



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry County Judge Patrick Doyle Commissioner, Precinct 1 Kevin O'Brien Commissioner, Precinct 2 Stephen Holmes Commissioner, Precinct 3 Ken Clark Commissioner, Precinct 4

AGENDA

December 20, 2012 – 1:30 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.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Pledge of Allegiance and Invocation

- *1. Submitted by the Auditor's Office:
 - a. Approval of Accounts Payable Checks dated 12/20/12.
 - b. Order for Payroll ending 12/19/12 Bi-weekly #26.
 - c. Order for Supplemental payroll period ending 12/19/12 Bi-weekly #26.
 - d. Monthly Worker's Compensation claims made by The Littleton Group for month ending July 31, 2012.
 - e. Monthly Worker's Compensation claims made by The Littleton Group for month ending Aug. 31, 2012.
 - f. Monthly Worker's Compensation claims made by The Littleton Group for month ending Sept. 30, 2012.
 - g. Monthly Health Insurance claims made by Boon Chapman for month ending July 31, 2012.
 - h. Monthly Health Insurance claims made by Boon Chapman for month ending Aug. 31, 2012.
 - i. Monthly Health Insurance claims made by Boon Chapman for month ending

Sept. 30, 2012.

- j. New mileage rate for 2013 issued by the IRS.
- k. Audit report for the County Clerk's Office Mary Ann Daigle Close Out as of 9/26/12 with response letter from Dwight D. Sullivan, County Clerk.
- *2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #25, November 22-December 5, 2012* submitted by Human Resources.
- *3. Consideration of a *Resolution honoring County Commissioner Patrick F. Doyle* submitted by County Legal.
- *4. Consideration of a *Resolution honoring Honorable Wayne Mallia* submitted by County Legal.
- *5. Consideration of a *Resolution honoring Honorable David Garner* submitted by County Legal.
- *6. Consideration of a *Resolution honoring Constable Don Cherry* submitted by County Legal.
- *7. Consideration of *appointing Jean Sargent to the Children Services Board for a term ending December 31, 2015* submitted by County Judge.
- *8. Consideration of *accepting of deed covering Parcels 114, 115, & 117, F.M. 646* submitted by Right of Way.
- *9. Consideration of executing *Order of Abandonment on Portion of unopened Houston Ave. Port Bolivar* submitted by Right of Way.
- *10. Receive and file *list of donations to the Galveston County Museum for calendar year 2012* submitted by Community Services Director.
- *11. Receive and file *Receipt of Senate Bill 18 Eminent Domain Documentation* submitted by County Legal.
- *12. Receive and file *Distinguished Budget Presentation Award presented to Galveston County, Texas for Fiscal Year 2012 by the Government Finance Officers Association* and submitted by the Director of Professional Services/Galveston County Budget Officer.
- *13. Consideration of *execution of a Lease with the U.S. Army for the use of the Old County Jail and the County Parking Garage Jail and related documents* submitted by County Legal on behalf of the Department of Facilities and the County Architect.

- *14. Receive and file *the following items* submitted by Purchasing:
- a. RFP #B132002 Sex Offender Treatment Services
 - b. Local Government Purchasing Cooperative BuyBoard Rebate Check
- *15. Consideration of *approval for renewal for the following contract* submitted by Information Technology:
- a. Sprint End User Agreement, H-GAC Contract
- *16. Consideration of *approval for Statement of Work* submitted by Information Technology:
- a. Net Data, RVI conversion \$2500.00
- *17. Consideration of granting authority to County Judge to sign *Trustee's Deeds on the following tax foreclosed properties*:

CAD #:

- a. 3756-0013-0155-000
 - b. 6551-0009-0023-000
 - c. 4382-0000-0289-000
 - d. 3849-0000-0029-000
3849-0000-0031-000
3849-0000-0032-000
18. **County Engineer**
- a. Consideration of approval of ALDI Kemah subdivision plat in the Kemah area.
 - b. Approval of a Settlement Agreement between Galveston County and Cianbro/Brasfield and Gorrie II, A Joint Venture and associated Extended Warranty Bond for the coating.
 - c. Escrow Agreement between Galveston County, Cianbro/Brasfield and Gorrie II, A Joint Venture and Hirschfeld Steel Group, LP for the coating.
 - d. Agreement between Galveston County, BNSF and Union Pacific for BNSF and Union Pacific to provide legal representation to Galveston County on matters relating to the Galveston Causeway RR Bridge coating.
 - e. Reduction of the retainage from 5 percent to 2.5 percent on the contract between

Galveston County and Cianbro/Brasfield and Gorrie II, A Joint Venture.

19. **Housing**

- a. Consideration for the approval of contract award between Galveston County and the General Land Office for the County's Round 2 Housing rental and non-rental programs.

20. **Purchasing**

- a. Consideration for authorization of the following Bids:
1. **Bid #B131009 4x4 One Ton Truck**
 2. **Bid #B131010 6-8 Yard Dump Truck**
 3. **Bid #B131011 ½ Ton Truck for Mosquito Control District**
 4. **Bid #B131012 ¾ Ton 4 Wheel Drive Truck for Mosquito Control District**

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

1. Discussion of US Fish & Wildlife Service Grant for conservation planning and development of McAllis Point Preserve, Ostermayer Bayou, and Pocket Park #4 presented by the Parks Department.

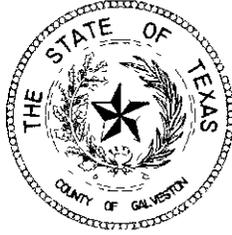
Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

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

December 20, 2012

I hand you the following items for action at the meeting of Commissioners' Court

- Approval of Accounts Payable Checks dated 12/20/12
- Order for Payroll period ending 12/19/12 B1-weekly #26
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- Monthly Worker's Compensation claims made by The Littleton Group for month ending July 31, 2012
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- Monthly Health Insurance claims made by Boon Chapman for month ending Sept 30, 2012
- New mileage rate for 2013 issued by the IRS
- Audit report for the County Clerk's Office Mary Ann Daigle Close Out as of 9/26/12 with response letter from Dwight D Sullivan, County Clerk

Cliff Billingsley
County Auditor

AGENDA

ITEM

#1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Invoice Number	Account Info	Amount
FUND: 1101 General Fund		
Warrant #: VW 00000518 Payee Name: GALVESTON NEWSPAPERS INC		
300786175	1101151800 - 5493101 Purchasing Agent - Legal Advertising	516 94
300786226	1101114030 - 5493100 Election Expense - Advertising	199 60
300786326	1101114030 - 5493100 Election Expense - Advertising	188 84
300786518	1101151800 - 5493101 Purchasing Agent - Legal Advertising	608 40
Warrant Total:		<u>1,513.78</u>
Warrant # VW 00000520 Payee Name: LAW OFFICE OF KATHRYN BRADFIELD LANAN		
12CP0027 120612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	338 00
12CP0074 121812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	841 75
Warrant Total:		<u>1,179 75</u>
Warrant #. VW 00000521 Payee Name: LONE STAR UNIFORMS INC		
274308	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	361 85
276483	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	560 00
Warrant Total:		<u>921.85</u>
Warrant #: VW 00362661 Payee Name: A.G. CROUCH, P.C.		
864188	1101000010 - 4414012 General Government - County Clerk Refund of Fees	40 00
Warrant Total:		<u>40.00</u>
Warrant #: VW 00362662 Payee Name: ABC STEEL PRODUCTS CO INC		
360164	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	1,035 75
Warrant Total:		<u>1,035.75</u>
Warrant #: VW 00362663 Payee Name: ABL MANAGEMENT INC		
19012022012	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	20,318 22
Warrant Total:		<u>20,318.22</u>
Warrant #: VW 00362664 Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL		
4639313	1101170100 - 5412094 Facilities Svcs & Maintenance - CareHere Clinic Expenditu	350 00
Warrant Total:		<u>350.00</u>
Warrant #: VW 00362667 Payee Name: ACTION PERSONNEL INC		
102645	1101522020 - 5481000 Parks Department - Contract Service	771 60
102736	1101522020 - 5481000 Parks Department - Contract Service	578 70
102826	1101522020 - 5481000 Parks Department - Contract Service	636 57
Warrant Total:		<u>1,986.87</u>
Warrant #: VW 00362669 Payee Name: ADVANCED LAW ENFORCEMENT READINESS		
R STANTON	1101211133 - 5496100 Sheriff-Corrections - Travel and Education	395 00
Warrant Total:		<u>395.00</u>
Warrant #: VW 00362670 Payee Name: AIRGAS - SOUTHWEST INC.		
9905358128	1101522020 - 5310000 Parks Department - Supplies and Materials	51 00
Warrant Total:		<u>51.00</u>
Warrant #: VW 00362673 Payee Name: ALERT ALARM BURG AND FIRE PROT INC		
703248	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	-200 00
706166	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	10 00

Galveston County, Texas

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Invoice Number	Account Info	Amount
706198	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
706960	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
707437	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
707447	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
707449	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
707462	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
708679	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
708770	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
708771	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
708846	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
708856	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
708874	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
708893	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
709082	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
709083	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
709084	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
709145	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
709260	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
709261	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
709262	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
709265	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
709270	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
709692	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
709725	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
709760	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
709777	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
709792	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
709828	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
709835	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
709846	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
709847	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
709886	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	255 00
709896	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	85 00
709902	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	200 00
709910	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	255 00
709914	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
709919	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	120 00
709948	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
709950	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	90 00
709962	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
709963	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	160 00
709977	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
709980	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	70 00
709985	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	110 00
709997	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	165 00
710053	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
710058	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
710065	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	230 00
710111	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	240 00
710140	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	40 00
710172	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
710173	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
710184	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
710246	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00

Galveston County, Texas

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Invoice Number	Account Info	Amount
710312	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
Warrant Total:		4,520.00
Warrant #: VW 00362677 Payee Name: AMBIT ENERGY LP		
203K0B4	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	149 40
223D3D3	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	146 40
A2717737	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	110 82
A3083139	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	150 00
A3473141	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	176 16
Warrant Total:		732 78
Warrant #: VW 00362678 Payee Name: AMERICAN FENCE AND SUPPLY CO		
000228241	1101211143 - 5423104 Patrol Division - Maint/Repairs Boat	222 40
Warrant Total:		222.40
Warrant #: VW 00362680 Payee Name: AMERIWASTE OF TEXAS LLC		
63816	1101522020 - 5481000 Parks Department - Contract Service	346 13
64838	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	74 53
64862	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	167 75
64923	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	167 75
Warrant Total:		756.16
Warrant #: VW 00362681 Payee Name: ANDERSON, LAHRMAN, BARRE & MARAIST LLP		
889946	1101000010 - 4414012 General Government - County Clerk Refund of Fees	17 00
Warrant Total:		17.00
Warrant #: VW 00362682 Payee Name: ANSWERING SPECIALISTS INC		
121200079	1101159100 - 5481000 Information Technology - Contract Service	292 21
Warrant Total:		292.21
Warrant #: VW 00362683 Payee Name: ASHTON PARK APT		
2602 21ST N 307	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00
Warrant #: VW 00362687 Payee Name: B.L. ALEXANDER ENTERPRISES INC		
9047	1101223300 - 5310000 Constable Pct #3 - Rose - Supplies and Materials	48 60
Warrant Total:		48.60
Warrant #: VW 00362693 Payee Name: BAY OIL CO CORP		
227521	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	6,205 09
Warrant Total:		6,205.09
Warrant #: VW 00362695 Payee Name: BEIRNE MAYNARD & PARSONS LLP		
243102	1101110000 - 5481000 General Government - Contract Service	6,530 59
Warrant Total:		6,530.59
Warrant #: VW 00362696 Payee Name: BERARDINELLI CORREIA, SHAUNA L		
12CR2003 121112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	305 50
Warrant Total:		305.50
Warrant #: VW 00362697 Payee Name: BETA TECHNOLOGY INC		
576478	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	644 04

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Invoice Number	Account Info	Amount
Warrant Total:		<u>644.04</u>
Warrant #: VW 00362698 Payee Name: BFI WASTE SERVICES OF TEXAS LP		
0855000572323	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	820.39
Warrant Total:		<u>820.39</u>
Warrant #: VW 00362700 Payee Name: BLEYL, AMY RUTH WILSON		
12CP0009 121312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
12CP0078 121312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195.00
Warrant Total:		<u>455.00</u>
Warrant #: VW 00362702 Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY		
10002222 1112	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	46.23
Warrant Total:		<u>46.23</u>
Warrant #: VW 00362704 Payee Name: BOSWORTH PAPERS INC		
1350452	1101159100 - 5310000 Information Technology - Supplies and Materials	22.25
1353620	1101159100 - 5310000 Information Technology - Supplies and Materials	638.36
Warrant Total:		<u>660.61</u>
Warrant #: VW 00362706 Payee Name: BROWN, ADAM BANKS		
11CR3162 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,561.00
12CR1890 121312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	240.00
Warrant Total:		<u>2,801.00</u>
Warrant #: VW 00362708 Payee Name: BURKE ASSET PARTNERSHIP LTD		
TAX STMNTS	1101159100 - 5311140 Information Technology - Postage	6,022.80
Warrant Total:		<u>6,022.80</u>
Warrant #: VW 00362709 Payee Name: BURKHALTER, LISA		
VSTNG JDG NOV	1101121000 - 5415215 Justice Administration - Contract Srvc-Senate Bill 7	2,774.22
Warrant Total:		<u>2,774.22</u>
Warrant #: VW 00362712 Payee Name: C JOHNNY ON THE SPOT INC		
2975	1101522020 - 5426181 Parks Department - Rental Porta Cans	56.07
2976	1101522020 - 5426181 Parks Department - Rental Porta Cans	42.72
3044	1101522020 - 5426181 Parks Department - Rental Porta Cans	60.00
3047	1101522020 - 5426181 Parks Department - Rental Porta Cans	80.00
3048	1101522020 - 5426181 Parks Department - Rental Porta Cans	80.00
3049	1101522020 - 5426181 Parks Department - Rental Porta Cans	80.00
3050	1101522020 - 5426181 Parks Department - Rental Porta Cans	130.00
3051	1101522020 - 5426181 Parks Department - Rental Porta Cans	230.00
3052	1101522020 - 5426181 Parks Department - Rental Porta Cans	80.00
3053	1101522020 - 5426181 Parks Department - Rental Porta Cans	50.00
3054	1101522020 - 5426181 Parks Department - Rental Porta Cans	60.00
Warrant Total:		<u>948.79</u>
Warrant #: VW 00362714 Payee Name: CAGLE & MCCUMBER		
2011390CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00
Warrant Total:		<u>8.00</u>
Warrant #: VW 00362715 Payee Name: CALVE GROUP INC, THE		

Galveston County, Texas

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Invoice Number	Account Info	Amount
120712 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	1,254 00
12CR1752 121112	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	90 00
Warrant Total:		1,344.00
Warrant #: VW 00362718 Payee Name: CARR, AMY		
NOV 2012 MLG	1101114000 - 5496301 County Clerk - Auto Mileage	188 34
NOV 2012 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	66 44
Warrant Total:		254.78
Warrant #: VW 00362719 Payee Name: CASTILLO, MARK A		
12CR2966 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	568 75
12JV0201 111612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
Warrant Total:		1,023.75
Warrant #: VW 00362720 Payee Name: CDW GOVERNMENT INC		
T622584	1101159100 - 5310001 Information Technology - Depart Supplies-Non Cap FFE	464 71
Warrant Total:		464.71
Warrant #: VW 00362721 Payee Name: CENTERPOINT ENERGY		
4472227 120512	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	26 02
46936837 121312	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	759 07
47504113 121212	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	219 58
47972211 121212	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	72 12
89106207 112912	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	16 73
89457956	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	24 87
Warrant Total:		1,118.39
Warrant #: VW 00362726 Payee Name: CHICAGO TITLE-COMMERCIAL		
884950	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
889199	1101000010 - 4414012 General Government - County Clerk Refund of Fees	16 00
Warrant Total:		24.00
Warrant #: VW 00362727 Payee Name: CHILDRENS CENTER INC, THE		
FCC113012	1101440100 - 5449101 Community Services - Childrens Counseling Serv	9,600 00
Warrant Total:		9,600.00
Warrant #: VW 00362728 Payee Name: CITI BANK USA N A		
065176471212	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	261 05
Warrant Total:		261.05
Warrant #: VW 00362729 Payee Name: CITY OF GALVESTON		
131230	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	92 59
332091 120312	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 48
Warrant Total:		193.07
Warrant #: VW 00362730 Payee Name: CITY OF GALVESTON		
364390	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	150 00
431570 111912	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	125 00
471370 111912	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	137 72
604060 111912	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	125 00
Warrant Total:		537.72

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Invoice Number	Account Info	Amount
Warrant # VW 00362732		
Payee Name: CITY OF TEXAS CITY		
2349182536 1112	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	44 59
2569878663 1112	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	1,482 77
2614887883 1112	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	1,352 69
2615087885 1112	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	10 64
Warrant Total:		2,890.69
Warrant # VW 00362735		
Payee Name: CLARK, DIANE		
12CR2730 120612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
326897 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390 00
Warrant Total:		682.50
Warrant # VW 00362736		
Payee Name: CLARK, KEN		
TRVL RMB	1101110000 - 5496100 General Government - Travel and Education	30 60
Warrant Total:		30.60
Warrant # VW 00362737		
Payee Name: CLASSIC AUTOPLEX F-T LLC		
75434	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39 75
75670	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,390 36
75687	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	562 05
75753	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	453 80
76275	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	912 67
76300	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	705 16
Warrant Total:		4,063.79
Warrant # VW 00362738		
Payee Name: CLASSIC AUTOPLEX F-T LLC		
75620	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	221 18
75720	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	43 49
75722	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	48 67
75754	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	609 25
75773	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	118 35
75941	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	3,489 93
76161	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,491 82
76254	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	228 55
83846	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	85 11
Warrant Total:		6,336.35
Warrant # VW 00362742		
Payee Name: COASTAL SURVEYING OF TEXAS		
886643	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
888741	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
Warrant Total:		10.00
Warrant # VW 00362743		
Payee Name: COBURN SUPPLY COMPANY INC		
135421271	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	137 92
135447030	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	427 52
135448981	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	7 55
135452728	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	145 41
135457269	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	257 91
135457566	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	1,956 00
135458367	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	37 80
315444799	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	204 00
Warrant Total:		3,174 11

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Invoice Number	Account Info	Amount
Warrant #: VW 00362744 Payee Name: COLTZER, ROBERT G		
12CR0950 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,472.25
12CR2845 111312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	156.00
	Warrant Total:	<u>1,628.25</u>
Warrant #: VW 00362745 Payee Name: COMMONWEALTH TITLE OF HOUSTON		
890479	1101000010 - 4414012 General Government - County Clerk Refund of Fees	108.00
	Warrant Total:	<u>108.00</u>
Warrant #: VW 00362747 Payee Name: CONMED INC		
BILL BACK	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	1,224.42
	Warrant Total:	<u>1,224.42</u>
Warrant #: VW 00362748 Payee Name: COOK, DAVID		
325778 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	468.00
	Warrant Total:	<u>468.00</u>
Warrant #: VW 00362750 Payee Name: COVINGTON PRESS		
13371	1101153000 - 5317000 Legal Department - Books & Periodicals	270.00
	Warrant Total:	<u>270.00</u>
Warrant #: VW 00362751 Payee Name: CPI FOODS INC.		
1112126	1101451110 - 5501020 Senior Citizens - Grant Match	1,688.50
	Warrant Total:	<u>1,688.50</u>
Warrant #: VW 00362755 Payee Name: CREATH S. THORNE		
885022	1101000010 - 4414012 General Government - County Clerk Refund of Fees	6.00
	Warrant Total:	<u>6.00</u>
Warrant #: VW 00362756 Payee Name: CRESCENT ENGINEERING COMPANY INC		
L3748	1101159100 - 5423000 Information Technology - Maint/Repairs Equipment	613.07
	Warrant Total:	<u>613.07</u>
Warrant #: VW 00362758 Payee Name: DAHLENBURG, MICHAEL L		
11CP0074 101312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130.00
	Warrant Total:	<u>130.00</u>
Warrant #: VW 00362761 Payee Name: DAUGHTRY & JORDAN PC		
20129012CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	20.00
	Warrant Total:	<u>20.00</u>
Warrant #: VW 00362762 Payee Name: DAVID'S ISLAND		
02384	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	6,482.00
	Warrant Total:	<u>6,482.00</u>
Warrant #: VW 00362763 Payee Name: DAVIS III, NEAL		
10CR0402 112912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422.50
	Warrant Total:	<u>422.50</u>
Warrant #: VW 00362764 Payee Name: DECLARATION TITLE COMPANY		
883517	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00

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Invoice Number	Account Info	Amount
Warrant Total:		8.00
Warrant #: VW 00362765 Payee Name: DI PURE WATER		
11194	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	269 00
Warrant Total:		269.00
Warrant #: VW 00362769 Payee Name: DRAGONY, RACHEL ANN		
08CR0412 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390 00
11CR3692 121212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162 50
12CR2573 100512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
12CR2727 121212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97 50
12CR2859 110212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97 50
325023 121312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
326135 080312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	276 25
329855 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	731 25
Warrant Total:		2,177.50
Warrant #: VW 00362771 Payee Name: DUCOTE, JAMES		
12CR0316 121212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
Warrant Total:		195.00
Warrant #: VW 00362772 Payee Name: DUSHANE, BRENDA		
06CP0026 120412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	568 26
12CP0015 121312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	403 00
12CP0047 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	417 91
Warrant Total:		1,389.17
Warrant #: VW 00362773 Payee Name: ELLIS, SABRINA E.		
DEC 2012	1101121000 - 5415215 Justice Administration - Contract Srv-Senate Bill 7	587 50
Warrant Total:		587.50
Warrant #: VW 00362774 Payee Name: ESQUIRE DEPOSITION SOLUTIONS LLC		
053878	1101153000 - 5431000 Legal Department - Trial Expense	182 57
Warrant Total:		182.57
Warrant #: VW 00362776 Payee Name: FAUS, SALVADOR		
07CR2049 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	113 75
12CR3099 120612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162 50
Warrant Total:		276.25
Warrant #: VW 00362778 Payee Name: FIDELITY NATIONAL TITLE INSURANCE CO		
887114	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12 00
Warrant Total:		12.00
Warrant #: VW 00362779 Payee Name: FINCH, ANN B.		
20129116	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
Warrant Total:		5.00
Warrant #: VW 00362780 Payee Name: FINEGAN, SAMUEL K		
12CR0605 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617 50
Warrant Total:		617.50

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Invoice Number	Account Info	Amount
Warrant #: VW 00362781		
Payee Name: FIRST AMERICAN TITLE		
889043	1101000010 - 4414012 General Government - County Clerk Refund of Fees	32 00
		Warrant Total:
		32.00
Warrant #: VW 00362782		
Payee Name: FIRST CHOICE POWER		
671668317	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	150 00
672584885	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	67 19
		Warrant Total:
		217.19
Warrant #: VW 00362786		
Payee Name: FULTON FRIEDMAN & GULLACE LLP		
20129026CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
		Warrant Total:
		5.00
Warrant #: VW 00362787		
Payee Name: G & K SERVICES		
1030206169	1101522020 - 5426106 Parks Department - Uniform Leasing	10 15
1030206177	1101170100 - 5426106 Facilities Srvs & Maintenance - Uniform Leasing	13 67
1030235316	1101522020 - 5426106 Parks Department - Uniform Leasing	15 90
1030235406	1101522020 - 5426106 Parks Department - Uniform Leasing	42 98
1030238804	1101522020 - 5426106 Parks Department - Uniform Leasing	15 86
1030238806	1101522020 - 5426106 Parks Department - Uniform Leasing	61 84
1030241136	1101522020 - 5426106 Parks Department - Uniform Leasing	15 45
1030241143	1101170100 - 5426106 Facilities Srvs & Maintenance - Uniform Leasing	13 67
1030241230	1101522020 - 5426106 Parks Department - Uniform Leasing	42 98
1030242248	1101170100 - 5426106 Facilities Srvs & Maintenance - Uniform Leasing	10 50
1030244654	1101451110 - 5426106 Senior Citizens - Uniform Leasing	36 56
1030244655	1101522020 - 5426106 Parks Department - Uniform Leasing	15 86
1030244657	1101522020 - 5426106 Parks Department - Uniform Leasing	62 26
1030245764	1101170100 - 5426106 Facilities Srvs & Maintenance - Uniform Leasing	13 36
1030247004	1101522020 - 5426106 Parks Department - Uniform Leasing	15 45
1030247011	1101170100 - 5426106 Facilities Srvs & Maintenance - Uniform Leasing	13 67
1030247095	1101522020 - 5426106 Parks Department - Uniform Leasing	42 98
1030248097	1101170100 - 5426106 Facilities Srvs & Maintenance - Uniform Leasing	10 50
1030250477	1101451110 - 5426106 Senior Citizens - Uniform Leasing	36 56
1030250478	1101522020 - 5426106 Parks Department - Uniform Leasing	15 86
1030250480	1101522020 - 5426106 Parks Department - Uniform Leasing	62 26
1030910680	1101522020 - 5426106 Parks Department - Uniform Leasing	-12 31
		Warrant Total:
		556.01
Warrant #: VW 00362789		
Payee Name: GALVESTON COUNTY SHERIFF'S DEPT		
1386154	1101211132 - 5496153 M H M R -Sheriff - In-State Transport	40 13
329585	1101211121 - 5600500 Sheriff-Criminal Investigation - Petty Cash	300 00
CAR CHARGER	1101211121 - 5310000 Sheriff-Criminal Investigation - Supplies and Materials	32 38
CI PYMT	1101211121 - 5600500 Sheriff-Criminal Investigation - Petty Cash	600 00
		Warrant Total:
		972.51
Warrant #: VW 00362791		
Payee Name: GALVESTON COUNTY WCID #1		
120050039 121012	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	73 06
		Warrant Total:
		73.06
Warrant #: VW 00362792		
Payee Name: GALVESTON HOUSING AUTHORITY		
122012C	1101114030 - 5481000 Election Expense - Contract Service	300 00
122012W	1101114030 - 5481000 Election Expense - Contract Service	300 00

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Invoice Number	Account Info	Amount
Warrant Total:		600.00
Warrant #: VW 00362793 Payee Name: GAMMA WASTE SYSTEMS		
34021	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	283 00
34306	1101170100 - 5412094 Facilites Srvs & Maintenance - CareHere Clinic Expenditu	288 00
Warrant Total:		571.00
Warrant #: VW 00362796 Payee Name: GELB, JEFFREY		
0326568 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	211 25
JAIL DKT 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
Warrant Total:		1,161.25
Warrant #: VW 00362797 Payee Name: GIDDENS, ALBERT LEE		
20129084CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	32 00
Warrant Total:		32 00
Warrant #: VW 00362798 Payee Name: GRAHAM, CARMEN A		
12CR2268 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
12CR2610 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	370 50
Warrant Total:		728.00
Warrant #: VW 00362803 Payee Name: GUARDIAN FIRE PROTECTION SERVICES LLC		
10794	1101451110 - 5423000 Senior Citizens - Maint/Repairs Equipment	117 50
Warrant Total:		117.50
Warrant #: VW 00362805 Payee Name: GULF COAST CENTURY		
84379	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	72 00
Warrant Total:		72.00
Warrant #: VW 00362807 Payee Name: GULF COAST RAIL DISTRICT		
GL FUND 120612	1101440100 - 5503010 Community Services - Industrial Comm	5,000 00
Warrant Total:		5,000.00
Warrant #: VW 00362809 Payee Name: GUTHEINZ LAW FIRM LLP		
0321762 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	503 75
10325235 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
374663 121312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
Warrant Total:		1,023.75
Warrant #: VW 00362810 Payee Name: GUTIERREZ, CLAUDIA		
NOV 2012 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	49 30
Warrant Total:		49.30
Warrant #: VW 00362818 Payee Name: HERTEL, BANBI L.		
86452	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
Warrant Total:		8.00
Warrant #: VW 00362820 Payee Name: HIGHTOWER, KENDALL R		
DEC 17-19 2012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	300 00
Warrant Total:		300.00
Warrant #: VW 00362821 Payee Name: HOLCOMBE, WILLIAM		

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Invoice Number	Account Info	Amount
Warrant Total:		30.00
Warrant #: VW 00362844 Payee Name: KLEEN JANITORIAL SUPPLY COMPANY		
2418	1101522020 - 5310000 Parks Department - Supplies and Materials	5,312.29
2437	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	1,415.35
2438	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	663.26
2464	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	1,398.55
2465	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	1,487.87
2469	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100.80
Warrant Total:		10,378.12
Warrant #: VW 00362847 Payee Name: KONE INC		
221056684	1101170100 - 5423701 Facilities Srvs & Maintenance - Maintenance Contracts	1,503.50
Warrant Total:		1,503.50
Warrant #: VW 00362850 Payee Name: LANDSCAPE ART INC		
8675	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,675.36
Warrant Total:		1,675.36
Warrant #: VW 00362853 Payee Name: LAW OFFICE OF HALEY SLOSS		
325062 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97.50
325570 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	113.75
Warrant Total:		211.25
Warrant #: VW 00362854 Payee Name: LAW OFFICE OF LANELLE O'CONNELL		
325917 121212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162.50
Warrant Total:		162.50
Warrant #: VW 00362855 Payee Name: LAW OFFICES OF D CHRIS HESSE		
12CR1360 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,023.75
Warrant Total:		1,023.75
Warrant #: VW 00362857 Payee Name: LCR-M LIMITED PARTNERSHIP		
1999733	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	321.95
2003568	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	-297.70
2015382	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	42.64
2035015	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	19.56
2040564	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	7.90
Warrant Total:		94.35
Warrant #: VW 00362859 Payee Name: LEATHERS, BILL		
11CR0250 120512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
Warrant Total:		325.00
Warrant #: VW 00362860 Payee Name: LEE, DALE W		
11CR3102 121712	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	1,887.00
Warrant Total:		1,887.00
Warrant #: VW 00362863 Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC		
186898	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	955.79
188232	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	218.05
188248	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28.00

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Invoice Number	Account Info	Amount
188255	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	87 63
188260	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
188280	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	123 27
188292	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	733 56
188293	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	359 37
188301	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
188311	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	120 80
188337	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	27 50
188338	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	46 00
188352	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
Warrant Total:		2,783.97
Warrant #: VW 00362864 Payee Name: LINTON, SHEALEI		
110612 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	21 57
Warrant Total:		21.57
Warrant #: VW 00362865 Payee Name: LITHO SUPPLY & SERVICE CO INC		
35547	1101159100 - 5310000 Information Technology - Supplies and Materials	1,451 00
Warrant Total:		1,451.00
Warrant #: VW 00362866 Payee Name: LITTLE CHIEF MINIT MKTS INC		
1401 25TH ST N 5	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00
Warrant #: VW 00362867 Payee Name: LJA ENGINEERING & SURVEYING INC		
20126083	1101190100 - 5481000 County Engineer - Contract Service	5,600 00
Warrant Total:		5,600.00
Warrant #: VW 00362869 Payee Name: LUPTON, VIRGINIA		
885654	1101000010 - 4414012 General Government - County Clerk Refund of Fees	11 00
Warrant Total:		11.00
Warrant #: VW 00362870 Payee Name: MABRY HERBECK & ROBERTS		
885797	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12 00
Warrant Total:		12.00
Warrant #: VW 00362871 Payee Name: MAILFINANCE INC		
N3661747	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	333 39
N3663820	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	3,796 83
N3663821	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	130 57
Warrant Total:		4,260.79
Warrant #: VW 00362873 Payee Name: MAINLAND CARPET		
97882	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	1,600 00
Warrant Total:		1,600.00
Warrant #: VW 00362876 Payee Name: MAINLAND PHARMACY		
018458 GUTIEREZ	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	207 29
019557 SCHMAUCH	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	266 67
022672 MAYO	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	171 70
023155 SALDANA	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	320 27
023156 WELLS	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	333 76

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Invoice Number	Account Info	Amount
Warrant Total:		1,299.69
Warrant #: VW 00362879	Payee Name: MALONEY & PARKS LLP	
12CR2271 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
12CR2575 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
12JV0264 121212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390 00
Warrant Total:		845.00
Warrant #: VW 00362881	Payee Name: MANGLE, CHRISTINE L	
07CP0035 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	780 88
08CP0075 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	768 23
12CP0014 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	766 20
Warrant Total:		2,315.31
Warrant #: VW 00362882	Payee Name: MARCUS, AARON C.	
NOV 2012 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	122 65
Warrant Total:		122.65
Warrant #: VW 00362883	Payee Name: MARION, WILLIAM DAVID	
10CP0026 120612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	438 19
10CP0109 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	32 50
12CP0027 120612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	52 00
12CP0032 112912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	58 50
12CP0044 1210612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
Warrant Total:		646.19
Warrant #: VW 00362884	Payee Name: MARTIN, TERESA J.	
110612 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	24 38
Warrant Total:		24.38
Warrant #: VW 00362885	Payee Name: MARTIN, THOMAS A	
10CR3809 113012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
Warrant Total:		65.00
Warrant #: VW 00362887	Payee Name: MASTER WORD SERVICE INC	
55038	1101121000 - 5431101 Justice Administration - Professional Srv Interpreter	4,077 72
Warrant Total:		4,077.72
Warrant #: VW 00362888	Payee Name: MATHESON TRI-GAS INC	
05924713	1101211133 - 5310001 Sheriff-Corrections - Depart Supplies-Non Cap FFE	222 96
Warrant Total:		222.96
Warrant #: VW 00362889	Payee Name: MATHEWS, DAVID	
632 10TH AVEN	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00
Warrant #: VW 00362891	Payee Name: MAYES, MICHAEL K.	
NOV 13 2012 TRVL	1101121000 - 5415215 Justice Administration - Contract Srv-Senate Bill 7	149 37
Warrant Total:		149.37
Warrant #: VW 00362892	Payee Name: MCKNIGHT, LINDSEY MERWIN	
10CR0825 112912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00

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Invoice Number	Account Info	Amount
JAIL DKT 21412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
Warrant Total:		1,210.00
Warrant #: VW 00362899 Payee Name: MIZE, MINCES & CLARK P C		
2049	1101110000 - 5481000 General Government - Contract Service	3,792 50
Warrant Total:		3,792.50
Warrant #: VW 00362901 Payee Name: MOOTY, HELEN		
MAIL RMB	1101513200 - 5311500 Galveston County Museum - Museum Programming	23 55
Warrant Total:		23.55
Warrant #: VW 00362905 Payee Name: NB GRAPHICS LLC		
24137	1101522020 - 5428000 Parks Department - Grounds Maintenance	360 00
24222	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	1,000 00
Warrant Total:		1,360.00
Warrant #: VW 00362906 Payee Name: NELSON, ERIK ANDREW		
09CR3528 121212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
Warrant Total:		455 00
Warrant #: VW 00362907 Payee Name: NELSON, TAD A.		
10CR3171 120712	1101121000 - 5431000 Justice Administration - Trial Expense	59 38
10CR3171 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	4,030 00
Warrant Total:		4,089.38
Warrant #: VW 00362908 Payee Name: NEOPOST USA INC		
13801144	1101159100 - 5310000 Information Technology - Supplies and Materials	138 00
13805054	1101159100 - 5310000 Information Technology - Supplies and Materials	340 00
Warrant Total:		478.00
Warrant #: VW 00362909 Payee Name: NEOPOST USA INC		
13801141	1101159100 - 5310000 Information Technology - Supplies and Materials	138 00
Warrant Total:		138.00
Warrant #: VW 00362913 Payee Name: NORTHEAST TEXAS DATA CORPORATION, THE		
13957	1101159100 - 5423500 Information Technology - Maintenance of Software	73,755 00
14032	1101159100 - 5423500 Information Technology - Maintenance of Software	5,000 00
14107	1101159100 - 5423500 Information Technology - Maintenance of Software	6,000 00
Warrant Total:		84,755.00
Warrant #: VW 00362915 Payee Name: NRG ENERGY INC		
5945642-6	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	150 00
700607195	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	120 00
703216564	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	150 00
9668807	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		520 00
Warrant #: VW 00362917 Payee Name: ONEOK INC		
117946945 12612	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	107 71
140526600 112612	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	15 00
141057664 112612	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	16 33
163076745 112012	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	2,057 21

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Invoice Number	Account Info	Amount
164634518 111912	1101170100 - 5421300 Facilities Svcs & Maintenance - Gas	8,825 93
165199073 111912	1101170100 - 5421300 Facilities Svcs & Maintenance - Gas	3,777 21
165339436 111912	1101170100 - 5421300 Facilities Svcs & Maintenance - Gas	1,881 79
235817809 111612	1101170100 - 5421300 Facilities Svcs & Maintenance - Gas	63 94
Warrant Total:		16,745.12
Warrant #: VW 00362919	Payee Name: ORTEGO, ELLIS J.	
890252	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
Warrant Total:		8.00
Warrant #: VW 00362920	Payee Name: OWEN ELECTRIC SUPPLY	
2645425999	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	1,974 50
2645426019	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	443 10
2645426028	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	683 95
3975454511	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	298 08
3975455126	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	208 17
3975455158	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	0 88
3975455259	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	35 68
Warrant Total:		3,644.36
Warrant #: VW 00362927	Payee Name: PERRY, THOMAS N.	
RFND OVERG FEES	1101114030 - 5481000 Election Expense - Contract Service	111 34
Warrant Total:		111.34
Warrant #: VW 00362928	Payee Name: PHILLIP GAYLEN PC DBA BAILEY & GALYEN PC	
ACCIDENT STTLMN	1101153000 - 5491502 Legal Department - County Liability	3,947 00
AUTO ACC SETTLEM	1101153000 - 5491502 Legal Department - County Liability	6,689 61
AUTO ACCIDENT	1101153000 - 5491502 Legal Department - County Liability	11,646 00
AUTO SETTLEMENT	1101153000 - 5491502 Legal Department - County Liability	3,267 00
TRAVIS	1101153000 - 5491502 Legal Department - County Liability	7,939 80
Warrant Total:		33,489.41
Warrant #: VW 00362929	Payee Name: PHILLIPS, KENNETH R.	
20123213	1101000010 - 4414012 General Government - County Clerk Refund of Fees	20 00
Warrant Total:		20.00
Warrant #: VW 00362930	Payee Name: PIONEER NATURAL RESOURCES USA INC.	
884120	1101000010 - 4414012 General Government - County Clerk Refund of Fees	6 00
Warrant Total:		6.00
Warrant #: VW 00362932	Payee Name: POYDRAS, LAKAY	
6905 SPEAKER ST	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00
Warrant #: VW 00362934	Payee Name: PUENTES, ERICA	
NOV 2012 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	396 27
Warrant Total:		396 27
Warrant #: VW 00362935	Payee Name: PVH CORPORATION	
865877	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
Warrant Total:		5 00

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Invoice Number	Account Info	Amount
Warrant #: VW 00362937 Payee Name: QUINTANILLA, DONNIE		
12CR2219 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
328653 112912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
Warrant Total:		390.00
Warrant #: VW 00362939 Payee Name: RAMIREZ, TANYA E		
DECEMBER 2012	1101211101 - 5481000 Administration Sheriff Dept - Contract Service	3,862 50
Warrant Total:		3,862.50
Warrant #: VW 00362940 Payee Name: RAMOS, NORMA		
3172	1101114030 - 5310000 Election Expense - Supplies and Materials	12 44
Warrant Total:		12.44
Warrant #: VW 00362943 Payee Name: ROELL, HOLLY C		
12CR3030 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	406 25
321676 321673	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	653 25
Warrant Total:		1,059.50
Warrant #: VW 00362948 Payee Name: RUSSELL, GREG		
09CR1946 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	243 75
Warrant Total:		243.75
Warrant #: VW 00362949 Payee Name: SAM'S CLUB DIRECT		
3417361893555	1101610200 - 5310000 County Extension - Supplies and Materials	45 00
Warrant Total:		45.00
Warrant #: VW 00362950 Payee Name: SANTA FE AUTO PARTS INC		
111456	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	124 30
111498 112812	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	108 85
111692	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	3 95
111908	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	104 88
Warrant Total:		341.98
Warrant #: VW 00362953 Payee Name: SCHWAB, TAYLOR		
11CR1865 121412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	299 00
12CR12014 120112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	416 00
329857 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
Warrant Total:		1,072.50
Warrant #: VW 00362955 Payee Name: SCOTT, SHELBY		
12CR1218 121112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
Warrant Total:		260.00
Warrant #: VW 00362956 Payee Name: SCOTT, SHELBY		
12CR1145 121312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	406 25
Warrant Total:		406.25
Warrant #: VW 00362957 Payee Name: SEARS & BENNETT LLP		
12CR1006 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,560 00
Warrant Total:		1,560.00
Warrant #: VW 00362960 Payee Name: SHARP-MARX, KATHLEEN		

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Invoice Number	Account Info	Amount
NOV 2012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,200 00
	Warrant Total:	2,200.00
Warrant #: VW 00362961	Payee Name: SHATTUCK, BOB	
0073316	1101443100 - 5413000 Indigent Care & Medication - Prof Serv Legal Fees	226 10
	Warrant Total:	226.10
Warrant #: VW 00362963	Payee Name: SHERWIN WILLIAMS PAINT CORP	
4045	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	25 37
	Warrant Total:	25.37
Warrant #: VW 00362964	Payee Name: SHI GOVT SOLUTIONS	
GB00070282	1101159100 - 5310000 Information Technology - Supplies and Materials	263 00
	Warrant Total:	263.00
Warrant #: VW 00362965	Payee Name: SIEMENS BUILDING TECHNOLOGIES INC	
5442402409	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	440 00
	Warrant Total:	440.00
Warrant #: VW 00362967	Payee Name: SIMMONS, MARILYN H	
RMB 111512	1101610200 - 5498000 County Extension - Membership And Dues	20 00
	Warrant Total:	20.00
Warrant #: VW 00362969	Payee Name: SLAUGHTER LAW FIRM PLLC	
20129219	1101000010 - 4414012 General Government - County Clerk Refund of Fees	10 00
	Warrant Total:	10.00
Warrant #: VW 00362970	Payee Name: SMITH, JAMES DENNIS	
12JV0023 120512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
12JV0231/291	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	585 00
	Warrant Total:	845.00
Warrant #: VW 00362971	Payee Name: SOLUTIONS4SURE.COM INC	
B12102999V3	1101159100 - 5751004 Information Technology - Printer/Copier Refresh	317 30
	Warrant Total:	317.30
Warrant #: VW 00362972	Payee Name: SOUTHERN COMPUTER WAREHOUSE	
IN000053983	1101159100 - 5310001 Information Technology - Depart Supplies-Non Cap FFE	653 02
IN000058646	1101159100 - 5310001 Information Technology - Depart Supplies-Non Cap FFE	1,461 78
	Warrant Total:	2,114.80
Warrant #: VW 00362976	Payee Name: STACEY VALDEZ & ASSOCIATES PLLC	
12CR2655 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
	Warrant Total:	260.00
Warrant #: VW 00362977	Payee Name: STEPHEN E. GARNER ATTORNEY AT LAW PC	
20128608CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	21 00
	Warrant Total:	21.00
Warrant #: VW 00362979	Payee Name: STEVENS, MARK W	
09CR3368 120812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	3,744 00

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Invoice Number	Account Info	Amount
Warrant Total:		3,744.00
Warrant #: VW 00362983	Payee Name: SULLIVAN, MISTY	
NOV 2012 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	359.64
Warrant Total:		359.64
Warrant #: VW 00362985	Payee Name: SUMMERLIN LAW FIRM PLLC	
09CR3269 111912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487.50
Warrant Total:		487.50
Warrant #: VW 00362986	Payee Name: SUTHERLAND LUMBER SOUTHWEST INC	
214077	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	2.50
214078	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	204.51
Warrant Total:		207.01
Warrant #: VW 00362988	Payee Name: TAD NELSON & ASSOCIATES	
325815 121312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97.50
Warrant Total:		97.50
Warrant #: VW 00362989	Payee Name: TAD NELSON & ASSOCIATES	
327420 121212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130.00
Warrant Total:		130.00
Warrant #: VW 00362997	Payee Name: TEXAS GENERAL LAND OFFICE	
C0000018062	1101522020 - 5499208 Parks Department - Licenses/Permits/Registration	1,670.33
Warrant Total:		1,670.33
Warrant #: VW 00362998	Payee Name: TEXAS GULF BANK N.A.	
888666	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00
Warrant Total:		8.00
Warrant #: VW 00363000	Payee Name: TEXAS SOCIAL SECURITY PROGRAM	
ANNUAL FEE	1101151300 - 5498000 County Auditor - Membership And Dues	35.00
Warrant Total:		35.00
Warrant #: VW 00363001	Payee Name: TEXAS STATE LIBRARY AND ARCHIVES	
303058	1101159100 - 5317000 Information Technology - Books & Periodicals	100.00
Warrant Total:		100.00
Warrant #: VW 00363002	Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS	
FEB 24 2013	1101223200 - 5310000 Constable Pct #2 - Petteway - Supplies and Materials	25.00
Warrant Total:		25.00
Warrant #: VW 00363003	Payee Name: TITLE SOURCE INC	
887967	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00
Warrant Total:		8.00
Warrant #: VW 00363004	Payee Name: TORRES, ROBERTO	
322112 121012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	633.75
Warrant Total:		633.75
Warrant #: VW 00363005	Payee Name: TOWNSEND, MICHELLE RUTH	

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Invoice Number	Account Info	Amount
Warrant Total:		<u>133.87</u>
Warrant #: VW 00363024 Payee Name: VALLEY SERVICES INC		
IVC000000171901	1101451110 - 5501020 Senior Citizens - Grant Match	1,725 36
IVC000000171905	1101451110 - 5501020 Senior Citizens - Grant Match	1,688 31
IVC000000172181	1101451110 - 5501020 Senior Citizens - Grant Match	4,544 08
IVC000000172183	1101451110 - 5501020 Senior Citizens - Grant Match	3,936 06
IVC000000172420	1101451110 - 5501020 Senior Citizens - Grant Match	4,084 23
IVC000000172651	1101451110 - 5501020 Senior Citizens - Grant Match	2,866 12
IVC000000172653	1101451110 - 5501020 Senior Citizens - Grant Match	2,137 86
Warrant Total:		<u>20,982.02</u>
Warrant #: VW 00363025 Payee Name: VAN SCOYOC ASSOCIATES INC		
44558	1101110000 - 5481000 General Government - Contract Service	3,825 00
445581	1101110000 - 5481000 General Government - Contract Service	7,650 00
Warrant Total:		<u>11,475.00</u>
Warrant #: VW 00363026 Payee Name: VITRO AMERICA INC		
1080027581	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	264 00
Warrant Total:		<u>264.00</u>
Warrant #: VW 00363027 Payee Name: VOICE4NET.COM		
3409	1101159100 - 5481000 Information Technology - Contract Service	50 00
Warrant Total:		<u>50.00</u>
Warrant #: VW 00363029 Payee Name: WALLACE MD, JAMES O.		
REVIEW MEDICAL R	1101153000 - 5431000 Legal Department - Trial Expense	1,400 00
Warrant Total:		<u>1,400.00</u>
Warrant #: VW 00363031 Payee Name: WALMART		
01937	1101451110 - 5310000 Senior Citizens - Supplies and Materials	69 61
03184	1101451110 - 5310000 Senior Citizens - Supplies and Materials	74 40
08287	1101451110 - 5310000 Senior Citizens - Supplies and Materials	15 76
08624	1101151400 - 5310000 Professional Services - Supplies and Materials	109 00
Warrant Total:		<u>268.77</u>
Warrant #: VW 00363032 Payee Name: WASTE MANAGEMENT INC		
166948617914	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	4,829 36
Warrant Total:		<u>4,829.36</u>
Warrant #: VW 00363033 Payee Name: WATERS DAVIS SOIL & WATER		
2013 CONTR	1101110000 - 5506100 General Government - Soil/Water Conserv Dist	2,000 00
Warrant Total:		<u>2,000.00</u>
Warrant #: VW 00363036 Payee Name: WEST PUBLISHING CORPORATION		
826160493	1101126100 - 5317000 District Clerk - Books & Periodicals	68 00
Warrant Total:		<u>68.00</u>
Warrant #: VW 00363037 Payee Name: WESTWARD COMMUNICATIONS		
237828	1101110000 - 5481000 General Government - Contract Service	1,806 00
Warrant Total:		<u>1,806.00</u>

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Invoice Number	Account Info	Amount
Warrant #: VW 00363038 Payee Name: WIEDENHOFF, KRISTIN		
2002863001	1101000050 - 4471010 Culture and Recreation - User Fees - W H Park	150 00
	Warrant Total:	<u>150.00</u>
Warrant #: VW 00363039 Payee Name: WILLEY, BARRY C.		
OCT-DEC 2012 MLG	1101153000 - 5496301 Legal Department - Auto Mileage	46 07
	Warrant Total:	<u>46.07</u>
Warrant #: VW 00363040 Payee Name: WILLIAMS, MELISSA		
NOV 2012 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	165 00
	Warrant Total:	<u>165.00</u>
Warrant #: VW 00363042 Payee Name: WILLIAMS, TRACEY		
NOV 2012 MILAGE	1101126100 - 5496301 District Clerk - Auto Mileage	8 80
	Warrant Total:	<u>8.80</u>
Warrant #: VW 00363046 Payee Name: WYLES, MICHAEL		
SHRF SL 090412	1101000010 - 4413010 General Government - District Clerk Fees	506 00
SHRF SL SEP 4 12	1101000010 - 4413010 General Government - District Clerk Fees	675 00
	Warrant Total:	<u>1,181.00</u>
Warrant #: VW 00363047 Payee Name: XEROX CORPORATION		
122152828	1101159100 - 5310000 Information Technology - Supplres and Materials	679 43
	Warrant Total:	<u>679.43</u>
Warrant #: VW 00363048 Payee Name: XEROX CORPORATION		
COG2001L2	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	60,128 99
	Warrant Total:	<u>60,128.99</u>
Warrant #: VW 00363049 Payee Name: XNET SYSTEMS INC		
10887	1101159100 - 5310001 Information Technology - Depart Supplies-Non Cap FFE	29,102 00
	Warrant Total:	<u>29,102.00</u>
Warrant #: VW 00363050 Payee Name: ZENDEH DEL AND ASSOCIATES PLLC		
JAIL DKT 120712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
	Warrant Total:	<u>950.00</u>
FUND 1101 TOTAL:		<u><u>501,071.48</u></u>

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00362777 Payee Name: FEDEX CORP		
205404647	2102114020 - 5310000 County Clerk Records Mangement - Supplies and Materials	25 93
	Warrant Total:	<u>25.93</u>
Warrant #: VW 00362817 Payee Name: HERNANDEZ, GILBERT		
110112 TVL RMB	2102114020 - 5496100 County Clerk Records Mangement - Travel and Education	203 77
110112 TVL RMB	2102114020 - 5496301 County Clerk Records Mangement - Auto Mileage	233 50
	Warrant Total:	<u>437 27</u>
Warrant #: VW 00362880 Payee Name: MANATRON INC		

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Invoice Number	Account Info	Amount
INVC045720	2102114020 - 5423701 County Clerk Records Mangement - Maintenance Contracts	71,490.58
Warrant Total:		<u>71,490.58</u>
FUND 2102 TOTAL:		<u>71,953.78</u>

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00362754	Payee Name: CRAPITTO, JUDGE MARY NELL	
12FD0999 120512	2212125300 - 5432011 Mediation Services - Mediation Services	200.00
Warrant Total:		<u>200.00</u>
FUND 2212 TOTAL:		<u>200.00</u>

FUND: 2220 Adult Probation Fund

Warrant #: VW 00362671	Payee Name: ALERE TOXICOLOGY SERVICES INC.	
823092	2220255101 - 5481000 Adult Probation - Contract Service	1,442.00
Warrant Total:		<u>1,442.00</u>
Warrant #: VW 00362676	Payee Name: ALZAFARI, ERIC	
110412 TRVL RMB	2220255101 - 5495112 Adult Probation - Training	330.72
Warrant Total:		<u>330.72</u>
Warrant #: VW 00362688	Payee Name: BANE, JANIS	
11/18-19/12 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	217.56
11/29-30/12 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	182.60
Warrant Total:		<u>400.16</u>
Warrant #: VW 00362690	Payee Name: BARRETT, GARLAND	
083516	2220255101 - 5495112 Adult Probation - Training	125.00
Warrant Total:		<u>125.00</u>
Warrant #: VW 00362749	Payee Name: CORRECTIONS SOFTWARE CORPORATION	
26390	2220255101 - 5419301 Adult Probation - Computer Services	4,378.00
Warrant Total:		<u>4,378.00</u>
Warrant #: VW 00362759	Payee Name: DAITZ, JENNIFER	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	70.49
Warrant Total:		<u>70.49</u>
Warrant #: VW 00362766	Payee Name: DICKEY, ROCHELL	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	100.46
Warrant Total:		<u>100.46</u>
Warrant #: VW 00362767	Payee Name: DICKEY, WILLIAM SHANE	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	103.79
Warrant Total:		<u>103.79</u>
Warrant #: VW 00362768	Payee Name: DICKSON, HAYLEY	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	55.50

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Invoice Number	Account Info	Amount
		Warrant Total:
		<u>55.50</u>
Warrant #: VW 00362838	Payee Name: JONES, CHARLOTTE	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	139.31
		Warrant Total:
		<u>139.31</u>
Warrant #: VW 00362840	Payee Name: JUAREZ, JENNIFER	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	163.17
		Warrant Total:
		<u>163.17</u>
Warrant #: VW 00362893	Payee Name: MCNAIR, COREY	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	49.40
		Warrant Total:
		<u>49.40</u>
Warrant #: VW 00362900	Payee Name: MOORE, DAN	
DEC 6 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	108.23
		Warrant Total:
		<u>108.23</u>
Warrant #: VW 00362910	Payee Name: NGUYEN, MARGARITA	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	213.68
		Warrant Total:
		<u>213.68</u>
Warrant #: VW 00362916	Payee Name: OLALEKAN, JAMES	
NOV 2012 MLG	2220255101 - 5495112 Adult Probation - Training	117.11
		Warrant Total:
		<u>117.11</u>
Warrant #: VW 00362944	Payee Name: ROSEMON, VANESSA R	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	151.52
		Warrant Total:
		<u>151.52</u>
Warrant #: VW 00362992	Payee Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE	
H DICKSON 121012	2220255101 - 5495112 Adult Probation - Training	70.00
J BAUM	2220255101 - 5495112 Adult Probation - Training	70.00
S HURT 121012	2220255101 - 5495112 Adult Probation - Training	70.00
		Warrant Total:
		<u>210.00</u>
Warrant #: VW 00363034	Payee Name: WATERWALL, CHASE	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	69.38
		Warrant Total:
		<u>69.38</u>
Warrant #: VW 00363041	Payee Name: WILLIAMS, NICKISHA	
NOV 2012 MLG	2220255101 - 5496100 Adult Probation - Travel and Education	120.99
		Warrant Total:
		<u>120.99</u>
FUND 2220 TOTAL:		<u>8,348.91</u>
 FUND: 2230 Juvenile Justice Fund		
Warrant #: VW 00362660	Payee Name: 4M YOUTH SERVICES INC	
NOV 2012	2230256100 - 5441301 Juvenile Justice - Placement Services	60.00
		Warrant Total:
		<u>60.00</u>

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant #: VW 00362663 Payee Name: ABL MANAGEMENT INC		
195905	2230256118 - 5481199 Detention - Food Service Contract	1,701 69
195905	2230256119 - 5481199 Post Program - Food Service Contract	1,035 53
195905	2230256155 - 5481199 Juv Justice Alt Ed Program - Food Service Contract	108 14
	Warrant Total:	2,845.36
Warrant #: VW 00362671 Payee Name: ALERE TOXICOLOGY SERVICES INC.		
824445	2230256100 - 5412301 Juvenile Justice - Drug Screening	12 00
	Warrant Total:	12.00
Warrant #: VW 00362685 Payee Name: AUGUST, CHANDRA L		
136279	2230256100 - 5441301 Juvenile Justice - Placement Services	461 54
	Warrant Total:	461.54
Warrant #: VW 00362723 Payee Name: CHARM-TEX		
0068528IN	2230256118 - 5312100 Detention - Clothing Expense	99 00
	Warrant Total:	99 00
Warrant #: VW 00362775 Payee Name: FAMILY SERVICE CENTER OF GALV CNTY		
NOV 2012	2230256100 - 5436107 Juvenile Justice - Outpatient Counseling	12,636 00
NOVEMBER 2012	2230256100 - 5436107 Juvenile Justice - Outpatient Counseling	11,380 00
	Warrant Total:	24,016.00
Warrant #: VW 00362783 Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON		
36571615	2230256105 - 5423112 Juv Justice - Administration - Auto Credit Card Exp	79 99
	Warrant Total:	79.99
Warrant #: VW 00362785 Payee Name: FOLEY, KERRI		
201211	2230256130 - 5431402 Court - Masters Referee Juvenile Matr	3,960 00
	Warrant Total:	3,960.00
Warrant #: VW 00362830 Payee Name: INTERVENTION RESOURCES		
NOVEMBER 2012	2230256100 - 5412114 Juvenile Justice - Psychological Evaluations/Cert	700 00
	Warrant Total:	700.00
Warrant #: VW 00362836 Payee Name: JOHNSON, ALSHEENIA		
136279	2230256100 - 5441301 Juvenile Justice - Placement Services	137 50
	Warrant Total:	137.50
Warrant #: VW 00362863 Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC		
188438	2230256105 - 5423110 Juv Justice - Administration - Auto Maintenance	58 65
	Warrant Total:	58.65
Warrant #: VW 00362912 Payee Name: NORRIS, BRENT T		
NOV 2012 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	37 74
	Warrant Total:	37.74
Warrant #: VW 00362946 Payee Name: RUNGE, JESSICA L		
NOV 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	77 70
	Warrant Total:	77.70
Warrant #: VW 00362947 Payee Name: RUSCELLI, VINCENT		

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Invoice Number	Account Info	Amount
NOVEMBER 26 2012	2230256105 - 5412114 Juv Justice - Administration - Psychological Evaluations/	400 00
Warrant Total:		400.00
Warrant #: VW 00362980	Payee Name: STEWART, DELLA L	
NOV 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	30 14
Warrant Total:		30.14
Warrant #: VW 00363022	Payee Name: UTMB	
FIN0000028403	2230256118 - 5481000 Detention - Contract Service	16,567 90
Warrant Total:		16,567.90
FUND 2230 TOTAL:		49,543.52
FUND: 2240 Sheriff's Commissary Fund		
Warrant #: VW 00362902	Payee Name: MOTOROLA SOLUTIONS INC	
MSSCMB5563	2240211186 - 5417050 Sheriff Commissary Fund - Commissary Expenditures	201,960 00
Warrant Total:		201,960.00
FUND 2240 TOTAL:		201,960.00
FUND: 2242 Sheriff's Seizure Aft 10/89		
Warrant #: VW 00362806	Payee Name: GULF COAST EMERGENCY PRODUCTS &	
INST RMVL 091712	2242211124 - 5423000 Sheriff's Seizure Aft 10/89 - Maint/Repairs Equipment	4,525 00
Warrant Total:		4,525.00
FUND 2242 TOTAL:		4,525.00
FUND: 2250 Law Enforcement Education Fund		
Warrant #: VW 00362933	Payee Name: PRODUCTIVITY CENTER INC	
GCC12112	2250211510 - 5502205 Contin Education-State Alloc - Const #5 Cont Ed Exp	295 00
Warrant Total:		295.00
FUND 2250 TOTAL:		295.00
FUND: 2301 Road & Bridge Fund		
Warrant #. VW 00000519	Payee Name: KEYWORTHS HARDWARE INC	
000170652	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	7 30
000171577	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	14 36
000171930	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	10 77
000171943	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	3 90
000171948	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	0 48
000172115	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	68 85
000172143	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	8 78
000173114	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	14 94
Warrant Total:		129.38

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Invoice Number	Account Info	Amount
Warrant #: VW 00362675 Payee Name: ALWAYS SAFETY AND IST AID INC		
30259	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	638 00
30314	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	-638 00
30395	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	406 15
Warrant Total:		406.15
Warrant #: VW 00362684 Payee Name: AT&T MOBILITY		
X12052012	2301312110 - 5492111 Administration - Telephone Cellular	929 97
Warrant Total:		929.97
Warrant #: VW 00362693 Payee Name: BAY OIL CO CORP		
226979	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	10,767 13
228228	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	8,947 97
Warrant Total:		19,715.10
Warrant #: VW 00362699 Payee Name: BFI WASTE SERVICES OF TEXAS LP		
312262	2301312120 - 5421411 FM & Lateral Road - Garbage/Landfill Services	545 57
Warrant Total:		545.57
Warrant #: VW 00362725 Payee Name: CHERRY CRUSHED CONCRETE INC		
1030291	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,643 30
1030386	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	4,254 35
1030617	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,712 09
1030712	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	4,787 28
Warrant Total:		16,397.02
Warrant #: VW 00362733 Payee Name: CITY WIDE GLASS LLC		
34027	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	225 00
Warrant Total:		225.00
Warrant #: VW 00362739 Payee Name: CLEVELAND ASPHALT PRODUCTS INC		
11950	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	12,017 21
Warrant Total:		12,017.21
Warrant #: VW 00362753 Payee Name: CRAFCO TEXAS INC		
00301321N	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	1,612 00
Warrant Total:		1,612.00
Warrant #: VW 00362787 Payee Name: G & K SERVICES		
1030241138	2301312120 - 5426106 FM & Lateral Road - Uniform Leasing	36 78
1030242309	2301312120 - 5426106 FM & Lateral Road - Uniform Leasing	172 84
1030247006	2301312120 - 5426106 FM & Lateral Road - Uniform Leasing	36 78
1030248159	2301312120 - 5426106 FM & Lateral Road - Uniform Leasing	362 60
1030252803	2301312120 - 5426106 FM & Lateral Road - Uniform Leasing	72 53
1030253968	2301312120 - 5426106 FM & Lateral Road - Uniform Leasing	177 53
Warrant Total:		859.06
Warrant #: VW 00362844 Payee Name: KLEEN JANITORIAL SUPPLY COMPANY		
2436	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	279 14
Warrant Total:		279.14
Warrant #: VW 00362851 Payee Name: LANSDOWNE MOODY CO LP		

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Invoice Number	Account Info	Amount
IW73479	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,745.65
Warrant Total:		1,745.65
Warrant #: VW 00362863 Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC		
188320	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14.50
188455	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14.50
188514	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	99.00
188584	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	39.75
Warrant Total:		167.75
Warrant #: VW 00362878 Payee Name: MAINLAND TOOL AND SUPPLY INC		
0143155901	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	227.00
0143240101	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	93.00
Warrant Total:		320.00
Warrant #: VW 00362894 Payee Name: MCREE FORD INC		
375580	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	42.36
375588	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-8.24
375607	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	392.96
375614	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-75.00
375673	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	86.66
375681	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	64.00
375778	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	51.96
375792	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-86.66
376122	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	297.48
Warrant Total:		765.52
Warrant #: VW 00362904 Payee Name: MUSTANG TRACTOR & EQUIPMENT CO		
PART3314629	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	63.04
Warrant Total:		63.04
Warrant #: VW 00362914 Payee Name: NORVAREM, S A.U		
218016	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	1,019.62
218017	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	1,741.74
Warrant Total:		2,761.36
Warrant #: VW 00362923 Payee Name: PAT'S DEMOLITION AND DEBRIS REMOVAL		
00031474	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	53.00
Warrant Total:		53.00
Warrant #: VW 00362938 Payee Name: R B EVERETT & CO		
RI13084	2301312120 - 5746010 FM & Lateral Road - Capitalized Furn,Fix,& Equip	34,548.00
Warrant Total:		34,548.00
Warrant #: VW 00362950 Payee Name: SANTA FE AUTO PARTS INC		
112590	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	212.28
Warrant Total:		212.28
Warrant #: VW 00362958 Payee Name: SEARS ROEBUCK AND COMPANY		
7186	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	307.90
7187	2301312110 - 5424000 Administration - Maint & Repairs Buildings	399.98
Warrant Total:		707.88

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Invoice Number	Account Info	Amount
Warrant #: VW 00362959 Payee Name: SEASIDE ENTERPRISES INC		
230889	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	32 38
231280	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	27 63
Warrant Total:		60.01
Warrant #: VW 00362963 Payee Name: SHERWIN WILLIAMS PAINT CORP		
50312	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	154 17
Warrant Total:		154.17
Warrant #: VW 00362978 Payee Name: STEVEN-SHARON CORPORATION		
425703000	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	471 80
Warrant Total:		471.80
Warrant #: VW 00363028 Payee Name: VULCAN CONSTRUCTION MATERIALS LP		
295928	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	40,768 45
295929	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	61,604 17
295930	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	663 57
295931	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	643 30
Warrant Total:		103,679.49
FUND 2301 TOTAL:		198,825.55
FUND: 2370 Flood Control Fund		
Warrant #: VW 00000519 Payee Name: KEYWORTHS HARDWARE INC		
000170459	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	1 25
000172947	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	2 79
Warrant Total:		4.04
Warrant #: VW 00362724 Payee Name: CHEMAX CORPORATION		
24038	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	499 90
Warrant Total:		499.90
Warrant #: VW 00362819 Payee Name: HI-WAY EQUIPMENT COMPANY LLC		
H44761	2370296100 - 5423000 Flood Control - Maint/Repairs Equipment	286 04
H44869	2370296100 - 5423000 Flood Control - Maint/Repairs Equipment	227 73
Warrant Total:		513.77
Warrant #: VW 00362867 Payee Name: LJA ENGINEERING & SURVEYING INC		
20126082	2370190100 - 5481000 County Engineer - Contract Service	2,300 00
Warrant Total:		2,300.00
Warrant #: VW 00362872 Payee Name: MAINLAND BOLT AND SUPPLY		
IN70734	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	342 00
Warrant Total:		342.00
Warrant #: VW 00362890 Payee Name: MAXWELL BAILER CORP		
24524	2370296100 - 5423000 Flood Control - Maint/Repairs Equipment	1,275 00
Warrant Total:		1,275.00
Warrant #: VW 00362950 Payee Name: SANTA FE AUTO PARTS INC		

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Invoice Number	Account Info	Amount
112577	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	106 28
112678	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	209 55
Warrant Total:		315.83

Warrant #: VW 00363035	Payee Name: WELSH, MATTHEW SEAN	
NOV 2012 MLG	2370296110 - 5496301 Building Inspector - Auto Mileage	649 91
Warrant Total:		649.91

Warrant #: VW 00363045	Payee Name: WW GRAINGER INC	
9018691221	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	493 40
9018691247	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	296 95
Warrant Total:		790.35

FUND 2370 TOTAL: 6,690.80

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000519	Payee Name: KEYWORTHS HARDWARE INC	
000171006	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	9 52
000171670	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	15 32
Warrant Total:		24.84

Warrant #: VW 00362668	Payee Name: ADAPCO INC	
91590	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	120 00
Warrant Total:		120.00

Warrant #: VW 00362686	Payee Name: AUTOZONE INC	
1579846165	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	7 16
Warrant Total:		7.16

Warrant #: VW 00362716	Payee Name: CARDINAL TRACKING INC	
101455	2410411100 - 5310001 Mosquito Control District - Depart Supplies-Non Cap FFE	4,096 36
Warrant Total:		4,096.36

Warrant #: VW 00362858	Payee Name: LEADING EDGE ASSOCIATES	
45482	2410411100 - 5746010 Mosquito Control District - Capitalized Furn,Fix,& Equip	16,427 00
Warrant Total:		16,427.00

Warrant #: VW 00362990	Payee Name: TASC0 AUTO COLOR #23	
3293	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	84 95
3330	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	53 21
Warrant Total:		138.16

FUND 2410 TOTAL: 20,813.52

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00362665	Payee Name: ACHARYA MD PA,SID	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	321 20
Warrant Total:		321.20

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Invoice Number	Account Info	Amount
Warrant #: VW 00362666	Payee Name: ACS PRIMARY CARE PHYSICIANS SOUTHWEST	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	98.98
	Warrant Total:	98.98
Warrant #: VW 00362679	Payee Name: AMERICAN RADIOLOGY CONSULTANTS PLLC	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	170.28
	Warrant Total:	170.28
Warrant #: VW 00362691	Payee Name: BARRIER REEF EMERGENCY PHYSICIANS	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	826.89
	Warrant Total:	826.89
Warrant #: VW 00362692	Payee Name: BAY AREA ANESTHESIA SERVICES PA	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	108.31
	Warrant Total:	108.31
Warrant #: VW 00362694	Payee Name: BEELER MANSKE CLINIC LLP	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	149.43
	Warrant Total:	149.43
Warrant #: VW 00362734	Payee Name: CLARIENT DIAGNOSTIC SERVICES INC.	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	237.90
	Warrant Total:	237.90
Warrant #: VW 00362740	Payee Name: CLINICAL PATHOLOGY LABORATORIES INC	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	108.58
	Warrant Total:	108.58
Warrant #: VW 00362741	Payee Name: COASTAL GASTROENOLGY ASSOCIATES PA	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	103.27
	Warrant Total:	103.27
Warrant #: VW 00362746	Payee Name: COMMUNITY PATHOLOGY ASSOCIATES	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	18.44
	Warrant Total:	18.44
Warrant #: VW 00362795	Payee Name: GASKILL, SUSAN C	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	116.55
	Warrant Total:	116.55
Warrant #: VW 00362799	Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	4,272.82
	Warrant Total:	4,272.82
Warrant #: VW 00362802	Payee Name: GUARDIAN ANESTHESIA SERVICES PLLC	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	384.66
	Warrant Total:	384.66
Warrant #: VW 00362804	Payee Name: GULDE MD PA, JANIS	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	472.35
	Warrant Total:	472.35

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Invoice Number	Account Info	Amount
Warrant #: VW 00362814	Payee Name: HARRIS EMERGENCY MEDICINE ASSOCIATES	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	259.75
	Warrant Total:	259.75
Warrant #: VW 00362823	Payee Name: HOUSTON PROGRESSIVE RADIOLOGY ASSO	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	50.26
	Warrant Total:	50.26
Warrant #: VW 00362829	Payee Name: INPATIENT CONSULTANTS OF TEXAS PLLC	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	4,485.64
	Warrant Total:	4,485.64
Warrant #: VW 00362846	Payee Name: KOCUREK MD, ALBERT T	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	223.46
	Warrant Total:	223.46
Warrant #: VW 00362849	Payee Name: LABORATORY CORPORATION OF AMERICA	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	2,487.34
	Warrant Total:	2,487.34
Warrant #: VW 00362862	Payee Name: LEWIS MD, JOHN M	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	44.57
	Warrant Total:	44.57
Warrant #: VW 00362874	Payee Name: MAINLAND INFECTIOUS DISEASE ASSOC PA	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,001.61
	Warrant Total:	1,001.61
Warrant #: VW 00362875	Payee Name: MAINLAND PATHOLOGY ASSOCIATES PA	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	248.32
	Warrant Total:	248.32
Warrant #: VW 00362877	Payee Name: MAINLAND RADIOLOGICAL ASSOCIATION	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,506.15
	Warrant Total:	1,506.15
Warrant #: VW 00362895	Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	30,080.01
	Warrant Total:	30,080.01
Warrant #: VW 00362896	Payee Name: MEMORIAL PATHOLOGY CONSULTANTS PA	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	148.60
	Warrant Total:	148.60
Warrant #: VW 00362897	Payee Name: MEMORIAL RADIOLOGY ASSOCIATES INC	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	410.27
	Warrant Total:	410.27
Warrant #: VW 00362925	Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE	
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,660.73
	Warrant Total:	1,660.73

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Invoice Number	Account Info	Amount
Warrant #: VW 00362936		
Payee Name: QUEST DIAGNOSTICS CLINICAL		
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	745.74
	Warrant Total:	745.74
Warrant #: VW 00362954		
Payee Name: SCOTT CFA, DOUGLAS		
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	382.52
	Warrant Total:	382.52
Warrant #: VW 00362973		
Payee Name: SPACE CITY ANESTHESIA		
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,205.17
	Warrant Total:	1,205.17
Warrant #: VW 00362974		
Payee Name: SPINE AND JOINT PAIN CENTER PA		
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	126.36
	Warrant Total:	126.36
Warrant #: VW 00363019		
Payee Name: UTMB		
NOV 2012 CARE	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	792.86
	Warrant Total:	792.86
Warrant #: VW 00363020		
Payee Name: UTMB		
NOVEMBER 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	25,499.57
	Warrant Total:	25,499.57
FUND 2420 TOTAL:		78,748.59
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FUND: 2501 Child Welfare Fund		
Warrant #: VW 00362788		
Payee Name: GALVESTON COUNTY HEALTH DISTRICT		
3518	2501443300 - 5499351 Child Welfare - Client Doc/Off Rec-Birth/Death	184.00
	Warrant Total:	184.00
Warrant #: VW 00362945		
Payee Name: ROSS, DEBRA		
EMRGNCY FUNDS	2501443300 - 5449125 Child Welfare - Emergency Family Support	565.00
	Warrant Total:	565.00
Warrant #: VW 00363030		
Payee Name: WALMART		
00123	2501443300 - 5441301 Child Welfare - Placement Services	1,875.00
	Warrant Total:	1,875.00
FUND 2501 TOTAL:		2,624.00
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FUND: 2602 Beach Maintenance-Rd & Bridge		
Warrant #: VW 00362674		
Payee Name: ALVIN EQUIPMENT CO INC		
IV55582	2602544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	1,855.73
IV55657	2602544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	1,436.34
	Warrant Total:	3,292.07
Warrant #: VW 00362712		
Payee Name: C JOHNNY ON THE SPOT INC		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Invoice Number	Account Info	Amount
3056	2602544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
	Warrant Total:	60.00
Warrant #: VW 00362760	Payee Name: DANESI'S OUTDOOR SERVICES	
106	2602544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	984.00
107	2602544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	984.00
	Warrant Total:	1,968.00
Warrant #: VW 00362787	Payee Name: G & K SERVICES	
1030241137	2602544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	20.09
1030247005	2602544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	20.09
1030252802	2602544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	20.09
	Warrant Total:	60.27
Warrant #: VW 00362959	Payee Name: SEASIDE ENTERPRISES INC	
230449	2602544042 - 5310000 Beach Maintenance-Rd & Bridge - Supplies and Materials	48.00
	Warrant Total:	48.00
		FUND 2602 TOTAL: 5,428.34
FUND: 2824 Adult Probation Community		
Warrant #: VW 00362707	Payee Name: BROWN, JUDY	
NOV 2012 MLG	2824255137 - 5496301 Sex Offender Supervision - Auto Mileage	49.95
	Warrant Total:	49.95
Warrant #: VW 00362816	Payee Name: HENDERSON, ANTHONY	
NOV 2012 MLG	2824255111 - 5496301 Special Substance Abuse - Auto Mileage	110.45
	Warrant Total:	110.45
Warrant #: VW 00362845	Payee Name: KLYNG, KERRY	
NOV 2012 MLG	2824255137 - 5496301 Sex Offender Supervision - Auto Mileage	112.67
	Warrant Total:	112.67
Warrant #: VW 00362916	Payee Name: OLALEKAN, JAMES	
NOV6 2012 MLG	2824255111 - 5496301 Special Substance Abuse - Auto Mileage	67.16
	Warrant Total:	67.16
Warrant #: VW 00362918	Payee Name: ORDAZ, WILLIAM	
NOV 2012 MLG	2824255137 - 5496301 Sex Offender Supervision - Auto Mileage	242.54
	Warrant Total:	242.54
Warrant #: VW 00362968	Payee Name: SKUFCA, RICHARD	
NOV 2012 MLG	2824255111 - 5496301 Special Substance Abuse - Auto Mileage	5.00
	Warrant Total:	5.00
		FUND 2824 TOTAL: 587.77

FUND: 2825 Galv Cnty Adult Drug Court Pgm

Warrant #: VW 00362924 Payee Name: PATHWAY TO RECOVERY INC

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Invoice Number	Account Info	Amount
G501995 112012	2825255117 - 5481000 Galv Cnty Adult Drug Court Pgm - Contract Service	3,266.00
Warrant Total:		3,266.00
Warrant #: VW 00362984	Payee Name: SULLIVANT, WESLEY BENTON	
DRG CRT 112212	2825255117 - 5481000 Galv Cnty Adult Drug Court Pgm - Contract Service	1,000.00
Warrant Total:		1,000.00
Warrant #: VW 00362993	Payee Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE	
DEC 2012 RMB INS	2825255117 - 5601061 Galv Cnty Adult Drug Court Pgm - Reimb due Basic Superv I	1,121.00
Warrant Total:		1,121.00
FUND 2825 TOTAL:		5,387.00

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00362660	Payee Name: 4M YOUTH SERVICES INC	
NOV 2012	2841256111 - 5441101 State Aid Grant A - Residential Services	2,940.00
Warrant Total:		2,940.00
Warrant #: VW 00362808	Payee Name: GULF COAST TRADES CENTER	
6021	2841256111 - 5441101 State Aid Grant A - Residential Services	22,612.14
Warrant Total:		22,612.14
Warrant #: VW 00362852	Payee Name: LARSON, FAITH	
NOV 2012 MLG	2841256111 - 5496301 State Aid Grant A - Auto Mileage	65.49
Warrant Total:		65.49
Warrant #: VW 00362922	Payee Name: PARISH, ERVIN R	
NOV 2012 MLG	2841256111 - 5496301 State Aid Grant A - Auto Mileage	133.20
Warrant Total:		133.20
Warrant #: VW 00362962	Payee Name: SHELTERING HARBOUR	
CM12238	2841256111 - 5441101 State Aid Grant A - Residential Services	8,295.00
Warrant Total:		8,295.00
FUND 2841 TOTAL:		34,045.83

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00363023	Payee Name: UTMB	
037	2848256143 - 5481000 Commitment Reduction Program C - Contract Service	10,182.00
Warrant Total:		10,182.00
FUND 2848 TOTAL:		10,182.00

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00362975	Payee Name: SPRINT SPECTRUM LP	
692298810060	2864211127 - 5492100 Auto Task Force - Wireless MCT Service	599.08

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List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Invoice Number	Account Info	Amount
Warrant Total:		599.08
FUND 2864 TOTAL:		599.08

FUND: 2892 State Homeland Security Grant

Warrant #: VW 00362902	Payee Name: MOTOROLA SOLUTIONS INC	
MSCCMB5563	2892291114 - 5360000 2011 SHSP Grant - Equipment/Tools	98,574.00
Warrant Total:		98,574.00
FUND 2892 TOTAL:		98,574.00

FUND: 2914 CDBG Housing Program

Warrant #: VW 00362911	Payee Name: NICHOLSON, CONNIE	
12/6-7/12 TRVL	2914152500 - 5496100 Housing - Travel and Education	5.25
12/6-7/12 TRVL	2914152500 - 5496301 Housing - Auto Mileage	280.28
Warrant Total:		285.53
Warrant #: VW 00362975	Payee Name: SPRINT SPECTRUM LP	
384104405038	2914152500 - 5481000 Housing - Contract Service	120.38
Warrant Total:		120.38
Warrant #: VW 00363044	Payee Name: WORLEY CATASTOPHE RESPONSE LLC	
241419021	2914152500 - 5310001 Housing - Depart Supplies-Non Cap FFE	284.31
Warrant Total:		284.31
FUND 2914 TOTAL:		690.22

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00362713	Payee Name: C.F. MCDONALD ELECTRIC INC	
RTNG	2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	5,366.90
Warrant Total:		5,366.90
Warrant #: VW 00362835	Payee Name: JC STONEWALL CONSTRUCTORS LP	
6 120612	2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-54.02
6 120612	2915291012 - 5741605 Generators - Bayview MUD Generator	1,080.47
Warrant Total:		1,026.45
FUND 2915 TOTAL:		6,393.35

FUND: 2923 Texas Feeding Texans

Warrant #: VW 00362752	Payee Name: CPI FOODS INC.	
1281296	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	385.00
Warrant Total:		385.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Invoice Number	Account Info	Amount
FUND 2923 TOTAL:		385.00
 FUND: 2994 Disaster Recovery - Ike		
Warrant #: VW 00362757		
Payee Name: CZS DEVELOPERS LLC		
3 121812	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retamage	-2,538 93
3 121812	2994299521 - 5481000 Lewellyn Building - Contract Service	50,778 69
Warrant Total:		48,239.76
 Warrant #: VW 00362942		
Payee Name: RLN CORPORATION		
044929	2994299521 - 5481000 Lewellyn Building - Contract Service	23,126 67
Warrant Total:		23,126.67
FUND 2994 TOTAL:		71,366.43
 FUND: 3120 Limited Tax Cnty Bldg Bds Sr09		
Warrant #: VW 00362832		
Payee Name: J W KELSO COMPANY INC		
197004B	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-11 85
197004B	3120179331 - 5722000 Animal Resource Center - Construction Bldg Capital Outl	237 00
Warrant Total:		225.15
 Warrant #: VW 00362868		
Payee Name: LUCAS CONSTRUCTION CO INC		
13 100912	3120179331 - 5722000 Animal Resource Center - Construction Bldg Capital Outl	1 00
Warrant Total:		1.00
 Warrant #: VW 00362886		
Payee Name: MASON COMPANY LLC		
509289D	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-83 25
509289D	3120179331 - 5722000 Animal Resource Center - Construction Bldg Capital Outl	1,665 04
Warrant Total:		1,581.79
FUND 3120 TOTAL:		1,807.94
 FUND: 3222 Ltd Tax Crim Jst Bds Sr 2003A		
Warrant #: VW 00362902		
Payee Name: MOTOROLA SOLUTIONS INC		
MSCCMB5563	3222179104 - 5746010 Proceeds from Land Sale - Capitalized Furn,Fix,& Equip	2,390,356 00
Warrant Total:		2,390,356.00
FUND 3222 TOTAL:		2,390,356.00
 FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07		
Warrant #: VW 00000522		
Payee Name: TRIPLE B SERVICES LLP		
31 120712	3310315162 - 5731015 Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	562,515 09
Warrant Total:		562,515.09

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Invoice Number	Account Info	Amount
FUND 3310 TOTAL:		562,515.09
 FUND: 3312 Unltd Tax Road Bonds Sr 2009		
Warrant #: VW 00362813 Payee Name: HALFF ASSOCIATES		
H168263	3312312111 - 5731132 Non-County Roads - Stewart Rd-75th to Cove View	11,505.32
		Warrant Total:
		11,505.32
 Warrant #: VW 00362825 Payee Name: HUBCO INC		
10 113012	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-8,099.70
10 113012	3312312111 - 5731162 Non-County Roads - City Streets - Kemah	161,994.00
		Warrant Total:
		153,894.30
FUND 3312 TOTAL:		165,399.62
 FUND: 3315 Galv Causeway RR Bridge Proj		
Warrant #: VW 00362701 Payee Name: BNSF RAILWAY COMPANY		
9006697	3315313200 - 5732024 Causeway Railroad Bridge Proj - BNSF Force Account - RR Br	50,214.32
90068452	3315313200 - 5730002 Causeway Railroad Bridge Proj - Construction Management	13,239.97
		Warrant Total:
		63,454.29
 Warrant #: VW 00362800 Payee Name: GREENMAN PEDERSEN INC		
0160932 073112	3315313200 - 5722903 Causeway Railroad Bridge Proj - Owners Contingency	4,275.00
		Warrant Total:
		4,275.00
FUND 3315 TOTAL:		67,729.29
 FUND: 4022 Ltd Tax Rfd Bonds Series 2011A		
Warrant #: VW 00363010 Payee Name: U S BANK NATIONAL ASSOCIATION		
3272251	4022810814 - 5850000 Ltd Tax Rfd Bnds Sr 2011A - Paying Agent Fees	300.00
		Warrant Total:
		300.00
FUND 4022 TOTAL:		300.00
 FUND: 4023 Unltd Tx Rf Bds Sr 11B		
Warrant #: VW 00363009 Payee Name: U S BANK NATIONAL ASSOCIATION		
3272253	4023810815 - 5850000 UnLtd Tx Rfd Bds Sr 2011B - Paying Agent Fees	300.00
		Warrant Total:
		300.00
FUND 4023 TOTAL:		300.00
 FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins		
Warrant #: VW 00362703 Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS		
OCT/ 2012	6123155021 - 5417201 Group Insurance - Health Ins Administrative Fee	39,020.21

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Invoice Number	Account Info	Amount
OCT/ 2012	6123155021 - 5417204 Group Insurance - Preferred Provdr Orgnztn Fee	16,180 25
SEPT 2012	6123155021 - 5417201 Group Insurance - Health Ins Administrative Fee	40,126 38
SEPT 2012	6123155021 - 5417204 Group Insurance - Preferred Provdr Orgnztn Fee	18,818 50
Warrant Total:		114,145.34

Warrant #:	Payee Name:		Amount
VW 00362717	CAREHERE LLC		
8761	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee		41,432 24
8918	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee		24,516 05
Warrant Total:			65,948.29

Warrant #:	Payee Name:		Amount
VW 00362861	LEOPOLD, WILLIAM E		
ARI1300010	6123155021 - 5481000 Group Insurance - Contract Service		2,975 00
ARI1300011	6123155021 - 5481000 Group Insurance - Contract Service		2,975 00
ARI1300012	6123155021 - 5481000 Group Insurance - Contract Service		2,975 00
Warrant Total:			8,925.00

FUND 6123 TOTAL: 189,018.63

FUND: 6130 Self Insurance Reserve Fund

Warrant #:	Payee Name:		Amount
VW 00362834	JAHN-GALVESTON INSURANCE AGENCY INC		
0928 102612	6130151431 - 5491700 General Self Insurance - Insurance Public Officials		3,550 00
0928 120612	6130151431 - 5491700 General Self Insurance - Insurance Public Officials		429 00
Warrant Total:			3,979.00

Warrant #:	Payee Name:		Amount
VW 00362982	SULLIVAN, DWIGHT D		
DUPL PYMNT RECRD6130151431 - 5491503	General Self Insurance - Claims Liability		829 35
Warrant Total:			829.35

Warrant #:	Payee Name:		Amount
VW 00362999	TEXAS LAWYERS INSURANCE EXCHANGE		
01/01/13-01/1/14	6130151431 - 5491700 General Self Insurance - Insurance Public Officials		1,500 00
Warrant Total:			1,500.00

FUND 6130 TOTAL: 6,308.35

FUND: 7605 Escrow Fund

Warrant #:	Payee Name:		Amount
VW 00362689	BARRETT, DR KEVIN		
201209643 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims		86 94
Warrant Total:			86.94

Warrant #:	Payee Name:		Amount
VW 00362705	BRADLEY, TONIKA		
201209940 100912	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims		114 00
Warrant Total:			114.00

Warrant #:	Payee Name:		Amount
VW 00362710	BURROUGHS, BARNEY		
201211044 110512	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims		500 00
Warrant Total:			500.00

Warrant #:	Payee Name:		Amount
VW 00362711	BYRD, SALLY		
201211022 110512	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims		112 00

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Invoice Number	Account Info	Amount
Warrant Total:		<u>112.00</u>
Warrant #: VW 00362722	Payee Name: CHACHERE, MARKISHA	
12CR0571 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	110.00
Warrant Total:		<u>110.00</u>
Warrant #: VW 00362731	Payee Name: CITY OF LAMARQUE	
201211243 110912	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	30.50
Warrant Total:		<u>30.50</u>
Warrant #: VW 00362770	Payee Name: DRAKE, MICHAEL	
201211167 110712	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	1,200.00
Warrant Total:		<u>1,200.00</u>
Warrant #: VW 00362784	Payee Name: FOERSTER, BILLIE	
08CR1688 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	300.00
Warrant Total:		<u>300.00</u>
Warrant #: VW 00362790	Payee Name: GALVESTON COUNTY SHERIFF'S OFFICE	
201210141 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	31.59
Warrant Total:		<u>31.59</u>
Warrant #: VW 00362794	Payee Name: GARIBALDI, CAMIE	
20120934	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	60.00
201209349	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	60.00
Warrant Total:		<u>120.00</u>
Warrant #: VW 00362801	Payee Name: GUARANTY BANK	
201211157 110712	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	1,000.00
Warrant Total:		<u>1,000.00</u>
Warrant #: VW 00362811	Payee Name: GUTIERREZ, JOSEPH	
318306 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	750.00
Warrant Total:		<u>750.00</u>
Warrant #: VW 00362812	Payee Name: HAGLUND LAW FIRM	
201211697 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	87.50
320843 RESTITUTI	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	177.50
Warrant Total:		<u>265.00</u>
Warrant #: VW 00362815	Payee Name: HEB	
201211460	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	868.36
Warrant Total:		<u>868.36</u>
Warrant #: VW 00362848	Payee Name: KOONCE, MICHAEL	
12CR2155 121012	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	125.00
Warrant Total:		<u>125.00</u>
Warrant #: VW 00362856	Payee Name: LAY, PEGGY	
324938 092412	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	77.83
Warrant Total:		<u>77.83</u>

Galveston County, Texas

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Invoice Number	Account Info	Amount
Warrant #: VW 00362898		
Payee Name: MIZE, JORDAN		
201211386 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	220 00
		Warrant Total:
		220.00
Warrant #: VW 00362903		
Payee Name: MURPHY USA		
201210306 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	30 00
		Warrant Total:
		30.00
Warrant #: VW 00362921		
Payee Name: PALMS OF SOUTH SHORE		
319855 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	334 00
		Warrant Total:
		334.00
Warrant #: VW 00362926		
Payee Name: PENDLEHURY, JAMIE		
201211598 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	50 00
		Warrant Total:
		50.00
Warrant #: VW 00362931		
Payee Name: POWER LINE SOLUTIONS		
201209608 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	269 71
		Warrant Total:
		269.71
Warrant #: VW 00362941		
Payee Name: RETREAT AT TEXAS CITY		
201210007 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	160 00
		Warrant Total:
		160.00
Warrant #: VW 00362951		
Payee Name: SANTA FE COUNCIL OF ALCOHOLISM		
201209635 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	20 00
		Warrant Total:
		20.00
Warrant #: VW 00362952		
Payee Name: SCHERER, JOSEPH		
201210996 110212	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	330 00
		Warrant Total:
		330.00
Warrant #: VW 00362966		
Payee Name: SIFUENTES, DISIREE		
201211310 111212	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	120 00
		Warrant Total:
		120.00
Warrant #: VW 00362981		
Payee Name: STUCKER, WILLIAM		
201211234 110912	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	10 00
		Warrant Total:
		10.00
Warrant #: VW 00362987		
Payee Name: T-BONE TOMS		
201211339 111212	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	60 00
		Warrant Total:
		60.00
Warrant #: VW 00362991		
Payee Name: TAYLOR, BRENDEN		
201211092 110612	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	100 00
		Warrant Total:
		100.00
Warrant #: VW 00362994		
Payee Name: TEXAS DEPARTMENT OF HEALTH		
7/19/10-11/30/12	7605000000 - 2476036 Escrow Fund - Cntrl Adoption Reg FC 108 006	65 92
		Warrant Total:
		65.92

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List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant #: VW 00362995 Payee Name: TEXAS DEPARTMENT OF HUMAN SERVICES		
201211217 110912	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	115 00
	Warrant Total:	<u>115.00</u>
Warrant #: VW 00362996 Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY		
11CR2051 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	25 00
201209611 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	43 67
201209875 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	40 00
401245 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	140 00
	Warrant Total:	<u>248.67</u>
Warrant #: VW 00363021 Payee Name: UTMB		
201209775 100512	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	262 00
	Warrant Total:	<u>262.00</u>
Warrant #: VW 00363043 Payee Name: WOMENS CRISIS CENTER		
328786 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	100 00
	Warrant Total:	<u>100.00</u>
	FUND 7605 TOTAL:	<u>8,186.52</u>

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List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	501,071 48
2102 Co Clerk Rec Mgt & Pres Fund	71,953.78
2212 Mediation Services Prog Fund	200 00
2220 Adult Probation Fund	8,348 91
2230 Juvenile Justice Fund	49,543.52
2240 Sheriff's Commissary Fund	201,960.00
2242 Sheriff's Seizure Aft 10/89	4,525 00
2250 Law Enforcement Education Fund	295 00
2301 Road & Bridge Fund	198,825 55
2370 Flood Control Fund	6,690 80
2410 Mosquito Control District Fund	20,813 52
2420 Indigent Health Care Fund	78,748 59
2501 Child Welfare Fund	2,624 00
2602 Beach Maintenance-Rd & Bridge	5,428 34
2824 Adult Probation Community	587 77
2825 Galv Cnty Adult Drug Court Pgm	5,387 00
2841 Juvenile Probation-State Aid	34,045 83
2848 Juv Jst Alt Education Program	10,182 00
2864 Auto Crimes Task Force Grant	599 08
2892 State Homeland Security Grant	98,574 00
2914 CDBG Housing Program	690 22
2915 CDBG Infrastructure Program	6,393 35
2923 Texas Feeding Texans	385 00
2994 Disaster Recovery - Ike	71,366 43
3120 Limited Tax Cnty Bldg Bds Sr09	1,807 94
3222 Ltd Tax Crim Jst Bds Sr 2003A	2,390,356 00
3310 Pass Thru Toll Rv Lt Tx BdSr07	562,515 09
3312 Unltd Tax Road Bonds Sr 2009	165,399 62
3315 Galv Causeway RR Bridge Proj	67,729 29
4022 Ltd Tax Rfd Bonds Series 2011A	300 00
4023 Unltd Tx Rf Bds Sr 11B	300 00
6123 Group,Wrks'Comp,Unemplmnt Ins	189,018 63
6130 Self Insurance Reserve Fund	6,308 35
7605 Escrow Fund	8,186 52

Galveston County, Texas

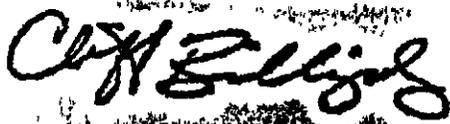
List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

Grand Total: 4,771,160.61

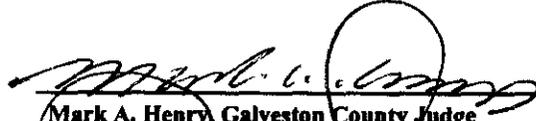
Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2012

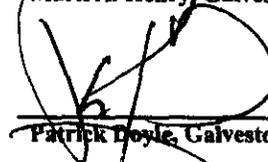
Approved Order to pay by Commissioners Court this day December 20th, 2012.



Cliff Billingsley, County Auditor



Mark A. Henry, Galveston County Judge



Patrick Doyle, Galveston County Commissioner, Pct 1

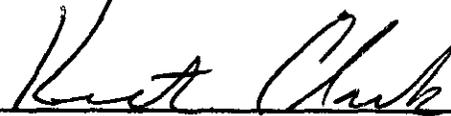


Kevin D. O'Brien, Galveston County Commissioner, Pct 2

ATTEST:

Abstained

Stephen D. Holmes, Galveston County Commissioner, Pct 3

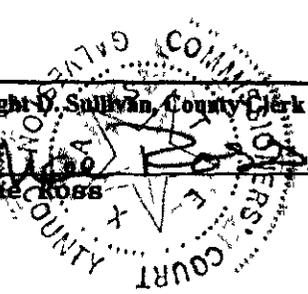


Kenneth Clark, Galveston County Commissioner, Pct 4

Dwight D. Sullivan, County Clerk

By  Deputy

Mae Ross



Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362660	709754	4M YOUTH SERVICES INC	12/20/12	3,000 00	MW	OH		
A200362661	715112	A G CROUCH P C	12/20/12	40 00	MW	OH		
A200362662	408305	ABC STEEL PRODUCTS CO INC	12/20/12	1,035 75	MW	OH		
A200362663	702471	ABL MANAGEMENT INC	12/20/12	23,163 58	MW	OH		
A200362664	713428	ABM JANITORIAL SERVICES - SOU	12/20/12	350 00	MW	OH		
A200362665	706405	ACHARYA MD PA.SID	12/20/12	321 20	MW	OH		
A200362666	713718	ACS PRIMARY CARE PHYSICIANS S	12/20/12	98 98	MW	OH		
A200362667	400871	ACTION PERSONNEL INC	12/20/12	1,986 87	MW	OH		
A200362668	405005	ADAPCO INC	12/20/12	120 00	MW	OH		
A200362669	714893	ADVANCED LAW ENFORCEMENT READ	12/20/12	395 00	MW	OH		
A200362670	707348	AIRGAS - SOUTHWEST INC	12/20/12	51 00	MW	OH		
A200362671	706649	ALERE TOXICOLOGY SERVICES INC	12/20/12	1,454 00	MW	OH		
A200362672	VOID CONTINU	VOID - Continued Stub	12/20/12	0 00	VM	OH		VOID
A200362673	013524	ALERT ALARM BURG AND FIRE PRO	12/20/12	4 520 00	MW	OH		
A200362674	013177	ALVIN EQUIPMENT CO INC	12/20/12	3,292 07	MW	OH		
A200362675	707451	ALWAYS SAFETY AND 1ST AID INC	12/20/12	406 15	MW	OH		
A200362676	714413	ALZAFARI, ERIC	12/20/12	330 72	MW	OH		
A200362677	709623	AMBIT ENERGY LP	12/20/12	732 78	MW	OH		
A200362678	013037	AMERICAN FENCE AND SUPPLY CO	12/20/12	222 40	MW	OH		
A200362679	711181	AMERICAN RADIOLOGY CONSULTANT	12/20/12	170 28	MW	OH		
A200362680	709811	AMERIWASTE OF TEXAS LLC	12/20/12	756 16	MW	OH		
A200362681	715115	ANDERSON, LAHRMAN, BARRE & MA	12/20/12	17 00	MW	OH		
A200362682	703690	ANSWERING SPECIALISTS INC	12/20/12	292 21	MW	OH		
A200362683	431891	ASHTON PARK APT	12/20/12	100 00	MW	OH		
A200362684	709784	AT&T MOBILITY	12/20/12	929 97	MW	OH		
A200362685	715081	AUGUST, CHANDRA L	12/20/12	461 54	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200362686	712485	AUTOZONE INC	12/20/12	7 16	MW	OH	
A200362687	710718	B L ALEXANDER ENTERPRISES IN	12/20/12	48 60	MW	OH	
A200362688	713672	BANE, JANIS	12/20/12	400 16	MW	OH	
A200362689	714872	BARRETT, DR KEVIN	12/20/12	86 94	MW	OH	
A200362690	709913	BARRETT, GARLAND	12/20/12	125 00	MW	OH	
A200362691	711300	BARRIER REEF EMERGENCY PHYSIC	12/20/12	826 89	MW	OH	
A200362692	710853	BAY AREA ANESTHESIA SERVICES	12/20/12	108 31	MW	OH	
A200362693	021360	BAY OIL CO CORP	12/20/12	25,920 19	MW	OH	
A200362694	431686	BEELER MANSKE CLINIC LLP	12/20/12	149 43	MW	OH	
A200362695	713772	BEIRNE MAYNARD & PARSONS LLP	12/20/12	6,530 59	MW	OH	
A200362696	403751	BERARDINELLI COKREIA, SHAUNA	12/20/12	305 50	MW	OH	B7
A200362697	406081	BETA TECHNOLOGY INC	12/20/12	644 04	MW	OH	
A200362698	700686	BFI WASTE SERVICES OF TEXAS L	12/20/12	820 39	MW	OH	
A200362699	700686	BFI WASTE SERVICES OF TEXAS L	12/20/12	545 57	MW	OH	
A200362700	705535	BLEYL, AMY RUTH WILSON	12/20/12	455 00	MW	OH	B7
A200362701	712358	BNSF RAILWAY COMPANY	12/20/12	63,454 29	MW	OH	
A200362702	708995	BOLIVAR PENINSULA SPECIAL UTI	12/20/12	45 23	MW	OH	
A200362703	709220	BOON CHAPMAN BENEFIT ADMINIST	12/20/12	114,145 34	MW	OH	
A200362704	401759	BOSWORTH PAPERS INC	12/20/12	660 61	MW	OH	
A200362705	715106	BRADLEY, TONIKA	12/20/12	114 00	MW	OH	
A200362706	714766	BROWN, ADAM BANKS	12/20/12	2,801 00	MW	OH	B7
A200362707	431895	BROWN JUDY	12/20/12	49 95	MW	OH	
A200362708	707209	BURKE ASSET PARTNERSHIP LTD	12/20/12	6,022 80	MW	OH	
A200362709	711062	BURKHALTER, LISA	12/20/12	2 774 22	MW	OH	B7
A200362710	715119	BURROUGHS, BARNEY	12/20/12	500 00	MW	OH	
A200362711	714880	BYRD, SALLY	12/20/12	112 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200362712	701322	C JOHNNY ON THE SPOT INC	12/20/12	1,008 79	MW	OH		
A200362713	710005	C F MCDONALD ELECTRIC INC	12/20/12	5,366 90	MW	OH		
A200362714	715035	CAGLE & MCCUMBER	12/20/12	8 00	MW	OH		
A200362715	403704	CALVE GROUP INC THE	12/20/12	1,344 00	MW	OH	B7	
A200362716	431870	CARDINAL TRACKING INC	12/20/12	4,056 36	MW	OH		
A200362717	708822	CAREHERE LLC	12/20/12	65,948 29	MW	OH		
A200362718	715092	CARR, AMY	12/20/12	254 78	MW	OH		
A200362719	706200	CASTILLO, MARK A	12/20/12	1,023 75	MW	OH	B7	
A200362720	701478	CDW GOVERNMENT INC	12/20/12	464 71	MW	OH		
A200362721	407782	CENTERPOINT ENERGY	12/20/12	1,118 39	MW	OH		
A200362722	715125	CHACHERE, MARKISHA	12/20/12	110 00	MW	OH		
A200362723	700956	CHARM-TEX	12/20/12	99 00	MW	OH		
A200362724	711045	CHEMAX CORPORATION	12/20/12	499 90	MW	OH		
A200362725	410729	CHERRY CRUSHED CONCRETE INC	12/20/12	16,397 02	MW	OH		
A200362726	713039	CHICAGO TITLE-COMMERCIAL	12/20/12	24 00	MW	OH		
A200362727	032326	CHILDRENS CENTER INC, THE	12/20/12	9,600 00	MW	OH		
A200362728	706090	CITI BANK USA N A	12/20/12	261 05	MW	OH		
A200362729	033985	CITY OF GALVESTON	12/20/12	193 07	MW	OH		
A200362730	033985	CITY OF GALVESTON	12/20/12	537 72	MW	OH		
A200362731	700433	CITY OF LAMARQUE	12/20/12	30 50	MW	OH		
A200362732	403085	CITY OF TEXAS CITY	12/20/12	2,890 69	MW	OH		
A200362733	711961	CITY WIDE GLASS LLC	12/20/12	225 00	MW	OH		
A200362734	714190	CLARIENT DIAGNOSTIC SERVICES	12/20/12	237 90	MW	OH		
A200362735	033290	CLARK, DIANE	12/20/12	682 50	MW	OH	B7	
A200362736	705491	CLARK, KEN	12/20/12	30 60	MW	OH		
A200362737	714708	CLASSIC AUTOFLEX F-T LLC	12/20/12	4,063 79	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362738	714708	CLASSIC AUTOPLEX F-T LLC	12/20/12	6,336	MW	35	MW	OH
A200362739	710180	CLEVELAND ASPHALT PRODUCTS IN	12/20/12	12,017	21	MW	OH	OH
A200362740	713147	CLINICAL PATHOLOGY LABORATORI	12/20/12	108	58	MW	OH	OH
A200362741	709601	COASTAL GASTROENLOGY ASSOCIA	12/20/12	103	27	MW	OH	OH
A200362742	081380	COASTAL SURVEYING OF TEXAS	12/20/12	10	00	MW	OH	OH
A200362743	709399	COBURN SUPPLY COMPANY INC	12/20/12	3	174	11	MW	OH
A200362744	034223	COLTZER, ROBERT G	12/20/12	1,628	25	MW	OH	OH
A200362745	713167	COMMONWEALTH TITLE OF HOUSTON	12/20/12	108	00	MW	OH	OH
A200362746	714267	COMMUNITY PATHOLOGY ASSOCIATE	12/20/12	18	44	MW	OH	OH
A200362747	711377	CONNED INC	12/20/12	1,224	42	MW	OH	OH
A200362748	400896	COOK, DAVID	12/20/12	468	00	MW	OH	OH
A200362749	410293	CORRECTIONS SOFTWARE CORPORAT	12/20/12	4,378	00	MW	OH	OH
A200362750	700036	COVINGTON PRESS	12/20/12	270	00	MW	OH	OH
A200362751	707222	CPI FOODS INC	12/20/12	1,688	50	MW	OH	OH
A200362752	707222	CPI FOODS INC	12/20/12	385	00	MW	OH	OH
A200362753	713006	CRAFCO TEXAS INC	12/20/12	1,612	00	MW	OH	OH
A200362754	038745	CRAPITTO, JUDGE MARY NELL	12/20/12	200	00	MW	OH	OH
A200362755	715079	CREATH S THORNE	12/20/12	6	00	MW	OH	OH
A200362756	709896	CRESCENT ENGINEERING COMPANY	12/20/12	613	07	MW	OH	OH
A200362757	710987	CZS DEVELOPERS LLC	12/20/12	48,239	76	MW	OH	OH
A200362758	704992	DAHLENBURG, MICHAEL L	12/20/12	130	00	MW	OH	OH
A200362759	712018	DAITZ, JENNIFER	12/20/12	70	49	MW	OH	OH
A200362760	713994	DANESI'S OUTDOOR SERVICES	12/20/12	1,968	00	MW	OH	OH
A200362761	712697	DAUGHTRY & JORDAN PC	12/20/12	20	00	MW	OH	OH
A200362762	409732	DAVID'S ISLAND	12/20/12	6,482	00	MW	OH	OH
A200362763	711809	DAVIS III, NEAL	12/20/12	422	50	MW	OH	OH

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362764	714953	DECLARATION TITLE COMPANY	12/20/12	8 00	MW	OH		
A200362765	714776	DI PURE WATER	12/20/12	269 00	MW	OH		
A200362766	710008	DICKEY, ROCHELL	12/20/12	100 46	MW	OH		
A200362767	710000	DICKEY, WILLIAM SHANE	12/20/12	103 79	MW	OH		
A200362768	714958	DICKSON, HAYLEY	12/20/12	55 50	MW	OH		
A200362769	708361	DRAGONY, RACHEL ANN	12/20/12	2,177 50	MW	OH	B7	
A200362770	715122	DRAKE, MICHAEL	12/20/12	1,200 00	MW	OH		
A200362771	045286	DUCOTE, JAMES	12/20/12	195 00	MW	OH	B7	
A200362772	703381	DUSHANE, BRENDA	12/20/12	1 389 17	MW	OH	B7	
A200362773	714274	ELLIS, SABRINA E	12/20/12	587 50	MW	OH	B7	
A200362774	714719	ESQUIRE DEPOSITION SOLUTIONS	12/20/12	182 57	MW	OH		
A200362775	061234	FAMILY SERVICE CENTER OF GALV	12/20/12	24,016 00	MW	OH		
A200362776	410365	FAUS, SALVADOR	12/20/12	276 25	MW	OH	B7	
A200362777	062067	FEDEX CORP	12/20/12	25 93	MW	OH		
A200362778	714090	FIDELITY NATIONAL TITLE INSUR	12/20/12	12 00	MW	OH		
A200362779	715108	FINCH, ANN B	12/20/12	5 00	MW	OH		
A200362780	711019	FINEGAN, SAMUEL K	12/20/12	617 50	MW	OH	B7	
A200362781	713812	FIRST AMERICAN TITLE	12/20/12	32 00	MW	OH		
A200362782	703810	FIRST CHOICE POWER	12/20/12	217 19	MW	OH		
A200362783	710210	FLEETCOR TECHNOLOGIES DBA CHE	12/20/12	79 99	MW	OH		
A200362784	715126	FOERSTER BILLIE	12/20/12	300 00	MW	OH		
A200362785	410399	FOLEY, KERRI	12/20/12	3 960 00	MW	OH		
A200362786	713971	FULTON FRIEDMAN & GULLACE LLP	12/20/12	5 00	MW	OH		
A200362787	704625	G & K SERVICES	12/20/12	1 475 34	MW	OH		
A200362788	431945	GALVESTON COUNTY HEALTH DISTR	12/20/12	184 00	MW	OH		
A200362789	406195	GALVESTON COUNTY SHERIFF'S DE	12/20/12	972 51	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200362790	713611	GALVESTON COUNTY SHERIFF'S OF	12/20/12	31 59	MW	OH		
A200362791	071175	GALVESTON COUNTY WCID #1	12/20/12	73 06	MW	OH		
A200362792	407294	GALVESTON HOUSING AUTHORITY	12/20/12	600 00	MW	OH		
A200362793	708789	GAMMA WASTE SYSTEMS	12/20/12	571 00	MW	OH		
A200362794	715007	GARIBALDI, CAMIE	12/20/12	120 00	MW	OH		
A200362795	713551	GASKILL, SUSAN C	12/20/12	116 55	MW	OH		
A200362796	701571	GELB, JEFFREY	12/20/12	1,161 25	MW	OH	B7	
A200362797	715078	GIDDENS, ALBERT LEE	12/20/12	32 00	MW	OH		
A200362798	709134	GRAHAM, CARMEN A	12/20/12	728 00	MW	OH	B7	
A200362799	706411	GREATER HOUSTON EMERGENCY PHY	12/20/12	4,272 82	MW	OH		
A200362800	714532	GREENMAN PEDERSEN INC	12/20/12	4,275 00	MW	OH		
A200362801	715121	GUARANTY BANK	12/20/12	1 000 00	MW	OH		
A200362802	714836	GUARDIAN ANESTHESIA SERVICES	12/20/12	384 66	MW	OH		
A200362803	715093	GUARDIAN FIRE PROTECTION SERV	12/20/12	117 50	MW	OH		
A200362804	710592	GULDE MD PA, JANIS	12/20/12	472 35	MW	OH		
A200362805	701592	GULF COAST CENTURY	12/20/12	72 00	MW	OH		
A200362806	702598	GULF COAST EMERGENCY PRODUCTS	12/20/12	4,525 00	MW	OH		
A200362807	712075	GULF COAST RAIL DISTRICT	12/20/12	5,000 00	MW	OH		
A200362808	075101	GULF COAST TRADES CENTER	12/20/12	22,612 14	MW	OH		
A200362809	702363	GUTHEINZ LAW FIRM LLP	12/20/12	1,023 75	MW	OH	B7	
A200362810	713980	GUTIERREZ, CLAUDIA	12/20/12	49 30	MW	OH		
A200362811	715003	GUTIERREZ JOSEPH	12/20/12	750 00	MW	OH		
A200362812	714879	HAGLUND LAW FIRM	12/20/12	265 00	MW	OH		
A200362813	700466	HALFF ASSOCIATES	12/20/12	11 505 32	MW	OH		
A200362814	713916	HARRIS EMERGENCY MEDICINE ASS	12/20/12	259 75	MW	OH		
A200362815	715152	HEB	12/20/12	868 36	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200362816	431294	HENDERSON, ANTHONY	12/20/12	110 45	MW	OH	
A200362817	713225	HERNANDEZ, GILBERT	12/20/12	437 27	MW	OH	
A200362818	715033	HERTEL BANBI L	12/20/12	8 00	MW	OH	
A200362819	710193	HI-WAY EQUIPMENT COMPANY LLC	12/20/12	513 77	MW	OH	
A200362820	708128	HIGHTOWER, KENDALL R	12/20/12	300 00	MW	OH	B7
A200362821	707502	HOLCOMBE, WILLIAM	12/20/12	60 00	MW	OH	
A200362822	084236	HOUSTON EQUIPMENT COMPANY	12/20/12	734 50	MW	OH	
A200362823	712986	HOUSTON PROGRESSIVE RADIOLOGY	12/20/12	50 26	MW	OH	
A200362824	701822	HTI LTD	12/20/12	3,914 03	MW	OH	
A200362825	700251	HUBCO INC	12/20/12	153,894 30	MW	OH	
A200362826	711253	HULL & ASSOCIATES P C	12/20/12	10 00	MW	OH	
A200362827	706976	HVAC MECHANICAL SERVICES OF T	12/20/12	7 311 67	MW	OH	
A200362828	715021	INFO TECH RESEARCH GROUP	12/20/12	3,695 00	MW	OH	
A200362829	706409	INPATIENT CONSULTANTS OF TEXA	12/20/12	4,485 64	MW	OH	
A200362830	707874	INTERVENTION RESOURCES	12/20/12	700 00	MW	OH	
A200362831	715075	INVESTMENT RETRIEVERS INC	12/20/12	5 00	MW	OH	
A200362832	701901	J W KELSO COMPANY INC	12/20/12	225 15	MW	OH	
A200362833	712357	JACKSON, ERIN LARENA	12/20/12	178 50	MW	OH	B7
A200362834	409049	JAHN-GALVESTON INSURANCE AGEN	12/20/12	3,979 00	MW	OH	
A200362835	708957	JC STONENWALL CONSTRUCTORS LP	12/20/12	1,026 45	MW	OH	
A200362836	715080	JOHNSON, ALSHENIA	12/20/12	137 50	MW	OH	
A200362837	406053	JONES MC CLURE PUBLISHING INC	12/20/12	117 00	MW	OH	
A200362838	705849	JONES CHARLOTTE	12/20/12	139 31	MW	OH	
A200362839	715116	JONES, GARY W	12/20/12	308 75	MW	OH	B7
A200362840	714623	JUAREZ, JENNIFER	12/20/12	163 17	MW	OH	
A200362841	711495	KAFI LAW	12/20/12	780 00	MW	OH	B7

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A200362842	405344	KENNIE, MARGARET	12/20/12	990 00	MW	OH	B7
A200362843	715100	KINGHAM, GLENN LLOYD	12/20/12	30 00	MW	OH	
A200362844	402386	KLEEN JANITORIAL SUPPLY COMPA	12/20/12	10,657 26	MW	OH	
A200362845	701428	KLYNG, KERRY	12/20/12	112 67	MW	OH	
A200362846	709556	KOCUREK MD, ALBERT T	12/20/12	223 46	MW	OH	
A200362847	713306	KONE INC	12/20/12	1,503 50	MW	OH	
A200362848	715103	KOONCE, MICHAEL	12/20/12	125 00	MW	OH	
A200362849	407886	LABORATORY CORPORATION OF AME	12/20/12	2,487 34	MW	OH	
A200362850	707413	LANDSCAPE ART INC	12/20/12	1,675 36	MW	OH	
A200362851	121053	LANSDOWNE MOODY CO LP	12/20/12	1,745 65	MW	OH	
A200362852	711705	LARSON, FAITH	12/20/12	65 49	MW	OH	
A200362853	714975	LAW OFFICE OF HALEY SLOSS	12/20/12	211 25	MW	OH	B7
A200362854	704053	LAW OFFICE OF LANELLE O'CONN	12/20/12	162 50	MW	OH	B7
A200362855	713255	LAW OFFICES OF D CHRIS HESSE	12/20/12	1,023 75	MW	OH	B7
A200362856	715104	LAY, PEGGY	12/20/12	77 83	MW	OH	B7
A200362857	706067	LCR-M LIMITED PARTNERSHIP	12/20/12	94 35	MW	OH	
A200362858	714868	LEADING EDGE ASSOCIATES	12/20/12	16,427 00	MW	OH	
A200362859	705777	LEATHERS, BILL	12/20/12	325 00	MW	OH	B7
A200362860	404959	LEE, DALE W	12/20/12	1,887 00	MW	OH	B7
A200362861	709682	LEOPOLD, WILLIAM E	12/20/12	8,925 00	MW	OH	RE
A200362862	122333	LEWIS MD, JOHN M	12/20/12	44 57	MW	OH	
A200362863	123026	LIGGIOS TIRE AND SERVICE CENT	12/20/12	3,010 37	MW	OH	
A200362864	715144	LINTON, SHEALEI	12/20/12	21 57	MW	OH	
A200362865	707757	LITHO SUPPLY & SERVICE CO INC	12/20/12	1,451 00	MW	OH	
A200362866	705585	LITTLE CHIEF MINIT MKTS INC	12/20/12	100 00	MW	OH	
A200362867	703141	LJA ENGINEERING & SURVEYING I	12/20/12	7,900 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200362868	125518	LUCAS CONSTRUCTION CO INC	12/20/12	1 00	MW	OH		
A200362869	715034	LUPTON, VIRGINIA	12/20/12	11 00	MW	OH		
A200362870	704046	MABRY HERBECK & ROBERTS	12/20/12	12 00	MW	OH		
A200362871	713989	MAILFINANCE INC	12/20/12	4,260 79	MW	OH		
A200362872	131284	MAINLAND BOLT AND SUPPLY	12/20/12	342 00	MW	OH		
A200362873	401174	MAINLAND CARPET	12/20/12	1,600 00	MW	OH		
A200362874	708027	MAINLAND INFECTIOUS DISEASE A	12/20/12	1,001 61	MW	OH		
A200362875	706407	MAINLAND PATHOLOGY ASSOCIATES	12/20/12	248 32	MW	OH		
A200362876	131540	MAINLAND PHARMACY	12/20/12	1,299 69	MW	OH		
A200362877	706406	MAINLAND RADIOLOGICAL ASSOCIA	12/20/12	1 506 15	MW	OH		
A200362878	136192	MAINLAND TOOL AND SUPPLY INC	12/20/12	320 00	MW	OH		
A200362879	709125	MALONEY & PARKS LLP	12/20/12	845 00	MW	OH	B7	
A200362880	709726	MANATRON INC	12/20/12	71,490 58	MW	OH		
A200362881	406588	MANGLE, CHRISTINE L	12/20/12	2 315 31	MW	OH	B7	
A200362882	712884	MARCUS, AARON C	12/20/12	122 65	MW	OH		
A200362883	407300	MARION, WILLIAM DAVID	12/20/12	646 19	MW	OH	B7	
A200362884	701628	MARTIN, TERESA J	12/20/12	24 38	MW	OH		
A200362885	704124	MARTIN THOMAS A	12/20/12	65 00	MW	OH	B7	
A200362886	712879	MASON COMPANY LLC	12/20/12	1,581 79	MW	OH		
A200362887	705424	MASTER WORD SERVICE INC	12/20/12	4,077 72	MW	OH	B7	
A200362888	407317	MATHESON TRI-GPS INC	12/20/12	222 96	MW	OH		
A200362889	715064	MATHEWS, DAVID	12/20/12	100 00	MW	OH	RE	
A200362890	714526	MAXWELL BAILER CORP	12/20/12	1,275 00	MW	OH		
A200362891	715117	MAYES, MICHAEL K	12/20/12	149 37	MW	OH	EX	
A200362892	711226	MCKNIGHT, LINDSEY MERWIN	12/20/12	1,210 00	MW	OH	B7	
A200362893	708527	MCNAIR, COREY	12/20/12	49 40	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	Note
A200362894	131029	MCREE FORD INC	12/20/12	765 52	MW	OH		
A200362895	711185	MEMORIAL HERMANN HOSPITAL SYS	12/20/12	30,080 01	MW	OH		
A200362896	713385	MEMORIAL PATHOLOGY CONSULTANT	12/20/12	148 60	MW	OH		
A200362897	404655	MEMORIAL RADIOLOGY ASSOCIATES	12/20/12	410 27	MW	OH		
A200362898	715002	WIZE, JORDAN	12/20/12	220 00	MW	OH		
A200362899	714834	WIZE, MINCES & CLARK P C	12/20/12	3,792 50	MW	OH		
A200362900	432252	MOORE, DAN	12/20/12	108 23	MW	OH		
A200362901	714479	MOOTY, HELEN	12/20/12	23 55	MW	OH		
A200362902	134056	MOTOROLA SOLUTIONS INC	12/20/12	2690,890 00	MW	OH		
A200362903	712800	MURPHY USA	12/20/12	30 00	MW	OH		
A200362904	404669	MUSTANG TRACTOR & EQUIPMENT C	12/20/12	63 04	MW	OH		
A200362905	713123	NB GRAPHICS LLC	12/20/12	1,360 00	MW	OH		
A200362906	713518	NELSON, ERIK ANDREW	12/20/12	455 00	MW	OH	B7	
A200362907	714434	NELSON, TAD A	12/20/12	4,089 38	MW	OH	B7	
A200362908	410387	NEOPOST USA INC	12/20/12	478 00	MW	OH		
A200362909	410387	NEOPOST USA INC	12/20/12	138 00	MW	OH		
A200362910	714775	NGUYEN, MARGARITA	12/20/12	213 68	MW	OH		
A200362911	410734	NICHOLSON, CONNIE	12/20/12	285 53	MW	OH		
A200362912	144261	NORRIS, BRENT T	12/20/12	37 74	MW	OH		
A200362913	702547	NORTHEAST TEXAS DATA CORPORAT	12/20/12	84,755 00	MW	OH		
A200362914	710551	NORVAREM S A U	12/20/12	2,761 36	MW	OH		
A200362915	711213	NRG ENERGY INC	12/20/12	520 00	MW	OH		
A200362916	713699	OLALEKAN, JAMES	12/20/12	184 27	MW	OH		
A200362917	705252	ONEOK INC	12/20/12	16,745 12	MW	OH		
A200362918	704067	ORDAZ, WILLIAM	12/20/12	242 54	MW	OH		
A200362919	715111	ORTEGO, ELLIS J	12/20/12	8 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200362920	400105	OWEN ELECTRIC SUPPLY	12/20/12	3,644.36	MW	OH	
A200362921	715098	PALMS OF SOUTH SHORE	12/20/12	334.00	MW	OH	
A200362922	409712	PARISH, ERVIN R	12/20/12	133.20	MW	OH	
A200362923	409788	PAT'S DEMOLITION AND DEBRIS R	12/20/12	53.00	MW	OH	
A200362924	701800	PATHWAY TO RECOVERY INC	12/20/12	3,266.00	MW	OH	
A200362925	706418	PATIENT'S ANESTHESIA GROUP PA	12/20/12	1,660.73	MW	OH	
A200362926	714815	PENDEHURY, JAMIE	12/20/12	50.00	MW	OH	
A200362927	715091	PERRY, THOMAS N	12/20/12	111.34	MW	OH	
A200362928	712624	PHILLIP GAYLEN PC DBA BAILEY	12/20/12	33,489.41	MW	OH	
A200362929	715109	PHILLIPS, KENNETH R	12/20/12	20.00	MW	OH	
A200362930	715036	PIONEER NATURAL RESOURCES USA	12/20/12	6.00	MW	OH	
A200362931	714873	POWER LINE SOLUTIONS	12/20/12	269.71	MW	OH	
A200362932	715096	POYDRAS, LAKAY	12/20/12	100.00	MW	OH	
A200362933	703165	PRODUCTIVITY CENTER INC	12/20/12	295.00	MW	OH	
A200362934	713451	PUNTES, ERICA	12/20/12	396.27	MW	OH	
A200362935	715076	PVH CORPORATION	12/20/12	5.00	MW	OH	
A200362936	711312	QUEST DIAGNOSTICS CLINICAL LA	12/20/12	745.74	MW	OH	
A200362937	705753	QUINTANILLA, DONNIE	12/20/12	390.00	MW	OH	B7
A200362938	055012	R B EVERETT & CO	12/20/12	34,548.00	MW	OH	
A200362939	707699	RAMIREZ, TANYA E	12/20/12	3,862.50	MW	OH	
A200362940	715087	RAMOS, NORMA	12/20/12	12.44	MW	OH	
A200362941	714980	RETREAT AT TEXAS CITY	12/20/12	160.00	MW	OH	
A200362942	711000	RLN CORPORATION	12/20/12	23,126.67	MW	OH	
A200362943	406506	ROELL, HOLLY C	12/20/12	1,059.50	MW	OH	B7
A200362944	706328	ROSEMON, VANESSA R	12/20/12	151.52	MW	OH	
A200362945	400046	ROSS, DEBRA	12/20/12	565.00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200362946	714967	RUNGE, JESSICA L	12/20/12	77 70	MW	OH		
A200362947	410635	RUSCELLI, VINCENT	12/20/12	400 00	MW	OH		
A200362948	710577	RUSSELL, GREG	12/20/12	243 75	MW	OH	B7	
A200362949	405145	SAM'S CLUB DIRECT	12/20/12	45 00	MW	OH		
A200362950	191023	SANTA FE AUTO PARTS INC	12/20/12	870 09	MW	OH		
A200362951	714871	SANTA FE COUNCIL OF ALCOHOLIS	12/20/12	20 00	MW	OH		
A200362952	714883	SCHERER, JOSEPH	12/20/12	330 00	MW	OH		
A200362953	702664	SCHWAB, TAYLOR	12/20/12	1,072 50	MW	OH	B7	
A200362954	714784	SCOTT CFA, DOUGLAS	12/20/12	382 52	MW	OH		
A200362955	701888	SCOTT, SHELBY	12/20/12	260 00	MW	OH	B7	
A200362956	701888	SCOTT, SHELBY	12/20/12	406 25	MW	OH	B7	
A200362957	711834	SEARS & BENNETT LLP	12/20/12	1,560 00	MW	OH	B7	
A200362958	192229	SEARS ROEBUCK AND COMPANY	12/20/12	707 88	MW	OH		
A200362959	192146	SEASIDE ENTERPRISES INC	12/20/12	108 01	MW	OH		
A200362960	714353	SHARP-MARK, KATHLEEN	12/20/12	2,200 00	MW	OH	B7	
A200362961	192161	SHATTUCK, BOB	12/20/12	226 10	MW	OH		
A200362962	405858	SHELTERING HARBOUR	12/20/12	8,295 00	MW	OH		
A200362963	400542	SHERWIN WILLIAMS PAINT CORP	12/20/12	179 54	MW	OH		
A200362964	703308	SHI GOVT SOLUTIONS	12/20/12	263 00	MW	OH		
A200362965	700250	SIEMENS BUILDING TECHNOLOGIES	12/20/12	440 00	MW	OH		
A200362966	715123	SIFUENTES, DISIREE	12/20/12	120 00	MW	OH		
A200362967	704656	SIMMONS, MARILYN H	12/20/12	20 00	MW	OH		
A200362968	706313	SKUFCA, RICHARD	12/20/12	5 00	MW	OH		
A200362969	715113	SLAUGHTER LAW FIRM PLLC	12/20/12	10 00	MW	OH		
A200362970	430754	SMITH, JAMES DENNIS	12/20/12	845 00	MW	OH	B7	
A200362971	704289	SOLUTIONS4SURE COM INC	12/20/12	317 30	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200362972	701326	SOUTHERN COMPUTER WAREHOUSE	12/20/12	2,114 80	MW	OH	
A200362973	712259	SPACE CITY ANESTHESIA	12/20/12	1,205 17	MW	OH	
A200362974	714754	SPINE AND JOINT PAIN CENTER P	12/20/12	126 36	MW	OH	
A200362975	707542	SPRINT SPECTRUM LP	12/20/12	719 46	MW	OH	
A200362976	707013	STACEY VALDEZ & ASSOCIATES PL	12/20/12	260 00	MW	OH	B7
A200362977	714850	STEPHEN E GARNER ATTORNEY AT	12/20/12	21 00	MW	OH	
A200362978	093039	STEVEN-SHARON CORPORATION	12/20/12	471 80	MW	OH	
A200362979	194514	STEVENS, MARK W	12/20/12	3 744 00	MW	OH	B7
A200362980	432219	STEWART, DELLA L	12/20/12	30 14	MW	OH	
A200362981	713663	STUCKER, WILLIAM	12/20/12	10 00	MW	OH	
A200362982	713192	SULLIVAN, DWIGHT D	12/20/12	829 35	MW	OH	
A200362983	713229	SULLIVAN, MISTY	12/20/12	359 64	MW	OH	
A200362984	711452	SULLIVANT, WESLEY BENTON	12/20/12	1,000 00	MW	OH	B7
A200362985	712040	SUMMERLIN LAW FIRM PLLC	12/20/12	487 50	MW	OH	B7
A200362986	195016	SUTHERLAND LUMBER SOUTHWEST I	12/20/12	207 01	MW	OH	
A200362987	715124	T-BONE TOMS	12/20/12	60 00	MW	OH	
A200362988	713784	TAD NELSON & ASSOCIATES	12/20/12	97 50	MW	OH	B7
A200362989	713784	TAD NELSON & ASSOCIATES	12/20/12	130 00	MW	OH	B7
A200362990	714939	TASCO AUTO COLOR #23	12/20/12	138 16	MW	OH	
A200362991	715120	TAYLOR, BRENDEN	12/20/12	100 00	MW	OH	
A200362992	408901	TEXAS DEPARTMENT OF CPIMINAL	12/20/12	210 00	MW	OH	
A200362993	408901	TEXAS DEPARTMENT OF CRIMINAL	12/20/12	1,121 00	MW	OH	
A200362994	404312	TEXAS DEPARTMENT OF HEALTH	12/20/12	65 92	MW	OH	
A200362995	400323	TEXAS DEPARTMENT OF HUMAN SER	12/20/12	115 00	MW	OH	
A200362996	401245	TEXAS DEPARTMENT OF PUBLIC SA	12/20/12	248 67	MW	OH	
A200362997	404516	TEXAS GENERAL LAND OFFICE	12/20/12	1,670 33	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200362998	715077	TEXAS GULF BANK N A	12/20/12	8 00	MW	OH		
A200362999	405297	TEXAS LAWYERS INSURANCE EXCHA	12/20/12	1,500 00	MW	OH		
A200363000	707445	TEXAS SOCIAL SECURITY PROGRAM	12/20/12	35 00	MW	OH		
A200363001	709894	TEXAS STATE LIBRARY AND ARCHI	12/20/12	100 00	MW	OH		
A200363002	406578	TEXAS STATE UNIVERSITY SAN MA	12/20/12	25 00	MW	OH		
A200363003	713470	TITLE SOURCE INC	12/20/12	8 00	MW	OH		
A200363004	700583	TORRES, ROBERTO	12/20/12	633 75	MW	OH	B7	
A200363005	714614	TOWNSEND, MICHELLE RUTH	12/20/12	754 00	MW	OH	B7	
A200363006	710765	TRACKER A DIVISION OF C2 LLC	12/20/12	450 00	MW	OH		
A200363007	711566	TREVINO ISMAEL	12/20/12	520 00	MW	OH	B7	
A200363008	703929	TXU ENERGY RETAIL COMPANY LP	12/20/12	422 95	MW	OH		
A200363009	709330	U S BANK NATIONAL ASSOCIATION	12/20/12	300 00	MW	OH		
A200363010	709330	U S BANK NATIONAL ASSOCIATION	12/20/12	300 00	MW	OH		
A200363011	710003	U S ENERGY SAVINGS CORP	12/20/12	156 81	MW	OH		
A200363012	701538	UNITED PARCEL SERVICE	12/20/12	159 44	MW	OH		
A200363013	409463	UNITED STATES POSTAL SERVICE	12/20/12	1 000 00	MW	OH		
A200363014	409463	UNITED STATES POSTAL SERVICE	12/20/12	60 00	MW	OH		
A200363015	409463	UNITED STATES POSTAL SERVICE	12/20/12	190 00	MW	OH		
A200363016	409463	UNITED STATES POSTAL SERVICE	12/20/12	605 00	MW	OH		
A200363017	714276	URBAN RECORDERS ALLIANCE	12/20/12	100 00	MW	OH		
A200363018	709761	USA MOBILITY WIRELESS INC	12/20/12	133 87	MW	OH		
A200363019	402812	UTMB	12/20/12	792 86	MW	OH		
A200363020	402812	UTMB	12/20/12	25,499 57	MW	OH		
A200363021	715105	UTMB	12/20/12	262 00	MW	OH		
A200363022	402812	UTMB	12/20/12	16,567 90	MW	OH		
A200363023	402812	UTMB	12/20/12	10,182 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200363024	703768	VALLEY SERVICES INC	12/20/12	20,982 02	MW	OH	
A200363025	710733	VAN SCOYOC ASSOCIATES INC	12/20/12	11,475 00	MW	OH	
A200363026	023028	VITRO AMERICA INC	12/20/12	264 00	MW	OH	
A200363027	708752	VOICE4NET COM	12/20/12	50 00	MW	OH	
A200363028	400131	VULCAN CONSTRUCTION MATERIALS	12/20/12	103,679 49	MW	OH	
A200363029	715054	WALLACE MD, JAMES O	12/20/12	1,400 00	MW	OH	MH
A200363030	231209	WALMART	12/20/12	1,875 00	MW	OH	
A200363031	231209	WALMART	12/20/12	268 77	MW	OH	
A200363032	402963	WASTE MANAGEMENT INC	12/20/12	4,829 36	MW	OH	
A200363033	401826	WATERS DAVIS SOIL & WATER	12/20/12	2,000 00	MW	OH	
A200363034	713777	WATERWALL, CHASE	12/20/12	69 38	MW	OH	
A200363035	700273	WELSH MATTHEW SEAN	12/20/12	649 91	MW	OH	
A200363036	701533	WEST PUBLISHING CORPORATION	12/20/12	68 00	MW	OH	
A200363037	403748	WESTWARD COMMUNICATIONS	12/20/12	1,806 00	MW	OH	
A200363038	715084	WIEDENHOFF, KRISTIN	12/20/12	150 00	MW	OH	
A200363039	405544	WILLEY, BARRY C	12/20/12	46 07	MW	OH	
A200363040	409097	WILLIAMS, MELISSA	12/20/12	165 00	MW	OH	
A200363041	714730	WILLIAMS, NICKISHA	12/20/12	120 99	MW	OH	
A200363042	713849	WILLIAMS, TRACEY	12/20/12	8 80	MW	OH	
A200363043	715000	WOMENS CRISIS CENTER	12/20/12	100 00	MW	OH	
A200363044	714640	WORLEY CATASTOPHE RESPONSE LL	12/20/12	284 31	MW	OH	
A200363045	401705	WW GRAINGER INC	12/20/12	790 35	MW	OH	
A200363046	715101	WYLES, MICHAEL	12/20/12	1,181 00	MW	OH	
A200363047	242016	XEROX CORPORATION	12/20/12	679 43	MW	OH	
A200363048	242016	XEROX CORPORATION	12/20/12	60,128 99	MW	OH	
A200363049	706107	XNET SYSTEMS INC	12/20/12	29,102 00	MW	OH	

Galv Cnty Production 12/19/12 O H C H E C K R E G I S T E R CHECK REGISTER Page 16
 WED, DEC 19, 2012, 3 05 PM ---req DELEON_A---leg GL JL---loc AUDITOR---job 3645097 #S044---pgm BK200 <1 19> rpt id CKREG---
 Check Payee ID Payee Name Date Check Amount Type Subs Rel To Note
 A200363050 712998 ZENDEH DEL AND ASSOCIATES PUL 12/20/12 950 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	4204,871 88	Number of Checks Processed	390
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 4204,871 88

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
F600000518	071118	GALVESTON NEWSPAPERS INC	12/20/12	1,513.78	CX		OH
F600000519	403006	KEYWORTHS HARDWARE INC	12/20/12	158.26	CX		OH
F600000520	708153	LAW OFFICE OF KATHRYN BRADFIS	12/20/12	1,179.75	CX		OH B7
F600000521	705097	LONE STAR UNIFORMS INC	12/20/12	921.85	CX		OH
F600000522	711227	TRIPLE B SERVICES LLP	12/20/12	562,515.09	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	566,288.73	Number of Checks Processed	5
S U B T O T A L	566,288.73		

Check ***** Payee ID ***** Payee Name ***** Date ***** Check Amount Type Subs Rel To Note *****
 ***** GRAND TOTALS *****

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	4204,871 88	Number of Checks Processed	390
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	566,288 73	Number of Checks Processed	5
GRAND TOTAL	4771,160 61		

AGENDA

ITEM

#1b

ORDER

On this the 20th day of December 2012, 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

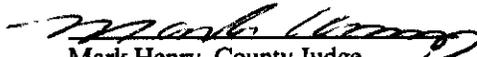
Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Dec 19th, 2012 and being salary warrant numbers **PY0334523 through PY0334568 and EFT90353624 through EFT90354923**. The gross amount of such warrants are estimated. **\$2,922,339.34 for Biweekly Payroll #26, 2012.**

UPON MOTION OF COUNTY JUDGE, Mark Henry AND SECONDED

BY COMMISSIONER O'Brien THE ABOVE ORDER WAS PASSED THIS 20th DAY

OF December, 2012 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS


Mark Henry, County Judge

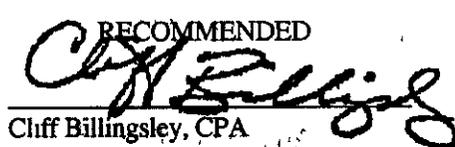
ATTEST

Dwight D. Sullivan
County Clerk

By:  Deputy

Mae Ross

RECOMMENDED


Cliff Billingsley, CPA
County Auditor

Employee Pay Assignment Changes for Payroll Period : 12/5/2012 thru 12/19/2012

Galv Cnty Production

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114021	County Clerk Archive	WASINGER, JANET M	FTBE	10 DEPUTY COUNTY CLERK	12/17/2012		10A1	\$28,055	1,079.05 B	APPOINTMENT
114030	Election Expense	BATIE, RICHARD	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	BROYLES, KENNETH	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	CARROLL, CHARLOTTE	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	CASTRO, HECTOR	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	DAILEY, RONALD M	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	DURAND, EZORA	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	FRANKOVICH, ARNOLD T	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	GLANZ, DORIS J	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	GOODMAN, FRANK E	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	HAILEY, MARY K	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	HAYNES, DEBORAH M	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	HOLMES, SHARON	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	LEAL, MARIA	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	LLOYD, CATHERINE J	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	MATA, DIAMANTINA	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	MCGINTY, DODIE	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	NORMAN, MELBA	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	RICE, PATSY J	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	RODRIGUEZ, CRISTINA	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	SPEICH, RANDOLPH J	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	STONEMAN, BETTY	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	TRAN-EVERMEYER,	PTEL	500 ELECTION WORKER-TEMP	12/6/2012		0000	\$10,400	10.00 H	APPOINTMENT
126100	District Clerk	KINARD, JOHN	ELEC	1 DISTRICT CLERK	12/11/2012		0000	\$93,677	3,602.97 B	APPOINTMENT
126100	District Clerk	ARMSTRONG, KENNETH A	FTBE	529 BACKSCANNER		12/10/2012	12A1	\$30,967	1,191.07 B	TERMINATION
126100	District Clerk	GLENN, DORYN D	FTBE	13 DIRECTOR GOVERNMENTAL	12/11/2012		22F1	\$63,372	2,437.42 B	REASSIGNMENT
126100	District Clerk	HAGOOD, AUSTIN S	FTBE	24 SR DEPUTY DISTRICT CLERK	12/6/2012		12A1	\$30,967	1,191.07 B	PROMOTION
126100	District Clerk	RODRIGUEZ, CECILIA A	FTBE	45 SENIOR DEPUTY DISTRICT	12/6/2012		14A1	\$34,182	1,314.72 B	PROMOTION
127100	District Attorney	MEYERS, JENNIFER A	FTBE	42 LEGAL SECRETARY		12/17/2012	12A1	\$30,967	1,191.07 B	TERMINATION

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 12/5/2012 thru 12/19/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
127100	District Attorney	SIMS, BRANDON S	FTBE	26 SENIOR ASST DIST ATTORNEY	12/6/2012		22B1	\$8,915	342.91 B	SALARY ADJUST
127100	District Attorney	THRASHER, ASHLEE D	FTBE	46 LEGAL ADMIN ASST/CPS COORD	2/17/2012		12A1	\$30,967	1,191.07 B	APPOINTMENT
159100	Information Technology	HUSEIN, ABDUL	FTBE	57 CUSTOMER SUPPORT TECH II	12/6/2012		14A1	\$34,182	1,314.72 B	APPOINTMENT
211132	M H M R - Sheriff	HUNT, EMILY B	FTBE	6 MH DEPUTY/COURT LIASON	12/6/2012	12/7/2012	15H1	\$42,689	1,641.91 B	TERMINATION
211133	Corrections-Sheriff	ANDREWS, MICHAEL C	FTBE	246 DEPUTY I		12/16/2012	13D1	\$35,037	1,347.59 B	TERMINATION
211133	Corrections-Sheriff	ASHTON, SUMIKO N	FTBE	38 DEPUTY II		12/7/2012	14G1	\$39,641	1,524.68 B	TERMINATION
211133	Corrections-Sheriff	NGUYEN, ANHQUOC J	FTBE	96 DEPUTY I		12/7/2012	13D1	\$35,037	1,347.59 B	TERMINATION
211133	Corrections-Sheriff	WOOD, JAN R	FTBE	49 ENTRY LEVEL		12/12/2012	12D1	\$33,349	1,282.66 B	TERMINATION
211143	Patrol Division	COX, BARRY A	PTNS	44 DEPUTY, PART-TIME		12/7/2012	0000	\$1,525	58.67 B	TERMINATION
211143	Patrol Division	LOVING, ROBERT A	PTNS	41 DEPUTY, PART-TIME		12/12/2012	0000	\$1,525	58.67 B	TERMINATION
256111	State Aid Grant A	ASTIN, JULIE A	FTBE	484 JUVENILE PROBATION OFFICER		12/7/2012	1600	\$44,116	1,696.78 B	TERMINATION
256118	Detention	SWEENEY, BRANDON R	FTBE	39 JUVENILE SUPERVISION OFCR	12/14/2012		1200	\$32,201	1,238.52 B	APPOINTMENT
256119	Post Program	ANDERSON,	FTBE	40 JUVENILE SUPERVISION OFCR	12/11/2012		1200	\$32,201	1,238.52 B	APPOINTMENT
256119	Post Program	COLLINS, DERRICK	FTBE	36 JUVENILE SUPERVISION OFCR		12/7/2012	1200	\$32,201	1,238.52 B	TERMINATION
296100	Flood Control	COLE, KEVIN E	FTBE	15 HEAVY EQUIPMENT OPER III		12/11/2012	12A1	\$30,967	1,191.07 B	TERMINATION
411100	Mosquito Control District	ORTIZ, MICHAEL	PTNH	501 SPRAY OPERATOR-TEMP		12/14/2012	0000	\$14,032	13.49 H	TERMINATION
451185	Texas Feeding Texans	BROWN, SAMANTHA S	PTNH	402 CASE MANAGER PART-TIME	12/17/2012		07A1	\$17,087	16.43 H	APPOINTMENT

AGENDA

ITEM

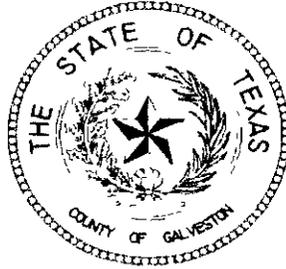
#1c

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#1d



ORDER

On this the 20th day of December, 2012, 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, 2012 the gross amount of such payment being \$80,027.79.

UPON MOTION OF THE COUNTY JUDGE, Mark Henry AND SECONDED BY COMMISSIONER O'Brien the above order was passed this 20th DAY OF December, 2012 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: Mae Russ Deputy

Mae Russ

RECOMMENDED:

Cliff Billingsley, CPA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
 July 31, 2012

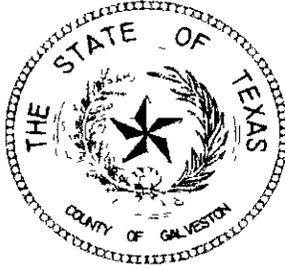
BALANCES PER THE BANK					
		BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK		\$ 7,436.06	\$ 80,038.04	\$ 78,436.02	\$ 9,038.08
DEPOSITS IN TRANSIT					
PRIOR MONTH	12,502.65	12,502.65		12,502.65	-
					-
OUTSTANDING CHECKS					
PRIOR MONTH	19,896.09	(19,896.09)		(19,896.09)	-
CURRENT MONTH	8,985.21			8,985.21	(8,985.21)
Bank Adjustments.					-
					-
					-
					-
					-
ADJUSTED BALANCES PER BANK		\$ 42.62	\$ 80,038.04	\$ 80,027.79	\$ 52.87

BALANCES PER THE IFAS					
		BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS		\$ 772.80	\$ 80,038.04	\$ 80,027.79	\$ 783.05
Book Adjustments:					
REC CK VOIDS 472-474 5/14/12		(739.31)	-		(739.31)
					-
					-
					-
Interest:					-
JUN-12		9.13			9.13
					-
					-
ADJUSTED BALANCES PER THE BOOKS		\$ 42.62	\$ 80,038.04	\$ 80,027.79	\$ 52.87

AGENDA

ITEM

#1e



ORDER

On this the 20th day of December, 2012, 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 August 31, 2012 the gross amount of such payment being \$112,640 46

UPON MOTION OF THE COUNTY JUDGE, Mark Henry AND SECONDED BY COMMISSIONER O'Brien the above order was passed this 20th DAY OF December, 2012 with 5 votes cast in favor thereof and 0 votes cast against

County of Galveston, Texas

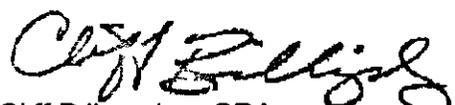

Mark Henry, County Judge,

ATTEST:

Dwight D Sullivan
County Clerk

By:  Deputy

RECOMMENDED


Cliff Billingsley, CPA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
August 31, 2012

BALANCES PER THE BANK				
	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	\$ 9,038.08	\$ 110,152.47	\$ 85,533.46	\$ 33,657.09
DEPOSITS IN TRANSIT				
PRIOR MONTH	-	-	-	-
2,500.21		2,500 21		2,500 21
OUTSTANDING CHECKS				
PRIOR MONTH				
8,985.21	(8,985 21)		(8,985 21)	-
CURRENT MONTH				
36,092.21			36,092 21	(36,092 21)
Bank Adjustments:				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	\$ 52.87	\$ 112,652.68	\$ 112,640.46	\$ 65.09

BALANCES PER THE IFAS				
	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	\$ 783.05	\$ 110,152.47	\$ 110,140.25	\$ 795.27
Book Adjustments:				-
REC CK VOIDS 472-474 5/14/12	(739 31)	-		(739 31)
		2,500 21	2,500 21	-
				-
				-
Interest:				-
JUN-12	9.13			9 13
				-
				-
ADJUSTED BALANCES PER THE BOOKS	\$ 52.87	\$ 112,652.68	\$ 112,640.46	\$ 65.09

AGENDA

ITEM

#1f



ORDER

On this the 20th day of December, 2012, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

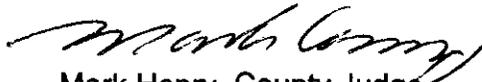
Mark Henry, County Judge
Patrick F. Doyle, Commissioner, Precinct No. 1
Kevin O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Ken Clark, Commissioner, Precinct No. 4 and
Dwight D. Sullivan, County Clerk

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 September 30, 2012 the gross amount of such payment being \$55,294.07.

UPON MOTION OF THE COUNTY JUDGE, Mark Henry AND SECONDED BY COMMISSIONER O'Brien the above order was passed this 20th DAY OF December, 2012 with 5 votes cast in favor thereof and 0 votes cast against.

County of Galveston, Texas


Mark Henry, County Judge.

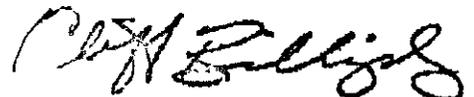
ATTEST.

Dwight D. Sullivan
County Clerk

By:  Deputy

Mae Ross

RECOMMENDED.



Cliff Billingsley, CPA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
September 30, 2012

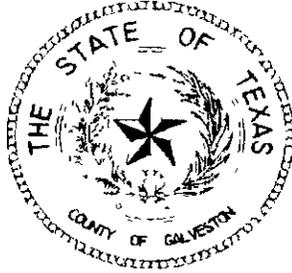
BALANCES PER THE BANK				
	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	\$ 33,657.09	\$ 25,166.19	\$ 54,675.94	\$ 4,147.34
DEPOSITS IN TRANSIT				
PRIOR MONTH	2,500.21	2,500.21	2,500.21	-
	30,133.38	30,133.38		30,133.38
OUTSTANDING CHECKS				
PRIOR MONTH	36,092.21	(36,092.21)	(36,092.21)	-
CURRENT MONTH	34,210.13		34,210.13	(34,210.13)
Bank Adjustments:				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	\$ 65.09	\$ 55,299.57	\$ 55,294.07	\$ 70.59

BALANCES PER THE IFAS				
	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	\$ 795.27	\$ 25,175.32	\$ 25,900.00	\$ 70.59
Book Adjustments:				-
REC CK VOIDS 472-474 5/14/12	(739.31)	30,133.38	(739.31) 30,133.38	-
				-
				-
Interest:				-
JUN-12	9.13	(9.13)		-
				-
				-
ADJUSTED BALANCES PER THE BOOKS	\$ 65.09	\$ 55,299.57	\$ 55,294.07	\$ 70.59

AGENDA

ITEM

#1g



ORDER

On this 20th day of December, 2012, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present

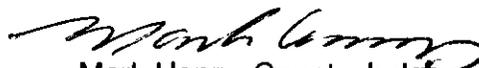
Mark Henry, County Judge
Patrick F Doyle, Commissioner, Precinct No 1
Kevin O'Brien, Commissioner, Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3
Ken Clark, Commissioner, Precinct No 4 and
Dwight D Sullivan, County Clerk

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, 2012 the gross amount of such payment being \$988,819 22

UPON MOTION OF THE COUNTY JUDGE, Mark Henry AND
SECONDED BY COMMISSIONER O'Brien the above order was passed this
20th DAY OF December, 2012 with 5 votes cast in favor thereof and 0
votes cast against

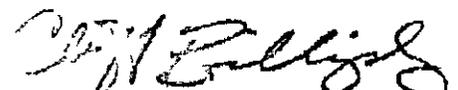
County of Galveston, Texas

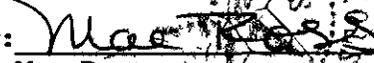

Mark Henry, County Judge

ATTEST

RECOMMENDED

Dwight D. Sullivan
County Clerk


Cliff Billingsley, CPA
County Auditor

By: 
Mae Ross Deputy

AUDITOR'S OFFICE - ACCOUNTING DIVISION
 BOON CHAPMAN - PROSPERITY BANK 7432671
 GALVESTON COUNTY HEALTH PLAN
 BANK RECONCILIATION (IFAS 6123-000000-1013603)
 July 31, 2012

BALANCES PER THE BANK				
	<i>BEGINNING BALANCE</i>	<i>DEPOSITS</i>	<i>WITHDRAWALS</i>	<i>ENDING BALANCE</i>
BANK	\$ -	\$ 988,879 17	\$ 922,338 80	\$ 66,540 37
DEPOSITS IN TRANSIT				
PRIOR MONTH CLAIMS FUNDING				-
CURRENT MONTH CLAIMS FUNDING				-
OUTSTANDING CHECKS				
PRIOR MONTH				-
	66,480.42		66,480 42	(66,480 42)
ADJUSTMENTS				
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	\$ -	\$ 988,879.17	\$ 988,819.22	\$ 59.95
BALANCES PER THE IFAS				
	<i>BEGINNING BALANCE</i>	<i>RECEIPTS</i>	<i>DISBURSEMENTS</i>	<i>ENDING BALANCE</i>
IFAS ADJUSTMENTS.	\$ -	\$ 988,879 17	\$ -	\$ 988,879 17
			988,819 22	(988,819.22)
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	\$ -	\$ 988,879.17	\$ 988,819.22	\$ 59.95



**PROSPERITY
BANK**

0

7432671

GALVESTON COUNTY
GALVESTON COUNTY TREASURER
BOON CHAPMAN HEALTH
722 MOODY AVENUE 4TH FLOOR
GALVESTON TX 77550

Jul 31, 2012

Page 1 of 2

Traveling with your Prosperity MasterCard Debit Card? When you travel, such as out of state or out of the country, it is important to tell us when and where you are traveling. We have a number of systems in place to help minimize debit card fraud. If we suspect fraudulent transactions on your card, we must act quickly. If we cannot contact you, we may temporarily stop access to your card to protect your account. To ensure uninterrupted use while traveling, call your local banking center and provide us with your travel information.

P PF NOW

07/01/2012 Beginning Balance		00
8 Deposits/Other Credits	+	988,879 17
6 Checks/Other Debits	-	922,338 80
07/31/2012 Ending Balance	31 Days in Statement Period	66,540 37

----- Deposits/Other Credits -----

07/05/2012 Internet Trf Deposit		88,960.42 ✓
Fd Heath Ins Cks68279-68482		
07/05/2012 Internet Trf Deposit		186,325.76 ✓
Fd Health Ins Cks68483-68680		
07/05/2012 Internet Trf Deposit		199,930.66
Fd Health Ins Cks 68681-68939		
07/05/2012 Internet Trf Deposit		169,672 32
Fd Health Ins 68941-69115-Omit		
07/06/2012 Internet Trf Deposit		67,178 89
Fd Health Ins Cks69117-69301		
07/12/2012 Internet Trf Deposit Fd Hlth Cks 69302-69519		210,270 75
07/23/2012 Internet Trf Deposit Fd Health Ins Cks1-174		66,480.42
07/31/2012 Accr Earning Pymt Added to Account		59 95

----- Other Debits -----

07/06/2012 Wire Transfer	WIRE OUT Boon Chapman	88,960 42
07/06/2012 Wire Transfer	WIRE OUT Boon Chapman	186,325 76
07/06/2012 Wire Transfer	WIRE OUT Boon Chapman	199,930 66
07/06/2012 Wire Transfer	WIRE OUT Boon Chapman	169,672 32
07/06/2012 Wire Transfer	WIRE OUT Boon Chapman	67,178 89
07/20/2012 Wire Transfer	WIRE OUT Boon Chapman	210,270.75

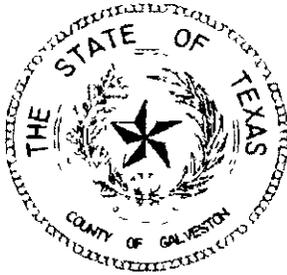
----- Daily Ending Balance -----

07/01	0 00	07/06	0 00	07/20	0 00
07/05	644,889.16	07/12	210,270.75	07/23	66,480 42

AGENDA

ITEM

#1h



ORDER

On this 20th day of December, 2012, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present

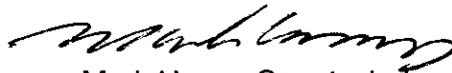
Mark Henry, County Judge
Patrick F. Doyle, Commissioner, Precinct No 1
Kevin O'Brien, Commissioner, Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3
Ken Clark, Commissioner, Precinct No 4 and
Dwight D. Sullivan, County Clerk

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 August 31, 2012 the gross amount of such payment being \$1,105,861.56

UPON MOTION OF THE COUNTY JUDGE, Mark Henry AND
SECONDED BY COMMISSIONER, O'Brien the above order was passed this
20th DAY OF December, 2012 with 5 votes cast in favor thereof and 0
votes cast against

County of Galveston, Texas


Mark Henry, County Judge

ATTEST

RECOMMENDED

Dwight D. Sullivan
County Clerk

By:  Deputy


Cliff Billingsley, CPA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
 BOON CHAPMAN - PROSPERITY BANK 7432671
 GALVESTON COUNTY HEALTH PLAN
 BANK RECONCILIATION (IFAS 6123-000000-1013603)
 August 31, 2012

BALANCES PER THE BANK				
	<i>BEGINNING BALANCE</i>	<i>DEPOSITS</i>	<i>WITHDRAWALS</i>	<i>ENDING BALANCE</i>
BANK	\$ 66,540 37	\$ 1,105,881 67	\$ 1,172,341 98	\$ 80 06
DEPOSITS IN TRANSIT				
PRIOR MONTH CLAIMS FUNDING				-
CURRENT MONTH CLAIMS FUNDING				-
OUTSTANDING CHECKS				
PRIOR MONTH	66,480.42	(66,480 42)	(66,480 42)	-
ADJUSTMENTS				
				-
				-
				-
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	\$ 59.95	\$ 1,105,881.67	\$ 1,105,861.56	\$ 80.06
BALANCES PER THE IFAS				
	<i>BEGINNING BALANCE</i>	<i>RECEIPTS</i>	<i>DISBURSEMENTS</i>	<i>ENDING BALANCE</i>
IFAS	\$ 988,879 17	\$ 1,105,881 67	\$ 1,105,861 56	\$ 988,899 28
ADJUSTMENTS:				
EFT'S POSTED INCORR GL ACCT	(988,819 22)			(988,819 22)
				-
				-
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	\$ 59.95	\$ 1,105,881.67	\$ 1,105,861.56	\$ 80.06



**PROSPERITY
BANK**

0

7432671

GALVESTON COUNTY
GALVESTON COUNTY TREASURER
BOON CHAPMAN HEALTH
722 MOODY AVENUE 4TH FLOOR
GALVESTON TX 77550

Aug 31, 2012

Page 1 of 2

Traveling with your Prosperity MasterCard Debit Card? When you travel, such as out of state or out of the country, it is important to tell us when and where you are traveling. We have a number of systems in place to help minimize debit card fraud. If we suspect fraudulent transactions on your card, we must act quickly. If we cannot contact you, we may temporarily stop access to your card to protect your account. To ensure uninterrupted use while traveling, call your local banking center and provide us with your travel information.

P PF NOW

08/01/2012 Beginning Balance		66,540 37
6 Deposits/Other Credits	+	1,105,881 67
6 Checks/Other Debits	-	1,172,341 98
08/31/2012 Ending Balance	31 Days in Statement Period	80 06

----- Deposits/Other Credits -----

08/02/2012 Internet Trf Deposit Fd Hlth Ins Chks 402-574	66,835 54
08/03/2012 Internet Trf Deposit	259,257 64
Fd Health Ins Cks175-402, including stop los	
08/16/2012 Internet Trf Deposit Fd Health Cks575-777	217,685 06
08/16/2012 Internet Trf Deposit Fd health Cks 778-1008	268,650 38
08/28/2012 Internet Trf Deposit	293,432 94
IB TR FROM ACCT *1431 Fd Health Ins Cks1009-	
08/31/2012 Accr Earning Pymt Added to Account	20 11

----- Other Debits -----

08/03/2012 Wire Transfer	WIRE OUT Boon Chapman	66,480.42
08/03/2012 Wire Transfer	WIRE OUT Boon Chapman	66,835 54
08/03/2012 Wire Transfer	WIRE OUT Boon Chapman	259,257 64
08/17/2012 Wire Transfer	WIRE OUT Boon Chapman	217,685 06
08/17/2012 Wire Transfer	WIRE OUT Boon Chapman	268,650 38
08/29/2012 Wire Transfer	WIRE OUT Boon Chapman	293,432 94

----- Daily Ending Balance -----

08/01	66,540.37	08/16	486,395.39	08/29	59 95
08/02	133,375 91	08/17	59.95	08/31	80 06
08/03	59 95	08/28	293,492.89		



PROSPERITY
BANK

GALVESTON COUNTY

7432671

Aug 31, 2012

Page 2 of 2

----- Earnings Summary -----

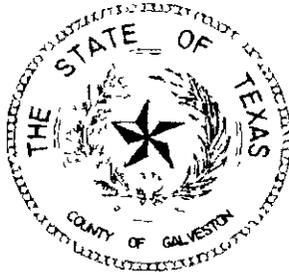
** Below is an itemization of the Earnings **
** paid this period. **

Interest Paid This Period	20 11 Annual Percentage Yield Earned	0 75 8
Interest Paid YTD	80.06 Days in Earnings Period	31
	Earnings Balance	31,658 81

AGENDA

ITEM

#1i



ORDER

On this 20th day of December, 2012, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

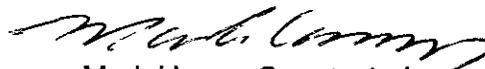
Mark Henry, County Judge
Patrick F. Doyle, Commissioner, Precinct No 1
Kevin O'Brien, Commissioner, Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3
Ken Clark, Commissioner, Precinct No 4 and
Dwight D. Sullivan, County Clerk

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 September 30, 2012 the gross amount of such payment being \$1,061,508 64

UPON MOTION OF THE COUNTY JUDGE, Mark Henry _____ AND
SECONDED BY COMMISSIONER, O'Brien the above order was passed this
20th DAY OF December, 2012 with 5 votes cast in favor thereof and 0
votes cast against

County of Galveston, Texas

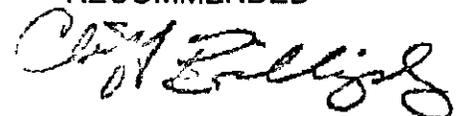

Mark Henry, County Judge

ATTEST

Dwight D. Sullivan
County Clerk

By:  Deputy
Mae Ross

RECOMMENDED



Cliff Billingsley, CPA
County Auditor



PROSPERITY BANK

Statement Date 9/30/2012
 Account No 7432671
 Page 1 of 3

GALVESTON COUNTY
 BOON CHAPMAN HEALTH
 722 MOODY AVE 4TH FL
 GALVESTON TX 77550-2317

7834

STATEMENT SUMMARY PF NOW Account No 7432671

09/01/2012	Beginning Balance		\$80 06
	6 Deposits/Other Credits	+	\$1,061,523 16
	5 Checks/Other Debits	-	\$1,061,508 64
09/30/2012	Ending Balance		\$94 58
		30 Days in Statement Period	

DEPOSITS/OTHER CREDITS

Date	Description	Amount
09/04/2012	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Chks 1264-1422	\$145,089 55
09/06/2012	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Ins Chks 1423-	\$210,045 84
09/14/2012	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Chks 1628-1891	\$338,863 74
09/21/2012	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Chks 1892-2112	\$187,048 80
09/27/2012	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Chks 2113-2292	\$180,460 71
09/30/2012	Accr Earning Pymt Added to Account	\$14 52

OTHER DEBITS

Date	Description	Amount
09/05/2012	Wire Transfer WIRE OUT Boon Chapman	\$145,089 55
09/06/2012	Wire Transfer WIRE OUT Boon Chapman	\$210,045 84
09/14/2012	Wire Transfer WIRE OUT Boon Chapman	\$338,863 74
09/24/2012	Wire Transfer WIRE OUT Boon Chapman	\$187,048 80
09/27/2012	Wire Transfer WIRE OUT Boon Chapman	\$180,460 71

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
09/01	\$80 06	09/06	\$80 06	09/24	\$80 06
09/04	\$145,169 61	09/14	\$80 06	09/27	\$80 06
09/05	\$80 06	09/21	\$187,128 86	09/30	\$94 58

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period **

Interest Paid This Period	\$14 52	Annual Percentage Yield Earned	0 75 %
Interest Paid YTD	\$94 58	Days in Earnings Period	30
		Earnings Balance	\$23,621 26

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102091 00783401



AGENDA

ITEM

#1j



News Essentials

- What's Hot
- Tax Policy
- IRS Updates
- News Roundup
- Media Contacts
- Contact Us
- Mobile App
- Around the Nation
- Newsroom Topics

The Newsroom Topics

- Multistate Income
- Notices and Notices
- 012 Rulings
- Tax Forms
- The Tax Code
- 012 Rulings
- 012 Tax Tips
- Archived
- Latest News Home

Standard Mileage Rates for 2013

The Internal Revenue Service today issued the 2013 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2013, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 56.5 cents per mile for business miles driven
- 24 cents per mile driven for medical or moving purposes
- 14 cents per mile driven in service of charitable organizations

The rate for business miles driven during 2013 increases 1 cent from the 2012 rate. The medical and moving rate is also up 1 cent per mile from the 2012 rate.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements for a taxpayer to use a standard mileage rate to calculate the amount of a deductible business, moving, medical or charitable expense are in Rev. Proc. 2010-51. Notice 2012-72 contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 2012-11-21

AGENDA

ITEM

#1k



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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modlewski, CPA
First Assistant, Director of Accounting

LaToya Jordan
First Assistant, IT System

December 12, 2012

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

Honorable Judge and Members of the Court

Attached for your consideration is the County Clerk's Office Mary Ann Daigle Close Out Report as of September 26, 2012 for the Galveston County Clerk's Office as required by Local Government Code (LGC) §115

Sincerely,

A handwritten signature in black ink, appearing to read "Cliff Billingsley".

Cliff Billingsley, CPA
County Auditor

cc Honorable Dwight D Sullivan

Attachments County Clerk's Office Mary Ann Daigle Close Out Report
Response Letter, Honorable Dwight D Sullivan



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 Modzelewska, CPA
First Assistant, Director of
Accounting

LaToya Jordan
First Assistant, I T System

Date: September 26, 2012

To: Cliff Billingsley, CPA
Galveston County Auditor

From: Yun Yap
Internal Auditor III

Re: County Clerk's Close Out Mary Ann Daigle

The Auditor's Office performed procedures to close the accounts of the Honorable Mary Ann Daigle during the period December of 2010 through June of 2012

The primary objectives of the close out procedures are 1) to confirm the amounts in the various accounts, 2) to ensure that there are sufficient funds in these accounts to fund liabilities, and 3) to transfer the remaining funds to the Honorable Dwight D Sullivan's accounts to fund the County Clerk's continuing operations. The procedures consisted of confirming the amounts on hand and reviewing the County Clerk's monthly reports and reconciliations. The procedures did not include any sampling or testing of transactions. As a result, there is a risk that errors or irregularities may exist. The official retains the responsibility for the accuracy and completeness of the financial information.

Cash Count

On December 31, 2010, the Auditor's Office performed a cash count at the County Clerk's Offices (Galveston and League City) confirming that the amounts on hand were accounted for.

There were no discrepancies found during the cash count. Funds were deposited daily and delivered by a Sheriff Deputy for Galveston office and one of the clerks for League City office. Beginning August of 2012, a Constable Deputy, Precinct 8 delivers the deposits to the bank for the League City office.

Bank Reconciliations

At the time of the Honorable Mary Ann Daigle retiring from office, she had four active bank accounts. The reports and reconciliations for the accounts were reviewed. The composition of the ending balances was documented and confirmed. The following is the status of those bank accounts at the County Clerk's Office.

Depository/Fee Account The total adjusted bank balance was over by \$12 50 This amount was transferred to the Odyssey Registry (Odyssey) account

Registry (Interest Bearing Account)/Now Account The total adjusted bank balance was over by \$395 These were due to the following reasons 1) two probate registries totaling \$200 were erroneously deposited into this account on August 7, 2009 and have not yet been refunded, 2) errors in calculating the interest when releasing funds and the associated accrued interest totaling \$195 This overage has not yet been recorded in the Odyssey Financial Manager (OFM) system

Recommendation CCCO 2012-01a: Issue a check to the Odyssey Registry account in the amount of \$200 to refund the deposit in error

Recommendation CCCO 2012-01b: To reconcile with the bank balance, record the remaining balance of \$195 and its associated interest into the OFM system Moreover, to ensure the accuracy in reporting, record the accrued interest on a monthly basis into the OFM system

Registry for Criminal/Anthem Account (Non-Interest Bearing Account) The total adjusted bank balance was short by \$1,138 This was due to the following reasons 1) a duplicate escheatment payable to the Treasurer's Office totaling \$196 occurred in February 2012 that has not yet been reimbursed, 2) a usage of \$100 to fund the opening of the new Registry (Odyssey) account in 2009 that has not yet been reimbursed, 3) a duplicate payment occurred in 2009, totaling \$2,000 that will not be recovered, 4) a disbursement occurred prior to 2003 in the amount of \$789 that has not yet been recorded, 5) the remaining shortage totaling \$85 65 that could not be identified

Recommendation CCCO 2012-02a: For item 1, submit a request for reimbursement of \$196 to the Auditor's Office

Recommendation CCCO 2012-02b: For items 2, issue a check from the Odyssey Registry account totaling \$112 50 and deposit it to the Anthem Registry account An additional \$12 50 was included in this amount from an overage existing in MAD' Depository account which was transferred to the Odyssey Registry account at close out This overage can be used against the shortage

Recommendation CCCO 2012-02c: For items 3, submit an indemnification request for the reimbursement of the remaining shortage totaling \$829 35 to the Commissioners' Court

Registry for Civil and Probate (Odyssey) Account (Non-Interest Bearing account) The total adjusted bank balance was short by \$38,621 26 This was due to the following reasons 1) two probate registries (\$200) were deposited into the NOW account in August of 2009 that have not yet been reimbursed Recommendation **CCCO 2012-01a** has been made above regarding this finding 2) A duplicate payment of \$200 occurred in March of 2011 that has not yet been reimbursed, 3) entry errors totaling \$38,333 76 which occurred during the Odyssey system conversion In an attempt to correct the errors, the management has worked with the software company to resolve this issue but has not yet been corrected

Recommendation CCCO 2012-03a: To replenish the shortage, notify the payee requesting a refund of \$200 The County Clerk sent out a notification letter to the payee on September 20, 2012

Recommendation CCCO 2012-03b: Contact the Information Technology (IT) Department to provide assistance in correcting the data entry errors

cc: Ron Chapa, CPA
Director, Internal Audit



The County of Galveston

P O BOX 17253
JUSTICE CENTER
GALVESTON, TEXAS 77552-7253

DWIGHT D SULLIVAN
COUNTY CLERK

December 12, 2012

Mr Cliff Billingsley, CPA
County Auditor
722Moody, 4th Floor
Galveston, Texas 77550

Re Response to the Audit Report - County Clerk's Close Out Mary Ann Daigle

Dear Mr Billingsley,

Thank you for conducting this audit Ms Yap was a pleasure to work with and presented an outstanding report I am providing herein my response to the recommendations in the report

Recommendation CCCO 2012-01a: Issue a check to the Odyssey Registry account in the amount of \$200 to refund the deposit in error

Response: I concur with this recommendation On December 12, 2012, our office issued a check in the amount of \$200 from the Now Account and deposited it into the Registry Account to refund the deposit made in error

Recommendation CCCO 2012-01b: To reconcile with the bank balance, record the remaining balance of \$195 and its associated interest into the OFM system Moreover, to ensure the accuracy in reporting, record the accrued interest on a monthly basis into the OFM system

Response: I have considered this recommendation However, we will not record the remaining balance of \$195 and its associated interest into the OFM system Alternatively, we will use the \$195 and interest balance in the Now Account to cover the \$200 shortage to follow the recommendation CCCO 2012-03a In addition, we are currently recording the interest on monthly basis into the OFM system We began this process in October 2010

Recommendation CCCO 2012-02a: For item 1, submit a request for reimbursement of \$196 to the Auditor's Office

Response: I concur with this recommendation We are implementing it and it is in progress

Recommendation CCCO 2012-02b: For items 2, issue a check from the Odyssey Registry account totaling \$112 50 and deposit it to the Anthem Registry account. An additional \$12 50 was included in this amount from an overage existing in MAD' Depository account which was transferred to the Odyssey Registry account at close out. This overage can be used against the shortage.

Response: I concur with this recommendation. On December 11, 2012, our office issued a check in the amount of \$112 50 from the Odyssey Registry Account and deposited it into the Anthem Registry Account.

Recommendation CCCO 2012-02c: For items 3, submit an indemnification request for the reimbursement of the remaining shortage totaling \$829 35 to the Commissioners' Court.

Response: I concur with this recommendation. On December 12, 2012, our office submitted an indemnification request for the reimbursement of \$829 35 for the Anthem Registry Account for approval by the Commissioners' Court.

Recommendation CCCO 2012-03a: To replenish the shortage, notify the payee requesting a refund of \$200. The County Clerk sent out a notification letter to the payee on September 20, 2012.

Response: I concur with this recommendation. However, the payee has refused receipt of the request by certified mail. Alternatively, our office will use the \$195 overage from CCCO 2012-01b to cover the shortage from the Odyssey Registry Account due to the erroneous duplicate payment.

Recommendation CCCO 2012-03b: Contact the Information Technology (IT) Department to provide assistance in correcting the data entry errors.

Response: I concur with this recommendation. The Information Technology Department has been notified about the data entry problem. It has been escalated to Tyler Technologies for comprehensive analysis.

Moreover, the bookkeeping staff has taken proactive measures to ensure accurate data entry to prevent future discrepancies. The Odyssey system has dramatically helped to prevent problems as with the prior software system.

The County Clerk's Office will strive for improvement by reconciling our accounts monthly in an effort to minimize errors in future transactions.

Thank you for ensuring the accountability of our office in financial matters.

Sincerely,

Dwight D. Sullivan,
County Clerk

cc Yun Yap
CC Bookkeeping Staff

AGENDA

ITEM

#2



COUNTY of GALVESTON HUMAN RESOURCES

Katherine Branch
Assistant HR Director

Sandra Hernandez
Senior HR Analyst

Corey Jannett
Senior HR Analyst

Nicole White
HR Assistant

December 11, 2012

To Patricia Grady

From Kathy Branch

Re Commissioners' Court Agenda Item-Summary of Bi-Weekly Personnel Movements

Please submit the following item for the December 20, 2012 Commissioners' Court Agenda

Receive and file Summary of Bi-Weekly Personnel Movements pay period #25, November 22-December 5, 2012 submitted by Human Resources

Summary of Bi-Weekly Personnel Movements

Pay Period #25 November 22 - December 5, 2012

Department	Positions		Current Appointments					Current Movements					Current Separations					Total				
	Budgeted	Total	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol		Retire	Death	Other	
General Government	100	0													0						0	
Facilities	190	0													0						0	
Professional Services	60	0													0						0	
Road District #1	50	0													0						0	
County Judge	40	0													0						0	
County Commissioners	80	0													0						0	
Tax Office	51.5	0													0						0	
County Auditor	330	0													0						0	
County Clerk	430	2													0						0	
County Clerk Records Mgmt	20	0													0						0	
County Clerk Records Archives	60	0													0						0	
County Clerk Elections	50	0													0						0	
Purchasing Agent	80	0													0						0	
County Treasurer	70	0													0						0	
Veterans Service	30	0													0						0	
Human Resources	50	0													0						0	
County Legal	60	0													0						0	
Justice Administration	60	0													0						0	
District Courts	190	0													0						0	
County Courts	90	0													0						0	
County Probate Court	60	0													0						0	
Justice Courts	440	0													0						0	
District Clerk	500	0													0						0	
District Attorney/July & Trial	750	0													0						0	
Pre-Trial Release	70	0													0						0	
Sheriff	5160	11							3						11						2	
Constables	460	0													0						1	
Social Services	120	0													0						0	
Child Welfare	10	0													0						0	
Emergency Management	60	0													0						0	
Extension Services	90	0													0						0	
County Engineer	70	0													0						0	
Building Inspector	20	0													0						0	
Community Services	30	0													0						0	
Information Technology	490	0													0						0	
County Parks and Senior Services	680	0													0						0	
Museum	20	0													0						0	
Road & Bridge/Drainage/Beach	720	2													2						0	
County Health District	10	0													0						0	
Law Library	10	0													0						0	
Juvenile Probation	680	2													2						0	
Mosquito Control	130	0													0						0	
Right of Way	10	0													0						0	
Seawall Maintenance	60	0													0						0	
Housing & Economic Dev	60	0													0						0	
Adult Probation	450	0													0						0	
Grand Total	13625	17	0	0	0	0	0	17	4	0	1	1	0	0	6	1	0	2	0	0	3	
Job Applications Received	119																					

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 11/22/2012 thru 12/5/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	ARCHER, NATALIA A	FTBE	55 COURT CLERK-PROBATE	11/26/2012		11A1	\$29,475	1,133.68 B	APPOINTMENT
114000	County Clerk	OTERO JESUS M	FTBE	28 DEPUTY COUNTY CLERK	12/3/2012		10A1	\$28,055	1,079.05 B	APPOINTMENT
114030	Election Expense	ADAMS, MICHAEL W	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	ARRINGTON JR, JOSEPH WPTL	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	FARRINGTON, ROBERTA	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	GUERRERO, MICHAEL	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	JARAMILLO, MAGDALENO	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	JOSEY SHIRLEY	PTEI	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	LOZANO, JUAN A	PTEI	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	MORTON, JACQUELINE T	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	PESEK, GRACIELA	PTEI	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	RONNING ALMA J	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	RUTHERFORD, MICAH	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	SANCHEZ, DOLORES	PTEI	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	WILLIAMS III, C L	PTEL	500 ELECTION WORKER-TEMP	11/22/2012		0000	\$10,400	10.00 H	APPOINTMENT
121000	Justice Administration	MORRISON ROGER D	FTBE	6 CASE MANAGEMENT	11/22/2012		18A1	\$41,648	1,601.86 B	TRANSFER
152500	Housing	POSEY, MAURA M	FTBE	407 SENIOR ACCOUNTS PAYABLE	12/3/2012		14A1	\$34,182	1,314.72 B	PROMOTION
211133	Corrections-Sheriff	BARAJAS HECTOR D	FTBE	39 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	DILLI, THOMAS A	FTBE	154 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	DYER, MICHAEL J	FTBL	297 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	FORSYTHE, CHRISTOPHER	FTBL	162 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	GARZA JOLYNN C	FTBE	243 DEPUTY I	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	GILLANE JOSEPH A	FTBE	263 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	GOMEZ, CHRISTOPHER R	FTBE	276 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	HALL TRAVIS	FTBE	62 DEPUTY I	11/22/2012		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	JENKINS TOUL	FTBE	166 ENTRY LEVEL	11/30/2012		12D1	\$33,349	1,282.66 B	TERMINATION
211133	Corrections-Sheriff	KLIIGAR DONNA J	FTBE	26 SERGEANT-CORRECTIONS	11/30/2012		18L1	\$54,646	2,101.78 B	TERMINATION
211133	Corrections-Sheriff	LANDIS, JOSHUA R	FTBE	29 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	MOREAU, BRET	FTBE	187 DEPUTY I	11/22/2012		13D1	\$35,037	1,347.59 B	CAREER LADDER

* Rate Type H = Hourly B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 11/22/2012 thru 12/5/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	ORILGA, CARLOS	FTBE	296 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	STEPHENSON, MITCHELL	FTBE	262 DEPUTY I	11/22/2012		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	WUNEBURGER,	FTBE	298 ENTRY LEVEL	11/26/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
211171	Communications-Sheriff	BLUTE, KAREN M	FTBE	9 ENTRY LEVEL	11/29/2012		12D1	\$33,349	1,282.66 B	APPOINTMENT
223300	Constable Pct #3 - Rose	BROWN JR, MOSES D	FTBE	2 DEPUTY CONSTABLE-PC13		11/30/2012	15H1	\$42,689	1,641.91 B	TERMINATION
223300	Constable Pct #3 - Rose	RUBEN JR ALBERT C	FTBE	2 DEPUTY CONSTABLE-PC13	12/3/2012		15D1	\$38,674	1,487.49 B	REASSIGNMENT
256118	Detention	BOZANT ANTHONY	FTBE	33 JUVENILE SUPERVISION OFCR	11/27/2012		1200	\$32,201	1,238.52 B	APPOINTMENT
256118	Detention	MYLES JR, LARRY	FTBF	38 JUVENILE SUPERVISION OFCR	11/30/2012		1200	\$32,201	1,238.52 B	APPOINTMENT
312120	F M Lateral Road	HULLIO, JERRY L	FTBE	43 HEAVY EQUIPMENT OPERATOR	12/4/2012		09A1	\$26,703	1,027.06 B	APPOINTMENT
312120	F M Lateral Road	JACKSON, EROLD L	FTBE	49 HEAVY EQUIPMENT OPERATOR	12/4/2012		09A1	\$26,703	1,027.06 B	APPOINTMENT
522020	Parks Division	BARNHOORN, CAROL	FTBE	42 PARKS MAINTENANCE WORKER	11/27/2012		08A1	\$24,676	949.10 B	APPOINTMENT

AGENDA

ITEM

#3



COUNTY OF GALVESTON

On this the 20th day of December, 2011, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark A Henry, County Judge;
Patrick 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, during the past eight years, **County Commissioner Patrick F Doyle**, affectionately known to his many friends as just **"Pat"**, in proud keeping with the long standing **Doyle** family tradition of public service, has served his constituents and his community admirably well, and

Whereas, **Pat's** leadership, positive spirit and untiring efforts constantly provided strength and direction to all. He continuously exhibited the same honesty, integrity and positive spirit as other great Texans we honor. He was always available and willing to assist his constituents and the public regardless of their request. His willingness to work with his fellow members who served and with those who continue to serve on the **Commissioners' Court** was unparalleled. His stewardship, particularly subsequent to Hurricane Ike, directly helped relieve the pain, loss and suffering of not only his constituents who resided on Galveston Island, Bolivar Peninsula and the Bayshore but also to other citizens of Galveston County who were similarly affected. He was instrumental in creating the nonprofit corporation known as Galveston County Senior Citizens Activities, Inc. which donated a new travel bus to the County's Seniors Program. He always was and continues to be a friend of the County. His friendship, wisdom, vision, foresight and quick and rapier wit and sense of humor will be sorely missed, especially by those of us who had the honor and privilege of working with him on a daily basis, and

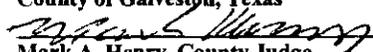
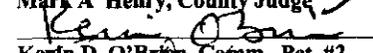
Whereas, **Pat** has accomplished many things in life in addition to being a dedicated public servant. He is a successful attorney and an owner of **Southland Title Company**. Prior to becoming a County Commissioner he was elected as **Justice of the Peace of Precinct 5** where his rulings over a period of ten years consistently showed that not only was he a scholar of the law but also that his justice was even handed. But, first and foremost **Pat** is a dedicated family man and great humanitarian, and

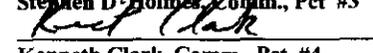
Whereas, **Pat** has been described by those nearest him as a well-respected gentleman whose honesty and compassion have endeared him to the public and to his co-workers. His intense passion to just do what was right regardless of the consequences to himself was nothing short of remarkable. If our country had more men and women with **Pat's** vision, compassion, tolerance and charitable nature we would have a much better world in which to live, and

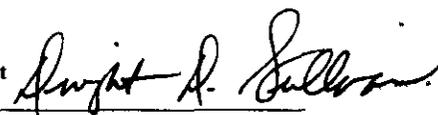
Whereas, the **Commissioners' Court of Galveston County** desires to express its appreciation to **County Commissioner Patrick F Doyle** for his long and faithful service and devotion to the County. The importance of his work, and the manner in which he carried it out will continue to benefit us for many years to come and will not be easily forgotten.

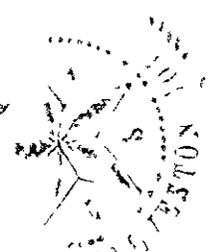
Now, **Therefore Be it Resolved**, that the **Commissioners' Court of Galveston County** issues this Resolution of Appreciation to the **Honorable Patrick F Doyle**, thanking him for his many years of dedicated and unselfish devotion to all citizens of Galveston County, and especially those living in Precinct 1.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 20th day of December, 2012

By: 
Mark A Henry, County Judge

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

Stephen D Holmes, Comm., Pct #3

Kenneth Clark, Comm., Pct. #4

Attest 
Dwight D Sullivan
County Clerk



AGENDA

ITEM

#4



COUNTY OF GALVESTON

On this the 20th day of December, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

- Mark A. Henry, County Judge;**
- Patrick 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, Galveston County will greatly miss the dedicated service and expertise of the **Honorable Wayne J Mallia, Judge of the 405th Judicial District Court**. Upon graduating St Mary's University Law School in 1987, Galveston County was fortunate indeed to have had him join the Criminal District Attorney's Office His talents as a trial attorney soon gained him a reputation with the public of being an honest and distinguished lawyer as well as the respect and admiration of the fellow members of his profession As a result he quickly rose through the ranks and was promoted to 1st Assistant Criminal District Attorney in 1992, and

Whereas, **Judge Mallia**, upon assuming the bench of the **405th Judicial District Court** in 2001, continuously operated his court in a professional, dignified and efficient manner During his tenure, he unselfishly placed service to the public before his personal desires, and

Whereas, in addition to being an experienced jurist, **Judge Mallia** excelled in his many administrative duties Such duties included but were not limited to devising and implementing the first S T E P Program in the County, serving as Chairman of the Drug Court Committee charged with the responsibility of developing and implementing a drug court plan for the County and serving on the Board of Judges who supervised the County Auditor, Adult Probation, Juvenile Probation and the Purchasing Agent Regardless of the demands placed upon him by those who sought his guidance and advice he remained constantly available to assist all people whenever his services were required He served as a model of efficiency for all public servants of the County In addition, his judicial wisdom provided strength and direction to the most novice of attorneys as well as to the most experienced His rulings consistently showed that not only was he a scholar of the law but also that his justice was even handed He will be sorely missed by those who practiced law before his bench, and

Whereas, **Judge Mallia** also devoted his efforts toward his community by, among other things, serving as President of the O'Connell College Preparatory School Board, as a Board Member of the O'Connell College Preparatory School Board, as a Baseball Coach for Galveston Catholic School, Galveston Little League and Galveston Pony League, as President of the San Jacinto Neighborhood Association and Operation D A R E and as a Board Member of the Galveston Alliance of Island Neighborhoods, Teen Court Women's Resource and Crisis Center, Galveston Jaycees and Boy Scouts Explorer Post, and

Whereas, **Judge Mallia's** leaving office because of his easy-going nature, his popularity among his many friends, his knowledge, skill, integrity and dedication to duty will leave a void in the office he has served for so long and so well, and

Whereas, the **Commissioners' Court of Galveston County** wishes to express its appreciation to the **Honorable Wayne J. Mallia** for his long and faithful service to the citizens of the County of Galveston

Now, Therefore, Be It Resolved that the **Commissioners' Court of Galveston County** issues this **Resolution of Appreciation** to the **Honorable Wayne J. Mallia** thanking him for his many years of faithful and unselfish dedication and devotion to all citizens of the County of Galveston and wishing him continued good health and great success in all his future endeavors

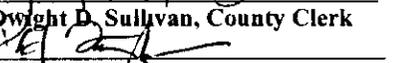
Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and the original hereof be furnished to the **Honorable Wayne J. Mallia**, in appreciation of his many years of continuous public service

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 20th day of December, 2012

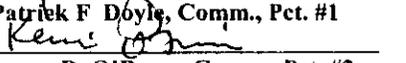
Attest



 Dwight D. Sullivan, County Clerk



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



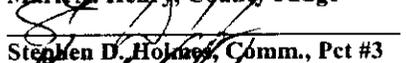
 Kevin D. O'Brien, Comm., Pct. #2



County of Galveston, Texas



 Mark A. Henry, County Judge



 Stephen D. Holmes, Comm., Pct #3



 Kenneth Clark, Comm., Pct #4

AGENDA

ITEM

#5



COUNTY OF GALVESTON

On this the 20th day of December, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark A Henry, County Judge;
Patrick 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, Galveston County will greatly miss the dedicated service and expertise of the **Honorable David Edward Garner, Judge of the 10th Judicial District Court** who has, after 20 years of dedicated service to the people of Galveston County, announced his well deserved retirement. Upon graduating from the University of Houston Law School in 1974, Galveston County was fortunate indeed to have had him join the Criminal District Attorney's Office where he remained until 1980 when he went into the private practice of law with the law firm of Garner, Walker and Froeschner His talents as a trial attorney soon gained him a reputation with the public of being an honest and distinguished lawyer as well as the respect and admiration of the fellow members of his profession, and

Whereas, Judge Garner, upon assuming the bench of the 10th **Judicial District Court** in 1993, continuously operated his court in a professional, dignified and efficient manner During his tenure, he unselfishly placed service to the public before his personal desires, and

Whereas, in addition to being an experienced jurist, **Judge Garner** excelled in his many administrative duties including but not limited to serving as Administrative Judge of the Galveston County District Courts from 1998-2010 where along with the other District Judges he supervised the County Auditor, Adult Probation, Juvenile Probation and the Purchasing Agent Regardless of the demands placed upon him by those who sought his guidance and advice he remained constantly available to assist all people whenever his services were required He served as a model of efficiency for all public servants of the County In addition, his judicial wisdom provided strength and direction to the most novice of attorneys as well as to the most experienced His rulings consistently showed that not only was he a scholar of the law but also that his justice was even handed He will be sorely missed by those who practiced law before his bench, and

Whereas admired by his peers, in 1986-1987 **Judge Garner** served as President of the Galveston County Bar Association In addition, in 1997 he was recognized as a Life Fellow of the Texas Bar Association and in 2005 was Awarded Certification of Special Competence-General Jurisdiction from the Texas College of Judicial Studies, and

Whereas, Judge Garner also devoted his efforts toward his community by being an active member of the League City Lions Club where he served as President from 1982-1983, and

Whereas, Judge Garner's leaving office because of his easy-going nature, his popularity among his many friends, his knowledge, skill, integrity and dedication to duty will leave a void in the office he has served for so long and so well, and

Whereas, the **Commissioners' Court of Galveston County** wishes to express its appreciation to the **Honorable David Edward Garner** for his long and faithful service to the citizens of County of Galveston

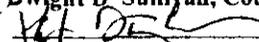
Now, Therefore, Be It Resolved that the **Commissioners' Court of Galveston County** issues this **Resolution of Appreciation** to the **Honorable David Edward Garner** thanking him for his many years of faithful and unselfish dedication and devotion to all citizens of the County of Galveston and wishing him continued good health and great success in all his future endeavors

Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and the original hereof be furnished to the **Honorable David Edward Garner,** in appreciation of his many years of continuous public service

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 20th day of December, 2012

Attest

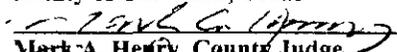

Dwight D. Sullivan, County Clerk

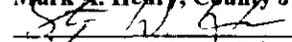

Patrick F. Doyle, Comm., Pct. #1


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

By:

County of Galveston, Texas


Mark A. Henry, County Judge


Stephen D. Holmes, Comm., Pct #3


Kenneth Clark, Comm., Pct #4

AGENDA

ITEM

#6



COUNTY OF GALVESTON

On this the 20th day of December, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark A. Henry, County Judge,
Patrick 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, Galveston County will greatly miss the dedicated service and expertise of our friend, **Constable Donald Lee Cherry** who, since his first day of employment with Galveston County in 1981, has proven to be a sure and steady hand in law enforcement Elected to the office of **Constable of Precinct 1** in 2001, **Don** set a standard of professionalism and honesty for us all to aspire Many law enforcement officers serving today benefited from his example, and he mentored many young officers who were fortunate to have worked with and learned from him, and

Whereas, while always faithful to his oath to enforce the laws of the State of Texas as well as the orders of the various courts, **Don** did so with a compassionate understanding of his fellow citizen Although many individuals may have been experiencing some adversity in their lives when they came in contact with **Constable Cherry** he always accorded them with courtesy to help ensure that they retained their pride and dignity, and

Whereas, **Don** has also been tireless in his service to his fellow man through his commitment to many noteworthy community projects and activities that succeeded due to his selfless dedication to the improvement of all aspects of local society

Whereas, **Don's** honesty and integrity were above reproach His many years of public service in Galveston County are an example to all His leaving office will leave a void in the hearts of the people he has served for so long and so well He will be sorely missed by all those who have had the privilege and honor of working with him and

Whereas, **Don's** leaving office because of his easy-going nature, his popularity among his many friends, his knowledge, skill, integrity and dedication to duty will leave a void in the office he has served for so long and so well, and

Whereas, the **Commissioners' Court of Galveston County** wishes to express its appreciation to **Don** for his long and faithful service to the citizens of County of Galveston

Now, Therefore, Be It Resolved that the **Commissioners' Court of Galveston County** issues this **Resolution of Appreciation to Constable Donald Lee Cherry** thanking him for his many years of faithful and unselfish dedication and devotion to all citizens of the County of Galveston and wishing him continued good health and great success in all his future endeavors

Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and the original hereof be furnished to **Constable Donald Lee Cherry** , in appreciation of his many years of continuous public service

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 20th day of December, 2012

Attest:

Dwight D. Sullivan, County Clerk

Patrick F Doyle, Comm., Pct. #1

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

County of Galveston, Texas

By:
Mark A. Henry, County Judge

Stephen D. Holmes, Comm., Pct #3

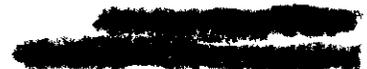
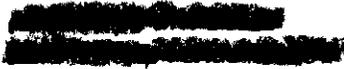
Kenneth Clark, Comm., Pct #4



AGENDA ITEM

#7

Jean Howard Sargent



Relevant Life Experience

Foster Parent 1980 - 1984

Began as foster parent to a troubled sixteen-year-old (we were her eighth foster home in two years), whom we adopted when she was nineteen, continued as emergency placement home for children of all ages for a few years longer.

Caregiver

May - October 1989. Cared for my mother until she died from lung cancer.

November 2005 - April 2009 Our family bought a home in Galveston to care for my grandmother and great aunt, both of whom suffered from dementia and various ailments associated with advanced age

Wife, Mother, Homemaker, Home School Teacher

1990 - Current Raised two beautiful daughters and home-schooled them from preschool through high school, believe that caring for a family and raising children of good character is the most important job on earth

Employment Experience

January 1968 - April 1989: Held various executive and legal secretarial positions, the most notable of which were for

James A Baker, III in Houston and Washington, D C ,
the Rector of a 3000-member church in Fairfax, Virginia; and
the President of Justice Fellowship, a division of Prison Fellowship Ministries

Education

Graduated 1967 from Clear Creek High School, League City, Texas in top five percent of class

Attended night classes at University of Houston until employment took me to Washington, D C

AGENDA

ITEM

#8



THE COUNTY OF GALVESTON

**RIGHT OF WAY /
REAL ESTATE SERVICES**

722 Moody, 1st Floor
Galveston, Texas 77550
December 10, 2012

(409) 770-5577
(281) 316-8300, Ext 5577

Honorable Mark Henry, County Judge
Hon Galveston County Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

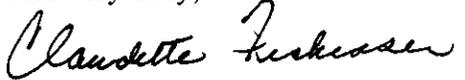
Re Parcels 114,115, 117
F M 646
Limits F M 1764 to S H 6

Gentlemen

For your consideration, we are attaching original deed covering Parcels 114, 115, and 117. These parcels total 5,374 square feet and were appraised at \$13,436.00. TxDOT will reimburse the County for 90% of the Right of Way cost.

If you are agreeable to accepting this transaction, please authorize issuance of check payable Sara Minor, Trustee. The deed should be recorded in the County Clerk's Official Public Records. After recording, please have the original instrument returned to the Right of Way Department.

Yours very truly,


Claudette Fickessen

Encl
cf

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof, and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", "B" and "C", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibits "A", "B" and "C", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever, and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

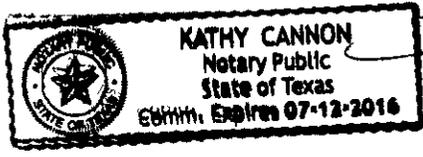
IN WITNESS WHEREOF, this instrument is executed on this the 30th day of November, 2012

Sara Minor, Trustee
Sara Minor, Trustee

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on this the 30th day of November 2012, by Sara Minor, Trustee



Kathy Cannon
Notary Public's Signature

EXHIBIT 'A'

County: Galveston
Highway: FM 646
Limits: From FM 517 to SH 6
ROW CSJ: 0978-01-032
ROW Account: 8012-02-068

Property Description for
Parcel 114

BEING a 0.039 of one acre (1,679 square feet) parcel of land located in the E.T Mitchell Survey, Abstract No. 149, Galveston County, Texas, being a portion of Outlot 257 of the Alta Loma Outlots of record in Volume 10, Page 21 of the Galveston County Map Records, Texas (G.C.M.R.) and being a portion of that certain calculated 2.421 acre tract of land conveyed to Wayne Higgins, Trustee by deeds of record in County Clerk File No. 8444681, Film Code No. 003-35-1503, County Clerk File No. 8444688, Film Code No. 003-35-1517 and County Clerk File No. 8444689, Film Code 003-35-1519 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.); said 0.039 of one acre being more particularly described as follows:

COMMENCING at a 3/4-inch iron pipe found marking the northeasterly corner of Outlot 258 of said Alta Loma Outlots, being the southeasterly corner of said Outlot 257, same being the southeasterly corner of said 2.421 acre tract, from which found 1-inch iron pipe found bears South 86°44' East, a distance of 0.65 feet, thence as follows;

THENCE, South 87°54'28" West, along the common lot line of said Outlot 257 and Outlot 258, being the southerly line of said 2.421 acre tract and along the northerly line of that certain calculated 1.416 acre tract conveyed to James A. West by deed of record in County Clerk File No. 9135265, Film Code No. 007-78-0713 O.P.R.O.R.P.G.C., a distance of 629.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "TXDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,214,116.46, Y = 13,707,217.00,**

- 1.) THENCE, South 87°54'28" West, continuing along the common line of said Outlot 257 and Outlot 258, being the southerly line of said 2.421 acre tract, same being the northerly line of said 1.416 acre tract, a distance of 10.16 feet to a 1-inch bar found in the existing easterly right-of-way line of FM 646 (80 foot right-of-way) recorded in Volume 835, Page 461 of the Galveston County Deed Records (G.C.D.R.), being the common corner of said Outlot 257 and Outlot 258, same being the southwesterly corner of said 2.421 acre tract, also being the northwesterly corner of said 1.416 acre tract;
- 2.) THENCE, North 01°57'35" West, along the existing easterly right-of-way line of FM 646, being the westerly line of said 2.421 acre tract, a distance of 165.00 feet to a point marking the northwesterly corner of said 2.421 acre tract, being the southwesterly corner of that certain calculated 1.211 acre tract of land conveyed to John Pistone and Priscilla Pistone by deed of record in Volume 1741, Page 775, G.C.D.R.;

EXHIBIT "A"

- 3.) THENCE, North 87°54'27" East, along the northerly line of said 2.421 acre tract, being the southerly line of said 1.211 acre tract, a distance of 10.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "TXDOT" set in the proposed easterly right-of-way line of FM 646,**
- 4.) THENCE, South 01°56'53" East, along the proposed easterly right-of-way line of FM 646, a distance of 165.00 feet to the POINT OF BEGINNING and containing 0.039 of one acre (1,679 square feet) of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By:

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel 281-681-9766

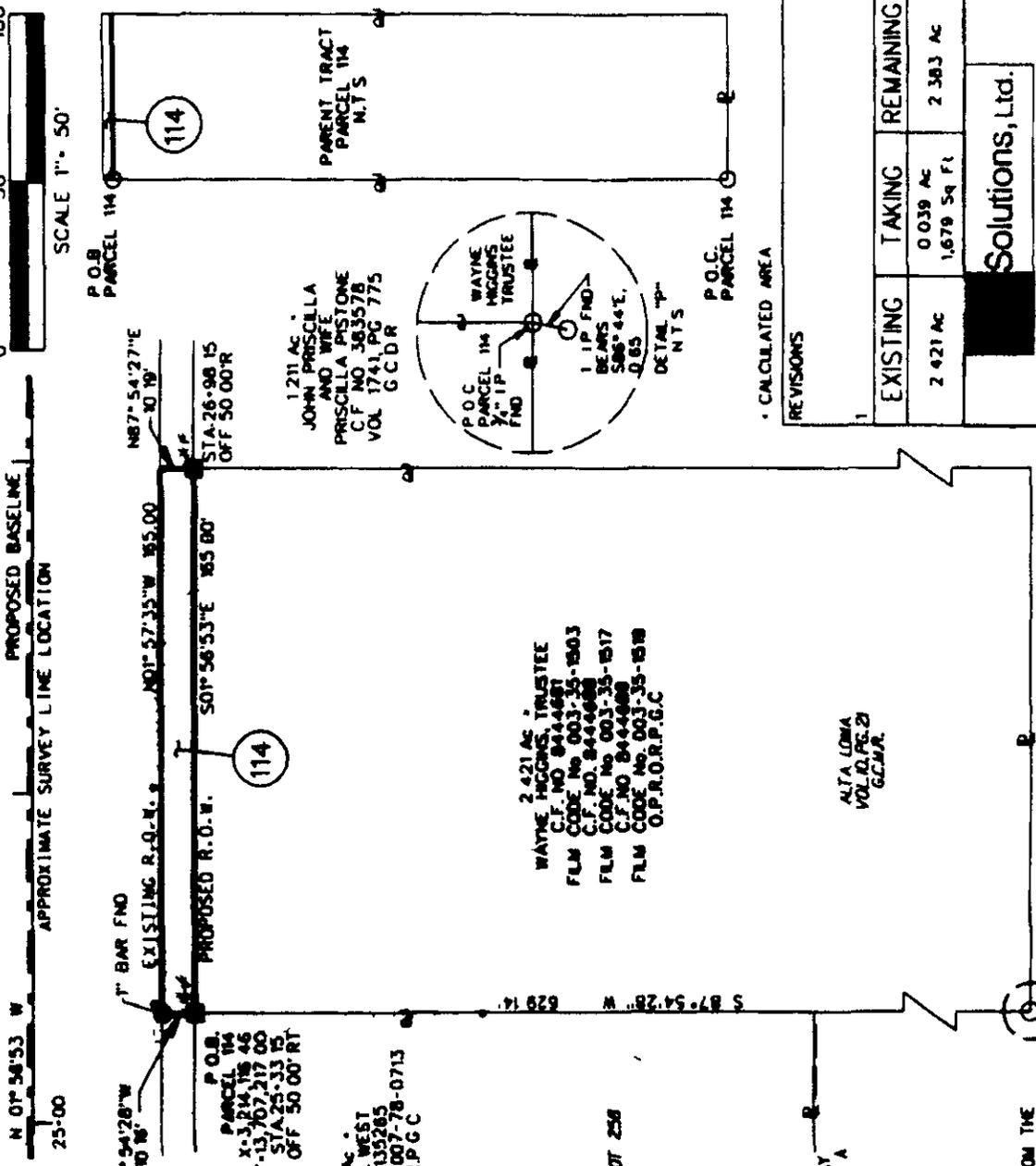
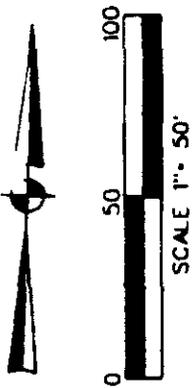


4-18-06

EX "A"

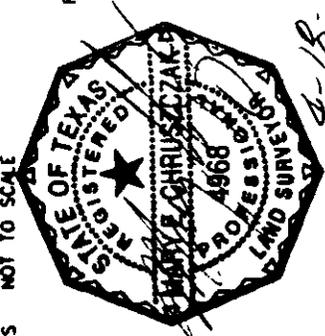
**JOHN B. MINNAN SURVEY
A-42**

FM 646 (80' ROW)



- LECT
- Set 3/4" IR w/1x100 Alum Cap
 - Fnd (Type indicated at Location)
 - GAS PUMP
 - MONITOR WELL
 - WATER METER
 - 272 GAS COVER
 - PROPERTY LINE
 - SURVEY LINE
 - LANDHOOK
 - BREAK
 - POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - STA. STATION
 - OFF. OFFSET
 - R.O.W. RIGHT OF WAY
 - N.T.S. NOT TO SCALE

RECORD INFORMATION
F.M. 646
VOL 835, PG 461
VOL G.C.D.R.



- NOTES
- ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND 83 (1996 ADJ.) ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY T-DOT CONVERSION FACTOR OF 1.00013
 - THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A T-DOT TYPE BRIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY T-DOT
 - THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY, 2003 MAP COMPLETED APRIL, 2006
 - PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT
 - ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL
- DEED REFERENCES WITH VOL AND PG ARE OF GALVESTON COUNTY DEED RECORDS
C.C.M.R. INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F. INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

**E.T. MITCHELL SURVEY
A-140**

PAGE 3 OF 3 ACCOUNT NO B012-02-068

NON PUBLIC PLAT

EXHIBIT B

County Galveston
Highway FM 646
Limits From FM 517 to SH 6
ROW CSJ 0978-01-032
ROW Account 8012-02-068

Property Description for
Parcel 115

BEING a 0 019 of one acre (842 square feet) parcel of land located in the E T Mitchell Survey, Abstract No 149, Galveston County, Texas, being a portion of Outlot 257 of the Alta Loma Outlots of record in Volume 10, Page 21 of the Galveston County Map Records, Texas (G C M R) and being a portion of that certain calculated 1 211 acre tract of land conveyed to John Pistone and Priscilla Pistone by deed of record in County Clerk File No 383578, of the Official Public Records of Real Property of Galveston County, Texas (O P R O R P G C) in Volume 1741, Page 775 of the Galveston County Deed Records (G C D R), said 0.019 of one acre being more particularly described as follows

COMMENCING at a 1/2-inch iron rod found for the northeasterly corner of said 1 211 acre tract, thence as follows:

THENCE, South 87°54'28" West, along the northerly line of said 1 211 acre tract and along the southerly line of that certain calculated 2 847 residue of a 7 39 acre tract of land conveyed to Wayne Higgins, Trustee by deeds of record in County Clerk File No. 8452140, Film Code No 003-46-0029 and County Clerk File No. 8519694, Film Code No 003-84-1193 both of the O P R O R P G C , a distance of 628 91 feet to a 5/8-inch iron rod with an aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,214,108 05, Y = 13,707,464 36,

- 1) THENCE, South 01°56'53" East, along the proposed easterly right-of-way line of FM 646, a distance of 82 50 feet to a 5/8-inch iron rod with an aluminum cap stamped "TxDOT" set in the southerly line of said 1 211 acre tract, being the northerly line of that certain calculated 2 421 acre tract of land conveyed to Wayne Higgins, Trustee by deeds of record in County Clerk File No. 8444681, Film Code No. 003-35-1503, County Clerk File No 8444688, Film Code No 003-35-1517 and Clerk File No 8444689, Film Code No 003-35-1519 O P R O R P G C ,
- 2) THENCE, South 87°54'27" West, along the southerly line of said 1 211 acre tract, being the northerly line of said 2 421 acre tract, a distance of 10 19 feet to a point in the existing easterly right-of-way line of FM 646 (80 foot right-of-way) recorded in Volume 835, Page 461, G C D R., being the southwesterly corner of said 1 211 acre tract, same being the northwesterly corner of said 2 421 acre tract;
- 3) THENCE, North 01°57'35" West, along the existing easterly right-of-way line of FM 646, being the westerly line of said 1 211 acre tract, a distance of 82 50 feet to a point marking the northwesterly corner of said 1 211 acre tract, being the southwesterly corner of said 2 847 acre tract;

EXHIBIT B

- 4) THENCE, North 87°54'28" East, along the northerly line of said 1 211 acre tract, being the southerly line of said 2 847 acre tract, a distance of 10 21 feet to the POINT OF BEGINNING and containing 0 019 of one acre (842 square feet) of land

Notes

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1 00013

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003

Prepared By:

GeoSolutions, Ltd
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel 281-681-9766



4-18-06

Ex "B"

JOHN BRANNAN SURVEY
-42

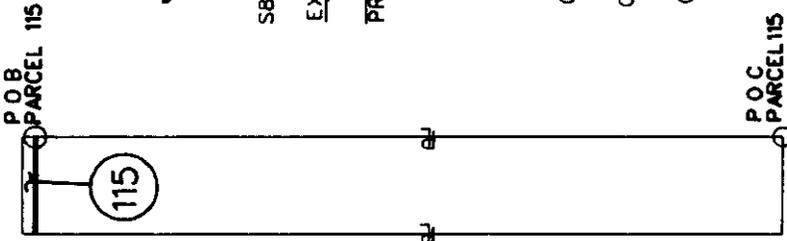
FM 646 (80' R.O.W.)



F.M. 646
RECORD INFORMATION
VOL 835, PG 461
G.C.D.R.



4-18-06



- LEGEND**
- Set 5/8" w/TxDOT Alum Cap
 - Fnd 5/8" IR w/TxDOT Alum Cap
 - Set 5/8" Iron Rod with GS Cap (unless otherwise noted)
 - Fnd (Type Indicated at Location)
 - GAS PUMP
 - MONITOR WELL
 - WATER METER
 - 2X2' GAS COVER
 - PROPERTY LINE
 - SURVEY LINE
 - LANDHOOK
 - BREAK
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - STA. STATION
 - OFF. OFFSET
 - R.O.W. RIGHT OF WAY
 - N.T.S. NOT TO SCALE

NOTES

- 1 ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ.) ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013
 - 2 THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE #RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT
 - 3 THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY, 2003 MAP COMPLETED APRIL, 2006
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 - 5 ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL
- DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS
G.C.M.R INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

• CALCULATED AREA

REVISIONS	EXISTING	TAKING	REMAINING
1	1.211 AC	0.019 AC 842 Sq Ft	1.191 AC

Solutions, Ltd

Tel (281) 681-9766 Fax (281) 681-9779

PARCEL 115
FM 646
GALVESTON COUNTY, TEXAS
ROW C.S.J 0978-01-032

DATE APRIL 2006 SCALE 1" = 50'

E.T. MITCHELL SURVEY
A-149

EXHIBIT e

County Galveston
Highway: FM 646
Limits From FM 517 to SH 6
ROW CSJ 0978-01-032
ROW Account: 8012-02-068

Property Description for
Parcel 117

BEING a 0 065 of one acre (2,853 square feet) parcel of land located in the E T Mitchell Survey, Abstract No 149, Galveston County, Texas, being a portion of Outlot 257 of the Alta Loma Outlots of record in Volume 10, Page 21 of the Galveston County Map Records, Texas (G C M R) and being a portion of that certain calculated 2 847 acre residue of a 7 39 acre tract of land conveyed to Wayne Higgins, Trustee by deeds of record in County Clerk File No 8452140, Film Code No 003-46-0029 and County Clerk File No 8519694, Film Code No 003-84-1193 of the Official Public Records of Real Property Galveston County, Texas (O P R O R P G C), said 0 065 of one acre being more particularly described as follows.

COMMENCING at a 1/2-inch iron rod found for the northeasterly corner of that certain calculated 1 211 acre tract of land conveyed to John Pistone and Priscilla Pistone by deed of record in Volume 1741, Page 775 of the Galveston County Deed Records (G.C D R) , thence as follows;

THENCE, South 87°54'28" West, along the northerly line of said 1 211 acre tract and along the southerly line of said 2 847 acre tract, a distance of 628.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,214,108 05, Y = 13,707,464 36,

- 1) THENCE, South 87°54'28" West, continuing along the northerly line of said 1 211 acre tract, being the southerly line of said 2.847 acre tract, a distance of 10 21 feet to a point in the existing easterly right-of-way line of FM 646 (80 foot right-of-way) recorded in Volume 835, Page 461, G.C.D R , being the southwesterly corner of said 2 847 acre tract, same being the northwesterly corner of said 1 211 acre tract;
- 2) THENCE, North 01°57'35" West, along the existing easterly right-of-way line FM 646, being the westerly line of said 2 847 acre tract, a distance of 278.61 feet to a point marking the northwesterly corner of said 2 847 acre tract, being the southwesterly corner of Lot 1 Ridgewood Phase 1, a subdivision of record in Volume 18, Page 744 G C M R , from which a 5/8-inch smooth iron rod found bears South 88°41' West, a distance of 1 48 feet;
- 3) THENCE, North 88°01'00" East, along the northerly line of said 2 847 acre tract, being the southerly line of said Lot 1, a distance of 10.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646;

EXHIBIT C

- 4) THENCE, South $01^{\circ}56'53''$ East, along the proposed easterly right-of-way line of FM 646, a distance of 278.59 feet to the POINT OF BEGINNING and containing 0.065 of one acre (2,853 square feet) of land.

Notes

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel

A plat of even survey date herewith accompanies this property description

I certify that the survey was performed on the ground under my supervision on August 15, 2003

Prepared By:

GeoSolutions, Ltd
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel 281-681-9766

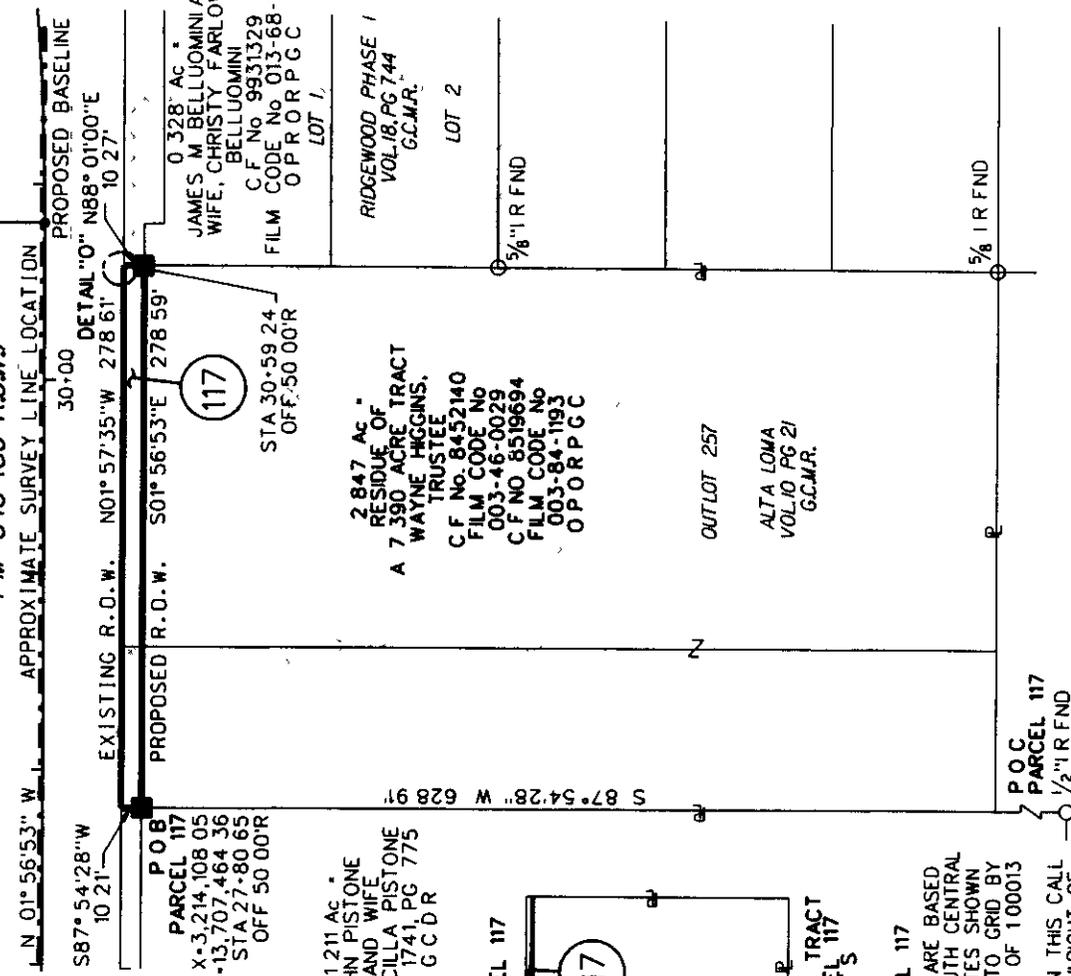
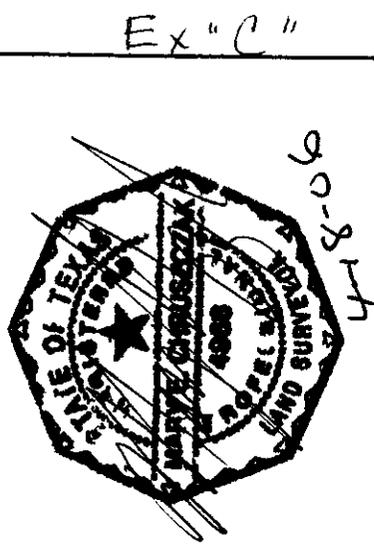


4-18-06

FM 646 (80' R.O.W.)



F.M. 646
RECORD INFORMATION
VOL 835, PG 461
G.C.D.R.



* CALCULATED AREA

REVISIONS	
1	
EXISTING	2.847 Ac
TAKING	0.065 Ac
REMAINING	2.782 Ac
2,853 Sq Ft G.S. Solutions, Ltd Tel (281) 681-9766 Fax (281) 681-9779 PARCEL 117 FM 646 GALVESTON COUNTY, TEXAS R.O.W. C.S.J. 0978-01-032	
DATE APRIL, 2006	
SCALE 1" = 100'	

E.T. MITCHELL SURVEY
A-140

- LEGEND**
- Set 3/8" Ith 4/TxDOT Alum Cap
 - Fnd 5/8" R w/TxDOT Alum Cap
 - Set 3/8" Iron Rod with GS Cap (unless otherwise noted)
 - Fnd (Type Indicated at Location)
 - GAS PUMP
 - MONITOR WELL
 - WATER METER
 - 2'X2' GAS COVER
 - PROPERTY LINE
 - SURVEY LINE
 - LANDHOOK
 - BREAK
 - POINT OF BEGINNING
 - P.O.C POINT OF COMMENCING
 - STA STATION
 - OFF OFFSET
 - ROW RIGHT OF WAY
 - NTS NOT TO SCALE

1.211 AC
JOHN PISTONE AND WIFE
PRISCILLA PISTONE
VOL 1741, PG 775
G.C.D.R.

2.847 AC
RESIDUE OF
A 7.390 ACRE TRACT
WAYNE HIGGINS,
TRUSTEE
C.F. No. 8452140
FILM CODE No
003-46-0029
C.F. No. 8519694
FILM CODE No
003-84-1193
O.P.O.R.P.G.C.

0.328 AC
JAMES M BELLUOMINI AND WIFE, CHRISTY FARLOW
BELLUOMINI
C.F. No. 9931329
FILM CODE No 013-68-2194
O.P.O.R.P.G.C.
LOT 1

RIDGEWOOD PHASE 1
VOL. 18, PG 744
G.C.M.R.
LOT 2

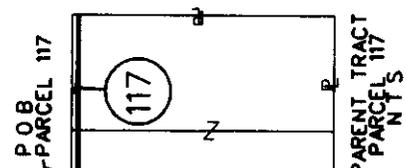
5/8" I R FND

5/8" I R FND

POB PARCEL 117
X-3,214, 108.05
Y-13,707,464.36
STA 27-80.65
OFF 50.00'R

POB PARCEL 117
S 87° 54' 28" W 628.91'

POC PARCEL 117
1/2" I R FND



- NOTES**
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DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS G.C.M.R INDICATES GALVESTON COUNTY PLAT RECORDS AND C.F INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2012069792

December 20, 2012 04 26 44 PM

FEE \$56 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA

ITEM

#9



THE COUNTY OF GALVESTON

**RIGHT OF WAY /
REAL ESTATE SERVICES**

722 Moody
Galveston, Texas 77550

December 11, 2012

(409) 770-5576
(281) 316-8300, Ext 5576
(409) 770-5579 FAX

Hon Mark Henry
Hon Galveston County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

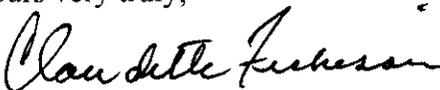
Re Abandonment of a portion of unopened
Houston Avenue Right of Way
Port Bolivar

Gentlemen

On November 13, 2012, Commissioner' Court approved the petition from Edith and Max Watson and fifteen additional adjacent property owners to abandon a portion of unopened Houston Avenue in Port Bolivar. Petitioners have now fulfilled all of the requirements for the abandonment and have submitted to us a checks totaling \$59,520 00, representing the appraised value of the land. In this connection, we are attaching copies of Affidavit, Notice, and the original Order of Abandonment.

If you agree to this transaction, please authorize Judge Henry to execute the Order of Abandonment on behalf of Galveston County. Please have a certified copy of the original instrument recorded in the County Clerk's office. After recording, the recorded certified copy should be returned to the Right of Way Department.

Yours very truly,


Claudette Fickessen

cf
Encls

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Edith Havard Watson, of Port Boliver, Texas, who, being first duly sworn on his oath says that she is over eighteen (18) years of age and she is not incapacitated in any way, that she is one of the Petitioners in the attached copy of a Petition to Abandon a Portion of a portion of an unopened right of way located in Port Bolivar, Texas, described as follows, to-wit

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 20th Street to the Southwesterly right of way line of 21st street, containing 24,800 S/F (80' x 310')

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 21st Street to the Southwesterly right of way of 22nd Street, containing 24,800 S/F (80' x 310')

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 22nd Street to the Southwesterly right of way line of 23rd Street, containing 24,800 S/F (80' x 310')

That Petitioner has given at least twenty (20) days notice by written advertisement of this Petition to Abandon the above listed right of way in Port Bolivar, Galveston County, Texas, at the beginning and the end of the portion of the right of way sought to be abandoned, the Galveston County Courthouse and at two additional public places located in the vicinity of the above described property, to-wit:

Post Office
Fisherman's Cove

FURTHER such Notices were posted at the places designated above on December 11, 2012, and remained posted at such placed for over twenty (20) days after the date of such posting

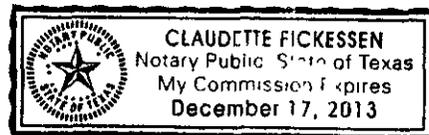
Edith Havard Watson
Edith Havard Watson

STATE OF TEXAS

SUBSCRIBED AND SWORN TO BEFORE ME by the said Edith Havard Watson on this the 11th day of December, 2012, to certify which witness my hand and seal of office.

Claudette Fickessen
Notary Public in for The State of Texas

AFFIDAVIT



*forwarded
11-13-12*

NOTICE

**PETITION TO CLOSE A PORTION OF UNOPENED HOUSTON AVENUE
RIGHT OF WAY LOCATED IN PORT BOLIVAR
GALVESTON COUNTY, TEXAS**

TO: All persons interested in the discontinuance of a portion of a County alley right of way in Galveston County, Texas, more specifically described as follows, to-wit

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 20th Street to the Southwesterly right of way line of 21st street, containing 24,800 S/F (80' x 310')

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 21st Street to the Southwesterly right of way of 22nd Street, containing 24,800 S/F (80' x 310')

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 22nd Street to the Southwesterly right of way line of 23rd Street, containing 24,800 S/F (80' x 310')

You are hereby notified that the undersigned freeholder of Precinct No.1 of Galveston County, Texas, have filed with the Commissioners' Court of Galveston County a Petition and Application for the Permanent Abandonment and Discontinuance of this portion of a county right of way as herein above described, and that said matter will be heard by Commissioners' Court on the 11th day of December 2012, at 9 30 a m or as soon thereafter as convenient to the Commissioners' Court of Galveston County, Texas

WITNESS OUR HANDS, this the 25 day of October, 2012

Max Watson
Max Watson

Edith Watson
Edith Watson

Randal R. Spann
Randal Spann

Karla Spann
Karla Spann

Elizabeth Mellor

Wayne Paulus
Wayne Paulus

Don Weaver
Don Weaver

Victor Emanuel
Victor Emanuel

Daisy Jones
Daisy Jones

James Erwin
James Erwin

Mary Jo May
Mary Jo May

Anastasia Bukowski
Anastasia Bukowski

Dorothy Weaver
Dorothy Weaver

Dewey Jones
Dewey Jones

Nancy Borel
Nancy Borel

Karen Erwin
Karen Erwin

Edward W Bukowski

Edward W. Bukowski

NOTICE

**PETITION TO CLOSE A PORTION OF UNOPENED HOUSTON AVENUE
RIGHT OF WAY LOCATED IN PORT BOLIVAR
GALVESTON COUNTY, TEXAS**

TO: All persons interested in the discontinuance of a portion of a County alley right of way in Galveston County, Texas, more specifically described as follows, to-wit.

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 20th Street to the Southwesterly right of way line of 21st street, containing 24,800 S/F (80' x 310')

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 21st Street to the Southwesterly right of way line of 22nd Street, containing 24,800 S/F (80' x 310)

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 22nd Street to the Southwesterly right of way line of 23rd Street, containing 24,800 S/F (80' x 310')

You are hereby notified that the undersigned freeholder of Precinct No 1 of Galveston County, Texas, have filed with the Commissioners' Court of Galveston County a Petition and Application for the Permanent Abandonment and Discontinuance of this portion of a county right of way as herein above described, and that said matter will be heard by Commissioners' Court on the 13th day of November, 2012, at 9:30 a.m or as soon thereafter as convenient to the Commissioners' Court of Galveston County, Texas.

WITNESS OUR HANDS, this the 25 day of October, 2012

Max Watson

Edith Watson

Randal Spann

Karla Spann

Elizabeth Mellor
Elizabeth Mellor

Wayne Paulus



**CERTIFIED COPY
GALVESTON COUNTY COMMISSIONERS' COURT**

RE: AGENDA ITEM NO. 9

Consideration of Order of Abandonment on Portion of unopened Houston Ave. Port Bolivar

Motion to Approve by County Judge Henry and seconded by Commissioner O'Brien that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark

Nay: (None)

Abstain: (None)

Absent: (None)

STATE OF TEXAS §

COUNTY OF GALVESTON §

I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas, do hereby certify that the attached is a true and correct copy of that certain:

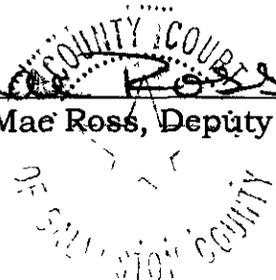
RE: AGENDA ITEM NO. 9

as passed by the Commissioners' Court on the 20th day of December, 2012, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th DAY OF DECEMBER, A. D., 2012.

DWIGHT D. SULLIVAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Galveston County, Texas

By: Mae Ross
Mae Ross, Deputy



STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**ORDER OF ABANDONMENT & DISCONTINUANCE OF A PORTION OF
HOUSTON AVENUE STREET BETWEEN 20TH STREET & 23RD STREET**

PORT BOLIVAR, GALVESTON COUNTY, TEXAS

On this the 20th day of December, 2012, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled session with the following members thereof present

MARK HENRY, County Judge,
PATRICK DOYLE, Commissioner, Precinct No 1,
KEVIN O'BRIEN, Commissioner, Precinct No 2,
STEPHEN HOMES, 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

There came on to be heard the Application of Max & Edith Watson, Randal & Karla Spann, Elizabeth Mellor, Wayne Paulus, Don & Dorothy Weaver, Victor Emanuel, Dewey & Daisy Jones, Nancy Borel, James & Karen Erwin, Mary Jo May, and Edward W & Anastasia Bukowski, seventeen (17) freeholders of Precinct No 1 in Galveston County, Texas, requesting the Commissioners' Court of Galveston County to adopt this Order of Abandonment and Discontinuance vacating, abandoning and closing that certain unopened and unused portion of right of way, more particularly described as follows, to-wit

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 20th Street to the Southwesterly right of way line of 21st street, containing 24,800 S/F (80' x 310')

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 21st Street to the Southwesterly right of way of 22nd Street, containing 24,800 S/F (80' x 310)

Houston Avenue Right of Way (80 feet) from the Northeasterly right of way line of 22nd Street to the Southwesterly right of way line of 23rd Street, containing 24,800 S/F (80' x 310')

It appearing to the Court that the right of way described herein has never been opened or used as public right of way nor has the County of Galveston ever exercised any control, right of control, jurisdiction and dominion, either for itself or in behalf of the public generally, by working or spending money on the same or by any other act or in any other manner, nor has said right of way ever been opened by a jury of view, and it further appearing that there is not now any public need for the opening and maintaining of said right of way by the County of Galveston and that the burdens and liabilities which would be imposed upon the County of Galveston, Texas, by opening and maintaining the same would not be justified by the advantages which the opening and maintenance of same would give to the public

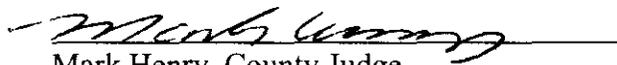
It further appears to the Court that if said right of way is abandoned, Petitioners are willing to pay to the County of Galveston the fair market value of the right of way, which the Court finds pursuant to written appraisal to be Fifty-Nine Thousand, Five Hundred and Twenty and no/100 (\$59,520 00) Dollars Petitioners understand this abandonment is subject, however, to any rights acquired by any private citizen by prescriptive easement, if any, as well as subject to both public utility or common carrier easements, and/or other easement(s), if any, of record and on the ground

IT IS THEREFORE ORDERED AND DECREED that for and in consideration of the total sum of Fifty-Five Thousand, Five Hundred and Twenty no/100 (\$59,520 00) Dollars, the tract of land designated above be VACATED, ABANDONED, AND CLOSED as public right of way, and every claim or right of the County of Galveston or the general public has or may have in the unopened and unused right of way described herein is hereby released and relinquished forever

IT IS FURTHER ORDERED BY THE COURT that the foregoing Order be and it is hereby adopted and is made the Order of the Court and the Clerk will spread the same upon the minutes of the Court

UPON MOTION OF COUNTY JUDGE, Mark Henry,
SECONDED BY COMMISSIONER O'Brien,
and unanimously carried and adopted by the affirmative vote of each and all of the members of the Court

COUNTY OF GALVESTON, TEXAS


Mark Henry, County Judge

ATTEST

Dwight D Sullivan, County Clerk

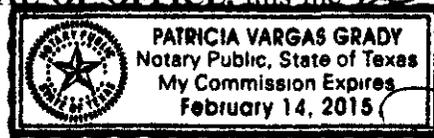
By:  Deputy
Mae Ross,

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF GALVESTON }

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared MARK HENRY, County Judge of the County of Galveston, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said County of Galveston, a political subdivision of the State of Texas, that he was duly authorized to perform the same by appropriate resolution of the Galveston County Commissioners' Court and that he executed the same as the act of such body for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of December, 2012



Patricia Vargas Grady

Notary Public for the State of Texas
My Commission expires.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan
2012069793

December 20, 2012 04 46 37 PM

FEE \$32 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA

ITEM

#10



COUNTY of GALVESTON

Galveston County Museum

123 Rosenberg, Suite 4157 • Galveston, Texas 77550

409-766-2340

December 10, 2012

Ms Connie Nicholson
Community Services Department
County of Galveston
722 Moody Ave , 5th Floor
Galveston, TX 77550

Dear Ms Nicholson

Enclosed is the final list of donations to the Galveston County Museum for calendar year 2012. The list shows the donor and the items received for the Museum collection. This list should be presented for approval ("Receive and File") at the next opportunity at Commissioners' Court.

Thank you very much

Sincerely,

A handwritten signature in cursive script, which appears to read "Helen D. Moody".

encl 2012 museum donations

Galveston County Museum
Final List of Donations for Calendar Year 2012

- 1 Nick Brown Five black and white negatives of Alfred Muller family members
- 2 Ralph Stenzel Photo of Algoa, Texas, Post Office
- 3 Alecyia Gallaway Photo of Nursery Display, Playbill for *The Lone Star*, performed at Galveston Summer Musicals, 1973
- 4 Sheryl Leonard 8 x10 black and white photo taken at Veranda Ballroom, Hotel Galvez, 1956
- 5 Sharon Worley Acrylic on canvas painting, *Siegfried's Voyage*
- 6 Helen Mooty Sheet music, *Rosie O'Ryan*, 1926
- 7 Karen Meyers Newton Two menus and two dinner tickets from Hollywood Dinner Club
- 8 Jennifer Marines Five Galveston postcards

AGENDA

ITEM

#11



Senate Bill 18 Compliance – Documentation Received

Updated 12/11/2012

[Sign up to receive e-mail updates when this page changes](#)

[Texas Rural Water Association Submissions \(PDF, 62K\)](#)

The Comptroller's office has received documentation of eminent domain authority from the entities listed in the list below

The Eminent Domain Documentation Received list will be updated on a daily basis. Entities submitting documentation should allow at least 10 days after the postmark date to appear on the list.

NOTE: The lists are only a confirmation of receipt and not verification of compliance. Consult the appropriate legal counsel for verification of statutory compliance.

How to apply » For questions, e-mail us at sb18compliance@cpa.state.tx.us

Eminent Domain Documentation Received

- 3B & J Municipal Utility District
- 439 Water Supply Corporation
- Abbott Independent School District
- Abilene Independent School District
- Abilene-Taylor County Venue District
- Ables Springs Water Supply Corporation
- Ables Springs Water Supply Corporation
- Acacia Natural Gas Corporation
- Acequia Water Supply Corporation
- Acton Municipal Utility District
- Adams Garden Irrigation District No. 19
- Adams Gardens Irrigation District Cameron County #19
- Addicks Utility District

- Frisco Independent School District
- Frognot Water Supply Corporation
- Frost Independent School District
- Fruitvale Independent School District
- Fruitvale Water Supply Corporation
- Fry Road Municipal Utility District
- Fry Road Municipal Utility District
- Ft Elliott Consolidated Independent School District
- Fuels Cotton Valley Gathering, LLC
- Fulshear Development Corporation
- Fulshear Municipal Utility District No 1 of Fort Bend County
- G-M Water Supply Corporation
- G&W Water Supply Corporation
- Games County
- Gamesville Economic Development Corporation
- Gamesville Independent School District
- Gamesville Texas Housing Authority
- Galena Park Independent School District
- Galveston College
- Galveston County
- Galveston County Consolidated Drainage District
- Galveston County Drainage District
- Galveston County Fresh Water Supply District No 6
- Galveston County Municipal Utility District No 12
- Galveston County Municipal Utility District No 14
- Galveston County Municipal Utility District No 15
- Galveston County Municipal Utility District No 18
- Galveston County Municipal Utility District No 2 of Galveston County, Texas
- Galveston County Municipal Utility District No 3
- Galveston County Municipal Utility District No 30
- Galveston County Municipal Utility District No 31
- Galveston County Municipal Utility District No 32
- Galveston County Municipal Utility District No 34
- Galveston County Municipal Utility District No 35
- Galveston County Municipal Utility District No 36
- Galveston County Municipal Utility District No 39
- Galveston County Municipal Utility District No 43
- Galveston County Municipal Utility District No 44
- Galveston County Municipal Utility District No 45
- Galveston County Municipal Utility District No 46
- Galveston County Municipal Utility District No 51
- Galveston County Municipal Utility District No 52
- Galveston County Municipal Utility District No 54
- Galveston County Municipal Utility District No 55
- Galveston County Municipal Utility District No 56
- Galveston County Municipal Utility District No 57
- Galveston County Municipal Utility District No 58
- Galveston County Municipal Utility District No 59
- Galveston County Municipal Utility District No 60
- Galveston County Municipal Utility District No 61
- Galveston County Municipal Utility District No 62



AGENDA

ITEM

#12



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**Galveston County
Texas**

For the Fiscal Year Beginning

October 1, 2012

Christopher P. Morrell *Affrey R. Egan*

President

Executive Director



The Government Finance Officers Association
of the United States and Canada

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

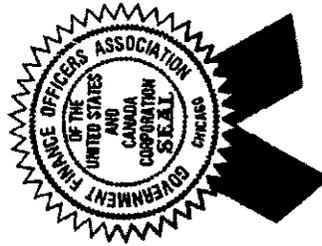
Finance & Administration
Galveston County, Texas

The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Executive Director

Date

November 29, 2012





Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312 977 9700 fax 312 977 4806

November 29, 2012

Mr Mel Trammell
Finance Administration Director
Galveston County
722 Moody
Galveston, TX 77550

Dear Mr Trammell:

I am pleased to notify you that Galveston County, Texas has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to

Finance & Administration

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

Stephen J. Gauthier, Director
Technical Services Center

Enclosure



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312 977 9700 fax 312 977 4806

November 29, 2012

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **Galveston County, Texas** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Finance & Administration**.

For budgets including fiscal period 2011, 1,328 entities received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving over 17,500 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

AGENDA

ITEM

#13



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1 Date of Request 12/11/12		2 Contract Type Expense <u>Revenue</u> Other			3 Renewal Contract Yes/No <u>Yes</u>		
4 Department Name LOCAL				5 Department Contact			
6 Description: LEASE WITH USE, GOVT TO USE OLD JAIL + PARKING GARAGE JAIL FOR MILITARY TRAINING							
7 IFAS PEID No		8 IFAS Req No		9 Orgkey		10 Object Code	
11 Vendor ...				12 Vendor Contract No			
13 Requested Legal Review Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
22 Totals							
To Be Completed By Purchasing Department							
Contract Start Date 1/1/13		Auto Renewal Contract Yes / No			Bid No:		
Contract End Date: 1/31/13		Contract # Issued By Purchasing. CM13083					

Approved By _____ Signature _____ Date _____

Department Head **[Signature]** 12/11/12

Assistant Purchasing Agent **[Signature]** 12/11/2012

County Legal. _____

Contract listed in Budget Documentation Yes / No _____

County Budget Office. **[Signature]**

DEPARTMENT OF THE ARMY LICENSE

Licensors, the County of Galveston, a political subdivision of the State of Texas, is the owner of certain real property that the United States of America, hereafter "the Government," requests to use for precision military S W A F type training. Licensors hereby grants a license to the Government, upon the following terms and conditions

1 Revocable License. Licensors grants to the Government a revocable license to enter into and upon the lands and premises described in paragraph 9 below on 24 January, 2013 and on 30 January, 2013 in order to conduct military training

2 Compensation. Licensors provides this license for the sum of \$4,000

3 Scope of Training Activities. The training event will include the use of live and training munitions, including simunitions (paint balls), small explosive charges used to enter buildings and rooms quickly, tactical movement of soldiers in and around the property, noise making distraction devices, room entry and clearance, building climbing, and the use of rotary and fixed wing aircraft. The specific training activities that will be conducted pursuant to this license agreement will be discussed and agreed to between the Licensors and the Government during the walkthrough, described in paragraph 4, below

4 Walkthrough. Prior to the Government's use of the premises under this license, representatives of the Government and Licensors (i.e. its County Architect and Director of County Facilities) will conduct a walkthrough of the premises to observe the general condition of the buildings and to discuss required preparations, the scope of training activities, and likely repairs by the Government, if any, that will be necessary as a result of the training. The Government will prepare a written memorandum to document the scope of the training activities, repairs that the Government will perform at the conclusion of the training event, and the results of the walkthrough. Should Licensors elect not to participate in the walkthrough, the Government will attach the memorandum to this license. Subsequent to the training event representatives of the Government and Licensors will conduct a second walkthrough to discuss cleanup and repair issues, if any

5 Liability.

a Government Liability to Licensors or Third Parties. The Government is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680, or the Military Claims Act (MCA), 10 U.S.C. § 2733, as applicable, to Licensors and any third parties for any injury to persons or damage to property proximately caused by the acts or omissions of Government employees acting within the scope of their employment. The Government agrees to return the property to the Licensors in substantially the same condition it was prior to the training event, unless otherwise agreed upon. The Government reserves the right to make repairs to the property that would return it to the condition that existed at the start of the license or will pay Licensors fair market value for such damages. If the repairs are not made by the Government, and if the Licensors makes a claim for damages against the Government, the Government will exercise due diligence in processing the claim(s) and make payment as soon as is reasonably practical under the circumstances. The right to make repairs should not be construed as a modification of the rights and obligations under the FTCA

or MCA. Licensor or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated for adequately by the Government using other means. The FTCA provides a means of recovery for negligent acts by government personnel. The MCA provides a means of recovery for damages or injuries caused by military personnel conducting non-combat activities, including training, that are not the result of negligent acts. In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA.

b. Licensor Liability to the Government. Licensor is not liable to Government for damage or destruction to Government property or equipment, or injury or death to Government personnel. LICENSOR makes no representation that the property is suitable for the contemplated training. Government representatives will inspect and evaluate the suitability and safety of the property for the proposed training. The Government acknowledges that these premises may contain hazardous conditions and/or materials.

6. Contract Damages to Property. Licensor agrees to notify the Government of any damage to the premises, beyond that discussed by the parties by no later than 5:00 p.m. CST, 4 February 2013. Failure to notify the Government within the five (5) day period constitutes a waiver of such damage claim. Payments made by the Government under this license are subject to the availability of funds for such purpose and will be made as soon as is practicable after the date of notification by Licensor.

7. Security. Licensor agrees not to enter or grant permission to others to enter onto the premises during a period of training without prior permission of the Government. Licensor consents to the Government's placement of guards at various points to prevent observation and participation in the training by persons not authorized to do so. Licensor may, however, enter the premises at any time to revoke this license.

8. Licensor's Representation. Licensor makes no representation as to whether the premises are occupied or vacant. It is solely the Government's responsibility to determine and maintain the vacancy of the premises throughout the term of this license. Licensor represents only that neither Licensor nor any of its agents, contractors, or employees shall enter the premises during the period of this license without Government consent, except to revoke the license pursuant to paragraph 7, above.

9. Property Description. The lands or premises affected by this license are located in the City of Galveston and are further described as follows:

Old Galveston County Jail
715 19th Street
Galveston, Texas 77550

Galveston County Parking Garage Jail
Ball Street (Avenue H) between 19th and 20th Streets
Galveston, Texas 77550

10. Facsimile. The parties agree that a facsimile copy of this license bearing signatures of Licensor's and the Government's representatives are valid for all purposes.

United States of America

By *Donald P. Hughes*
Government Representative

Phone (910) 643-5423

FAX (910) 643-0686

Address for notice

P O Box 70660

Fort Bragg, North Carolina 28307-5000

County of Galveston

Mark A. Henry
Mark A. Henry
County Judge

Attest _____

Dwight D. Sullivan

County Clerk

Phone (409) 766-2244

Mark Henry [@co.galveston.tx.us](mailto:mark.henry@galveston.tx.us) (email)

By: *Mae Ross* Deputy
Mae Ross

Address for notice

Mark A. Henry

County Judge

County of Galveston

722 Moody (21st)

Galveston, Texas 77550

Depts./Facilities/US Army Jail Lease

LICENSE No---: #JLP-1398-CR1

Date: 11 December 2012

MEMORANDUM BETWEEN LICENSOR AND GOVERNMENT

SUBJECT: Building Walk-through/Waiver

1. As a result of the walk-through/waiver conducted on 11 December 2012 by representatives of the Government and the Licensor at the following location, to-wit:

Galveston County Parking Garage Jail
Ball Street (Avenue H) between 19th and 20th Streets
Galveston, Texas 77550

the following agreements were made:

- a. Explosive door breaching: On pre-selected doors, Doors will be marked in a pre-determined manner, consult with SOTF engineer prior to training.
- b. Mechanical door breaching: On pre-selected doors, Doors will be marked in a pre-determined manner, consult with SOTF engineer prior to training.
- c. Explosive window breaching: On pre-selected interior windows, windows will be marked in a pre-determined manner, consult with SOTF engineer prior to training.
- d. Mechanical window breaching: On pre-selected interior windows, windows will be marked in a pre-determined manner, consult with SOTF engineer prior to training.
- e. Other breaching (vaults, walls, roofs, etc.): On pre-selected interior walls, walls will be marked in a pre-determined manner, consult with SOTF engineer prior to training.
- f. Re-securing/closing the building: Building will be re-secured using existing doors and locks.
- g. Debris removal: Using unit will remove and dispose of any debris that is a direct result of the training they conducted
- h. Climbing limitations: Climbing allowed
- i. Off limit areas: SOTF Engineer will mark any off limits areas with a white tape "X" prior to training and after consulting with the County of Galveston facilities department.
- j. Additional points: SOTF Engineer will contact the County of Galveston facilities department prior to the beginning of training so that he and a representative can walk the building and mark all windows, doors, walls and jail cells that may be used for training. Day/Night Helicopter operations are allowed. The use of Banger type distraction devices is allowed. Paint sim-munitions are allowed, cutting torches may be used during the breaching of doors.

County of Galveston
Licensor's Representative

John Pearson
Government Representative


(Signature)
County Judge Mark Henry
Depts/Facilities/US Army Walkthrough Old Jail


(Signature)

LICENSE No #JLP-1398-CR1

Date _____

MEMORANDUM BETWEEN LICENSOR AND GOVERNMENT

SUBJECT Building Walk-through/Waiver

1 As a result of the walk-through/waiver conducted on _____ by representatives of the Government and the Licensor at the following location, to-wit

Old Galveston County Jail
715 19th Street
Galveston, Texas 77550

the following agreements were made

a Explosive door breaching _____

b Mechanical door breaching _____

c Explosive window breaching _____

d Mechanical window breaching _____

e Other breaching(vaults, walls, roofs, etc) _____

f Re-securing/closing the building _____

g Debris removal _____

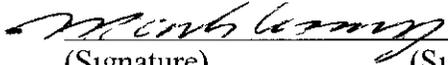
h Climbing limitations _____

i Off limit areas _____

j Additional points _____

Government Representative

County of Galveston
Licensor's Representative



(Signature)

(Signature)

County Judge, Mark Henry
Depts/Facilities/US Army Walkthrough Old Jail

AGENDA

ITEM

#14a



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 13, 2012

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

Re: RFP #B132002, Sex Offender Treatment Services

Gentlemen,

The Community Supervision and Corrections Board met and approved awarding a contract with the providers listed below for sex offender treatment services associated with RFP #B132002, Sex Offender Treatment Services

- Collier Cole, Ph D
- O'Brien Counseling Services, Inc
- Rosslyn Granger

Per guidelines specified in the Texas Government Code, Chapter 76, Section 76 002, the department director, among other itemized duties in Section 76 004, is responsible for "negotiating and entering into contracts on behalf of the department "

By consent, the Commissioners Court agrees with the provisions as stated

Respectfully submitted,

Rufus Crowder /dm

Rufus G Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Attachments

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
GALVESTON COUNTY

2516 TEXAS AVENUE ~ TEXAS CITY TEXAS 77590
409-770-5808 FAX 409-770-5889

Janis Bane, Director



Dan Moore, Deputy Director

December 13, 2012

Mr Rufus Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

Dear Mr Crowder,

The Galveston County Community Supervision and Corrections Department has completed the process for selecting contract providers for sex offender treatment services for FY 2013-1014. The contracts are in effect beginning January 1, 2013. The providers selected from the RFP process are listed below.

Collier Cole, Ph D
O'Brien Counseling Services, Inc
Rosslyn Granger

According to the Texas Government Code, Chapter 76, Section 76 002, "each judicial district and the statutory county court judges trying criminal cases shall establish a community supervision and corrections department and approve the department's budget and community justice plan." Furthermore, Section 76 004 describes the judges' responsibility to appoint a department director. The department director, among other itemized duties in Section 76 004, is responsible for "negotiating and entering into contracts on behalf of the department."

Thank you for your assistance in the RFP process. A signed copy of each contract is attached.

Sincerely,

A handwritten signature in cursive script that reads "Janis".

Janis Bane, Director
123 Rosenberg
Galveston, Texas 77550

Galveston County
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
Request For Proposal Evaluation
Sex Offender Service Providers - 2012

Criteria (6 evaluators)	Service Provider				
	Rosslyn Granger	Adult Psych	Collier Cole	O'Brien Counseling	
Maximum 25 Points X 6 Proposed price per unit	141	69	98	127	
Maximum 15 Points X 6 RFP Completion	64	57	42	90	
Maximum 15 Points X 6 Qualifications	88	78	77	89	
Maximum 15 Points X 6 Previous 5-year accomplishments	88	74	71	86	
Maximum 15 Points X 6 Evaluation and monitoring procedures	88	60	67	88	
Maximum 15 Points X 6 Other factors: locations; hours; referral acceptance	86	67	67	85	
TOTAL SCORE	555	405	422	565	

AGENDA

ITEM

#14b



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

December 13, 2012

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

Re: Local Government Purchasing Cooperative – BuyBoard Rebate Check

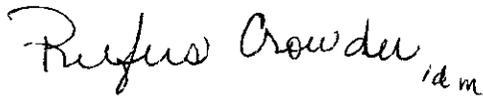
Gentlemen,

As a result of the growth of The Local Government Purchasing Cooperative and Galveston County commissioners' Court's cooperative involvement in the Local Government purchasing Cooperative – BuyBoard, distribution of 2.9 million is being rebated to eligible members. As a direct result of the County's involvement in fiscal year 2011-12 a check totaling \$223,87 has been forwarded to the County Treasurer for deposit into the general fund.

A copy of the check is attached for your review.

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives.

Respectfully submitted,

Handwritten signature of Rufus G. Crowder in cursive script, with the initials "idm" written to the right of the signature.

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston County

/dam
Attachments



P O Box 400
Austin, TX 78767-0400
800 695 2919 | 512 467 0222 | Fax 800 211 5454
buyboard.com

December 3, 2012

Dear BuyBoard member

We are pleased to present your organization with the enclosed rebate check

Because of your participation and confidence in The Local Government Purchasing Cooperative and BuyBoard®, the program has grown tremendously over the last few years. The purchasing volume exceeded \$596 million for the 2011-12 fiscal years, and membership has grown to over 4,000 members throughout the state.

As a result of the continued growth, the Coop is sending rebate checks to eligible members. The rebate is reflective of the Coop collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of \$2.9 million to be rebated to 1,096 members, with each entity's rebate based on the amount of vendor service fees generated by its purchases. The enclosed check results from your participation in the Cooperative for the 2011-12 fiscal years.

Our goal is to continue to offer high-quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Cunningham".

Mr. Charles Cunningham
Chair
The Local Government Purchasing Cooperative



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

The Local Government Purchasing Cooperative
 P O Box 400
 Austin, Texas 78767-0400
 (800) 695-2919

JPMorgan Chase Bank, N A , Dallas, TX
 Controlled Disbursement

88-88/1113 00008865

11/26/2012

Vendor No 84275

TWO HUNDRED TWENTY THREE AND 87/100*****

\$*****223.87

VOID IF NOT CASHED IN 90 DAYS

PAY TO THE ORDER OF GALVESTON COUNTY
 722 MOODY AVE, 5TH FLOOR
 GALVESTON TX 77550



VOID IF OVER \$223.87

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing Cooperative
 P O Box 400
 Austin, Texas 78767-0400
 (800) 695-2919

Net Amount \$*****223.87
 Payee Name GALVESTON COUNTY

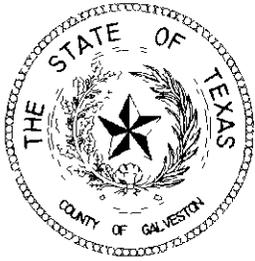
00008865
 11/26/2012

Invoice Number	Invoice Date	Description	Gross	Discount	Amount Paid
112812	11/7/2012	2011-12 COOP BUYBOARD REBA	223.87		223.87
TOTAL			223.87		223.87

AGENDA

ITEM

15 A



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1 Date of Request 12/5/2012		2 Contract Type Expense Revenue <u>Other</u>			3 Renewal Contract Yes <u>No</u>		
4 Department Name Information Technology				5 Department Contact JJ Allen			
6 Description Sprint End User Agreement Wireless & VOIP Telecommunications Services H-GAC Contract #CW10-09 <i>Cell ONLY</i>							
7 IFAS PFID No 707542		8 IFAS Req No		9 Orgkey 1101159100		10 Object Code 5492111	
11 Vendor Sprint Solutions, Inc				12 Vendor Contract No			
13 Requested Legal Review Yes <u>No</u> (Explain if No) Standard H GAC Agreement Update							
Expenditure Budget / Revenue Projections							
14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
N/A <i>Gen Fund</i>	N/A <i>1101</i>	N/A <i>96000</i>	N/A	N/A	N/A	N/A	N/A
22 Totals							
To Be Completed By Purchasing Department							
Contract Start Date <i>12/12/12</i>		Auto Renewal Contract Yes <u>No</u>		Bid No <i>51A</i>			
Contract End Date <i>12/17/13</i>		Contract # Issued By Purchasing <i>CM13080</i>					

*updated contract needed
for departmental
Billing updates*

	Approved By	Signature	Date
Department Head	<i>Admin Cook</i>	<i>JJ Allen</i>	<i>12-10-12</i>
Purchasing Agent			
County Legal		<i>[Signature]</i>	<i>12-10-12</i>
Contract listed in Budget Documentation Yes / No			
County Budget Office		<i>[Signature]</i>	<i>12/11/2012</i>

**END USER AGREEMENT
WIRELESS & VOIP TELECOMMUNICATIONS SERVICES
H-GAC CONTRACT #CW10-09**

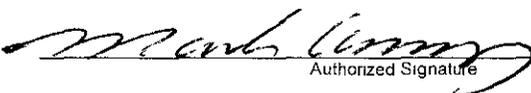
This End User Agreement ("Agreement") is entered into between Sprint Solutions, Inc ("Sprint") and County of Galveston - Cell Only, ("End User") under the Houston Galveston Area Council ("H-GAC") the Contract for Wireless & VOIP Telecommunications Services No CW10-09 dated October 1, 2009, as amended ("H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to End Users who have entered into an Interlocal Contract with H-GAC

Sprint and End User agree as follows

- 1 Relationship of Parties** By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract Upon execution of the Agreement by End User, End User will be eligible to submit orders for the Equipment and Services set forth in the H-GAC Contract
- 2 End User Terms and Conditions** By signing this Agreement, End User agrees to be bound by the Sprint End User Standard Terms and Conditions for Communication Services ("End User Terms and Conditions") which are incorporated into this Agreement by this reference as posted to www.sprint.com/hgac Sprint may change its End User Terms and Conditions from time-to-time without notice
- 3 Wireline Charges (Do not complete this Section if purchasing wireless Services only under the H-GAC Contract)** If End User is purchasing Sprint wireline Services and Equipment through the H-GAC Contract, please complete the following information below
 - A** Sprint will provide the wireline Services and Equipment at the prices specified in Quote # N/A dated N/A, as attached to this Agreement and incorporated by this reference The terms and conditions of this Agreement will take precedence over any contrary statements in the Quote
- 4 Payment** If End User is a Texas government agency, End User will comply with Chapter 2251, Texas Government Code, in making payments to Sprint The statute states that payment for goods and services are due thirty (30) days after the goods are provided, the services completed or a correct invoice is received, whichever is later Payment under the H-GAC Contract shall not foreclose the right to recover wrongful payments
- 5 End User Information** The following is the relevant End User contact information

Name County of Galveston - Cell Only
 Billing Address 722 21st St. Fl 2 Suite 202
Galveston, Tx. 77550-2318
 Billing Contact JJ Allen
 Phone Number (409) 766-2220
 Email Address IT-Admin@co.galveston.tx.us

- 6** In order to become effective this Agreement must be executed by a duly authorized representative of End User and delivered to Sprint no later than 30 days after signing Upon End User's execution of this Agreement, it shall be deemed accepted by Sprint without counter-signature, provided that, End User does not make any modifications, addition, supplement and/or other change(s) ("Changes") to this Agreement or to the End User Terms and Conditions Any Changes to this Agreement or the End User Terms and Conditions by End User shall render this Agreement null and void

By 
 Authorized Signature

Date 12/20/2012

Name and Title Mark Henry, County Judge
 (please type or print)

Address 722 21st St. 2nd Fl., Ste. 200
Galveston, Tx. 77550

**SPRINT END USER STANDARD TERMS AND CONDITIONS
FOR COMMUNICATION SERVICES
("End User Terms and Conditions")**

1 GENERAL

- 1.1 Eligibility** The terms and conditions of this End User Terms and Conditions ("Agreement") have been customized for federal, state, and local government entities and agencies. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.
- 1.2 Rates and Conditions Website** End User's use of Sprint Products or Services is also governed by the applicable Tariffs, Schedules, or Product and Service annexes posted at <http://www.sprint.com/ratesandconditions>.
- 1.3 Order of Precedence** If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) the End User Agreement entered into between Sprint Solutions, Inc. and End User, (b) this Agreement, including all relevant attachments, (c) the H-GAC Contract, and (d) posted or referenced terms. Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

- 2 TERM** The term for which Services shall be provided by Sprint shall commence on the completion of the Standard Order Process provided in Section 3.1 (B) ("Effective Date") and continue for a period of 12 months from the Effective Date ("Order Term"). Thereafter, the Agreement between Sprint and End User shall automatically renew for an additional two one-year periods unless either Party notifies the other in writing at least 30 days prior to the end of the then current 12-month period. In the event that the H-GAC Contract terminates for any reason or expires, and the Order Term is still in effect, the Order Term will continue pursuant to the terms and conditions in this Agreement.

3 ORDERS AND CHARGES**3.1 Orders**

- A Purpose and Effect** Orders describe the Products and Services being purchased, including quantity, delivery destinations, and any other information required by the Agreement. Except as required by applicable law or regulation or a "special customer arrangement" form signed by both parties, the terms and conditions appearing in an Order or in any acknowledgment or acceptance of an Order will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.
- B Standard Order Process** Only persons authorized by End User will issue Orders under the Agreement. Orders are complete when the following actions occur: (1) End User providing Sprint a copy of its H-GAC Interlocal Contract ("ILC") number, (2) End User issues a Purchase Order, or other acceptable form of payment authorization, with the Sprint/H-GAC Contract Number, and (3) Sprint delivers the Products or Services ordered and/or activates the End User's service.
- C Cancellation or Rejection** End User may cancel an Order at any time before Sprint ships the Order or begins performance, but End User must pay any actual costs incurred by Sprint due to End User's cancellation. Sprint may reject or cancel an Order for any reason, including End User's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify End User of rejected or canceled Orders.
- D Shipping** Sprint will ship wireless Products to the delivery location specified in End User's Order. Risk of loss to the wireless Products passes to End User upon the Products' arrival at the delivery location. Sprint will waive all standard shipping charges. Title to the wireless Products will pass to End User upon Sprint's receipt of payment in full for the Products.
- E Nonconforming Products** End User must return nonconforming wireless Products within 30 days of receipt or End User will be deemed to have accepted the Products. End User may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.
- F Returns** For details on Sprint's return policy, please visit sprint.com/returns. Sprint may change its return policy from time-to-time without notice, provided that End User will have a minimum of 14 days to return wireless Products.

G Cold Device Policy As consideration for End User receiving a subsidy or discount off of the Manufacturer's Suggested Retail Price (MSRP) for wireless device, End User agrees to activate the device for the applicable minimum order term. If End User receives a subsidy or discount off of the MSRP for any wireless device and End User retains the device beyond the applicable return policy period, then End User must (1) activate the device on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the device and (2) keep the device activated on its account for a minimum of 60 days. If End User fails to comply with these requirements, Sprint reserves the right to invoice End User for the amount of the subsidy or discount.

3.2 INSURANCE & SERVICE CONTRACT End User may purchase a bundled program of insurance (Equipment Replacement Program) and service contract (Equipment Service and Repair Program) that provides coverage to protect against loss, theft, damage or mechanical/electrical failure involving End User's wireless Products (collectively the "Total Equipment Protection" or "TEP"). TEP may not be available for all wireless Products. If End User purchases TEP, Sprint will waive repair fees under the service contract at the time of repair or replacement at a Sprint Service Repair Center. A per claim deductible will apply for approved insurance claims. Insurance is administered by third party insurers and not by Sprint. If End User selects TEP coverage, Sprint will charge End User a monthly insurance premium and service contract fee per covered wireless Product, and Sprint will remit the insurance premium portion to the third party insurer on End User's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party insurer. Terms of TEP coverage are available at the point of sale or in subsequent communications. If End User does not purchase TEP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products and End User will not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. End User may purchase the Equipment Replacement Program or the Equipment Service and Repair Program separately on a stand-alone basis.

3.3 Rates

- A Rates** End User will pay Sprint the rates and charges for Products or Services as set forth in the H-GAC Contract.
- B Fixed Rates and Percentage Discounts** The rates and discounts ("Discount") identified in the H-GAC Contract will remain fixed for the Term. Rates and discounts not fixed will be based on then-current Schedules, Tariffs, or price lists at the time of purchase. If pricing is stated only as a percentage discount off of a Schedule, Tariff rate, or list price, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.
- C Discount** While the End User will receive the Discount, if the State in which End User is receiving Services shall have a separate wireless services agreement with Sprint, the Discount shall not exceed the State's discount. If Sprint shall obtain a wireless service agreement with the State after the Effective Date and the State's discount is lower than the Discount, Sprint reserves the right to adjust the Discount.
- D Waiver of Activation Fees** Sprint will waive the nonrefundable activation fee for each End User account hierarchy. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.
- E Waiver of Fee for Standard Shipping** Sprint will waive standard delivery shipping fees for End User-Liable Active Units. Additional charges may apply for overnight shipping. Shipping fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.
- F Waiver of Early Termination Fee** Sprint will waive early termination fees per terminated End User-Liable Active Unit. Early termination fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

3.4 Wireless Device Discount, Upgrade Terms, Exclusions

- A Wireless Device Discount** New Corporate-Liable Active Units are eligible for a discounted device price based on a device Minimum Service Term of either 12 months or 24 months. The discounted device price for a device with a device Minimum Service Term of 12 months is at least equal to the 1-Year Net Price defined as 30% off the Suggested Retail Price. The discounted device price for a device with a device Minimum Service Term of 24 months is at least equal to the 2-Year Net Price defined as the Suggested Retail Price, less \$150.00, less the instant rebate (if any), less the mail-in rebate (if any). Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with the discounted device price(s) described in this Section 3.4 may change at any time in Sprint's sole discretion. The discounted device offer(s) described in this Section 3.4 may not be available in all sales channels.
- B Upgrade Terms** Existing Corporate-Liable Active Units with a 1-Year Net Price may be upgraded or replaced after 12 months of continuous service with End User commitment to a new device Minimum

Service Term Existing Corporate-Liable Active Units with a 2-Year Net Price may be upgraded or replaced after 20 months of continuous service with Customer commitment to a new device Minimum Service Term Sprint may in its sole discretion offer different upgrade terms for devices with a different discounted device price

- C Exclusions** The 2-Year Net Price does not apply to PowerSource devices or devices activated on the Nextel National Network ("Excluded Devices") The discounted device price and device Minimum Service Term for Excluded Devices are available by contacting End User's Sprint Account Representative and may change at any time in Sprint's sole discretion

- 3 5 Rate Adjustments** Sprint may impose on End User additional regulatory fees, administrative charges, and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges ("USF") based on interstate revenues derived from services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice End User the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions The amount of the fees and charges imposed may vary Sprint may impose additional charges or surcharges to recover increased access costs imposed on Sprint as a result of End User's specific traffic patterns, network configuration or routing protocol

3 6 Taxes

- A Taxes Not Included** Sprint's rates and charges for Products and Services do not include taxes End User will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website
- B Withholding Taxes** Notwithstanding any other provision of this Agreement, if a jurisdiction in which End User conducts business requires End User to deduct or withhold separate taxes from any amount due to Sprint, End User must notify Sprint in writing Sprint will then increase the gross amount of End User's invoice so that, after End User's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding
- C Tax Exemptions and Exclusions** Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by End User and statutory exemptions and will not bill End User for any such exempted taxes End User will not be responsible for payment of Sprint's direct income and employment taxes

4 BILLING AND PAYMENT

4 1 Invoicing

- A Commencement of Invoicing** Sprint may begin invoicing End User in full for non-recurring and recurring charges on the later of
- (1) the date the Products or Services are installed and made available, or
 - (2) the first day of the first bill cycle after the Effective Date
- B Delays** If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to an End User-caused delay, Sprint may bill End User as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date
- C Timing** In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears

- 4 2 Payment Terms** Sprint will invoice End User, and End User will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties Payment terms are net 30 days from the date of invoice receipt Invoices are deemed to have been received within 5 days of the invoice date If End User fails to make such payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by an applicable Tariff, state law or regulation End User may not offset credits owed to End User on one account against payments due on the same or another account without Sprint's written consent Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due End User's payment obligations include late charges and third party collection costs incurred by Sprint, including but not limited to reasonable attorneys' fees, if End User fails to cure its breach of these payment terms If End User elects to participate in the Preferred Pay Program, End User will remit payment using cash, check, or electronic funds transfer

- 4.3 Disputed Charges** If End User disputes a charge in good faith, End User may withhold payment of that charge if End User (A) makes timely payment of all undisputed charges, and (B) within 30 days of the due date, provides Sprint with a written explanation of End User's reasons for disputing the charge. End User must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify End User and, within 5 business days of receiving notice, End User must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit End User for the invalid charge.
- 4.4 Repayment of Credits or Waived Charges** If Sprint terminates a Service or the Agreement due to End User's material breach, or End User terminates a Service or the Agreement before the end of any applicable Order Term or minimum service term (unless due to Sprint's material breach), End User will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term or minimum service term at the time of termination. This provision does not apply to service level credits issued by Service outages.
- 5 CREDIT APPROVAL FOR NON-GOVERNMENTAL ENTITIES** Sprint's provision of Products and Services to non-governmental entities is subject to Sprint credit approval of the non-governmental entity. Additionally, if during the Term non-governmental entity's financial circumstances or payment history becomes reasonably unacceptable to Sprint, then Sprint may require adequate assurance of future payment as a condition of continuing Service. Sprint may provide the non-governmental entity's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.
- 6 WARRANTIES** EXCEPT AS, AND THEN ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.
- 7 EQUIPMENT AND SOFTWARE**
- 7.1 Third Party Equipment or Software** End User is responsible for any items not provided by Sprint (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, End User will promptly cure the problem. End User will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to End User, although Sprint will provide advance notice where practical. At End User's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.
- 7.2 Products** Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.
- 7.3 Software License**
- A Licensing Requirements** Where software is provided with a Product or Service, End User is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable End User to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided by Sprint or posted at www.sprint.com/ratesandconditions or otherwise provided to End User through click or shrinkwrap agreements.** Sprint may suspend, block or terminate End User's use of any software if End User fails to comply with any applicable licensing requirement.
- B Prohibitions** End User is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and End User may not reverse engineer, decompile, modify, or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will terminate and End User will surrender and immediately return the Sprint-provided software to Sprint, provided that End User is not required to return the software embedded in Products sold to End User under this Agreement.
- 7.4 Title to Equipment** Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to End User under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, End User will surrender and immediately return the Sprint-provided software to Sprint, provided that End User is not required to return the software embedded in Products sold to End User under this Agreement.

8 USE OF NAME, SERVICE MARKS, TRADEMARKS Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to End User's written consent with respect to each use, Sprint may use the End User's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Sprint.

9 END USER RESPONSIBILITIES

9.1 Installation For Products or Services requiring on-site installations, End User will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products or Services. End User is responsible for damage to Sprint-owned Products and Services located on End User premises, excluding reasonable wear and tear or damage caused by Sprint.

9.2 Use of Products and Services

A Acceptable Use Policy If End User purchases Products or Services, End User must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.

B Abuse and Fraud End User will not use Products or Services (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information, or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. End User will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via End User's facilities.

C Traffic Pumping/Access Stimulation If Customer's traffic patterns, routing protocols or network configuration generate access costs to Sprint that meet or exceed the revenues received from Customer, Sprint reserves the right, upon notice to Customer, to immediately suspend or terminate Services to Customer and Customer will be liable for charges incurred prior to termination, including any adjusted access charges.

D Permits, Licenses and Consents End User will obtain, all required permits, licenses, or consents that End User is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.

E Resale Prohibited End User may not resell or lease wireless Products or Services. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.

F Agency Relationship In countries where Sprint does not hold regulatory authority to provide the Services, Customer appoints Sprint as its agent to obtain, on Customer's behalf, from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Sprint, as Customer's agent pursuant to this section, will not make any representation or incur any liability for Customer.

10 PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE

10.1 Nondisclosure Neither party will disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will continue until 2 years after this Agreement expires or terminates. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of End User on the Effective Date, provided that the Affiliate has signed (a) an Affiliate Enrollment Form or (b) a non-disclosure agreement reasonably acceptable to Sprint and End User. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality, (B) is or becomes publicly known, through no wrongful act or omission of the Recipient, (C) is received without restriction from a third party free to disclose it without obligation to the Discloser, (D) is developed independently by the Recipient without reference to the Confidential Information, (E) is required to be disclosed by law, regulation, or court or governmental order (subject to FOIA section of this Agreement), or (F) is disclosed with the prior written consent of the Discloser.

10.2 Injunction The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of any adequate remedy at law.

- 10 3 Customer Proprietary Network Information** As Sprint provides Products and Services to End User, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services End User uses, and other information found on End User's bill ("Customer Proprietary Network Information" or "CPNI") Under federal law, End User has a right, and Sprint has a duty, to protect the confidentiality of CPNI For example, Sprint implements safeguards that are designed to protect End User's CPNI, including using authentication procedures when End User contacts Sprint For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for End User
- 10 4 Privacy** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services
- 10 5 FOIA** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA") End User will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information

11 LIMITATIONS OF LIABILITY

- 11 1 Direct Damages** Each party's maximum liability for damages caused by its failure to perform its obligations under this Agreement (other than Service disruptions) is limited to (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct, or (B) proven direct damages for all other claims arising out of this Agreement, excluding Service disruptions, not to exceed in the aggregate, in any 12 month period, an amount equal to End User's total net payments for the affected Products and Services purchased in the 6 months prior to the event giving rise to the claim End User's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision
- 11 2 Consequential Damages** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES
- 11 3 Wireless Service Outages and Product Failures** Sprint's maximum liability for any loss or damage arising out of a wireless Service outage or wireless Product failure is limited to (a) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (b) a refund of the net purchase price of affected wireless Products
- 11 4 Unauthorized Access / Hacking** Sprint is not responsible for unauthorized third party access to, or alteration, theft, or destruction of End User's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or End User premise equipment
- 11 5 Content** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by End User through Sprint's provision of the Products and Services, excluding content originating from Sprint
- 11 6 Sprint Disclaimers** Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from
- A Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers,
 - B Interruption and unavailability of wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services,
 - C Outages or wireless Service disruptions occurring as a result of a public safety emergency,
 - D The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to End User, including, but not limited to, claims (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data, (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint, or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content,
 - E End User's breach of the licensing requirements in the Software License section,
 - F End User's failure to comply with any provision of the Use of Products and Services section, or
 - G Sprint's failure to pay any tax based on End User's claim of a legitimate exemption under applicable law

12 INDEMNIFICATION

- 12.1 Personal Injury, Death or Damage to Personal Property** Sprint will indemnify and defend End User, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the gross negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents
- 12.2 Intellectual Property** Sprint will indemnify and defend End User, End User's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by End User, or (ii) End User's continued use of infringing Services after Sprint provides reasonable notice to End User of the infringement
- For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option and expense, either,
- (A) procure the right for End User to continue using the Services,
 (B) replace or modify the Services with comparable Services, or
 (C) terminate the Services
- 12.3 Rights of Indemnified Party** To be indemnified, End User must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. End User will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense
- 12.4 Exclusive Remedy** The provisions of this "Indemnification" Section states the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of End User, with respect to any claims identified in this section

13 TERMINATION**13.1 Sprint Right to Terminate**

- A.** Sprint may suspend or terminate Products or Services or this Agreement immediately if (1) End User fails to cure its default of payment terms of this Agreement, (2) End User fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach, (3) End User provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services, (4) End User fails to comply with applicable law or regulation and End User's noncompliance prevents Sprint's performance under the Agreement, (5) End User fails to comply with the resell restrictions contained in Section 9.2E "Resale Prohibited"
- B.** If Sprint terminates this Agreement under this "Sprint Right to Terminate" or Termination section, End User will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable charges identified in the "Effects of Termination" Section

13.2 End User Right to Terminate

- A. Material Failure** End User may terminate a Product or Service if Sprint materially fails to provide the Product or Service, End User provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Sprint fails to cure the material failure within the 30-day cure period, and End User provides Sprint with written notice of Sprint's failure to cure and End User's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by End User or a failure identified in the "Force Majeure" section
- B. Termination for Convenience** End User may terminate this Agreement during the Term by providing 30 days' written notice to Sprint. If End User exercises its right to terminate for convenience, End User must pay Sprint all fees and charges for Products and Services received up to the effective date of termination
- C. Termination for Nonappropriation** End User may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when End User is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, End User will not be obligated for payments for any fiscal period after the effective date of termination. End User will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Sprint's request, End User will provide supplemental documentation regarding the non-appropriation of funds. End User must take all

necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If End User terminates the Agreement in part or in whole under this nonappropriation provision, End User will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.

13.3 Effects of Termination

- A Service Charges** End User remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated End User Liable Active Unit
- B Individual Liable** Individual Liable Active Units are subject to the order term requirements and other obligations in the separate subscriber agreement between Sprint and the Employee

- 14 FORCE MAJEURE** Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts or events beyond the reasonable control of the responsible party (a "Force Majeure Event") Force Majeure Events include, but are not limited to natural disasters (e.g. lightning, earthquakes, hurricanes, floods), wars, riots, terrorist activities, and civil commotions, inability to obtain parts or equipment from third party suppliers, cable cuts by third parties, a LEC's activities, and other acts of third parties, explosions and fires, embargoes, strikes, and labor disputes, court orders and governmental decrees
- 15 TECHNOLOGY EVOLUTION** In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Sprint will undertake such replacement efforts in a customer-focused and commercially reasonable manner and will provide its customers with periodic updates that provide relevant information.
- 16 SHUTDOWN OF THE NEXTEL NATIONAL NETWORK** **Sprint will cease operating the Nextel National Network on or about June 30, 2013.** After June 30, 2013, Sprint will no longer be support Nextel Services or Nextel Devices, and the terms and provisions of Customer's contract related solely to Nextel Services or Nextel Devices will no longer be applicable. For contracts with month-to-month or other renewal options for Nextel Services or Nextel Devices, **Sprint does not consent to any renewals or extensions for Nextel Services or Nextel Devices that go beyond June 30, 2013.** Devices impacted by the shutdown of the Nextel National Network include all Nextel-branded devices and machine-to-machine ("M2M") devices provided by Sprint that run on the Nextel National Network. The shutdown will also impact any non-Nextel branded devices or other solutions that operate using the Nextel National Network. In addition, the dual technology, Sprint-branded PowerSource devices that provide voice, text and data over the Nationwide Sprint Network and push-to-talk over the Nextel National Network will lose the push-to-talk functionality while retaining other capabilities.

17 DEFINITIONS

- 17.1** "Active Unit" or "Line" means an active piece of wireless Product
- 17.2** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purpose of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.
- 17.3** "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.
- 17.4** "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to trade secrets, financial information, technical information including research, development, procedures, algorithms, data, designs, and know-how, business information including operations, planning, marketing plans, and products, and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.
- 17.5** "Customer" or "End User" means generally any qualifying governmental or non-profit entity which has executed an ILC for cooperative purchasing services with H-GAC.
- 17.6** "Discloser" means the party disclosing Confidential Information.
- 17.7** "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Tariffs, Schedules, or Product-specific Terms.
- 17.8** "Effective Date" is the date the last party signs this Agreement.
- 17.9** "End User" (See "Customer")
- 17.10** "H-GAC Contract" Master Contract #CW10-09 for Wireless Telecommunication Services entered into by Houston-Galveston Area Council of Governments ("H-GAC") and Sprint Solutions, Inc ("Sprint") with an effective date of October 1, 2009.

- 17 11 "Individual-Liable Active Unit" or "Employee Line" means an Active Unit activated by an Employee and for which the Employee is financially responsible
- 17 12 "Network" or "Networks" means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint
- 17 13 "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by End User and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered
- 17 14 "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to End User by or through Sprint as a separate item from, or bundled with, a Service
- 17 15 "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services Product-specific Terms are incorporated into this Agreement as the Effective Date Product-specific Terms are not otherwise subject to change during the Term
- 17 16 "Rates and Conditions Website" means the website found at [http //www sprint com/ratesandconditions/](http://www.sprint.com/ratesandconditions/)
- 17 17 "Recipient" means the party receiving Confidential Information
- 17 18 "Schedule(s)" are the terms and conditions governing Sprint's provision of certain intrastate, interstate and international interexchange Services Schedules are subject to change during the Term under the rules and authority of the Federal Communications Commission ("FCC") Schedules are posted on the Rates and Conditions Website
- 17 19 "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to End User by or through Sprint under this Agreement, excluding Products
- 17 20 "Sprint Wireless Recycling Program" - provides two options for recycling used wireless devices, including accessories (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint or Nextel wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint's 4NetSafety Program The 4NetSafety Program promotes Internet safety for children For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to sprint.com/recycle
- 17 21 "Tariffs" means the Sprint competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies If, during the Term, Sprint entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement Tariffs are posted on the Rates and Conditions Website

18 MISCELLANEOUS

- 18 1 **Education Customers and Programs** Customers seeking funds through the Universal Service Schools and Libraries Funding Mechanism ("E-Rate Program") or state or local corollaries to the E-Rate Program are subject to the "Schools and Libraries Funding Programs Annex" posted on the Rates and Conditions Website
- 18 2 **Compliance with Law** Each party will comply with all applicable laws in performance of its obligations under this Agreement
- 18 3 **Independent Contractor** Sprint provides Products and Services to End User as an independent contractor This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates
- 18 4 **No Waiver of Rights** The failure to exercise any right under this Agreement is not a waiver of the party's right to exercise that right or any other right in the future
- 18 5 **No Third Party Beneficiaries** This Agreement's benefits do not extend to any third party
- 18 6 **Governing Laws** This Agreement will be governed by the laws of the state where Products or Services are received by End User, without regard to its choice of law principles This English version of this Agreement will prevail over any foreign version
- 18 7 **Dispute Resolution**
- A **Jury Trial Waiver** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to this Agreement or an Order This subsection survives the termination of this Agreement
- B **Arbitration** If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the

Agreement However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 USC § 1 et seq All arbitration proceedings for disputes relating to Domestic Products or Services will be held in Kansas City, MO metropolitan area If the dispute relates to Sprint's provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce The place of arbitration for disputes related to Non-Domestic Products or Services in New York, NY, USA No arbitration proceedings will not include class action arbitration

- 18 8 **Assignment** Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Sprint may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to End User
- 18 9 **Amendments / Alterations** This Agreement may only be amended in a writing signed by both parties' authorized representatives Alterations to this Agreement are not valid unless accepted in writing by both parties
- 18 10 **Notice** Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to

<p>Sprint Attn Legal Dept – Public Sector 12502 Sunrise Valley Drive MS VARESA0208 Reston, VA 20196 Fax (703) 433-8798</p>	<p>End User <i>County of Galveston - cell only</i> <i>722 21st. St. Fl 2 suite 202</i> <i>Galveston, TX 77550-2318</i></p>
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- 18 11 **Severability** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent
- 18 12 **URLs and Successor URLs** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint
- 18 13 **Survivability** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive
- 18 14 **Individual-Liable Service Discount Program** Sprint may offer discounted wireless services to employees of End User ("Employees") on Individual Liable accounts ("Individual-Liable Service Discount Program"), with the understanding that the Employee shall be financially responsible for Individual-Liable Service Discount Program equipment and services Neither the End User nor H-GAC are liable whatsoever concerning the Individual-Liable Service Discount Program equipment or for payment of Individual-Liable Service Discount Program services Sprint will offer eligible Employees an 18% Individual Liable Active Unit Service Pricing Discount ("Individual-Liable Service Discount") for eligible service charges and plans The Individual-Liable Service Discount is contingent upon the Employee signing Sprint's consumer subscriber agreement and providing Sprint with satisfactory evidence of employment with End User Individual-Liable accounts activated prior to HGAC's written acceptance to Sprint of this pricing update letter are eligible for the 18% Individual-Liable Service Pricing Discount but must contact Sprint Customer Care in order to begin receiving the new Individual-Liable Service Pricing Discount

The Individual-Liable Service Discount Program is not subject to the 1 0% Order Processing Charge paid to HGAC or the monthly activity reporting requirements

* Customer's consumer subscriber agreement is separate and distinct from the H-GAC Contract Except for the Individual-Liable Service Pricing Discount, Individual-Liable Active Units are subject to the terms and conditions in the consumer subscriber agreement

- 18 15 **Entire Agreement** This Agreement, including all referenced Attachments, documents, annexes, Schedules, Tariffs, exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter

**EXHIBIT A
EMERGENCY RESPONSE TEAM GO-KIT
PRODUCT ANNEX**

The following terms and conditions in this Emergency Response Team Go-Kit Product Annex ("Annex"), together with this H-GAC Agreement for Wireless Telecommunications Equipment and Services No. CW05-02 ("Agreement") under which Customer is purchasing the Emergency Response Team Go-Kit, govern Sprint's provision of the Emergency Response Team Go-Kit to Customer. Terms not otherwise defined in this Annex will have the meanings set forth in the Agreement.

- 1 PROVISION OF SPRINT PRODUCTS AND SERVICES** All terms and conditions in this Annex apply to Products and Services operating on the Nationwide Sprint Network, the Nextel National Network, or the Sprint 3G Network, as applicable, which Customer purchases from Sprint pursuant to this Annex ("ERT Go-Kit(s)") unless otherwise specified. Sprint Spectrum L.P., and certain other affiliates of Sprint Nextel Corporation, provide the Sprint Services listed in this Annex. Any of the following entities may provide the Nextel Services listed in this Annex, depending on Customer's billing address or the location where the Nextel Services are activated:

Nextel Communications of the Mid-Atlantic, Inc	Nextel of New York, Inc	Nextel South Corp	Nextel West Corp
Nextel Partners of Upstate New York, Inc	Nextel of California, Inc	Nextel of Texas, Inc	NPCR, Inc

- 2 ERT Go-Kit Program** As part of its long standing relationship with the law enforcement and public safety communities and with the many private sector entities that rely on business continuity, assist in disaster relief, recovery operations and pre-planned events, Sprint has developed the Emergency Response Team Go-Kit™ Program ("ERT Go-Kit Program") whereby it has developed the ERT Go-Kit™ series of products. ERT Go-Kits™ consist of customized short-term communication solutions for those organizations and entities involved in business continuity, disaster relief, recovery operations and pre-planned events. ERT Go-Kits consist of pre-activated iDEN and CDMA phones, smartphones, 3G data cards and ruggedized Storm Cases™ as ordered by Customer. Each device in an ERT Go-Kit is active and ready for immediate use. Usage minutes will apply, refer to Section 11.3 for rates.

3 PROGRAMMING

- 3.1** Sprint will program Products pursuant to Customer's reasonable requirements prior to shipping the ERT Go-Kits™. Customer must provide the programming requirements to Sprint (in electronic form as prescribed by Sprint) no later than fourteen (14) days prior to shipment of the ERT Go-Kits™ to Customer. If Sprint does not receive programming requirements, Customer's order will be deemed incomplete, and Sprint will not process Customer's ERT Go-Kits until programming is received.
- 3.2** Programming will be completed by Sprint one-time at no cost prior to the initial shipment of the ERT Go-Kits to Customer. If Customer requests re-programming, or a change in programming, prior to shipment, then the shipment date may be delayed and an additional Ten Dollar (\$10.00) processing fee per Product will apply.
- 3.3** Upon shipment of the ERT Go-Kits™, all additional or future programming needs will be the sole responsibility of Customer. At Customer's request, and at Sprint's sole and absolute discretion, Sprint may reprogram Products after the ERT Go-Kits have been shipped to Customer, however, Customer will be required to return Products to Sprint at Customer's expense and pay an additional reprogramming fee to Sprint.

- 4 CUSTOMER SERVICE** Products will be active when shipped to Customer. If Customer experiences any service problems and requires assistance, it may contact Sprint's ERT Agency Support Hotline at 888-639-0020 (or 254-295-2220 for Government Emergency Telephone System ("GETS") users) for assistance. Sprint's ERT Agency Support Hotline will be staffed 24 hours per day, 7 days per week, 365 days per year.

5 DAILY USAGE AND FEES

- 5.1** Customer will be charged a Monthly ERT Number Reservation Fee for each Product, to reserve telephone and/or direct connect numbers.
- 5.2** Customer may request international calling capability by contacting Sprint's ERT Agency Support Hotline at 888-639-0020 (or 254-295-2220 for GETS users). Additional monthly recurring fees and per minute international rates for usage (based on country called) will apply. For more information on International Capabilities, see www.sprint.com/international.
- 5.3** Application Loading Fee (optional). Customer may request that Sprint load additional applications to its ERT Go-Kit Products, however a one-time application configuration and loading fee per device will apply.
- 5.4** Please see Section 11 of this Annex for fees and usage charges.
- 5.5** Notwithstanding any other terms of the Agreement, and as determined in Sprint's sole and absolute discretion, Customer may receive a separate bill or invoice for ERT products and services.

- 6 LOCATION BASED SERVICES** Upon Customer's request, and prior to original shipment of Products, Sprint will configure the Products to include Customer's preferred location based services application(s), if any. Sprint or third-party providers may assess additional fees for certain Location Based Services, including application purchase price, application-loading fees, and monthly recurring charges.
- 7 RETURN OF ERT GO-KITS™** Notwithstanding the terms described in the Agreement, sales of ERT Go-Kits™ and related Products are final upon shipment to Customer. Sprint reserves the right, in its sole and absolute discretion, to accept returns of any ERT Go-Kits and related Products on a case-by-case basis within thirty (30) days of Customer's receipt of such equipment. Customer will be responsible for all shipping and processing charges related to any returns of ERT Go-Kits and Products.
- 8 EXIT FROM ERT GO-KIT™ PROGRAM**
- 8.1** Any Products and ERT Go-Kits purchased by Customer may be removed from the ERT Go-Kit™ Program at any time upon written notice to Sprint, whereby all Products purchased by Customer pursuant to the ERT Go-Kit Program will no longer be subject to the ERT Go-Kit rate plan described in this Annex. Any monthly number reservation or usage fees paid by Customer pursuant to the ERT Go-Kit Program prior to the date of termination will not be refunded by Sprint either in whole or in part. Upon exit from the ERT Go-Kit Program, any previously reserved telephone numbers and Direct Connect numbers may be disconnected immediately and will no longer be available for reassignment by Customer.
- 8.2** Once Customer has fully exited its ERT Go-Kit Program account, a three (3) month waiting period will be required prior to Customer reentering the ERT Go-Kit Program. Sprint reserves the right, in its sole and absolute discretion, to allow re-entry of Products into the ERT Go-Kit™ Program prior to the (3) month waiting period on a case by case basis. Further, upon reentering the ERT Go-Kit Program, Customer will be required to pay monthly number reservation Fees for any Products purchased.
- 9 PURCHASE ORDERS.** All Purchase Orders and/or credit card authorization forms for ERT Go-Kit and related Products and Services shall be delivered to Sprint's Emergency Response Team by email, or facsimile at email ERTRequests@sprint.com, or facsimile 913-523 2097. In all other respects, with the exception of Returns described in Section 7 of this Annex and point of contact information for Purchase Orders described in Section 9 of this Annex, Customer Purchases and Orders shall be subject to the terms of the Agreement.
- 10 TRAINING** Sprint will provide to Customer training regarding Products, Services, and ERT Go-Kits as mutually agreed by the parties. Sprint may charge additional costs or fees for such training.
- 11 ERT GO-KIT VOICE AND DATA RATE PLANS**
- 11.1** Customer may select from the voice and data rate plans listed in this Annex. Unless otherwise stated in this Annex, plan pricing in this Annex reflects gross pricing before the application of promotions, special offers or other discounts, including any applicable volume discount. The discounts set forth in Attachment A, Wireless Services Term and Volume Discounts, do not apply to the pricing set forth in this Attachment.
- 11.2 ERT Go-Kit Equipment Pricing**

ERT Go-Kit™ Device Pricing		
Item	Unit Price	Details/Comments
iDEN, CDMA, or PowerSource Phone	TBD	Company's Sales Representative to provide price
3G/4G Dual Air Card	TBD	Company's Sales Representative to provide price. Currently, the ERT Go-Kit™ program will only activate and provision 3G Air Card data on any 3G/4G dual Air Card devices. 4G Air Card data cannot be supported in ERT Go-Kits™ until further notice.
Router	TBD	Company's Sales Representative to provide price
Accessories – Batteries, car battery charger, headset, etc	TBD	Company's Sales Representative to provide price

ERT Go-Kit™ Storm Case™ Pricing		
Item	Unit Price	Details/Comments
5 or 10 device Ruggedized Storm Case™	\$220 00	Includes Ruggedized Storm Case™ w/o wheels & foam inserts
30 Unit Ruggedized Storm Case™ with wheels	\$330 00	Includes Ruggedized Storm Case™ with wheels, foam inserts & accessory containers
50 Unit Ruggedized Storm Case™ with wheels	\$375 00	Includes Ruggedized Storm Case™ with wheels, foam inserts & accessory containers

11 3 ERT Go-Kit Number Reservation, Set-up and Usage Fees

ERT Go-Kit™ Number Reservation and Set Up Fees		
Service	Unit Price	Details/Comments
Monthly ERT Number Reservation Fee	\$6 25	Billed Monthly to Reserve Phone/Direct Connect Numbers
ERT Go-Kit™ Processing	\$0 00 (at the initial sale and prior to receiving ERT Go-Kit™)	Inventory and Kitting of Devices/Accessories is included for free at the time of initial sale and prior to Customer receiving ERT Go-Kit™
ERT Go-Kit™ Re-Programming Fee (if applicable)	\$10 00 (see comments)	Programming is done one time only for free at the time of initial sale. If Customer changes its programming requirements prior to shipment but after the programming of the devices has been completed, the shipment date will be delayed and Sprint ERT will charge an additional \$10 processing fee per device. Upon shipment of the ERT Go-Kits™, all additional or future programming needs becomes the responsibility of Customer. Sprint ERT will not make any programming changes after the Devices have been shipped.
One-Time Application Loading Fee (Optional)	\$25 00	One Time Application Registration and Set Up Fee per unit/handset. Only required with optional Location Based Services (LBS) and other data applications offering – see www.sprint.com for a full list of available applications. One-Time application fee will apply if Customer would like application of choice configured by ERT at time of initial sale and prior to Customer receiving ERT Go-Kit™.

ERT Go-Kit™ Daily Usage Fees		
Domestic Direct Connect and Group Connect	\$ 06/minute	Domestic Private & Group Connect* billed monthly based on usage (*Group Connect is billed per minute multiplied by the number of users involved in the Group Connect)
Domestic Cellular Calling (Includes Domestic Long Distance)	\$ 06/minute	Domestic Cellular Calling (including Domestic Long Distance) billed monthly based on usage
Handset Data	\$ 50/MB	Handset data billed monthly based on usage
One-Time Application Loading Fee (Optional)	\$25 00	Location Based Services (LBS) and other applications available. See www.sprint.com for a full list of available applications. One-Time application fee will apply if Customer would like application of choice configured by ERT at time of initial sale and

		prior to customer receiving ERT Go-Kit™
2-Way Text Messaging	\$ 15/text message	2-Way Text Messaging billed monthly based on usage
3G/4G Dual Air Card	\$ 25/MB	3G Air Card data billed monthly based on usage Usage fees not to exceed \$150 per user in a billing cycle. Currently, the ERT Go-Kit™ program will only activate and provision 3G Air Card data on any 3G/4G dual Air Card devices. 4G Air Card data cannot be supported in ERT Go-Kits™ until further notice.

680055130	COUNTY OF GALVESTON-CELL ONLY	KYLE CAVNESS	1686	12/06/12	281-330-5653
680055130	COUNTY OF GALVESTON-CELL ONLY	GILBERT VILLARREAL	1686	12/06/12	281-330-5953
680055130	COUNTY OF GALVESTON-CELL ONLY	DR WILLIAM JOHNSON	SP9630RIM	12/06/12	281-455-2069
680055130	COUNTY OF GALVESTON-CELL ONLY	JOHN MARSHALL	KYE4277KIT	12/06/12	281-455-3078
680055130	COUNTY OF GALVESTON-CELL ONLY	MARCUS ALFRED	1686	12/06/12	281-594-6187
680055130	COUNTY OF GALVESTON-CELL ONLY	CLIFF E FOSTER	1686	12/06/12	281-594-6216
680055130	COUNTY OF GALVESTON-CELL ONLY	KENNETH WILLIAMS	1686	12/06/12	281-594-6217
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-4898
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-4903
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-4924
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-4928
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-6083
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-6084
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-6249
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-6260
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-6292
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	TELITC241X	12/06/12	281-619-6303
680055130	COUNTY OF GALVESTON-CELL ONLY	JIMMIE GILLANE	1580	12/06/12	281-732-6307
680055130	COUNTY OF GALVESTON-CELL ONLY	LUCIO MARTINEZ	1686	12/06/12	281-732-6313
680055130	COUNTY OF GALVESTON-CELL ONLY	FRED DENNIS	1686	12/06/12	281-732-6316
680055130	COUNTY OF GALVESTON-CELL ONLY	GREG HAYES	KYE4277KIT	12/06/12	281-732-6318
680055130	COUNTY OF GALVESTON-CELL ONLY	BRENT COOLEY	1686	12/06/12	281-732-6323
680055130	COUNTY OF GALVESTON-CELL ONLY	RONNIE BLIZZARD	1686	12/06/12	409-354-5022
680055130	COUNTY OF GALVESTON-CELL ONLY	CLAUDE COLLINS	KYE4277KIT	12/06/12	409-356-3524
680055130	COUNTY OF GALVESTON-CELL ONLY	REGINALD JACKSON	1686	12/06/12	409-356-3729
680055130	COUNTY OF GALVESTON-CELL ONLY	ALFREDA WHITAKER	KYE4277KIT	12/06/12	409-356-3980
680055130	COUNTY OF GALVESTON-CELL ONLY	JOSE LOZANO	1686	12/06/12	409-392-0156
680055130	COUNTY OF GALVESTON-CELL ONLY	ISRAEL GARZA	1686	12/06/12	409-392-0483
680055130	COUNTY OF GALVESTON-CELL ONLY	DOUGLAS HUDSON	MOT603KIT	12/06/12	409-392-0622
680055130	COUNTY OF GALVESTON-CELL ONLY	ROSEMARY CARRIZALEZ	1686	12/06/12	409-392-1102
680055130	COUNTY OF GALVESTON-CELL ONLY	DEAN WISE	KYE4277KIT	12/06/12	409-392-1389
680055130	COUNTY OF GALVESTON-CELL ONLY	DOUG CONSIDINE	KYE4277KIT	12/06/12	409-392-1479
680055130	COUNTY OF GALVESTON-CELL ONLY	DARYL TEMPLE	1686	12/06/12	409-392-1487
680055130	COUNTY OF GALVESTON-CELL ONLY	RANDY WRIGHT	1686	12/06/12	409-392-1526
680055130	COUNTY OF GALVESTON-CELL ONLY	DUGGAN TROCHESSET	1686	12/06/12	409-392-1749
680055130	COUNTY OF GALVESTON-CELL ONLY	MICHAEL BENAVIDES	MOT603KIT	12/06/12	409-392-1763
680055130	COUNTY OF GALVESTON-CELL ONLY	JAY JACKSON	KYE4277KIT	12/06/12	409-392-1768
680055130	COUNTY OF GALVESTON-CELL ONLY	CHERYL JOHNSON	RECL710WT1	12/06/12	409-392-5457
680055130	COUNTY OF GALVESTON-CELL ONLY	CLAUDIA PEREZ	MOT603KIT	12/06/12	409-497-1070

680055130	COUNTY OF GALVESTON-CELL ONLY	FRANK FURLEIGH	8350I	12/06/12	409-497-1089
680055130	COUNTY OF GALVESTON-CELL ONLY	RENITA GLAZE	KYE4277KIT	12/06/12	409-599-1398
680055130	COUNTY OF GALVESTON-CELL ONLY	CHRISTOPHER FIUDEI	KYE4277KIT	12/06/12	409-599-1570
680055130	COUNTY OF GALVESTON-CELL ONLY	JOHNNY FREEZE	SPHL710KTS	12/06/12	409-599-1924
680055130	COUNTY OF GALVESTON-CELL ONLY	RONALD PAULK	SPRIM9330	12/06/12	409-599-3264
680055130	COUNTY OF GALVESTON-CELL ONLY	MINNIS HUNT	KYE4277KIT	12/06/12	409-599-3504
680055130	COUNTY OF GALVESTON-CELL ONLY	PAUL WIERZBICKI	MOT603KIT	12/06/12	409-599-3541
680055130	COUNTY OF GALVESTON-CELL ONLY	MARGO IHDE	KYE4277KIT	12/06/12	409-599-3965
680055130	COUNTY OF GALVESTON-CELL ONLY	JOSETTE BIRDOW	RECRM93301	12/06/12	409-599-3987
680055130	COUNTY OF GALVESTON-CELL ONLY	DENNIS MACIK	SPRIM9330	12/06/12	409-599-4061
680055130	COUNTY OF GALVESTON-CELL ONLY	CODY SCHLAGETER	SPRIM9330	12/06/12	409-599-4709
680055130	COUNTY OF GALVESTON-CELL ONLY	JOHN FERNANDEZ	KYE4277KIT	12/06/12	409-599-5878
680055130	COUNTY OF GALVESTON-CELL ONLY	JEFF GOTTLob	SRIMR010	12/06/12	409-599-7338
680055130	COUNTY OF GALVESTON-CELL ONLY	JOHN CLARKE	APA9292KT	12/06/12	409-682-0956
680055130	COUNTY OF GALVESTON-CELL ONLY	SHAWN LOZIKA	I686	12/06/12	409-682-1080
680055130	COUNTY OF GALVESTON-CELL ONLY	DAVID GRULLON	8350I	12/06/12	409-682-1309
680055130	COUNTY OF GALVESTON-CELL ONLY	LOANER #5	I686	12/06/12	409-682-1346
680055130	COUNTY OF GALVESTON-CELL ONLY	LOANER #4	I686	12/06/12	409-682-1375
680055130	COUNTY OF GALVESTON-CELL ONLY	LOANER #3	I686	12/06/12	409-682-1395
680055130	COUNTY OF GALVESTON-CELL ONLY	JOSEPH GREGORY	8350I	12/06/12	409-682-1614
680055130	COUNTY OF GALVESTON-CELL ONLY	RAY NOLEN	8350I	12/06/12	409-682-1652
680055130	COUNTY OF GALVESTON-CELL ONLY	MELUSSA COLLINS	I686	12/06/12	409-682-2473
680055130	COUNTY OF GALVESTON-CELL ONLY	SHERYL SWIFT	SPHL710KTS	12/06/12	409-682-2575
680055130	COUNTY OF GALVESTON-CELL ONLY	CURTIS NORMAN	MOT603KIT	12/06/12	409-682-2634
680055130	COUNTY OF GALVESTON-CELL ONLY	LOUIS TROCHESSET	I686	12/06/12	409-682-2641
680055130	COUNTY OF GALVESTON-CELL ONLY	VEARLY EVANS	I686	12/06/12	409-682-2944
680055130	COUNTY OF GALVESTON-CELL ONLY	ALYSSA YOUNG	EXIP516WH1	12/06/12	409-682-3125
680055130	COUNTY OF GALVESTON-CELL ONLY	RUFUS CROWDER	8350I	12/06/12	409-682-3134
680055130	COUNTY OF GALVESTON-CELL ONLY	NIKI BENDER	MOT603KIT	12/06/12	409-682-3140
680055130	COUNTY OF GALVESTON-CELL ONLY	IT ON CALL 2	8350I	12/06/12	409-682-3182
680055130	COUNTY OF GALVESTON-CELL ONLY	MIKE BARRY	I686	12/06/12	409-682-3203
680055130	COUNTY OF GALVESTON-CELL ONLY	DEBORAH PIMENTAL	SPHM390GYT	12/06/12	409-682-3335
680055130	COUNTY OF GALVESTON-CELL ONLY	RICHARD FERRINO	KYE4277KIT	12/06/12	409-682-3354
680055130	COUNTY OF GALVESTON-CELL ONLY	MIKE BELL	SRIMR010	12/06/12	409-682-3374
680055130	COUNTY OF GALVESTON-CELL ONLY	DISPATCH CONSOLE	I530YELLOW	12/06/12	409-682-3415
680055130	COUNTY OF GALVESTON-CELL ONLY	IT LOANER PHONE	I686	12/06/12	409-682-3680
680055130	COUNTY OF GALVESTON-CELL ONLY	JOSE CASTRO	KYE4277KIT	12/06/12	409-682-3683
680055130	COUNTY OF GALVESTON-CELL ONLY	CURTIS CELLARS	I686	12/06/12	409-682-3999
680055130	COUNTY OF GALVESTON-CELL ONLY	RICHARD POUNCY	I686	12/06/12	409-682-4002

680055130	COUNTY OF GALVESTON-CELL ONLY	WILLIAM KILBURN	KYE4255KIT	12/06/12	409-682-4015
680055130	COUNTY OF GALVESTON-CELL ONLY	GARY ECHOLS	MOT603KIT	12/06/12	409-682-4021
680055130	COUNTY OF GALVESTON-CELL ONLY	CHARLES COOK	I686	12/06/12	409-682-4024
680055130	COUNTY OF GALVESTON-CELL ONLY	RON HILL	MOT603KIT	12/06/12	409-682-4025
680055130	COUNTY OF GALVESTON-CELL ONLY	MICHAEL ROY	KYE4277KIT	12/06/12	409-682-4028
680055130	COUNTY OF GALVESTON-CELL ONLY	GARRET FOSKIT	MOT603KIT	12/06/12	409-682-4031
680055130	COUNTY OF GALVESTON-CELL ONLY	GARY HALL	KYE4277KIT	12/06/12	409-682-4032
680055130	COUNTY OF GALVESTON-CELL ONLY	MARK BONNER	KYE4277KIT	12/06/12	409-682-4034
680055130	COUNTY OF GALVESTON-CELL ONLY	BRUCE BALCHUNAS	KYE4277KIT	12/06/12	409-682-4039
680055130	COUNTY OF GALVESTON-CELL ONLY	RAY BENOIST	MOT603KIT	12/06/12	409-682-4040
680055130	COUNTY OF GALVESTON-CELL ONLY	BILL MACDONALD	I686	12/06/12	409-682-4043
680055130	COUNTY OF GALVESTON-CELL ONLY	DAVID GRACE	I686	12/06/12	409-682-4068
680055130	COUNTY OF GALVESTON-CELL ONLY	CECILIA FEILDS	8350I	12/06/12	409-682-4138
680055130	COUNTY OF GALVESTON-CELL ONLY	BARRY COOK	8350I	12/06/12	409-682-4146
680055130	COUNTY OF GALVESTON-CELL ONLY	TONY MUNOZ	8350I	12/06/12	409-682-4148
680055130	COUNTY OF GALVESTON-CELL ONLY	MARY JOHNSON	APA9292KT	12/06/12	409-682-4150
680055130	COUNTY OF GALVESTON-CELL ONLY	CATHERINE HOLDER	8350I	12/06/12	409-682-4154
680055130	COUNTY OF GALVESTON-CELL ONLY	WAYNE COOK	KYE4277KIT	12/06/12	409-682-4166
680055130	COUNTY OF GALVESTON-CELL ONLY	MIKE HENSON	8350I	12/06/12	409-682-4232
680055130	COUNTY OF GALVESTON-CELL ONLY	VIC MACEO	MOT603KIT	12/06/12	409-682-4292
680055130	COUNTY OF GALVESTON-CELL ONLY	TAX OFFICE	SPHM390GYT	12/06/12	409-682-4411
680055130	COUNTY OF GALVESTON-CELL ONLY	JOHN E VENZKE	I686	12/06/12	409-682-4461
680055130	COUNTY OF GALVESTON-CELL ONLY	WANDA REED	I686	12/06/12	409-682-4465
680055130	COUNTY OF GALVESTON-CELL ONLY	RICK KRIVOKOPICH	I686	12/06/12	409-682-4490
680055130	COUNTY OF GALVESTON-CELL ONLY	DON KEMP	KYE4277KIT	12/06/12	409-682-4492
680055130	COUNTY OF GALVESTON-CELL ONLY	NANCY MCCAIN	MOT603KIT	12/06/12	409-682-4512
680055130	COUNTY OF GALVESTON-CELL ONLY	ANTHONY CALVELLO	I686	12/06/12	409-682-4523
680055130	COUNTY OF GALVESTON-CELL ONLY	CARL ROBACHER	I686	12/06/12	409-682-4605
680055130	COUNTY OF GALVESTON-CELL ONLY	MERLE REMMERT	KYE4277KIT	12/06/12	409-682-4666
680055130	COUNTY OF GALVESTON-CELL ONLY	CRYSTAL STENSON	KYE4277KIT	12/06/12	409-682-4691
680055130	COUNTY OF GALVESTON-CELL ONLY	EMILY HUNT	KYE4277KIT	12/06/12	409-682-4709
680055130	COUNTY OF GALVESTON-CELL ONLY	KEVIN WALKER	I686	12/06/12	409-682-4713
680055130	COUNTY OF GALVESTON-CELL ONLY	SECURITY COURT HOUSE	I686	12/06/12	409-682-4721
680055130	COUNTY OF GALVESTON-CELL ONLY	TERESA ORTIZ	I686	12/06/12	409-682-4729
680055130	COUNTY OF GALVESTON-CELL ONLY	ROSS MCCANNON	I686	12/06/12	409-682-4739
680055130	COUNTY OF GALVESTON-CELL ONLY	ELIAS CAZARES	I686	12/06/12	409-682-4742
680055130	COUNTY OF GALVESTON-CELL ONLY	DONALD LOUNDS	SPHL710KTS	12/06/12	409-682-4746
680055130	COUNTY OF GALVESTON-CELL ONLY	HARRY MILLO	SRIMR010	12/06/12	409-682-4756
680055130	COUNTY OF GALVESTON-CELL ONLY	PAULA WELCH	I686	12/06/12	409-682-4759

for Sheriff Bailiff

Active until Dec 31st 2012

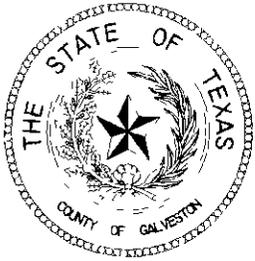
680055130	COUNTY OF GALVESTON-CELL ONLY	JOY DERAIMO	SPRIM9330	12/06/12	409-682-4780
680055130	COUNTY OF GALVESTON-CELL ONLY	JAIME CASTRO	MOT603KIT	12/06/12	409-682-4825
680055130	COUNTY OF GALVESTON-CELL ONLY	BRENT WALKER	6886	12/06/12	409-682-4831
680055130	COUNTY OF GALVESTON-CELL ONLY	JEAN JENKINS	6886	12/06/12	409-682-4899
680055130	COUNTY OF GALVESTON-CELL ONLY	DENNIS MURPHEY	6886	12/06/12	409-682-4968
680055130	COUNTY OF GALVESTON-CELL ONLY	DWAYNE ROUSE	6886	12/06/12	409-682-4969
680055130	COUNTY OF GALVESTON-CELL ONLY	ANDREW DANIEL	6886	12/06/12	409-682-4970
680055130	COUNTY OF GALVESTON-CELL ONLY	JEFF TATE	6886	12/06/12	409-682-4971
680055130	COUNTY OF GALVESTON-CELL ONLY	FREDDIE POOR	APA9292KT	12/06/12	409-750-1430
680055130	COUNTY OF GALVESTON-CELL ONLY	MIKE SABZEVARI	6886	12/06/12	409-771-0361
680055130	COUNTY OF GALVESTON-CELL ONLY	FORESTINE BELL	6886	12/06/12	409-771-1402
680055130	COUNTY OF GALVESTON-CELL ONLY	ROBERT DAVIS	8350I	12/06/12	409-771-5855
680055130	COUNTY OF GALVESTON-CELL ONLY	CAMERON PARKER	MOT603KIT	12/06/12	409-771-7338
680055130	COUNTY OF GALVESTON-CELL ONLY	DINK WATSON	6886	12/06/12	409-771-7631
680055130	COUNTY OF GALVESTON-CELL ONLY	SHARON WEATHERLY	6886	12/06/12	409-771-8428
680055130	COUNTY OF GALVESTON-CELL ONLY	DAVID TERRELL	6886	12/06/12	409-771-8572
680055130	COUNTY OF GALVESTON-CELL ONLY	IT LOANER PHONE	6880	12/06/12	409-771-9120
680055130	COUNTY OF GALVESTON-CELL ONLY	BILL JAMISON	KYE4277KIT	12/06/12	409-771-9261
680055130	COUNTY OF GALVESTON-CELL ONLY	PAUL TOBALDO	6886	12/06/12	409-789-2186
680055130	COUNTY OF GALVESTON-CELL ONLY	ON CALL PHONE	8350I	12/06/12	409-789-2192
680055130	COUNTY OF GALVESTON-CELL ONLY	INNER OFFICE CHECK-OUT PHONE	6886	12/06/12	409-789-2194
680055130	COUNTY OF GALVESTON-CELL ONLY	JOHN PRUIJT	APA9292KT	12/06/12	409-789-2204
680055130	COUNTY OF GALVESTON-CELL ONLY	DONALD JONES	KYE4277KIT	12/06/12	409-789-2210
680055130	COUNTY OF GALVESTON-CELL ONLY	DORCEL WOMACK	KYE4277KIT	12/06/12	409-789-2212
680055130	COUNTY OF GALVESTON-CELL ONLY	CHARLES HUGHES	6886	12/06/12	409-789-2218
680055130	COUNTY OF GALVESTON-CELL ONLY	BRENT NORRIS	SP9930RIM	12/06/12	409-789-2496
680055130	COUNTY OF GALVESTON-CELL ONLY	HARVEY BAZAMAN	S8330RIMA	12/06/12	409-789-2519
680055130	COUNTY OF GALVESTON-CELL ONLY	DA INTAKE PHONE	EXIP516BL1	12/06/12	409-789-2927
680055130	COUNTY OF GALVESTON-CELL ONLY	J SCOTT RIVERA	KYE4277KIT	12/06/12	409-789-3475
680055130	COUNTY OF GALVESTON-CELL ONLY	RAY TUTT	MOT603KIT	12/06/12	409-789-7497
680055130	COUNTY OF GALVESTON-CELL ONLY	GLENN WATSON	6886	12/06/12	409-789-8435
680055130	COUNTY OF GALVESTON-CELL ONLY	RONALD ALFORD	6886	12/06/12	409-789-8436
680055130	COUNTY OF GALVESTON-CELL ONLY	JOSE SALAZAR	S8330RIMA	12/06/12	409-939-0100
680055130	COUNTY OF GALVESTON-CELL ONLY	NORMAN WILLIAMSON	MOT603KIT	12/06/12	409-939-1376
680055130	COUNTY OF GALVESTON-CELL ONLY	BILL REED	SPRIM9330	12/06/12	409-939-1436
680055130	COUNTY OF GALVESTON-CELL ONLY	GWEN MCLAREN	8350I	12/06/12	409-939-4106
680055130	COUNTY OF GALVESTON-CELL ONLY	COUNTY OF GALVESTON-CELL ONLY	MOT603KIT	12/06/12	409-939-4171
680055130	COUNTY OF GALVESTON-CELL ONLY	MIYOSHI ROUGELY	SPHL710KTS	12/06/12	409-939-5680
680055130	COUNTY OF GALVESTON-CELL ONLY	NANCY MCCAIN	EXIP516BL1	12/06/12	409-996-3749

680055130	COUNTY OF GALVESTON-CELL ONLY	PRE TRIAL	SPRIM9330	12/06/12	409-996-4819
680055130	COUNTY OF GALVESTON-CELL ONLY	JULIA DIAZ	MOT603KIT	12/06/12	409-996-9883
680055130	COUNTY OF GALVESTON-CELL ONLY	MIKE FITZGERALD	58330RIMB	12/06/12	713-408-3445
680055130	COUNTY OF GALVESTON-CELL ONLY	DAVID POPOFF	EXIP516BL1	12/06/12	832-340-0298
680055130	COUNTY OF GALVESTON-CELL ONLY	NORMAN WILLIAMSON	EXIP516BL1	12/06/12	832-340-0299
680055130	COUNTY OF GALVESTON-CELL ONLY	NIKI BENDER	EXIP516WH1	12/06/12	832-340-0301

AGENDA

ITEM

#16a



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department								
1 Date of Request	12/6/2012	2 Contract Type	Expense	Revenue	Other	3 Renewal Contract Yes / No		
4 Department Name			Information Technology		5 Department Contact			JJ Allen
6 Description								RVI conversion of Optical Platters to the IFAS Network Drive for IBM upgrade
7 IFAS PEID No	702547	8 IFAS Req No		9 Orgkey	1101159100	10 Object Code	5481000	
11 Vendor			Net Data		12 Vendor Contract No			
13 Requested Legal Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Explain if No)								No, it's a scope of work
Expenditure Budget / Revenue Projections								
14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected	
Contract Services	5481000	2,500.	2,500. ⁰⁰					
22 Totals		-	-					
To Be Completed By Purchasing Department								
Contract Start Date:		Auto Renewal Contract: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Bid No: N/A				
Contract End Date: To be completed 12/31/12		Contract # Issued By Purchasing: CM13051						

ASSOCIATED upgrade for
CM13078 (MASTER)

Approved By	Signature	Date
Department Head Admin Coord		12-10-12
Purchasing Agent		12-10-12
County Legal		
Contract listed in Budget Documentation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
County Budget Office		12/11/2012

Scope of Work: RVI Conversion of Optical Platters to the IFS Network Drive

Date 12/04/2012

Quote \$2,500

RVI will load the custom code on the current Galveston County Server and setup the process to move the Images on (6) IBM Optical Cartridges to the IFS on the IBM Server This process will copy each Cartridge and change the pointers in the RVI software to reflect the change This is a slow process and could take several weeks to complete This process must be completed first to enable the move to your new IBM Server upgrade Your current IBM Optical is no longer support by IBM as of 12/31/2012 RVI and NET Data will do the best we can to get completed by the deadline given a such a short timeframe

John Paul Roundtree

NET

JOHN PAUL ROUNDTREE

CIO

JOHNPAUL@NETDATACORP.NET

800.465.5127 | 903.885.8818 FAX: 903.885.1404

P.O. Box 422 Sulphur Springs, Tx 75483

WWW.NETDATACORP.NET



AGENDA

ITEM

#17a

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

December 5, 2012

RECEIVED
DEC 07 2012

Ms. Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

GALVESTON COUNTY JUDGE

RE **Bids on Galveston County Tax Foreclosed Resale Property
Not Approved By Commissioner's Court
Grantee: Jimmy W. & Debra J. Bishop**

Dear Ms. Gaspard,

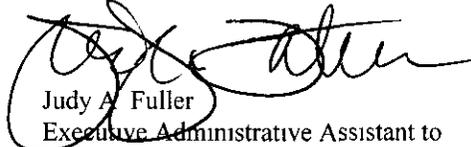
We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the Bolivar Peninsula Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

<u>Cause #</u>	<u>CAD #</u>	<u>Bid Amount</u>	<u>Recording Fee</u>	<u>Check #</u>
09TX0022	3756-0013-0155-000	\$ 12,500.00	\$ 28.00	095603

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lots 155 & 156 & S ½ of Lot 154, Block 13,
Gulf Shores Section 2

LOCATION: 1013 Canal E. Crystal Beach, TX 77650

CAD ACCOUNT #:
3756-0013-0155-000

Land HS \$12, 500
Imp HS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 07/05/11 **REDEMPTION EXPIRES:** EXPIRED

CAUSE # 09TX0022

STYLED: Galveston County, et al. vs.
Stanley Lindahl

DATE DEED RECORDED:
02/29/12

RECORDING REFERENCE:
2012010419

COSTS:

GRAND TOTAL/JUDGEMENT AMT: \$ 16,920.00

TAX RESALE INFORMATION

BID AMOUNT: \$ 12,500.00

NAME OF BIDDER: Jimmy W. & Debra J. Bishop
4749 Odom Rd., Ste. 101
Beaumont, TX 77706

RESALE OF PROPERTY
DISBURSEMENT FORM

(Internal Control Document for Accounting/Finance Department)

Cause Number **09TX0022** on the docket of the 122nd District Court
County of Galveston, et al. vs. Stanley Lindahl

Property Account Number **3756-0013-0155-000**

Property Re-Sold to **Jimmy W. & Debra J. Bishop** of **4749 Odom Rd., Ste. 101, Beaumont, TX 77706**
for **\$12,500.00**

Payment of Costs Pursuant to Texas Property Tax Code §34.02

Galveston County Sheriff's Dept (publication costs)	\$ 696 20
Galveston County Clerk (recording fee #2009021105)	\$ 20 00
Mary Beth Nelson 830 Apollo Ln, Houston, TX 77058	\$ 500 00
Galveston County District Clerk (court costs)	\$ 659 00
Lyn Wingert & Associates 2286 Gemini St Houston, TX 77058	\$ 250 00
County of Galveston (Abatement Lien #2011013470)	\$ 7,304 65
Galveston County (taxes)	\$ 3,070 15
	<hr/>
Total	\$12,500 00

**RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM**

Cause Number **09TX0022** on the docket of the **122nd** District Court
Galveston County, et al. vs. Stanley Lindahl

Property Account Number **3756-0013-0155-000**

Legal Description **Lots One Hundred Fifty-five (155) & One Hundred Fifty-six (156) & South One-Half (S 1/2) of Lot One Hundred Fifty-four (154), Block Thirteen (13), Gulf Shores Section Two (2), Galveston County, Texas, said property being more particularly described in the instrument recorded at Clerk's File Number 2004076206 in the Official Deed Records of Galveston County, Texas.**

Property Sold at Sheriff's Sale Conducted on July 5, 2011 for **\$16,920.00**

Property Re-Sold to **Jimmy W. Bishop & Debra J. Bishop of 4749 Odom Rd., Ste. 101, Beaumont, TX 77706** for **\$12,500.00**

Proceeds Distribution

	<u>Original Amt</u>	<u>Actual</u>
	<u>Due At Sale</u>	<u>Disbursement</u>
<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>		
(1) Advertising		
o "Galveston County Sheriffs Dept" (publication costs)	\$ 696 20	\$ 696 20
(5) Reimbursement - Costs, Fees		
o "Galveston County Clerk" (recording fee # 2012010419)	\$ -	\$ 20 00
(2) Attorney Ad Litem Fees		
o "Mary Beth Nelson" 830 Apollo Ln, Houston, TX 77058	\$ 500 00	\$ 500 00
(3) Court Costs		
o "Galveston County District Clerk"	\$ 659 00	\$ 659 00
(4) Title Search Fees		
o "Lyn Wingert & Associates"	\$ 250 00	\$ 250 00
(5) Reimbursement - Costs, Fees		
o "County of Galveston (Abatement Lien)"	<u>\$ 7,304 65</u>	<u>\$ 7,304 65</u>
	\$ 9,409 85	\$ 9,429 85

Proportionate Entity Distribution

	<u>Proportionate</u>	<u>Taxes Due at</u>	<u>Resale</u>
	<u>Share</u>	<u>Original Sale</u>	<u>Share/(Loss)</u>
"COUNTY OF GALVESTON"	0 2872451071	2,314 99	\$ 881 89
"GALVESTON COLLEGE"	0 0850514683	685 45	\$ 261 12
"GALVESTON ISD"	0 6277034246	<u>5,058 83</u>	<u>\$ 1,927 14</u>
	Subtotal	8,059 27	\$ 3,070 15

TRUCK OFF FOR VALUE \$16,920

Grand Total \$ 17,469 12 \$ 12,500 00

**BID FORM
FOR TAX FORECLOSED PROPERTY**

I, (We) JIMMY W. BISHOP + DEBRA J. BISHOP
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties

CAD Property # R217173 3756-0013 0155 009 described as follows

1013 E. CANAL, CRYSTAL BEACH, TX 77650

LOTS 155 + 156 + S. 1/2 LOT 154, BLOCK 13, GULF SHORES SECTION 2

(B) Bid Amount \$ 12,500.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the County of Galveston in the sum of \$ 1,250.00 which is ten percent (10%) deposit for my (our) bid or \$100.00, whichever is greater. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitation of this sale. I further understand that the "minimum bid" amount may not include other taxes due which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify Galveston County and its agents from any action or damages arising from the purchase of this property.

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing. The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years. I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing.

JIMMY W. BISHOP

DEBRA J. BISHOP

* Bidder(s) printed name

4749 Odom Rd, Ste. 101

* Address

BEAUMONT, TX 77706

* City, State Zip Code

Jimmy W. Bishop
x Debra J. Bishop

Bidder(s) Signature

(w) 409-898-8800 (c) 409-790-1208

Phone Number

MAY 16, 2012

Date

*as it will appear on the Deed

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES



Cashier's Check

084630

Date 5/17/12

Branch 0008

REMITTER JIMMY W BISHOP**

**PAY
TO THE
ORDER OF**

EXACTLY **1,250 AND 00/100 DOLLARS

\$1,250 00

GALVESTON COUNTY**
MEMO BID-1013 E CANAL

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID FEATURE PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES



Cashier's Check

095602

Date 12/03/12

Branch 0008

REMITTER JIMMY BISHOP

**PAY
TO THE
ORDER OF**

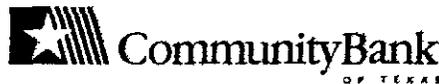
EXACTLY **11,250 AND 00/100 DOLLARS

\$11,250 00

GALVESTON COUNTY

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID FEATURE PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES



Cashier's Check

095603

Date 12/03/12

Branch 0008

REMITTER JIMMY BISHOP

**PAY
TO THE
ORDER OF**

EXACTLY **28 AND 00/100 DOLLARS

\$28.00

GALVESTON COUNTY CLERK

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID FEATURE PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591 (866) 277-472
 Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY FOR V

Property Detail Sheet (R217173)

- Home
- General Information
- News
- FAQ
- Searches

- [History](#)
- [Plat Map](#)
- [GIS Map](#)
- [Datasheet](#)
- [Protest](#)

- Property ID Search
- Account Search
- Owner Search
- Address Search

Owner Information

Owner ID **0407483**
 Owner Name **COUNTY-GALVESTON**
 Owner Address **722 MOODY AVE
 GALVESTON, TX 77550-2317**
 Property Address **1013 CANAL E
 CRYSTAL BEACH, TX 77650**

Property Data

- Detail Sheet
- History
- Datasheet

Parcel Information

Legal Description **ABST 179 PAGE 13 LOTS 155 & 156 & S 1/2 OF LOT 154 BLK 13 GULF SHORES SEC 2**
 Neighborhood **1405(1405 - Bay Vue)**
 Acreage **0.286**
 Cross Reference **3756-0013-0155-000**
 Undivided Interest **100%**
Exemption Codes **EX (Exempt Property)
 GGA (Galveston County)
 J01 (Galv College)
 RFL (Co Road & Flood)
 S10 (Galveston Isd)**
 Deed Type **Sheriff's Deed**
 Deed Book
 Deed Page **2012010419**
 Map Page **177-B**

Other

- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links
- Contact Us
- 2012 Prelim Export

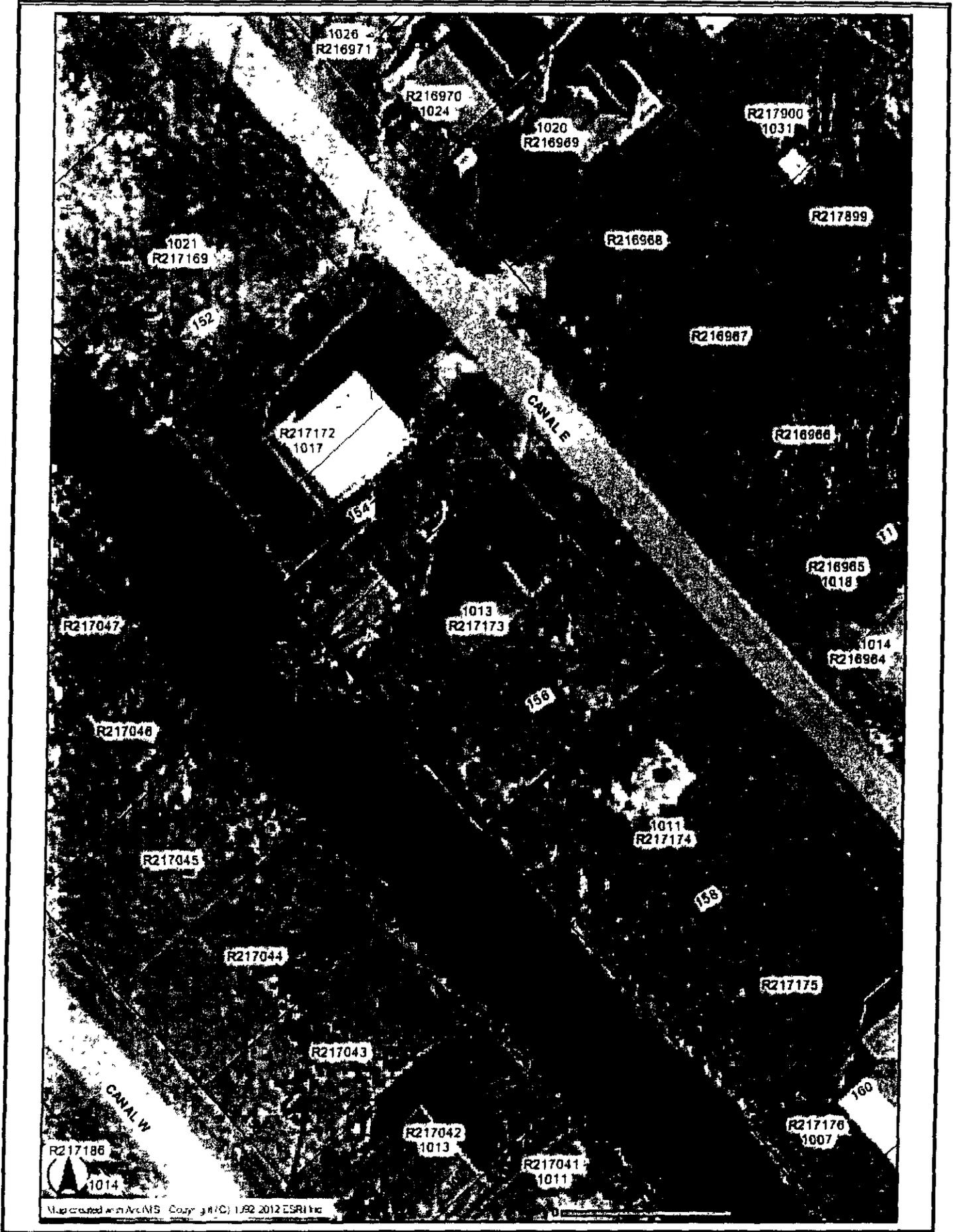
Values Breakdown 2012 Preliminary Value

Land HS	\$12,500 +	✖
Land NHS	\$0 +	
Improvement HS	\$0 +	
Improvement NHS	\$0 +	
Ag Market	\$0	
Ag Use	\$0 +	
Timber Market	\$0	
Timber Use	\$0 +	
Assessed	\$12,500 =	
	✖	

		Land		
ID	Type	SPTB	Acre	Market
<u>Land1</u>	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)		\$ 7,500
<u>Land2</u>	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)		\$ 5,000

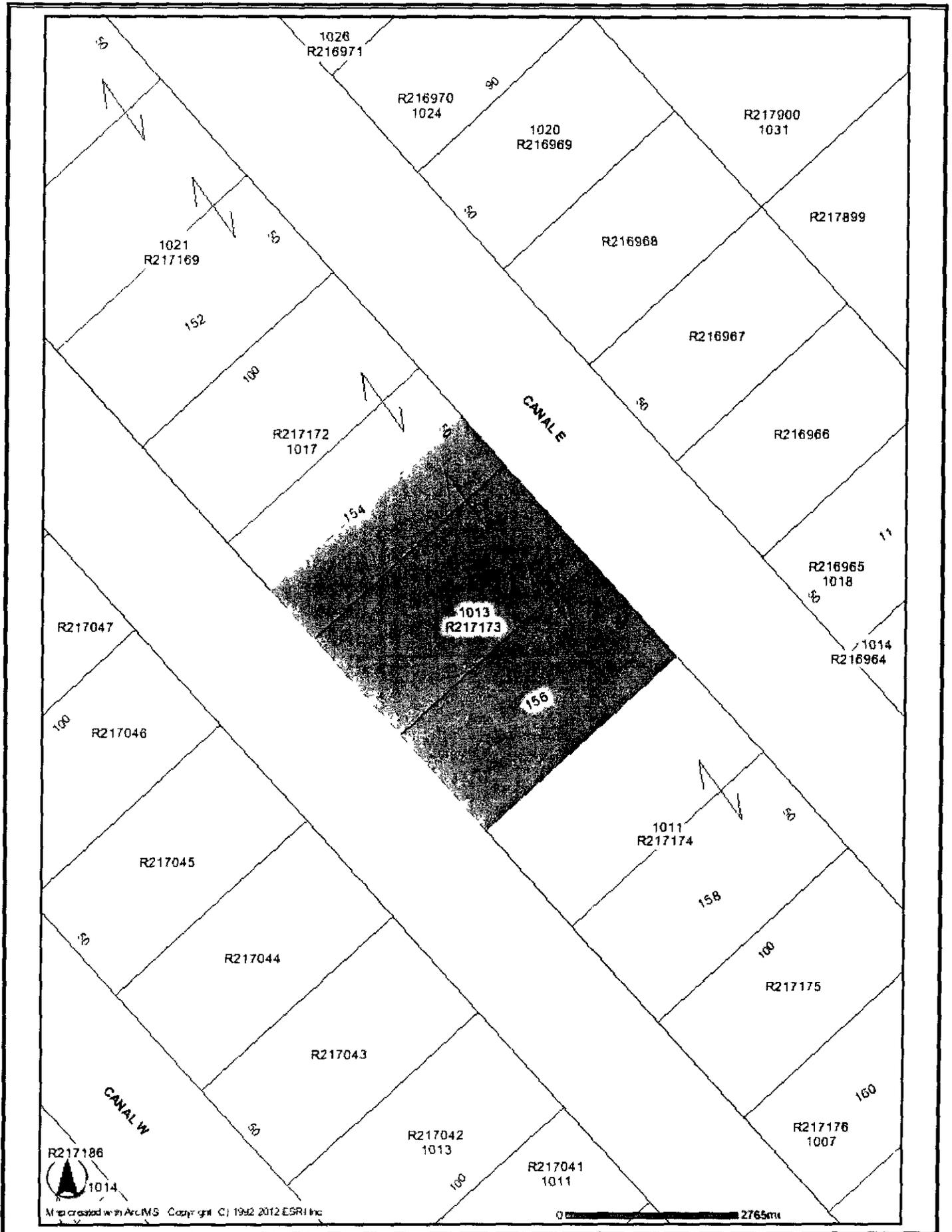
A recent version of Adobe Acrobat Reader is required to view PDF documents
 Acrobat Reader is a free program available [here](#)

Current Owner		Legal Description		Exemptions		Market	
COUNTY-GALVESTON (0407483) 722 MOODY AVE GALVESTON, TX 77550-2317		ABST 179 PAGE 13 LOTS 155 & 156 & S 1/2 OF LOT 154 BLK 13 GULF SHORES SEC 2		EX		12,500	
Situation Address		Legal Description		Exemptions		Market	
1013 CANAL E CRYSTAL BEACH TX 77650				GGA, J01, RFL, S10		12,500	
Assessed		Assessed		Assessed		Assessed	
History Information							
		2011	2010	2009	2008		
Imp HS		\$10,690	\$12,520	\$19,990	\$45,790		
Imp NHS		\$0	\$0	\$0	\$0		
Land HS		\$4,400	\$4,400	\$4,400	\$4,400		
Land NHS		\$0	\$0	\$0	\$0		
Ag Mkt		\$0	\$0	\$0	\$0		
Ag Use		\$0	\$0	\$0	\$0		
Tim Mkt		\$0	\$0	\$0	\$0		
Tim Use		\$0	\$0	\$0	\$0		
HS Cap		\$0	\$0	\$0	\$0		
Assessed		\$15,090	\$16,920	\$24,390	\$50,190		
Improvements							
Type	Description	Area	Year Built	Eff Year	Value		
<p><i>Account is Error UNTIL 2012 - THERE ARE NOT ANY IMPROVEMENTS ON THE LAND -</i></p>							
Sales							
Date	Volume	Page	Seller Name				
07/09/2011	2012010419		LINDAHL, STANLEY				
	2004076206		MARZ, MICHAEL W & JOSEFINA				
	013 35 0730		LEE, JERRY FRANKLIN & BONNIE				
	012-69-1965		ARCHER, ROBERT H				
	012-69-1965		LEE, JERRY FRANKLIN & BONNIE				
			ARCHER, ROBERT H				
Building Attributes							
Construction	Foundation	Exterior	Interior	Roof	Flooring		
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms		
Land Segments							
SPTB Description	Area	Market	Ag Value				
C9 Residential Lot	7500F	7 500	0				
C9 Residential Lot	5000F	5 000	0				



3756-0013-0155-000

1013 Canal E.



3756-0013-0155-000



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **122nd** Judicial District in Cause Numbered **09TX0022** styled "**Galveston County, et al. vs. Stanley Lindahl**" the Sheriff of Galveston County, on May 18, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **July 5, 2011**, sold and conveyed the premises to **County of Galveston**, as Trustee for itself and for **Galveston College, Galveston Independent School District** and for the sum of **Sixteen Thousand Nine Hundred Twenty and no/100 Dollars (\$16,920.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00)**, and

WHEREAS, this sale is authorized pursuant to V T C A , Tax Code §34 05(b)

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **County of Galveston, Galveston College, Galveston Independent School District** and as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **County of Galveston, Galveston College, Galveston Independent School District** and provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement

NOW, THEREFORE, in consideration of the sum of **Twelve Thousand Five Hundred and no/100 Dollars (\$3,000.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **County of Galveston, Galveston College, and Galveston Independent School District, and ("GRANTOR")**, have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Jimmy W. Bishop & Debra J. Bishop of 4749 Odom Rd., Ste. 101, Beaumont, TX 77706 ("GRANTEE")**, the following described real property, to wit

Lots One Hundred Fifty-five (155) & One Hundred Fifty-six (156) & South One-Half (S 1/2) of Lot One Hundred Fifty-four (154), Block Thirteen (13), Gulf Shores Section Two (2), Galveston County, Texas, said property being more particularly described in the instrument recorded at Clerk's File Number 2004076206 in the Official Deed Records of Galveston County, Texas.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code

GRANTOR conveys the property

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption, and
- d) subject to rights of parties in possession

GRANTOR 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 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 acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their 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,
- d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information, and
- e) that if there are any 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 premises 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, their heirs, 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 himself and his heirs, 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

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever
Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 20th day of December, 2012

COUNTY OF GALVESTON

By *Mark Henry*
Mark Henry, County Judge of Galveston County, Texas

STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, 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

GIVEN under my hand and seal of office this the 20 day of December, 2012



NOTARY PUBLIC, in and for the State of Texas

Patricia V. Grady
Printed or Typed Name of Notary

After recording return to:

Linebarger Goggan Blair & Sampson, LLP
P O Box 2789
Texas City, TX 77592-2789

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2012069775

December 20, 2012 03 37 04 PM

FEE \$28 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA

ITEM

#17b

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS. P O DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

December 7, 2012

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RECEIVED
DEC 10 2012

RE **Bids on Galveston County Tax Foreclosed Resale Property
Not Approved By Commissioner's Court
Grantee: NextLots 4, LLC**

GALVESTON COUNTY JUDGE

Dear Ms Gaspard,

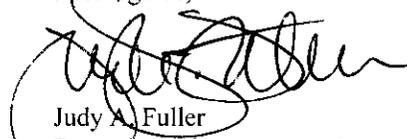
We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the High Island Independent School District and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

<u>Cause #</u>	<u>CAD #</u>	<u>Bid Amount</u>	<u>Recording Fee</u>	<u>Check #</u>
06TX0594	6551-0009-0023-000	\$ 3,250.00	\$ 36.00	9478710239

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 23, Blk 9, Singing Sands S/D #2. Galveston Cty

LOCATION: N. Tuna Dr., Crystal Beach, TX

CAD ACCOUNT #: Land NHS \$3,250
6551-0009-0023-000 R186558 Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 10/02/12 **REDEMPTION EXPIRES:** 05/02/13

CAUSE # 06TX0594 **STYLED:** Galveston County, et al. vs.
Larry Day, et al.

DATE DEED RECORDED: **RECORDING REFERENCE:**
11/02/12 201206085

COSTS:

GRAND TOTAL/JUDGEMENT AMT: \$ 3,250.00

TAX RESALE INFORMATION

BID AMOUNT: \$2,000.00

NAME OF BIDDER: NextLots 4, L.L.C.
Lee J. Schmitt
P.O. Box 865
Lancaster, TX 75146-0865

RESALE OF PROPERTY

PROCEEDS DISTRIBUTION FORM

Cause Number **06TX0594** on the docket of the **122nd** District Court
GALVESTON COUNTY, ET AL. VS. LARRY DAY, ET AL.

Property Account Number **6551-0009-0023-000**

Legal Description **LOT TWENTY-THREE (23), BLOCK NINE (9), SINGING SANDS SUBDIVISION NO. 2, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 254-A, PAGE 88, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on OCTOBER 2, 2012 for **\$3,250.00**

Property Re-Sold to **NEXTLOTS 4, L.L.C., P.O. BOX 865, LANCASTER, TX 75146-0865** for **\$2,000.00**

Proceeds Distribution

	Original Amt	Actual
	<u>Due At Sale</u>	<u>Disbursement</u>
<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>		
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	\$ 675 00	\$ 675 00
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2012060585)	\$ -	\$ 20 00
(3) Attorney Ad Litem Fees		
to "Mary Beth Nelson" 830 Apollo Lane, Houston, TX 77058	\$ 500 00	\$ 500 00
(4) Court Costs		
to "Galveston County District Clerk"	\$ 546 00	\$ 546 00
(5) Title Search Fees		
to "Lyn Wingert & Associates"	\$ 250 00	\$ 250 00
(6) Reimbursement - Costs, Fees		
to "Galveston County" (resale advertising fees)	\$ -	\$ -
	\$ 1,971 00	\$ 1,991 00

Taxing Entity Distribution

	Proportionate	Taxes Due at	Resale
	<u>Share</u>	<u>Original Sale</u>	<u>Share/(Loss)</u>
to "COUNTY OF GALVESTON"	0.2738363716	\$ 844 71	\$ 2 46
to "HIGH ISLAND INDEPENDENT SCHOOL DISTRICT"	0.7261636284	\$ 2,240 03	\$ 6 54
	Subtotal	\$ 3,084 74	\$ 9 00
	Grand Total	\$ 5,055 74	\$ 2,000 00

**BID FORM
FOR TAX FORECLOSED PROPERTY**

I (We), NEXTLOTS 4 LLC
hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following property:

CAD Property # 6551-0009-0023-000, described as follows:
LOT 23, BLK 9, SINGING SANDS S/D # 2
TUNA DRIVE

(B) Bid amount \$ 2000.00

Enclosed is my (our) Cashier's or Certified check made payable to the "Galveston County" in the sum of \$ 200.00, which is ten percent (10%) of my (our) bid. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that each of the taxing entities made a party to the foreclosure have the right to reject any or all bids and waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitations of this sale. I further understand that the "minimum bid" amount may not include other taxes which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the taxing entities and its agents from any action or damages arising from the purchase of this property.



Lee J. Schmitt
*Bidder(s) printed name

P.O. Box 865
*Address

LANCASTER, TX 75-146
*City/State/Zip Code



Bidder(s) Signature(s)

214-686-6806
Phone Number

10-7-12
Date

* as it will appear on the Deed

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9478709775
25-3
440

Date 10/09/2012

Remitter NEXTLOTS 3 LLC

Pay: TWO HUNDRED DOLLARS AND 00 CENTS

Pay To The GALVESTON COUNTY
Order Of

\$ *****200.00 ***

Drawn: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N A
Columbus, OH



282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9478710238
25-3
440

Date 12/04/2012

Remitter NEXTLOTS 4 LLC

Pay: ONE THOUSAND EIGHT HUNDRED DOLLARS AND 00 CENTS

Pay To The GALVESTON COUNTY
Order Of

\$ *****1,800.00 ***

Drawn: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N A
Columbus, OH



282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9478710239
25-3
440

Date 12/04/2012

Remitter NEXTLOTS 4 LLC

Pay: THIRTY SIX DOLLARS AND 00 CENTS

Pay To The GALVESTON COUNTY CLERK
Order Of

\$ *****36 00 ***

Drawn: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N A
Columbus, OH





Galveston Central Appraisal District

9850 Emmett I. Lowry Expressway Ste. A, Texas City, TX 77591, (866) 277-4725
 Data on this Web site represents Certified 2012 Information

- Home
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Property Detail Sheet (R186558)

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 [Plat Map](#)
 [GIS Map](#)
 [Datasheet](#)
[Protest](#)
 [Notifications](#)

- Searches**
- Property ID Search
 - Account Search
 - Owner Search
 - Address Search

Owner Information

Owner ID **O183615**
 Owner Name **DAY, LARRY L**
 Owner Address **PO BOX 965**
CALDWELL, TX 77836-0965
 Property Address

Property Data

- **Detail Sheet**
 - History
 - Datasheet
- Other**
- Taxing Units
 - Neighborhoods
 - Abstracts
 - Subdivisions
 - ARB Rules
 - ONLINE Protest Info
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 - Tax Code
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 - Property Codes
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 - GIS Map Viewer
 - County Tax Office
 - GIS Shape Files
 - PDF Map Index
 - NBHD Map Index
 - 3D Aerial Photos
 - Links
 - Contact Us
 - 2012 Certified Roll
 - Directory

Parcel Information

Legal Description **ABST 141 M KNOWLTON LOT 23 BLK 9 SINGING SANDS S-D 2**
 Neighborhood **6551(6551 - Singing Sands 2)**
 Acreage **0.208**
 Cross Reference **6551-0009-0023-000**
 Undivided Interest **100%**

Exemption Codes

Entity Codes **GGA (Galveston County)
 S13 (High Island Isd)
 RFL (Co Road & Flood)**

Deed Type
 Deed Book
 Deed Page
 Map Page **156-A**
 Links

Values Breakdown	2012 Value
Land HS	\$0 +
Land NHS	\$3,250 +
Improvement HS	\$0 +
Improvement NHS	\$0 +
Ag Market	\$0
Ag Use	\$0 +
Timber Market	\$0
Timber Use	\$0 +
Assessed	\$3,250 =

		Land		
ID	Type	SPTB	Acres	Market
<u>Land1</u>	CN (Canal)	C1 (Real Vacant Plotted Lots/tracts)		\$ 3,250

A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#)

Current Owner		Legal Description		Exemptions		Market		
DAY, LARRY L (O183615) PO BOX 965 CALDWELL, TX 77836-0965		ABST 141 M KNOWLTON LOT 23 BLK 9 SINGING SANDS S-D 2				3 250		
Situs Address				History Information				
				2012	2011	2010	2009	
				Imp HS	-	-	-	
				Imp NHS	-	-	-	
				Land HS	-	-	-	
				Land NHS	\$3,250	\$3,250	\$3,250	
				Ag Mkt	-	-	-	
				Ag Use	-	-	-	
				Tim Mkt	-	-	-	
				Tim Use	-	-	-	
				HS Cap	-	-	-	
				Assessed	\$3,250	\$3,250	\$3,250	
Sales				Improvements				
Date	Volume	Page	Seller Name	Type Description	Area	Year Built	Eff Year	Value
Building Attributes								
Construction	Foundation	Exterior	Interior	Roof	Flooring			
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms			
Land Segments								
SPTB Description	Area	Market	Ag Value					
C1 Canal	9071F	3,250						



6551-0009-0023.000



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 122nd Judicial District in Cause Numbered 06TX0594 styled "GALVESTON COUNTY, ET AL. VS. LARRY DAY, ET AL." the Sheriff of Galveston County, on AUGUST 28, 2012, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **OCTOBER 2, 2012**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **HIGH ISLAND INDEPENDENT SCHOOL DISTRICT**, for the sum of **THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)**, and

WHEREAS, this sale is authorized pursuant to V T C A , Tax Code §34 05(b)

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **GALVESTON COUNTY and HIGH ISLAND INDEPENDENT SCHOOL DISTRICT**, as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **GALVESTON COUNTY and HIGH ISLAND INDEPENDENT SCHOOL DISTRICT**, provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement

NOW, THEREFORE, in consideration of the sum of **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **GALVESTON COUNTY and HIGH ISLAND INDEPENDENT SCHOOL DISTRICT ("GRANTOR")**, have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS 4, L.L.C.**, of **P.O. BOX 865, LANCASTER, TX 75146-0865 ("GRANTEE")**, the following described real property, to wit

LOT TWENTY-THREE (23), BLOCK NINE (9), SINGING SANDS SUBDIVISION NO. 2, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 254-A, PAGE 88, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5 023 of the Texas Property Code

GRANTOR conveys the property

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption, and
- d) subject to rights of parties in possession

GRANTOR 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 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 acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their 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,
- d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information, and
- e) that if there are any 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 premises 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, their heirs, 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 himself and his heirs, 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.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever

Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 20th day of December, 2012

COUNTY OF GALVESTON

By *Mark Henry*
County Judge of Galveston County, Texas

STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, 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

GIVEN under my hand and seal of office this the 20 day of December 2012



NOTARY PUBLIC, in and for the State of Texas

Patricia V Grady

Printed or Typed Name of Notary

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever

Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 16th day of November, 2012

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

By Bennie Barrow

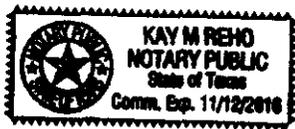
STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Bennie Barrow as Board of Trustees President, of High Island Independent School District, 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

GIVEN under my hand and seal of office this the 16 day of November, 2012



Kay M Reho
NOTARY PUBLIC, in and for the State of Texas

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2012069781

December 20, 2012 03 41 48 PM

FEE \$32 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

After recording return to:
Linebarger Goggan Blair & Sampson, LLP
P O Drawer 2789
Texas City, TX 77592-2789

AGENDA

ITEM

#17c

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS P O DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

Brent Richbook, Partner

409/948-3401
FAX 409/945-9814

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

December 7, 2012

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property**
Not Approved By Commissioner's Court
Grantee: NextLots, LLC

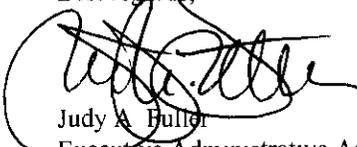
Dear Ms Gaspard,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the Bolivar Peninsula Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

<u>Cause #</u>	<u>CAD #</u>	<u>Bid Amount</u>	<u>Recording Fee</u>	<u>Check #</u>
07TX0627	4382-0000-0289-000	\$ 2,700.00	\$ 28.00	9478710235

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS
Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 289, Kingston Beach S/D #1

LOCATION: 1203 Bahama Lane, Port Bolivar, TX 77650

CAD ACCOUNT #: 4382-0000-0289-000
Land NHS \$ 5,320
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 08/04/09 **REDEMPTION EXPIRES:** EXPIRED
CAUSE # 07TX0627 **STYLED:** County of Galveston vs.
Donald Ray Wilturner, et al.

DATE DEED RECORDED: 08/14/09 **RECORDING REFERENCE:**
2009045680

COSTS:

GRAND TOTAL/JUDGEMENT AMT: **\$ 5,320.00**

TAX RESALE INFORMATION

BID AMOUNT: \$2,700.00

NAME OF BIDDER: NextLots, LLC
Lee J. Schmitt
P O Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **07TX0627** on the docket of the **56th** District Court
COUNTY OF GALVESTON VS. DONALD RAY WILTURNER, ET AL.

Property Account Number **4382-0000-0289-000**

Legal Description **LOT TWO HUNDRED EIGHTY-NINE (289), KINGSTON BEACH SUBDIVISION #1, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED AT VOLUME 2183, PAGE 306 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on AUGUST 4, 2009 for **\$5,320.00**

NEXTLOTS, LLC of P.O.BOX 865, LANCASTER, TX 75146 for \$2,700.00

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34 02</u>	<u>Original Amt</u> <u>Due At Sale</u>	<u>Actual</u> <u>Disbursement</u>
(1) Advertising to "Galveston County Sheriffs Dept " (publication costs)	\$ 583 34	\$ 583 34
(2) Reimbursement - Costs, Fees to "Galveston County Clerk " (recording fee #2009045680)	\$ -	\$ 20 00
(3) Attorney Ad Litem Fees to NONE IN THIS CAUSE	\$ -	\$ -
(4) Court Costs to "Galveston County District Clerk"	\$ 348 00	\$ 348 00
(5) Title Search Fees to "Lyn Wingert & Associates"	\$ 250 00	\$ 250 00
(6) Reimbursement - Costs, Fees to "Galveston County" (resale advertising fees)	\$ -	\$ -
	\$ 1,181 34	\$ 1,201 34

Taxing Entity Distribution

	<u>Proportionate</u> <u>Share</u>	<u>Taxes Due at</u> <u>Original Sale</u>	<u>Resale</u> <u>Share/(Loss)</u>
to "COUNTY OF GALVESTON"	0 243834339	\$ 2,239 65	\$ 365 42
to "GALVESTON INDEPENDENT SCHOOL DISTRICT"	0 672441240	\$ 6,176 47	\$ 1,007 76
to "GALVESTON COLLEGE"	0 083724421	\$ 769 03	\$ 125 47
	Subtotal	\$ 9,185 15	\$ 1,498 66
STRUCK OFF FOR VALUE \$5,320.00	Grand Total	\$ 10,366 49	\$ 2,700 00

**BID FORM
FOR TAX FORECLOSED PROPERTY**

I (We), NEXT LOTS LLC
hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following property:

CAD Property # 4382-0000-0289-000, described as follows:
LOT 289, KINGSTON BEACH S/D #1
PORT BOLIVAR
1203 Banana Ln Port Bolivar, TX 77650

(B) Bid amount \$ 2700.00

Enclosed is my (our) Cashier's or Certified check made payable to the "Galveston County" in the sum of \$ 270, which is ten percent (10%) of my (our) bid. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that each of the taxing entities made a party to the foreclosure have the right to reject any or all bids and waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitations of this sale. I further understand that the "minimum bid" amount may not include other taxes which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the taxing entities and its agents from any action or damages arising from the purchase of this property.

NEXT LOTS LLC

Lee Schmitt

*Bidder(s) printed name

P.O. 865

*Address

LANCASTER TX 75146

*City/State/Zip Code



Bidder(s) Signature(s)

214-686-6806

Phone Number

6-6-12

Date

* as it will appear on the Deed

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Remitter

NEXTLOTS LLC

9478708419

25-3
440

Date 06/08/2012

Pay: TWO HUNDRED SEVENTY DOLLARS AND 00 CENTS

Pay To The GALVESTON COUNTY
Order Of

\$ *****270.00 ***

Drawn: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N A
Columbus, OH



282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Remitter

NEXTLOTS 4 LLC

9478710234

25-3
440

Date 12/04/2012

Pay: TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS AND 00 CENTS

Pay To The GALVESTON COUNTY
Order Of

\$ *****2,430.00 ***

Drawn: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N A
Columbus, OH



282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Remitter

NEXTLOTS 4 LLC

9478710235

25-3
440

Date 12/04/2012

Pay: TWENTY EIGHT DOLLARS AND 00 CENTS

Pay To The GALVESTON COUNTY CLERK
Order Of

\$ *****28 00 ***

Drawn: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N A
Columbus, OH



Galveston Central Appraisal District

9850 Emmett F Lowry Expressway, Ste A, Texas City, TX 77591, (866) 277-472
 Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY FOR V

Property Detail Sheet (R206069)

- Home
- General Information
- News
- FAQ

[History](#)
[Plat Map](#)
[GIS Map](#)
[Datasheet](#)
[Protest](#)

Searches

- Property ID Search
- Account Search
- Owner Search
- Address Search

Owner Information

Owner ID **O407483**
 Owner Name **COUNTY-GALVESTON**
 Owner Address **722 MOODY AVE**
GALVESTON, TX 77550-2317
 Property Address **1203 BAHAMA LN**
PORT BOLIVAR, TX 77650

Property Data

• Detail Sheet

- History
- Datasheet

Parcel Information

Legal Description **ABST 162 PAGE 12 LOT 289 KINGSTON BEACH SUB #1**
 Neighborhood **4382(4382 - Kingston Beach)**
 Acreage **0 128**
 Cross Reference **4382-0000-0289-000**
 Undivided Interest **100%**
Exemption Codes **EX (Exempt Property)**
 Entity Codes **GGA (Galveston County)**
J01 (Galv College)
RFL (Co Road & Flood)
S10 (Galveston Isd)
 Deed Type **Sheriff's Deed**
 Deed Book
 Deed Page **2009045689**
 Map Page **244-A**

Other

- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
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- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links
- Contact Us
- 2012 Prelim Export

Values Breakdown

2012 Preliminary Value

Land HS	\$0 +
Land NHS	\$5,320 +
Improvement HS	\$0 +
Improvement NHS	\$0 +
Ag Market	\$0
Ag Use	\$0 +
Timber Market	\$0
Timber Use	\$0 +
Assessed	\$5,320 =

				Land		
ID	Type	SPTB		Acre		Market
<u>Land1</u>	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)				\$ 5,320

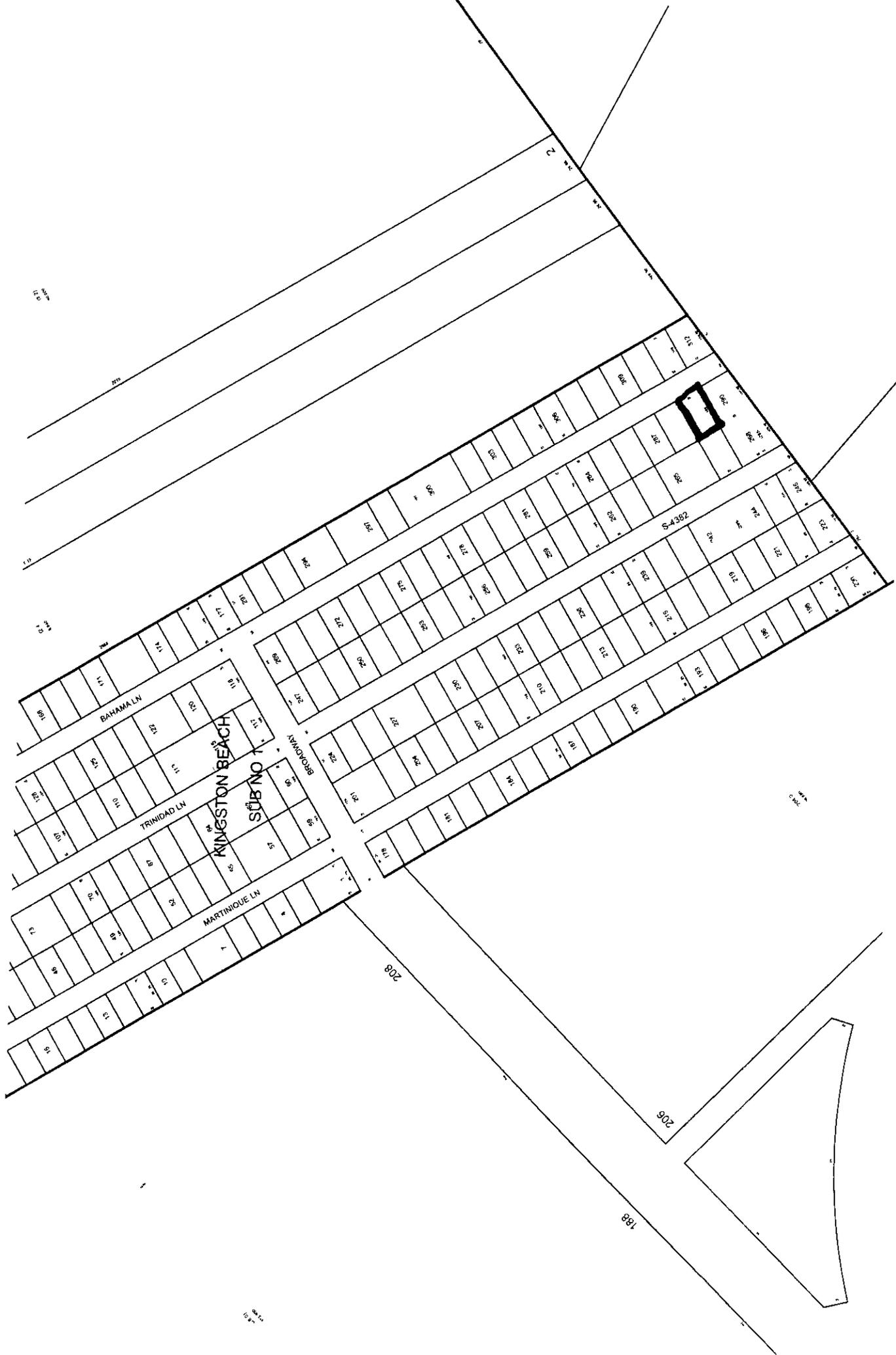


A recent version of Adobe Acrobat Reader is required to view PDF documents
 Acrobat Reader is a free program available [here](#)



43 PZ-0000-0289-000

Lot 289, Kingston Beach SID #1



4382-0000-0289-000



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TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **56th** Judicial District in Cause Numbered **07TX0627** styled "**COUNTY OF GALVESTON VS. DONALD RAY WILTURNER, ET AL.**" the Sheriff of Galveston County, on JUNE 19, 2009, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **AUGUST 4, 2009**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **GALVESTON INDEPENDENT SCHOOL DISTRICT**, and **GALVESTON COLLEGE**, for the sum of **FIVE THOUSAND THREE HUNDRED TWENTY AND NO/100 DOLLARS (\$5,320.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$2,700.00)**, and

WHEREAS, this sale is authorized pursuant to V T C A , Tax Code §34 05(b)

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **COUNTY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT**, and **GALVESTON COLLEGE** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT**, and **GALVESTON COLLEGE** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$2,700.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **COUNTY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT**, and **GALVESTON COLLEGE**, ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS, LLC**, of **P.O. BOX 865, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit

LOT TWO HUNDRED EIGHTY-NINE (289), KINGSTON BEACH SUBDIVISION #1, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED AT VOLUME 2183, PAGE 306 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5 023 of the Texas Property Code

GRANTOR conveys the property

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption, and
- d) subject to rights of parties in possession

GRANTOR 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 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 acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their 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,
- d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information, and
- e) that if there are any 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 premises 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, their heirs, 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 an 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 our 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 himself and his heirs, 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

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever

Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 20th day of December, 2012

COUNTY OF GALVESTON

By 
County Judge of Galveston County, Texas

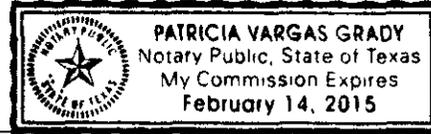
STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, 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

GIVEN under my hand and seal of office this the 20 day of December, 2012



NOTARY PUBLIC, in and for the State of Texas

Patricia V Grady
Printed or Typed Name of Notary

After recording return to:

Linebarger Goggan Blair & Sampson, LLP
P O Box 2789
Texas City, TX 77592-2789

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2012069784

December 20, 2012 03 43 17 PM

FEE \$28 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA

ITEM

#17d

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

Brent Richbook, Partner

409/948-3401
FAX 409/945-9814

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

December 4, 2012

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RECEIVED
DEC 07 2012

RE **Bids on Galveston County Tax Foreclosed Resale Property
Not Approved By Commissioner's Court
Grantee: Nolan R. Kerr & Jerrie S. Kerr**

GALVESTON COUNTY JUDGE

Dear Ms Gaspard,

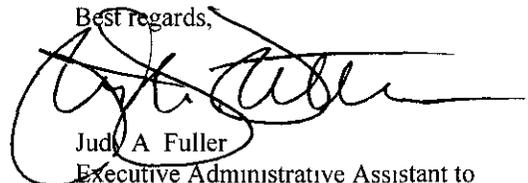
We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the Bolivar Peninsula Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

<u>Cause #</u>	<u>CAD #</u>	<u>Bid Amount</u>	<u>Recording Fee</u>	<u>Check #</u>
10TX0930	3849-0000-0029-000	\$ 7,500.00	\$ 28.00	1001181
	3849-0000-0031-000			
	3849-0000-0032-000			

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,


Judy A Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lots 29, 30, 31 & 32, Hardy S/D #2

LOCATION: 1204 – 26th St. Port Bolivar, TX 77650

CAD ACCOUNT #: 3849-0000-0029-000 Land NHS \$11,530
3849-0000-0031-000 Imp NHS \$
3849-0000-0032-000

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 10/02/12 **REDEMPTION EXPIRES:** 04/02/13

CAUSE # 10TX0930

STYLED: County of Galveston, et al.
vs. Richard James Sampson

DATE DEED RECORDED:
11/02/12

RECORDING REFERENCE:
2012060579

COSTS:

GRAND TOTAL/JUDGEMENT AMT: \$12,057.54

TAX RESALE INFORMATION

BID AMOUNT: \$7,500.00

NAME OF BIDDER: Nolan R. Kerr & Jerrie S. Kerr
P O Box 123
Port Bolivar, TX 77650

RESALE OF PROPERTY
DISBURSEMENT FORM

(Internal Control Document for Accounting/Finance Department)

Cause Number **10TX0930** on the docket of the **56th** District Court
County of Galveston, et al. vs. Richard James Sampson

Property Account Number: **3849-0000-0029-000; 3849-0000-0031-000 & 3849-0000-0032-000**

Property Re-Sold to **Nolan R. Kerr & Jerrie S. Kerr** of **P.O. Box 123, Port Bolivar, Tx 77650**
for **\$7,500.00**

Payment of Costs Pursuant to Texas Property Tax Code §34 02

Galveston County Sheriff's Dept (publication costs)	\$ 885 00
Galveston County Clerk (recording fee #2012060579)	\$ 20.00
Michael Guarino 6710 Stewart Rd #300, Galveston, TX 77551	\$ 500 00
Galveston County District Clerk (court costs)	\$ 506 00
Lyn Wingert & Associates 2286 Gemini St Houston, TX 77058	\$ 350 00
Galveston County (taxes)	\$ 5,239 00
	<hr/>
Total	\$ 7,500 00

**RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM**

Cause Number **10TX0930** on the docket of the **56th District Court**
GALVESTON COUNTY, ET AL. VS. RICHARD JAMES SAMPSON

Property Account Number **3849-0000-0029-0000; 3849-0000-0031-000 & 3849-0000-0032-000**

Legal Description **TRACT 1: LOTS TWENTY-NINE (29) & THIRTY (30), HARDY SUBDIVISION #2, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE #018-71-0499 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

TRACT 2: LOT THIRTY-ONE (31), HARDY SUBDIVISION #2, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE #018-17-0499 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS

TRACT 3: LOT THIRTY-TWO (32), HARDY SUBDIVISION #2, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE #018-17-0499 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

Property Sold at Sheriff's Sale Conducted on OCTOBER 2, 2012 for **\$12,057.54**

Property Re-Sold to **NOLAN R. KERR & JERRIE S. KERR, P.O. BOX 123, PORT BOLIVAR, TX 77650** for **\$7,500.00**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<u>Original Amt Due At Sale</u>	<u>Actual Disbursemer</u>
(1) Advertising		
to "Galveston County Sheriff's Dept." (publication costs)	\$ 885 00	\$ 885 00
(5) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee # 2012060579)	\$ 0	\$ 20 00
(2) Attorney Ad Litem Fees		
to "Michael Guarino"6710 Stewart Rd #300, Galveston, TX 77551	\$ 500 00	\$ 500 00
(3) Court Costs		
to "Galveston County District Clerk"	\$ 506 00	\$ 506 00
(4) Title Search Fees		
to "Lyn Wingert & Associates"	\$ 350 00	\$ 350 00
	<u>\$ 2,241 00</u>	<u>\$ 2,261 00</u>
 <u>Taxing Entity Distribution</u>		
	<u>Proportionate Share</u>	<u>Taxes Due at Original Sale</u>
to "COUNTY OF GALVESTON"	0 2434252805	\$ 2,389 59
to "GALVESTON COLLEGE"	0 0879158634	\$ 863 03
To "GALVESTON ISD"	0 6686588561	<u>\$ 6,563 92</u>
	Subtotal	\$ 9,816 54
	Grand Total	\$ 12,057.54
		\$ 5,239 00
		\$ 7,500.00

**BID FORM
FOR TAX FORECLOSED PROPERTY**

I, (We) Nolan R & Jerrie S. KERR
hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following properties

CAD Property R205779, R205780, R205781, described as follows
see attached legal description

(B) Bid Amount \$ 7,500.⁰⁰

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of \$ 750.⁰⁰, which is ten percent (10%) deposit for my (our) bid or \$100.00, whichever is greater. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitation of this sale. I further understand that the "minimum bid" amount may not include other taxes due which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify Galveston County and its agents from any action or damages arising from the purchase of this property.

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing. The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years. I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing.

Nolan R. Kerr
Jerrie S. Kerr
* Bidder(s) printed name

Nolan R. Kerr
Jerrie S. Kerr
* Bidder(s) Signature

P.O. Box 123
* Address

409-790-6721
Phone Number

Port Bolivar, TX 77650
* City, State Zip Code

Oct 22, 2012
Date

*as it will appear on the Deed

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY



TEXAS FIRST BANK

1131 Agent for MoneyGram

NOTICE TO CUSTOMERS
The purchase of an Indemnity Bond may be required before this check will be replaced or refunded in the event it is lost, misplaced or stolen

TELLER CHECK

5070933955

10/18/12

DATE

5.70
110

PAY TO THE ORDER OF

##County of Galveston##

##750.00##

##SEVEN HUNDRED FIFTY AND 00/100##

Nolan and Jerrie Sue Kerr

NAME OF REMITTER

TEXAS FIRST BANK

DRAWER

BY *Stoney A. Barrow*
AUTHORIZED SIGNATURE

MONEYGRAM PAYMENT SYSTEMS, INC., P.O. BOX 9476, MINNEAPOLIS, MN 55480
THE BANK OF NEW YORK MELLON, EVERETT, MA

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

TEXAS FIRST BANK

Texas City, TX 77592

OFFICIAL CHECK

1001180

ISSUED BY MONEYGRAM PAYMENT SYSTEMS INC
P O BOX 9476 MINNEAPOLIS MN 55480
DRAWEE THE BANK OF NEW YORK MELLON EVERETT, MA

5.709
110

DATE December 4, 2012

REMITTER NOLAN AND JERRIE SUE KERR

PAY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100

*****6,750.00

TO THE ORDER OF GALVESTON COUNTY

DRAWER TEXAS FIRST BANK

Yolanda Martinez
AUTHORIZED SIGNATURE

PURPOSE

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

TEXAS FIRST BANK

Texas City, TX 77592

OFFICIAL CHECK

1001181

ISSUED BY MONEYGRAM PAYMENT SYSTEMS INC
P O. BOX 9476 MINNEAPOLIS MN 55480
DRAWEE THE BANK OF NEW YORK MELLON EVERETT, MA

5.709
110

DATE December 4, 2012

REMITTER NOLAN AND JERRIE SUE KERR

PAY TWENTY-EIGHT AND 00/100

*****28.00

TO THE ORDER OF GALVESTON COUNTY CLERK

DRAWER TEXAS FIRST BANK



Galveston Central Appraisal District

9850 Emmett Lowry Expressway, Ste. A, Texas City, TX 77591 (866) 277-4725
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Owner Information

Owner ID **O522829**
 Owner Name **SAMPSON, RICHARD JAMES**
 Owner Address **PO BOX 213**
PORT BOLIVAR, TX 77650
 Property Address **1204 26 1/2 ST**
PORT BOLIVAR, TX 77650

Parcel Information

Legal Description **ABST 162 PAGE 6 LOT 31 HARDY SUB #2**
 Neighborhood **5959(5959 - Port Bolivar Outlots)**
 Acreage **0.18**
 Cross Reference **3849-0000-0031-000**
 Undivided Interest **100%**

Exemption Codes:

Entity Codes **GGA (Galveston County)**
J01 (Galv College)
RFL (Co Road & Flood)
S10 (Galveston Isd)

Deed Type **Warranty Deed**
 Deed Book
 Deed Page **2003015033**
 Map Page **243-D**

Values Breakdown 2012 Value

Land HS	\$2,700 +
Land NHS	\$0 +
Improvement HS	\$0 +
Improvement NHS	\$0 +
Ag Market	\$0
Ag Use	\$0 +
Timber Market	\$0
Timber Use	\$0 +
Assessed	\$2,700 =

		Land			
ID	Type	SPTB	Acres	Market	
<u>Land1</u>	RL (Residential Lot)	C1 (Real Vacant Plotted Lots/tracts)		\$ 2,700	



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Current Owner		Legal Description		Exemptions		Market			
SAMPSON, RICHARD JAMES (O522829) PO BOX 213 PORT BOLIVAR, TX 77650		ABST 162 PAGE 6 LOT 31 HARDY SUB #2				2,700			
Situs Address		History Information		2011		2010		2009	
1204 26 1/2 ST PORT BOLIVAR, TX 77650									
Sales		Area		Year Built		Eff Year		Value	
Date	Volume	Page	Seller Name	Type Description	Area	Year Built	Eff Year	Value	Assessed
	2003015033		SAMPSON, MYRTLE BELLE BELLE, MYRTLE SAMPSON R E & WIFE	Imp HS	\$0	\$0	\$0	\$0	\$0
				Imp NHS	\$0	\$0	\$0	\$0	\$0
				Land HS	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
				Land NHS	\$0	\$0	\$0	\$0	\$0
				Ag Mkt	\$0	\$0	\$0	\$0	\$0
				Ag Use	\$0	\$0	\$0	\$0	\$0
				Tim Mkt	\$0	\$0	\$0	\$0	\$0
				Tim Use	\$0	\$0	\$0	\$0	\$0
				HS Cap	-	-	-	-	-
				Assessed	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
Building Attributes		Land Segments		Improvements		Year Built		Value	
Construction	Foundation	Exterior	Interior	Roof	Flooring	Type Description	Area	Year Built	Value
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms				
SPTB Description		Area		Market		Ag Value			
C1	Residential Lot	7875F	2,700	2,700	0				



Galveston Central Appraisal District

9850 Emmett Lowry Expressway, Ste A Texas City TX 77591 (866) 277-4725

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Owner Information

Owner ID **O522829**
 Owner Name **SAMPSON, RICHARD JAMES**
 Owner Address **PO BOX 213**
PORT BOLIVAR, TX 77650
 Property Address

Parcel Information

Legal Description **ABST 162 PAGE 6 LOT 32 HARDY SUB #2**
 Neighborhood **5959(5959 - Port Bolivar Outlots)**
 Acreage **0.18**
 Cross Reference **3849-0000-0032-000**
 Undivided Interest **100%**

Exemption Codes

Entity Codes **GGA (Galveston County)**
J01 (Galv College)
RFL (Co Road & Flood)
S10 (Galveston Isd)
 Deed Type **Warranty Deed**

Deed Book
 Deed Page **2003015033**
 Map Page **243-D**

Values Breakdown 2012 Value

Land HS	\$0 +
Land NHS	\$2,700 +
Improvement HS	\$0 +
Improvement NHS	\$1,500 +
Ag Market	\$0
Ag Use	\$0 +
Timber Market	\$0
Timber Use	\$0 +
Assessed	\$4,200 =

Improvements

ID	Type	SPTB	Segs	Value
<u>Imp1</u>	I (Misc Improvement)	A2 (Real Residential Mobile Homes)	1	\$ 1,500

Land

ID	Type	SPTB	Acre	Market
<u>Land1</u>	RL (Residential Lot)	A2 (Real Residential Mobile Homes)		\$ 2,700



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Current Owner		Legal Description		Exemptions		Market	
SAMPSON RICHARD JAMES (O522829) PO BOX 213 PORT BOLIVAR TX 77650		ABST 162 PAGE 6 LOT 32 HARDY SUB #2				4,200	
Situs Address							
History Information							
		2012		2011		2010	
Imp HS		\$0		\$0		\$0	
Imp NHS		\$1,500		\$1,500		\$1,500	
Land HS		\$0		\$0		\$0	
Land NHS		\$2,700		\$2,700		\$2,700	
Ag Mkt		\$0		\$0		\$0	
Ag Use		\$0		\$0		\$0	
Tim Mkt		\$0		\$0		\$0	
Tim Use		\$0		\$0		\$0	
HS Cap		-		-		-	
Assessed		\$4,200		\$4,200		\$4,200	
Improvements							
Type	Description	Area	Year Built	Eff Year	Value		
I	Misc Improvement		2008	2008	\$1,500		
Mi	Miscellaneous		2008	2008	\$1,500		
Building Attributes							
Construction	Foundation	Exterior	Interior	Roof	Flooring		
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms		
			2008				
Land Segments							
SPTB Description	Area	Market	Ag Value				
A2 Residential Lot	7875F	2,700	0				



Galveston Central Appraisal District

9850 Emmett F Lowry Expressway, Ste A Texas City TX 77591, (866) 277-4725
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Owner Information

Owner ID **O522829**
 Owner Name **SAMPSON, RICHARD JAMES**
 Owner Address **PO BOX 213**
PORT BOLIVAR, TX 77650
 Property Address

Parcel Information

Legal Description **ABST 162 PAGE 6 LOTS 29 & 30 HARDY SUB #2**
 Neighborhood **5959(5959 - Port Bolivar Outlots)**
 Acreage **0.343**
 Cross Reference **3849-0000-0029-000**
 Undivided Interest **100%**

Exemption Codes

Entity Codes **GGA (Galveston County)**
J01 (Galv College)
RFL (Co Road & Flood)
S10 (Galveston Isd)

Deed Type **Warranty Deed**
 Deed Book
 Deed Page **2003015033**
 Map Page **243-D**

Values Breakdown 2012 Value

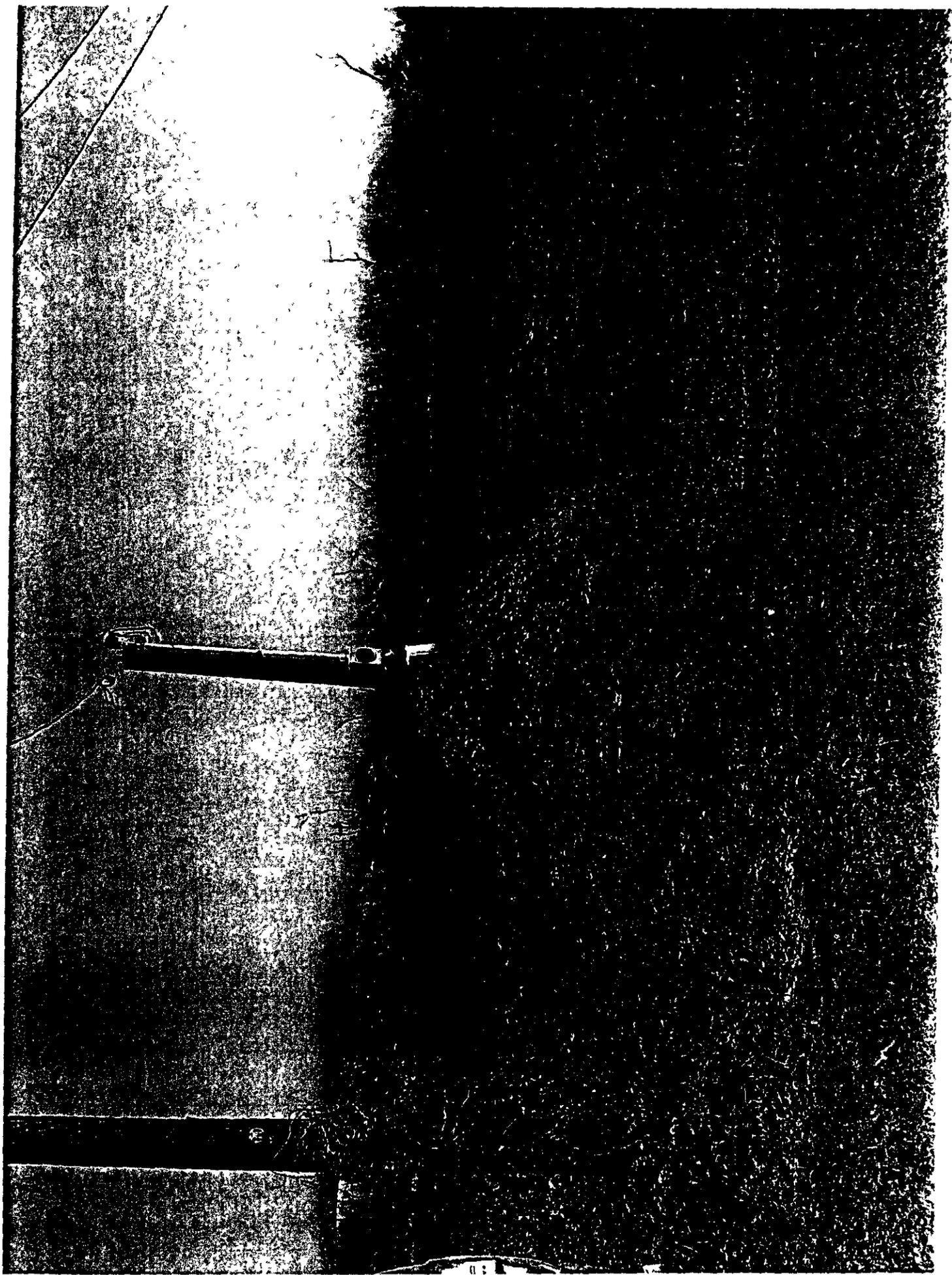
Land HS	\$0 +
Land NHS	\$4,630 +
Improvement HS	\$0 +
Improvement NHS	\$0 +
Ag Market	\$0
Ag Use	\$0 +
Timber Market	\$0
Timber Use	\$0 +
Assessed	\$4,630 =

ID	Type	SPTB	Land	Acres	Market
<u>Land1</u>	RL (Residential Lot)	C1 (Real Vacant Plotted Lots/tracts)			\$ 1,930
<u>Land2</u>	RL (Residential Lot)	C1 (Real Vacant Plotted Lots/tracts)			\$ 2,700

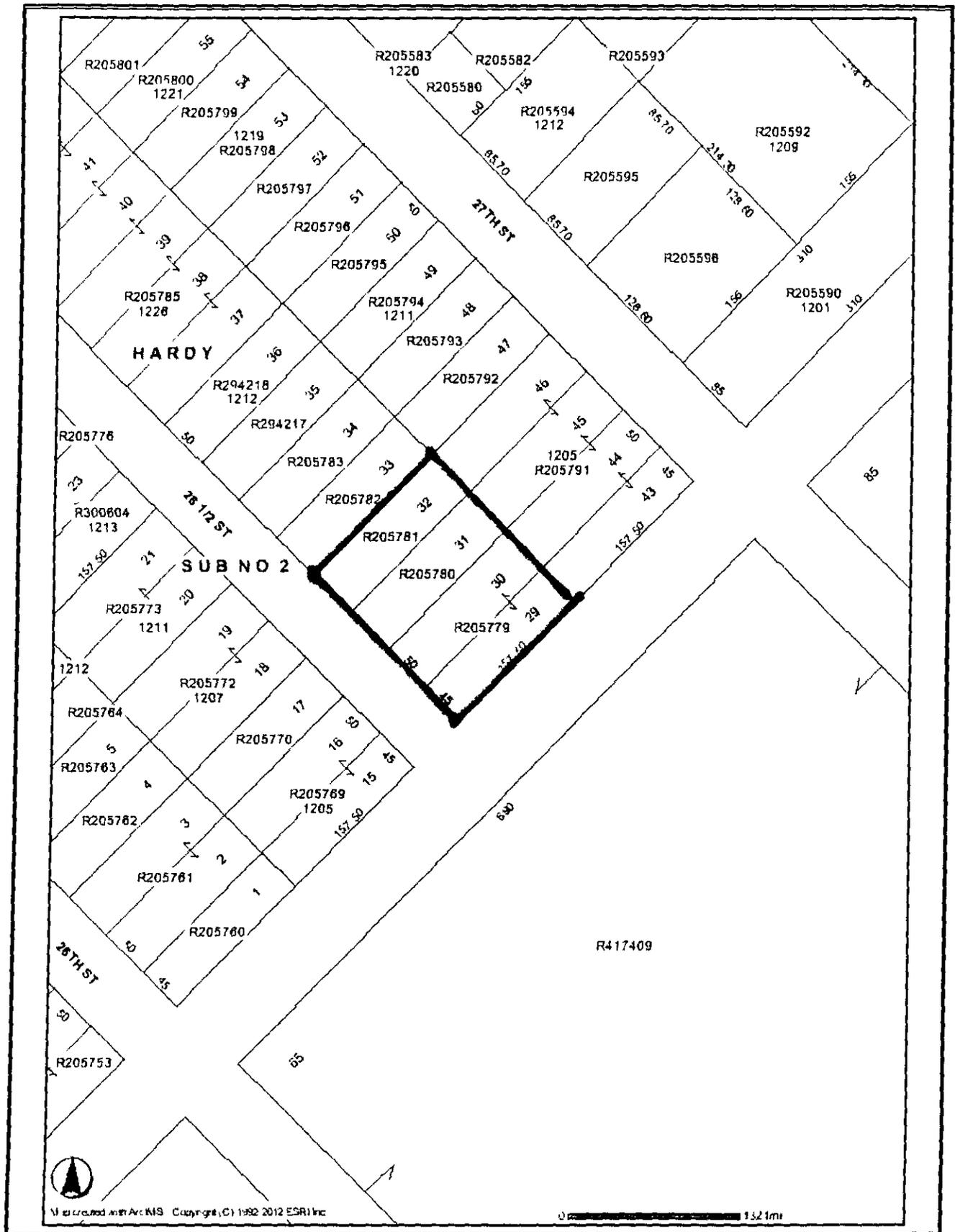


A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#)

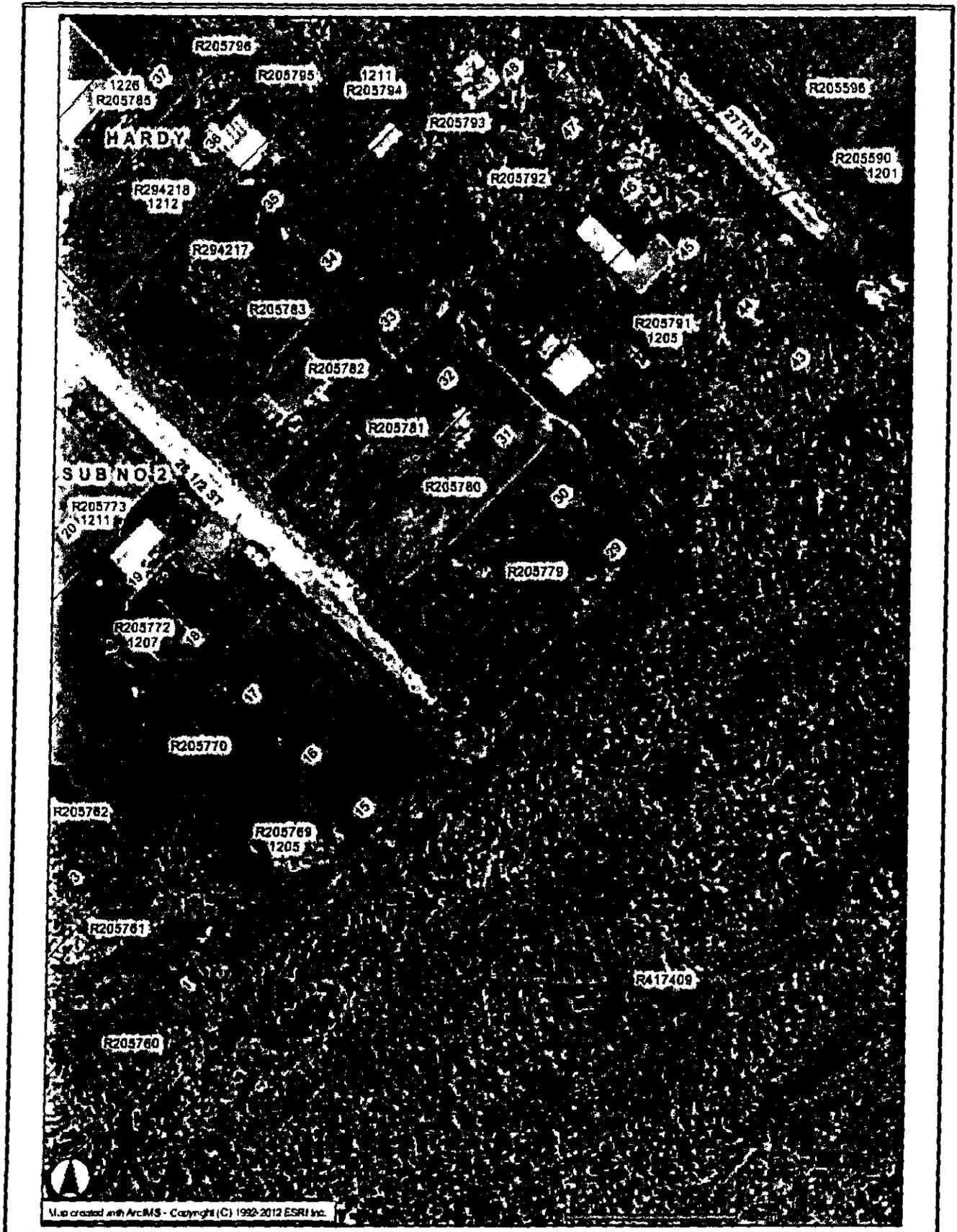
Current Owner		Legal Description		Exemptions		Market			
SAMPSON, RICHARD JAMES (0522829) PO BOX 213 PORT BOLIVAR, TX 77650		ABST 162 PAGE 6 LOTS 29 & 30 HARDY SUB #2				4,630			
Situs Address		History Information		2011		2010		2009	
Sales		Area		Year Built		Eff Year		Value	
Date	Volume	Page	Seller Name	Type Description	Area	Year Built	Eff Year	Value	Assessed
	2003015033		SAMPSON, MYRTLE BELLE SAMPSON, R E EST SAMPSON, R E	Imp HS					
				Imp NHS					
				Land HS					
				Land NHS	\$4,630			\$4,630	\$4,630
				Ag Mkt					
				Ag Use					
				Tim Mkt					
				Tim Use					
				HS Cap					
				Assessed	\$4,630			\$4,630	\$4,630
Building Attributes		Land Segments		Improvements					
Construction	Foundation	Exterior	Interior	Roof	Flooring	Year Built	Eff Year	Value	
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms				
SPTB Description		Area	Market	Ag Value					
C1	Residential Lot	7088F	1,930						
C1	Residential Lot	7875F	2,700						







3849-0000-0029-000
3849-0000-0031-000
3849-0000-0032-000



3849-0000-0029-000
3849-0000-0031-000
3849-0000-0032-000



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **56th** Judicial District in Cause Numbered **10TX0930** styled "**GALVESTON COUNTY, ET AL. VS. RICHARD JAMES SAMPSON**" the Sheriff of Galveston County, on **AUGUST 28, 2012**, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **OCTOBER 2, 2012**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **GALVESTON COLLEGE, GALVESTON INDEPENDENT SCHOOL DISTRICT** and **GALVESTON COUNTY ROAD & FLOOD** for the sum of **TWELVE THOUSAND FIFTY-SEVEN AND 54/100 DOLLARS (\$12,057.54)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00)**, and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b)

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **GALVESTON COUNTY, GALVESTON COLLEGE, GALVESTON INDEPENDENT SCHOOL DISTRICT** and **GALVESTON COUNTY ROAD & FLOOD** as permitted under Texas Government Code §791.011, and

WHEREAS the Interlocal Agreement between **GALVESTON COUNTY, GALVESTON COLLEGE, GALVESTON INDEPENDENT SCHOOL DISTRICT** and **GALVESTON COUNTY ROAD & FLOOD** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement

NOW, THEREFORE, in consideration of the sum of **SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **GALVESTON COUNTY, GALVESTON COLLEGE, and GALVESTON INDEPENDENT SCHOOL DISTRICT, and GALVESTON COUNTY ROAD & FLOOD** ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NOLAN R. KERR & JERRIE S. KERR**, of **P.O. BOX 123, PORT BOLIVAR, TX 77650** ("GRANTEE"), the following described real property, to wit

TRACT 1: LOTS TWENTY-NINE (29) & THIRTY (30), HARDY SUBDIVISION #2, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY

DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE #018-71-0499 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS

TRACT 2: LOT THIRTY-ONE (31), HARDY SUBDIVISION #2, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE #018-17-0499 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

TRACT 3: LOT THIRTY-TWO (32), HARDY SUBDIVISION #2, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE #018-17-0499 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code

GRANTOR conveys the property

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption, and
- d) subject to rights of parties in possession

GRANTOR 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 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 acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their 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,

- d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information, and
- e) that if there are any 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 premises 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, their heirs, successors, beneficiaries and assigns GRANTEE 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 himself and his heirs, 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

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever

Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 20th day of December, 2012

COUNTY OF GALVESTON

By *Mark Henry*
Mark Henry, County Judge of Galveston County, Texas

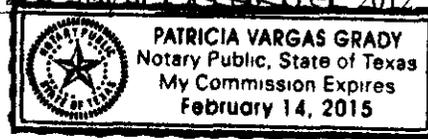
STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, 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

GIVEN under my hand and seal of office this the 20th day of December, 2012



NOTARY PUBLIC, in and for the State of Texas

Patricia V Grady
Printed or Typed Name of Notary

After recording return to:

Linebarger Goggan Blair & Sampson, LLP
P O Box 2789
Texas City, TX 77592-2789

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Dwight D. Sullivan 2012069785

December 20, 2012 03 44 29 PM

FEE \$28 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA

ITEM

#18a

PLAT AVAILABLE FOR INSPECTION IN
COUNTY ENGINEER'S OFFICE

AGENDA

ITEM

#18b

SETTLEMENT AGREEMENT
BETWEEN
GALVESTON COUNTY, TEXAS,
CIANBRO|BRANSFIELD & GORRIE

This Settlement Agreement (“Agreement”) is made among and between the County of Galveston County, Texas a political subdivision of the State of Texas, (“Owner”) and Cianbro|Bransfield & Gorrie, a joint venture (“JV”), hereinafter individually each referred to as a “Party” and collectively as the “Parties ”

RECITALS

WHEREAS, on January 27, 2003 an Agreement relating to the renovation and future maintenance of what is commonly referred to as the Old Galveston Causeway was executed by and between Galveston County, Texas a political subdivision of the State of Texas, as Owner, and The BNSF Railway Company, formerly known as The Burlington Northern and Santa Fe Railway Company, Union Pacific Railroad Company, CenterPoint Energy Houston Electric, LLC, and the City of Galveston, Texas, a political subdivision of the State of Texas, as Lessees and Gulf Coast Water Authority, a political subdivision of the State of Texas, as Licensee and Galveston Wharves, a political subdivision of the State of Texas as Beneficiary, all together with their successors and permitted assigns, and

WHEREAS, on April 7, 2010, Cianbro|Bransfield & Gorrie, pursuant to a successful bid submission, was awarded the construction contract for construction of a new vertical lift bridge adjacent to the existing railroad bridge over the Intracoastal Waterway at Mile 357.2 near Galveston, Texas, the replacement of two waterlines in the bridge vicinity, and other related work in connection therewith; and

WHEREAS, on May 10, 2010, an amendment to the Agreement was executed that, among other things, designated BNSF Railway Company (“BNSF”) as the Construction Manager for the project; and

WHEREAS, Hirschfeld by written agreement dated June 9, 2010 entered into a purchase order with the JV for the construction of the Structural Steel Package including the Structural Steel Coating System (“Coating System”) for the Galveston Causeway Railroad Bridge Over the Intercoastal Waterway at Mile 357.2- Galveston, Texas (“Project”) for the County of Galveston, Texas (“Owner”), and

WHEREAS, following an Owner inspection of the vertical lift span’s Coating System, the Owner determined that the Coating System’s application was not in compliance with the individual coating layer dry film thickness (DFT) specification requirements provided by the product manufacturer, and

WHEREAS, the Parties have reached agreement upon a settlement of the disputes between them concerning the Defective Paint System, including all claims for economic loss, property damage, and other claims resulting from the defective paint system that could be raised in a lawsuit

THEREFORE, in consideration of the mutual promises and agreements made herein, the JV and the Owners agree as follows

AGREEMENT

1. Definition of Failure for which the JV is responsible:

The JV will be responsible for repair of all failed or failing areas (“Failure”) of the paint system. A Failure is defined as any unexpected coating performance resulting from a defect in the coating system, including, but not limited to, cracking, delaminating, peeling or dis-bonding of paint.

2. Definition of Failure for which the JV is not responsible:

Failure is different than normal anticipated deterioration. The JV will not be responsible for repairing the following types of paint system deterioration

- 1 Damage to the paint system caused by marine or rail traffic, or chemical spills
Should any of these incidents occur, BNSF will conduct an inspection to document any damages to the paint system
- 2 Damage to the paint system as a result of maintenance, operation of the bridge, animals, vehicle or person traffic and any other mechanical damage resulting from wear or use
- 3 Areas stained/damaged by rust bleed out from between plies of material
- 4 Any bolted connection field painted at the jobsite
- 5 Any machinery paint or galvanized surfaces
- 6 Any coating stained/damaged by rust bleed out from bolt head, nut or washers
- 7 Gradual rusting at fasteners, shims and edges
- 8 Surface rust and minor through film rusting that gradually increases with time

3. Failure Repair Methods

The method of Failure repair used must minimize marine and rail traffic disruptions, and must comply with the project’s currently approved field repair procedures (see Exhibit #1) and the manufacturer’s product data sheets. These procedures generally include

- 1 Pressure washing to remove visible debris and soluble salts. SP-1 cleaning to remove visible grease and oil
- 2 SP-2 and SP-3 cleaning to remove peeled coatings and peel away loose coatings
- 3 Sanding edges of the repair area to feather into existing paints
- 4 Solvent wipe prior to paint application
- 5 Application of organic zinc primer to cleaned steel (if damaged to bare metal)
- 6 Application of epoxy intermediate coat to all primed spots and tie-in areas where existing coatings have been abraded
- 7 Application and squaring off of finish coat over the epoxy intermediate coat

Exhibit #1 details the full list of steps to be completed for each type of Failure repair and should be used as the reference for determining the appropriate steps to be taken in any given Failure repair

All repair work must be performed in accordance with all OSHA and local safety requirements. All coating activities will be done in accordance with the appropriate manufacturer's product data sheets. All Failure repair work must be performed in conformance with pertinent environmental regulations. If permits are required prior to performing the work, the JV will obtain

4. Warranty Inspection and Failure Repair Program

The warranty period shall start upon acceptance of the vertical lift span or the full execution of this settlement agreement, whichever occurs later

The goal of the inspection program is to inspect for unanticipated coatings performance and repair these conditions before they lead to widespread coating system Failure. The coating system should not be allowed to degrade to the point where maintenance painting becomes unrealistic

The inspection task and report will include a quantification of deterioration (% corrosion) and Failures (% and square footage of peeling and other unexpected defects) across the vertical lift span and towers, in addition to photographs that document all reported Failure or deterioration areas. Inspections will require minor access to the structure and must therefore be coordinated with the appropriate parties to minimize interruption to marine and rail operations

The inspector selected must be mutually agreeable to the Project Owners and the JV, and will perform inspections at the JV's expense. An inspection report is to be submitted to all Parties within 14 days of completion of the inspection. The JV has the right to witness each inspection

The warranty program includes the following scale of repair actions. Any Failures identified by inspections will be repaired. Any defects, deficiencies or failures totaling less than 500 SF of the bridge surface area shall be documented and will be added to defects, deficiencies and failures on the next inspection, excepting year 10

Inspection frequencies are as follows

- ☐ After 1 year – JV is responsible to repair all paint deficiencies as part of the original contract warranty which starts upon acceptance of the lift span. The Owner will jointly inspect the paint system with the JV and determine the paint work that is needed to comply with the original contract warranty provisions
- ☐ After 2 years – inspect, report findings, repair if over 500 SF of Failure. *This inspection must occur on or before one month before the end of year 2*

- After 3 years – inspect, report findings, repair if over 500 SF of Failure *This inspection must occur on or before one month before the end of year 3*
- After 5 years – inspect, report findings, repair if over 500 SF of Failure. *This inspection must occur on or before one month before the end of year 5*
- After 7 years – inspect, report findings, repair if over 500 SF of Failure *This inspection must occur on or before one month before the end of year 7*
- After 10 years – inspect, report findings, repair all areas of Failure, even if less than 500 SF. **This would be the final inspection under the warranty program and would occur on or before one month before the end date of the 10 year program*

If an inspection shows greater than 500 SF of Failure since the prior inspection, the Owner has the right to inspect at more frequent intervals than shown above. Also, if local observations by BNSF or others indicate sizable visible Failures are occurring in between inspection cycles, the Owner has the right to inspect in between the above intervals. All additional inspections will be paid by the JV if the inspection reveals Failures. The results of any interim inspections shall follow the same criteria as the scheduled inspections (mutually agreeable inspector, report due in 14 days, shared with all Parties and JV's right to attend). If an interim inspection reveals a Failure, the JV will repair at that time.

The repairs shall be coordinated with the Owner so that it may provide a representative, at the JV's cost, to witness any repairs. All repair work will be coordinated with the appropriate parties to minimize interruption to marine and rail operations.

The Owner shall provide the JV with periodic paint inspection or maintenance reports related to the coating system outside of the aforementioned inspection program, only if they are performed.

5. Warranty Bond

Through this Agreement, the Owner and the JV hereby extend the term of the warranty contained in the contract. The term of the warranty shall be 10 years beginning upon acceptance of the lift span or the execution of this settlement agreement, whichever occurs later. All repairs performed within one year from the date of the warranty period shall be performed at the JV's expense and shall not count against the warranty cap set forth below. Hirschfeld will obtain a warranty bond in the amount of Three Million Five-Hundred Thousand Dollars (\$3,500,000) to cover the cost of repairs resulting from a Failure during years 2-10 of the warranty period. Except for repairs performed within year one of the warranty period, this shall be the maximum extent of the JV's liability. If, at any time during years 2-10, the JV provides written notice to the Owner that the JV has incurred more than \$2,500,000.00 during years 2-10, in the aggregate, of the JV's Costs (as defined below) relating to the providing of repairs, replacements or services pursuant to the warranty program, the Owner shall provide written instructions to the Escrow Agent (with a copy to the JV) directing the Escrow Agent to pay to JV, as soon as

practical thereafter, from the funds held in escrow an amount equal to the JV's Costs in excess of \$2,500,000 00

For purposes of the warranty program, the term "JV's Costs" shall mean the costs and expenses of the JV related to the extended warranty program including, but not limited to, actual out of pocket costs and expenses, exclusive of profit. Within 30 days of completion of any paint repair work, the JV will provide the Owner with detailed documentation of all costs and expenses incurred for the work.

The JV shall have the right to perform any repairs required under the warranty. If the JV does not wish to perform the Failure repairs, the Owner will do so at the JV's expense and will first seek payment from the JV before making a claim on the warranty bond.

The warranty bond will remain in place for the first five years of the 10 year warranty. In addition to the warranty bond, the JV will deposit One Million Dollars (\$1,000,000) in an Escrow Account to be held in escrow by an agreed to Escrow Agent to secure the JV's obligations under the Warranty Agreement in the event the JV fails to renew the warranty bond or obtain an acceptable replacement five (5) year surety bond following the initial warranty bond expiration date, in accordance with the Escrow Agreement dated xxx between the Parties. The extended warranty bond, the replacement surety bond, and the escrow agreement will each be in a form mutually acceptable to all parties. The agreed upon forms of the extended warranty bond and the escrow agreement are attached as Exhibits #2 and #3, respectively.

6. Enforceability

This Agreement shall be enforceable only by the Parties to this Agreement, and shall not be enforceable by any person or entity that is not a signatory to this Agreement.

7. No Admissions

This Agreement is executed solely for the purpose of resolving disputed claims. By entering into this Agreement, no Party admits the truth of any alleged fact pertaining to any alleged liability, claims, defenses, or damages, which allegations, if any, are specifically denied. In that regard, the Agreement is not and shall not be construed by any Party or authority as an admission of law or facts relating to any possible claims, defenses, or causes of action.

8. Severability

The Parties agree that if any term or provision of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9. Merger

This Agreement constitutes the entire agreement between the Parties to settle the disputes between them concerning damages that have been or may be incurred by the Failures of the paint system. This Agreement supersedes all prior agreements and understandings between the Parties hereto with regard to settlement of issues arising from or relating to the Defective Paint System. There are no understandings, agreements or representations, verbal or written, regarding this Agreement except those specified herein. All non-Failure related disputes and matters will continue to be governed by the contract between the Parties entitled "Vertical Lift Span Construction for Truman-Hobbs Act Alteration of Galveston Causeway Railroad Bridge Over the Intracoastal Waterway at Mile 357.2 Near Galveston, Texas" dated May 17, 2010, as amended ("the Contract")

10. Modification

No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by all Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given

11. Representation by Counsel/Authorization

All Parties have been advised by their respective, separate legal counsel. By signature of their authorized representatives, the Parties hereby acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions

12. Authority

Each person signing this Agreement on behalf of each of the Parties represents that he/she has full power and authority to execute this Agreement and to bind the party for which he/she is signing

13. Attorneys' Fees

In the event of any action to interpret or enforce this Agreement or relating to any dispute or disagreement relating to or arising out of this Agreement, the substantially prevailing party therein shall be entitled to recover its reasonable attorneys' fees, expenses and costs (including expert witness fees, travel costs and photocopying costs), whether incurred in litigation, mediation, arbitration, at trial or on appeal

14. Amendments and Waivers

This Agreement may be amended, modified or supplemented only by written agreement signed by the Owner and the JV. No waiver will be effective hereunder unless it is in writing and signed by the party that is the holder of the applicable right, power or privilege hereunder

15. Jointly Drafted Agreement

This Agreement is the result of negotiations between the Parties, each of which has participated in the drafting of this Agreement directly or through its attorneys. Therefore, the language of this Agreement shall not be presumptively construed in favor of or against any Party.

16. Binding on Successors and Assigns

This Agreement is binding upon all Parties and their heirs, administrators, executors, transferees, successors and assigns.

17. Counterparts and Effective Date

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall constitute one Agreement. A signed counterpart which is faxed shall be valid and treated as an original, and the original signed counterpart shall be provided to the other party. This Agreement shall be effective on the last date signed by the Parties.

18. Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof.

19. Jurisdiction

With respect to any claim or action arising hereunder, each Party (i) irrevocably submits to the nonexclusive jurisdiction of the courts of the State of Texas, including without limitation the Federal District Court for the District of Texas, and any appellate courts thereof, and (ii) irrevocably waives any objection which it may have at any time to the laying on venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court, and further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Extended Warranty Bond

Bond No.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Hirschfeld Steel Group, LP at 112 W 29th Street, San Angelo, Texas 76903, as Principal and Liberty Mutual Insurance Company, as Surety (hereinafter Surety) are hereby held and firmly bound unto the County of Galveston, TX and Cianbro/Brasfield & Gorrie, II, A Joint Venture, as Obligees in the penal sum of Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000 00) (hereinafter referred to as the "Bonded Sum") for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has by written agreement dated June 9, 2010 entered into a purchase order with the Cianbro/Brasfield & Gorrie II, A Joint Venture ("Joint Venture") for the construction of the Structural Steel Package including the Structural Steel Coating System ("Coating System") for the Galveston Causeway Railroad Bridge Over the Intercostal Waterway at Mile 357 2- Galveston, Texas ("Project") for the County of Galveston, Texas ("Owner"), and

WHEREAS, following an Owner inspection of the vertical lift span's Coating System, the Owner determined that the Coating System's application was not in compliance with the individual coating layer DFT specification requirements provided by the product manufacturer, and

WHEREAS, the Owner has requested an Extended Warranty Bond ("Bond") backing the performance specifications for the Coating System per the manufacturer's specifications, and

WHEREAS, the Principal executed a Warranty Agreement dated _____ (attached as Exhibit A to this Bond), which outline the obligations covered by this Bond

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully perform its extended warranty obligations as outlined in Warranty Agreement-Exhibit A during the term of this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT

- 1 Obligees shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item") Should Principal improperly fail to remedy the Covered Item, then either Obligee shall make a

written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item

- 2 The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety Notice to the Surety shall be delivered to the attention of the Surety Claim Department at . (NEED ADDRESS)
- 3 No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item, provided however, multiple Notices of Discovery may be submitted during the term of the bond and each shall have a distinct expiration period associated with it If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

The liability of the Principal and Surety under this Bond is limited to a five (5) year term beginning on _____, 2012, and ending on _____, 2017 This bond may be extended for additional time periods via a rider at the sole discretion of the Surety

Signed and sealed this _____ day of _____, 2012

Hirschfeld Steel Group, LP

Principal

[Insert Name and Title of Officer]

Liberty Mutual Insurance Company

[Insert Name of A-I-F], Attorney-In-Fact

AGENDA

ITEM

#18c

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of October ____, 2012 (this "Escrow Agreement"), is by and among HIRSCHFELD STEEL GROUP, LP ("Hirschfeld"), CIANBRO/BRASFIELD & GORRIE II, A JOINT VENTURE ("Joint Venture"), the COUNTY OF GALVESTON, TEXAS ("Owner") and _____, as escrow agent hereunder ("Escrow Agent") Joint Venture and Owner are hereinafter sometimes referred to individually as "Beneficiary" and collectively as "Beneficiaries"

Recitals

- A Hirschfeld and Joint Venture entered into a purchase order dated June 9, 2010 (the "Contract") for the Structural Steel Coating System on the Galveston Causeway Railroad Bridge Over the Intercoastal Waterway at Mile 357 1 – Galveston, TX ("Project"), and
- B Following the inspection of the Project by the Owner, the Owner raised concerns that the coating system's application was not in compliance with the manufacturer's specifications and Hirschfeld agreed to provide a Ten (10) Year Warranty and Maintenance Agreement dated October ____, 2012 by and between Hirschfeld and Joint Venture ("Warranty Agreement") to be backed by a surety bond, and
- C As security for the Warranty Agreement, Hirschfeld will provide a Five (5) year surety bond in the amount of Three Million Dollars (\$3,000,000) covering the obligations of Hirschfeld under the Warranty Agreement and naming the Beneficiaries as dual-obligees ("Bond") Said Bond will be provided on a bond form acceptable to the Beneficiaries, by a surety acceptable to the Beneficiaries, and issued for an initial term of Five (5) years commencing on [February 1], 2012 and expiring on [January 31], 2017 ("Initial Bond Expiration Date") Hirschfeld shall attempt to renew said Bond or obtain an acceptable replacement bond for an additional term of Five (5) years at least 45 days in advance of the Initial Bond Expiration Date ("Renewal Bond"), and
- D As inducement for Hirschfeld to provide the Renewal Bond prior to the Initial Bond Expiration Date and as security for Hirschfeld's obligations under the Warranty Agreement in the event Hirschfeld fails to obtain the Renewal Bond, Hirschfeld has agreed to place One Million Dollars (\$1,000,000 00) into a depository account ("Escrow Account") to be held in escrow ("Escrow") by Escrow Agent Unless otherwise agreed to by Hirschfeld and the Joint Venture, Hirschfeld shall fund the One Million Dollars (\$1,000,000 00) to be deposited in the Escrow Account independent of the funds to be paid by the Joint Venture to Hirschfeld under the Contract, and
- E To provide for the terms and conditions of the management and use of the Escrow, the parties have agreed to the terms and conditions of this Escrow Agreement, and
- F Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it in accordance with the terms of this Escrow Agreement

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows

1 Definitions The following terms shall have the following meanings when used herein

"Business Day" means any day other than a Saturday, Sunday or any day on which Escrow Agent is closed either under Escrow Agent's holiday observance schedule, applicable law or action of any Governmental Authority

"Escrow Fund" shall mean One Million Dollars (\$1,000,000 00), deposited in the Escrow Account

"Escrow Period" shall mean the period commencing on the date of this Escrow Agreement and ending at 11 59 p m Eastern Standard Time on [February 1], 2022, unless earlier terminated by the provisions of this Escrow Agreement

"Final Decision" means a settlement agreement between Hirschfeld and the Beneficiaries or a Governmental Order of a court of competent jurisdiction (which Governmental Order is final and either non-appealable or the deadline to make appeal therefrom shall have passed)

"Governmental Authority" means any domestic federal, state or local government, or political subdivision thereof, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body, and includes any contractor acting on behalf of a Governmental Authority

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, ruling, determination or award entered by or with any Governmental Authority

"Joint Written Direction" shall mean a written direction executed by the Beneficiaries and Hirschfeld directing Escrow Agent to disburse all or a portion of the Escrow Fund or to take or refrain from taking an action pursuant to this Escrow Agreement

2 Appointment of and Acceptance by Escrow Agent Hirschfeld and the Beneficiaries hereby mutually appoint Escrow Agent to serve as escrow agent hereunder Escrow Agent hereby accepts such appointment and agrees to receive, accept, hold, invest and disburse the Escrow Fund in accordance with this Escrow Agreement

3 Deposit of Escrow Funds Simultaneously with the execution and delivery of this Escrow Agreement and at the instruction of Hirschfeld, as partial payment of the total remaining amount owed by Joint Venture to Hirschfeld in relation to the Project, Joint Venture shall wire transfer immediately available funds in the amount of One Million Dollars (\$1,000,000 00) to the account of Escrow Agent referenced on Schedule A attached hereto, for the benefit of Hirschfeld

4 Disbursements of Escrow Fund The procedure for disbursing the Escrow Fund to the parties shall be as follows

a If Hirschfeld obtains a Renewal Bond to cover the period of time from the Initial Bond Expiration Date through [February 1], 2022, Hirschfeld shall send written notice to Escrow Agent and the Beneficiaries (the "Renewal Notice") that a Renewal Bond has been secured along with a copy of the proposed Renewal Bond and requesting the disbursement of the Escrow Funds from the Escrow Agent to Hirschfeld. The approval of the request for disbursement shall be presumed unless the Beneficiaries provide to Escrow Agent and Hirschfeld written notice of objection specifying the alleged reason that the Renewal Bond is not acceptable [under the Warranty Agreement] (the "Renewal Objection") within fifteen (15) calendar days of Escrow Agent's receipt of Hirschfeld's Renewal Notice and Escrow Agent shall, as soon as practical thereafter, pay the Escrow Funds to Hirschfeld

b If (i) Escrow Agent does not receive a written Renewal Notice from Hirschfeld on or before the Initial Bond Expiration Date or (ii) Escrow Agent receives a Renewal Objection from the Beneficiaries, then the Escrow Funds shall be retained in Escrow and disbursed pursuant to of Sections 4(c)-(d) below

c Any Escrow Funds not disbursed from Escrow at the end of the Initial Bond Expiration Date shall be held by the Escrow Agent and disbursed as follows

i Upon receipt of Joint Written Directions instructing Escrow Agent to disburse the Escrow Funds, Escrow Agent shall pay such Escrow Funds consistent with the instructions set forth in the Joint Written Directions,

ii If the Beneficiaries determine that the Beneficiaries have a claim ("Open Claim") under the Warranty Agreement based upon a breach thereunder by Hirschfeld and provide written notice of the claim to Escrow Agent and Hirschfeld including a request for reimbursement and a detailed description of the repair and replacement costs actually incurred by the Beneficiaries (together with copies of all invoices paid to third parties relating thereto) to correct the alleged breach of the Warranty Agreement by Hirschfeld (the "Claim Notice"), and Hirschfeld fails to provide written notice to the Beneficiaries and the Escrow Agent of Hirschfeld's objection to such claim(s) within fifteen (15) days of Escrow Agent's receipt of such Claim notice, Escrow Agent shall, as soon as practical thereafter, pay to the Beneficiaries from the Escrow Funds the amount requested by the Beneficiaries

d On [February 1], 2022 (the "Distribution Date"), the Escrow Agent shall distribute to Hirschfeld the remaining amount of the Escrow Funds, less any Open Claim Funds (defined below) pending at such time. Any Open Claim Funds withheld from distribution in accordance with the preceding sentence shall be retained by the Escrow Agent and disbursed only in accordance with (i) a Joint Written Direction, or (ii) a Final Decision

e With respect to any Open Claim that is pending as of the Distribution Date, Hirschfeld and the Beneficiaries shall use their reasonable efforts to agree on the amount of such Open Claim (the "Claim Amount") and shall jointly notify the Escrow Agent in writing of such Claim Amount. If Hirschfeld and the Beneficiaries are not able to agree on the Claim Amount by the Distribution Date, the Claim Amount for purposes of the calculations in Section

4(d) above shall be the amount claimed in good faith by Beneficiaries in their Open Claim, and the Beneficiaries and Hirschfeld shall jointly notify the Escrow Agent in writing of such Claim Amount. The aggregate Claim Amounts with respect to any such pending Claims as of the Distribution Date are referred to as the "Open Claim Funds."

f Notwithstanding anything above to the contrary, if (i) at any time, the Joint Venture provides written notice to Escrow Agent that Hirschfeld is entitled to reimbursement of Hirschfeld's costs incurred by or on behalf of Hirschfeld in connection with its in-warranty service provided pursuant to the terms of the Warranty Agreement, Escrow Agent shall, as soon as practical thereafter, pay from the Escrow Funds to Hirschfeld the amount specified in the Joint Venture's written instructions, (ii) a Final Decision is made or entered into, the Escrow Agent shall act on such Final Decision consistent with the terms of such Final Decision, or (iii) Escrow Agent receives a Joint Written Direction instructing the Escrow Agent to pay the Escrow Funds, the Escrow Agent shall act on such Joint Written Direction.

5 Suspension of Performance, Disbursement Into Court If, at any time, (i) there shall exist any dispute between Hirschfeld and the Beneficiaries with respect to the holding or disposition of all or any portion of the Escrow Fund or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Fund or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) the parties hereto have not within thirty (30) days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 8 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be), and/or

b petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Hirschfeld, the Beneficiaries, their respective shareholders or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Fund or any delay in or with respect to any other action required or requested of Escrow Agent.

6 Administration of Escrow Account

a The Escrow Account shall be interest bearing and established to provide the greatest return available, while providing the liquidity necessary for the purposes of the Escrow Account

b The Escrow Funds shall, at all times, be considered the property and funds of Hirschfeld, except that Hirschfeld shall not withdraw any Escrow Funds from the Escrow Account except as provided herein

c Hirschfeld's tax identification number shall be the tax identification number for the account Any interest or other earnings earned on the Escrow Funds shall not be included in the Escrow Funds Interest and other earnings earned on the Escrow Funds shall be paid and distributed to Hirschfeld on a monthly basis Hirschfeld and the Beneficiaries shall receive the account statements and shall have access to account information at all times

d This Escrow Agreement shall terminate and be of no further force and effect on the date when all monies comprising the Escrow Fund have been disbursed in accordance with this Escrow Agreement or upon a Joint Written Direction

7 Investment of Funds Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Fund in the investment indicated under "Investment Instructions" on Schedule A hereto With the execution of this document, each of the parties hereto acknowledges receipt of prospectuses and/or disclosure materials associated with the investment vehicle, either through means of hardcopy or via access to the website associated with the investment jointly selected by the parties The parties may jointly change the investment of the Escrow Fund (subject to applicable minimum investment requirements) by the furnishing of a Joint Written Direction to Escrow Agent, *provided, however*, that no investment or reinvestment may be made except in the following

a direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America,

b certificates of deposit issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which certificates of deposit are insured by the Federal Deposit Insurance Corporation or a similar governmental agency,

c repurchase agreements with any bank, trust company, or national banking association (including Escrow Agent and its affiliates),

d any institutional money market fund offered by Escrow Agent, including any institutional money market fund managed by Escrow Agent or any of its affiliates, or

e any interest bearing deposits/interest bearing money market deposit account with any bank or national banking association (including Escrow Agent or its affiliates)

If Escrow Agent has not received a Joint Written Direction specifically directing how investments shall be made, at any time that an investment decision must be made, Escrow Agent shall invest the Escrow Fund, or such portion thereof as to which no Joint Written Direction has been received, in investments described in clause 7e above Each of the foregoing investments shall be made in the name of Escrow Agent No investment shall be made in any instrument or

security that has a maturity of greater than six (6) months. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Fund, if undertaken in accordance with the terms and conditions of this Escrow Agreement.

8 Resignation of Escrow Agent Escrow Agent may resign and be discharged from the performance of its duties hereunder thereafter accruing at any time by giving ten (10) days prior written notice to Hirschfeld and the Beneficiaries specifying a date when such resignation shall take effect. Similarly, Escrow Agent may be removed by thirty (30) days written notice from Hirschfeld and the Beneficiaries. Upon any such notice of resignation or removal, the Parties jointly shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Fund and shall deliver the then balance of the Escrow Fund to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall continue to apply as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement. Any corporation or association into which Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of Escrow Agent's corporate trust line of business may be transferred, shall be Escrow Agent under this Escrow Agreement without further act.

9 Liability of Escrow Agent Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no other duties shall be implied. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement. Escrow Agent shall not be liable for any action taken or omitted by it in good faith and pursuant to the terms and conditions of this Escrow Agreement, except to the extent that a court of competent jurisdiction determines that Escrow Agent's gross negligence or wilful misconduct was the primary cause of any loss to Hirschfeld or the Beneficiaries. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Fund in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Except as otherwise provided in this Escrow Agreement, Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Fund, any account in which the Escrow Fund is deposited, or this Escrow Agreement, or to appear in, prosecute or defend any such legal action or proceeding.

If any portion of the Escrow Fund is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such

property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action, and if Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated

- 10 Fees and Expenses of Escrow Agent Hirschfeld shall compensate Escrow Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable and documented out-of-pocket related expenses. The additional provisions and information set forth on Schedule A are hereby incorporated by this reference, and form a part of this Escrow Agreement. All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable by Hirschfeld upon demand by Escrow Agent. The obligations of Hirschfeld under this Section 10 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.
- 11 Venue Venue for any action to enforce this Escrow Agreement shall be in Galveston County, Texas, where it is performable. In any action, the prevailing party shall recover its attorney's fees from the non-prevailing party. In the event any fund from the Escrow Account are made subject to an interpleader or other court action, all parties hereto consent to being joined in such action.
- 12 Notice All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service, electronic email or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth on Schedule A hereto, or to such other address as a party may designate for itself by like notice, and shall be deemed to have been given on the date deposited in the U S mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth on Schedule A hereto, or to such other address as a party may designate for itself by like notice.
- 13 Amendment or Waiver This Escrow Agreement may be changed, waived, discharged or terminated only by a writing signed by the Beneficiaries, Hirschfeld and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
- 14 Severability To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.
- 15 Governing Law This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of Texas without giving effect to the conflict of laws principles thereof.

- 16 Entire Agreement, No Third Party Beneficiaries This Escrow Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Fund and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Fund. This Escrow Agreement is not intended to confer upon any other person any right or remedies hereunder.
- 17 Binding Effect All of the terms of this Escrow Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of Hirschfeld, the Beneficiaries and Escrow Agent, provided, however, that no assignment of this Escrow Agreement or any rights or obligations hereunder shall be effective without the express written consent of each of the other parties hereto, provided, that, Hirschfeld may assign this Escrow Agreement without the consent of each of the other parties hereto, as collateral security, and the other parties hereto agree to execute and deliver any acknowledgement of such assignment by Hirschfeld as may be required by any lender of Hirschfeld.
- 18 Execution in Counterparts This Escrow Agreement and any Joint Written Direction may be executed in two or more counterparts (including by facsimile or other electronic copy), which when so executed shall constitute one and the same agreement or direction.
- 19 Termination Upon the first to occur of the termination of the Escrow Period, the disbursement of all amounts in the Escrow Fund pursuant to Joint Written Directions or Final Decision or the disbursement of all amounts in the Escrow Fund into court pursuant to Section 5 or Section 9 hereof, this Escrow Agreement shall terminate and Escrow Agent shall have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Fund.

[Signatures Appear on Following Page]

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

HIRSCHFELD:

HIRSCHFELD STEEL GROUP, LP

By _____
Name _____
Title _____

JOINT VENTURE:

**CIAMBRO/BRASFIELD & GORRIE II
A JOINT VENTURE**

By _____
Name _____
Title _____

OWNER.

COUNTY OF GALVESTON, TEXAS

By _____
Name _____
Title _____

ESCROW AGENT:

[_____]

By _____
Name _____
Title Vice President

If to Joint
Venture at

If to Owner at

With a copy to

If to the Escrow
Agent at



SEE MODJESKI AND
MASTERS' TRANSMITTAL
LETTER FOR COMMENTS

**APPROVED
AS NOTED**

Aug 09, 2011

Sherwin-Williams Company
625-B Broadway
Bangor, ME 04401
(207)942-8119

August 4, 2001 MODJESKI & MASTERS, INC

Galveston Causeway Railroad Bridge Replacement Coatings Repair Touch-Up Procedure Cianbro / Brasfield & Gorrie JV

Damage extending to bare substrate or raw carbon steel

Surface Preparation

Spot clean damaged areas in accordance with SSPC-SP-11 Power Tool Cleaning to White Metal with a minimum 2.0 mil profile
Scuff sand to feather and fair the surrounding areas where the new areas will overlap the existing finish coat and solvent clean per SSPC-SP-1 to remove surface contaminants. Clean entire repair area with Chlor*Rid to remove soluble salts

Coating System

Primer (bare metal only)	Zinc Clad III HS @ 3.0 to 5.0 mils DFT
Intermediate Coat	Macropoxy 646 Fast Cure Epoxy @ 3.0 to 8.0 mils DFT
Finish Coat	Acrolon 218 HS @ 3.0 to 6.0 mils DFT

Apply coatings to repair area via brush and or roller

Damage extending to Intermediate coat with primer intact

Surface Preparation

Spot clean damaged areas in accordance with SSPC-SP-2 Hand Tool Cleaning and or SSPC-SP-3 Power Tool Cleaning to remove any loosely adhered materials
Scuff sand to fair and feather the surrounding areas the new areas will overlap the existing finish coat and solvent clean per SSPC-SP-1 to remove surface contaminants. Clean entire repair area with Chlor*Rid to remove soluble salts

Coating System

Intermediate Coat	Macropoxy 646 Fast Cure Epoxy @ 3.0 to 8.0 mils DFT
Finish Coat	Acrolon 218 HS @ 3.0 to 6.0 mils DFT

Apply coatings to repair area via brush and or roller

AGENDA

ITEM

#18d

**Agreement to Provide Legal Representation to the County of Galveston by
the Burlington Northern and Santa Fe Railroad and the Union Pacific
Railroad on Matters Relating to the Old Causeway Railroad Bridge**

This Agreement to provide legal representation is by and between the **Burlington Northern and Santa Fe Railroad Company (BNSF)**, the **Union Pacific Railroad** (collectively **Railroads**) and the **County of Galveston (County)**. Its purpose is for the **BNSF** and the **Union Pacific** to provide at their sole expense, legal counsel, expert witnesses, other witnesses, court costs and all associated expenses including attorneys and/or other fees awarded against the **County** for the **County** in the event the **County** becomes involved in any claim or dispute, mediation, arbitration, litigation or any other related matter either as a plaintiff or as a defendant stemming from the **Settlement Documents** more fully described below

Preamble

Whereas, on June 18, 2001, the **Commandant U.S. Coast Guard** issued an **Order to Alter the Old Causeway Railroad Bridge (Bridge)** to the **County** as **Owner** of the **Bridge**. In essence the **County** was ordered to construct a **Vertical Lift Bridge (Project)** on the same general alignment as the existing **Bridge**; and

Whereas on January 27, 2003 the **County** as **Owner** of the **Bridge**, and the **Burlington Northern and Santa Fe Railroad Company**, the **Union Pacific Railroad Company**, the **City of Galveston, Texas** and **CenterPointe Energy Houston Electric, LLC** as Lessees of the **Bridge** and the **Gulf Coast Water Authority** as Licensee of the **Bridge** and the **Galveston Wharves** as Beneficiary of the **Bridge** entered into an Agreement to construct the **Project**. This Agreement may be found in Volume 300-33-1240 et seq. of the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas, and

Whereas, on May 5, 2010 the Agreement was amended to release **CenterPointe Energy Houston Electric, LLC** from any obligations it had under the 2003 Agreement. This Agreement may be found in the Commissioners' Court Minutes of May 5, 2010 located in the Official Microfilm Records of the County Clerk of Galveston County, Texas, and

Whereas, on April 7, 2010 **Cianbro|Brasfield & Gorrie** was awarded the contract entitled "**Vertical Lift Span Construction for Truman-Hobbs Act Alteration of Galveston Causeway Railroad Bridge Over the Intracoastal Waterway at Mile 357.2 Near Galveston, Texas**"; and

Whereas, **BNSF** represented the parties and was the primary party in charge of supervising the construction of the **Project** as **Construction Manager**, and

Whereas, following an inspection of the **Vertical Lift Span** and the two towers connected to the **Vertical Lift Span**, the **BNSF**, as **Construction Manager**, determined that the Coating System's application on the **Vertical Lift Span** and the two adjoining **Towers** were not in compliance with plan and specification requirements, and

Whereas, to settle their differences, the **BNSF** has recommended to the **County** that as **Owner** of the **Bridge** the **County** enter into the following agreements, to-wit:

- **Settlement Agreement** entered into between the **County of Galveston** and **Cianbro|Brasfield & Gorrie**, a joint venture (“JV”) dated _____,
- **Escrow Agreement** entered into by and among **Hirschfield Steel Group LP, Cianbro|Brasfield and Company** and the **County of Galveston** dated _____; and
- **Extended Warranty Bond** entered into between **Hirschfield Steel Groupe LP, Liberty Mutual Insurance Company** as Surety and the **County of Galveston** and **Cianbro|Brasfield & Gorrie, II, JV** as Obligees dated _____

all of which are attached hereto as Exhibits “A”, “B” and “C”, (collectively the **Settlement Documents**) and all of which were negotiated solely by **BNSF** on behalf of itself and the **County**, and

Whereas, as provided in the January 27, 2003 Agreement the **Railroads** have 100% responsibility for all future routine, inspections, maintenance and repairs (**Repairs**) of the **Lift Bridge** (as it was called in the 2003 Agreement) which consists of, among other things, the **Vertical Lift Span**, the two **Towers** connected to the **Vertical Lift Span** and associated machinery, and

Whereas, relying solely on **BNSF’S** recommendation that it execute the **Settlement Documents** and relying solely on the **Railroads** assurances that they will provide legal representation, expert and other witnesses and pay all legal fees and related costs and expenses for the **County** should the need arise, the **County** is willing to execute the **Settlement Documents**.

Agreement

Now, Therefore, the County and the Railroads agree as follows:

1 The **County**, at the request of the **BNSF** will execute the **Settlement Documents** attached hereto as Exhibits “A”, “B” and “C”

2. The **County** will not assert any claim or dispute, nor will it institute mediation, arbitration or litigation against **Cianbro/Brasfield & Gorrie, JV, Hirschfield Steel Group LP**, and/or **Liberty Mutual Insurance Company** or any other third parties arising out of one or more of the **Settlement Documents** unless it has been requested to do so in writing by either of the **Railroads** or the **Coast Guard**. Additionally, the **Railroads** and/or the **Coast Guard** must first fully disclose to **County** the need for such action

3 The **Railroads**, at the **Railroads'** sole cost and expense shall provide such legal counsel, experts and other witnesses as are required to enable the **County** to assert any claim or dispute or to institute mediation, arbitration or litigation against **Cianbro/Brasfield & Gorrie, JV, Hirschfield Steel Group LP**, and/or **Liberty Mutual Insurance Company** or other third parties arising out of one or more of the **Settlement Documents**. The **Railroads** also agree that should attorney or other fees, costs or damages be awarded against the **County** as a result of such prosecution that they will pay for same on behalf of the **County**.

4 Alternatively if permitted by the **Coast Guard**, the **County**, at the **County's** option may assign to the **Railroads** any and all claims it has against **Cianbro|Brasfield & Gorrie, JV, Hirschfield Steel Group LP**, and/or **Liberty Mutual Insurance Company** or any other third parties arising out of one or more of the **Settlement Documents** in order that they might assert such claims or disputes or institute mediation, arbitration and/or litigation as the **Railroads** deem necessary. The **Railroads** agree that they will prosecute such claims at the sole cost and expense of the **Railroads**. The **Railroads** also agree that should attorney fees, costs or damages be awarded against the **County** as a result of such prosecution that they will pay for same on behalf of the **County**.

5 The **Railroads**, at the **Railroads'** sole cost and expense, shall also provide such legal counsel, experts and other witnesses as are required, for themselves and/or the **County** for all claims or mediation, arbitration or litigation brought by the parties who have executed one or more of the **Settlement Documents** by any other third parties arising out of the **Settlement Documents** against either or both of them. The **Railroads** will pay for all other costs and expenses incurred in providing such defense. The **Railroads** also agree that should a monetary award be made against the **County** whether for attorneys' fees, court costs or damages as a result of such legal action that they will pay such amount on behalf of the **County**.

6 Should the **Railroads** decline to provide for the representation of the **County** as a plaintiff or defendant in any claim or case for any reason, the **County** shall retain its own counsel, experts and other witnesses and the **Railroads** shall be responsible for **County's** reasonable attorney's fees and for the fees of its experts and other costs and expenses. The **County** also has the right to decline the legal counsel or witnesses provided by the **Railroads** for the **County** and retain its counsel and experts of its own choosing, and the **Railroads** shall be responsible for **County's** reasonable attorney's fees and for the fees of its experts and associated costs.

7 Alternatively, should the **Railroads** decline to provide for the representation of the **County** as a plaintiff in any claim or case, the **County** shall be under no obligation to pursue the claim or case unless it is required to do so by the **Coast Guard**.

The **Railroads** and the **County** each agree to promptly notify the other upon receiving notice or knowledge that a claim or suit has been filed against either of them arising out of the Settlement Documents. The **Railroads** agree to notify the **County** by notifying the **County Judge** and the **Director** of the **County's Legal Department**. The **County** agrees to notify the **Railroads** by notifying _____

General Provisions

Modification of Earlier Agreements. Save and except as herein expressly modified, changed or amended, all prior agreements between the parties concerning the **Bridge** shall remain in full force and effect, unaltered and unimpaired thereby

Subsequent Modifications. A subsequent modification to this **Agreement** must be in writing, signed by the party to be charged and expressly authorized by the governing body of the party

Severability and Conformity with Legal Limitations. If a provision contained in this **Agreement** is held invalid for any reason, the invalidity does not affect other provisions of the **Agreement** that can be given effect without the invalid provision, and to this end the provisions of this **Agreement** are severable. If any current or future legal limitations affect the validity or enforceability of a provision of this **Agreement**, then the legal limitations are made a part of this **Agreement** and shall operate to amend this **Agreement** to the minimum extent necessary to bring this **Agreement** into conformity with the requirements of the limitations, and so modified, this **Agreement** shall continue in full force and effect

Governing Law and Venue. This **Agreement** shall be governed by the laws of the State of Texas. Venue for an action arising under this **Agreement** shall be exclusively in Galveston County

Benefit. This **Agreement** is intended to inure only to the benefit of the parties to this **Agreement**. This **Agreement** is not intended to create, nor shall be deemed or construed to create, any rights in third parties

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

Tense, Number and Gender. 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. Words of one gender include the other genders

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**

Signatures. Each party has signed this **Agreement** on the date specified adjacent to their signature. The effective date of this **Agreement** will be the date the last signatory has signed

Identical Counterparts. If this **Agreement** is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one **Agreement**

Effective Date. The effective date of this **Agreement** for the performance of all obligations is the date the last party executes this **Agreement**.

County of Galveston

Mark A. Henry
County Judge
Date of Execution: _____

Attest:

Dwight D. Sullivan
County Clerk

**The Burlington Northern and
Santa Fe Railway Company**

Title: _____

Date of Execution: _____

Attest:

Secretary

Union Pacific Railroad Company

Title: _____

Attest:

Secretary

Word/Depts/Row/Causeway Paint Warranty Language

AGENDA

ITEM

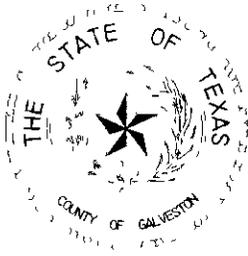
#18e

NO
BACK – UP
PROVIDED

AGENDA

ITEM

#19a

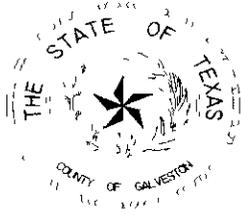


GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1 Date of Request 10/30/2012		2 Contract Type Expense Revenue Other			3 Renewal Contract Yes/No		
4 Department Name Housing Department				5 Department Contact James Gentile			
6 Description CDBG Round 2 Housing Rental Project							
7 IFAS PEID No 104516		8 IFAS Req No		9 Orgkey		10 Object Code	
11 Vendor General Fund Office				12 Vendor Contract No GLO Contract No 12-511-000-6725			
13 Requested Legal Review Yes/No (Explain if No)							
Expenditure Budget / Revenue Projections							
14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
22 Totals		-	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date TBD *		Auto Renewal Contract: Yes/No		Bid No N/A			
Contract End Date 12/31/2015		Contract # Issued By Purchasing: CM13047					

* BEGINS when all parties execute

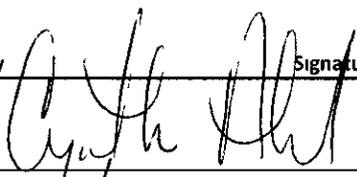
Approved By	Signature	Date
Department Head		10-30-12
Purchasing Agent		10-30-2012
County Legal		
Contract listed in Budget Documentation Yes/No		
County Budget Office		

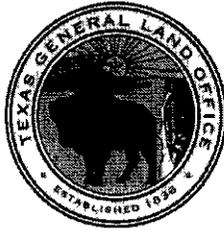


GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

Grant Award/Agreement

Agenda Date 11/13/12		Department Community Services/Housing Department					
Grant Agency General Land Office			Funding Source				
Grant Start Date 11/13/2012	Program Year		Renewal Yes/No No		Last Billing Date		
Grant End Date 12/31/2015	Program End Date		Award/Agreement No				
Description		CDBG Housing Round 2 Rental Project					
Grant Org Key			Grant Type Reimbursement				
Expenditure Type		Grant (Other) Funded		County Funded		Total Budget	
Salary & Benefit						-	
Non-Labor						-	
Indirect/Admin Costs						-	
Not Yet Determined		14,859,914 94				14,859,914 94	
Totals		14,859,914 94		-		14,859,914 94	
		FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested			-				-
County Funding Budgeted							
County Funding Source							

	Approved By	Signature		Date
Grants Manager				10/30/12
Director of Finance				10/31/2012



**Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.305.9126**

TRANSMITTAL OF DOCUMENTS – OCTOBER 4, 2012

The Honorable Mark Henry
County of Galveston
722 Moody Street, Sixth Floor
Galveston, TX 77550

RE: GLO CONTRACT No. 12-511-000-6725

Dear Judge Henry

Enclosed concerning the GLO document referenced above are duplicate original documents. Please have them signed where indicated by an official authorized to bind your entity and return them both, directly to my attention, in the enclosed envelope. I will promptly return one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 305-9126 or by email at arjun.atholi@glo.texas.gov

Best regards,

Arjun Atholi
Contract Specialist
GLO Legal Services Division

RECEIVED
OCT 5 - 2012

GALVESTON COUNTY JUDGE

**TEXAS GENERAL LAND OFFICE
LEGAL SERVICES DIVISION – MC 158
1700 N CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873**



GLO CONTRACT No. 12-511-000-6725
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM RENTAL HOUSING PROJECTS
ROUND 2 SUBRECIPIENT GRANT AGREEMENT

This Community Development Block Grant Disaster Recovery (“CDBG-DR”) grant agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and the **COUNTY OF GALVESTON** (“Subrecipient”), hereinafter referred to collectively as “the Parties,” to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Subrecipient under the CDBG Disaster Recovery program (“CDBG-DR”). In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, repair, reconstruction, and new construction, of rental housing, as applicable, in Subrecipient's jurisdictional area (the “Project”). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in **SECTION 1.02**, below, and any Amendments, Revisions or Technical Guidance Letters issued by the GLO

(b) Grant Award

Subrecipient submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Subrecipient's Application

Subject to the terms and conditions of this Contract and Subrecipient's Application, the GLO agrees to make a grant to Subrecipient in an amount not to exceed **FOURTEEN MILLION EIGHT HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED FOURTEEN DOLLARS AND NINETY-FOUR CENTS (\$14,859,914.94)**, payable as reimbursement of allowable expenses incurred by Subrecipient, to be used in strict conformance with the terms of this Contract, and the Project Budget in **Attachment B**

The GLO is not liable to Subrecipient for any costs incurred by Subrecipient before the effective date of this Contract or after the expiration or termination of this Contract. However, the GLO in its sole discretion, may reimburse Subrecipient for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Subrecipient hereby agree that this document and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statements and Benchmarks for Rental Housing Projects
- ATTACHMENT B:** Project Budgets for Rental Housing Projects
- ATTACHMENT C:** Nonexclusive list of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Non-Construction Programs SF-424B (Rev 7-97) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT F:** Special Conditions

1.03 GUIDANCE DOCUMENTS

Subrecipient shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

(1) the CDBG-DR Project Implementation Manual found at:
<http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html>,

(2) the State of Texas Action Plan for Disaster Recovery found at,
<http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html>; and

(3) the Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 26, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 110-329

“Administrative and Audit Regulations” means the regulations included in Title 24, CFR, Part 85 Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding,

state agencies with the necessary legal authority include the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

"Amendment" means a written agreement, signed by the parties hereto, which documents alterations to the Contract other than those permitted by Work Orders, Technical Guidance Letters, or Revisions, as herein defined

"Application" or "Grant Application" means the information provided by Subrecipient, which is the basis for the award of funding under this Contract.

"Benchmark" means the time periods allowed in **Attachment A** for the completion by Subrecipient of various requirements under the Contract.

"Budget" means the budget for the Projects funded by the Contract, a copy of which is included in **Attachment B**.

"CDBG-DR" means the U.S Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any. "Contract Documents" means the documents listed in **SECTION 1.02**.

"C F R " means the United States Code of Federal Regulations

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Performance Statement, which is included in **Attachment A**

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in **Attachment E**

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, in **Attachment F**.

"Final Inspection Report" means the document submitted by a housing inspector to a Subrecipient under a CDBG-DR Housing grant contract, indicating the completed construction of one Housing Unit (as defined below)

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas

"GAAP" means "generally accepted accounting principles" as applicable

“GASB” means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.

“General Affirmations” means the affirmations in **Attachment D**, to which Subrecipient certifies by the signing of this Contract

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“Housing” refers to a project involving home repair, home reconstruction, and new home construction; including housing for single-family and multi-family rental units under a CDBG-DR program grant.

“Housing Guidelines” means a set of guidelines adopted by Subrecipient and approved by the GLO governing the implementation of the Program under this Contract.

“Housing Unit” means one house, or one multi-family rental unit.

“HQS” means the Housing Quality Standards adopted by HUD and found at 24 CFR Part 982, which standards shall apply to any services authorized under this Contract.

“HUB” means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Performance Statement” means the statement of work contained in **Attachment A**.

“PMC” means the GLO’s Project Management Company, HNTB Corp., Inc.

“Program” means the Community Development Block Grant Disaster Recovery program, administered by HUD, in cooperation with the GLO.

“Project” means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above, **SCOPE OF PROJECT**, and as detailed in **Attachment A**.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR grant program.

“Public Information Act” means Chapter 552 of the Texas Government Code

“Quarterly Reports” means written progress reports that must be received by the GLO, as set forth in **Attachment A**.

“Revision” means written approval by the GLO to allow changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments that may be approved outside the GLO’s formal Amendment process

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

“Subrecipient” means County of Galveston, awarded the CDBG-DR grant that is the subject of this Contract.

“Technical Guidance Letter or ‘TGL’ ” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

“Texas General Code Construction Requirements” means Section 2306.514 of the Texas Government Code

“U S C.” means the United States Code

1.05 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms,
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;
- (c) The term “including” is not limiting, and means “including without limitation” and, unless otherwise expressly provided in this Contract,
- (d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and
- (e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation,
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract,
- (g) All Attachments within this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract,
- (h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in the sole discretion of the GLO ”
Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed,
- (j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

- (k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received, and
- (l) Time is of the essence in this Contract

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**ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT,
BUDGET VARIANCE, AND INCOME**

2.01 REIMBURSEMENT REQUESTS

Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE SUBRECIPIENT INCURS THE EXPENSE, INCLUDING INVOICES FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR. FAILURE BY SUBRECIPIENT TO COMPLY IN A TIMELY MANNER WITH THIS REQUIREMENT MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Subrecipient's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Subrecipient, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete an Activity may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT AN ACTUAL BUDGET AND A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Subrecipient shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Subrecipient shall provide reports of Program income to the GLO with each form submitted by Subrecipient in accordance with **ARTICLE 4** of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 -- DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on December 31, 2015 ("Contract Period"), or upon the completion of all Benchmarks listed in **Attachment A**, and required closeout procedures, whichever occurs first

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the Contract Period **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice Upon receipt of such notice, Subrecipient shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract (i) Subrecipient's failure to comply with any term, covenant, or provision contained in this Contract, (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors, or (iii) if at any time, Subrecipient makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to SECTION 8.11 of the Contract, NOTICES, and all other reports and documentation as required by the Project Implementation Manual, any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO

(A) HOUSING GUIDELINES

No later than the close of business sixty (60) days subsequent to the effective date of this Contract, Subrecipient must submit Housing Guidelines to the GLO

(B) FORMS

Subrecipient must execute the forms included in **Attachment E**, and certifies by the execution of this Contract to all affirmations in **Attachment D**, confirming compliance with required state and federal laws applicable to the Contract

- (i) General Affirmations are found in **Attachment D**, and Subrecipient certifies by the execution of this Contract to all statements therein
- (ii) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found at Page 1 of **Attachment E**, and must be executed by Subrecipient
- (iii) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 3 of **Attachment E**, and must be executed by Subrecipient
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment E**

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ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Subrecipient for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Project as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under SECTION 2.02 notwithstanding, it is expressly understood and agreed by Subrecipient that the GLO shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the GLO (i) that exceed the maximum allowable HUD rate, (ii) that are not allowed under applicable laws, rules, and regulations, or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Subrecipient understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge
- (b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U S Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U S Government, or government employee, endorsement of a product, service, or position that the Subrecipient represents No release of information relating to this Grant may state or imply that the State of Texas or the U S Government approves of Subrecipient's work products, or considers Subrecipient's work product to be superior to other products or services

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Subrecipient must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in the Contract Documents

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ARTICLE 7 - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in **Attachment C**

7.02 INSPECTION AND AUDIT

- (a) Subrecipient agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Subrecipient understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U S Government shall also have this right of inspection. **SUBRECIPIENT SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Subrecipient will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment C**, governing audit requirements pertaining to the Project.

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Subrecipient, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Subrecipient a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Subrecipient, using an auditor of the GLO's choice. Subrecipient shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. Subrecipient shall retain these records for a period of five (5) years after final payment or until they are audited by the GLO, whichever event occurs first. These records shall be made available during the term of this Contract and the subsequent five (5) year period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDBG-DR grant program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF SUBRECIPIENT, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF SUBRECIPIENT, THEN, IN SUCH EVENT, SUBRECIPIENT AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT SUBRECIPIENT IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND SUBRECIPIENT'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY SUBRECIPIENT, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY SUBRECIPIENT TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF SUBRECIPIENT MUST BE APPROVED BY SUBRECIPIENT.

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8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies prior to Subrecipient's acceptance of an invoice for monthly payment from such parties.
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.
- (d) Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Subrecipient shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Subrecipient must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program at

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System at

<https://www.epls.gov/>

8.06 PURCHASES AND EQUIPMENT

Subrecipient shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Subrecipient unless and until transferred to the GLO, upon written request of the GLO. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Subrecipient's performance pursuant to this Contract, Subrecipient shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Subrecipient or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in **Attachments C, D, E, and F**. Subrecipient shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Subrecipient will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**

In addition, the GLO and Subrecipient mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Subrecipients Under 2008 Supplemental CDBG Appropriations 74 Fed Reg 7,244-7,255 (2009)

8.10 CITIZEN PARTICIPATION

- (a) Subrecipient must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures
- (b) When requested, Subrecipient shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Subrecipient based upon the specific needs of the community's residents
- (c) Subrecipient shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the Round 2 General Housing Activities Application; Subrecipient's complaint procedures, any technical assistance provided by Subrecipient, and public notices, minutes, and attendance lists for public hearings, if any

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested, or with a common carrier, overnight, signature required, to the appropriate address below

GLO

Texas General Land Office
1700 N Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG-DR

Subrecipient

County of Galveston
722 Moody Street, Sixth Floor
Galveston, TX 77550
Attention: Mark Henry, County Judge

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Subrecipient may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Subrecipient may clearly label any individual records as a "trade secret," provided that Subrecipient, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Subrecipient of the request in accordance with the Public Information Act.

Subrecipient shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available,

The range of activities that may be undertaken with CDBG-DR funds,

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons, and

The proposed CDBG-DR activities likely to result in displacement and the Subrecipient's anti-displacement and relocation plan

8.16 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, or to add or delete a Subrecipient Activity, or to increase the term of the Contract may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission

Pursuant to SECTION 2.04 hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project

8.17 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated Attachment(s), Technical Guidance Letter, or Revision issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract

8.20 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, AND 8.15** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE
FOR GLO CONTRACT NO. 12-511-000-6725
SUBRECIPIENT HOUSING GRANT AGREEMENT – ROUND 2**

GENERAL LAND OFFICE

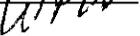
COUNTY OF GALVESTON

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner


By Mark Henry
Title COUNTY JUDGE

Date of execution _____

Date of execution 12/20/12

ARS LEGAL 
FI DIV 
AGC 
GC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A:** Performance Statement and Benchmarks – Rental Housing Projects
- ATTACHMENT B:** Project Budgets – Rental Housing Projects
- ATTACHMENT C:** Nonexclusive list of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Non-Construction Programs SF-424B (Rev 7-97) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT F:** Special Conditions

ATTACHMENTS FOLLOW

COUNTY OF GALVESTON

SINGLE/MULTI-FAMILY RENTAL HOUSING PERFORMANCE STATEMENT

The Subrecipient shall carry out the following housing activities in County of Galveston, Texas in strict accordance with the terms of the Subrecipient's approved housing guidelines, contract and all attachments, whether attached physically or incorporated by reference

Project Description

The Subrecipient will provide a rental housing program to include rehabilitation, reconstruction and new construction activities for two hundred forty (240) units at a not-to-exceed total amount of fourteen million eight hundred fifty-nine thousand nine hundred fourteen dollars and ninety-four cents (\$14,859,914 94), of which one hundred percent (100%) are of low and moderate income Project Delivery and Administration costs will total one million twenty-six thousand one hundred seventy-nine dollars and ninety-four cents (\$1,026,179 94)

Single-family Rental Housing Units-R-LMI-SINGLE

The Subrecipient will construct forty (40) single family housing units for eligible applicants within specific defined locations for a total not-to-exceed budget of seven million one hundred twenty-three thousand five hundred fifty-five dollars (\$7,123,555.00) These funds can be used for the rehabilitation, reconstruction, and new construction of damaged rental housing units within scattered sites located in the County of Galveston

Subrecipient must ensure that all rehabilitated portions of the units meet all applicable local codes, rehabilitation standards, ordinances, including zoning ordinances and building codes and the entire rehabilitated project complies with local health and safety codes and standards, and Housing Quality Standards (HQS) at project completion

All reconstructed and newly constructed housing units must comply with the universal design features in new construction, as established by §2306 514, Texas Government Code, Energy Standards verified by a U S Department of Energy Building Energy Codes Program RESCHECK Certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code. All replacement housing, including manufactured housing units or modular homes, must comply with Housing and Urban Development (HUD) construction standards, and state, local or regional building codes, as applicable

Subrecipient shall conduct inspections on all Housing Units as follows (1) foundation, including elevation certification when building in a floodplain, (2) rough-in (mechanical, plumbing, and electrical), (3) structural, (4) insulation, and (5) a final inspection, to meet the International Residential Code 2009, or the Local, County, State, or Federal Code whichever is most stringent

If the Housing Unit is located in an unincorporated or rural area, Subrecipient shall hire a certified 2009 IRC inspector to conduct the required inspections, and shall maintain all inspection documentation in the activity file

Multi-Family Rental Housing Units-R-LMI-MULTI

The Subrecipient will construct two hundred (200) multi-family housing rental units for eligible applicants within specific site locations for a total not-to-exceed budget of seven million one hundred fifty-five thousand five hundred thirty-four dollars (\$7,155,534 00) These funds may be used for the rehabilitation, reconstruction, and new construction of damaged rental housing units in the County of Galveston

The Subrecipient will ensure that all rehabilitated portions of the units meet all applicable local codes, rehabilitation standards, ordinances, including zoning ordinances and building codes, and the entire rehabilitated project complies with local health and safety codes, standards, and Housing Quality Standards (HQS) at project completion

Newly constructed and reconstructed housing units must meet the Model Energy Code (MEC), the design and construction requirements of the Texas Administrative Code (TAC), Title 10, Chapter 60, Subchapter (B) 10 TAC § 60.201-211 and the accessibility requirements noted in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973. All multifamily dwellings, as defined at 24 CFR §100 201, as well as common use facilities in developments must meet the design and construction requirements at 24 CFR §100 205, which implement the Fair Housing Act (42 U S C 3601-4619) All reconstructed and newly constructed housing units must comply with the universal design features in new construction, as established by §2306 514, Texas Government Code

Subrecipient shall conduct inspections on all Housing Units as follows (1) foundation, including elevation certification when building in a floodplain, (2) rough-in (mechanical, plumbing, and electrical), (3) structural, (4) insulation, and (5) a final inspection, to meet the International Residential Code 2009, or the Local, County, State, or Federal Code whichever is most stringent

If the Housing Unit is located in an unincorporated or rural area, Subrecipient shall hire a certified 2009 IRC inspector to conduct the required inspections, and shall maintain all inspection documentation in the activity file

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COUNTY OF GALVESTON

RENTAL BENCHMARKS

Two (2) Months from the Contract effective date:

- The Subrecipient is required to submit Housing Guidelines for approval by the GLO within sixty (60) days of the effective date of the Contract

Six (6) months from the Contract effective date:

- All sites for the construction of single/ multi-family rental housing will have been identified,
- The architectural and engineering plans and specifications for the identified and/or acquired properties will be at one hundred percent (100%) completion,
- All environmental documents will have been approved and permits issued to allow construction to commence on all identified and/or acquired properties,
- The construction contract(s) will have been awarded to an approved contractor

Twelve (12) Months from the Contract effective date:

- Fifty percent (50%) of the construction work will have been completed,
- Thirty percent (30%) of the project funds will have been drawn

Eighteen (18) Months from the Contract effective date:

- Ninety percent (90%) of the construction work will have been completed,
- Seventy-five percent (75%) of the project funds will have been drawn,
- Lease up of the units will be underway

Twenty-four (24) months from the Contract effective date:

- One hundred percent (100%) of construction work is complete,
- A certificate of occupancy or architect's completion has been issued,
- A total of eighty-five percent (85%) of the LMI units are under lease for multi-family or,
- A total of one hundred percent (100%) of the LMI units are under lease for single-family rental

COUNTY OF GALVESTON
RENTAL BUDGET

<u>ACTIVITY CODE</u>	<u>CATEGORIES</u>		<u>ACTIVITY FUNDS</u>
R-LMI-MULTI	Rehabilitation, Reconstruction, New Construction	\$	6,894,184 00
R-LMI-SINGLE	Rehabilitation, Reconstruction, New Construction	\$	6,999,915 00
PPD/GA/CON	Project Delivery – Contracted Grant Administrator	\$	283,628 00
ADMIN/GA/CON	Administration – Contracted Grant Administrator	\$	59,477 00
ACT/GA/CON	Activity Costs (MULTI)- Contracted Grant Administrator	\$	261,350 00
ACT/GA/CON	Activity Costs (SINGLE)- Contracted Grant Administrator	\$	123,640 00
206-GA	Administration – Subrecipient Retainage	\$	237,720 94
	<hr/> TOTAL	\$	<hr/> 14,859,914 94

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee must be in compliance with the following laws, rules, and regulations, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations

Grantee and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Act and Regulations specified in **SECTION 1.03** of this Contract,

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329),

Cash Management Improvement Act regulations (31 C F R Part 205),

Community Development Block Grants (24 C F R Part 570),

Disaster Recovery Implementation Manual,

Plan for Disaster Recovery,

Guidance Documents: 2008 Supplemental Disaster Recovery Fund Hurricanes Dolly and Ike, and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U S C § 2000d *et seq*), 24 C F R Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;"

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U S C § 2000e *et seq*),

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U S C 3601 *et seq*), as amended,

Executive Order 11063, as amended by Executive Order 12259, and 24 C F R Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063 " The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 C F R Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C F R 107 60,

The Age Discrimination Act of 1975 (42 U S C 6101 *et seq*),

Section 504 of the Rehabilitation Act of 1973 (29 U S C 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C F R Part 8 By signing this Contract, Grantee understands and agrees that the activities funded shall be performed in accordance with 24 C F R Part 8, and the Architectural Barriers Act of 1968 (42 U.S C 4151 et seq), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system

LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U S C 276a - 276a-5) 29 C F R Part 5,

The Copeland "Anti-Kickback" Act (18 U S C 874) 41 C F R Part 3,

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U S C § 327A and 330),

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C F R Part 5),

Federal Executive Order 11246, as amended,

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U S C 1701u) 24 C F R §§ 135 3(a)(2) and (a)(3),

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U S C. § 4212),

Title IX of the Education Amendments of 1972 (20 U S C §§ 1681-1688),

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U S C § 7501,

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (24 C F.R Part 84),

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C F R Part 85),

OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments),

OMB Circular A-133 – Revised as of June 27, 2007 (Audits of States, Local Governments, and Non-Profit Organizations),

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning,

Title 1 Texas Administrative Code § 5 167(c),

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U S C. 4831(b)),

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C 470 *et seq*), particularly sections 106 and 110 (16 U S C 470 and 470h-2), except as provided in §58 17 for Section 17 projects,

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C F R 1971-1975 Comp , p 559, particularly section 2(c),

Federal historic preservation regulations as follows 36 C F R part 800 with respect to HUD programs,

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U S C 469 *et seq*), particularly section 3 (16 U.S C 469a-1),

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C F R Part 58, as amended),

National Environmental Policy Act of 1969, as amended (42 U S C §§ 4321-4347),

Council for Environmental Quality Regulations for Implementing NEPA (40 C F R Parts 1500-1508)

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp , p 117, as interpreted in HUD regulations at 24 C F R part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C F R part 55 and this part, see § 55 10),

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C F R , 1977 Comp , p 121 particularly Sections 2 and 5,

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U S C 1451 *et seq*), as amended, particularly sections 307(c) and (d) (16 U S.C 1456(c) and (d)),

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U S C 201, 300(f) *et seq* , and 21 U.S C 349) as amended, particularly section 1424(e)(42 U.S C 300h-3(e),

Sole Source Aquifers (Environmental Protection Agency-40 C F R part 149),

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U S C 1531 *et seq*) as amended, particularly section 7 (16 U S C 1536),

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U S C 1271 *et seq*) as amended, particularly sections 7(b) and (c) (16 U S C 1278(b) and (c),

AIR QUALITY

The Clean Air Act (42 U S C 7401 *et seq*) as amended, particularly sections 176(c) and (d) (42 U.S C 7506(c) and (d),

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R parts 6, 51, and 93),

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U S C 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U S C 4201(b) and 4202),

Farmland Protection Policy (Department of Agriculture-7 C F R part 658),

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C F R part 51)(other than the runway clear zone and clear zone notification requirement in 24 C F R 51 303(a)(3), and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979)

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp p 859

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C F R Part 58);

ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U S C 4601 *et seq*), 24 C F R Part 42, and 24 C F R Section 570 606

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141)

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GENERAL AFFIRMATIONS

Grantee agrees without exception to the following affirmations

- 1 The Grantee has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract
- 2 Pursuant to Title 10, Section 2155 004 of the Texas Government Code, the Grantee has not received compensation from the GLO for preparing any part of this Contract
- 3 Under Section 231 006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate Any Grantee subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract This information must be provided prior to execution of any offer
- 4 Grantee certifies that the individual or business entity named in this Contract i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity, ii) is in compliance with the State of Texas statutes and rules relating to procurement, and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224 Entities ineligible for federal procurement are listed at [http //www epls gov](http://www.epls.gov) Grantee acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate
- 5 Grantee agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas
- 6 Grantee certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency If this section applies, Grantee will complete the following information in order for the bid to be evaluated:

Name of Former Executive _____
Name of State Agency _____
Date of Separation from State Agency _____
Position with Grantee _____
Date of Employment with Grantee _____

7. Grantee agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155 4441, relating to the purchase of products produced in the State of Texas under service contracts

- 8 Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Grantee will ensure that this clause is included in any subcontract it awards.
- 9 Grantee certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
- 10 The Grantee shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Grantee shall include the above provisions in all subcontracts pertaining to the work.
- 11 Grantee understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantees are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512 463 5338 or tracey.hall@glo.state.tx.us.
- 12 Grantee must take steps to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of the Contract and pronouncements made under this Contract, whether so directed by the GLO or at Grantee's initiative. Upon discovery of any alleged or suspected fraud, abuse of power, kickbacks, the embezzlement or loss of funds under this Contract, or the theft of any assets provided for under this Contract, the Grantee immediately shall notify the GLO and appropriate law enforcement authorities and cooperate in any investigation and enforcement action that follows.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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| <p>9 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333), regarding labor standards for federally-assisted construction subagreements</p> <p>10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more</p> <p>11 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93-205)</p> | <p>12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system</p> <p>13 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)</p> <p>14 Will comply with P L 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance</p> <p>15 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544, as amended, 7 U S C §§2131 et seq) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance</p> <p>16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures</p> <p>17 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133, "Audits of States, Local Governments, and Non-Profit Organizations "</p> <p>18 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program</p> |
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	COUNTY JUDGE, Mark Henry
APPLICANT ORGANIZATION	DATE SUBMITTED
Galveston County	12/20/12

FORM CD 512
(REV 12 04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28 105 and 28 110, the applicant certifies that to the best of his or her knowledge and belief, that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Galveston County

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Mark Henry, COUNTY JUDGE

SIGNATURE

DATE

12/20/12

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U S C 1352

Approved by OMB
 0348-0046

(See reverse for public burden disclosure)

1 Type of Federal Action <input type="checkbox"/> a contract <input type="checkbox"/> b grant <input type="checkbox"/> c cooperative agreement <input type="checkbox"/> d loan <input type="checkbox"/> e loan guarantee <input type="checkbox"/> f loan insurance	2 Status of Federal Action <input type="checkbox"/> a bid/offer/application <input type="checkbox"/> b initial award <input type="checkbox"/> c post-award	3. Report Type <input type="checkbox"/> a initial filing <input type="checkbox"/> b material change For Material Change Only year _____ quarter _____ date of last report _____
4 Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6 Federal Department/Agency	7 Federal Program Name/Description CFDA Number, if applicable _____	
8 Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10 a Name and Address of Lobbying Registrant (if individual, last name, first name, MI)	b Individuals Performing Services (including address if different from No 10a) (last name, first name, MI)	
11 Information requested through this form is authorized by title 31 U S C section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into This disclosure is required pursuant to 31 U S C 1352 This information will be available for public inspection Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10 000 and not more than \$100 000 for each such failure	Signature _____ Print Name _____ Title _____ Telephone No _____ Date _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action
- 2 Identify the status of the covered Federal action
- 3 Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4 Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5 If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6 Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7 Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9 For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10 (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11 The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington DC 20503.

SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, SUBRECIPIENT MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

SUBRECIPIENT AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA), (b) the Army Corps of Engineers (Corps), (c) any other federal funding source, or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted
- (2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply
 - a Under the Flood Disaster Protection Act of 1973, as amended (42 U S C 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless
 - i The community in which the area is situated is participating in the National Flood Insurance Program (“NFIP”) (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards, and
 - ii The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner
 - b Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special

flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained

- c Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U S C 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if
 - i The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance, and
 - ii. The person failed to obtain and maintain flood insurance
- d Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed

D. SEPTIC SYSTEM IMPROVEMENTS – IF APPLICABLE

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, “All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris.”
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D

E. HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Subrecipient shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation)

HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

- (1) The housing rehabilitation or reconstruction assistance provided by Subrecipient for single family owner-occupied unit shall be in the form of a three-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 33 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.
- (2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.
- (3) If the homeowner occupies the home for the full three-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the three-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.
- (4) If, during the three-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (5) The national objective will be considered met only when the local governing body determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the three-year forgivable loan, if the national objective was not achieved.
- (6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances where a Subrecipient lien exists, upon completion of the three-year occupancy or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

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GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1 Date of Request 11/2/2012		2 Contract Type Expense Revenue Other			3 Renewal Contract Yes <input checked="" type="checkbox"/> No		
4 Department Name Housing Department				5 Department Contact James Gentile			
6 Description CDBG Round 2 Housing Project							
7 IFAS PFID No 104516		8 IFAS Req No		9 Orgkey		10 Object Code	
11 Vendor General Land Office				12 Vendor Contract No GLO Contract No 12-513-000-6727			
13 Requested Legal Review Yes <input checked="" type="checkbox"/> No (Explain if No)							
Expenditure Budget / Revenue Projections							
14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
22 Totals							
To Be Completed By Purchasing Department							
Contract Start Date: TBD*		Auto Renewal Contracts: Yes <input checked="" type="checkbox"/> No			Bid No: N/A		
Contract End Date: 12/31/2015		Contract # Issued By Purchasing: CM12196					

* Begins when all parties execute

Approved By	Signature	Date
Department Head		11-6-2012
Purchasing Agent		11-6-2012
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

Grant Application Agreement

Agenda Date 7/24/12		Department Community Services/Housing Department				
Grant Agency General Land Office			Funding Source			
Grant Start Date	7/24/2012	Program Year	Renewal Yes/No	No	Last Billing Date:	
Grant End Date	12/31/2015	Program End Date	Award/Agreement No			
Description	CDBG Housing Round 2					
Grant Org Key			Grant Type		Reimbursement	
Expenditure Type	Grant (Other) Funded		County Funded		Total Budget	
Salary & Benefit					-	
Non-Labor					-	
Indirect/Admin Costs					-	
Not Yet Determined	100,865,176				100,865,176	
Totals	100,865,176		-		100,865,176	
	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested	-	-	-	-		-
County Funding Budgeted	0					

Approved By	Date	Signature
Grants Manager	7/19/12	<i>Cynthia Hill</i>
Director of Finance:	7/19/2012	<i>John Smith</i>



RECEIVED
JUL 03 2012

GALVESTON COUNTY JUDGE

**Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.305.9126**

TRANSMITTAL OF DOCUMENTS – JULY 2, 2012

The Honorable Mark Henry
County of Galveston
722 Moody Street, Sixth Floor
Galveston, TX 77550

RE: GLO CONTRACT NO. 12-513-000-6727

Dear Mayor Henry

Enclosed concerning the GLO document referenced above are duplicate original documents. Please have them signed where indicated by an official authorized to bind your entity and return them both, directly to my attention, in the enclosed envelope. I will promptly return one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 305-9126 or by email at arjun.atholi@glo.texas.gov

Best regards,

Arjun Atholi
Contract Specialist
GLO Legal Services Division

TEXAS GENERAL LAND OFFICE
LEGAL SERVICES DIVISION – MC 158
1700 N CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873



GLO CONTRACT NO. 12-513-000-6727
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM NON-RENTAL HOUSING PROJECTS
ROUND 2 SUBRECIPIENT GRANT AGREEMENT

This Community Development Block Grant Disaster Recovery (“CDBG-DR”) grant agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **COUNTY OF GALVESTON** (“Subrecipient”), hereinafter referred to collectively as “the Parties,” to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C 5121 *et seq*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Subrecipient under the CDBG Disaster Recovery program (“CDBG-DR”). In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, homeowner repair, reconstruction, new construction, and homebuyer assistance of non-rental housing in Subrecipient's jurisdictional area (the "Project"). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in **SECTION 1.02**, below, and any Amendments, Revisions or Technical Guidance Letters issued by the GLO.

(b) Grant Award

Subrecipient submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Subrecipient's Application

Subject to the terms and conditions of this Contract and Subrecipient's Application, the GLO agrees to make a grant to Subrecipient in an amount not to exceed **ONE HUNDRED MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND SIX CENTS (\$100,865,176.06)**, payable as reimbursement of allowable expenses incurred by Subrecipient, to be used in strict

conformance with the terms of this Contract, and the Project Budget in **Attachment B**

The GLO is not liable to Subrecipient for any costs incurred by Subrecipient before the effective date of this Contract or after the expiration or termination of this Contract. However, the GLO in its sole discretion, may reimburse Subrecipient for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Subrecipient hereby agree that this document and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract.

- ATTACHMENT A:** Performance Statements and Benchmarks for Non-Rental Housing Projects
- ATTACHMENT B:** Project Budgets for Non-Rental Housing Projects
- ATTACHMENT C:** Nonexclusive list of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT F:** Special Conditions

1.03 GUIDANCE DOCUMENTS

Subrecipient shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to

(1) the CDBG-DR Project Implementation Manual found at:
<http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html>;

(2) the State of Texas Action Plan for Disaster Recovery found at,
<http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html>; and

(3) the Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 26, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec 5301 *et seq*); and Public Law 110-329

“Administrative and Audit Regulations” means the regulations included in Title 24, CFR, Part 85 Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal

funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding, state agencies with the necessary legal authority include: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

"Amendment" means a written agreement, signed by the parties hereto, which documents alterations to the Contract other than those permitted by Work Orders, Technical Guidance Letters, or Revisions, as herein defined.

"Application" or "Grant Application" means the information provided by Subrecipient, which is the basis for the award of funding under this Contract.

"Benchmark" means the time periods allowed in **Attachment A** for the completion by Subrecipient of various requirements under the Contract

"Budget" means the budget for the Projects funded by the Contract, a copy of which is included in **Attachment B**.

"CDBG-DR" means the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference, and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any

"Contract Documents" means the documents listed in **SECTION 1.02**.

"C.F.R." means the United States Code of Federal Regulations

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Performance Statement, which is included in **Attachment A**

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in **Attachment E**

"Federal Certifications" means U.S Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, in **Attachment F**

"Final Inspection Report" means the document submitted by a housing inspector to a Subrecipient under a CDBG-DR Housing grant contract, indicating the completed construction of one Housing Unit (as defined below)

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas

“GAAP” means “generally accepted accounting principles” as applicable

“GASB” means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.

“General Affirmations” means the affirmations in **Attachment D**, to which Subrecipient certifies by the signing of this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees

“Housing” refers to a project involving home repair, home reconstruction, and new home construction, including housing for single-family and multi-family units under a CDBG-DR program grant.

“Housing Guidelines” means a set of guidelines adopted by Subrecipient and approved by the GLO governing the implementation of the Program under this Contract

“Housing Unit” means one house, or one single-family unit.

“HQS” means the Housing Quality Standards adopted by HUD and found at 24 CFR Part 982, which standards shall apply to any services authorized under this Contract.

“HUB” means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development

“Performance Statement” means the statement of work contained in **Attachment A**.

“PMC” means the GLO’s Project Management Company, HNTB Corp., Inc

“Program” means the Community Development Block Grant Disaster Recovery program, administered by HUD, in cooperation with the GLO

“Project” means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above, **SCOPE OF PROJECT**, and as detailed in **Attachment A**.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR grant program

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Quarterly Reports” means written progress reports that must be received by the GLO, as set forth in **Attachment A**

“Revision” means written approval by the GLO to allow changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments that may be approved outside the GLO’s formal Amendment process

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects

“Subrecipient” means County of Galveston, awarded the CDBG-DR grant that is the subject of this Contract

“Technical Guidance Letter (or TGL)” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject

“Texas General Code Construction Requirements” means Section 2306 514 of the Texas Government Code

“U S C” means the United States Code

1.05 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms,
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified,
- (c) The term “including” is not limiting, and means “including without limitation” and, unless otherwise expressly provided in this Contract,
- (d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and
- (e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation,
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract,
- (g) All Attachments within this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract,
- (h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms,
- (i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in the sole discretion of the GLO ”

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

- (j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day,
- (k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received, and
- (l) Time is of the essence in this Contract

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**ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT,
BUDGET VARIANCE, AND INCOME**

2.01 REIMBURSEMENT REQUESTS

Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE SUBRECIPIENT INCURS THE EXPENSE, INCLUDING INVOICES FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR. FAILURE BY SUBRECIPIENT TO COMPLY IN A TIMELY MANNER WITH THIS REQUIREMENT MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Subrecipient's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Subrecipient, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete an Activity may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT AN ACTUAL BUDGET AND A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Subrecipient shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Subrecipient shall provide reports of Program income to the GLO with each form submitted by Subrecipient in accordance with ARTICLE 4 of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 – DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on December 31, 2015 (“Contract Period”), or upon the completion of all Benchmarks listed in **Attachment A**, and required closeout procedures, whichever occurs first

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (1) Subrecipient's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Subrecipient makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.11** of the Contract, **NOTICES**, and all other reports and documentation as required by the Project Implementation Manual; any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO

(A) HOUSING GUIDELINES

No later than the close of business sixty (60) days subsequent to the effective date of this Contract, Subrecipient must submit Housing Guidelines to the GLO.

(B) FORMS

Subrecipient must execute the forms included in **Attachment E**, and certifies by the execution of this Contract to all affirmations in **Attachment D**, confirming compliance with required state and federal laws applicable to the Contract.

- (i) General Affirmations are found in **Attachment D**, and Subrecipient certifies by the execution of this Contract to all statements therein
- (ii) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found at Page 1 of **Attachment E**, and must be executed by Subrecipient.
- (iii) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 3 of **Attachment E**, and must be executed by Subrecipient
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment E**.

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ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Subrecipient for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Project as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under SECTION 2.02 notwithstanding, it is expressly understood and agreed by Subrecipient that the GLO shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the GLO (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures

5.04 OVERPAYMENT

Subrecipient understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.
- (b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S Government, or government employee, endorsement of a product, service, or position that the Subrecipient represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Subrecipient's work products, or considers Subrecipient's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Subrecipient must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in the Contract Documents.

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ARTICLE 7 - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in **Attachment C**.

7.02 INSPECTION AND AUDIT

- (a) Subrecipient agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Subrecipient understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S Government shall also have this right of inspection. **SUBRECIPIENT SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Subrecipient will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment C**, governing audit requirements pertaining to the Project

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Subrecipient, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Subrecipient a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Subrecipient, using an auditor of the GLO's choice. Subrecipient shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. Subrecipient shall retain these records for a period of five (5) years after final payment or until they are audited by the GLO, whichever event occurs first. These records shall be made available during the term of this Contract and the subsequent five (5) year period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDBG-DR grant program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF SUBRECIPIENT, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF SUBRECIPIENT, THEN, IN SUCH EVENT, SUBRECIPIENT AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT SUBRECIPIENT IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND SUBRECIPIENT'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY SUBRECIPIENT, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY SUBRECIPIENT TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF SUBRECIPIENT MUST BE APPROVED BY SUBRECIPIENT.

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8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies prior to Subrecipient's acceptance of an invoice for monthly payment from such parties.
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code
- (d) Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Subrecipient shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Subrecipient must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses.

Texas Comptroller's Vendor Performance Program at

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System at

<https://www.epls.gov/>

8.06 PURCHASES AND EQUIPMENT

Subrecipient shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Subrecipient unless and until transferred to the GLO, upon written request of the GLO. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Subrecipient's performance pursuant to this Contract, Subrecipient shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Subrecipient or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in **Attachments C, D, E, and F**. Subrecipient shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Subrecipient will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**

In addition, the GLO and Subrecipient mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Subrecipients Under 2008 Supplemental CDBG Appropriations 74 Fed Reg. 7,244-7,255 (2009)

8.10 CITIZEN PARTICIPATION

- (a) Subrecipient must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures
- (b) When requested, Subrecipient shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Subrecipient based upon the specific needs of the community's residents.
- (c) Subrecipient shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the Round 2 General Housing Activities Application; Subrecipient's complaint procedures; any technical assistance provided by Subrecipient; and public notices, minutes, and attendance lists for public hearings, if any

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG-DR

Subrecipient

County of Galveston
722 Moody Street, Sixth Floor
Galveston, TX 77550
Attention: Mark Henry, County Judge

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Subrecipient may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Subrecipient may clearly label any individual records as a "trade secret," provided that Subrecipient, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Subrecipient of the request in accordance with the Public Information Act.

Subrecipient shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available,

The range of activities that may be undertaken with CDBG-DR funds,

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons, and

The proposed CDBG-DR activities likely to result in displacement and the Subrecipient's anti-displacement and relocation plan.

8.16 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, or to add or delete a Subrecipient Activity, or to increase the term of the Contract may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission

Pursuant to SECTION 2.04 hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project

8.17 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated Attachment(s), Technical Guidance Letter, or Revision issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient

8.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract

8.20 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, AND 8.15** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

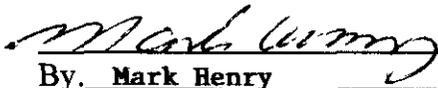
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE
FOR GLO CONTRACT NO. 12-513-000-6727
SUBRECIPIENT HOUSING GRANT AGREEMENT – ROUND 2**

GENERAL LAND OFFICE

COUNTY OF GALVESTON

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner



By, **Mark Henry**
Title **County Judge**

Date of execution _____

Date of execution 12/20/12

ARS LEGAL 
DIV 
AGC 
GC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A:** Performance Statement and Benchmarks – Non-Rental Housing Projects
- ATTACHMENT B:** Project Budgets – Non-Rental Housing Projects
- ATTACHMENT C:** Nonexclusive list of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Non-Construction Programs SF-424B (Rev 7-97) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev 12-04)
- ATTACHMENT F:** Special Conditions

ATTACHMENTS FOLLOW

COUNTY OF GALVESTON

NON-RENTAL HOUSING PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in County of Galveston in strict accordance with the terms of the Subrecipient's approved Housing Guidelines, Contract and all Attachments, whether attached physically or incorporated by reference

Project Description

The Subrecipient will provide homeowner repair, rehabilitation, reconstruction, and new construction activities for six hundred sixty-five (665) households at a not-to-exceed total amount of one hundred million eight hundred sixty-five thousand one hundred seventy-six dollars and six cents (\$100,865,176 06) Project Delivery and Administration costs will not exceed twelve million one hundred three thousand eight hundred twenty-one dollars and thirteen cents (\$12,103,821 13), or twelve percent (12%) of the total grant allocation

Housing Assistance Program-HAP-LMI

The Subrecipient will provide homeowner repair, rehabilitation, and reconstruction assistance activities for six hundred sixty-five (665) households, including Homeowner Opportunity Program (HOP) assistance, as applicable, with a not-to-exceed budget of ninety-one million seven hundred three thousand four dollars and ninety-two cents (\$91,703,004 92) All of the households served through this program must be low and moderate income families, as defined by HUD, including the categories of very low Income HH (<30%), low income HH (31%-50%), and moderate income HH (51%-80%) as noted in the contract

The rehabilitation activities must comply with local building codes and standards, Housing Quality Standards, per U S Department of Housing and Urban Development (HUD) as well as local health and safety codes All reconstructed and newly constructed housing units must comply with the universal design features for new construction, as established by §2306 514, the Texas Government Code, Energy Standards as verified by a RESCHECK certification and the International Residential Codes, as required by Subchapter, Chapter 214, Local Government Code All replacement housing including manufactured housing units or modular homes must comply with HUD construction standards and state and local or regional building codes, as applicable

Subrecipient shall conduct inspections on all Housing Units as follows (1) foundation, including elevation certification when building in a floodplain, (2) rough-in (mechanical, plumbing, and electrical), (3) structural, (4) insulation, and (5) a final inspection, to meet the International Residential Code 2009, or the Local, County, State, or Federal Code whichever is most stringent

If the Housing Unit is located in an unincorporated or rural area, Subrecipient shall hire a certified 2009 IRC inspector to conduct the required inspections, and shall maintain all inspection documentation in the activity file

Removal of Slum and Blight Properties-SB

The subrecipient will authorize the expenditure of up to two million dollars (\$2,000,000 00) for the removal of two hundred (200) dilapidated structures that contribute to slum and blight conditions in the County. The locations of these structures have not been determined at this time

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COUNTY OF GALVESTON
NON-RENTAL BENCHMARKS

Two (2) Months from the Contract effective date:

- The Subrecipient is required to submit Housing Guidelines for approval by the General Land Office (GLO) within sixty (60) days of the effective date of the Contract

Twelve (12) Months from the Contract effective date:

- One hundred percent (100%) of applicants have been identified,
- A total of fifty percent (50%) of setups for eligible households have been approved by the GLO and,
- Ten percent (10%) of project funds have been drawn down by the Subrecipient These households will be served under the Homeowner Assistance Programs authorized by HUD

Eighteen (18) Months from the Contract effective date:

- A total of one hundred percent (100%) of setups have been approved for eligible applicants,
- Fifty percent (50%) of the construction of all homes must be complete, and,
- Twenty-five percent (25%) of the project funds drawn down by the subrecipient

Twenty-Two (22) months from the Contract effective date:

- A total of one hundred percent (100%) of the construction of all homes must be complete and,
- Seventy-five percent (75%) of the project funds drawn down by the subrecipient

Twenty-four (24) months from the Contract effective date:

- One hundred percent (100%) of projects closed out and approved by the GLO

COUNTY OF GALVESTON
NON-RENTAL BUDGET

<u>ACTIVITY CODE</u>	<u>CATEGORIES</u>		<u>ACTIVITY FUNDS</u>
HAP-LMI	Homeowner Rehabilitation, Reconstruction, New Construction	\$	89,609,749 92
SB	Slum and Blight	\$	1,821,000 00
PPD/GA/CON	Project Delivery – Contracted Grant Administrator	\$	5,144,868 00
ADMIN/GA/CON	Administration – Contracted Grant Administrator	\$	505,024 00
ACT/GA/CON	Activity Costs (HAP) – Contracted Grant Administrator	\$	2,093,255 00
ACT/GA/CON	Activity Costs (SB) – Contracted Grant Administrator	\$	179,000 00
206-GA	Administration – Subrecipient Retainage	\$	1,512,279 14
	TOTAL	\$	100,865,176 06

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee must be in compliance with the following laws, rules, and regulations, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations

Grantee and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Act and Regulations specified in SECTION 1.03 of this Contract,

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329),

Cash Management Improvement Act regulations (31 C F R Part 205),

Community Development Block Grants (24 C F.R Part 570),

Disaster Recovery Implementation Manual,

Plan for Disaster Recovery,

Guidance Documents: 2008 Supplemental Disaster Recovery Fund Hurricanes Dolly and Ike, and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U S C § 2000d *et seq*), 24 C F R Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964,"

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U S C § 2000e *et seq*),

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U S C 3601 *et seq*), as amended,

Executive Order 11063, as amended by Executive Order 12259, and 24 C F R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063 " The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 C F R Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C F R 107 60,

The Age Discrimination Act of 1975 (42 U.S C 6101 *et seq*),

Section 504 of the Rehabilitation Act of 1973 (29 U S C 794) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C F R Part 8 By signing this Contract, Grantee understands and agrees that the activities funded shall be performed in accordance with 24 C F R Part 8, and the Architectural Barriers Act of 1968 (42 U S C 4151 et seq), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system

LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U S C 276a - 276a-5) 29 C F R Part 5,

The Copeland "Anti-Kickback" Act (18 U S C 874) 41 C F R Part 3,

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U S C § 327A and 330),

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C F R Part 5),

Federal Executive Order 11246, as amended,

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U S C 1701u) 24 C F R §§ 135 3(a)(2) and (a)(3),

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U S C § 4212),

Title IX of the Education Amendments of 1972 (20 U S C §§ 1681-1688),

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U S C § 7501,

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (24 C F R Part 84),

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C F R Part 85),

OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments),

OMB Circular A-133 – Revised as of June 27, 2007 (Audits of States, Local Governments, and Non-Profit Organizations),

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning,

Title 1 Texas Administrative Code § 5 167(c),

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U S C 4831(b)),

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U S C 470 *et seq*), particularly sections 106 and 110 (16 U S C 470 and 470h-2), except as provided in §58 17 for Section 17 projects,

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C F R 1971-1975 Comp , p 559, particularly section 2(c),

Federal historic preservation regulations as follows 36 C F R part 800 with respect to HUD programs,

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U S C 469 *et seq*), particularly section 3 (16 U S C 469a-1),

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C F R Part 58, as amended),

National Environmental Policy Act of 1969, as amended (42 U S C §§ 4321-4347),

Council for Environmental Quality Regulations for Implementing NEPA (40 C F R Parts 1500-1508)

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp , p 117, as interpreted in HUD regulations at 24 C F R part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C F.R part 55 and this part, see § 55 10),

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C F R , 1977 Comp , p 121 particularly Sections 2 and 5,

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U S C 1451 *et seq*), as amended, particularly sections 307(c) and (d) (16 U S.C 1456(c) and (d)),

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U S C 201, 300(f) *et seq* , and 21 U S C 349) as amended, particularly section 1424(e)(42 U S C 300h-3(e),

Sole Source Aquifers (Environmental Protection Agency-40 C F R part 149),

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U S C 1531 *et seq*) as amended, particularly section 7 (16 U S C 1536),

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 *et seq*) as amended, particularly sections 7(b) and (c) (16 U S C 1278(b) and (c),

AIR QUALITY

The Clean Air Act (42 U S C 7401 *et seq*) as amended, particularly sections 176(c) and (d) (42 U S C 7506(c) and (d),

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C F R parts 6, 51, and 93),

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U S C 4201 *et seq*) particularly sections 1540(b) and 1541 (7 U S C 4201(b) and 4202),

Farmland Protection Policy (Department of Agriculture-7 C F R part 658),

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C F R part 51)(other than the runway clear zone and clear zone notification requirement in 24 C F R 51 303(a)(3), and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979)

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp p 859

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C F R Part 58),

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U S C 4601 *et seq*), 24 C F R Part 42, and 24 C F R Section 570 606

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141)

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GENERAL AFFIRMATIONS

Grantee agrees without exception to the following affirmations

- 1 The Grantee has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract
- 2 Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Grantee has not received compensation from the GLO for preparing any part of this Contract
- 3 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate Any Grantee subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract This information must be provided prior to execution of any offer
- 4 Grantee certifies that the individual or business entity named in this Contract i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity, ii) is in compliance with the State of Texas statutes and rules relating to procurement, and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224 Entities ineligible for federal procurement are listed at [http //www epls gov](http://www.epls.gov) Grantee acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate
- 5 Grantee agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas
- 6 Grantee certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency If this section applies, Grantee will complete the following information in order for the bid to be evaluated

Name of Former Executive _____
Name of State Agency _____
Date of Separation from State Agency _____
Position with Grantee _____
Date of Employment with Grantee _____

- 7 Grantee agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts

- 8 Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Grantee will ensure that this clause is included in any subcontract it awards.
- 9 Grantee certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
- 10 The Grantee shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Grantee shall include the above provisions in all subcontracts pertaining to the work.
- 11 Grantee understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantees are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512 463 5338 or tracey.hall@glo.state.tx.us.
- 12 Grantee must take steps to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of the Contract and pronouncements made under this Contract, whether so directed by the GLO or at Grantee's initiative. Upon discovery of any alleged or suspected fraud, abuse of power, kickbacks, the embezzlement or loss of funds under this Contract, or the theft of any assets provided for under this Contract, the Grantee immediately shall notify the GLO and appropriate law enforcement authorities and cooperate in any investigation and enforcement action that follows.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY**

NOTE Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

- 1 Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
- 2 Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
- 3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
- 4 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
- 5 Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F)
- 6 Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application
- 7 Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
- 8 Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

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| <p>9 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333), regarding labor standards for federally-assisted construction subagreements</p> <p>10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more</p> <p>11 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93-205)</p> | <p>12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system</p> <p>13 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)</p> <p>14 Will comply with P L 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance</p> <p>15 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544, as amended, 7 U S C §§2131 et seq) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance</p> <p>16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures</p> <p>17 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133, "Audits of States, Local Governments, and Non-Profit Organizations "</p> <p>18 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program</p> |
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Judge, Mark Henry
APPLICANT ORGANIZATION Galveston County	DATE SUBMITTED 12/20/12

FORM CD 512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Galveston County

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Mark Henry, County Judge

SIGNATURE

DATE



12/20/12

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U S C 1352

Approved by OMB
 0348-0046

(See reverse for public burden disclosure)

1 Type of Federal Action <input type="checkbox"/> a contract <input type="checkbox"/> b grant <input type="checkbox"/> c cooperative agreement <input type="checkbox"/> d loan <input type="checkbox"/> e loan guarantee <input type="checkbox"/> f loan insurance	2 Status of Federal Action <input type="checkbox"/> a bid/offer/application <input type="checkbox"/> b initial award <input type="checkbox"/> c post-award	3 Report Type <input type="checkbox"/> a initial filing <input type="checkbox"/> b material change For Material Change Only year _____ quarter _____ date of last report _____
4 Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known ^{4c}	5 If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime Congressional District, if known	
6 Federal Department/Agency	7 Federal Program Name/Description CFDA Number, if applicable _____	
8 Federal Action Number, if known*	9 Award Amount, if known \$ _____	
10 a Name and Address of Lobbying Registrant (if individual, last name, first name, MI)	b Individuals Performing Services (including address if different from No 10a) (last name, first name, MI)	
11 Information requested through this form is authorized by title 31 U S C section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U S C 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10 000 and not more than \$100 000 for each such failure.	Signature _____ Print Name _____ Title _____ Telephone No _____ Date _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action
- 2 Identify the status of the covered Federal action
- 3 Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action
- 4 Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants
- 5 If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known
- 6 Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard
- 7 Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments
- 8 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001"
- 9 For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5
- 10 (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI)
- 11 The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, SUBRECIPIENT MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

SUBRECIPIENT AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA), (b) the Army Corps of Engineers (Corps), (c) any other federal funding source, or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted
- (2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply
 - a Under the Flood Disaster Protection Act of 1973, as amended (42 U S C 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless
 - i The community in which the area is situated is participating in the National Flood Insurance Program (“NFIP”) (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards, and
 - ii The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special

flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained

- c Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U S C 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if
 - i The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance, and
 - ii. The person failed to obtain and maintain flood insurance
- d Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed

D. SEPTIC SYSTEM IMPROVEMENTS – IF APPLICABLE

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, “All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris.”
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D

E. HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Subrecipient shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation)

HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

- (1) The housing rehabilitation or reconstruction assistance provided by Subrecipient for single family owner-occupied unit shall be in the form of a three-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 33 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.
- (2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.
- (3) If the homeowner occupies the home for the full three-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the three-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.
- (4) If, during the three-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (5) The national objective will be considered met only when the local governing body determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the three-year forgivable loan, if the national objective was not achieved.
- (6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances where a Subrecipient lien exists, upon completion of the three-year occupancy or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

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AGENDA

ITEM

#20a1



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

December 13, 2012

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

Re: Bid #B131009, 4x4 One Ton Truck

Gentlemen,

On November 27, 2012 bids were opened for Bid #B131009, 4x4 One Ton Truck, at which time three (3) bids were received from the following vendors

- | | | |
|--------------------------------|-------------|------------------|
| • McRee Ford, Inc | \$37,101 22 | Dickinson, Texas |
| • Caldwell Automotive Partners | \$40,633 00 | Caldwell, Texas |
| • Caldwell Country Ford, LLC | \$36,851 00 | Caldwell, Texas |

It is recommended that you award this bid to the lowest, most qualified bidder, Caldwell Country Ford, LLC in the amount of \$110,553 for the three (3) approved trucks

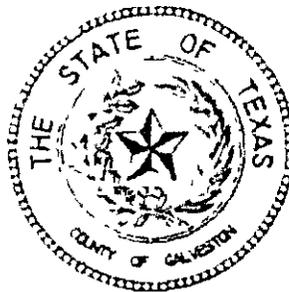
Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in cursive script that reads "Rufus Crowder" followed by a small mark that appears to be "rdm".

Rufus G Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Attachments



The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: November 29, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

A handwritten signature in black ink, appearing to be "L.H.", written over the printed name "Layne Harding".

Re: Bid# B131009- 4x4 One Ton Truck

I recommend awarding the above bid to the low bidder, Caldwell Country Ford, for the bid unit price of \$36,851. The total of the three 4x4 one ton trucks approved in our FY13 budget will be \$110,553

Our budget accounts for the three (3) trucks are.

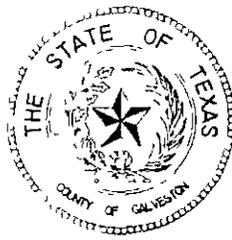
2301312120-5742000 (1)

2370296100-5742000 (1)

2601544042-5742000 (1)

Thank you for your assistance in obtaining this bid

LH/djs



(409) 682-4018
Fax (409) 770-5132

1912 Sealy
Galveston, Texas 77551

CHARLES S. LANGFORD
FLEET MANAGER
COUNTY OF GALVESTON

December 11, 2012

To Rufus Crowder, Purchasing Agent

Re **BID # 131009 4X4 One Ton Trucks**

I recommend awarding the above to the low bidder, Caldwell Country Ford.

Cc Charles Kenworthy

BID RESPONSE TABULATION
4X4 ONE TON TRUCK FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

BID #: B131009
 OPEN 11/27/2012
 2:30 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07048	4X4 ONE TON TRUCK	1 00	EA	37,101 22	37,101 22	40,633 00	40,633 00	36,851 00	36,851 00
0002	07048	4X4 ONE TON TRUCK	1 00	EA	37,101 22	37,101 22	40,633 00	40,633 00	36,851 00	36,851 00
0003	07048	4X4 ONE TON TRUCK	1 00	EA	37,101 22	37,101 22	40,633 00	40,633 00	36,851 00	36,851 00
Total of all Items						111,303 66		121,899.00		110,553.00

BID #: B131009
OPEN: 11/27/2012
2:30 PM

BID SHEET
4X4 ONE TON TRUCK FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following.

LINE ITEM TOTAL \$ 111,303.66

OPTIONS TO RENEV No Extensions/1 Year Options


WITNESS

McKERR FORD, Inc
COMPANY NAME

11/21/12
DATE

Denny Steph
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DENNY STEPHENJ
PRINTED NAME

C A M
TITLE

CORRESPONDENCE ADDRESS

2800 GULF FWY
REMIT ADDRESS

CITY, STATE ZIP CODE

DICKINSON, TX 77539
CITY, STATE ZIP CODE

74-1547557
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

281-337-8368
TELEPHONE NUMBER

281-337-4024
FAX NUMBER

ADDENDUM'S RECEIVED #1 #2 #3

LINE ITEM DETAIL

BID #: B131009
 OPEN: 11/27/2012
 2:30 PM

4X4 ONE TON TRUCK FOR GALVESTON COUNTY

GALVESTON COUNTY, TEXAS

VENDOR ID 131029 MCREE FORD INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	4X4 ONE TON TRUCK	1	EA	2613 Ford F-350	\$ 37101.22	\$ 37101.22
0002	07048	4X4 ONE TON TRUCK	1	EA		\$	\$ 37101.22
0003	07048	4X4 ONE TON TRUCK	1	EA		\$	\$ 37101.22
Extended Price Total of all Item							\$ 111,303.66

BID #: B131009
OPEN: 11/27/2012
2:30 PM

BID SHEET

4X4 ONE TON TRUCK FOR GALVESTON COUNTY

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following:

LINE ITEM TOTAL \$ 121,899

OPTIONS TO RENEW No Extensions/1 Year Options

Adrienne Potts
WITNESS

11/21/2012
DATE

Caldwell County Council
COMPANY NAME

Adam
AUTHORIZED REPRESENTATIVE'S SIGNATURE

AVENT KNAPP
PRINTED NAME

Fleet Director
TITLE

PO BOX 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

14-1956972
FAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 27
REMIT ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

LINE ITEM DETAIL

BID #. B131009
 OPEN: 11/27/2012
 2.30 PM

4X4 ONE TON TRUCK FOR GALVESTON COUNTY

GALVESTON COUNTY, TEXAS

VENDOR ID 707826 CALDWELL AUTOMOTIVE PARTNERS LLC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	4X4 ONE TON TRUCK	1	EA	K307X3	\$ 40,633	\$ 40,633
0002	07048	4X4 ONE TON TRUCK	1	EA	K307X5	\$ 40,633	\$ 40,633
0003	07048	4X4 ONE TON TRUCK	1	EA	K507X3	\$ 40,633	\$ 40,633
Extended Price Total of all Item						\$	121,899

BID # B131009
OPEN 11/27/2012
2 30 PM

BID SHEET

4X4 ONE TON TRUCK FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL \$ 110,553⁰⁰

OPTIONS TO RENEW No Extensions/1 Year Options

Mary Henderson
WITNESS

Caldwell County Ford
COMPANY NAME

11 20 12
DATE

Michael Wiley
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Michael Wiley
PRINTED NAME

Government Fleet Sales Rep
TITLE

800 Hwy 21 E.
CORRESPONDENCE ADDRESS

800 Hwy 21 E.
REMIT ADDRESS

Caldwell TX 77836
CITY, STATE ZIP CODE

Caldwell TX 77836
CITY, STATE ZIP CODE

27-3037856
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

254-773-8824
TELEPHONE NUMBER

254-773-8808
FAX NUMBER

ADDENDUM'S RECEIVED #1 #2 #3

LINE ITEM DETAIL

BID # B131009
 OPEN 11/27/2012
 2:30 PM

4X4 ONE TON TRUCK FOR GALVESTON COUNTY
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	2013 Ford F-350 Crew Cab 4x4 4X4 ONE TON TRUCK Single Rear Wheel	1	EA	W3B	\$36,851	\$36,851
0002	07048	4X4 ONE TON TRUCK	1	EA	W3B	\$36,851	\$36,851
0003	07048	4X4 ONE TON TRUCK	1	EA	W3B	\$36,851	\$36,851
Extended Price Total of all Item							\$110,553

AGENDA

ITEM

#20a2

BID RESPONSE TABULATION
6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE
GALVESTON COUNTY, TEXAS

BID # B131010
 OPEN: 11/27/2012
 2 30 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					705934 CHASTANGS ENTERPRISES	Unit Price	Extended	Unit Price	Extended	Unit Price
0001	99836	6-8 YARD DUMP TRUCK	1 00	EA	70,469 00	70,469 00	0 00	0 00	0 00	0 00
0002	99836	6-8 YARD DUMP TRUCK	1 00	EA	70,469 00	70,469 00	0 00	0 00	0 00	0 00
0003	99836	6-8 YARD DUMP TRUCK	1 00	EA	70,469 00	70,469 00	0 00	0 00	0 00	0 00
Total of all Items						211,407 00		0.00		0 00

BID #: B131010
OPEN: 11/27/2012
2.30 PM

BID SHEET

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$ 211,407.00

OPTIONS TO RENEV No Extensions/Non-Applicable


WITNESS

11/26/12
DATE

CHASTANG FORD
COMPANY NAME


AUTHORIZED REPRESENTATIVE'S SIGNATURE

Edward M Miller
PRINTED NAME

Fleet Mgr
TITLE

Po Box 21127
CORRESPONDENCE ADDRESS

Houston TX 77226-1127
CITY STATE ZIP CODE

760423419
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Po Box 21127
REMIT ADDRESS

Houston TX 77226-1127
CITY, STATE ZIP CODE

713 678 5000
TELEPHONE NUMBER

713 678 5001
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID #. B131010
 OPEN. 11/27/2012
 2 30 PM

6-8 YARD DUMP TRUCK FOR ROAD & BRIDGE

GALVESTON COUNTY, TEXAS

VENDOR IL 705934 CHASTANGS ENTERPRISES

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99836	6-8 YARD DUMP TRUCK	1	EA	F7F	\$ 70469	\$ 70469
0002	99836	6-8 YARD DUMP TRUCK	1	EA	F7F	\$ 70469	\$ 70469
0003	99836	6-8 YARD DUMP TRUCK	1	EA	F7F	\$ 70469	\$ 70469
Extended Price Total of all Item							\$ 211,407.00



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

December 13, 2012

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

Re: Bid #B131011, 1/2 Ton Truck for Mosquito Control District

Gentlemen,

On November 27, 2012 bids were opened for Bid #B131011, 1/2 Ton Truck for Mosquito Control District, at which time six (6) bids were received from the following vendors

• McRee Ford, Inc	\$16,327 99	Dickinson, Texas
• Caldwell Automotive Partners	\$18,791 00	Caldwell, Texas
• Helfman Ford, Inc	\$15,650 00	Stafford, Texas
• Classic Autoplex GM, LLC	\$18,408 21	Galveston, Texas
• Caldwell Country Ford, LLC	\$16,774 00	Caldwell, Texas
• Nederland Chevrolet, LLP	\$17,256 57	Nederland, Texas

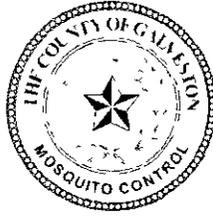
It is recommended that you award this bid to the lowest, most qualified bidder, Helfman Ford, Inc , in the amount of \$15,650 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,


Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Attachments



GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR.
DIRECTOR
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Fredrickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A. Dill

December 11, 2012

Rufus Crowder, CPPO
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re: Bids Opened on 05/26/2011

Mr. Crowder:

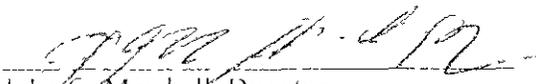
The following listed bids for Mosquito Control Trucks which were opened on November 27, 2012 at 2:30 pm, were the lowest bids received and I am requesting that we accept these:

Bid# B131012 Helfman Ford Inc 3/4 Ton 4 Wheel Drive Truck
This vendor has submitted the lowest bid

Bid# B131011 Helfman Ford Inc 1/2 Ton Truck
This vendor has submitted the lowest bid

Thank you for your assistance in this matter.

Respectfully,



John G. Marshall, Director
Galveston County Mosquito Control District



(409) 682-4018
Fax (409) 770-5132

1912 Sealy
Galveston, Texas 77551

CHARLES S. LANGFORD
FLEET MANAGER
COUNTY OF GALVESTON

December 11, 2012

To" Rufus Crowder, Purchasing

Re **BID # B131011 ½ Ton Trucks**
BID # B131012 ¾ Ton Truck

I recommend awarding the above two bids to the lowest bidder, Helfman Ford, Inc

Cc Charles Kenworthy

BID RESPONSE TABULATION
1/2 TON TRUCK FOR MOSQUITO CONTROL
GALVESTON COUNTY, TEXAS

BID # B131011
 OPEN 11/27/2012
 2:30 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor		
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
0001	07048	1/2 TON TRUCK	1	00	EA	16,327.99	16,327.99	18,791.00	18,791.00	15,650.00	15,650.00
					Total of all Items*		16,327.99	18,791.00	18,791.00	15,650.00	15,650.00

BID RESPONSE TABULATION
1/2 TON TRUCK FOR MOSQUITO CONTROL
GALVESTON COUNTY, TEXAS

BID #: B131011
 OPEN: 11/27/2012
 2:30 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07048	1/2 TON TRUCK 1/2 TON TRUCK	1 00	EA	18 408 21	18,408.21	16,774 00	16,774 00	17 256 57	17 256 57
Total of all Items						18,408.21	16,774 00	16,774 00	17,256.57	17,256.57



(409) 682-4018
Fax (409) 770-5132

1912 Sealy
Galveston, Texas 77551

CHARLES S. LANGFORD
FLEET MANAGER
COUNTY OF GALVESTON

December 11, 2012

To Rufus Crowder, Purchasing Agent

Re **BID # 131010 6-8 Yard Dump Truck**

I recommend awarding the above to the lone bidder, Chastang Ford

Cc Charles Kenworthy

BID #. B131011
OPEN: 11/27/2012
2:30 PM

BID SHEET

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$ 163,271.99

OPTIONS TO RENEV No Extensons/Non-Applicable


WITNESS

11/21/12
DATE

McKREFFORD, Inc
COMPANY NAME

Denny Steph
AUTHORIZED REPRESENTATIVE S SIGNATURE

DENNY STEPHENS
PRINTED NAME

C A M
TITLE

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

74-1542557
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

2800 GULF FWY
REMIT ADDRESS

DICKINSON, TX 77539
CITY, STATE ZIP CODE

281-337-8368
TELEPHONE NUMBER

281-337-4024
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID # B131011
OPEN: 11/27/2012
2 30 PM

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

VENDOR ID 131029 MCREE FORD INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	1/2 TON TRUCK	1	EA	2013 Ford F-150	\$ 16327.99	\$ 16327.99
Extended Price Total of all Item						\$	16327.99

BID #: B131011
OPEN: 11/27/2012
2:30 PM

BID SHEET

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$ 18,791.

OPTIONS TO RENEV No Extensions/Non-Applicable

Adrienne Jett
WITNESS

11/21/2012
DATE

Caldwell County Chamber
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Avent Knapp
PRINTED NAME

Fleet Director
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

14-1856872
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 27
REMIT ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID #: B131011
OPEN: 11/27/2012
2:30 PM

1/2 TON TRUCK FOR MOSQUITO CONTROL
GALVESTON COUNTY, TEXAS

VENDOR ID 707826 CALDWELL AUTOMOTIVE PARTNERS LLC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	1/2 TON TRUCK	1	EA	CC10903	\$18,791	\$18,791

*1500 S/MANUAL
REG CAB 4V2 CMB*

Extended Price Total of all Item \$18,791

BID #: B131011
OPEN: 11/27/2012
2 30 PM

BID SHEET

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$ 15,650

OPTIONS TO RENEV No Extensions/Non-Applicable

[Signature]
WITNESS
11/23/12
DATE

CAR VELA

Herfman Ford
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

B. H. CHRISTMAN
PRINTED NAME

Fleet Manager
TITLE

12270 SW Fwy
CORRESPONDENCE ADDRESS

STAFFORD, TX 77477
CITY, STATE ZIP CODE

76-0002-969
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

12270 SW Fwy
REMIT ADDRESS

STAFFORD, TX 77477
CITY STATE ZIP CODE

274-7204
281 2-40-3673
TELEPHONE NUMBER

281-240-1821
FAX NUMBER

new received
ADDENDUM'S RECEIVED #1 ___ #2 ___ #3 ___

LINE ITEM DETAIL

BID # B131011
OPEN 11/27/2012
2:30 PM

1/2 TON TRUCK FOR MOSQUITO CONTROL
GALVESTON COUNTY, TEXAS

VENDOR ID 712821 HELFMAN FORD INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	1/2 TON TRUCK	1	EA		\$ 15,650	\$ 15,650
						Extended Price Total of all Items	\$ 15,650

BID #: B131011
OPEN: 11/27/2012
2.30 PM

BID SHEET

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$ 18,408⁰¹

OPTIONS TO RENEV No Extensstons/Non-Applicable

WITNESS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME

TITLE

CORRESPONDENCE ADDRESS

REMIT ADDRESS

CITY, STATE ZIP CODE

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

TELEPHONE NUMBER

FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

Classic Accepter Co, LLC

Howard D Bentley Jr

Howard D Bentley Jr

Owner

8020 Broadway

Galveston, TX 77554

(409) 744-5711

409-761-5750

45-3650728

GA

LINE ITEM DETAIL

BID #: B131011
OPEN: 11/27/2012
2:30 PM

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

VENDOR ID 714252 CLASSIC AUTOPLEX GM, LLC

em No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	1/2 TON TRUCK	1	EA		\$ 18408.21	\$ 18408.21
Extended Price Total of all Item							\$ 18408.21

BID # B131011
OPEN 11/27/2012
2 30 PM

BID SHEET

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$ 16,774⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

Wang Yankang
WITNESS

11/30/12
DATE

Caldwell County Ford
COMPANY NAME

Michael Wiley
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Michael Wiley
PRINTED NAME

Government Fleet Sales Rep
TITLE

800 Hwy 21 E
CORRESPONDENCE ADDRESS

Caldwell TX 77836
CITY STATE ZIP CODE

27-3037856
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

800 Hwy 21 E
REMIT ADDRESS

Caldwell TX 77836
CITY, STATE ZIP CODE

254-773 2224
TELEPHONE NUMBER

254-773-8802
FAX NUMBER

ADDENDUMS RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

BID # B133011
 OPEN 11/27/2012
 2:30 PM

VENDOR 11

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
001	07046	2013 Ford F-150 Regular Cab Long bed	1	LA	F1C	\$ 16,774 ⁰⁰	\$ 16,774 ⁰⁰
						Extended Price Total of all Item	\$ 16,774 ⁰⁰

BID # B131011
OPEN 11/27/2012
2 30 PM

BID SHEET

1/2 TON TRUCK FOR MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL \$ 17,256⁵⁷

OPTIONS TO RENEV No Extension/Non-Applicable

[Signature]
WITNESS

11/26/2012
DATE

JK CHEVROLET
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jamie Kendrick
PRINTED NAME

General Sales Mgr
TITLE

PO Box 1406
CORRESPONDENCE ADDRESS

Nederland, TX 77627
CITY, STATE ZIP CODE

76 065 7090
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 1406
REMIT ADDRESS

Nederland, TX 77627
CITY, STATE ZIP CODE

409 726 8900
TELEPHONE NUMBER

409 726 8944
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID # B131011
OPEN 11/27/2012
2 30 PM

1/2 TON TRUCK FOR MOSQUITO CONTROL
GALVESTON COUNTY, TEXAS

VENDOR IE

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	1/2 TON TRUCK	1	EA	C7332257	\$ 17,256.57	\$ 17,256.57
Extended Price Total of all Item						\$	17,256.57

AGENDA

ITEM

#20a3



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

December 13, 2012

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

Re: Bid #B131010, 6-8 Yard Dump Truck

Gentlemen,

On November 27, 2012 bids were opened for Bid #B131010, 6-8 Yard Dump Truck, at which time one (1) bid was received from Chastangs Enterprises in the amount of \$70,469.00

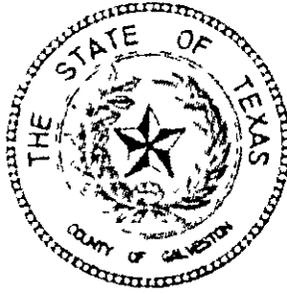
It is recommended that you award this bid to the lowest, most qualified bidder, Chastangs Enterprises in the amount \$140,938 for the two (2) approved dump trucks

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Attachments



The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: November 29, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator *LH*

Re: **Bid# B131010- 6-8 Yard Dump Truck**

I recommend awarding the above bid to the lone bidder, Chastang Ford, for the bid unit price of \$70,469. The total of the two (2) dump trucks approved in our FY13 budget will be \$140,938. This is \$938 over budget but we have a surplus of \$1,149 in the account (2370296100-5742000) from the pickup bid.

Thank you for your assistance in obtaining this bid.

LH/djs

AGENDA

ITEM

#20a4



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

December 13, 2012

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

Re: Bid #B131012, 3/4 Ton 4 Wheel Drive Truck for Mosquito Control District

Gentlemen,

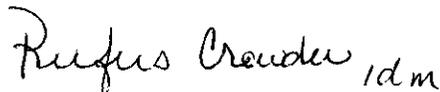
On November 27, 2012 bids were opened for Bid #B131012, 3/4 Ton 4 Wheel Drive Truck for Mosquito Control District, at which time six (6) bids were received from the following vendors

• McRee Ford, Inc	\$21,972 86	Dickinson, Texas
• Caldwell Automotive Partners	\$23,227 00	Caldwell, Texas
• Helfman Ford, Inc	\$21,100 00	Stafford, Texas
• Classic Autoplex GM, LLC	\$24,879 06	Galveston, Texas
• Caldwell Country Ford, LLC	\$22,228 00	Caldwell, Texas
• Nederland Chevrolet, LLP	\$22,970 00	Nederland, Texas

It is recommended that you award this bid to the lowest, most qualified bidder, Helfman Ford, Inc , in the amount of \$21,100 00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,


Rufus G Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Attachments



GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR.
DIRECTOR
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A. Dill

December 11, 2012

Rufus Crowder, CPPO
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re: Bids Opened on 05-26-2011

Mr. Crowder:

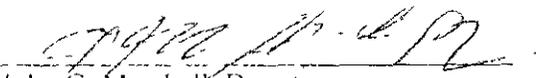
The following listed bids for Mosquito Control Trucks, which were opened on November 27, 2012 at 2:30 pm, were the lowest bids received and I am requesting that we accept these:

Bid# B131012 Helman Ford Inc 3/4 Ton 4 Wheel Drive Truck
This vendor has submitted the lowest bid

Bid# B131011 Helman Ford Inc 1/2 Ton Truck
This vendor has submitted the lowest bid

Thank you for your assistance in this matter.

Respectfully,



John G. Marshall, Director
Galveston County Mosquito Control District



(409) 682-4018
Fax (409) 770-5132

1912 Sealy
Galveston, Texas 77551

CHARLES S. LANGFORD
FLEET MANAGER
COUNTY OF GALVESTON

December 11, 2012

To" Rufus Crowder, Purchasing

Re **BID # B131011 ½ Ton Trucks**
BID # B131012 ¾ Ton Truck

I recommend awarding the above two bids to the lowest bidder, Helfman Ford, Inc

Cc Charles Kenworthy

BID RESPONSE TABULATION
3/4 TON 4 WHEEL DRIVE TRUCK MOSQUITO CONTROL
GALVESTON COUNTY, TEXAS

BID # B131012
 OPEN. 11/27/2012
 2.30 PM

Item	Product Cod	Description	Quantity	Units	Vendor	Unit Price	Extended	Vendor	Unit Price	Extended	Vendor	Unit Price	Extended
0001	07048	3/4 TON 4 WHEEL DRIVE TRUCK	1	EA	131029 MCREE FORD INC	21,972.86	21,972.86	707826 CALDWELL AUTOMOTIVE PAR	23,337.00	23,337.00	712821 HELFMAN FORD INC	21,100.00	21,100.00
Total of all Items							21,972.86			23,337.00			21,100.00

BID RESPONSE TABULATION
3/4 TON 4 WHEEL DRIVE TRUCK MOSQUITO CONTROL
GALVESTON COUNTY, TEXAS

BID #: B131012
 OPEN 11/27/2012
 2:30 PM

Item	Product Cod	Description	Quantity	Units	Vendor 714252 CLASSIC AUTOPLEX GM, LLC	Vendor 714968 CALDWELL COUNTRY FORD L	Vendor 715056 NEDERLAND CHEVROLET LLP
					Unit Price	Unit Price	Unit Price
					Extended	Extended	Extended
0001	07048	3/4 TON 4 WHEEL DRIVE TRUCK	1.00	EA	24,879.06	22,228.00	22,970.00
Total of all Items					24,879.06	22,228.00	22,970.00

BID #: B131012
OPEN: 11/27/2012
2:30 PM

BID SHEET

3/4 TON 4 WHEEL DRIVE TRUCK

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL \$ 21972.86

OPTIONS TO RENEV No Extensions/Non-Applicable


WITNESS

McREE FORD, Inc
COMPANY NAME

11/21/12
DATE

Denny Steph
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DENNY STEPHENS
PRINTED NAME

C A M
TITLE

CORRESPONDENCE ADDRESS

2800 GULF FWY
REMIT ADDRESS

CITY, STATE ZIP CODE

DICKINSON, TX 77539
CITY, STATE ZIP CODE

74-1547557
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

281-337-8368
TELEPHONE NUMBER

281-337-4024
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID #: B131012
OPEN. 11/27/2012
2:30 PM

3/4 TON 4 WHEEL DRIVE TRUCK MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

VENDOR ID 131029 MCREE FORD INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	3/4 TON 4 WHEEL DRIVE TRUCK	1	EA	2013 Ford F-250 4x4	\$ 21972.86	\$ 21972.86
						Extended Price Total of all Items	\$ 21972.86

BID #: B131012
OPEN: 11/27/2012
2:30 PM

BID SHEET

3/4 TON 4 WHEEL DRIVE TRUCK

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$ 23,337

OPTIONS TO RENEW NO Extensions/Non-Applicable

Odienne Gattis
WITNESS

11/21/2012
DATE

Caldwell Country Chevrolet
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Averyt Knapp
PRINTED NAME

Fleet Mgr.
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

14-1856872
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 27
REMIT ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

LINE ITEM DETAIL

BID #: B131012
OPEN: 11/27/2012
2 30 PM

3/4 TON 4 WHEEL DRIVE TRUCK MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

VENDOR ID 707826 CALDWELL AUTOMOTIVE PARTNERS LLC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	3/4 TON 4 WHEEL DRIVE TRUCK	1	EA	CK20903	\$ 23,337	\$ 23,337

Amount

Extended Price Total of all Item \$ 23,337.

~~270040 670000~~

4x4 Regular Cab

CK20903

BID #: B131012
OPEN: 11/27/2012
2:30 PM

BID SHEET

3/4 TON 4 WHEEL DRIVE TRUCK

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$ 21,100

OPTIONS TO RENEV No Extensions/Non-Applicable

[Signature]
WITNESS

SAL VELA

11/23/12
DATE

HELFMAN FORD INC.
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Bill Chrisman
PRINTED NAME

Fleet Manager
TITLE

12270 SW. FREWAY
CORRESPONDENCE ADDRESS

STAFFORD, TX 77477
CITY, STATE ZIP CODE

76-0007-969
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

REMIT ADDRESS

CITY, STATE ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

none
ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID #: B131012
OPEN: 11/27/2012
2:30 PM

3/4 TON 4 WHEEL DRIVE TRUCK MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

VENDOR ID 712821 HELFMAN FORD INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	3/4 TON 4 WHEEL DRIVE TRUCK	1	EA		\$ 2,100	\$ 2,100
						Extended Price Total of all Items	\$ 2,100

BID #: B131012
OPEN. 11/27/2012
2:30 PM

BID SHEET

3/4 TON 4 WHEEL DRIVE TRUCK

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL \$ 24,879⁰⁶

OPTIONS TO RENEV No Extensions/Non-Applicable

WITNESS

DATE

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME

TITLE

REMIT ADDRESS

CITY, STATE ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

Classic Autoplex GM, LLC

Howard P Bentley Jr

Howard P. Bentley Jr

owner

8020 Broadway

Galveston, TX 77554

409-764-5711

409-761-5750

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID #. B131012
OPEN: 11/27/2012
2:30 PM

3/4 TON 4 WHEEL DRIVE TRUCK MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

VENDOR ID 714252 CLASSIC AUTOPLEX GM, LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	3/4 TON 4 WHEEL DRIVE TRUCK	1	EA		\$ 24,879.06	\$ 24,879.06
Extended Price Total of all Item							\$ 24,879.06

BID # B131012
OPEN. 11/27/2012
2 30 PM

BID SHEET

3/4 TON 4 WHEEL DRIVE TRUCK

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL \$ 22,228⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

Mary Yearbrough
WITNESS

Caldwell County Ford
COMPANY NAME

11-20-12
DATE

Michael Wiley
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Michael Wiley
PRINTED NAME

Gov't Fleet Sales Rep
TITLE

800 Hwy 21 E.
CORRESPONDENCE ADDRESS

800 Hwy 21 E.
REMIT ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

Caldwell, TX 77836
CITY, STATE ZIP CODE

27-3037856
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

254-773-8824
TELEPHONE NUMBER

254-773-8808
FAX NUMBER

ADDENDUMS RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

3/4 TON 4 WHEEL DRIVE TRUCK MOSQUITO CONTROL
GALVESTON COUNTY, TEXAS

BID # B131012
OPEN 11/27/2012
2 30 PM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	2013 Ford F-250 Reg Cab 4x4 3/4 TON 4 WHEEL DRIVE TRUCK	1	EA	F28	\$ 22,228. ⁰⁰	\$ 22,228. ⁰⁰

Extended Price Total of all Item \$ 22,228.⁰⁰

BID # B131012
OPEN 11/27/2012
2 30 PM

BID SHEET

3/4 TON 4 WHEEL DRIVE TRUCK

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL \$ 22,970 00

OPTIONS TO RENEV No Extensions/Non-Applicable

[Signature]
WITNESS
11/27/2012
DATE

JK CHEVROLET
COMPANY NAME
[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE
Jamie Kendrick
PRINTED NAME
General Sales Mgr
TITLE

P.O. Box 1406
CORRESPONDENCE ADDRESS
Nederland, TX 77627
CITY, STATE ZIP CODE

P.O. Box 1406
REMIT ADDRESS
Nederland, TX 77627
CITY, STATE ZIP CODE

76 0657090
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

409 726 8900
TELEPHONE NUMBER

409 726 8944
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID #: B131012
OPEN 11/27/2012
2 30 PM

3/4 TON 4 WHEEL DRIVE TRUCK MOSQUITO CONTROL

GALVESTON COUNTY, TEXAS

VENDOR IE

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	3/4 TON 4 WHEEL DRIVE TRUCK	1	EA	DZ155455	\$ 22,970.00	\$ 22,970.00
						Extended Price Total of all Item	\$ 22,970.00