less than TWO MILLION DOLLARS ($2,000,000.00) per occurrence and FIVE MILLION DOLLARS ($5,000,000) general aggregate (may include excess liability policies). Nothing herein shall be construed from prohibiting an Owner which has a net worth in excess of ONE HUNDRED TWENTY FIVE MILLION DOLLARS ($125,000,000) as determined by generally accepted accounting principles consistently applied, from self-insuring for such insurance coverage (as to Lowe's, the net worth requirement may be met through the combined net worth of the contracting Owner and its parent corporation) All insurance required pursuant to this Section 5.5 shall be written on an occurrence form utilizing the most current ISO policy form (or equivalent) Each Owner agrees to furnish to any other Owner requesting in writing, a certificate(s) of insurance evidencing that the insurance required to be carried by such Owner is in full force and effect In the event the Owner is the County, the County may self insure against general liability and the limits of the commercial general liability insurance required of the County shall be those prescribed by what is commonly called the Texas Tort Claims Act as it currently exists or may hereafter be amended.

Section 5 6 Failure to Carry Insurance: In the event an Owner fails to maintain the insurance or to self insure itself as described above, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a default under this ECCR and the Owner of the Lowe's Parcel and/or the Owner of the County's Parcel(s) (the "Curing Party") may, in addition to such Owners' other remedies, thereafter obtain and pay for such insurance. The Curing Party shall then bill the defaulting Owner for the expenses incurred The defaulting Owner shall have fifteen (15) days within which to pay the bill If the defaulting Owner is the County, the provisions of the Texas Prompt Payment Act shall apply and supersede other provisions contained herein. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) days period until paid

Section 5 7 **Cross Indemnity: To the extent not covered by the insurance policies described above, and to the extent permitted by the Constitution and laws of the State of**

**Texas each Owner (the "Indemnitor") will pay, and indemnify, defend and hold harmless the other Owner (the "Indemnitee") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel; (ii) any use or condition of the Indemnitor's Parcel; and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, agents or employees.**

Section 5.8 Waiver of Subrogation: Each Owner (the "Releasor") hereby releases the other Owners (the "Releasees"), to the extent of their agreed insurance coverage or any amounts covered under a program of self insurance pursuant to Section 5.5, from any and all liability for any loss or damage caused by fire or any of the losses covered by the releasing party's property insurance or loss covered by the releasing party's commercial general liability insurance, even if such property or casualty loss shall be brought about by the fault or negligence of the other Owner The Owners agree to include in their insurance a clause permitting such release Failure by any Owner to include this release in their insurance policies shall relieve all other Owners from the obligation to grant the release as to such failing Owner Except as provided herein, nothing contained in this agreement shall be deemed to release any party from liability for damages resulting from the fault or negligence of that party or its agents, contractors or employees.

ARTICLE VI

DEFAULT, REMEDIES

Section 6 1 Default: The occurrence of any one or more of the following events shall constitute a breach of this ECCR by the non-performing party (the "defaulting Owner"):

(A) The failure to perform any obligation of Article V hereof and to cure such failure within the time requirements cited therein which shall be a breach under this ECCR without necessity of any further notice to the defaulting party other than as provided for in Article V;

(B) The failure to make any payment required to be made hereunder within ten (10) business days of the due date which shall be a breach under this ECCR without necessity of any notice to the defaulting party, or

(C) The failure to observe or perform any other of the covenants, conditions or obligations of this ECCR or to abide by the restrictions and requirements herein provided, other

than as described in (A) above, which shall be a breach under this ECCR after expiration of thirty (30) days after the issuance of a notice by a non-defaulting Owner ("Non-Defaulting Owner") specifying the nature of the default claimed.

Section 6.2 Remedies for all Owners: Each non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Owner or any other person for breach of any easement or restriction benefiting such non-defaulting Owner Such proceeding shall include the right to restrain by injunction any such violation or threatened violation and to obtain a decree to compel performance of any such easements or restrictions. No Permittee shall have the right to bring any action to enforce any provision of this ECCR and no enforcing Owner shall have the obligation to join any Permittee in any action to enforce this ECCR.

Section 6.3 Right to Cure: With respect to any default under Section 6 1, any Non-Defaulting Owner who is a Consenting Owner (the "Curing Owner") shall have the right, but not the obligation, in addition to any remedy available at law or equity, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner (except as otherwise limited in Article V); provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the Curing Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter To effectuate any such cure, the Curing Owner shall have the right to enter upon the Parcel of the defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. Each Owner shall be responsible for the non-performance or default of its Occupants and lessees. In the event any Curing Owner shall cure a default, the defaulting Owner shall reimburse the Curing Owner for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made If the defaulting Owner is the County, the provisions of the Texas Prompt Payment Act shall apply and supersede other provisions contained herein.

Section 6.4 Liens: Costs and expenses accruing and/or assessed pursuant to Section 6.3 above and the amounts described in Section 6 1 shall constitute a lien against the

defaulting Owner's Parcel A lien under this Section 6.4 or under Article V shall attach and take effect upon recordation of a claim of lien in the applicable real estate records office of the county in which the said Parcel is located, by the Curing Owner or Curing Party making the claim or upon such earlier date or event specified in this ECCR If a claim of lien is recorded, it shall include the following

(A) The name and address of the lien claimant;

(B) A statement concerning the basis for the claim of lien and identifying the lien claimant as a Curing Owner and/or Curing Party,

(C) An identification by name and address (if known) of the Owner or reputed Owner of the Parcel or interest therein against which the lien is claimed;

(D) A description of the Parcel against which the lien is claimed;

(E) A description of the work performed which has given rise to the claim of lien,

(F) A statement itemizing the total amount due, including interest; and

(G) A statement that the lien is claimed pursuant to the provisions of this ECCR, reciting the date, book and page of recordation hereof

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.5 below The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State in which the Shopping Center is located.

Section 6.5 Cumulative Remedies: All of the remedies permitted or available to a Consenting Owner under this ECCR or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy

Section 6 6 No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of

such default No waiver by any Owner of any default under this ECCR shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this ECCR shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this ECCR.

Section 6.7 No Termination for Breach. No breach, whether or not material, of the provisions of this ECCR shall entitle any Owner to cancel, rescind or otherwise terminate this ECCR, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this ECCR

Section 6 8 Limitation of Liability: Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by this ECCR only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by this ECCR only during the period such person is the fee leasehold Owner or occupant of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.8, the easements, covenants and restrictions in this ECCR shall continue to be benefits to and servitudes upon said Parcels running with the land

Section 6 9 Attorneys Fees In the event of a breach hereof, the non-prevailing Owner shall pay the reasonable attorney's fees (and the reasonable attorneys' fees on appeal) of the prevailing Owner

## ARTICLE VII

## MISCELLANEOUS

Section 7 1 Estoppel Certificates. Each Owner shall upon not less than thirty (30) days from receipt of written notice from the requesting Owner execute and deliver to the requesting Owner, not more often than once in any calendar year for no charge, an estoppel certificate stating that (i) either this ECCR is unmodified and in full force and effect or has been modified

(and stating the modification), and (ii) whether or not such Owner has sent any notice of any default to any other Owner under this ECCR

Section 7 2 Term and Perpetuity: Except as otherwise set forth herein, the agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Owners, their heirs, executors, administrators, successors, successors-in-title, and assigns for a term of sixty (60) years from the date hereof, and shall be renewed automatically for successive ten (10) year periods, unless the Owners terminate or affirmatively elect not to renew this ECCR by the consent of all the Owners pursuant to a writing recorded in the real property records of the county and state in which the Shopping Center is located Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by this ECCR or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land. Upon termination of the agreements, conditions, covenants and restrictions of this ECCR, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this ECCR, except as related to the easements cited and mentioned herein, shall terminate and have no further force or effect

Section 7.3 Entire Agreement: This ECCR, together with any Exhibits referred to herein, constitute the entire agreement between the parties hereto The Parties do not rely upon any statement, promise or representation no herein expressed.

Section 7 4 Amendment: This ECCR may not be amended except by agreement of the Consenting Owners in writing

Section 7.5 Transfer of Interests, Notices:

(A) In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any Parcel subject to this ECCR, or any portion thereof, the Acquiring Party shall execute and file in the land records of Galveston County, State of Texas, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this ECCR may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, or

deposit with a nationally recognized overnight delivery service, a copy of such Notice Statement to all other Owners of any Parcel subject to this ECCR, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Galveston County, State of Texas (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section, it shall not be entitled to receive any notice required or permitted to be given under this ECCR, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party Any change of address shall require the filing and mailing of a new Notice Statement Until such time as the Notice Statement for such change of address is effective pursuant to the terms of this Section, the last address of said party shall be deemed to be the proper address of said party. It is understood and agreed that the provisions of this Section 7.5 regarding the recordation of the Notice Statement are satisfied with respect to County and Lowe's.

(B) Any notice or invoice required or permitted to be given under this ECCR shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the Party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Party):

| | |
|---|---|
| County: | Hon. Mark Henry<br>County Judge<br>County of Galveston<br>722 Moody,2nd Floor<br>Galveston, Texas 77550 |
| with a copy to | Harvey Bazaman<br>Director, County Legal<br>County of Galveston<br>722 Moody, 5th Floor<br>Galveston, Texas 77550 |
| Lowe's: | Lowe's Home Centers, Inc.<br>Box 1111<br>North Wilkesboro NC 28656<br>1605 Curtis Bridge Road, Wilkesboro, NC 28697<br>Attention. Real Estate Director- South/South Central Region |

with a copy to Lowe's Home Centers, Inc.
Box 1000
Mooresville NC 28115
1000 Lowe's Blvd., Mooresville, NC 28117
Attention: Legal Department (NB6LG)

Section 7 6 Ground Lessee Assignment: The rights and obligations of any Owner hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such Owner and such ground lessee or lessees

Section 7 7 Covenant to Open No Covenant to Continuously Operate: As set forth in Paragraphs 39 and 40 of that one certain Agreement to Sell and Purchase Real Estate between Lowe's and the County dated January 19, 2011, a copy of which may be found in the minutes of the Galveston County Commissioners' Court meeting held on January 19,2011 the Owner of the Lowe's Parcel has agreed to commence construction of a Lowe's on or before one hundred twenty (120) days after acquisition of the Lowe's Parcel with minimum square footage of 94,000 and to complete construction and open to the public within twenty four (24) months following the commencement of construction, subject to events of force majeure Thereafter, the Owner of the Lowe's Parcel is not obligated to continuously operate a business on the Lowe's Parcel and, specifically, is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or any store on the Lowe's Parcel. Nothing contained in this ECCR shall be construed, interpreted or otherwise read to require the Owner of the Lowe's Parcel to continue to operate a business on the Lowe's Parcel or to prevent the Owner of the Lowe's Parcel from closing its business on the Lowe's Parcel.

Section 7 8 Severability. In the event any provision or portion of this ECCR is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 7.9 No Public Dedication Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Shopping Center or any portions thereof, to the general public, or for any public use or purpose whatsoever with the exception that the parties agree that sufficient Right of Way will be dedicated and conveyed to the City of Galveston by Lowe's and

other third parties to enable the construction of an extension of 57th Street from Avenue H (Ball) to Avenue J (Broadway) provided, however that Lowe's shall not be required to dedicate and convey any portion of the Lowe's Parcel unless the other third parties agree to do the same Except as may be specifically provided herein, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 7 10 Counterparts: This ECCR may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument

Section 7 11 Relationship of the Parties: Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Owners It is understood that the relationship between the Parties hereto and Owners is an arms length one that shall at all times be and remain that of separate owners of real property No Party hereto nor any Owner shall have the right to act for or on behalf of another Party or Owner, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party or Owner to be charged or bound, except as otherwise specifically provided herein

Section 7 12 Construction of Documents Each of the Parties has participated in negotiations in the drafting of the terms and conditions of this ECCR, the Parties agree that this ECCR shall be construed without regard to the identity of the person or Party who drafted the various provisions and any rule of construction that a document is to be construed against the drafting party shall not be applicable. Whenever required by the context of this ECCR, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa

Section 7 13 Governing Law As long as the County of Galveston is the Owner of all or any portion of the County's Parcel(s), this ECCR shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County Upon sale by the County of one hundred percent (100%) of its interest in the County's Parcel(s) to a third party(ies), other than the federal government or another political subdivision of the State of Texas, this ECCR shall be governed by and construed in accordance with the laws of the state of North Carolina In addition, upon sale by the County of one hundred percent (100%) of its

interest in the County's Parcel(s) to a third party(ies), other than the federal government or another political subdivision of the State of Texas, the Parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the State of North Carolina in all questions and controversies arising out of this Agreement In the event the federal government or another political subdivision of the State of Texas becomes an Owner of all or any portion of the County's Parcel(s), this ECCR shall continue to be governed by and construed in accordance with the laws of the State of Texas and venue shall continue to lie in Galveston County

Section 7.14 Waiver of Jury Trial: WITH THE EXCEPTION OF THE COUNTY OF GALVESTON THE PARTIES AND ALL PERSONS WHOSE RIGHTS DERIVE BY, THROUGH OR UNDER SUCH PARTIES, HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM ON ANY MATTERS ARISING OUT OF OR IN ANY WAS CONNECTED WITH THIS ECCR BUT, THE PARTIES FURTHER AGREE THAT AS A PRECONDITION TO FILING SUIT AGAINST EACH OTHER THAT THEY WILL FIRST ATTEMPT TO RECONCILE THEIR DIFFERENCES VIA NON-BINDING MEDIATION THAT WILL TAKE PLACE IN THE CITY OF GALVESTON WITH ALL EXPENSES OF SUCH MEDIATION BEING EQUALLY SHARED BY THE PARTIES.

Section 7 15 Non-Merger: So long as Lowe's is Owner or lessee of the Lowe's Parcel, this ECCR shall not be subject to the doctrine of Merger

Section 7.16 Headings: The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this ECCR nor in any way affect the terms and provisions hereof

Section 7 17. No Waiver of Governmental Immunity. Nothing in this ECCR shall be construed to constitute a waiver of the County's sovereign or governmental immunity against any claim or cause of action filed by any other Party to this ECCR, to such Parties' successors or assigns, or by any third party.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this ECCR as of the day and year first written above

[Remainder of Page Left Intentionally Blank, Signatures on Following Pages]

Signature Page for Lowe's (ECCR)

**Lowe's:**
**Lowe's Home Centers, Inc.,**
**North Carolina Corporation**

**By:** _____
**Name:**
**Title:**

**State of North Carolina** §
§
**County of Wilkes** §

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he is the _____ of Lowe's Home Centers, Inc , a North Carolina Corporation, and that he executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he executed such instrument as the act and deed of said corporation.

**In Witness Whereof,** I have hereunto set my hand and affixed my official seal the day and year last above written.

**Notary Public** _____

**Printed Name:** _____

**My Commission Expires:**

_____

Signature Page for County (ECCR):

**County:**

**Galveston County**

**By:** _____
**Mark Henry**
**County Judge**

**State of Texas** §
§
**County of Galveston** §

On this 4th day of October, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Mark Henry**, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the County Judge of Galveston County, a political subdivision of the State of Texas, and that he/she executed such instrument on behalf of said political subdivision by authority of its County Commissioners' Court, and said person acknowledged to me that he/she executed such instrument as the act and deed of said political subdivison

**In Witness Whereof**, I have hereunto set my hand and affixed my official seal the day and year last above written

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

**Notary Public** _____

**Printed Name:** Roxana G. Lewis

**My Commission Expires:**

Feb. 14, 2015

EXHIBITS

Schedule I

# DESCRIPTION OF
# 10.1640 ACRES OR 442,472 SQ. FT.

A TRACT OR PARCEL CONTAINING 10 1640 ACRES OR 442,742 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B. MENARD SURVEY, ABSTRACT NO 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS, WITH SAID 10 1640 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

COMMENCING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" - 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH),

THENCE SOUTH 71 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 280 00 FEET TO THE POINT OF BEGINNING AND SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71 18' 10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 730 00 FEET TO A POINT FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 63 41' 50" WEST, A DISTANCE OF 28 28 FEET TO AN ANGLE POINT,

THENCE NORTH 18 41' 50" WEST, A DISTANCE OF 606 96 FEET TO AN ANGLE POINT,

THENCE NORTH 31 12' 25" EAST, A DISTANCE OF 25 76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" - 100' WIDTH), FOR A NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 81 18' 10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 345 53 FEET TO A 5/8" IRON ROD FOUND MARKING A POINT OF CURVATURE,

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 556 50 FEET, A CENTRAL ANGLE OF 10 00' 00", AN ARC LENGTH OF 97 13 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76 18' 10" EAST - 97 00 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY,

THENCE NORTH 71 18' 10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 297 38 FEET TO A POINT FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 18 41' 50" EAST, A DISTANCE OF 348 94 FEET TO A POINT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71 18' 10" WEST, A DISTANCE OF 24 00 FEET TO A POINT FOR CORNER,

THENCE SOUTH 18 41' 50" EAST, A DISTANCE OF 206 17 FEET TO AN ANGLE POINT,

THENCE SOUTH 63 41' 50" EAST, A DISTANCE OF 28 28 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10 1640 ACRES OR 442,742 SQUARE FEET OF LAND, AS SHOWN ON JOB NO 46163WC, PREPARED BY WINDROSE LAND SERVICES INC

Schedule I-A

# DESCRIPTION OF
# 0.7552 ACRES OR 32,896 SQ. FT.

A TRACT OR PARCEL CONTAINING 0 7552 ACRES OR 32,896 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B MENARD SURVEY, ABSTRACT NO 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS (G C M R ), WITH SAID 0 7552 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

COMMENCING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" - 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH),

THENCE SOUTH 71 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 1010 00 FEET TO THE POINT OF BEGINNING AND SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71 18' 10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 70 00 FEET TO A 5/8" IRON ROD FOUND MARKING THE COMMON SOUTHERLY CORNER OF SAID RESERVE "B" AND LOT 2 OF THE 59TH STREET PROPERTIES SUBDIVISION AS RECORDED UNDER PLAT RECORD 18, MAP NO 686 OF THE G C M R , FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 18 41' 50" WEST ALONG THE COMMON LINE OF SAID RESERVE "B", SAID LOT 2 AND LOT 7 OF THE REPLAT OF LOT 1 OF 59TH STREET PROPERTIES SUBDIVISION AS RECORDED UNDER PLAT RECORD 18 MAP NO 1094 OF THE G C M R , A DISTANCE OF 652 00 FEET TO A 5/8" IRON ROD FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" - 100' WIDTH), FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 443 50 FEET, A CENTRAL ANGLE OF 07 29' 29", AN ARC LENGTH OF 57 99 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77 33' 25" EAST - 57 95 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY,

THENCE NORTH 81 18' 10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 12 29 FEET TO A POINT FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 31 12' 25" WEST, A DISTANCE OF 25 76 FEET TO AN ANGLE POINT,

THENCE SOUTH 18 41' 50" EAST, A DISTANCE OF 606 96 FEET TO AN ANGLE POINT,

THENCE SOUTH 63 41' 50" EAST, A DISTANCE OF 28 28 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0 7552 ACRES OR 32,896 SQUARE FEET OF LAND, AS SHOWN ON JOB NO 46163WC, PREPARED BY WINDROSE LAND SERVICES INC

Schedule II

Legal Description County's Parcel(s)

# DESCRIPTION OF
# 3.7595 ACRES OR 163,766 SQ. FT.

A TRACT OR PARCEL CONTAINING 3 7595 ACRES OR 163,766 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B MENARD SURVEY, ABSTRACT NO. 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS, WITH SAID 3 7595 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

BEGINNING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" - 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH), FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71° 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 280 00 FEET TO A POINT FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 63° 41' 50" WEST, A DISTANCE OF 28 28 FEET TO AN ANGLE POINT,

THENCE NORTH 18° 41' 50" WEST, A DISTANCE OF 206 17 FEET TO A POINT FOR CORNER,

THENCE NORTH 71° 18' 10" EAST, A DISTANCE OF 24 00 FEET TO A POINT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT,

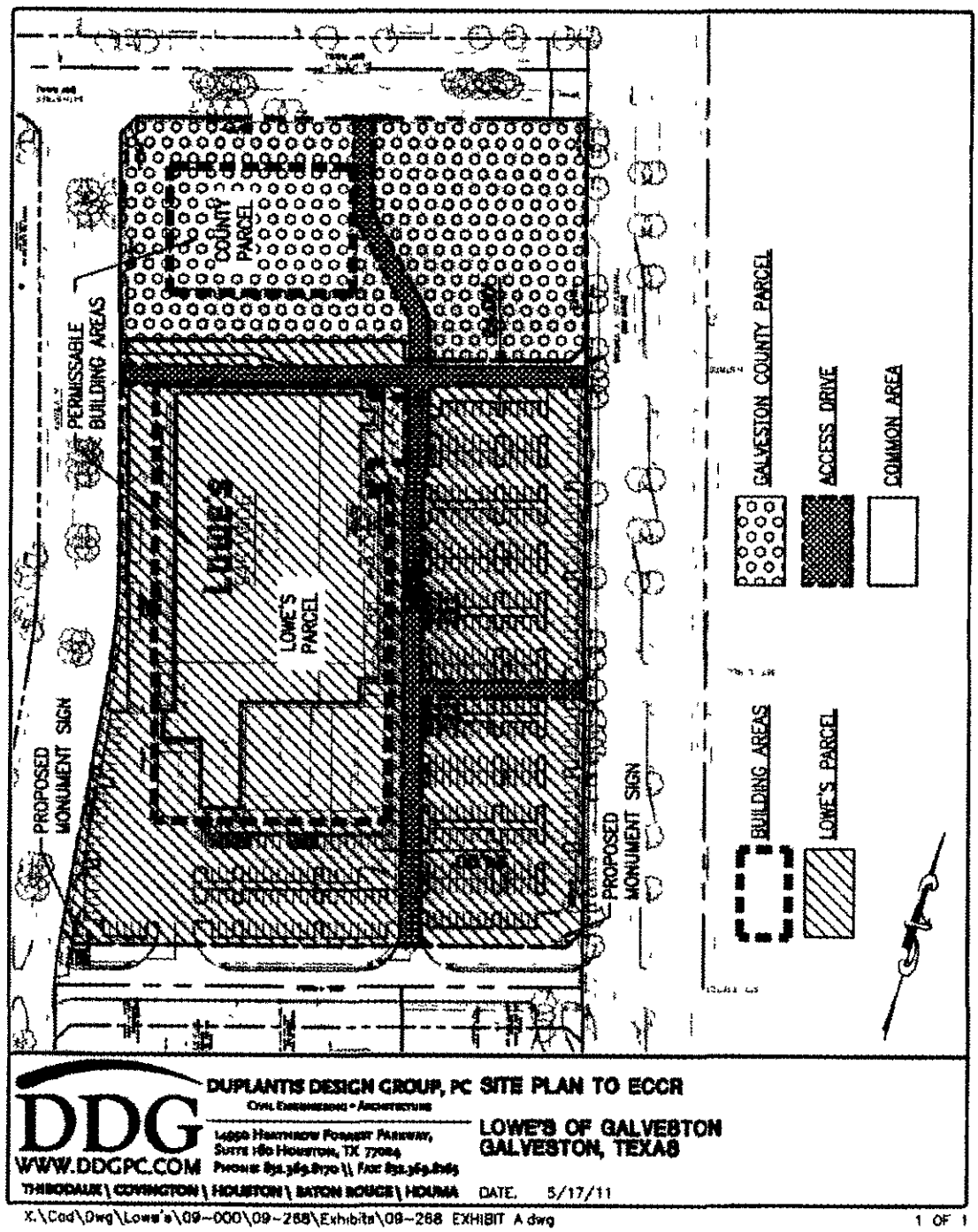
THENCE NORTH 18° 41' 50" WEST, A DISTANCE OF 348 94 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" - 100' WIDTH), FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 71° 18' 10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 256 46 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING THE NORTHWESTERLY CUT BACK CORNER AT THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET AND SAID WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET, FOR A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 63° 44' 54" EAST ALONG SAID CUT BACK, A DISTANCE OF 27 62 FEET TO A 5/8" IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF SAID CUT BACK,

THENCE SOUTH 18° 41' 50" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET, A DISTANCE OF 555 59 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3 7595 ACRES OR 163,766 SQUARE FEET OF LAND, AS SHOWN ON JOB NO 46163WC, PREPARED BY WINDROSE LAND SERVICES INC

EXHIBIT A - Site Plan




Galveston, TX
ProLaw # 42775

Exhibit A

EXHIBIT B

Sign Program

**No Sign Program**

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EXHIBIT C

Duplantis Design Group, P.C and Davidson Landscape Architects L.L C Plans

A-2: Exterior Elevations prepared by Duplantis Design Group criteria issue date 11 1 10

C-1: Site Plan prepared by Duplantis Design Group original issue date 4/4/11

L1 0 Overall Planting Plan by Davidson Landscape Architecture permit set issue date 4/1/11

L1 1 Planting Plan – Area A by Davidson Landscape Architecture permit set issue date 4/1/11

L1 2 Planting Plan – Area B by Davidson Landscape Architecture permit set issue date 4/1/11

L1 3. Planting Plan – Area C by Davidson Landscape Architecture permit set issue date 4/1/11

L1 4 Planting Plan – Area D by Davidson Landscape Architecture permit set issue date 4/1/11

L2 0 Planting Details and Notes by Davidson Landscape Architecture permit set issue date 4/1/11

PH-1 Site Photometric Plan by Page Interworks original issue date 4/1/11

# AGENDA

# ITEM

# #23c

LOWE'S

Companies, Inc

September 28, 2011

**VIA EMAIL & UPS 2nd DAY**

Mr Max Lenker
Pepperwood, Inc
3225 Cumberland Blvd , Suite 100
Atlanta, GA 30339

RE. Galveston, TX – Declaration of Restrictive Covenant dated _____, 2011 ("Declaration") between Pepperwood, Inc ("Pepperwood"), Galveston County (the "County") and Lowes's Home Centers, Inc ("Lowe's) in the form attached hereto as Exhibit "A" and incorporated herein, and in accordance with the replat dated April, 2011 prepared by Windrose Land Services in the form attached hereto as Exhibit "B" and incorporated herein (the "Plat")

Dear Mr. Lenker

Reference is hereby made to the above-referenced Declaration, pursuant to which Lowe's has agreed to restrict the Lowe's Property as set forth more particularly therein, and to the above-referenced Plat, pursuant to which Pepperwood has agreed to dedicate to the City of Galveston (the "City") 11,450 square feet of the Pepperwood Property for purposes of Lowe's (or others) constructing the 57th Street extension from Broadway (Avenue J) to Ball Street (Avenue H) located in Galveston, Texas This letter will further supplement the Declaration and the Plat with respect to the agreements made therein between Pepperwood and Lowe's All capitalized terms used herein shall, unless otherwise defined herein, have the meaning ascribed thereto in the Declaration Accordingly, notwithstanding anything contained in the Declaration to the contrary, the parties hereby agree as follows

1 Within five (5) business days after Pepperwood's receipt of the Plat, Pepperwood shall deliver (a) the Plat executed by Pepperwood, and (b) an original counterpart of the Declaration executed by Pepperwood to Chicago Title Insurance Company located in Galveston, Texas ("Escrow Agent"), each to be held in escrow pursuant to the terms of this letter The purpose of the Plat, without limitation, is for Pepperwood to dedicate 11,450 square feet of the Pepperwood Property to the City as set forth more particularly on the Plat

2 In consideration of Pepperwood's delivery of the Plat, within five (5) business days after Pepperwood has notified Lowe's that it has delivered the Plat to the Escrow Agent, Lowe's will deliver (a) an original counterpart of the Declaration executed by Lowe's, and (b) an amount equal to One Hundred Seventy One Thousand Seven Hundred Fifty and No/100 ($171,750 00) (the "Consideration") to Escrow Agent, each to be held in escrow pursuant to the terms of this letter The Consideration is calculated at Fifteen Dollars and No/100 ($15 00) per square foot for the 11,450 square feet of the Pepperwood Property dedicated to the City

3 Additionally, as further consideration for Pepperwood's delivery of the Plat, Lowe's shall cause the County to deliver an original counterpart of the Declaration executed by the County to be held in escrow pursuant to the terms of this letter

4 Each party's respective obligations hereunder shall be expressly contingent and conditioned upon Lowe's acquisition of the Lowe's Property. In the event Lowe's does not acquire the Lowe's Property for any reason on or before December 31, 2011, each party's obligations hereunder shall be null and void and Lowe's and Pepperwood shall have no further obligation to each other under the terms of this Letter Agreement or the Declaration. In such event, Escrow Agent shall promptly return (a) the Plat and Pepperwood's counterpart of the Declaration to Pepperwood, and (b) the Consideration and Lowe's and the County's counterpart of the Declaration to Lowe's

5 Upon Lowe's acquisition of the Lowe's Property and upon Escrow Agent's confirmation of receipt of (a) the Plat executed by Pepperwood, (b) the fully-executed Declaration executed by Pepperwood, Lowe's and the County, and (c) the Consideration, the parties shall promptly authorize Escrow Agent to release the Plat to Lowe's and the Declaration and the Consideration to Pepperwood The parties agree that the Plat and the Declaration are intended to be recorded in the Official Public Records of Real Property located in the office of the County Clerk located in Galveston County, Texas Pepperwood shall pay the recording fees for the Declaration and Lowe's shall pay the recording fees for the Plat Lowe's shall pay any escrow fees incurred in connection with the escrow contemplated herein

6 Escrow Agent hereby accepts its designation as Escrow Agent hereunder and agrees to hold and disburse the Plat, the Declaration and the Consideration as herein provided as an independent agent and not as an agent of either Pepperwood or Lowe's Escrow Agent shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the oral or written notices, communications, orders or instructions given by Pepperwood and Lowe's that are not inconsistent with the terms hereof

Please indicate your acceptance of and agreement with the foregoing by having an authorized signatory of Pepperwood sign the enclosed copy of this letter on behalf thereof where indicated below and return the same to the attention of the undersigned at the address above

Thank you for your cooperation in this matter.

Sincerely,

LOWE'S HOME CENTERS, INC.

By: _____

Name: _____

Title: _____

The foregoing is accepted and agreed to by the undersigned with the intent to be legally bound thereby

PEPPERWOOD, INC.

By: _____

Name: _____

Title: _____

Date. _____

The foregoing is accepted and agreed to by the undersigned, but only for the limited provisions hereinabove applicable to the Escrow Agent.

ESCROW AGENT

CHICAGO TITLE INSURANCE COMPANY

By _____

Name _____

Title _____

Date _____

Notice Address.

_____

_____

_____

Attention: _____

EXHIBIT A

Declaration

## DECLARATION OF RESTRICTIVE COVENANT

**THIS DECLARATION OF RESTRICTIVE COVENANT** ("Declaration") is made and entered into as of this _____ day of _____, 2011, by and between **PEPPERWOOD, INC.**, a Georgia corporation ("Pepperwood"), **GALVESTON COUNTY**, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court ("County") and **LOWE'S HOME CENTERS, INC.**, a North Carolina corporation ("Lowe's") (the foregoing, individually each as a "Party", and collectively referred to as the "Parties");

W I T N E S S E T H:

WHEREAS, Pepperwood is the owner of that certain tract of real property located in Galveston County, State of Texas, as more particularly described on Exhibit A (the "Pepperwood Property") attached hereto and made a part hereof; and

WHEREAS, the County is the owner of that certain tract of real property located in Galveston County, State of Texas, as more particularly described on Exhibit B (the "County Property") attached hereto and made a part hereof, and

WHEREAS, Lowe's is or will become the owner of that certain tract of real property located in Galveston County, State of Texas, as more particularly described on Exhibit C (the "Lowe's Property") attached hereto and made a part hereof; and

WHEREAS, as further consideration for Pepperwood's dedication of a tract of land consisting of 11,450 square feet to the City of Galveston pursuant to that certain replat dated April, 2011 prepared by Windrose Land Services recorded at _____ attached hereto as Exhibit D (the "Replat"), the County and Lowe's have agreed to restrict the Lowe's Property and the County Property (collectively, the "Restricted Property") as herein set forth

NOW, THEREFORE, the County and Lowe's hereby declare that all of the land within the bounds of the Restricted Property shall be held, sold and conveyed subject to the following restrictions and covenants which shall run with said real property and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns.

1. No portion of the Restricted Property may be used as a retail outlet for motor fuels or truck fueling station or service station without the consent of Pepperwood, which may be withheld in Pepperwood's sole discretion. But, this restriction shall not be construed to prohibit

either the County or Lowe's from fueling, servicing or otherwise maintaining vehicles belonging to or leased by the County or Lowe's. In the event a retail outlet for motor fuels ceases to operate on the Pepperwood Property for a consecutive period of one (1) year or more, this Declaration shall terminate and be of no further force and/or effect, provided, however, this Declaration shall not terminate and shall continue in full force and effect if such closure is the result of or related to force majeure, property damage, condemnation or remodeling and if Pepperwood has commenced to permit the restoration or reconstruction of its motor fuel station with applicable governmental authorities within one (1) year of such event and thereafter pursues such permitting and restoration/construction with reasonable diligence.

2. Except as specifically set forth herein, the restrictions contained, created and imposed herein shall be effective upon the date hereof, shall be perpetual (or the longest period allowed by law) and run with the land, and shall inure to the benefit of and be binding upon the parties, their successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties Each of the rights created hereunder may be enforceable in a court of equity (including, without limitation, by injunction), or other appropriate proceedings by any Party, its successors, successors-in-title, assigns or tenants or by the mortgagee who holds a mortgage on any Party's property, and the prevailing party shall be entitled to recover its damages, costs and reasonable attorneys' fees. No further subdivision of any portion of property that is subject to this Declaration shall operate to remove said property from the effect hereof.

3 This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts shall constitute one and the same instrument

4. Except as otherwise provided in Paragraph 1 above with respect to the termination of this Declaration, nothing contained herein shall be construed, interpreted or otherwise read to require Pepperwood to operate a business on the Pepperwood Property, to operate for any particular period of time on the Pepperwood Property or to prevent Pepperwood from closing its business on the Pepperwood Property.

5. It is the intention of the Parties that should there be any provision or provisions of this Declaration which shall prove to be invalid, void, illegal or unenforceable by reason of present or future laws or rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions of this Declaration shall in no way affect, impair or invalidate any of the remaining provisions of this Declaration, and all such remaining provisions shall remain in full force and effect Furthermore, it is the intention of the Parties that if any provision or provisions are declared to be invalid, void, illegal or unenforceable by reason of present or future laws, rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions shall be revised by such governmental body or entity or court to render same fully valid and, to the extent possible, conform to the terms of this Declaration. Such revised provision or provisions shall then be fully binding upon the Parties as if they were contained in this Declaration.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, Pepperwood has executed and delivered this instrument as of the day and year first written above.

PEPPERWOOD:

_____
a _____

By _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____, the _____ of Pepperwood, Inc., a Georgia corporation, on behalf of said company

WITNESS my hand and official seal.

_____
Notary Public in and for the State of_____

SEAL

IN WITNESS WHEREOF, the County has executed and delivered this instrument as of the day and year first written above

COUNTY·

GALVESTON COUNTY

By: Mark Henry
MARK HENRY
COUNTY JUDGE

STATE OF Texas )
)
COUNTY OF Galveston )

ON THIS 4th day of October, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark Henry, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the County Judge of Galveston County, a political subdivision of the State of Texas, and that he/she executed such instrument on behalf of said political subdivision by authority of its County Commissioners' Court, and said person acknowledged to me that he/she executed such instrument as the act and deed of said political subdivision

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

Notary Public Roxana D. Lewis
Printed Name: Roxana G. Lewis

My Commission Expires:

Feb 14, 2015

IN WITNESS WHEREOF, Lowe's has executed and delivered this instrument as of the day and year first written above

LOWE'S:

LOWE'S HOME CENTERS, INC ,
a North Carolina corporation

By: _____
Name: _____
Title. _____

STATE OF NORTH CAROLINA §
§
COUNTY OF WILKES §

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____, the _____ of Lowe's Home Centers, Inc., a North Carolina corporation.

WITNESS my hand and official seal.

_____
Notary Public in and for the State of North Carolina

SEAL

**EXHIBIT "A"**
**Pepperwood Property**

ALL OF LOT 2, BLOCK 1 OF 59TH STREET PROPERTIES SUBDIVISION, AS RECORDED IN PLAT RECORD 18, MAP NO 686

LESS AND EXCEPT.

A TRACT OR PARCEL CONTAINING 0.2629 ACRES OR 11,450 SQUARE FEET OF LAND, BEING OUT OF LOT 2 OF 59TH STREET PROPERTIES SUBDIVISION, AS RECORDED UNDER VOLUME 18, PAGE 686 OF THE GALVESTON COUNTY MAP RECORDS, (TO PEPPERWOOD, INC AS RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NUMBER 9734662) SITUATED IN THE CITY OF GALVESTON, GALVESTON COUNTY, TEXAS, DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 1983,

COMMENCING AT A CAPPED 5/8" IRON ROD STAMPED "WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 54TH STREET (CALLED 100 FOOT WIDE R O W ) AS RECORDED UNDER PLAT NO 2004A, MAP NOS. 200 & 201 OF THE GALVESTON COUNTY MAP RECORDS, AND THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (CALLED 150 FOOT WIDE R O W ), MARKING THE SOUTHEAST CORNER OF RESERVE "B", BLOCK 2 OF GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT, AS RECORDED UNDER SAID PLAT NO 2004A, MAP NOS 200 & 201 OF THE GALVESTON COUNTY MAP RECORDS;

THENCE SOUTH 71 DEGREES 18 MINUTES 10 SECONDS WEST, WITH SAID NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 1080 00 FEET TO A 5/8" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID RESERVE "B", ALSO MARKING THE SOUTHEAST CORNER OF SAID LOT 2 AND THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71 DEGREES 18 MINUTES 10 SECONDS WEST, CONTINUING WITH SAID NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 70 00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 26 DEGREES 18 MINUTES 10 SECONDS EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD A DISTANCE OF 28 28 FEET TO AN ANGLE POINT;

THENCE NORTH 18 DEGREES 41 MINUTES 50 SECONDS WEST, A DISTANCE OF 205 00 FEET TO THE POINT ON THE COMMON LINE OF SAID LOT 2 AND LOT 7 OF REPLAT OF LOT 1 OF 59TH STREET PROPERTIES SUBDIVISION, AS RECORDED UNDER VOLUME 18, PAGE 1094 OF THE GALVESTON COUNTY MAP RECORDS, SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 71 DEGREES 18 MINUTES 10 SECONDS EAST, WITH SAID COMMON LINE, A DISTANCE OF 50 00 FEET TO A POINT ON THE WEST LINE OF SAID RESERVE "B", SAME BEING THE SOUTHEAST CORNER OF SAID LOT 7, AND THE NORTHEAST CORNER OF SAID LOT 2 AND THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 18 DEGREES 41 MINUTES 50 SECONDS EAST, WITH THE COMMON LINE OF SAID RESERVE "B" AND SAID LOT 2, A DISTANCE OF 225 00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0 2629 ACRES OR 11,450 SQUARE FEET OF LAND, AS SHOWN ON JOB NO 46163WC-EXB-S-REV, PRODUCED BY WINDROSE LAND SERVICES, INC

**EXHIBIT "B"**
**County Property**

All of Reserve "C", Block 3 of Galveston County Justice Center Amending Plat, as recorded in Plat Record 2004A, Map Nos 200 & 201, G.C.M.R

**EXHIBIT "C"**
**Lowe's Property**

A TRACT OR PARCEL CONTAINING 10.1640 ACRES OR 442,742 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B. MENARD SURVEY, ABSTRACT NO 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS, WITH SAID 10.1640 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

COMMENCING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" - 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH),

THENCE SOUTH 71 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 280 00 FEET TO THE POINT OF BEGINNING AND SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71 18' 10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 730.00 FEET TO A POINT FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 63 41' 50" WEST, A DISTANCE OF 28 28 FEET TO AN ANGLE POINT;

THENCE NORTH 18 41' 50" WEST, A DISTANCE OF 606.96 FEET TO AN ANGLE POINT,

THENCE NORTH 31 12' 25" EAST, A DISTANCE OF 25 76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" - 100' WIDTH), FOR A NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 81 18' 10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 345 53 FEET TO A 5/8" IRON ROD FOUND MARKING A POINT OF CURVATURE,

THFNCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 556 50 FEET, A CENTRAL ANGLE OF 10 00' 00", AN ARC LENGTH OF 97 13 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76 18' 10" EAST - 97 00 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY,

THENCE NORTH 71 18' 10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 297 38 FEET TO A POINT FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 18 41' 50" EAST, A DISTANCE OF 348 94 FEET TO A POINT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 71 18' 10" WEST, A DISTANCE OF 24.00 FEET TO A POINT FOR CORNER,

THENCE SOUTH 18 41' 50" EAST, A DISTANCE OF 206 17 FEET TO AN ANGLE POINT,

THENCE SOUTH 63 41' 50" EAST, A DISTANCE OF 28.28 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10 1640 ACRES OR 442,742 SQUARE FEET OF LAND, AS SHOWN ON JOB NO 46163WC, PREPARED BY WINDROSE LAND SERVICES INC.

**EXHIBIT "D"**
The Replat

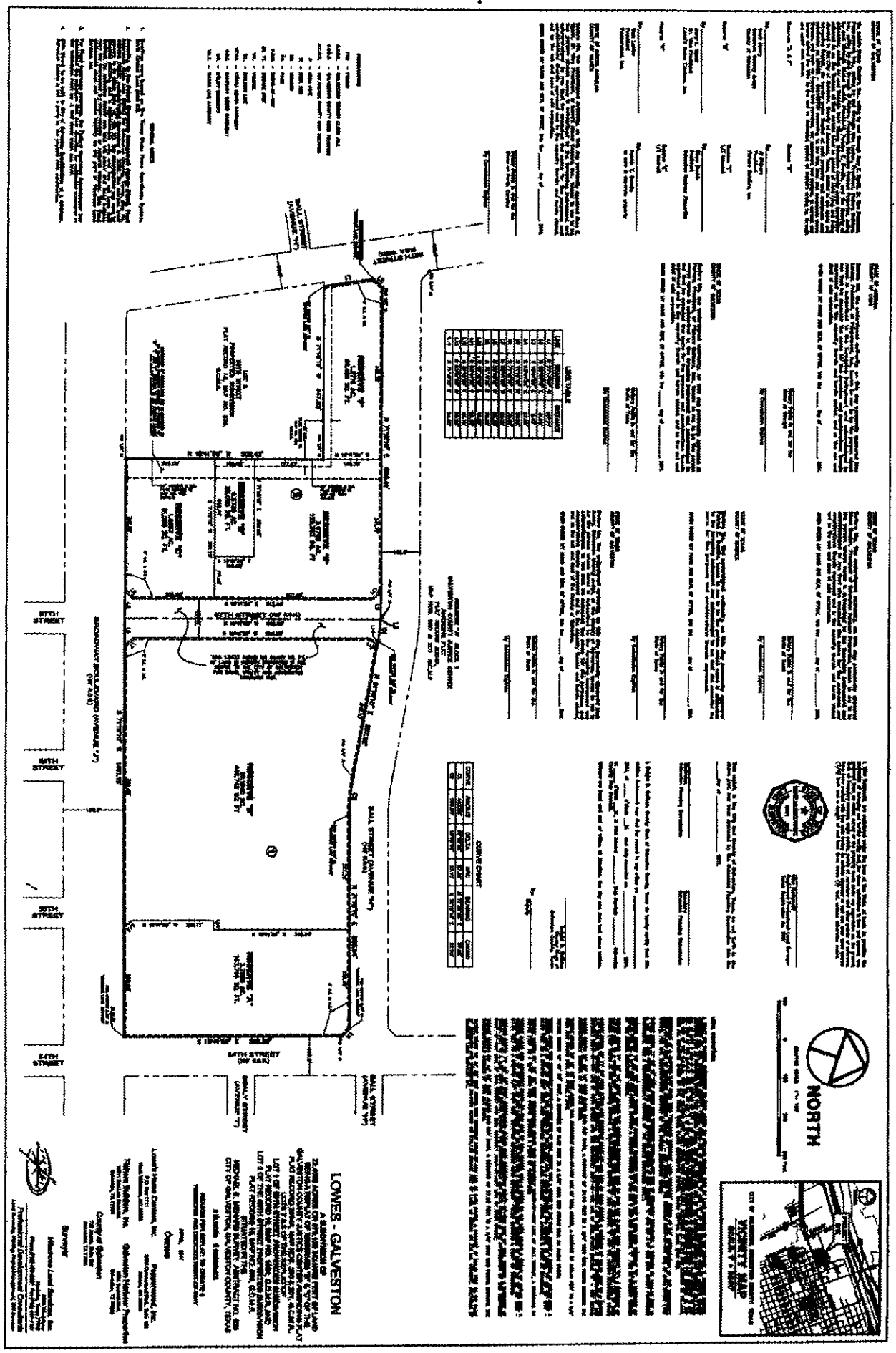
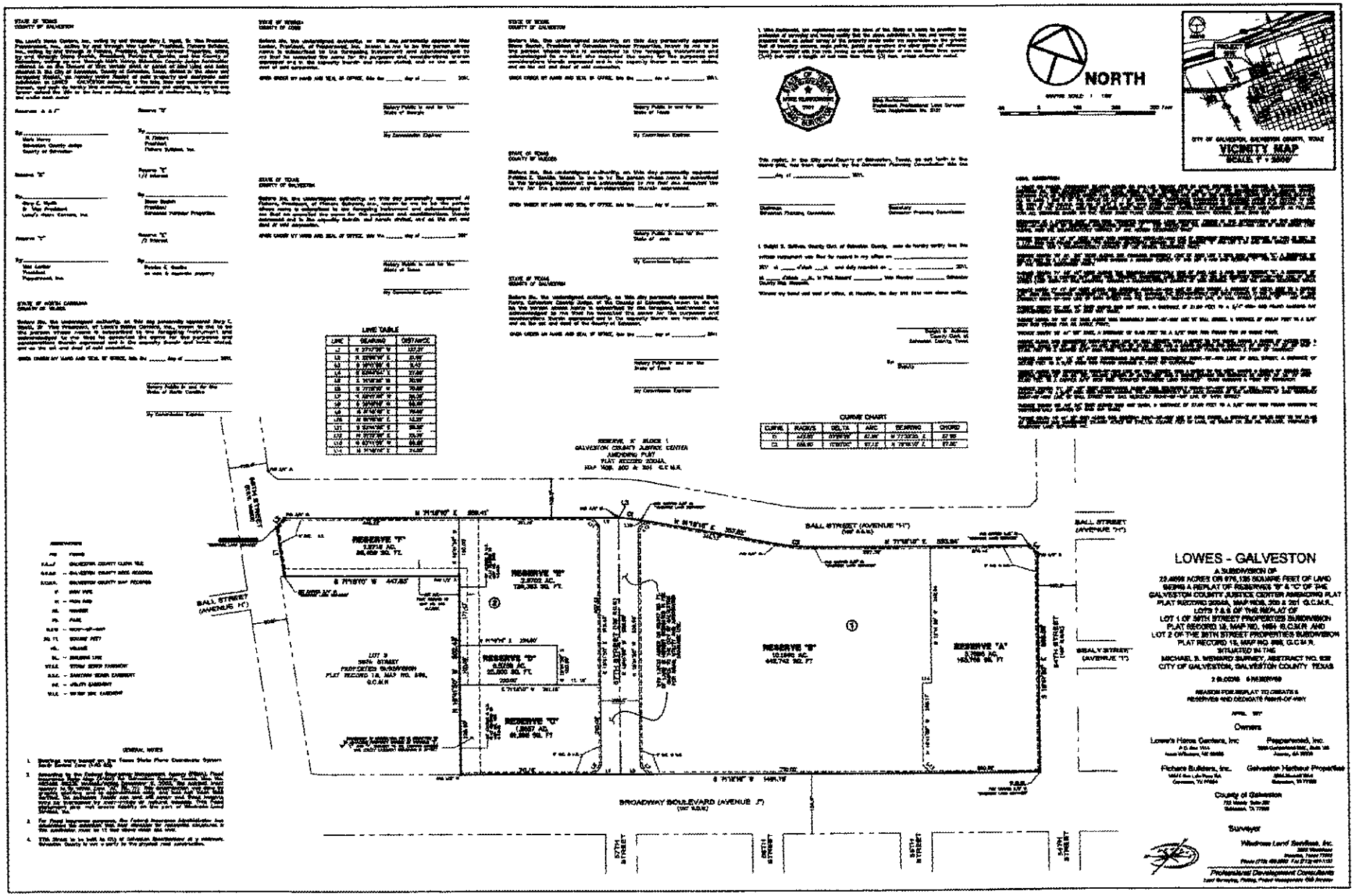


EXHIBIT B

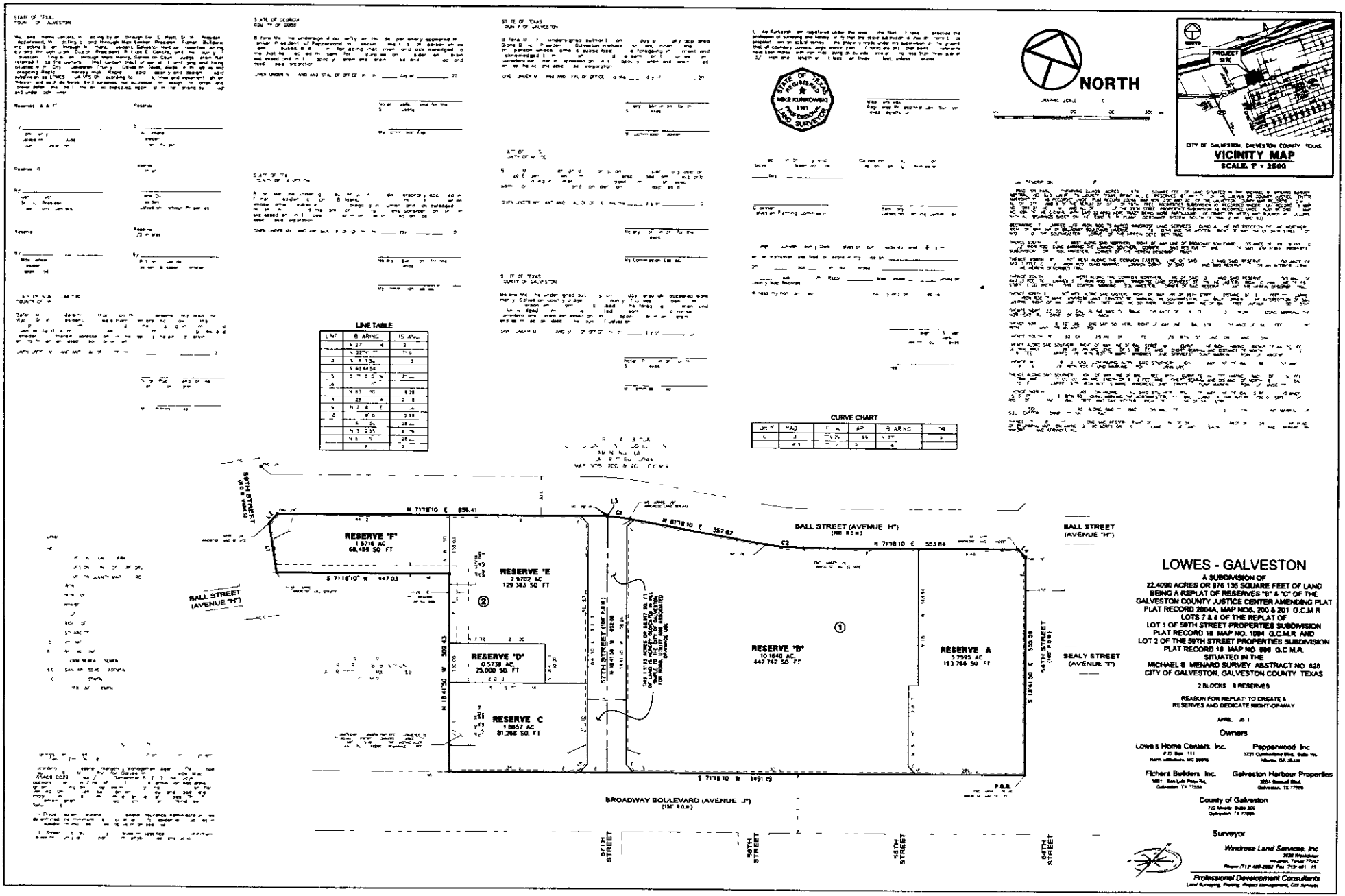
Plat


NORTH
VICINITY MAP
LOWES - GALVESTON
A SUBDIVISION OF
22.4099 ACRES OR 976,135 SQUARE FEET OF LAND
BEING A REPLAT OF RESERVES "B" & "C" OF THE
GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT
PLAT RECORD 20048, MAP NOS. 200 & 201 G.C.M.R.,
LOTS 7 & 8 OF THE REPLAT OF
LOT 1 OF 59TH STREET PROPERTIES SUBDIVISION
PLAT RECORD 18, MAP NO. 1664 G.C.M.R. AND
LOT 2 OF THE 59TH STREET PROPERTIES SUBDIVISION
PLAT RECORD 18, MAP NO. 898, G.C.M.R.
SITUATED IN THE
MICHAEL B. WEBBARD SURVEY, ABSTRACT NO. 928
CITY OF GALVESTON, GALVESTON COUNTY TEXAS
Owners
Lowe's Home Centers, Inc.
Peppermint, Inc.
Fichere Builders, Inc.
Galveston Harbour Properties
County of Galveston
Surveyor
Wildrose Land Services, Inc.
Professional Development Consultants
RESERVE "F"
RESERVE "E"
RESERVE "D"
RESERVE "C"
RESERVE "B"
RESERVE "A"
BALL STREET (AVENUE "H")
BROADWAY BOULEVARD (AVENUE "J")
57TH STREET
56TH STREET
55TH STREET
54TH STREET
GENERAL NOTES
LINE TABLE
CURVE CHART

# AGENDA

# ITEM

# #23d


NORTH
CITY OF GALVESTON, GALVESTON COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 2500
LINE TABLE
CURVE CHART
RESERVE "F"
1.5716 AC
68,459 SQ. FT
RESERVE "E"
2.9702 AC
129,383 SQ. FT
RESERVE "D"
0.5738 AC
25,000 SQ. FT
RESERVE C
1.8657 AC
81,268 SQ. FT
RESERVE "B"
10.1640 AC
442,742 SQ. FT
RESERVE A
3.7595 AC
183,766 SQ. FT
BALL STREET (AVENUE "H")
BALL STREET (AVENUE "H")
BALL STREET (AVENUE "H")
SEALY STREET (AVENUE "I")
BROADWAY BOULEVARD (AVENUE "J")
57TH STREET
56TH STREET
55TH STREET
54TH STREET
LOWES - GALVESTON
A SUBDIVISION OF
22.4090 ACRES OR 976 135 SQUARE FEET OF LAND
BEING A REPLAT OF RESERVES "B" & "C" OF THE
GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT
PLAT RECORD 2004A, MAP NOS. 200 & 201 G.C.M.R.
LOTS 7 & 8 OF THE REPLAT OF
LOT 1 OF 59TH STREET PROPERTIES SUBDIVISION
PLAT RECORD 18 MAP NO. 1094 G.C.M.R. AND
LOT 2 OF THE 59TH STREET PROPERTIES SUBDIVISION
PLAT RECORD 18 MAP NO. 886 G.C.M.R.
SITUATED IN THE
MICHAEL B. MENARD SURVEY ABSTRACT NO. 828
CITY OF GALVESTON, GALVESTON COUNTY, TEXAS
2 BLOCKS 6 RESERVES
REASON FOR REPLAT: TO CREATE 6
RESERVES AND DEDICATE RIGHT-OF-WAY
Owners
Lowe's Home Centers, Inc.
Pepperwood, Inc.
Fichera Builders, Inc.
Galveston Harbour Properties
County of Galveston
Surveyor
Windrose Land Services, Inc.
Professional Development Consultants

# AGENDA ITEM #23e

**GALVESTON, TEXAS, TUESDAY, SEPTEMBER 27, 2011**

At a Regularly Called Meeting of Commissioners' Court of Galveston County, Texas, held upon this day upon call of the County Judge and all Commissioners to consider any and all matters that may come before them, there being present County Judge Henry, presiding; Commissioners O'Brien, Doyle, Holmes and Clark; County Clerk Dwight D. Sullivan; County Auditor Cliff Billingsley; and Attorney for the Court Harvey Bazaman.

- - - - - - - - - -

Upon motion of County Judge Henry, seconded by Commissioner O'Brien, and carried; It is Ordered by the Court that Harvey Bazaman, the Director of County Legal, is authorized to execute all final closing papers on the Lowe's transaction.

- - - - - - - - - -

**CERTIFIED COPY CERTIFICATE**

STATE OF TEXAS
COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on September 29, 2011.

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By Brandy Chapman Deputy
Brandy Chapman

**State of Texas** §
§
**County of Nueces** §

**Affidavit of Marital Status, Ownership of Property and Non-Residence Homestead Declaration**

Before me the undersigned Notary, on this day, personally appeared **Patrizia E. Gentile, M.D.** and **Charles Hatch**, known to me to be the persons whose names are subscribed thereto, and after having been duly sworn, on oath says:

That **Patrizia E. Gentile** acquired title to the property described in that one certain Special Warranty Deed attached hereto as Exhibit "A" on the 11th day of April, 2000, to-wit:

See Attached Exhibit "A"

That she was a single woman at the time she acquired said property and that she remained a single woman from that time until the 23rd day of November, 2002 at which time she married **Charles Hatch,** to whom she has remained married, continuously, from the date of their marriage up to and including the date of this affidavit.

That notwithstanding her marriage to **Charles Hatch** the property described in Exhibit "A" attached hereto remains her sole and separate property.

That neither she nor her husband have ever resided upon, used in any manner, nor claimed as a residence homestead, nor has any present intention of ever in the future residing upon, using or claiming as residence homestead, the property described in Exhibit "A" attached hereto.

That each of them hereby renounces and disclaims any residence homestead right, interest or exemption in such property described in Exhibit "A" attached hereto.

That they now reside upon, use and claim as their legal residence homestead the following described property, to-wit: 3042 Santa Fe, Corpus Christi, Texas 78404 which said last described property is improved with a dwelling house and is amply sufficient as a residence homestead for them. And they hereby set apart and designate the said last described property as the residence homestead to which their family is entitled, under the Constitution and Laws of the State of Texas, exempt from forced sale, and they further declare that said property last described is all of the property and the only property to which they are now entitled as a residence homestead as of the date of execution of this Affidavit exempt from forced sale.

That this affidavit and designation is made in order that **Patrizia E. Gentile** may execute that one certain Re-plat of a 22.4090 Acre tract of land creating 6 reserves and a new right of way prepared by Windrose Land Services, Inc. dated April, 2011 as the Owner of Reserve "E" without necessity of the joinder of her husband, **Charles Hatch,** pro forma or otherwise.

**Executed** this 28TH day of SEPTEMBER, 2011.

**Patrizia E. Gentile M.D., Affiant**

**Charles Hatch, Affiant**

**Subscribed and Sworn to** before me by **Patrizia E. Gentile, M.D.** on this 28th day of September, 2011.

ALESHIA ADAME
MY COMMISSION EXPIRES
December 23, 2013

**Notary Public in and for**
**The state of Texas**
**My commission expires:** 12-23-13

**Subscribed and Sworn to** before me by **Charles Hatch** on this 28th day of September, 2011.

ALESHIA ADAME
MY COMMISSION EXPIRES
December 23, 2013

**Notary Public in and for**
**The state of Texas**
**My commission expires:** 12-23-13

GAL 2000021330 2 pgs

# SPECIAL WARRANTY DEED

014-52-0645

THE STATE OF TEXAS )
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON )

DATE April 11th, 2000

GRANTOR **59TH STREET PROPERTIES, a Texas General Partnership**

GRANTOR'S MAILING ADDRESS (including County)

P O Box 1226
Galveston, Galveston County, Texas 77553

GRANTEE **PATRIZIA E. GENTILE, a single woman**

GRANTEE'S MAILING ADDRESS (including County)

P O Box 16976
Galveston, Galveston County, Texas 77552

CONSIDERATION:

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

PROPERTY (including any improvements):

An undivided one-half interest in and to a 3 53 acre tract of land out of the Gore or Wedge Tract, in the City and County of Galveston, Texas, and being a part of 59TH STREET PROPERTIES SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Record 16, Map No. 686 of the Plat Records in the County Clerk's Office of Galveston County, Texas, and being more particularly described by metes and bounds as follows

BEGINNING at the Northeast corner of Lot 2 of said 59TH STREET PROPERTIES SUBDIVISION,

THENCE North 16°43' West, a distance of 427 43 feet,

THENCE South 73°17' West, a distance of 361 19 feet,

THENCE South 16°43 East a distance of 427 43 feet to the Northwest corner of said Lot 2

THENCE South 73°17'00" West, along the North line of said Lot 2 a distance of 361 19 feet to the PLACE OF BEGINNING of the herein described tract containing 154,383 sq ft or 3 53 acres, more or less

This conveyance is made and accepted subject to the following

1 Any rules or rights asserted by anyone including, but not limited to persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs of oceans, or to any land extending from the line of mean low tide to the line of



"A"

014-52-0646

vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto or rights of easement along and across the same

2 All restrictions, covenants, conditions, easements, rights-of-way, mineral reservations and conveyances, zoning laws, leases, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of record in the Office of the County Clerk of Galveston County Texas

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs executors and administrators forever Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors and administrators against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, but there is excepted from this warranty all reservations from and exceptions to conveyance and warranty as herein contained

When the context requires, singular nouns and pronouns include the plural

Grantee shall pay all ad valorem taxes for the year 2000.

EXECUTED this 11th day of April, 2000

**59TH STREET PROPERTIES,**
**a Texas General Partnership**

BY _____
MARION B DUZICH, General Partner

STATE OF TEXAS )
COUNTY OF GALVESTON )

This instrument was acknowledged before me on the 11th day of April, 2000, by MARION B. DUZICH, General Partner of 59TH STREET PROPERTIES, a Texas General Partnership, on behalf of said partnership.

_____
Notary Public in and for THE STATE OF TEXAS

AFTER RECORDING RETURN TO
Mr Marion B. Duzich
c/o Rider & Wilson
Suite 802 Bank of America Tower
2200 Market Street
Galveston Texas 77550

(CENTEX)

PAID

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

2000 MAY 04 09:04 AM 2000021330
PARRISH $11.00
Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS



Title Data, Inc ST TDI19970 GV 2000021330 002

NORTH
VICINITY MAP
LINE TABLE
CURVE CHART
BALL STREET (AVENUE "H")
57TH STREET
BROADWAY BOULEVARD (AVENUE "J")
SEALY STREET (AVENUE "I")
54TH STREET
55TH STREET
56TH STREET
57TH STREET
RESERVE "A"
RESERVE "B"
RESERVE "C"
RESERVE "D"
RESERVE "E"
RESERVE "F"
LOT 3
59TH STREET PROPERTIES SUBDIVISION
GENERAL NOTES
LOWES - GALVESTON
A SUBDIVISION OF
22.4090 ACRES OR 976,135 SQUARE FEET OF LAND
BEING A REPLAT OF RESERVES "B" & "C" OF THE
GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT
PLAT RECORD 2004A, MAP NOS. 200 & 201 G.C.M.R.
LOTS 7 & 8 OF THE REPLAT OF
LOT 1 OF 59TH STREET PROPERTIES SUBDIVISION
PLAT RECORD 18, MAP NO. 1864 G.C.M.R. AND
LOT 2 OF THE 59TH STREET PROPERTIES SUBDIVISION
PLAT RECORD 18, MAP NO. 686, G.C.M.R.
SITUATED IN THE
MICHAEL B. MENARD SURVEY ABSTRACT NO. 628
CITY OF GALVESTON, GALVESTON COUNTY, TEXAS
Owners
Lowe's Home Centers, Inc.
Pepperwood, Inc.
Fichera Builders, Inc.
Galveston Harbour Properties
County of Galveston
Surveyor
Windrose Land Services, Inc.
Professional Development Consultants