GALVESTON COUNTY, TEXAS

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

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

AGENDA
JUNE 12, 2012 – 9:30 A.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 - WORKSHOP AGENDA - 9:30 A.M.
Commissioners' Court Workshop Meeting Room

1. Call to Order Regularly Scheduled Workshop Meeting.

2. Consideration of restructuring of Parks and Senior Services Department presented by Kelly Snook.

3. Consideration of restructuring of Emergency Management presented by David Popoff.

4. Discuss a method of disaster recovery services specific to facilities. The intent is to have contracts in place to provide damage assessment and long term recovery of facilities after a major disaster. Staff identified a gap in our recovery efforts after Hurricane Ike and this is a discussion of that gap and how to correct it presented by Dudley Anderson and David Popoff.

5. Discuss Round 2.2 Galveston County Housing Assistance Program. The Housing Department would like to provide information and discuss topics that require specific input for the County's implementation plan of the GLO's 2.2 guidelines presented by Jim Gentile.

REGULARLY SCHEDULED MEETING

Pledge of Allegiance and Invocation

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable Checks dated 6/5/2012 and 6/12/2012.

b. Order for Payroll period ending 6/6/2012 Bi-Weekly #12.

c. Indemnification Request Justice of the Peace Pct. 8-2.

d. Internal audit report of Justice of the Peace Precinct 2 for period of 10/1/10 to 9/30/11.

e. Response letter from Honorable Judge Penny L. Pope.

*2. Receive and file *Summary of Bi-Weekly Personnel Movements* pay period #11, May 10-23, 2012 submitted by Human Resources.

*3. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County.*

*4. Receive and file *ratification of a data sharing agreement* between Galveston County and the Texas Workforce Commission submitted by Information Technology.

*5. Receive and file *RFP #B112005 Juvenile Justice Food Service* - Request for price increase and first amendment to contract submitted by the Purchasing Agent.

*6. Consideration of approving the following *contracts for service* submitted by Information Technology:

a.	Consideration of Revised Statement of Work	no cost
b.	Consideration of IFAS Integration with Onbase	$66,645.00

*7. Receive and file *Interlocal Tax Collection Agreements* with following jurisdictions by the Tax Assessor Collector:

City of Bayou Vista, City of Clear Lake Shores, City of Dickinson, City of Friendswood, City of Galveston, City of Hitchcock, City of Kemah, City of Jamaica Beach, City of La Marque, City of League City, City of Santa Fe, City of Texas City, Village of Tiki Island, Dickinson Independent School District, Galveston Independent School District, High Island Independent School District, Hitchcock Independent School District, La Marque Independent School District, Galveston College, College of the Mainland, Drainage District No. 1, Drainage District No. 2, Emergency Services District No. 1, Bacliff MUD, Bayview MUD, San Leon MUD, Tara Glen MUD, GC Fresh Water District No. 6, Galveston County MUD No. 12, Navigation District No. 1, WCID No. 1, WCID No. 19.

*8. Consideration of requests for *Tax Refunds in Excess of $2,500.00* submitted by the Tax Assessor/Collector.

Account Number	Amount	Reason
3505-0225-0011-000	$ 4,079.19	Duplicate Payment
2861-0004-0012-000	$ 3,587.26	Duplicate Payment
7326-2001-0001-000	$ 4,980.04	Duplicate Payment
8600-0661-1759-000	$ 8,334.29	Duplicate Payment
4427-0165-0022-000	$ 35,394.26	Order to Vacate Judgment

*9. Request for *Waiver or refund of penalty and interest due to a Clerical Error* submitted by the Tax Assessor/Collector:

Account Number	Year	Amount
6505-0003-0036-000	2011	$363.19

*10. Receipt of a Request from Criss Brown to renaming Daisy Street in Dickinson to Giamfortone (Daisy) street and setting a Public Hearing on the request.

*11. Consideration for approval of a per diem rate consistent with IRS publication 1542 and the U.S. General Services Administration submitted by the Budget Director.

12. <u>County Clerk</u>

a. Approval of proposed Early Voting Locations for the Primary Runoff Election July 31, 2012.

13. <u>County Engineer</u>

a. Consideration of change order no. 2 to the RW Lucas Construction contract for the improvements to Deats Road project.

b. Consideration of application from Best Deal Enterprises, Inc. to convey a portion of the unrestricted reserve “B” of Edgewood Subdivision on the Mainland by metes & bounds without revising the plat.

c. Consideration of a professional engineering services contract with Dannenbaum Engineering for the Calder Road bond project.

d. Consideration of an Amended Agreement for Consulting Services with Coastal Strategies Group, LLC (John Lee) for assistance on coastal projects in Galveston County.

14. <u>Emergency Management</u>

a. Consideration of approval for restructure of department.

15. Housing Department

a. Update on the housing program.

b. Consideration for approval of the Housing Department to submit Round 2.2 guidelines on behalf of the Commissioners Court to the General Land Office.

16. Justice Administration

a. Consideration of approving reclassification of Case Management Specialist.

17. Parks Department

a. Consideration of approval for restructure of department.

18. Purchasing

a. Consider recommending awarding a contract on the following bid:

1. Bid #B122023 Motor Fuels, Oils, Fluids & Greases

2. Bid #B122021 Abatement of Junked Vehicles

b. Recommend cancelling six (6) contracts associated with the following RFP:

1. RFP #B062010 Debris Management Services

c. Consider cancelling and authorize a re-bid on the following Bid:

1. Bid #B112022 Hot Mix Asphalt

d. Authorization for signature authority to sign an Interlocal Agreement between County of Brazoria and Galveston County.

19. Sheriff

a. Consideration of an agreement with College of the Mainland to provide range use and other items related to firearms qualifications.

b. Consideration of an agency access agreement among Galveston County and SunGard Public Sector granting access for the Bacliff Volunteer Fire Department.

20. Tax Assessor & Collector

a. Request for waiver of penalty and interest.

	Name	Account Number	Year	Amount
1.	John Wiley Reil	3030-0001-0028-000	2011	$ 222.13
2.	John Wiley Reil	5287-0000-0299-000	2011	$ 125.97
3.	Carl Owen	4050-0000-0079-000	2011	$ 16.90
4.	Vincent R. Lepar, Jr.	1641-0000-0131-000	2011	$ 103.50
5.	Thomas W. Richey	4350-0002-0005-000	2011	$1,338.48
6.	Joe Curtis	5856-0011-0001-000	2011	$ 531.35
7.	Kim Winson	1383-0002-0028-000	2011	$ 129.66
8.	Jose O. Nable	4130-0003-0123-000	2010	$ 1,227.73
9.	Christopher M. Gray	3793-0001-0008-000	2011	$ 131.64
10.	Patrick Gobep	0064-0076-0000-000	1997	$ 115.57
11.	Patrick Gobep	0064-0076-0000-000	1998	$ 108.53
12.	Patrick Gobep	0064-0076-0000-000	1999	$ 101.49
13.	Patrick Gobep	0064-0076-0000-000	2000	$ 128.77
14.	Patrick Gobep	0064-0076-0000-000	2001	$ 87.41
15.	Patrick Gobep	0064-0076-0000-000	2002	$ 112.86
16.	Patrick Gobep	0064-0076-0000-000	2003	$ 117.83
17.	Patrick Gobep	0064-0076-0000-000	2004	$ 20.05
18.	Patrick Gobep	0064-0076-0000-000	2005	$ 94.68
19.	Patrick Gobep	0064-0076-0000-000	2006	$ 79.72
20.	Patrick Gobep	0064-0076-0000-000	2007	$ 58.04
21.	Patrick Gobep	0064-0076-0000-000	2008	$ 48.71
22.	Patrick Gobep	0064-0076-0000-000	2009	$ 47.02

23.	Patrick Gobep	0064-0076-0000-000	2010	$	34.29
24.	Patrick Gobep	0064-0077-0000-000	1997	$	269.20
25.	Patrick Gobep	0064-0077-0000-000	1998	$	252.81
26.	Patrick Gobep	0064-0077-0000-000	1999	$	236.41
27.	Patrick Gobep	0064-0077-0000-000	2000	$	299.94
28.	Patrick Gobep	0064-0077-0000-000	2001	$	203.63
29.	Patrick Gobep	0064-0077-0000-000	2002	$	262.92
30.	Patrick Gobep	0064-0077-0000-000	2003	$	274.48
31.	Patrick Gobep	0064-0077-0000-000	2004	$	46.67
32.	Patrick Gobep	0064-0077-0000-000	2005	$	220.58
33.	Patrick Gobep	0064-0077-0000-000	2006	$	185.70
34.	Patrick Gobep	0064-0077-0000-000	2007	$	135.20
35.	Patrick Gobep	0064-0077-0000-000	2008	$	113.48
36.	Patrick Gobep	0064-0077-0000-000	2009	$	109.50
37.	Patrick Gobep	0064-0077-0000-000	2010	$	79.86

21. <u>Finance & Administration</u>

a. Consideration of Budget Amendments

Fiscal Year	Amendment #	Description
2012	12-049-0612-A	Unlimited Tax Road Bonds, Series 2009A – Request to budget revenue and expenditures for Change Order No. 2 – Angel Brother's Enterprises Ltd. for the Louisiana project.
2012	12-050-0612-B	Unlimited Tax Road Bonds, Series 2009A – Request to transfer budget from Lawrence Road project to Deats Road project to cover Change Order No. 2 – R. W. Lucas contract for improvements.

2012	12-051-0612-C	Community Services – Request to budget donations from Reliant Energy and appropriate funds for Summer Relief program.
2012	12-052-0612-D	Community Services – Request to transfer budget from Budgeted Reserves to Indigent Health Care to cover expenditures through the end of fiscal year 2012.

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 member 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, IT Systems
LaToya Jordan

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

June 12, 2012

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

Approval of Accounts Payable Checks dated 6/5/2012 and 6/12/2012

Order for Payroll period ending 6/6/2012 Bi-Weekly #12

Indemnification Request Justice of the Peace Pct 8-2

Internal audit report of Justice of the Peace Precinct 2 for period of 10/1/10 to 9/30/11

Response letter from Honorable Judge Penny L Pope

Cliff Billingsley
County Auditor

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000424	**Payee Name: CLASSIC AUTOPLEX GALVESTON**		
72131	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	789 50
72168	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	171 26
72211	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	592 98
72224	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	88 24
72225	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	108 24
72226	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	625 27
72239	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	502 87
72243	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	17 52
72293	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	632 84
72326	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,083 11
72328	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	581 48
72340	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	86 09
72342	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	51 71
		Warrant Total:	**5,331.11**
Warrant #: VW 00000426	**Payee Name: LONE STAR UNIFORMS INC**		
251507	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	145 00
251508	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	545 00
		Warrant Total:	**690.00**
Warrant #: VW 00356443	**Payee Name: ABL MANAGEMENT INC**		
191607	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	16,572 78
		Warrant Total:	**16,572.78**
Warrant #: VW 00356444	**Payee Name: ACCURINT**		
124849120120430	1101159100 - 5481000	Information Technology - Contract Service	1,175 00
		Warrant Total:	**1,175.00**
Warrant #: VW 00356445	**Payee Name: ACTION PERSONNEL INC**		
99731	1101159100 - 5481000	Information Technology - Contract Service	660 00
		Warrant Total:	**660.00**
Warrant #: VW 00356447	**Payee Name: AKIN, TOM**		
SHRF SL 031111	1101000010 - 4413010	General Government - District Clerk Fees	918 00
SHRF SL 031111	1101000020 - 4863015	Public Safety - Reimb Advert Costs-Sheriff Sals	719 24
		Warrant Total:	**1,637.24**
Warrant #: VW 00356448	**Payee Name: ALERT ALARM BURG AND FIRE PROT INC**		
70084	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00356449	**Payee Name: ALVIN EQUIPMENT CO INC**		
T18310	1101544042 - 5746010	Beach Maintenance-Rd & Bridge - Capitalized Furn,Fix,& Eq	67,977 00
		Warrant Total:	**67,977.00**
Warrant #: VW 00356454	**Payee Name: BARNETT, STEPHANIE B**		
06CR0829 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
		Warrant Total:	**780.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00356456	**Payee Name: BENTIVEGNA, JAMES J**		
09FD3228	1101000000 - 2291104	General Fund - DC-Refunds of Fees	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00356457	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
JAIL DKT 051812	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00356458	**Payee Name: BETA TECHNOLOGY INC**		
570943	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	418.00
		Warrant Total:	**418.00**
Warrant #: VW 00356460	**Payee Name: BOB BARKER CO INC**		
UT1000233265	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	196 66
		Warrant Total:	**196.66**
Warrant #: VW 00356461	**Payee Name: BOB J JOHNSON & ASSOCIATES**		
266317	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	853 23
266515	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,490 00
		Warrant Total:	**2,343.23**
Warrant #: VW 00356462	**Payee Name: BOCK, STEVE**		
MAY 12 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	73 75
		Warrant Total:	**73.75**
Warrant #: VW 00356463	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10006109 0412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	250 50
		Warrant Total:	**250.50**
Warrant #: VW 00356464	**Payee Name: BONO, JONI**		
04CR1668 052412	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	780 00
10CR2158 053012	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	237 00
		Warrant Total:	**1,017.00**
Warrant #: VW 00356465	**Payee Name: BOUNCE ENERGY INC**		
1292653	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356469	**Payee Name: BUTLER, HAILEY**		
09CV2354	1101000000 - 2291104	General Fund - DC-Refunds of Fees	1 50
		Warrant Total:	**1.50**
Warrant #: VW 00356470	**Payee Name: CARNES FUNERAL HOME INC**		
APRIL 2012	1101440100 - 5496170	Community Services - Transporation-Medical Examiner	2,865 00
		Warrant Total:	**2,865.00**
Warrant #: VW 00356471	**Payee Name: CDW GOVERNMENT INC**		
K827691	1101114030 - 5310001	Election Expense - Depart Supplies-Non Cap FFE	2,626 29
K863204	1101114030 - 5499201	Election Expense - Election Expense	8 39
K976910	1101114030 - 5499201	Election Expense - Election Expense	100 68
		Warrant Total:	**2,735.36**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00356472	**Payee Name: CENTERPOINT ENERGY**		
4716782 0412	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	55 53
85389872	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	28 52
		Warrant Total:	**84.05**
Warrant #: VW 00356473	**Payee Name: CHAIR TAI CHI**		
BSC2512	1101451110 - 5481000	Senior Citizens - Contract Service	40 00
DSC2512	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
LSC2512	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
		Warrant Total:	**240.00**
Warrant #: VW 00356476	**Payee Name: CITI BANK USA N A**		
065176471205	1101610200 - 5322010	County Extension - Auto Fuel Expense	132 61
		Warrant Total:	**132.61**
Warrant #: VW 00356477	**Payee Name: CITY OF GALVESTON**		
004181	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
241651	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	97 37
262561	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	88 04
303680	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
373630	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	88 04
		Warrant Total:	**473.45**
Warrant #: VW 00356478	**Payee Name: CITY OF LAMARQUE**		
0150000820002	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356481	**Payee Name: COBURN SUPPLY COMPANY INC**		
134873362	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	5 50
314864520	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	128 75
314894974	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	147 60
314898347	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	668 02
		Warrant Total:	**949.87**
Warrant #: VW 00356482	**Payee Name: CONZ, GLORIA**		
MAY 2012	1101451110 - 5481000	Senior Citizens - Contract Service	750 00
		Warrant Total:	**750.00**
Warrant #: VW 00356483	**Payee Name: COOK, DAVID**		
12CR1181 052412	1101121000 - 5310000	Justice Administration - Supplies and Materials	6 40
12CR1181 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	224 25
		Warrant Total:	**230.65**
Warrant #: VW 00356484	**Payee Name: COUNTY AND DISTRICT CLERKS**		
117TH ANN REG	1101126100 - 5496100	District Clerk - Travel and Education	675 00
		Warrant Total:	**675.00**
Warrant #: VW 00356485	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3385	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,850 16
		Warrant Total:	**1,850.16**
Warrant #: VW 00356486	**Payee Name: DAHLENBURG, MICHAEL L**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
MH4095	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**175.00**
Warrant #: VW 00356489	**Payee Name: DIAZ, DEBBIE**		
APR 2012 MLG	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	411.15
		Warrant Total:	**411.15**
Warrant #: VW 00356490	**Payee Name: DICKEY, TAMYRA**		
MAY 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	62 16
		Warrant Total:	**62.16**
Warrant #: VW 00356491	**Payee Name: DIRECT ENERGY LP**		
65174695	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356492	**Payee Name: ELEMENTO, JELEAN**		
5/13-18/12 TRVL	1101159100 - 5496100	Information Technology - Travel and Education	301 52
5/13-18/12 TRVL	1101159100 - 5496301	Information Technology - Auto Mileage	30 80
		Warrant Total:	**332.32**
Warrant #: VW 00356494	**Payee Name: FAUS, SALVADOR**		
317227 051612	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00356495	**Payee Name: FEDEX CORP**		
789199800	1101151500 - 5310000	Tax Assessor Collector - Supplies and Materials	682 66
		Warrant Total:	**682.66**
Warrant #: VW 00356497	**Payee Name: FIRST CHOICE POWER**		
2002188860	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356498	**Payee Name: FIRST CHOICE POWER**		
655001101981195A	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655001102455315A	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	155 57
		Warrant Total:	**255.57**
Warrant #: VW 00356499	**Payee Name: FOSKIT, GARRET**		
REIMB FUEL	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	160 34
		Warrant Total:	**160.34**
Warrant #: VW 00356501	**Payee Name: GALLARDO, DIANA**		
807438	1101123600 - 5495100	Justice Court Pct #8-1(prv #6) - Education	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00356503	**Payee Name: GANDY, LOIS**		
807437	1101123600 - 5495100	Justice Court Pct #8-1(prv #6) - Education	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00356505	**Payee Name: GREEN MOUNTAIN ENERGY CO**		
40353957	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	115 33

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**115.33**
Warrant #: VW 00356506	**Payee Name: GS BEACON LAKES LP**		
555FM646 732	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356510	**Payee Name: HART INTERCIVIC**		
049120	1101114030 - 5499201	Election Expense - Election Expense	472 50
		Warrant Total:	**472.50**
Warrant #: VW 00356511	**Payee Name: HENRY, THERESA**		
12CR0023 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
		Warrant Total:	**373.75**
Warrant #: VW 00356513	**Payee Name: HILL, LESLIE WAYCOTT**		
5/13-18/12 TRVL	1101211133 - 5496100	Sheriff-Corrections - Travel and Education	491 40
		Warrant Total:	**491.40**
Warrant #: VW 00356514	**Payee Name: HINDMAN, MARGARET**		
MH4082 051012	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4089 051012	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4091 042712	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
		Warrant Total:	**275.00**
Warrant #: VW 00356515	**Payee Name: HLAVINKA EQUIPMENT COMPANY**		
3002477	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	225 87
		Warrant Total:	**225.87**
Warrant #: VW 00356516	**Payee Name: HOGAN, MARIA**		
807435	1101123600 - 5495100	Justice Court Pct #8-1(prv #6) - Education	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00356517	**Payee Name: IBRAHIM & ELLIOTT LLP**		
12CR0161 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00356521	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2112	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,199 48
64148	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	109 60
		Warrant Total:	**1,309.08**
Warrant #: VW 00356522	**Payee Name: KLEEN KUT LANDSCAPE SERVICE**		
379	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,150 00
		Warrant Total:	**1,150.00**
Warrant #: VW 00356523	**Payee Name: KONE INC**		
150668512	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	522 80
		Warrant Total:	**522.80**
Warrant #: VW 00356524	**Payee Name: LAW OFFICE OF ALEX BILL III**		
12CR05440101 MAY	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**195.00**
Warrant #: VW 00356525	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
184521	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	85 00
184525	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	514 71
184577	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
184583	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 75
		Warrant Total:	**652.46**
Warrant #: VW 00356528	**Payee Name: MABRY HERBECK & ROBERTS**		
PR0073289	1101443100 - 5413000	Indigent Care & Medication - Prof Serv Legal Fees	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00356529	**Payee Name: MAILROOM FINANCE INC**		
55204105 0512	1101159100 - 5311140	Information Technology - Postage	22,900 00
		Warrant Total:	**22,900.00**
Warrant #: VW 00356531	**Payee Name: MASSEY, JULIE**		
5/18/12 TRVL	1101610200 - 5495100	County Extension - Education	19 30
5/18/12 TRVL	1101610200 - 5496301	County Extension - Auto Mileage	38 51
		Warrant Total:	**57.81**
Warrant #: VW 00356534	**Payee Name: MORALES, PERLA**		
807436	1101123600 - 5495100	Justice Court Pct #8-1(prv #6) - Education	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00356535	**Payee Name: MUSTANG RENTAL SERVICES INC**		
01106516	1101544042 - 5426100	Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	5,689 53
		Warrant Total:	**5,689.53**
Warrant #: VW 00356536	**Payee Name: NB GRAPHICS LLC**		
22590	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,360.00
		Warrant Total:	**1,360.00**
Warrant #: VW 00356537	**Payee Name: NELSON, MARYBETH M**		
PR72608	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	1,868 60
		Warrant Total:	**1,868.60**
Warrant #: VW 00356541	**Payee Name: OFFICE DEPOT INC**		
607981055001	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	439 96
		Warrant Total:	**439.96**
Warrant #: VW 00356543	**Payee Name: ONEOK INC**		
149971818	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356544	**Payee Name: PALMER, MICHAEL**		
321889 05242012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00356545	**Payee Name: PARKS, TAMRA**		
CRT RPTR 212TH	1101121000 - 5431121	Justice Administration - Court Reporter Expense	1,013 12

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,013.12**
Warrant #: VW 00356548	**Payee Name: PENINSULA SANITATION SERVICE INC**		
59211	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
59214	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
		Warrant Total:	**900.00**
Warrant #: VW 00356549	**Payee Name: PESTMASTER SERVICES INC**		
10550	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 40
		Warrant Total:	**50.40**
Warrant #: VW 00356552	**Payee Name: QUINTANILLA, DONNIE**		
12CR0912 050812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
324017 052912	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	81 25
		Warrant Total:	**260.00**
Warrant #: VW 00356554	**Payee Name: RAMIREZ, TANYA E**		
MAY 2012	1101211101 - 5481000	Administration Sheriff Dept - Contract Service	3,862.50
		Warrant Total:	**3,862.50**
Warrant #: VW 00356556	**Payee Name: REAVES, LEBERT**		
4/10-13/12 TRVL	1101159100 - 5496100	Information Technology - Travel and Education	60 99
4/10-13/12 TRVL	1101159100 - 5496301	Information Technology - Auto Mileage	343 90
		Warrant Total:	**404.89**
Warrant #: VW 00356557	**Payee Name: RIOS, ROBIN A**		
051712 CRT RPTR	1101122300 - 5120001	Probate Court - Sullivan - Temporary Help	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00356558	**Payee Name: ROBERTS, BARBARA**		
BAR DUES REIMB	1101121000 - 5495100	Justice Administration - Education	235 00
		Warrant Total:	**235.00**
Warrant #: VW 00356560	**Payee Name: ROUGELY, MIYOSHI**		
5/10/12 RMB	1101127100 - 5496301	District Attorney - Auto Mileage	22.93
		Warrant Total:	**22.93**
Warrant #: VW 00356561	**Payee Name: SAFEGUARD ENTERPRISES INC**		
027845428	1101151600 - 5310000	County Treasurer - Supplies and Materials	2,107 15
027870007	1101151600 - 5310000	County Treasurer - Supplies and Materials	1,225 00
		Warrant Total:	**3,332.15**
Warrant #: VW 00356565	**Payee Name: SHATTUCK, BOB**		
MH4082 051012	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	160 00
MH4089 051012	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	160 00
MH4091 042712	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	160 00
MH4095 050912	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	160 00
		Warrant Total:	**640.00**
Warrant #: VW 00356566	**Payee Name: SIMMONS, MARILYN H**		
3089 RMB	1101610200 - 5498000	County Extension - Membership And Dues	200 00
		Warrant Total:	**200.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00356567	**Payee Name: SMITH, PATRICIA**		
MAY 2012 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	41 25
		Warrant Total:	**41.25**
Warrant #: VW 00356569	**Payee Name: SOUTHERN FOLGER DETENTION EQUIPMENT**		
174334	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	677 86
		Warrant Total:	**677.86**
Warrant #: VW 00356573	**Payee Name: TCAAA SOUTHEAST DISTRICT 9**		
DIST 9 TCAAA	1101610200 - 5498000	County Extension - Membership And Dues	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00356574	**Payee Name: TEXAS BAYWOOD APARTMENTS LTD**		
5025FM2351 222	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356577	**Payee Name: TRAVIS COUNTY**		
12001104	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
12001157	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	374 00
		Warrant Total:	**773.00**
Warrant #: VW 00356579	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
7915367	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356581	**Payee Name: UNITED PARCEL SERVICE**		
0000135W56182	1101159100 - 5481000	Information Technology - Contract Service	17 98
		Warrant Total:	**17.98**
Warrant #: VW 00356585	**Payee Name: VILLALOBOS, PAULINE**		
80744	1101123600 - 5495100	Justice Court Pct #8-1(prv #6) - Education	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00356586	**Payee Name: VOICE4NET.C0M**		
3251	1101159100 - 5481000	Information Technology - Contract Service	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00356587	**Payee Name: WRIGHT, ANDREW A**		
314037 05182012	1101122400 - 5310000	County Court #3 - Dupuy - Supplies and Materials	0 44
314037 05182012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	2,522 00
		Warrant Total:	**2,522.44**
Warrant #: VW 00356588	**Payee Name: YORK MODERN CORP**		
22979	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	1,839 00
		Warrant Total:	**1,839.00**
Warrant #: VW 00356589	**Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**		
321374 05242012	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	268 13
		Warrant Total:	**268.13**

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Invoice Number	Account Info		Amount
		FUND 1101 TOTAL:	**170,939.64**

FUND: 2121 Donations To Galveston County

Warrant #: VW 00356539 **Payee Name: NRG ENERGY INC**

49890056 5/12	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	299 69
70080387	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	178 99
75795591	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	145 93
		Warrant Total:	**624.61**

Warrant #: VW 00356540 **Payee Name: NRG ENERGY INC**

63241517	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	300 00
79872768	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	146 86
		Warrant Total:	**446.86**
		FUND 2121 TOTAL:	**1,071.47**

FUND: 2131 DA Seized Funds Afte Aft 10/89

Warrant #: VW 00356500 **Payee Name: FREEZE, JOHNNY J**

05/15/11 RMB	2131127132 - 5310000	DA Seized Funds Afte Aft 10/89 - Supplies and Materials	29.47
		Warrant Total:	**29 47**
		FUND 2131 TOTAL:	**29.47**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00356451 **Payee Name: AMERSON, RODGER DAN**

12FD0114 051812	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**200.00**

Warrant #: VW 00356562 **Payee Name: SALINSKY LAW OFFICES**

11FD1530 051612	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
		Warrant Total:	**350.00**
		FUND 2212 TOTAL:	**550.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00356546 **Payee Name: PATHWAY TO RECOVERY INC**

APR 2012	2220255100 - 5481000	Adult Probation - Contract Service	3,003 00
		Warrant Total:	**3,003.00**
		FUND 2220 TOTAL:	**3,003.00**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00356443 **Payee Name: ABL MANAGEMENT INC**

Galveston County, Texas

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Invoice Number	Account Info		Amount
188346	2230256118 - 5314301	Detention - Kitchen Supplies	42 38
188346	2230256118 - 5481199	Detention - Food Service Contract	2,424 35
188346	2230256119 - 5481199	Post Program - Food Service Contract	823 43
188346	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	126 64
		Warrant Total:	**3,416.80**
Warrant #: VW 00356450		**Payee Name: AMERICAN RED CROSS**	
10078170	2230256105 - 5495100	Juv Justice - Administration - Education	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00356460		**Payee Name: BOB BARKER CO INC**	
WEB000218993	2230256118 - 5313100	Detention - Cleaning & Household Supplies	481 95
		Warrant Total:	**481.95**
Warrant #: VW 00356504		**Payee Name: GLAZIER FOODS COMPANY**	
8311206	2230256118 - 5314301	Detention - Kitchen Supplies	10 50
		Warrant Total:	**10.50**
Warrant #: VW 00356509		**Payee Name: HARDY, COREY L**	
5/18/12 MLS	2230256118 - 5496150	Detention - Transportation	46 00
		Warrant Total:	**46.00**
Warrant #: VW 00356521		**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**	
2105	2230256118 - 5313100	Detention - Cleaning & Household Supplies	716 98
		Warrant Total:	**716.98**
Warrant #: VW 00356533		**Payee Name: MONTGOMERY, DANNY**	
5/18/12 MLS	2230256118 - 5496150	Detention - Transportation	23 00
		Warrant Total:	**23.00**
Warrant #: VW 00356555		**Payee Name: RAMIREZ, VICTORIA**	
MAY 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	174 83
		Warrant Total:	**174.83**
Warrant #: VW 00356563		**Payee Name: SAM HOUSTON STATE UNIVERSITY**	
REG FEE VALDIVIA	2230256105 - 5495100	Juv Justice - Administration - Education	150 00
		Warrant Total:	**150.00**
		FUND 2230 TOTAL:	**5,150.06**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00356502		**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**	
329509	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
329510	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
329511	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	200 00
		Warrant Total:	**800.00**
		FUND 2242 TOTAL:	**800.00**

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Invoice Number	Account Info		Amount
FUND: 2301	**Road & Bridge Fund**		
Warrant #: VW 00000425		**Payee Name: KEYWORTHS HARDWARE INC**	
000123796	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	6 29
000124266	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	40 58
000136463	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	34 42
000136989	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	12 49
000137028	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	54 99
000137249	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	6 79
000137265	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	55 74
000137636	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	31 06
000137684	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	17 59
000137709	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	7 08
		Warrant Total:	**267.03**
Warrant #: VW 00356452		**Payee Name: BACLIFF BUILDERS SUPPLY INC.**	
10987	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	3 09
		Warrant Total:	**3.09**
Warrant #: VW 00356466		**Payee Name: BROOKSIDE EQUIP SALES INC**	
IL32161	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	630 54
IL32458	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	103 71
IL32638	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	127 31
IL32814	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	205 81
IL32934	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	457 53
		Warrant Total:	**1,524.90**
Warrant #: VW 00356475		**Payee Name: CHERRY CRUSHED CONCRETE**	
1015469	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,620 67
		Warrant Total:	**2,620.67**
Warrant #: VW 00356496		**Payee Name: FILLINGAME INC**	
IVC41687	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	169 00
		Warrant Total:	**169.00**
Warrant #: VW 00356507		**Payee Name: GUSTAFSON, TERRI**	
MAY 2012 MLG	2301312110 - 5496100	Administration - Travel and Education	123 32
		Warrant Total:	**123.32**
Warrant #: VW 00356508		**Payee Name: H R M SUPPLY**	
1054	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	282 90
		Warrant Total:	**282.90**
Warrant #: VW 00356512		**Payee Name: HERITAGE-CRYSTAL CLEAN LLC**	
12080292	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,261 04
		Warrant Total:	**1,261.04**
Warrant #: VW 00356530		**Payee Name: MARTIN RESOURCE MANAGEMENT**	
296639	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,064 30
296641	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,150 40
296642	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,276 40
297010	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,450 30

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Invoice Number	Account Info		Amount
297012	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,003 00
		Warrant Total:	**12,944.40**
Warrant #: VW 00356538	**Payee Name: NORVAREM, S.A.U**		
206432	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	351 00
206433	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,143.75
206435	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,055 30
		Warrant Total:	**4,550.05**
Warrant #: VW 00356553	**Payee Name: R B EVERETT & CO**		
SI44102	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	706 58
SI44204	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	324 92
		Warrant Total:	**1,031.50**
Warrant #: VW 00356564	**Payee Name: SANTA FE AUTO PARTS INC**		
89849	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	362 79
91644	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	162 03
		Warrant Total:	**524.82**
Warrant #: VW 00356568	**Payee Name: SNIDER TIRE INC**		
4451581	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	284 84
4451594	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	797 88
		Warrant Total:	**1,082.72**
Warrant #: VW 00356570	**Payee Name: SOUTHWEST T & I INC**		
1972331	2301312110 - 5481000	Administration - Contract Service	274 05
1972415	2301312110 - 5481000	Administration - Contract Service	203 00
		Warrant Total:	**477.05**
Warrant #: VW 00356572	**Payee Name: SUN COAST RESOURCES INC**		
91243167	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	7,745 41
91332183	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	11,212 22
91334495	2301312120 - 5315010	FM & Lateral Road - Oils and Lubricants	1,402 50
91337099	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	8,591 59
91343123	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	9,916 44
		Warrant Total:	**38,868.16**
Warrant #: VW 00356576	**Payee Name: TRANSIT MIX CONCRETE & MATERIALS**		
40879443	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,289 00
		Warrant Total:	**1,289.00**
Warrant #: VW 00356578	**Payee Name: TUBING AND METRICS HYDRAULICS INC**		
66650	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	74 08
		Warrant Total:	**74.08**
		FUND 2301 TOTAL:	**67,093.73**

FUND: 2370 Flood Control Fund

Warrant #: VW 00000425	**Payee Name: KEYWORTHS HARDWARE INC**		
000136081	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	273 89

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Invoice Number	Account Info		Amount
		Warrant Total:	**273.89**
Warrant #: VW 00356479	**Payee Name: CITY OF TEXAS CITY**		
1/2 NOTICE 0530	2370296121 - 5493100	Seawall Maintenance - Advertising	420 00
		Warrant Total:	**420.00**
Warrant #: VW 00356485	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3407	2370296121 - 5481000	Seawall Maintenance - Contract Service	102 20
		Warrant Total:	**102.20**
Warrant #: VW 00356532	**Payee Name: MCJUNKIN RED MAN CORPORATION**		
5147571001	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	376 00
		Warrant Total:	**376.00**
Warrant #: VW 00356568	**Payee Name: SNIDER TIRE INC**		
4445025	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	308 16
		Warrant Total:	**308.16**
		FUND 2370 TOTAL:	**1,480.25**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000425	**Payee Name: KEYWORTHS HARDWARE INC**		
000134288	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	53 32
		Warrant Total:	**53.32**
Warrant #: VW 00356446	**Payee Name: ADAPCO INC**		
88698	2410411100 - 5313301	Mosquito Control District - Insecticides	20,026 80
		Warrant Total:	**20,026.80**
		FUND 2410 TOTAL:	**20,080.12**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00356474	**Payee Name: CHARITY EAMES**		
3/19-20/12 TRVL	2501443300 - 5495100	Child Welfare - Education	94 80
		Warrant Total:	**94.80**
Warrant #: VW 00356488	**Payee Name: DEPARTMENT OF FAMILY AND PROTECTIVE**		
OCT-DEC 2011	2501443300 - 5431112	Child Welfare - Court Laison	11,249 06
		Warrant Total:	**11,249.06**
Warrant #: VW 00356518	**Payee Name: J C PENNEY INC**		
32351 0512	2501443300 - 5312100	Child Welfare - Clothing Expense	5,831 02
		Warrant Total:	**5,831.02**
Warrant #: VW 00356551	**Payee Name: PREVENT CHILD ABUSE TEXAS**		
667	2501443300 - 5495100	Child Welfare - Education	50 00
		Warrant Total:	**50.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00356559	**Payee Name: ROSS**		
16735	2501443300 - 5312100	Child Welfare - Clothing Expense	154 30
		Warrant Total:	**154.30**
		FUND 2501 TOTAL:	**17,379.18**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00356550	**Payee Name: PORRETTO, MARK**		
1173	2601000000 - 2290001	Galv County Beach and Parks - Due to Others	250 00
		Warrant Total:	**250.00**
		FUND 2601 TOTAL:	**250.00**

FUND: 2824 Adult Probation Community

Warrant #: VW 00356546	**Payee Name: PATHWAY TO RECOVERY INC**		
APR 2012	2824255110 - 5481000	Special Substance Abuse - Contract Service	1,969 00
		Warrant Total:	**1,969.00**
		FUND 2824 TOTAL:	**1,969.00**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00356520	**Payee Name: JOSEPH, JUNE**		
APR 2012 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	186 48
		Warrant Total:	**186.48**
		FUND 2841 TOTAL:	**186.48**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00356583	**Payee Name: UTMB**		
031	2848256144 - 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 00356477	**Payee Name: CITY OF GALVESTON**		
S0016955	2864211126 - 5100000	Auto Crime Task Force - Salaries	4,907 00
		Warrant Total:	**4,907.00**
Warrant #: VW 00356493	**Payee Name: EXXON CREDIT CARD CENTER**		
29482450	2864211126 - 5322010	Auto Crime Task Force - Auto Fuel Expense	181 39
		Warrant Total:	**181.39**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00356571	**Payee Name: SPRINT SPECTRUM LP**		
692298810054	2864211126 - 5492100	Auto Crime Task Force - Wireless MCT Service	513 29
		Warrant Total:	**513.29**
		FUND 2864 TOTAL:	**5,601.68**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00356519	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
23462 052312	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,168 00
		Warrant Total:	**1,168.00**
Warrant #: VW 00356571	**Payee Name: SPRINT SPECTRUM LP**		
384104405031	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	76 89
		Warrant Total:	**76.89**
		FUND 2914 TOTAL:	**1,244.89**

FUND: 2992 Severe Repetitive Loss Grant

Warrant #: VW 00356455	**Payee Name: BECK DISASTER RECOVERY INC**		
INV0002049101	2992299000 - 5481000	Administration - Contract Service	75,956 35
		Warrant Total:	**75,956.35**
		FUND 2992 TOTAL:	**75,956.35**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00356480	**Payee Name: COBB FENDLEY & ASSOCIATES**		
237408	2994299761 - 5481000	Ft Travis Roadway/Walkway - Contract Service	2,096 96
		Warrant Total:	**2,096.96**
Warrant #: VW 00356584	**Payee Name: VALTIERRA ARCHITECTURE**		
120301	2994299521 - 5481000	Lewellyn Building - Contract Service	4,050 00
		Warrant Total:	**4,050.00**
		FUND 2994 TOTAL:	**6,146.96**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00356471	**Payee Name: CDW GOVERNMENT INC**		
K455729	3100159126 - 5754103	IT Capital Projects - JLE Project	511 50
K807932	3100159126 - 5754103	IT Capital Projects - JLE Project	3,963 09
K809373	3100159126 - 5754103	IT Capital Projects - JLE Project	65 60
		Warrant Total:	**4,540.19**
		FUND 3100 TOTAL:	**4,540.19**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
FUND: 3120 Limited Tax Cnty Bldg Bds Sr09			
Warrant #: VW 00356468	**Payee Name: BURTS AIR CONDITIONING & HEATING**		
15583	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	6,844 00
		Warrant Total:	**6,844.00**
Warrant #: VW 00356526	**Payee Name: LONE STAR MOVING CO**		
042312 SRVC	3120179135 - 5746010	Mid-County Annex - Capitalized Furn,Fix,& Equip	341 00
		Warrant Total:	**341.00**
Warrant #: VW 00356542	**Payee Name: OFFICEMAX INCORPORATED**		
483237	3120179135 - 5746010	Mid-County Annex - Capitalized Furn,Fix,& Equip	1,053,390 13
		Warrant Total:	**1,053,390.13**
Warrant #: VW 00356547	**Payee Name: PATTERSON DENTAL SUPPLY**		
1363907	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-170 21
1363907	3120179135 - 5746010	Mid-County Annex - Capitalized Furn,Fix,& Equip	3,404 21
1363909	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-14,251 74
1363909	3120179135 - 5746010	Mid-County Annex - Capitalized Furn,Fix,& Equip	285,034 74
		Warrant Total:	**274,017.00**
Warrant #: VW 00356580	**Payee Name: UNBEHAGEN, O C**		
05/12	3120179010 - 5481000	Administration - Contract Service	6,666 66
		Warrant Total:	**6,666.66**
		FUND 3120 TOTAL:	**1,341,258.79**
FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07			
Warrant #: VW 00356487	**Payee Name: DANNENBAUM ENGINEERING CORP**		
4157XX60LL	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	59,500 00
		Warrant Total:	**59,500.00**
		FUND 3310 TOTAL:	**59,500.00**
FUND: 3312 Unltd Tax Road Bonds Sr 2009			
Warrant #: VW 00356453	**Payee Name: BANK OF AMERICA N.A.**		
PARCEL 136	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	1,996 00
		Warrant Total:	**1,996.00**
Warrant #: VW 00356459	**Payee Name: BINKLEY & BARFIELD INC**		
17253	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	50,942 49
		Warrant Total:	**50,942.49**
Warrant #: VW 00356467	**Payee Name: BROWN & GAY ENGINEERS, INC.**		
512123	3312312111 - 5731173	Non-County Roads - 6th Street	14,628 13
		Warrant Total:	**14,628.13**
Warrant #: VW 00356527	**Payee Name: LUPPENS, MARJORIE & PAUL**		
PARCEL 136	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	1,996 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**1,996.00**
		FUND 3312 TOTAL:	**69,562.62**

FUND: 7605 Escrow Fund

Warrant #: VW 00356575 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

MAR 12 JP3 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	307 99
		Warrant Total:	**307.99**

Warrant #: VW 00356582 **Payee Name: UNIVERSITY FEDERAL CREDIT UNION**

4703	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	566 00
		Warrant Total:	**566.00**
		FUND 7605 TOTAL:	**873.99**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Summary of All Funds

Fund		Amount
1101	General Fund	170,939 64
2121	Donations To Galveston County	1,071 47
2131	DA Seized Funds Afte Aft 10/89	29 47
2212	Mediation Services Prog Fund	550 00
2220	Adult Probation Fund	3,003 00
2230	Juvenile Justice Fund	5,150 06
2242	Sheriff's Seizure Aft 10/89	800 00
2301	Road & Bridge Fund	67,093 73
2370	Flood Control Fund	1,480.25
2410	Mosquito Control District Fund	20,080 12
2501	Child Welfare Fund	17,379 18
2601	Beach & Parks Fund	250 00
2824	Adult Probation Community	1,969 00
2841	Juvenile Probation-State Aid	186 48
2848	Juv Jst Alt Education Program	10,182 00
2864	Auto Crimes Task Force Grant	5,601 68
2914	CDBG Housing Program	1,244 89
2992	Severe Repetitive Loss Grant	75,956 35
2994	Disaster Recovery - Ike	6,146 96
3100	County Capital Projects Fund	4,540 19
3120	Limited Tax Cnty Bldg Bds Sr09	1,341,258 79
3310	Pass Thru Toll Rv Lt Tx BdSr07	59,500 00
3312	Unltd Tax Road Bonds Sr 2009	69,562 62
7605	Escrow Fund	873 99
	Grand Total:	**1,864,849.87**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/05/2012

Approved Order to pay by Commissioners Court this day June 12, 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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356443	702471	ABL MANAGEMENT INC	06/05/12	19,989 58	MW	OH		
A200356444	705457	ACCURINT	06/05/12	1,175 00	MW	OH		
A200356445	400871	ACTION PERSONNEL INC	06/05/12	660 00	MW	OH		
A200356446	405005	ADAPCO INC	06/05/12	20,026 80	MW	OH		
A200356447	714540	AKIN, TOM	06/05/12	1,637 24	MW	OH		
A200356448	013524	ALERT ALARM BURG AND FIRE PRO	06/05/12	200 00	MW	OH		
A200356449	013177	ALVIN EQUIPMENT CO INC	06/05/12	67,977 00	MW	OH		
A200356450	407370	AMERICAN RED CROSS	06/05/12	130 00	MW	OH		
A200356451	702478	AMERSON, RODGER DAN	06/05/12	200.00	MW	OH	B7	
A200356452	021030	BACLIFF BUILDERS SUPPLY INC	06/05/12	3 09	MW	OH		
A200356453	709387	BANK OF AMERICA N A	06/05/12	1,996 00	MW	OH		
A200356454	709910	BARNETT, STEPHANIE B	06/05/12	780 00	MW	OH	B7	
A200356455	710073	BECK DISASTER RECOVERY INC	06/05/12	75,956 35	MW	OH		
A200356456	713956	BENTIVEGNA, JAMES J	06/05/12	15 00	MW	OH		
A200356457	403751	BERARDINELLI CORREIA, SHAUNA	06/05/12	950 00	MW	OH	B7	
A200356458	406081	BETA TECHNOLOGY INC	06/05/12	418 00	MW	OH		
A200356459	711556	BINKLEY & BARFIELD INC	06/05/12	50,942 49	MW	OH		
A200356460	021303	BOB BARKER CO INC	06/05/12	678 61	MW	OH		
A200356461	712882	BOB J JOHNSON & ASSOCIATES	06/05/12	2,343 23	MW	OH		
A200356462	706432	BOCK, STEVE	06/05/12	73 75	MW	OH		
A200356463	708995	BOLIVAR PENINSULA SPECIAL UTI	06/05/12	250 50	MW	OH		
A200356464	408363	BONO, JONI	06/05/12	1,017 00	MW	OH	B7	
A200356465	712520	BOUNCE ENERGY INC	06/05/12	100 00	MW	OH		
A200356466	024240	BROOKSIDE EQUIP SALES INC	06/05/12	1,524 90	MW	OH		
A200356467	711498	BROWN & GAY ENGINEERS, INC	06/05/12	14,628 13	MW	OH		
A200356468	408267	BURTS AIR CONDITIONING & HEAT	06/05/12	6,844 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356469	714110	BUTLER, HAILEY	06/05/12	1 50	MW	OH		
A200356470	704869	CARNES FUNERAL HOME INC	06/05/12	2,865 00	MW	OH		
A200356471	701478	CDW GOVERNMENT INC	06/05/12	7,275 55	MW	OH		
A200356472	407782	CENTERPOINT ENERGY	06/05/12	84 05	MW	OH		
A200356473	702429	CHAIR TAI CHI	06/05/12	240 00	MW	OH		
A200356474	714521	CHARITY EAMES	06/05/12	94 80	MW	OH		
A200356475	712596	CHERRY CRUSHED CONCRETE	06/05/12	2,620 67	MW	OH		
A200356476	706090	CITI BANK USA N A	06/05/12	132,61	MW	OH		
A200356477	033985	CITY OF GALVESTON	06/05/12	5,380 45	MW	OH		
A200356478	700433	CITY OF LAMARQUE	06/05/12	100 00	MW	OH		
A200356479	403085	CITY OF TEXAS CITY	06/05/12	420 00	MW	OH		
A200356480	707069	COBB FENDLEY & ASSOCIATES	06/05/12	2,096 96	MW	OH		
A200356481	709399	COBURN SUPPLY COMPANY INC	06/05/12	949.87	MW	OH		
A200356482	705337	CONZ, GLORIA	06/05/12	750 00	MW	OH		
A200356483	400896	COOK, DAVID	06/05/12	230 65	MW	OH	B7	
A200356484	407051	COUNTY AND DISTRICT CLERKS	06/05/12	675 00	MW	OH		
A200356485	709896	CRESCENT ENGINEERING COMPANY	06/05/12	1,952 36	MW	OH		
A200356486	704992	DAHLENBURG, MICHAEL L	06/05/12	175 00	MW	OH		
A200356487	400693	DANNENBAUM ENGINEERING CORP	06/05/12	59,500 00	MW	OH		
A200356488	403137	DEPARTMENT OF FAMILY AND PROT	06/05/12	11,249 06	MW	OH		
A200356489	713177	DIAZ, DEBBIE	06/05/12	411 15	MW	OH		
A200356490	713268	DICKEY, TAMYRA	06/05/12	62 16	MW	OH		
A200356491	704331	DIRECT ENERGY LP	06/05/12	100 00	MW	OH		
A200356492	712762	ELEMENTO, JELEAN	06/05/12	332 32	MW	OH		
A200356493	403437	EXXON CREDIT CARD CENTER	06/05/12	181 39	MW	OH		
A200356494	410365	FAUS, SALVADOR	06/05/12	276 25	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356495	062067	FEDEX CORP	06/05/12	682 66	MW	OH		
A200356496	407685	FILLINGAME INC	06/05/12	169 00	MW	OH		
A200356497	703810	FIRST CHOICE POWER	06/05/12	100 00	MW	OH		
A200356498	703810	FIRST CHOICE POWER	06/05/12	255 57	MW	OH		
A200356499	707729	FOSKIT, GARRET	06/05/12	160 34	MW	OH		
A200356500	713156	FREEZE, JOHNNY J	06/05/12	29 47	MW	OH		
A200356501	713449	GALLARDO, DIANA	06/05/12	15 00	MW	OH		
A200356502	406195	GALVESTON COUNTY SHERIFF'S DE	06/05/12	800 00	MW	OH		
A200356503	713679	GANDY, LOIS	06/05/12	15 00	MW	OH		
A200356504	406040	GLAZIER FOODS COMPANY	06/05/12	10 50	MW	OH		
A200356505	704287	GREEN MOUNTAIN ENERGY CO	06/05/12	115 33	MW	OH		
A200356506	714539	GS BEACON LAKES LP	06/05/12	100 00	MW	OH		
A200356507	709059	GUSTAFSON, TERRI	06/05/12	123 32	MW	OH		
A200356508	705885	H R M SUPPLY	06/05/12	282 90	MW	OH		
A200356509	704149	HARDY, COREY L	06/05/12	46 00	MW	OH		
A200356510	406853	HART INTERCIVIC	06/05/12	472 50	MW	OH		
A200356511	705115	HENRY, THERESA	06/05/12	373 75	MW	OH	B7	
A200356512	711536	HERITAGE-CRYSTAL CLEAN LLC	06/05/12	1,261 04	MW	OH		
A200356513	714538	HILL, LESLIE WAYCOTT	06/05/12	491 40	MW	OH		
A200356514	083501	HINDMAN, MARGARET	06/05/12	275 00	MW	OH	B7	
A200356515	700318	HLAVINKA EQUIPMENT COMPANY	06/05/12	225 87	MW	OH		
A200356516	714518	HOGAN, MARIA	06/05/12	15 00	MW	OH		
A200356517	707488	IBRAHIM & ELLIOTT LLP	06/05/12	276 25	MW	OH	B7	
A200356518	405013	J C PENNEY INC	06/05/12	5,831 02	MW	OH		
A200356519	409049	JAHN-GALVESTON INSURANCE AGEN	06/05/12	1,168 00	MW	OH		
A200356520	400520	JOSEPH, JUNE	06/05/12	186 48	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356521	402386	KLEEN JANITORIAL SUPPLY COMPA	06/05/12	2,026 06	MW	OH		
A200356522	710415	KLEEN KUT LANDSCAPE SERVICE	06/05/12	1,150 00	MW	OH		
A200356523	713306	KONE INC	06/05/12	522 80	MW	OH		
A200356524	712831	LAW OFFICE OF ALEX BILL III	06/05/12	195 00	MW	OH	B7	
A200356525	123026	LIGGIOS TIRE AND SERVICE CENT	06/05/12	652 46	MW	OH		
A200356526	714286	LONE STAR MOVING CO	06/05/12	341 00	MW	OH		
A200356527	714556	LUPPENS, MARJORIE & PAUL	06/05/12	1,996 00	MW	OH		
A200356528	704046	MABRY HERBECK & ROBERTS	06/05/12	250 00	MW	OH	B7	
A200356529	713527	MAILROOM FINANCE INC	06/05/12	22,900 00	MW	OH		
A200356530	710378	MARTIN RESOURCE MANAGEMENT CO	06/05/12	12,944 40	MW	OH		
A200356531	403257	MASSEY, JULIE	06/05/12	57 81	MW	OH		
A200356532	714229	MCJUNKIN RED MAN CORPORATION	06/05/12	376 00	MW	OH		
A200356533	709999	MONTGOMERY, DANNY	06/05/12	23 00	MW	OH		
A200356534	408200	MORALES, PERLA	06/05/12	15 00	MW	OH		
A200356535	406192	MUSTANG RENTAL SERVICES INC	06/05/12	5,689 53	MW	OH		
A200356536	713123	NB GRAPHICS LLC	06/05/12	1,360 00	MW	OH		
A200356537	408546	NELSON, MARYBETH M	06/05/12	1,868 60	MW	OH		
A200356538	710551	NORVAREM, S A U	06/05/12	4,550 05	MW	OH		
A200356539	711213	NRG ENERGY INC	06/05/12	624 61	MW	OH		
A200356540	711213	NRG ENERGY INC	06/05/12	446 86	MW	OH		
A200356541	152033	OFFICE DEPOT INC	06/05/12	439 96	MW	OH		
A200356542	712568	OFFICEMAX INCORPORATED	06/05/12	1053,390 13	MW	OH		
A200356543	705252	ONEOK INC	06/05/12	100 00	MW	OH		
A200356544	705290	PALMER, MICHAEL	06/05/12	195 00	MW	OH	B7	
A200356545	711293	PARKS, TAMRA	06/05/12	1,013 12	MW	OH	B7	
A200356546	701800	PATHWAY TO RECOVERY INC	06/05/12	4,972 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356547	713941	PATTERSON DENTAL SUPPLY	06/05/12	274,017 00	MW	OH		
A200356548	705136	PENINSULA SANITATION SERVICE	06/05/12	900 00	MW	OH		
A200356549	709286	PESTMASTER SERVICES INC	06/05/12	50 40	MW	OH		
A200356550	714547	PORRETTO, MARK	06/05/12	250 00	MW	OH		
A200356551	702564	PREVENT CHILD ABUSE TEXAS	06/05/12	50 00	MW	OH		
A200356552	705753	QUINTANILLA, DONNIE	06/05/12	260 00	MW	OH	B7	
A200356553	055012	R B EVERETT & CO	06/05/12	1,031 50	MW	OH		
A200356554	707699	RAMIREZ, TANYA E	06/05/12	3,862 50	MW	OH		
A200356555	712364	RAMIREZ, VICTORIA	06/05/12	174 83	MW	OH		
A200356556	710482	REAVES, LEBERT	06/05/12	404 89	MW	OH		
A200356557	714188	RIOS, ROBIN A	06/05/12	253 28	MW	OH	B7	
A200356558	713445	ROBERTS, BARBARA	06/05/12	235 00	MW	OH		
A200356559	704853	ROSS	06/05/12	154 30	MW	OH		
A200356560	700375	ROUGELY, MIYOSHI	06/05/12	22 93	MW	OH		
A200356561	711068	SAFEGUARD ENTERPRISES INC	06/05/12	3,332 15	MW	OH		
A200356562	711244	SALINSKY LAW OFFICES	06/05/12	350 00	MW	OH	B7	
A200356563	409033	SAM HOUSTON STATE UNIVERSITY	06/05/12	150 00	MW	OH		
A200356564	191023	SANTA FE AUTO PARTS INC	06/05/12	524 82	MW	OH		
A200356565	192161	SHATTUCK, BOB	06/05/12	640 00	MW	OH	B7	
A200356566	704656	SIMMONS, MARILYN H	06/05/12	200 00	MW	OH		
A200356567	402266	SMITH, PATRICIA	06/05/12	41 25	MW	OH		
A200356568	709133	SNIDER TIRE INC	06/05/12	1,390 88	MW	OH		
A200356569	706535	SOUTHERN FOLGER DETENTION EQU	06/05/12	677 86	MW	OH		
A200356570	713129	SOUTHWEST T & I INC	06/05/12	477 05	MW	OH		
A200356571	707542	SPRINT SPECTRUM LP	06/05/12	590 18	MW	OH		
A200356572	405722	SUN COAST RESOURCES INC	06/05/12	38,868 16	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356573	408496	TCAAA SOUTHEAST DISTRICT 9	06/05/12	250 00	MW	OH		
A200356574	709586	TEXAS BAYWOOD APARTMENTS LTD	06/05/12	100 00	MW	OH		
A200356575	202267	TEXAS PARKS AND WILDLIFE DEPT	06/05/12	307 99	MW	OH		
A200356576	709786	TRANSIT MIX CONCRETE & MATERI	06/05/12	1,289 00	MW	OH		
A200356577	700925	TRAVIS COUNTY	06/05/12	773 00	MW	OH		
A200356578	710161	TUBING AND METRICS HYDRAULICS	06/05/12	74 08	MW	OH		
A200356579	710003	U S ENERGY SAVINGS CORP	06/05/12	100 00	MW	OH		
A200356580	705306	UNBEHAGEN, O C	06/05/12	6,666 66	MW	OH		
A200356581	701538	UNITED PARCEL SERVICE	06/05/12	17 98	MW	OH		
A200356582	714537	UNIVERSITY FEDERAL CREDIT UNI	06/05/12	566 00	MW	OH		
A200356583	402812	UTMB	06/05/12	10,182 00	MW	OH		
A200356584	714356	VALTIERRA ARCHITECTURE	06/05/12	4,050 00	MW	OH		
A200356585	713510	VILLALOBOS, PAULINE	06/05/12	15 00	MW	OH		
A200356586	708752	VOICE4NET COM	06/05/12	50 00	MW	OH		
A200356587	711403	WRIGHT, ANDREW A	06/05/12	2,522 44	MW	OH	B7	
A200356588	403192	YORK MODERN CORP	06/05/12	1,839 00	MW	OH		
A200356589	712998	ZENDEH DEL AND ASSOCIATES PLL	06/05/12	268 13	MW	OH	B7	

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

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	1858,234 52	Number of Checks Processed	147
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	1858,234 52		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000424	714252	CLASSIC AUTOPLEX GALVESTON	06/05/12	5,331 11	CX	OH		
F600000425	403006	KEYWORTHS HARDWARE INC	06/05/12	594 24	CX	OH		
F600000426	705097	LONE STAR UNIFORMS INC	06/05/12	690 00	CX	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	6,615 35	Number of Checks Processed	3
S U B T O T A L	6,615 35		

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

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	1858,234 52	Number of Checks Processed	147
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	6,615 35	Number of Checks Processed	3
G R A N D T O T A L	1864,849 87		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000427	**Payee Name: CLASSIC AUTOPLEX GALVESTON**		
71488	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	719 20
72450	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	244 24
80709	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	200 42
		Warrant Total:	**1,163.86**
Warrant #: VW 00000429	**Payee Name: GALVESTON NEWSPAPERS INC**		
13105364 053112	1101110000 - 5493102	General Government - Advertising Costs-Sheriff Sale	14,535 00
300773916	1101151800 - 5493101	Purchasing Agent - Legal Advertising	538 12
300774202	1101114030 - 5493100	Election Expense - Advertising	191 88
300774726	1101151800 - 5493101	Purchasing Agent - Legal Advertising	517 64
300775463	1101110000 - 5493101	General Government - Legal Advertising	1,160 57
300775507	1101151800 - 5493101	Purchasing Agent - Legal Advertising	420 00
		Warrant Total:	**17,363.21**
Warrant #: VW 00000430	**Payee Name: LONE STAR UNIFORMS INC**		
251489	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,583 85
252337	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,047 50
252339	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,092 00
252340	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	434 00
252341	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	900 00
252402	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	970 00
		Warrant Total:	**6,027.35**
Warrant #: VW 00356590	**Payee Name: ABL MANAGEMENT INC**		
191608	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	17,183 13
		Warrant Total:	**17,183.13**
Warrant #: VW 00356591	**Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL**		
3960888	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	350 00
3960890	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67
		Warrant Total:	**1,470.67**
Warrant #: VW 00356593	**Payee Name: AIRGAS - SOUTHWEST INC.**		
107081799	1101522020 - 5310000	Parks Department - Supplies and Materials	31 93
107349014	1101522020 - 5310000	Parks Department - Supplies and Materials	51 01
107380992	1101522020 - 5310000	Parks Department - Supplies and Materials	2 00
107628874	1101522020 - 5310000	Parks Department - Supplies and Materials	47 72
107660827	1101522020 - 5310000	Parks Department - Supplies and Materials	2 00
		Warrant Total:	**134.66**
Warrant #: VW 00356595	**Payee Name: ALVIN EQUIPMENT CO INC**		
IV51958	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	161 16
		Warrant Total:	**161.16**
Warrant #: VW 00356601	**Payee Name: ANDERSON, MICHAEL**		
11CR0085 022312	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00356604	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
10104121 052912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	119 58
10104330 052912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	31 41
		Warrant Total:	**150.99**
Warrant #: VW 00356606	**Payee Name: BAKER DISTRIBUTING COMPANY LLC**		
1022909	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	477 50
		Warrant Total:	**477.50**
Warrant #: VW 00356613	**Payee Name: BELL INVESTIGATION COMPANY**		
10CR1634 042412	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	1,100 00
		Warrant Total:	**1,100.00**
Warrant #: VW 00356614	**Payee Name: BENNETT, JAMES M**		
11CR3601 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
		Warrant Total:	**650.00**
Warrant #: VW 00356615	**Payee Name: BENSON & ANDERSON LLP**		
PR73290	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	383 55
PR73291	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	471 60
PR73292	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	362 55
		Warrant Total:	**1,217.70**
Warrant #: VW 00356616	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
12CR0440 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	188 50
		Warrant Total:	**188.50**
Warrant #: VW 00356618	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002205 052212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	240 45
10002222 0512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 46
10002875 0512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10003863 0512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	117 59
10004583 0512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69.35
10005389 0512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	258 79
1006109 052412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	429 00
		Warrant Total:	**1,230.99**
Warrant #: VW 00356619	**Payee Name: BOORSTEIN, BARRY**		
11CR3479 052312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,421 25
319832 052312	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	503 75
		Warrant Total:	**2,925.00**
Warrant #: VW 00356620	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL32933	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	248 84
		Warrant Total:	**248.84**
Warrant #: VW 00356621	**Payee Name: BUCSANYI FAMILY MANAGEMENT CORP**		
532068	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	80 64
532069	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	211 08
		Warrant Total:	**291.72**
Warrant #: VW 00356624	**Payee Name: C JOHNNY ON THE SPOT INC**		
2184	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00

Galveston County, Texas

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Invoice Number	Account Info		Amount
2213	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80.00
2300	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2301	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2302	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2303	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2304	1101522020 - 5426181	Parks Department - Rental Porta Cans	160 00
2305	1101522020 - 5426181	Parks Department - Rental Porta Cans	130 00
2306	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00
2307	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2308	1101522020 - 5426181	Parks Department - Rental Porta Cans	50 00
2309	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
2311	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
2312	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2313	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2314	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
2315	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2316	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2317	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2318	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2319	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2320	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2322	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	109 37
2323	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	70 00
2324	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	70 00
2325	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2326	1101522020 - 5426181	Parks Department - Rental Porta Cans	240.00
		Warrant Total:	**2,869.37**

Warrant #: VW 00356626 **Payee Name: CALVE GROUP INC, THE**

052912 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	1,233 00
		Warrant Total:	**1,233.00**

Warrant #: VW 00356627 **Payee Name: CANDLEWOOD SUITES**

5/16-18/12	1101122300 - 5431302	Probate Court - Sullivan - Fees & Expenses Relief Judges	94 30
		Warrant Total:	**94.30**

Warrant #: VW 00356628 **Payee Name: CASTILLO, MARK A**

315383 060412	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	611 25
320340 060412	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	487 50
		Warrant Total:	**1,098.75**

Warrant #: VW 00356629 **Payee Name: CDW GOVERNMENT INC**

L036030	1101159100 - 5310000	Information Technology - Supplies and Materials	181 91
L036047	1101114030 - 5499201	Election Expense - Election Expense	100 68
L132115	1101159100 - 5310000	Information Technology - Supplies and Materials	181 91
L257362	1101159100 - 5750011	Information Technology - Storage Initiative	1,135 88
L372791	1101159100 - 5310000	Information Technology - Supplies and Materials	986 82
		Warrant Total:	**2,587.20**

Warrant #: VW 00356630 **Payee Name: CEDRICK L MUHAMMAD PC**

11CR1608 060412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
11CR1812 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,381 25
11CR3623 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**2,843.75**
Warrant #: VW 00356631	**Payee Name: CENTERPOINT ENERGY**		
4716782 052912	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 68
47167838 052912	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	47 42
47632666 061512	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	58 22
48091797 052512	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	25 85
48482202 60112	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	37 26
89106207 053112	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 40
		Warrant Total:	**200.83**
Warrant #: VW 00356635	**Payee Name: CITY OF GALVESTON**		
170571	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
S0016926	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	27,833 75
		Warrant Total:	**27,933.75**
Warrant #: VW 00356636	**Payee Name: CITY OF LA MARQUE**		
110003415 0612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	258 92
160010852 0612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	40 95
160010854 0612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	68 50
		Warrant Total:	**368.37**
Warrant #: VW 00356637	**Payee Name: CITY OF TEXAS CITY**		
1270456669	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	84 95
		Warrant Total:	**84.95**
Warrant #: VW 00356638	**Payee Name: CLARK, DIANE**		
06CR2701 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
08CR0552 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
10CR2383 060412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
10FD0743 053012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	471 25
11CR1120 053012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	699.25
11CR1457 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,023 75
11CR2420 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
11CR2915 052212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	845 00
12CP0017 050212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
313493 053012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**5,899.25**
Warrant #: VW 00356639	**Payee Name: CLEMENTS, CLYDE WESLEY**		
11CR1919 060512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
11CR1937 060512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 50
11CR2622 050912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	427 50
		Warrant Total:	**1,760.00**
Warrant #: VW 00356642	**Payee Name: COBURN SUPPLY COMPANY INC**		
314916483	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	32 04
		Warrant Total:	**32.04**
Warrant #: VW 00356643	**Payee Name: COLTZER, ROBERT G**		
12CR0621 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	352 95
		Warrant Total:	**352.95**

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List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00356645	**Payee Name: CONMED INC**		
JULY 2012	1101211133 - 5412095	Sheriff-Corrections - Jail Healthcare Contract	274,455 33
		Warrant Total:	**274,455.33**
Warrant #: VW 00356647	**Payee Name: COOPER, CRYSTAL**		
6/4-7/12 TRVL	1101151600 - 5496100	County Treasurer - Travel and Education	356 66
		Warrant Total:	**356.66**
Warrant #: VW 00356649	**Payee Name: COX, ELAINE**		
MAY 2012	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	46 07
		Warrant Total:	**46.07**
Warrant #: VW 00356651	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3404	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	177 33
		Warrant Total:	**177.33**
Warrant #: VW 00356652	**Payee Name: CUNNINGHAM, DEBBIE D**		
052112 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**126.64**
Warrant #: VW 00356653	**Payee Name: CURRENT USA INC**		
3506088301018	1101610200 - 5310000	County Extension - Supplies and Materials	287 96
		Warrant Total:	**287.96**
Warrant #: VW 00356654	**Payee Name: DAHLENBURG, MICHAEL L**		
11CP0054 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
11CP0063 051012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**97.50**
Warrant #: VW 00356655	**Payee Name: DAHLENBURG, MICHAEL L**		
321291 051812	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	97 50
		Warrant Total:	**97.50**
Warrant #: VW 00356656	**Payee Name: DANESI'S OUTDOOR SERVICES**		
40	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
41	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
42	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
		Warrant Total:	**3,402.00**
Warrant #: VW 00356657	**Payee Name: DAVIS III, NEAL**		
10CR0941 052612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00356658	**Payee Name: DELL MARKETING LP**		
XFRXDWJX2	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	12,883 06
		Warrant Total:	**12,883.06**
Warrant #: VW 00356660	**Payee Name: DIAZ, DEBBIE**		
MAY 2012 MLG	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	214 79
		Warrant Total:	**214.79**
Warrant #: VW 00356661	**Payee Name: DIAZ, MARK A**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
11CR1318 041312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 50
		Warrant Total:	**682.50**
Warrant #: VW 00356664	**Payee Name: DISHER, DAVID A**		
12CR0791 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	286.00
12CR0951 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	370 50
		Warrant Total:	**656.50**
Warrant #: VW 00356665	**Payee Name: DSG INC**		
23788	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	1,530 00
		Warrant Total:	**1,530.00**
Warrant #: VW 00356666	**Payee Name: DUCOTE, JAMES**		
09FD0686 052312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	214 50
		Warrant Total:	**214.50**
Warrant #: VW 00356667	**Payee Name: DUCOTE, JEREMY B**		
10CR0550 042012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	8,271 25
		Warrant Total:	**8,271.25**
Warrant #: VW 00356668	**Payee Name: DUES CAMPING CENTER**		
16216	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	287 95
		Warrant Total:	**287.95**
Warrant #: VW 00356670	**Payee Name: ELLIS, SABRINA E.**		
5/29-6/12 CNTRCT	1101121000 - 5120001	Justice Administration - Temporary Help	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00356672	**Payee Name: ENTERGY**		
2253364 060112	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	2,129 16
3499447 052412	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	168 25
3571159 053112	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	177 72
362535 053112	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	5 00
3824548 052412	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	60 52
		Warrant Total:	**2,540.65**
Warrant #: VW 00356673	**Payee Name: FANNING AND FANNING PLLC**		
10CR1867 050312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	763 75
12CR1217 050912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
320830 053112	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	243 75
		Warrant Total:	**1,105.00**
Warrant #: VW 00356675	**Payee Name: FAUS, SALVADOR**		
11CR2516 051712	1101121000 - 5310000	Justice Administration - Supplies and Materials	75 00
11CR2516 051712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,063 75
11JV0293 060112	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	341 25
94FD2393 051612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	173 33
MAY 2012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**4,453.33**
Warrant #: VW 00356677	**Payee Name: FINEGAN, SAMUEL K**		
12CR0003 060112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00

Galveston County, Texas

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Invoice Number	Account Info		Amount
		Warrant Total:	**195.00**
Warrant #: VW 00356678	**Payee Name: FIRETRON INC**		
28785	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,065 00
		Warrant Total:	**1,065.00**
Warrant #: VW 00356679	**Payee Name: FIRST CHOICE POWER**		
655002003292455	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	129 28
		Warrant Total:	**129.28**
Warrant #: VW 00356680	**Payee Name: FISHER, DENA LAURA**		
07CR2738 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
295551 053112	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	130 00
		Warrant Total:	**455.00**
Warrant #: VW 00356681	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**		
34347431	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	42 38
		Warrant Total:	**42.38**
Warrant #: VW 00356683	**Payee Name: FULK, GEORGE BYRON**		
10CR3780 060612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,381.25
JAIL DKT 060112	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**2,331.25**
Warrant #: VW 00356684	**Payee Name: FULTON & WELCH ATTORNEYS AT LAW PLLC**		
320860 052912	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	471 25
		Warrant Total:	**471.25**
Warrant #: VW 00356685	**Payee Name: G & K SERVICES**		
1030823559	1101522020 - 5312101	Parks Department - Uniform Expense	49 64
1030826958	1101522020 - 5312101	Parks Department - Uniform Expense	54 30
1030826959	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030832903	1101522020 - 5312101	Parks Department - Uniform Expense	54 30
1030832904	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030838812 CR	1101451110 - 5426106	Senior Citizens - Uniform Leasing	-37 70
1030844899 CR	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	-35 00
1030847252	1101522020 - 5312101	Parks Department - Uniform Expense	49 64
1030850701	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030850703	1101522020 - 5312101	Parks Department - Uniform Expense	54 30
1030853177	1101522020 - 5312101	Parks Department - Uniform Expense	49 64
1030856639	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030856641	1101522020 - 5312101	Parks Department - Uniform Expense	54 30
1030859142	1101522020 - 5312101	Parks Department - Uniform Expense	49 64
1030862555	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030862557	1101522020 - 5312101	Parks Department - Uniform Expense	56 10
1030865056	1101522020 - 5312101	Parks Department - Uniform Expense	49 64
1030868483	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030868485	1101522020 - 5312101	Parks Department - Uniform Expense	55 20
1030871009	1101522020 - 5312101	Parks Department - Uniform Expense	49 64
1030874419	1101451110 - 5426106	Senior Citizens - Uniform Leasing	37 70
1030874420	1101522020 - 5312101	Parks Department - Uniform Expense	19 40
1030874422	1101522020 - 5312101	Parks Department - Uniform Expense	55 20

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Invoice Number	Account Info		Amount
		Warrant Total:	**782.34**
Warrant #: VW 00356687	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
329508	1101211160 - 5495100	Training-Sheriff's Department - Education	125 00
		Warrant Total:	**125.00**
Warrant #: VW 00356688	**Payee Name: GALVESTON COUNTY WCID #1**		
220024920 052812	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	131 85
220024924 052812	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	60 00
230025370 052812	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	47 34
30064065 060412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	308 24
		Warrant Total:	**547.43**
Warrant #: VW 00356693	**Payee Name: GELB, JEFFREY**		
11FD1497 053012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00356694	**Payee Name: GERALD R. YOAKUM PC**		
322181 052212	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	136 50
		Warrant Total:	**136.50**
Warrant #: VW 00356696	**Payee Name: GLENN, DORYN DANNER**		
APR 2012 CST BIL	1101000000 - 2291012	General Fund - Due to District Clerk	2,248 00
		Warrant Total:	**2,248.00**
Warrant #: VW 00356697	**Payee Name: GLENN, DORYN DANNER**		
MAY 12 CVL CST	1101000000 - 2291012	General Fund - Due to District Clerk	1,424 00
		Warrant Total:	**1,424.00**
Warrant #: VW 00356701	**Payee Name: GULF COAST COMPLETE MARINE SERVICE INC**		
2161	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	357 47
		Warrant Total:	**357.47**
Warrant #: VW 00356705	**Payee Name: HEERMANS, THOMAS MATHEW**		
12CR1061 050312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
		Warrant Total:	**341.25**
Warrant #: VW 00356708	**Payee Name: HERNANDEZ, SUSAN**		
MAY 2012 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	27 20
		Warrant Total:	**27.20**
Warrant #: VW 00356711	**Payee Name: HINDMAN, MARGARET**		
11CR0610 051612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,690 00
		Warrant Total:	**1,690.00**
Warrant #: VW 00356712	**Payee Name: HOGAN, DWANETTE**		
MAY 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	508 94
		Warrant Total:	**508.94**
Warrant #: VW 00356713	**Payee Name: HOUSTON STAMP AND STENCIL CO INC**		
227439	1101114030 - 5499201	Election Expense - Election Expense	62 95

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Invoice Number	Account Info		Amount
		Warrant Total:	**62.95**
Warrant #: VW 00356714	**Payee Name: HTI LTD**		
SCH000400	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	3,914 03
		Warrant Total:	**3,914.03**
Warrant #: VW 00356716	**Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD**		
000060953	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	6,855 67
		Warrant Total:	**6,855.67**
Warrant #: VW 00356717	**Payee Name: IBRAHIM & ELLIOTT LLP**		
12CR0701 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00356718	**Payee Name: IBRAHIM & ELLIOTT LLP**		
11CR2759 042412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,023 75
		Warrant Total:	**1,023.75**
Warrant #: VW 00356719	**Payee Name: INFOSAT COMMUNICATIONS**		
85477	1101159100 - 5492101	Information Technology - Telephone Expense	43 60
		Warrant Total:	**43.60**
Warrant #: VW 00356720	**Payee Name: INFOSOL INC**		
018799	1101159100 - 5423000	Information Technology - Maint/Repairs Equipment	10,320.00
		Warrant Total:	**10,320.00**
Warrant #: VW 00356724	**Payee Name: JACKSON, CALVIN C**		
12CR0656 051112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	728 00
12CR1056 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	637 00
		Warrant Total:	**1,365.00**
Warrant #: VW 00356727	**Payee Name: JONES LAW FIRM**		
319829 060412	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195.00
321008 060112	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	162.50
		Warrant Total:	**357.50**
Warrant #. VW 00356729	**Payee Name: JONES, STACEY LEE**		
12CR1104 051512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total:	**552.50**
Warrant #: VW 00356730	**Payee Name: JONES, STACEY LEE**		
09CR3425 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,705 00
10CR1417 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,233 75
11CR2737 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75
		Warrant Total:	**7,442.50**
Warrant #: VW 00356731	**Payee Name: KENNIE, MARGARET**		
5/24-6/12 SRVC	1101121000 - 5120001	Justice Administration - Temporary Help	1,300 00
		Warrant Total:	**1,300.00**
Warrant #: VW 00356734	**Payee Name: KLEEN KUT LANDSCAPE SERVICE**		
378	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	11,300 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**11,300.00**
Warrant #: VW 00356736	**Payee Name: KROGER CO, THE**		
113785	1101291010 - 5310000	Emergency Management - Supplies and Materials	134 97
		Warrant Total:	**134.97**
Warrant #: VW 00356740	**Payee Name: LAW OFFICE OF ALEX BILL III**		
09CR30580 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**487.50**
Warrant #: VW 00356741	**Payee Name: LAW OFFICE OF CHRISTOPHER JOHNSEN**		
PR0073440	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00356742	**Payee Name: LAW OFFICE OF LANELLE O'CONNELL**		
MAY 2012 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00356743	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
11CR3339 060512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
12JV0098 053012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195.00
		Warrant Total:	**601.25**
Warrant #: VW 00356744	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
322682 052912	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	243 75
PR72915	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	600 00
PR73289	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	150 00
		Warrant Total:	**993.75**
Warrant #: VW 00356745	**Payee Name: LAW OFFICE OF PHILLIP M. DAVIS**		
320572 053112	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00356746	**Payee Name: LAW OFFICES OF D CHRIS HESSE**		
12CR0556 060512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**487.50**
Warrant #: VW 00356747	**Payee Name: LAW OFFICES OF D CHRIS HESSE**		
11CR3653 060712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,787 50
320602 053012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
32232 053012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
323490 060512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	65 00
		Warrant Total:	**2,242.50**
Warrant #: VW 00356748	**Payee Name: LAW OFFICES OF DAVID P WALKER PC**		
11CR2709 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
		Warrant Total:	**338.00**
Warrant #: VW 00356749	**Payee Name: LEATHERS, BILL**		
11CR2492 060712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	926 25
		Warrant Total:	**926.25**

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Invoice Number	Account Info		Amount
Warrant #: VW 00356751	**Payee Name: LEOPOLOS, TRAVIS**		
6/4/12 RMB	1101151300 - 5310000	County Auditor - Supplies and Materials	12 98
		Warrant Total:	**12.98**
Warrant #: VW 00356753	**Payee Name: LIBERTY TIRE RECYCLING LLC**		
0000073578	1101110000 - 5429301	General Government - Nuisance Abatement	1,500 00
0000082407	1101110000 - 5429301	General Government - Nuisance Abatement	1,500 00
		Warrant Total:	**3,000.00**
Warrant #: VW 00356754	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
184133	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	44 84
184139	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	110 00
184222	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	274 00
184289	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	36 53
184360	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	212 23
184361	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	36 78
184453	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	145 28
184488	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	227 49
184594	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
184597	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	50 86
184605	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	430 73
184613	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	694 60
184634	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31.25
184635	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
184653	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	67 75
184655	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
184673	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
184684	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	50 86
184689	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	50 86
184699	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	21 03
184710	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	210 82
194486	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	67 75
		Warrant Total:	**2,860.66**
Warrant #: VW 00356755	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
MAY12 JP3 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	3,745 39
		Warrant Total:	**3,745.39**
Warrant #: VW 00356756	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
MAY 12 JP5 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	3,486 18
		Warrant Total:	**3,486.18**
Warrant #: VW 00356757	**Payee Name: LISTER PLUMBING**		
034885	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4,809 30
		Warrant Total:	**4,809.30**
Warrant #: VW 00356759	**Payee Name: M BRUCE FORT PC**		
320519 053012	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	338 00
322691 052912	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	97 50
		Warrant Total:	**435.50**
Warrant #: VW 00356760	**Payee Name: M FOX CURL AND ASSOCIATES PC**		

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Invoice Number	Account Info		Amount
11CR0228 060712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,555 45
		Warrant Total:	**1,555.45**
Warrant #: VW 00356761	**Payee Name: MABES HAULING**		
6907	1101522020 - 5428000	Parks Department - Grounds Maintenance	90 00
		Warrant Total:	**90.00**
Warrant #: VW 00356762	**Payee Name: MAINLAND PHARMACY**		
015675 TAYLOR	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	227 87
017219 GERAMI	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	65 61
017241 GREENWOOD	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	311 78
021319 ALBINUS	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	178 22
022702 COOK	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	113 29
		Warrant Total:	**896.77**
Warrant #: VW 00356764	**Payee Name: MALONEY & PARKS LLP**		
12CR0084 033012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
301693 060512	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195.00
		Warrant Total:	**390.00**
Warrant #: VW 00356765	**Payee Name: MARKETING SPECIALTIES INC**		
2961	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,354 30
		Warrant Total:	**1,354.30**
Warrant #: VW 00356766	**Payee Name: MARTY'S CITY AUTO INC**		
2421	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	95 00
2431	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	125 00
		Warrant Total:	**220.00**
Warrant #: VW 00356767	**Payee Name: MASTER WORD SERVICE INC**		
47969	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	7,752 01
50676	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	8,057 52
		Warrant Total:	**15,809.53**
Warrant #: VW 00356768	**Payee Name: MATHESON TRI-GAS INC**		
04803870	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	217 91
		Warrant Total:	**217.91**
Warrant #: VW 00356770	**Payee Name: MCCARNES, LOIS**		
11CR0464 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	845 00
12CR0302 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
		Warrant Total:	**1,218.75**
Warrant #: VW 00356771	**Payee Name: MCCUMBER, JUDGE KATHLEEN**		
4/15-18/12 MLG	1101123600 - 5496301	Justice Court Pct #8-1(prv #6) - Auto Mileage	129 87
		Warrant Total:	**129.87**
Warrant #: VW 00356772	**Payee Name: MCLEOD ALEXANDER POWEL & APFFEL PC**		
11CP0049 043012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,437 50
11CP0055 043012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312 00
11CP0055 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	403 00
		Warrant Total:	**3,152.50**

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Invoice Number	Account Info		Amount
Warrant #: VW 00356774	**Payee Name: MEIER, SHARON K**		
320743 060712	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	156 00
		Warrant Total:	**156.00**
Warrant #: VW 00356778	**Payee Name: MICRONICHE INC**		
B1210101	1101159100 - 5423500	Information Technology - Maintenance of Software	500.00
		Warrant Total:	**500.00**
Warrant #: VW 00356779	**Payee Name: MILLER, ROBERT DAVID**		
11CR3458 060512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
12CR0012 060612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,738 75
		Warrant Total:	**2,226.25**
Warrant #: VW 00356780	**Payee Name: MILLS SHIRLEY LLP**		
PR73311	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	375.00
		Warrant Total:	**375.00**
Warrant #: VW 00356784	**Payee Name: MORRIS, PHILLIP W**		
12CR1000 060712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00356785	**Payee Name: MUELLER, DINAH J**		
12CP0028 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
		Warrant Total:	**338.00**
Warrant #: VW 00356788	**Payee Name: MURRAY, JASON**		
FEB 2012 CVL CST	1101000000 - 2291012	General Fund - Due to District Clerk	11,041 00
		Warrant Total:	**11,041.00**
Warrant #: VW 00356789	**Payee Name: MUSTANG RENTAL SERVICES INC**		
01106947	1101544042 - 5426100	Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	5,689 53
01106961	1101544042 - 5426100	Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	5,689.53
		Warrant Total:	**11,379.06**
Warrant #: VW 00356790	**Payee Name: NAGORSKI, PATRICK E.**		
322257 060112	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	308 75
		Warrant Total:	**308.75**
Warrant #: VW 00356791	**Payee Name: NAJER, MAURICE**		
321081 060112	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00356793	**Payee Name: NELSON, ERIK ANDREW**		
12CR0741 052812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373.75
		Warrant Total:	**373.75**
Warrant #: VW 00356794	**Payee Name: NICKELSON, LINDA J**		
12CR0296 060412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	266 50
318823 030212	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
		Warrant Total:	**461.50**
Warrant #: VW 00356797	**Payee Name: NRG ENERGY INC**		

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Invoice Number	Account Info		Amount
15749401	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	117 95
25237322 5/12	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**217.95**
Warrant #: VW 00356798	**Payee Name: NRG ENERGY INC**		
70220616	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	67 35
		Warrant Total:	**67.35**
Warrant #: VW 00356803	**Payee Name: ORTIZ-TAING LAW FIRM PC**		
09CP0047 051912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	279 50
09CP0101 051912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
11CP0032 051912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	286 00
		Warrant Total:	**734.50**
Warrant #: VW 00356804	**Payee Name: OZARKA NATURAL SPRING WATER**		
02C0123283145	1101114000 - 5310000	County Clerk - Supplies and Materials	242 84
02E0123056533	1101122300 - 5310000	Probate Court - Sullivan - Supplies and Materials	34 64
		Warrant Total:	**277.48**
Warrant #: VW 00356808	**Payee Name: PENINSULA SANITATION SERVICE INC**		
59378	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	540 00
59412	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
59440	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	900 00
		Warrant Total:	**1,890.00**
Warrant #: VW 00356809	**Payee Name: PESTMASTER SERVICES INC**		
10534	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
10536	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
10537	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
10538	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
10539	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
10540	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
10541	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
10542	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
10543	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
10544	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
10545	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
10546	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
10547	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
10561	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
10585	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
10599	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
10600	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
10602	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
10610	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
10621	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
10622	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
10628	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
10629	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
10650	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
10651	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
10652	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
10653	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71

Galveston County, Texas

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Invoice Number	Account Info		Amount
10654	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
10655	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
10656	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
10657	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
10664	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
		Warrant Total:	**3,465.08**

Warrant #: VW 00356810 **Payee Name: PESTMASTER SERVICES INC**

10717	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 40
		Warrant Total:	**50.40**

Warrant #: VW 00356816 **Payee Name: R M SILKSCREEN**

F5244	1101117500 - 5312101	Veteran's Services - Uniform Expense	225 00
		Warrant Total:	**225.00**

Warrant #: VW 00356819 **Payee Name: RADELAT, PAUL B**

11CR0679 120511	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	1,500 00
		Warrant Total:	**1,500.00**

Warrant #: VW 00356820 **Payee Name: RAMIREZ, TANYA E**

JUNE 2012	1101211101 - 5481000	Administration Sheriff Dept - Contract Service	3,862 50
		Warrant Total:	**3,862.50**

Warrant #: VW 00356822 **Payee Name: ROGERS, PHOENIX**

MAY 2012 TRVL	1101610200 - 5495100	County Extension - Education	50 00
MAY 2012 TRVL	1101610200 - 5496301	County Extension - Auto Mileage	52 84
		Warrant Total:	**102.84**

Warrant #: VW 00356823 **Payee Name: ROMERO LAW FIRM PC**

11CP0054 052312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	180 00
		Warrant Total:	**180.00**

Warrant #: VW 00356825 **Payee Name: ROSENBERG LIBRARY**

309	1101440100 - 5461012	Community Services - Co Library System Overhead	45,083 33
		Warrant Total:	**45,083.33**

Warrant #: VW 00356827 **Payee Name: RUSSELL, GREG**

10CR0506 052112	1101121000 - 5431000	Justice Administration - Trial Expense	34 53
10CR0506 052112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	4,907 50
11CR0201 060112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
JAIL DKT 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
JAIL DKT 060112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**7,362.03**

Warrant #: VW 00356828 **Payee Name: SAENZ, ALVIN N**

11CR0397 060412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,625 00
318717 060112	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	260 00
		Warrant Total:	**1,885.00**

Warrant #: VW 00356829 **Payee Name: SAFETY KLEEN CORP**

57728622	1101522020 - 5310000	Parks Department - Supplies and Materials	274 50
		Warrant Total:	**274.50**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00356831	**Payee Name: SAN LEON MUNICIPAL UTILITY DIST**		
1035109002 53112	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	8 51
1035395 053112	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	86 39
		Warrant Total:	**94.90**
Warrant #: VW 00356833	**Payee Name: SANTA FE AUTO PARTS INC**		
92587	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	107 09
		Warrant Total:	**107.09**
Warrant #: VW 00356834	**Payee Name: SANTA FE SENIOR CITIZENS COUNCIL**		
MARCH 2012	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	500 00
MAY 2012	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	500 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00356836	**Payee Name: SEARS & BENNETT LLP**		
12CR0700 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
12CR1133 052112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
12CR1268 052112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 75
321911 060512	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	341 25
		Warrant Total:	**1,040.00**
Warrant #: VW 00356837	**Payee Name: SEASIDE ENTERPRISES INC**		
209566	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	11 37
		Warrant Total:	**11.37**
Warrant #: VW 00356838	**Payee Name: SHARP-MARX, KATHLEEN**		
APR 2012 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00356839	**Payee Name: SHEARN MOODY PLAZA CORP**		
053112 4TH FLOOR	1101110000 - 5426250	General Government - Rental Office Space	24,068 77
053112 5TH FLOOR	1101110000 - 5426250	General Government - Rental Office Space	28,050 41
		Warrant Total:	**52,119.18**
Warrant #: VW 00356842	**Payee Name: SHI GOVT SOLUTIONS**		
GB00056703	1101159100 - 5752005	Information Technology - Sharepoint/Web Site Upgrade	16,789 25
		Warrant Total:	**16,789.25**
Warrant #: VW 00356844	**Payee Name: SMITH, JAMES DENNIS**		
09JV0120 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195.00
11JV0189 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
12CR0393 053012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
		Warrant Total:	**1,105.00**
Warrant #: VW 00356845	**Payee Name: SMITH, PATRICIA**		
5/15-24/12 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	40 15
		Warrant Total:	**40.15**
Warrant #: VW 00356846	**Payee Name: SOUTHERN COMPUTER WAREHOUSE**		
IN000020315	1101159100 - 5310000	Information Technology - Supplies and Materials	305 81
		Warrant Total:	**305.81**

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Invoice Number	Account Info		Amount
Warrant #: VW 00356847	**Payee Name: SOUTHWASTE DISPOSAL LLC**		
0176857IN	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00356850	**Payee Name: STACEY VALDEZ & ASSOCIATES PLLC**		
10CR1634 060412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,397 50
		Warrant Total:	**1,397.50**
Warrant #: VW 00356851	**Payee Name: STEVE'S WAREHOUSE TIRES**		
687	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00356852	**Payee Name: STEVENS, MARK W**		
11CR0206 060612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	559 00
11CR1744 052512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	5,353 00
11CR3131 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	221 00
321921 052912	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	65 00
		Warrant Total:	**6,198.00**
Warrant #: VW 00356853	**Payee Name: STICKLER, TOMMY JAMES**		
12CR0172 061512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**520.00**
Warrant #: VW 00356854	**Payee Name: STREAM ENERGY**		
1175766838	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	94 38
		Warrant Total:	**94.38**
Warrant #: VW 00356856	**Payee Name: SULLIVAN, MISTY**		
MAY 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	474 53
		Warrant Total:	**474.53**
Warrant #: VW 00356857	**Payee Name: SUMMERLIN LAW FIRM PLLC**		
10CR3164 051112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
12CR0369 051712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,348 75
		Warrant Total:	**2,063.75**
Warrant #: VW 00356858	**Payee Name: SUN COAST RESOURCES INC**		
91286508	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,073 30
91337100	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	1,242 09
91340707	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,493 41
91352038	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91355033	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	6,033 45
91357267	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,032 12
		Warrant Total:	**16,924.37**
Warrant #: VW 00356860	**Payee Name: TEXAS ASSOCIATION OF COUNTIES**		
5/20-23/12 CNFR	1101111102 - 5496100	County Commissioner-Pct 2 - Travel and Education	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00356861	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
11CR3350 05/16/1	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
12CR0730 & 0731	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00

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Invoice Number	Account Info		Amount
12CR1101 05/25/1	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
		Warrant Total:	**3,600.00**
Warrant #: VW 00356862	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
08CR3773 053012	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
11CR2390A 53112	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
11CR3509 051512	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
		Warrant Total:	**3,600.00**
Warrant #: VW 00356866	**Payee Name: TORRES, ROBERTO**		
02FD0189 053012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	211 25
12CR0688 053012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
310248 060512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	260 00
		Warrant Total:	**568.75**
Warrant #: VW 00356867	**Payee Name: TORRES, ROBERTO**		
11CR1866 053112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	438 75
		Warrant Total:	**438.75**
Warrant #: VW 00356868	**Payee Name: TRAVIS COUNTY**		
12001269	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
		Warrant Total:	**399.00**
Warrant #: VW 00356869	**Payee Name: TRAVIS COUNTY**		
12001203	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
12001255	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399.00
12001264	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
		Warrant Total:	**1,197.00**
Warrant #: VW 00356870	**Payee Name: TREASURE ISLAND TROPHIES**		
46848	1101211101 - 5310000	Administration Sheriff Dept - Supplies and Materials	270 00
		Warrant Total:	**270.00**
Warrant #: VW 00356871	**Payee Name: TREVINO, ISMAEL**		
11CR3527 060412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 50
12CR0911 060412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65.00
313705 060412	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	373 75
317599 060412	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	390 00
321797 053012	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**1,137.25**
Warrant #: VW 00356872	**Payee Name: TRUSCOTT, HELEN STEWART**		
11CP0043 051412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	266 50
11CP0063 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	916 50
12CP00026 052412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	526 50
		Warrant Total:	**1,709.50**
Warrant #: VW 00356874	**Payee Name: TURMAN AND ASSOCIATES INC.**		
11CR0085 060112	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	405 00
12CR0682 032312	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	604 30
		Warrant Total:	**1,009.30**

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Invoice Number	Account Info		Amount
Warrant #: VW 00356875	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100016837860	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100018791478	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	125 69
900006198652 512	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**325.69**
Warrant #: VW 00356876	**Payee Name: UNGER & HERSHKOWITZ**		
06CR1249 050812	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	9,256 00
		Warrant Total:	**9,256.00**
Warrant #: VW 00356877	**Payee Name: UNIQUE DIGITAL TECHNOLOGY INC**		
0209784IN	1101159100 - 5423500	Information Technology - Maintenance of Software	10,661.70
0209791IN	1101159100 - 5423500	Information Technology - Maintenance of Software	3,624 80
		Warrant Total:	**14,286.50**
Warrant #: VW 00356879	**Payee Name: UTMB**		
708X24012086	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
708X24012088	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
		Warrant Total:	**1,600.00**
Warrant #: VW 00356880	**Payee Name: VICKERY, KAY**		
MAY 2012	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	37.46
		Warrant Total:	**37.46**
Warrant #: VW 00356882	**Payee Name: WALMART**		
02749	1101610200 - 5310000	County Extension - Supplies and Materials	67 33
04406	1101610200 - 5310000	County Extension - Supplies and Materials	5 82
06358	1101610200 - 5310000	County Extension - Supplies and Materials	12 80
06911	1101610200 - 5310000	County Extension - Supplies and Materials	249 93
		Warrant Total:	**335.88**
Warrant #: VW 00356883	**Payee Name: WASTE MANAGEMENT INC**		
165956417910	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	4,647 73
471666817914	1101522020 - 5481000	Parks Department - Contract Service	163.76
471666917912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	94 20
471667017910	1101522020 - 5481000	Parks Department - Contract Service	137 63
471667117918	1101522020 - 5481000	Parks Department - Contract Service	300 91
471667217916	1101522020 - 5481000	Parks Department - Contract Service	160 49
471667317914	1101522020 - 5481000	Parks Department - Contract Service	94 65
471667417912	1101522020 - 5481000	Parks Department - Contract Service	103 60
471667517919	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	69.21
471667617917	1101522020 - 5481000	Parks Department - Contract Service	66.83
471667817913	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 45
471667917911	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,207 47
471668017919	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,058 59
471668117917	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	671 16
471668217915	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	182 07
		Warrant Total:	**9,068.75**
Warrant #: VW 00356884	**Payee Name: WATKINS, GENE ANTONE**		
321489 053012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00356885	**Payee Name: WEBER, WINIFRED B**		
12CR0063 060612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
		Warrant Total:	**308.75**
Warrant #: VW 00356888	**Payee Name: WILSON, JOCELYN**		
MAY 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	673 22
		Warrant Total:	**673.22**
Warrant #: VW 00356889	**Payee Name: WILSON, TARA L.**		
053112 CRT RPRT	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**126.64**
Warrant #: VW 00356890	**Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**		
JAIL DKT 052512	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00356891	**Payee Name: ZOLL, ERIKA SUSAN**		
320136 032312	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	97 50
323126 052912	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	65 00
		Warrant Total:	**162.50**
		FUND 1101 TOTAL:	**770,714.15**

FUND: 2121 Donations To Galveston County

Warrant #: VW 00356797	**Payee Name: NRG ENERGY INC**		
75795591 6/12	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	124 89
80325301	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	103 24
		Warrant Total:	**228.13**
		FUND 2121 TOTAL:	**228.13**

FUND: 2205 Courthouse Security Fund

Warrant #: VW 00356685	**Payee Name: G & K SERVICES**		
1030838970	2205295100 - 5312101	Courthouse Security - Uniform Expense	35 00
1030909264	2205295100 - 5312101	Courthouse Security - Uniform Expense	-19 08
		Warrant Total:	**15.92**
		FUND 2205 TOTAL:	**15.92**

FUND: 2211 Law Library

Warrant #: VW 00356886	**Payee Name: WEST PUBLISHING CORPORATION**		
825001871	2211129100 - 5317000	Law Library - Books & Periodicals	84 00
		Warrant Total:	**84.00**
		FUND 2211 TOTAL:	**84.00**

Galveston County, Texas

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Invoice Number	Account Info		Amount
FUND: 2212 Mediation Services Prog Fund			
Warrant #: VW 00356599	**Payee Name: AMERSON, RODGER DAN**		
11FD2435 052412	2212125300 - 5432011	Mediation Services - Mediation Services	400 00
11FD2700 051112	2212125300 - 5432011	Mediation Services - Mediation Services	300 00
702478 031412	2212125300 - 5432011	Mediation Services - Mediation Services	125 00
		Warrant Total:	**825.00**
Warrant #: VW 00356600	**Payee Name: AMERSON, RODGER DAN**		
06FD2457 702478	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
11CP0012 060112	2212125300 - 5432011	Mediation Services - Mediation Services	350.00
		Warrant Total:	**700.00**
Warrant #: VW 00356671	**Payee Name: EMILY A FISHER PLLC**		
11FD1468 052212	2212125300 - 5432011	Mediation Services - Mediation Services	150.00
		Warrant Total:	**150.00**
Warrant #: VW 00356686	**Payee Name: GALVESTON COUNTY BLUEPRINT CO**		
36390	2212125300 - 5432011	Mediation Services - Mediation Services	712 32
		Warrant Total:	**712.32**
Warrant #: VW 00356732	**Payee Name: KILGORE, JEFFREY A**		
12CP0030 052112	2212125300 - 5432011	Mediation Services - Mediation Services	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00356830	**Payee Name: SALINSKY LAW OFFICES**		
08FD2799 051712	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00356881	**Payee Name: WALKER, MARGARET W.**		
12CP0032 053012	2212125300 - 5432011	Mediation Services - Mediation Services	250 00
		Warrant Total:	**250.00**
		FUND 2212 TOTAL:	**3,237.32**
FUND: 2220 Adult Probation Fund			
Warrant #: VW 00356596	**Payee Name: ALZAFARI, ERIC**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	239 21
		Warrant Total:	**239.21**
Warrant #: VW 00356648	**Payee Name: CORRECTIONS SOFTWARE CORPORATION**		
25782	2220255100 - 5419301	Adult Probation - Computer Services	4,378 00
		Warrant Total:	**4,378.00**
Warrant #: VW 00356662	**Payee Name: DICKEY, ROCHELL**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	219 23
		Warrant Total:	**219.23**
Warrant #: VW 00356663	**Payee Name: DICKEY, WILLIAM SHANE**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	62 16

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Invoice Number	Account Info		Amount
		Warrant Total:	**62.16**
Warrant #: VW 00356706	**Payee Name: HENDERSON, ANTHONY**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	225 33
		Warrant Total:	**225.33**
Warrant #: VW 00356728	**Payee Name: JONES, CHARLOTTE**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	189 81
		Warrant Total:	**189.81**
Warrant #: VW 00356773	**Payee Name: MCNAIR, COREY**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	137 09
		Warrant Total:	**137.09**
Warrant #: VW 00356792	**Payee Name: NAVY, MONICA**		
APR-MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	326 90
		Warrant Total:	**326.90**
Warrant #: VW 00356799	**Payee Name: OLALEKAN, JAMES**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	150 41
		Warrant Total:	**150.41**
Warrant #: VW 00356821	**Payee Name: RODRIGUEZ, VANESSA**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	84.36
		Warrant Total:	**84.36**
Warrant #: VW 00356824	**Payee Name: ROSEMON, VANESSA R**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	101 57
		Warrant Total:	**101.57**
Warrant #: VW 00356843	**Payee Name: SKUFCA, RICHARD**		
MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	30 53
		Warrant Total:	**30.53**
Warrant #: VW 00356865	**Payee Name: THOMPSON, SHELLY**		
MAR-MAY 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	194 25
		Warrant Total:	**194.25**
		FUND 2220 TOTAL:	**6,338.85**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00356590	**Payee Name: ABL MANAGEMENT INC**		
188347	2230256118 - 5481199	Detention - Food Service Contract	2,296 84
188347	2230256119 - 5481199	Post Program - Food Service Contract	675 62
188347	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	48 50
		Warrant Total:	**3,020.96**
Warrant #: VW 00356611	**Payee Name: BEARCOM OPERATING LLC**		
4118216	2230256118 - 5423000	Detention - Maint/Repairs Equipment	224 27
		Warrant Total:	**224.27**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00356682	**Payee Name: FOLEY, KERRI**		
201205	2230256130 - 5431402	Court - Masters Referee Juvenile Matrs	4,140 00
		Warrant Total:	**4,140.00**
Warrant #: VW 00356691	**Payee Name: GARATE, FAITH E**		
MAY 2012 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	21 09
		Warrant Total:	**21.09**
Warrant #: VW 00356707	**Payee Name: HERNANDEZ, CARLOS**		
MAY 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	144 30
		Warrant Total:	**144.30**
Warrant #: VW 00356709	**Payee Name: HERRING JR, MATTHEW**		
MAY 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	96 57
		Warrant Total:	**96.57**
Warrant #: VW 00356767	**Payee Name: MASTER WORD SERVICE INC**		
50675	2230256130 - 5431101	Court - Professional Srv Interpreter	942 66
		Warrant Total:	**942.66**
Warrant #: VW 00356769	**Payee Name: MAXWELL, BONITA G**		
MAY 2012	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	210 90
		Warrant Total:	**210.90**
Warrant #: VW 00356795	**Payee Name: NORRIS, BRENT T**		
MAY 2012	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	125 99
		Warrant Total:	**125.99**
Warrant #: VW 00356832	**Payee Name: SANDERS, EARNESTINE LYNCH**		
MAY 2012	2230256100 - 5496301	Juvenile Justice - Auto Mileage	58 83
		Warrant Total:	**58.83**
		FUND 2230 TOTAL:	**8,985.57**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00356594	**Payee Name: ALLIGARE LLC**		
17919	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,455 84
		Warrant Total:	**1,455.84**
Warrant #: VW 00356603	**Payee Name: B & B ICE INC**		
4041801	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	293.55
		Warrant Total:	**293.55**
Warrant #: VW 00356620	**Payee Name: BROOKSIDE EQUIP SALES INC**		
CL01879	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	-0 60
IL33153	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	96 73
IL33180	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	52 69
		Warrant Total:	**148.82**
Warrant #: VW 00356624	**Payee Name: C JOHNNY ON THE SPOT INC**		

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Invoice Number	Account Info		Amount
2299	2301312110 - 5481000	Administration - Contract Service	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356625	**Payee Name: C K G SERVICES LLC**		
9199	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	435 00
		Warrant Total:	**435.00**
Warrant #: VW 00356632	**Payee Name: CENTURY ASPHALT LTD**		
163454	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	1,949 09
163552	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	1,649 43
		Warrant Total:	**3,598.52**
Warrant #: VW 00356651	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3336	2301312120 - 5424000	FM & Lateral Road - Maint & Repairs Buildings	1,174 16
		Warrant Total:	**1,174.16**
Warrant #: VW 00356676	**Payee Name: FILLINGAME INC**		
IVC42705	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	238 00
		Warrant Total:	**238.00**
Warrant #: VW 00356685	**Payee Name: G & K SERVICES**		
1030870911	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	259 40
1030872082	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	210 19
1030878017	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	174 52
1030882800	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 06
1030883966	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	178 54
		Warrant Total:	**858.71**
Warrant #: VW 00356710	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H38783	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	433 05
		Warrant Total:	**433.05**
Warrant #: VW 00356754	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
184719	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**14.50**
Warrant #: VW 00356789	**Payee Name: MUSTANG RENTAL SERVICES INC**		
01106869	2301312120 - 5426100	FM & Lateral Road - Equipment Rental/Lease	1,988 23
		Warrant Total:	**1,988.23**
Warrant #: VW 00356796	**Payee Name: NORVAREM, S.A.U**		
205963	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,078 86
206046	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,461 99
206436	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	-3,924 80
206439	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,170 90
		Warrant Total:	**2,786.95**
Warrant #: VW 00356812	**Payee Name: PROLINE MATERIALS INC**		
4722	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	11,577 32
		Warrant Total:	**11,577.32**
Warrant #: VW 00356814	**Payee Name: R B EVERETT & CO**		

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Invoice Number	Account Info		Amount
SI44404	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	25 16
		Warrant Total:	**25.16**
Warrant #: VW 00356833	**Payee Name: SANTA FE AUTO PARTS INC**		
90329	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	338 59
90482	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	72 00
90506	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	19 92
90578	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	15 39
90600	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	59 15
90606	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	3 26
90976	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	6 80
90984	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	11 97
91144	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	3 98
91190	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	51 90
91201	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	695 15
91218	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	82 06
91224	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	24 92
91241	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	73 05
91287	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	5 98
91322	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	27 75
91505	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	106.46
91671	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	93 69
91762	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	133 57
91988	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	159 95
92084	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	2 95
92440	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	68 94
92446	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	271 14
92488	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	319 90
		Warrant Total:	**2,648.47**
Warrant #: VW 00356848	**Payee Name: SOUTHWEST T & I INC**		
1972807	2301312110 - 5481000	Administration - Contract Service	406 00
		Warrant Total:	**406.00**
Warrant #: VW 00356858	**Payee Name: SUN COAST RESOURCES INC**		
91353394	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,440 49
91357266	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	5,655 97
		Warrant Total:	**16,096.46**
Warrant #: VW 00356873	**Payee Name: TUBING AND METRICS HYDRAULICS INC**		
66863	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	56 88
66871	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	112 16
		Warrant Total:	**169.04**
Warrant #: VW 00356883	**Payee Name: WASTE MANAGEMENT INC**		
471667717915	2301312110 - 5481000	Administration - Contract Service	164 38
		Warrant Total:	**164.38**
		FUND 2301 TOTAL:	**44,612.16**

FUND: 2370 Flood Control Fund

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Invoice Number	Account Info		Amount
Warrant #: VW 00356624	**Payee Name: C JOHNNY ON THE SPOT INC**		
2298	2370296121 - 5481000	Seawall Maintenance - Contract Service	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00356650	**Payee Name: CPR SERVICES & SUPPLIES INC**		
168834	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,707 76
		Warrant Total:	**1,707.76**
Warrant #: VW 00356786	**Payee Name: MUNICIPAL SIGNS INC**		
0012484	2370296121 - 5425801	Seawall Maintenance - Galv Seawall Sidewalk Maint	596 60
		Warrant Total:	**596.60**
Warrant #: VW 00356833	**Payee Name: SANTA FE AUTO PARTS INC**		
91761	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	66 61
91772	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	6 00
92070	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	62 13
		Warrant Total:	**134.74**
Warrant #: VW 00356835	**Payee Name: SEABREEZE CULVERT INC**		
35414	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	750 00
35449	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	65.00
		Warrant Total:	**815.00**
		FUND 2370 TOTAL:	**3,354.10**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00356634	**Payee Name: CITY OF GALVESTON**		
ARI1200051	2410411100 - 5426251	Mosquito Control District - Rental Storage Facility	360 29
		Warrant Total:	**360.29**
Warrant #: VW 00356882	**Payee Name: WALMART**		
00698	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	380 06
02995	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	19 60
07483	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	20 49
09787	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	19 84
		Warrant Total:	**439.99**
Warrant #: VW 00356887	**Payee Name: WESTERN EXTERMINATOR COMPANY**		
1481725	2410411100 - 5313301	Mosquito Control District - Insecticides	22,044 00
		Warrant Total:	**22,044.00**
		FUND 2410 TOTAL:	**22,844.28**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00356592	**Payee Name: ACHARYA MD PA,SID**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	148 78
		Warrant Total:	**148.78**

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Invoice Number	Account Info		Amount
Warrant #: VW 00356598	**Payee Name: AMERICAN RADIOLOGY CONSULTANTS PLLC**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	52 93
		Warrant Total:	**52.93**
Warrant #: VW 00356605	**Payee Name: BAHEC LLC**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	667 90
		Warrant Total:	**667.90**
Warrant #: VW 00356607	**Payee Name: BARRIER REEF EMERGENCY PHYSICIANS**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	331 99
		Warrant Total:	**331.99**
Warrant #: VW 00356608	**Payee Name: BAY AREA ANESTHESIA SERVICES PA**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	144 41
		Warrant Total:	**144.41**
Warrant #: VW 00356609	**Payee Name: BAY AREA HOUSTON ENDOSCOPY LP**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	3,295 44
		Warrant Total:	**3,295.44**
Warrant #: VW 00356610	**Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	260.62
		Warrant Total:	**260.62**
Warrant #: VW 00356612	**Payee Name: BEELER MANSKE CLINIC LLP**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	474 95
		Warrant Total:	**474.95**
Warrant #: VW 00356633	**Payee Name: CHCA WEST HOUSTON LP**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	169 66
		Warrant Total:	**169.66**
Warrant #: VW 00356640	**Payee Name: CLINICAL PATHOLOGY LABORATORIES INC**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	681 04
		Warrant Total:	**681.04**
Warrant #: VW 00356641	**Payee Name: COASTAL GASTROENOLOGY ASSOCIATES PA**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	156 24
		Warrant Total:	**156.24**
Warrant #: VW 00356644	**Payee Name: COMMUNITY PATHOLOGY ASSOCIATES**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	318 88
		Warrant Total:	**318.88**
Warrant #: VW 00356659	**Payee Name: DIANON SYSTEMS INC.**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	146 44
		Warrant Total:	**146.44**
Warrant #: VW 00356674	**Payee Name: FASULLO JR MD PA, FRANK J**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	44 57
		Warrant Total:	**44.57**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00356689	**Payee Name: GALVESTON EYE GROUP PA**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	65 76
		Warrant Total:	**65.76**
Warrant #: VW 00356692	**Payee Name: GASKILL, SUSAN C**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	245 12
		Warrant Total:	**245.12**
Warrant #: VW 00356695	**Payee Name: GI PATHOLOGY PLLC**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	318 88
		Warrant Total:	**318.88**
Warrant #: VW 00356698	**Payee Name. GREATER HOUSTON EMERGENCY PHYSICIANS**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,382 37
		Warrant Total:	**1,382.37**
Warrant #: VW 00356699	**Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	79 62
		Warrant Total:	**79.62**
Warrant #: VW 00356700	**Payee Name: GULDE MD PA, JANIS**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	754 11
		Warrant Total:	**754.11**
Warrant #: VW 00356704	**Payee Name: HARRIS EMERGENCY MEDICINE ASSOCIATES**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	79 62
		Warrant Total:	**79.62**
Warrant #: VW 00356737	**Payee Name: LABORATORY CORPORATION OF AMERICA**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	658 26
		Warrant Total:	**658.26**
Warrant #: VW 00356738	**Payee Name: LAJJA NEUROLOGY ASSOCIATION**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	44 11
		Warrant Total:	**44.11**
Warrant #: VW 00356750	**Payee Name: LEBOEUF, JOANNIE M**		
MAY 2012 MLG	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	108 75
		Warrant Total:	**108.75**
Warrant #: VW 00356752	**Payee Name: LEWIS MD, BEVERLY GUILLORY**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	98 98
		Warrant Total:	**98.98**
Warrant #: VW 00356763	**Payee Name: MAINLAND PULMONARY ASSOCIATES**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	818 04
		Warrant Total:	**818.04**
Warrant #: VW 00356775	**Payee Name: MEMORIAL PATHOLOGY CONSULTANTS PA**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	234 68
		Warrant Total:	**234.68**

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Invoice Number	Account Info		Amount
Warrant #: VW 00356776	**Payee Name: MEMORIAL RADIOLOGY ASSOCIATES INC**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	82 07
		Warrant Total:	**82.07**
Warrant #: VW 00356782	**Payee Name: MJ BABA MD PA**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	119 90
		Warrant Total:	**119.90**
Warrant #: VW 00356802	**Payee Name: ORTHOPEDIC CLINIC OF GALVESTON COUNTY**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	913 62
		Warrant Total:	**913.62**
Warrant #: VW 00356807	**Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,946 71
		Warrant Total:	**1,946.71**
Warrant #: VW 00356813	**Payee Name: QUEST DIAGNOSTICS CLINICAL**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	781 44
		Warrant Total:	**781.44**
Warrant #: VW 00356849	**Payee Name: SPACE CITY ANESTHESIA**		
MAY 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	487 39
		Warrant Total:	**487.39**
		FUND 2420 TOTAL:	**16,113.28**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00356669	**Payee Name: EFFINGER, ERIKA**		
MAY 2012	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	116 55
MAY 2012 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	130 98
		Warrant Total:	**247.53**
Warrant #: VW 00356703	**Payee Name: HARDY, CHARLOTTE L**		
APR 2012 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	265 85
		Warrant Total:	**265.85**
Warrant #: VW 00356733	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2115	2841256110 - 5447000	State Aid Grant A - Community Services	403 16
		Warrant Total:	**403.16**
Warrant #: VW 00356739	**Payee Name: LARSON, FAITH**		
MAY 2012	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	261 41
		Warrant Total:	**261.41**
Warrant #: VW 00356805	**Payee Name: PARISH, ERVIN R**		
MAY 2012 MLG	2841256110 - 5496301	State Aid Grant A - Auto Mileage	218 12
		Warrant Total:	**218.12**
Warrant #: VW 00356841	**Payee Name: SHELTERING HARBOUR**		
MAY 2012	2841256110 - 5441101	State Aid Grant A - Residential Services	2,981 27

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Invoice Number	Account Info		Amount
		Warrant Total:	**2,981.27**
		FUND 2841 TOTAL:	**4,377.34**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00356826 **Payee Name: ROWE, WALTER**

MAY 2012	2848256144 - 5495095	Commitment Reduction Program C - Educational Programs	650 00
		Warrant Total:	**650.00**
		FUND 2848 TOTAL:	**650.00**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00356602 **Payee Name: AT&T MOBILITY**

2870246075050612	2864211126 - 5492100	Auto Crime Task Force - Wireless MCT Service	56 47
		Warrant Total:	**56.47**

Warrant #: VW 00356681 **Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**

34361177	2864211126 - 5322010	Auto Crime Task Force - Auto Fuel Expense	300 39
		Warrant Total:	**300.39**
		FUND 2864 TOTAL:	**356.86**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00000428 **Payee Name: DSW HOMES LLC**

112918	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,215 44
112918	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	42,154 36
112940	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,145 37
112940	2914152513 - 5519010	Ownr-Occupied Replacement - Contractor - Construction	41,453 70
211562	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	5,405 79
211706	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	6,712 74
213009	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	5,646 10
		Warrant Total:	**93,011.88**

Warrant #: VW 00356597 **Payee Name: AMERICAN HOMESTAR CORPORATION**

1085B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	15,795 85
1086B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	15,667 50
		Warrant Total:	**31,463.35**

Warrant #: VW 00356622 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

1285710R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,081 63
		Warrant Total:	**11,081.63**

Warrant #: VW 00356623 **Payee Name: BYRDSON SERVICES LLC**

380R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	15,072 59
381R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	5,121 33
382F	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-769 75
382F	2914152530 - 5519040	Clearance, Demolition, Removl - Clearance, Demol, Remvl C	7,697 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**27,121.67**
Warrant #: VW 00356721	**Payee Name: J W KELSO COMPANY INC**		
113132	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,822 72
113132	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	38,227 16
113606	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,324.96
113606	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	43,249 61
113664	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,159 13
113664	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	41,591 27
313224	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,380 24
313224	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	33,802 41
313467	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,632 89
313467	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	36,328 89
313606	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,324 96
313606	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	43,249 61
		Warrant Total:	**212,804.05**
Warrant #: VW 00356722	**Payee Name: J W KELSO COMPANY INC**		
113663	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,766 41
113663	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	37,664 08
113748	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,705 39
113748	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	37,053 88
213748	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,705 39
213748	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	37,053 88
313112	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,135 48
313112	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	51,354 82
		Warrant Total:	**146,813.99**
Warrant #: VW 00356723	**Payee Name: J.C. CANTERA HOMES INC**		
1 052512	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-1,000.00
1 052512	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	10,000 00
		Warrant Total:	**9,000.00**
Warrant #: VW 00356725	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
21595 060612	2914152511 - 5519020	Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	1,427 00
23255 052412	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,025 00
23469 060512	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,025 00
23486 060512	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,037 00
23487	2914152551 - 5519020	Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	899 00
23495 060112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,031 00
23499 060612	2914152551 - 5519020	Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	896 00
23510 060112	2914152551 - 5519020	Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	899 00
8144 060112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,962 00
		Warrant Total:	**10,201.00**
Warrant #: VW 00356801	**Payee Name: ONE 80 LONESTAR LLC**		
2 042012	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	5,482 45
		Warrant Total:	**5,482.45**
Warrant #: VW 00356806	**Payee Name: PAT'S DEMOLITION AND DEBRIS REMOVAL**		
12209RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	338 62
12210RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	501 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**839.62**
Warrant #: VW 00356840	**Payee Name: SHELMARK ENGINEERING L.L.C.**		
5077	2914152500 - 5481000	Administration - Contract Service	1,200 00
		Warrant Total:	**1,200.00**
Warrant #: VW 00356855	**Payee Name: SULLIVAN LAND SERVICES LTD**		
2012240FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,934 06
2012360	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,097.95
2012360	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,979 45
2012398	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-11,848 33
2012398	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	118,483 25
2012402	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,751 78
2012402	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,517 80
2012408	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,521 33
2012408	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,213.37
2012411	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,795 71
2012411	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	67,957 07
2012415	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,814 58
2012416	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,133 83
2012417	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,798 04
2012417	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	37,980 44
2012420	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,062 77
2012420	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,490 74
2012420	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	6,137 00
2012423	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,024 09
2012423	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	70,240 94
2012432	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-10,051 48
2012432	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	100,514 83
2012433	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,903 24
2012433	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	79,032 43
2012434	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,892 59
2012434	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	48,925 89
		Warrant Total:	**641,608.37**
Warrant #: VW 00356859	**Payee Name: TEGRITY HOMES LLC**		
1123466	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,355 78
1123466	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,557 75
11234FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,985 77
11234FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	39,857 75
		Warrant Total:	**66,073.95**
		FUND 2914 TOTAL:	**1,256,701.96**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00000429	**Payee Name: GALVESTON NEWSPAPERS INC**		
300775128	2915242110 - 5481000	Port Bolivar Fire & EMS Statio - Contract Service	1,352 20
		Warrant Total:	**1,352.20**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
		FUND 2915 TOTAL:	**1,352.20**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00356629 **Payee Name: CDW GOVERNMENT INC**

K920434	3100159126 - 5754103	IT Capital Projects - JLE Project	98 40
L028488	3100159126 - 5754103	IT Capital Projects - JLE Project	953 22
L093242	3100159126 - 5754103	IT Capital Projects - JLE Project	207 84
L372672	3100159126 - 5754103	IT Capital Projects - JLE Project	324 90
		Warrant Total:	**1,584.36**

		FUND 3100 TOTAL:	**1,584.36**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00356715 **Payee Name: HUGH PATRICK CONSTRUCTORS**

22 042612	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	99,769 95
		Warrant Total:	**99,769.95**

Warrant #: VW 00356722 **Payee Name: J W KELSO COMPANY INC**

205003F	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-3,096 63
205003F	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	61,932 55
205007B	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	9,576 39
205010A	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-199 71
205010A	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	3,994 24
		Warrant Total:	**72,206.84**

Warrant #: VW 00356726 **Payee Name: JOE AGUIRRE TILE INC**

12 042012	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-199 23
12 042012	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	3,984 98
		Warrant Total:	**3,785.75**

Warrant #: VW 00356758 **Payee Name: LONE STAR MOVING CO**

053112 SRVC	3120179135 - 5746010	Mid-County Annex - Capitalized Furn,Fix,& Equip	1,275 00
		Warrant Total:	**1,275.00**

Warrant #: VW 00356781 **Payee Name: MITCHELL CHUOKE PLUMBING CO**

8 053112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-599 70
8 053112	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	11,994 00
		Warrant Total:	**11,394.30**

Warrant #: VW 00356817 **Payee Name: R W LUCAS CONSTRUCTION LLC**

8 050812	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-115 00
8 050812	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	2,300 00
		Warrant Total:	**2,185.00**

Warrant #: VW 00356878 **Payee Name: URBAN CONCRETE CONTRACTORS LTD**

10 013112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-2,604 87
10 013112	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	52,097 30
		Warrant Total:	**49,492.43**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
		FUND 3120 TOTAL:	**240,109.27**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00356646 **Payee Name: CONRAD CONSTRUCTION CO LTD**

13 043012	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-3,808 29
13 043012	3312312111 - 5731128	Non-County Roads - Melody Lane	76,165.75
		Warrant Total:	**72,357.46**

Warrant #: VW 00356702 **Payee Name: HALFF ASSOCIATES**

H162885	3312312111 - 5731132	Non-County Roads - Stewart Rd-75th to Cove View	10,484 59
		Warrant Total:	**10,484.59**

Warrant #: VW 00356735 **Payee Name: KLOTZ ASSOC INC**

512070	3312312111 - 5731128	Non-County Roads - Melody Lane	8,452 83
		Warrant Total:	**8,452.83**

Warrant #: VW 00356777 **Payee Name: METRO CITY CONSTRUCTION LP**

22815RET	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	201,534 75
		Warrant Total:	**201,534.75**

Warrant #: VW 00356815 **Payee Name: R C CHUOKE & ASSOCIATES INC**

PARCEL 106	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	2,250 00
PARCEL 107	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	2,250 00
PARCEL 108	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	2,250 00
PARCEL 111	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	2,250 00
PARCEL 114	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	1,750 00
PARCEL 115	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	1,750 00
PARCEL 126	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	2,250 00
		Warrant Total:	**14,750.00**

Warrant #: VW 00356818 **Payee Name: R W LUCAS CONSTRUCTION LLC**

2 043012 DEATS	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-5,327 70
2 043012 DEATS	3312312112 - 5731137	County Road - Deats Rd	106,553 90
		Warrant Total:	**101,226.20**

FUND 3312 TOTAL: 408,805.83

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00356617 **Payee Name: BNSF RAILWAY COMPANY**

90057132	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	10,275 01
		Warrant Total:	**10,275.01**

Warrant #: VW 00356690 **Payee Name: GALVESTON WHARVES**

AR120351 OVRPYMT	3315000000 - 2290001	Galv Causeway RR Bridge Prj - Due to Others	602 77
		Warrant Total:	**602.77**

Warrant #: VW 00356783 **Payee Name: MODJESKI AND MASTERS INC**

214803	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	17,859 12

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
214805	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	2,942 32
214806	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	7,461 02
214807	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	22,388 98
214809	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	3,050 49
		Warrant Total:	**53,701.93**
		FUND 3315 TOTAL:	**64,579.71**

FUND: 7605 Escrow Fund

Warrant #: VW 00356787 **Payee Name: MURRAY, JASON**

CT CST SS 050112	7605000000 - 2495883	Escrow Fund - TX SL 05TX0200	587 00
CT CST SS 050112	7605000000 - 2495884	Escrow Fund - TX SL 06TX0569	236 62
CT CST SS 050112	7605000000 - 2495885	Escrow Fund - TX SL 07TX0712	488 00
CT CST SS 050112	7605000000 - 2495887	Escrow Fund - TX SL 08TX0195	566 00
CT CST SS 050112	7605000000 - 2495888	Escrow Fund - TX SL 08TX0329	259 20
CT CST SS 050112	7605000000 - 2495889	Escrow Fund - TX SL 10TX0998	506 00
CT CST SS 050112	7605000000 - 2495890	Escrow Fund - TX SL 10TX1152	652 00
		Warrant Total:	**3,294.82**

Warrant #: VW 00356800 **Payee Name: OMNI BASE SERVICES INC**

JAN-MAR12 JP4	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	1,398 00
		Warrant Total:	**1,398.00**

Warrant #: VW 00356811 **Payee Name: POOR, FREDDIE**

SHRFF SL 050112	7605000000 - 2495883	Escrow Fund - TX SL 05TX0200	675 00
SHRFF SL 050112	7605000000 - 2495884	Escrow Fund - TX SL 06TX0569	319 44
SHRFF SL 050112	7605000000 - 2495885	Escrow Fund - TX SL 07TX0712	675 00
SHRFF SL 050112	7605000000 - 2495887	Escrow Fund - TX SL 08TX0195	675 00
SHRFF SL 050112	7605000000 - 2495888	Escrow Fund - TX SL 08TX0329	256 16
SHRFF SL 050112	7605000000 - 2495889	Escrow Fund - TX SL 10TX0998	675 00
SHRFF SL 050112	7605000000 - 2495890	Escrow Fund - TX SL 10TX1152	675 00
		Warrant Total:	**3,950.60**

Warrant #: VW 00356863 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

APR 12 JP1 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	3,214 90
		Warrant Total:	**3,214.90**

Warrant #: VW 00356864 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

MAY 12 JP5 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	1,713 40
		Warrant Total:	**1,713.40**
		FUND 7605 TOTAL:	**13,571.72**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Summary of All Funds

Fund		Amount
1101	General Fund	770,714 15
2121	Donations To Galveston County	228 13
2205	Courthouse Security Fund	15 92
2211	Law Library	84 00
2212	Mediation Services Prog Fund	3,237 32
2220	Adult Probation Fund	6,338 85
2230	Juvenile Justice Fund	8,985 57
2301	Road & Bridge Fund	44,612 16
2370	Flood Control Fund	3,354 10
2410	Mosquito Control District Fund	22,844 28
2420	Indigent Health Care Fund	16,113 28
2841	Juvenile Probation-State Aid	4,377 34
2848	Juv Jst Alt Education Program	650 00
2864	Auto Crimes Task Force Grant	356 86
2914	CDBG Housing Program	1,256,701 96
2915	CDBG Infrastructure Program	1,352 20
3100	County Capital Projects Fund	1,584 36
3120	Limited Tax Cnty Bldg Bds Sr09	240,109 27
3312	Unltd Tax Road Bonds Sr 2009	408,805 83
3315	Galv Causeway RR Bridge Proj	64,579 71
7605	Escrow Fund	13,571 72
	Grand Total:	**2,868,617.01**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Approved Order to pay by Commissioners Court this day June 12 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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356590	702471	ABL MANAGEMENT INC	06/12/12	20,204 09	MW	OH		
A200356591	713428	ABM JANITORIAL SERVICES - SOU	06/12/12	1,470 67	MW	OH		
A200356592	706405	ACHARYA MD PA,SID	06/12/12	148 78	MW	OH		
A200356593	707348	AIRGAS - SOUTHWEST INC	06/12/12	134 66	MW	OH		
A200356594	710243	ALLIGARE LLC	06/12/12	1,455 84	MW	OH		
A200356595	013177	ALVIN EQUIPMENT CO INC	06/12/12	161 16	MW	OH		
A200356596	714413	ALZAFARI, ERIC	06/12/12	239 21	MW	OH		
A200356597	711548	AMERICAN HOMESTAR CORPORATION	06/12/12	31,463 35	MW	OH		
A200356598	711181	AMERICAN RADIOLOGY CONSULTANT	06/12/12	52 93	MW	OH		
A200356599	702478	AMERSON, RODGER DAN	06/12/12	825 00	MW	OH	B7	
A200356600	702478	AMERSON, RODGER DAN	06/12/12	700 00	MW	OH	B7	
A200356601	714562	ANDERSON, MICHAEL	06/12/12	500 00	MW	OH	B7	
A200356602	709784	AT&T MOBILITY	06/12/12	56 47	MW	OH		
A200356603	709331	B & B ICE INC	06/12/12	293 55	MW	OH		
A200356604	021329	BACLIFF MUNICIPAL UTILITY DIS	06/12/12	150 99	MW	OH		
A200356605	712386	BAHEC LLC	06/12/12	667 90	MW	OH		
A200356606	705079	BAKER DISTRIBUTING COMPANY LL	06/12/12	477 50	MW	OH		
A200356607	711300	BARRIER REEF EMERGENCY PHYSIC	06/12/12	331 99	MW	OH		
A200356608	710853	BAY AREA ANESTHESIA SERVICES	06/12/12	144 41	MW	OH		
A200356609	710828	BAY AREA HOUSTON ENDOSCOPY LP	06/12/12	3,295 44	MW	OH		
A200356610	710831	BAY AREA HOUSTON GASTROENTERO	06/12/12	260 62	MW	OH		
A200356611	410207	BEARCOM OPERATING LLC	06/12/12	224 27	MW	OH		
A200356612	431686	BEELER MANSKE CLINIC LLP	06/12/12	474 95	MW	OH		
A200356613	709299	BELL INVESTIGATION COMPANY	06/12/12	1,100 00	MW	OH	B7	
A200356614	401969	BENNETT, JAMES M	06/12/12	650 00	MW	OH	B7	
A200356615	704329	BENSON & ANDERSON LLP	06/12/12	1,217 70	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356616	403751	BERARDINELLI CORREIA, SHAUNA	06/12/12	188 50	MW	OH	B7	
A200356617	712358	BNSF RAILWAY COMPANY	06/12/12	10,275 01	MW	OH		
A200356618	708995	BOLIVAR PENINSULA SPECIAL UTI	06/12/12	1,230 99	MW	OH		
A200356619	704349	BOORSTEIN, BARRY	06/12/12	2,925 00	MW	OH	B7	
A200356620	024240	BROOKSIDE EQUIP SALES INC	06/12/12	397 66	MW	OH		
A200356621	713105	BUCSANYI FAMILY MANAGEMENT CO	06/12/12	291 72	MW	OH		
A200356622	712308	BURGHLI HOMES PROMENADE HOMES	06/12/12	11,081 63	MW	OH		
A200356623	711146	BYRDSON SERVICES LLC	06/12/12	27,121 67	MW	OH		
A200356624	701322	C JOHNNY ON THE SPOT INC	06/12/12	3,069 37	MW	OH		
A200356625	711939	C K G SERVICES LLC	06/12/12	435 00	MW	OH		
A200356626	403704	CALVE GROUP INC, THE	06/12/12	1,233 00	MW	OH	B7	
A200356627	714533	CANDLEWOOD SUITES	06/12/12	94 30	MW	OH		
A200356628	706200	CASTILLO, MARK A	06/12/12	1,098 75	MW	OH	B7	
A200356629	701478	CDW GOVERNMENT INC	06/12/12	4,171 56	MW	OH		
A200356630	706933	CEDRICK L MUHAMMAD PC	06/12/12	2,843 75	MW	OH	B7	
A200356631	407782	CENTERPOINT ENERGY	06/12/12	200 83	MW	OH		
A200356632	708965	CENTURY ASPHALT LTD	06/12/12	3,598 52	MW	OH		
A200356633	713079	CHCA WEST HOUSTON LP	06/12/12	169 66	MW	OH		
A200356634	033985	CITY OF GALVESTON	06/12/12	360 29	MW	OH		
A200356635	033985	CITY OF GALVESTON	06/12/12	27,933 75	MW	OH		
A200356636	033209	CITY OF LA MARQUE	06/12/12	368 37	MW	OH		
A200356637	403085	CITY OF TEXAS CITY	06/12/12	84 95	MW	OH		
A200356638	033290	CLARK, DIANE	06/12/12	5,899 25	MW	OH	B7	
A200356639	712273	CLEMENTS, CLYDE WESLEY	06/12/12	1,760 00	MW	OH	B7	
A200356640	713147	CLINICAL PATHOLOGY LABORATORI	06/12/12	681 04	MW	OH		
A200356641	709601	COASTAL GASTROENOLOGY ASSOCIA	06/12/12	156 24	MW	OH		

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A200356642	709399	COBURN SUPPLY COMPANY INC	06/12/12	32 04	MW	OH		
A200356643	034223	COLTZER, ROBERT G	06/12/12	352 95	MW	OH	B7	
A200356644	714267	COMMUNITY PATHOLOGY ASSOCIATE	06/12/12	318 88	MW	OH		
A200356645	711377	CONMED INC	06/12/12	274,455 33	MW	OH		
A200356646	704229	CONRAD CONSTRUCTION CO LTD	06/12/12	72,357 46	MW	OH		
A200356647	704102	COOPER, CRYSTAL	06/12/12	356 66	MW	OH		
A200356648	410293	CORRECTIONS SOFTWARE CORPORAT	06/12/12	4,378 00	MW	OH		
A200356649	404940	COX, ELAINE	06/12/12	46 07	MW	OH		
A200356650	710604	CPR SERVICES & SUPPLIES INC	06/12/12	1,707 76	MW	OH		
A200356651	709896	CRESCENT ENGINEERING COMPANY	06/12/12	1,351 49	MW	OH		
A200356652	711353	CUNNINGHAM, DEBBIE D	06/12/12	126 64	MW	OH	B7	
A200356653	406688	CURRENT USA INC	06/12/12	287 96	MW	OH		
A200356654	704992	DAHLENBURG, MICHAEL L	06/12/12	97 50	MW	OH	B7	
A200356655	704992	DAHLENBURG, MICHAEL L	06/12/12	97 50	MW	OH	B7	
A200356656	713994	DANESI'S OUTDOOR SERVICES	06/12/12	3,402 00	MW	OH		
A200356657	711809	DAVIS III, NEAL	06/12/12	162 50	MW	OH	B7	
A200356658	406388	DELL MARKETING LP	06/12/12	12,883 06	MW	OH		
A200356659	714251	DIANON SYSTEMS INC	06/12/12	146 44	MW	OH		
A200356660	713177	DIAZ, DEBBIE	06/12/12	214 79	MW	OH		
A200356661	706153	DIAZ, MARK A	06/12/12	682 50	MW	OH	B7	
A200356662	710008	DICKEY, ROCHELL	06/12/12	219 23	MW	OH		
A200356663	710000	DICKEY, WILLIAM SHANE	06/12/12	62 16	MW	OH		
A200356664	043273	DISHER, DAVID A	06/12/12	656 50	MW	OH	B7	
A200356665	402798	DSG INC	06/12/12	1,530 00	MW	OH		
A200356666	045286	DUCOTE, JAMES	06/12/12	214 50	MW	OH	B7	
A200356667	701181	DUCOTE, JEREMY B	06/12/12	8,271 25	MW	OH	B7	

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A200356668	045021	DUES CAMPING CENTER	06/12/12	287 95	MW	OH		
A200356669	707318	EFFINGER, ERIKA	06/12/12	247 53	MW	OH		
A200356670	714274	ELLIS, SABRINA E	06/12/12	200 00	MW	OH	B7	
A200356671	710066	EMILY A FISHER PLLC	06/12/12	150 00	MW	OH	B7	
A200356672	405028	ENTERGY	06/12/12	2,540 65	MW	OH		
A200356673	711189	FANNING AND FANNING PLLC	06/12/12	1,105 00	MW	OH	B7	
A200356674	713629	FASULLO JR MD PA, FRANK J	06/12/12	44 57	MW	OH		
A200356675	410365	FAUS, SALVADOR	06/12/12	4,453 33	MW	OH	B7	
A200356676	407685	FILLINGAME INC	06/12/12	238 00	MW	OH		
A200356677	711019	FINEGAN, SAMUEL K	06/12/12	195 00	MW	OH	B7	
A200356678	708861	FIRETRON INC	06/12/12	1,065 00	MW	OH		
A200356679	703810	FIRST CHOICE POWER	06/12/12	129 28	MW	OH		
A200356680	709477	FISHER, DENA LAURA	06/12/12	455 00	MW	OH	B7	
A200356681	710210	FLEETCOR TECHNOLOGIES DBA CHE	06/12/12	342 77	MW	OH		
A200356682	410399	FOLEY, KERRI	06/12/12	4,140 00	MW	OH	B7	
A200356683	704440	FULK, GEORGE BYRON	06/12/12	2,331 25	MW	OH	B7	
A200356684	713606	FULTON & WELCH ATTORNEYS AT L	06/12/12	471 25	MW	OH	B7	
A200356685	704625	G & K SERVICES	06/12/12	1,656 97	MW	OH		
A200356686	071035	GALVESTON COUNTY BLUEPRINT CO	06/12/12	712 32	MW	OH		
A200356687	406195	GALVESTON COUNTY SHERIFF'S DE	06/12/12	125 00	MW	OH		
A200356688	071175	GALVESTON COUNTY WCID #1	06/12/12	547 43	MW	OH		
A200356689	712404	GALVESTON EYE GROUP PA	06/12/12	65 76	MW	OH		
A200356690	714546	GALVESTON WHARVES	06/12/12	602 77	MW	OH		
A200356691	071746	GARATE, FAITH E	06/12/12	21 09	MW	OH		
A200356692	713551	GASKILL, SUSAN C	06/12/12	245 12	MW	OH		
A200356693	701571	GELB, JEFFREY	06/12/12	195 00	MW	OH	B7	

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A200356694	710407	GERALD R YOAKUM PC	06/12/12	136 50	MW	OH	B7	
A200356695	711006	GI PATHOLOGY PLLC	06/12/12	318 88	MW	OH		
A200356696	714494	GLENN, DORYN DANNER	06/12/12	2,248 00	MW	OH		
A200356697	714494	GLENN, DORYN DANNER	06/12/12	1,424 00	MW	OH		
A200356698	706411	GREATER HOUSTON EMERGENCY PHY	06/12/12	1,382 37	MW	OH		
A200356699	706411	GREATER HOUSTON EMERGENCY PHY	06/12/12	79 62	MW	OH		
A200356700	710992	GULDE MD PA, JANIS	06/12/12	754 11	MW	OH		
A200356701	704506	GULF COAST COMPLETE MARINE SE	06/12/12	357 47	MW	OH		
A200356702	700466	HALFF ASSOCIATES	06/12/12	10,484 59	MW	OH		
A200356703	701961	HARDY, CHARLOTTE L	06/12/12	265 85	MW	OH		
A200356704	713916	HARRIS EMERGENCY MEDICINE ASS	06/12/12	79 62	MW	OH		
A200356705	714263	HEERMANS, THOMAS MATHEW	06/12/12	341 25	MW	OH	B7	
A200356706	431294	HENDERSON, ANTHONY	06/12/12	225 33	MW	OH		
A200356707	406612	HERNANDEZ, CARLOS	06/12/12	144 30	MW	OH		
A200356708	710047	HERNANDEZ, SUSAN	06/12/12	27 20	MW	OH		
A200356709	403480	HERRING JR, MATTHEW	06/12/12	96 57	MW	OH		
A200356710	710193	HI-WAY EQUIPMENT COMPANY LLC	06/12/12	433 05	MW	OH		
A200356711	083501	HINDMAN, MARGARET	06/12/12	1,690 00	MW	OH	B7	
A200356712	710709	HOGAN, DWANETTE	06/12/12	508 94	MW	OH		
A200356713	705825	HOUSTON STAMP AND STENCIL CO	06/12/12	62 95	MW	OH		
A200356714	701822	HTI LTD	06/12/12	3,914 03	MW	OH		
A200356715	705379	HUGH PATRICK CONSTRUCTORS	06/12/12	99,769 95	MW	OH		
A200356716	706976	HVAC MECHANICAL SERVICES OF T	06/12/12	6,855 67	MW	OH		
A200356717	707488	IBRAHIM & ELLIOTT LLP	06/12/12	276 25	MW	OH	B7	
A200356718	707488	IBRAHIM & ELLIOTT LLP	06/12/12	1,023 75	MW	OH	B7	
A200356719	703727	INFOSAT COMMUNICATIONS	06/12/12	43 60	MW	OH		

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A200356720	409674	INFOSOL INC	06/12/12	10,320 00	MW	OH		
A200356721	701901	J W KELSO COMPANY INC	06/12/12	212,804 05	MW	OH		
A200356722	701901	J W KELSO COMPANY INC	06/12/12	219,020 83	MW	OH		
A200356723	711917	J C CANTERA HOMES INC	06/12/12	9,000 00	MW	OH		
A200356724	407630	JACKSON, CALVIN C	06/12/12	1,365 00	MW	OH	B7	
A200356725	409049	JAHN-GALVESTON INSURANCE AGEN	06/12/12	10,201 00	MW	OH		
A200356726	400471	JOE AGUIRRE TILE INC	06/12/12	3,785 75	MW	OH		
A200356727	701979	JONES LAW FIRM	06/12/12	357 50	MW	OH	B7	
A200356728	705849	JONES, CHARLOTTE	06/12/12	189 81	MW	OH		
A200356729	701243	JONES, STACEY LEE	06/12/12	552 50	MW	OH	B7	
A200356730	701243	JONES, STACEY LEE	06/12/12	7,442 50	MW	OH	B7	
A200356731	405344	KENNIE, MARGARET	06/12/12	1,300 00	MW	OH		
A200356732	700067	KILGORE, JEFFREY A	06/12/12	250 00	MW	OH	B7	
A200356733	402386	KLEEN JANITORIAL SUPPLY COMPA	06/12/12	403 16	MW	OH		
A200356734	710415	KLEEN KUT LANDSCAPE SERVICE	06/12/12	11,300 00	MW	OH		
A200356735	113100	KLOTZ ASSOC INC	06/12/12	8,452 83	MW	OH		
A200356736	114041	KROGER CO, THE	06/12/12	134 97	MW	OH		
A200356737	407886	LABORATORY CORPORATION OF AME	06/12/12	658 26	MW	OH		
A200356738	711461	LAJJA NEUROLOGY ASSOCIATION	06/12/12	44 11	MW	OH		
A200356739	711705	LARSON, FAITH	06/12/12	261 41	MW	OH		
A200356740	712831	LAW OFFICE OF ALEX BILL III	06/12/12	487 50	MW	OH	B7	
A200356741	711352	LAW OFFICE OF CHRISTOPHER JOH	06/12/12	350 00	MW	OH	B7	
A200356742	704053	LAW OFFICE OF LANELLE O'CONNE	06/12/12	1,800 00	MW	OH	B7	
A200356743	711543	LAW OFFICE OF MICHAEL RUSSO P	06/12/12	601 25	MW	OH	B7	
A200356744	706605	LAW OFFICE OF MICHELE BASSETT	06/12/12	993 75	MW	OH	B7	
A200356745	713605	LAW OFFICE OF PHILLIP M DAVI	06/12/12	195 00	MW	OH	B7	

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A200356746	713255	LAW OFFICES OF D CHRIS HESSE	06/12/12	487 50	MW	OH	B7	
A200356747	713255	LAW OFFICES OF D CHRIS HESSE	06/12/12	2,242 50	MW	OH	B7	
A200356748	403281	LAW OFFICES OF DAVID P WALKER	06/12/12	338 00	MW	OH	B7	
A200356749	705777	LEATHERS, BILL	06/12/12	926 25	MW	OH	B7	
A200356750	701436	LEBOEUF, JOANNIE M	06/12/12	108 75	MW	OH		
A200356751	712137	LEOPOLOS, TRAVIS	06/12/12	12 98	MW	OH		
A200356752	708867	LEWIS MD, BEVERLY GUILLORY	06/12/12	98 98	MW	OH		
A200356753	709067	LIBERTY TIRE RECYCLING LLC	06/12/12	3,000 00	MW	OH		
A200356754	123026	LIGGIOS TIRE AND SERVICE CENT	06/12/12	2,875 16	MW	OH		
A200356755	707090	LINEBARGER GOGGAN BLAIR & SAM	06/12/12	3,745 39	MW	OH		
A200356756	707090	LINEBARGER GOGGAN BLAIR & SAM	06/12/12	3,486 18	MW	OH		
A200356757	702994	LISTER PLUMBING	06/12/12	4,809 30	MW	OH		
A200356758	714286	LONE STAR MOVING CO	06/12/12	1,275 00	MW	OH		
A200356759	711912	M BRUCE FORT PC	06/12/12	435 50	MW	OH	B7	
A200356760	709123	M FOX CURL AND ASSOCIATES PC	06/12/12	1,555 45	MW	OH	B7	
A200356761	701940	MABES HAULING	06/12/12	90 00	MW	OH		
A200356762	131540	MAINLAND PHARMACY	06/12/12	896 77	MW	OH		
A200356763	706284	MAINLAND PULMONARY ASSOCIATES	06/12/12	818 04	MW	OH		
A200356764	709125	MALONEY & PARKS LLP	06/12/12	390 00	MW	OH	B7	
A200356765	701730	MARKETING SPECIALTIES INC	06/12/12	1,354 30	MW	OH		
A200356766	705312	MARTY'S CITY AUTO INC	06/12/12	220 00	MW	OH		
A200356767	705424	MASTER WORD SERVICE INC	06/12/12	16,752 19	MW	OH		
A200356768	407317	MATHESON TRI-GAS INC	06/12/12	217 91	MW	OH		
A200356769	400252	MAXWELL, BONITA G	06/12/12	210 90	MW	OH		
A200356770	404930	MCCARNES, LOIS	06/12/12	1,218 75	MW	OH	B7	
A200356771	704809	MCCUMBER, JUDGE KATHLEEN	06/12/12	129 87	MW	OH		

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A200356772	136689	MCLEOD ALEXANDER POWEL & APFF	06/12/12	3,152 50	MW	OH	B7	
A200356773	708527	MCNAIR, COREY	06/12/12	137 09	MW	OH		
A200356774	709045	MEIER, SHARON K	06/12/12	156 00	MW	OH	B7	
A200356775	713385	MEMORIAL PATHOLOGY CONSULTANT	06/12/12	234 68	MW	OH		
A200356776	404466	MEMORIAL RADIOLOGY ASSOCIATES	06/12/12	82 07	MW	OH		
A200356777	712341	METRO CITY CONSTRUCTION LP	06/12/12	201,534 75	MW	OH		
A200356778	706712	MICRONICHE INC	06/12/12	500 00	MW	OH		
A200356779	711805	MILLER, ROBERT DAVID	06/12/12	2,226 25	MW	OH	B7	
A200356780	404921	MILLS SHIRLEY LLP	06/12/12	375 00	MW	OH	B7	
A200356781	032250	MITCHELL CHUOKE PLUMBING CO	06/12/12	11,394 30	MW	OH		
A200356782	711531	MJ BABA MD PA	06/12/12	119 90	MW	OH		
A200356783	707294	MODJESKI AND MASTERS INC	06/12/12	53,701 93	MW	OH		
A200356784	710357	MORRIS, PHILLIP W	06/12/12	455 00	MW	OH	B7	
A200356785	405987	MUELLER, DINAH J	06/12/12	338 00	MW	OH	B7	
A200356786	193151	MUNICIPAL SIGNS INC	06/12/12	596 60	MW	OH		
A200356787	712990	MURRAY, JASON	06/12/12	3,294 82	MW	OH		
A200356788	712990	MURRAY, JASON	06/12/12	11,041 00	MW	OH		
A200356789	406192	MUSTANG RENTAL SERVICES INC	06/12/12	13,367 29	MW	OH		
A200356790	714335	NAGORSKI, PATRICK E	06/12/12	308 75	MW	OH	B7	
A200356791	705888	NAJER, MAURICE	06/12/12	195 00	MW	OH	B7	
A200356792	714412	NAVY, MONICA	06/12/12	326 90	MW	OH		
A200356793	713518	NELSON, ERIK ANDREW	06/12/12	373 75	MW	OH	B7	
A200356794	400707	NICKELSON, LINDA J	06/12/12	461 50	MW	OH	B7	
A200356795	144261	NORRIS, BRENT T	06/12/12	125 99	MW	OH		
A200356796	710551	NORVAREM, S A U	06/12/12	2 786 95	MW	OH		
A200356797	711213	NRG ENERGY INC	06/12/12	446 08	MW	OH		

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A200356798	711213	NRG ENERGY INC	06/12/12	67 35	MW	OH		
A200356799	713699	OLALEKAN, JAMES	06/12/12	150 41	MW	OH		
A200356800	703084	OMNI BASE SERVICES INC	06/12/12	1,398 00	MW	OH		
A200356801	711861	ONE 80 LONESTAR LLC	06/12/12	5,482 45	MW	OH		
A200356802	706281	ORTHOPEDIC CLINIC OF GALVESTO	06/12/12	913 62	MW	OH		
A200356803	710160	ORTIZ-TAING LAW FIRM PC	06/12/12	734 50	MW	OH	B7	
A200356804	155036	OZARKA NATURAL SPRING WATER	06/12/12	277 48	MW	OH		
A200356805	409712	PARISH, ERVIN R	06/12/12	218 12	MW	OH		
A200356806	409788	PAT'S DEMOLITION AND DEBRIS R	06/12/12	839 62	MW	OH		
A200356807	706418	PATIENT'S ANESTHESIA GROUP PA	06/12/12	1,946 71	MW	OH		
A200356808	705136	PENINSULA SANITATION SERVICE	06/12/12	1,890 00	MW	OH		
A200356809	709286	PESTMASTER SERVICES INC	06/12/12	3,465 08	MW	OH		
A200356810	709286	PESTMASTER SERVICES INC	06/12/12	50 40	MW	OH		
A200356811	714516	POOR, FREDDIE	06/12/12	3,950 60	MW	OH		
A200356812	706618	PROLINE MATERIALS INC	06/12/12	11,577 32	MW	OH		
A200356813	711312	QUEST DIAGNOSTICS CLINICAL LA	06/12/12	781 44	MW	OH		
A200356814	055012	R B EVERETT & CO	06/12/12	25 16	MW	OH		
A200356815	032318	R C CHUOKE & ASSOCIATES INC	06/12/12	14,750 00	MW	OH		
A200356816	410560	R M SILKSCREEN	06/12/12	225 00	MW	OH		
A200356817	712886	R W LUCAS CONSTRUCTION LLC	06/12/12	2,185 00	MW	OH		
A200356818	712886	R W LUCAS CONSTRUCTION LLC	06/12/12	101,226 20	MW	OH		
A200356819	709160	RADELAT, PAUL B	06/12/12	1,500 00	MW	OH	B7	
A200356820	707699	RAMIREZ, TANYA E	06/12/12	3,862 50	MW	OH		
A200356821	713716	RODRIGUEZ, VANESSA	06/12/12	84 36	MW	OH		
A200356822	711814	ROGERS, PHOENIX	06/12/12	102 84	MW	OH		
A200356823	712827	ROMERO LAW FIRM PC	06/12/12	180 00	MW	OH	B7	

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A200356824	706328	ROSEMON, VANESSA R	06/12/12	101 57	MW	OH		
A200356825	184069	ROSENBERG LIBRARY	06/12/12	45,083 33	MW	OH		
A200356826	713415	ROWE, WALTER	06/12/12	650 00	MW	OH		
A200356827	710577	RUSSELL, GREG	06/12/12	7,362 03	MW	OH	B7	
A200356828	403785	SAENZ, ALVIN N	06/12/12	1,885 00	MW	OH	B7	
A200356829	401775	SAFETY KLEEN CORP	06/12/12	274 50	MW	OH		
A200356830	711244	SALINSKY LAW OFFICES	06/12/12	350 00	MW	OH	B7	
A200356831	191106	SAN LEON MUNICIPAL UTILITY DI	06/12/12	94 90	MW	OH		
A200356832	400133	SANDERS, EARNESTINE LYNCH	06/12/12	58 83	MW	OH		
A200356833	191023	SANTA FE AUTO PARTS INC	06/12/12	2,890 30	MW	OH		
A200356834	700001	SANTA FE SENIOR CITIZENS COUN	06/12/12	1,000 00	MW	OH		
A200356835	192088	SEABREEZE CULVERT INC	06/12/12	815 00	MW	OH		
A200356836	711834	SEARS & BENNETT LLP	06/12/12	1,040 00	MW	OH	B7	
A200356837	192146	SEASIDE ENTERPRISES INC	06/12/12	11 37	MW	OH		
A200356838	714353	SHARP-MARX, KATHLEEN	06/12/12	1,800 00	MW	OH	B7	
A200356839	134221	SHEARN MOODY PLAZA CORP	06/12/12	52,119 18	MW	OH		
A200356840	711193	SHELMARK ENGINEERING L L C	06/12/12	1,200 00	MW	OH		
A200356841	405858	SHELTERING HARBOUR	06/12/12	2,981 27	MW	OH		
A200356842	703308	SHI GOVT SOLUTIONS	06/12/12	16,789 25	MW	OH		
A200356843	706313	SKUFCA, RICHARD	06/12/12	30 53	MW	OH		
A200356844	430754	SMITH, JAMES DENNIS	06/12/12	1,105 00	MW	OH	B7	
A200356845	402266	SMITH, PATRICIA	06/12/12	40 15	MW	OH		
A200356846	701326	SOUTHERN COMPUTER WAREHOUSE	06/12/12	305 81	MW	OH		
A200356847	711766	SOUTHWASTE DISPOSAL LLC	06/12/12	250 00	MW	OH		
A200356848	713129	SOUTHWEST T & I INC	06/12/12	406 00	MW	OH		
A200356849	712259	SPACE CITY ANESTHESIA	06/12/12	487 39	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356850	707013	STACEY VALDEZ & ASSOCIATES PL	06/12/12	1,397 50	MW	OH	B7	
A200356851	409104	STEVE'S WAREHOUSE TIRES	06/12/12	15 00	MW	OH		
A200356852	194514	STEVENS, MARK W	06/12/12	6,198 00	MW	OH	B7	
A200356853	709091	STICKLER TOMMY JAMES	06/12/12	520 00	MW	OH	B7	
A200356854	708715	STREAM ENERGY	06/12/12	94 38	MW	OH		
A200356855	711234	SULLIVAN LAND SERVICES LTD	06/12/12	641,608 37	MW	OH		
A200356856	713229	SULLIVAN MISTY	06/12/12	474 53	MW	OH		
A200356857	712040	SUMMERLIN LAW FIRM PLLC	06/12/12	2,063 75	MW	OH	B7	
A200356858	405722	SUN COAST RESOURCES INC	06/12/12	33,020 83	MW	OH		
A200356859	711926	TEGRITY HOMES LLC	06/12/12	66,073 95	MW	OH		
A200356860	202671	TEXAS ASSOCIATION OF COUNTIES	06/12/12	200 00	MW	OH		
A200356861	708583	TEXAS LAW & PSYCHIATRY PLLC	06/12/12	3,600 00	MW	OH	MH	
A200356862	708583	TEXAS LAW & PSYCHIATRY PLLC	06/12/12	3,600 00	MW	OH	MH	
A200356863	202267	TEXAS PARKS AND WILDLIFE DEPT	06/12/12	3,214 90	MW	OH		
A200356864	202267	TEXAS PARKS AND WILDLIFE DEPT	06/12/12	1,713 40	MW	OH		
A200356865	710228	THOMPSON, SHELLY	06/12/12	194 25	MW	OH		
A200356866	700583	TORRES, ROBERTO	06/12/12	568 75	MW	OH	B7	
A200356867	700583	TORRES, ROBERTO	06/12/12	438 75	MW	OH	B7	
A200356868	700925	TRAVIS COUNTY	06/12/12	399 00	MW	OH		
A200356869	700925	TRAVIS COUNTY	06/12/12	1,197 00	MW	OH		
A200356870	204479	TREASURE ISLAND TROPHIES	06/12/12	270 00	MW	OH		
A200356871	711566	TREVINO, ISMAEL	06/12/12	1,137 25	MW	OH	B7	
A200356872	204149	TRUSCOTT, HELEN STEWART	06/12/12	1,709 50	MW	OH	B7	
A200356873	710161	TUBING AND METRICS HYDRAULICS	06/12/12	169 04	MW	OH		
A200356874	405980	TURMAN AND ASSOCIATES INC	06/12/12	1,009 30	MW	OH	B7	
A200356875	703929	TXU ENERGY RETAIL COMPANY LP	06/12/12	325 69	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356876	710373	UNGER & HERSHKOWITZ	06/12/12	9,256 00	MW	OH	B7	
A200356877	703255	UNIQUE DIGITAL TECHNOLOGY INC	06/12/12	14,286 50	MW	OH		
A200356878	712314	URBAN CONCRETE CONTRACTORS LT	06/12/12	49,492 43	MW	OH		
A200356879	402812	UTMB	06/12/12	1,600 00	MW	OH		
A200356880	709039	VICKERY, KAY	06/12/12	37 46	MW	OH		
A200356881	702057	WALKER, MARGARET W	06/12/12	250 00	MW	OH	B7	
A200356882	231209	WALMART	06/12/12	775 87	MW	OH		
A200356883	402963	WASTE MANAGEMENT INC	06/12/12	9,233 13	MW	OH		
A200356884	712330	WATKINS, GENE ANTONE	06/12/12	195 00	MW	OH	B7	
A200356885	701863	WEBER, WINIFRED B	06/12/12	308 75	MW	OH	B7	
A200356886	701533	WEST PUBLISHING CORPORATION	06/12/12	84 00	MW	OH		
A200356887	713226	WESTERN EXTERMINATOR COMPANY	06/12/12	22,044 00	MW	OH		
A200356888	712638	WILSON, JOCELYN	06/12/12	673 22	MW	OH		
A200356889	711999	WILSON, TARA L	06/12/12	126 64	MW	OH	B7	
A200356890	712998	ZENDEH DEL AND ASSOCIATES PLL	06/12/12	950 00	MW	OH	B7	
A200356891	711209	ZOLL, ERIKA SUSAN	06/12/12	162 50	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	2749,698 51	Number of Checks Processed	302
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	2749,698 51		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000427	714252	CLASSIC AUTOPLEX GALVESTON	06/12/12	1,163 86	CX	OH		
F600000428	711931	DSW HOMES LLC	06/12/12	93,011 88	CX	OH		
F600000429	071118	GALVESTON NEWSPAPERS INC	06/12/12	18,715 41	CX	OH		
F600000430	705097	LONE STAR UNIFORMS INC	06/12/12	6,027 35	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	118,918 50	Number of Checks Processed	4
S U B T O T A L	118,918 50		

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

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	2749,698 51	Number of Checks Processed	302
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	118,918 50	Number of Checks Processed	4
G R A N D T O T A L	2868,617 01		

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Invoice Number	Account Info		Amount
FUND: 2841 Juvenile Probation-State Aid			
Warrant #: VW 00356893	**Payee Name: GEN-DIAGNOSTICS INC**		
33856 03132012	2841256110 - 5412301	State Aid Grant A - Drug Screening	804 25
		Warrant Total:	**804.25**
		FUND 2841 TOTAL:	**804.25**
FUND: 2914 CDBG Housing Program			
Warrant #: VW 00356892	**Payee Name: BGB INTERESTS LP**		
11569RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	12,680 83
12212RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,205 12
		Warrant Total:	**23,885.95**
Warrant #: VW 00356894	**Payee Name: J W KELSO COMPANY INC**		
213119	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	50,014 42
		Warrant Total:	**50,014.42**
		FUND 2914 TOTAL:	**73,900.37**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 06/12/2012

Approved Order to pay by Commissioners Court this day June 12, 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:

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

By: Brandy Chapman Deputy

Brandy Chapman

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356892	711795	BGB INTERESTS LP	06/12/12	23,885 95	MW	OH		
A200356893	709672	GEN-DIAGNOSTICS INC	06/12/12	804 25	MW	OH		
A200356894	701901	J W KELSO COMPANY INC	06/12/12	50,014 42	MW	OH		

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	74,704 62	Number of Checks Processed	3
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
G R A N D T O T A L	74,704 62		

AGENDA ITEM #1b

ORDER

On this the 12th day of June 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 June 6, 2012 and being salary warrant numbers **PY0333558 through PY0333586 and EFT90335661 through EFT90336932.** The gross amount of such warrants are estimated **$2,824,946.01 for Biweekly Payroll #12.**

UPON MOTION OF COUNTY [redacted] JUDGE HENRY AND SECONDED

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 12TH DAY

OF JUNE, 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

RECOMMENDED:

Cliff Billingsley, CPA
County Auditor

ORDER

On this the 12th day of June 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 June 6, 2012 and being salary warrant numbers **PY0333587 through PY0333701.** The gross amount of such warrants are estimated· **$146,521.62 for Biweekly Supplemental Payroll #712, 2012 Election Payroll.**

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

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 12TH DAY

OF JUNE, 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

RECOMMENDED:

Cliff Billingsley, CPA
County Auditor

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 5/24/2012 thru 6/6/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
111104	County Commissioner-Pct 4	GARCIA, NOEMI R	PTNH	500 ADMIN ASSISTANT	5/29/2012		12A1	$15,028	14 45 H	APPOINTMENT
114000	County Clerk	CAHILL, TRISTAN W	FTBE	4 SR DEPUTY COUNTY		6/3/2012	17A1	$38,487	1,480 27 B	TERMINATION
114030	Election Expense	SARGENT, WILLIAM K	FTBE	3 CHIEF DEP CO	5/30/2012		22H1	$64 641	2,486 23 B	REASSIGNMENT
114030	Election Expense	WILLIAMS, MARGARET S	FTBE	4 ASST ELECTION ADMIN/BIL	5/30/2012		18D1	$43,544	1,674 79 B	REASSIGNMENT
114030	Election Expense	BAIGEN, JUAN	PTEL	500 ELECTION WORKER-TEMP	5/24/2012		0000	$10,400	10 00 H	APPOINTMENT
126100	District Clerk	GOATEE, CHRISTINA L	FTBE	520 COURT CLERK COORDINATOR		5/25/2012	14A1	$33,187	1,276 43 B	TERMINATION
126100	District Clerk	APFFEL, DARRELL BLAKE	PTNH	523 COURT CLERK COORDINATOR	6/6/2012		14A1	$33,176	31 90 H	APPOINTMENT
127100	District Attorney	BUSS ROBERT G	FTBE	26 SENIOR ASST DIST ATTORNEY	5/29/2012		22B1	$55,740	2 143 87 B	REASSIGNMENT
127100	District Attorney	HAMMOCK KRISTI L	FTBE	46 LEGAL ADMIN ASST/CPS COORD		5/25/2012	12A1	$30,065	1 156 38 B	TERMINATION
127100	District Attorney	HENDERSON, TANIYA A	FTBE	25 ASSISTANT DISTRICT ATTORNEY	5/29/2012		22B1	$55,740	2,143 87 B	
127100	District Attorney	OGDEN KELLY A	FTBE	43 FRAUD EXAMINER	5/29/2012		21B1	$50,498	1,942 24 B	APPOINTMENT
127100	District Attorney	VANDEAVER, KACEY B	FTBE	55 ASSISTANT DISTRICT ATTORNEY	5/29/2012		22A1	$54,381	2 091 58 B	APPOINTMENT
127100	District Attorney	WASHINGTON, TIRRELL P	FTBE	83 ASSISTANT DISTRICT ATTORNEY	5/29/2012		22C1	$57,133	2,197 46 B	PROMOTION
151400	Professional Services	FOSTER, NICHOLAS	FTBE	407 CDBG PROJECT COORDINATOR	6/4/2012		25L1	$95 961	3,690 82 B	APPOINTMENT
151480	Road District #1	NEWLAND SR, JOHN A	FTBH	6 SENIOR TOLL COLLECTOR		5/24/2012	12H1	$32,385	15 57 H	TERMINATION
151500	Tax Assessor/Collector	BELL, PATRICIA G	FTBE	10 CUSTOMER SERVICE REP		6/6/2012	09A1	$25,925	997 14 B	TERMINATION
151500	Tax Assessor/Collector	CLAYTON, CHIQUETTER T	FTBE	12 CUSTOMER SERVICE SPECIALIST	6/1/2012		13A1	$31,587	1 214 92 B	APPOINTMENT
151500	Tax Assessor/Collector	GILBERT, AMANDA M	FTBE	21 ACCT TECH II	5/24/2012		13A1	$31,587	1,214 92 B	CORRECTION
159100	Information Technology	ALLEN, JJ	FTBE	51 ADMINISTRATIVE	6/6/2012		18E1	$44,632	1,716 65 B	REORG
159100	Information Technology	BADGER, JOSEPH C	FTBE	53 TECHNICAL SUPPORT	6/6/2012		16A1	$36,632	1,408 94 B	REORG
159100	Information Technology	BENTLEY, CHRISTOPHER	FTBE	28 DATA CTR& DISASTER REC	6/6/2012		23M1	$80,728	3,104 96 B	REORG
159100	Information Technology	BRANNEN DAVID L	FTBE	27 APPLICATIONS SUPPORT SPEC II	6/6/2012		22E1	$60,026	2,308 71 B	REORG
159100	Information Technology	CALDERA CARLOS	FTBE	31 DATABSE ADMINISTRATOR	6/6/2012		21C1	$51,760	1,990 79 B	REORG
159100	Information Technology	CLARKE JOHN G	FTBE	32 APPLICATIONS/INFRAS	6/6/2012		25G1	$84 815	3 262 15 B	REORG

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 5/24/2012 thru 6/6/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
159100	Information Technology	FLEMENTO, JELEAN M	FTBE	11 SHAREPOINT/ONBASE	6/6/2012		20E1	$49 266	1,894 87 B	REORG
159100	Information Technology	ELLIS RYAN J	FTBE	20 SYSTEM ARCHITECT	6/6/2012		22A1	$54 381	2 091 58 B	REORG
159100	Information Technology	FITE CAROLYN M	FTBE	16 CUSTOMER SUPPORT MANAGER	6/6/2012		25G1	$84,815	3,262 15 B	REORG
159100	Information Technology	FITE, LACEY D	FTBE	3 ADMINISTRATIVE ASSISTANT	6/6/2012		12C1	$31,587	1,214 92 B	REORG
159100	Information Technology	GALINDO, REBECCA R	FTBE	46 SYSTEMS ADMINISTRATOR	6/6/2012		23E1	$66 257	2,548 38 B	REORG
159100	Information Technology	GEE, KATINA M	FTBE	47 CUSTOMER SERVICE	6/6/2012		16N1	$50,498	1,942 24 B	REORG
159100	Information Technology	GRIGORIEV, VLADISLAV	FTBE	25 APPLICATIONS SUPPORT SPEC I	6/6/2012		20E1	$49,266	1,894 87 B	REORG
159100	Information Technology	HOLMES III, ROBERT D	FTBE	24 VOICE/DATA INFRASTRUCTURE	6/6/2012		22C1	$57,133	2,197 46 B	REORG
159100	Information Technology	JOHNSON, RICHARD J	FTBE	34 CUSTOMER SERVICE	6/6/2012		23M1	$80,728	3,104 96 B	REORG
159100	Information Technology	KELLY, LANEISHA K	FTBE	12 IT ASSET CONTROL	6/6/2012		20B1	$45,748	1,759 57 B	REORG
159100	Information Technology	KURUVILLA, THOMAS	FTBE	13 DATABASE ADMINISTRATOR II	6/6/2012		22O1	$76,838	2,955 34 B	REORG
159100	Information Technology	LARA JR, BENJAMIN	FTBE	6 CUST SUPPORT TECH I	6/6/2012		13C1	$33,187	1,276 43 B	REORG
159100	Information Technology	MEREDITH, SARA K	FTBE	18 SYSTEMS ADMINISTRATOR-IFAS	6/6/2012		22P1	$78,759	3,029 23 B	REORG
159100	Information Technology	MICHAELS, LAUREN E	FTBE	48 ADMINISTRATIVE ASSISTANT	6/6/2012		12C1	$31,587	1,214 92 B	REORG
159100	Information Technology	NICHOLS, CHARLOTTE R	FTBE	9 SYSTEMS ADMIN	6/6/2012		21G1	$57,133	2,197 46 B	REORG
159100	Information Technology	OWENS, MICHAEL D	FTBE	7 APPLICATIONS SUPPORT SPEC I	6/6/2012		20E1	$49,266	1,894 87 B	REORG
159100	Information Technology	PEREZ, CLAUDIA A	FTBE	17 SERVER COORDINATOR	6/6/2012		22N1	$74,964	2,883 26 B	REORG
159100	Information Technology	QUINTANILLA MIGUEL	FTBE	33 NETWORK SUPPORT SPECIALIST	6/6/2012		20C1	$46,892	1,803 56 B	REORG
159100	Information Technology	REAVES, LEBERT A	FTBE	14 SYSTEMS	6/6/2012		21E1	$54,381	2 091 58 B	REORG
159100	Information Technology	RICHARDSON JOSHUA D	FTBE	39 TECHNICAL SUPPORT	6/6/2012		16C1	$38,487	1 480 27 B	REORG
159100	Information Technology	SIMPSON, SHERMAN E	FTBE	50 FLEET MAINTENANCE SUPPORT	6/6/2012		13A1	$31,587	1,214 92 B	REORG
159100	Information Technology	SMITH, DAVID L	FTBE	35 TECHNICIAL SUPPORT SPEC	6/6/2012		17L1	$50,498	1,942 24 B	REORG
159100	Information Technology	SMITH, ROY G	FTBE	52 TECHNICAL SUPPORT	6/6/2012		16C1	$38,487	1,480 27 B	REORG
159100	Information Technology	TOVAR ALVARO	FTBE	45 TECHNICAL SUPPORT	6/6/2012		16C1	$38,487	1,480 27 B	REORG
159100	Information Technology	WELLS, MARY H	FTBE	40 TELEPHONE OPERATOR & MAIL	6/6/2012		09F1	$29,332	1,128 18 B	REORG
159100	Information Technology	WILKS, ANGELA D	FTBE	10 APPLICATIONS SUPPORT SPEC I	6/6/2012		20C1	$46,892	1,803 56 B	REORG
159100	Information Technology	WILLIAMS, RHUA D	FTBE	59 SHAREPOINT/ONBASE ADMIN	6/6/2012		20E1	$49,266	1,894 87 B	REORG
211133	Corrections-Sheriff	ASHTON, JOSHUA S	FTBE	265 DEPUTY II		6/4/2012	14G1	$38,487	1,480 27 B	TERMINATION
211133	Corrections-Sheriff	BERG, RONALD P	FTBE	112 DEPUTY I	5/26/2012		13D1	$34,016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	BOHN, PAUL A	FTBE	275 DEPUTY I	5/26/2012		13D1	$34,016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	FEYE JAMES G	FTBE	150 ENTRY LEVEL		5/30/2012	12D1	$32 377	1,245 30 B	TERMINATION

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period . 5/24/2012 thru 6/6/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	HICKMAN FELICIA E	FTBE	293 DEPUTY IV (BAILIFFS)	5/24/2012		16H1	$43 544	1,674 79 B	CAREER LADDER
211133	Corrections-Sheriff	HOUGHTON JUSTIN D	FTBE	144 DEPUTY I		6/1/2012	13D1	$34 016	1 308 34 B	TERMINATION
211133	Corrections-Sheriff	JACKSON, KAREN D	FTBE	60 DEPUTY I		5/26/2012	13D1	$34,016	1,308 34 B	TERMINATION
211133	Corrections-Sheriff	KIRKLAND AARON R	FTBE	283 DEPUTY I	5/26/2012		13D1	$34,016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	MARQUEZ, JOSE M	FTBE	220 DEPUTY I	5/26/2012		13D1	$34 016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	MARTINEZ, OMAR A	FTBE	159 DEPUTY I	5/26/2012		13D1	$34,016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	MELCHOR, PEDRO M	FTBE	68 DEPUTY I	5/26/2012		13D1	$34,016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	POPOVICH, JONATHAN D	FTBE	163 DEPUTY I	5/26/2012		13D1	$34,016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	QUINTANILLA, AMANDA	FTBE	133 DEPUTY I	5/26/2012		13D1	$34,016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	WELCH, PAULA A	FTBE	66 DEPUTY II	5/24/2012		14G1	$38,487	1,480 27 B	CAREER LADDER
211133	Corrections-Sheriff	YOST, KENNETH H	FTBE	113 DEPUTY II	5/24/2012		14G1	$38,487	1,480 27 B	CAREER LADDER
211133	Corrections-Sheriff	YOUNG, JASON S	FTBE	149 DEPUTY I		5/27/2012	13D1	$34,016	1,308 34 B	TERMINATION
211133	Corrections-Sheriff	BLOT, DARWON CARRIEL	PTNH	501 DEPUTY I	5/27/2012		13D1		0 00 H	TRANSFER
211143	Patrol Division	DEVILLIER, KERMIT J	FTBE	8 DEPUTY II	5/24/2012	5/25/2012	14G1	$38,487	1,480 27 B	TERMINATION
211150	Warrant's - Sheriff's	PERKINS, GLORIA Y	FTBE	19 WARRANT CLERK		5/31/2012	09D1	$27 919	1 073 81 B	TERMINATION
256110	State Aid Grant A	VALDIVIA, CINDY M	FTBE	473 JUVENILE PROBATION OFCR	5/29/2012		1600	$39,100	1,503 86 B	APPOINTMENT
312120	F M Lateral Road	FUENTES SR, DAVID J	FTBE	49 HEAVY EQUIPMENT OPERATOR I		6/4/2012	09A1	$25,925	997 14 B	TERMINATION
411100	Mosquito Control District	ORTIZ, MICHAEL	PTNH	501 SPRAY OPERATOR-TEMP	5/31/2012		0000	$27,238	13 09 H	APPOINTMENT
451110	Senior Citizens Program	COSTON, CAROLYN B	PTBE	13 ACTIVITY ASST-DICKINSON		5/30/2012	02C1	$9,638	370 72 B	TERMINATION
522020	Parks Division	HEARNE, EARL	FTBE	3 ADMINISTRATIVE SERVICES		5/31/2012	21N1	$67,914	2,612 09 B	TERMINATION
522020	Parks Division	ANDERSON, CAROLYN J	PTBE	102 CUSTOMER SERV ATTENDANT		5/30/2012	02D1	$9,880	380 00 B	TERMINATION
610200	County Extension	MAGGIOLINO,	PTNH	505 ADMINISTRATIVE	5/31/2012		12C1	$15,797	15 19 H	REASSIGNMENT

* Rate Type H = Hourly, B = Biweekly Salary

AGENDA ITEM #1c

Galveston County Texas (06/08)

COUNTY FUNDS INDEMNIFICATION REQUEST FORM

TO BE COMPLETED BY DEPARTMENT

Official's Name: James W. Woltz	Current Date: 5-22-12	Amount of Loss: $57.00
Department/Division Name: Justice Court Pct. 8-2	Date of Loss: 5-15-07	Police Report Attached? ☐ Yes ☒ No

Commissioners Court
Galveston County Texas
Local Government Code §157.903 authorizes the commissioners court of a county by order to provide for the indemnification of an elected or appointed county officer against personal liability for the loss of county funds or loss of or damage to personal property incurred by the officer in the performance of official duties if the loss was not the result of the officer's negligence or criminal action. Therefore I respectfully request Commissioners Court to approve this indemnification request and authorize the Galveston County Auditor to charge off the above amount of County funds or property, which have been determined to be missing or stolen.

Cause for Loss (Attach additional sheet if necessary)

NSF check from County Sheriff deposited in bond account Distributions from our account then bounced (see attachments)

Current Internal Controls (Attach additional sheet if necessary)

Waiting 10 days after depositing checks over $5,000 before distributing.

Additional Controls Implemented to Prevent Future Losses (If applicable) (Attach additional sheet if necessary)

Action Taken to Recover Funds (Attach additional sheet if necessary)

Requested from GSO in 2010 and 2012. Auditor suggested this form instead.
Judge James W Woltz

Signed By	Title: JP 8-2
Official's Signature	Date: 5-22-12

TO BE COMPLETED BY COUNTY AUDITOR

Based upon the Auditor's Office review, the above listed loss amount being requested for indemnification
☐ DOES appear to be accurate
☐ DOES NOT appear to be accurate. Based upon our review, the loss amount is

County Auditor's Signature — Date 5/23/12

After review of the circumstances, the Auditor's office recommends
☒ Indemnification
☐ Not Indemnifying

ACCOUNT CODING TO BE USED

	GL	JL	AMOUNT	CHECK or JOURNAL ENTRY
DR				
CR				

TO BE COMPLETED BY COMMISSIONERS COURT

Indemnification ☒ APPROVED ☐ NOT APPROVED by Commissioners Court

Signed By

County Judge's Signature — Date: June 12, 2012

Mark Henry

MOODY NATIONAL BANK
2302 POSTOFFICE
GALVESTON, TX 77550
(409) 765-5561
MEMBER FDIC

Date 5/31/07
ACCOUNT NUMBER 358275
ENCL 58

GEAN LEONARD SHERIFF
CASH BOND ACCOUNT
601 54TH STREET SUITE 2100
GALVESTON TX 77551-4248

MOODY BANK NOW OFFERS THE OPTION TO RECEIVE YOUR STATEMENTS ELECTRONICALLY VIA SECURE EMAIL INSTEAD OF RECEIVING A PAPER COPY IN THE MAIL. TO ENROLL, LOGIN TO YOUR ONLINE BANKING ACCOUNT FOR MORE INFORMATION, OR CONTACT YOUR LOCAL BRANCH.

---- CHECKING ACCOUNTS ----

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	58
ACCOUNT NUMBER	358275	Statement Dates 5/01/07 thru	5/31/07
PREVIOUS BALANCE	57,060.30	DAYS IN THE STMT PERIOD	31
18 DEPOSITS/CREDITS	78,724.30	AVERAGE DAILY BALANCE	57,942.63
40 CHECKS/DEBITS	79,662.10	AVERAGE COLLECTED BAL	57,942.63
SERVICE CHARGE	00	Interest Earned	125 98
INTEREST PAID	125.98	Annual Percentage Yield Earned	2.59%
CURRENT BALANCE	56,248.48	2007 Interest Paid	437.86

****

ACTIVITY IN DATE ORDER

DATE	DESCRIPTION	AMOUNT
5/02	REGULAR DEPOSIT	4,500.00
5/02	REGULAR DEPOSIT	2,770.00
5/02	REGULAR DEPOSIT	700 00
5/09	REGULAR DEPOSIT	15,893.80
5/09	REGULAR DEPOSIT	2,000.00
5/09	REGULAR DEPOSIT	1,901.00
5/09	REGULAR DEPOSIT	1,000.00
5/11	REGULAR DEPOSIT	500 00
5/14	CREDIT MEMO	20,000 00
5/15	REGULAR DEPOSIT	5,616.00
5/15	REGULAR DEPOSIT	1,500 00
5/17	REGULAR DEPOSIT	1,386.00
5/18	REGULAR DEPOSIT	929 50
5/22	REGULAR DEPOSIT	167.00
5/25	REGULAR DEPOSIT	7,134 00
5/31	REGULAR DEPOSIT	7,227.00
5/31	REGULAR DEPOSIT	4,000.00

Date 5/31/07
ACCOUNT NUMBER 358275
ENCL 58

COMMERCIAL CHEX + NOW CHECKING 358275 (Continued)

ACTIVITY IN DATE ORDER

DATE	DESCRIPTION	AMOUNT
5/31	REGULAR DEPOSIT	1,500.00
5/31	Interest Deposit	125.98

****

CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
5/11	9196	1,000 00	5/29	9249*	310.00
5/11	9211*	1,500.00	5/29	9250	1,642.00
5/03	9217*	1,262.00	5/25	9251	434.00
5/04	9218	589.00	5/25	9253*	2,000.00
5/02	9226*	3,500.00	5/25	9254	210.00
5/17	9228*	158.00	5/30	9255	500.00
5/18	9229	2,000.00	5/30	9256	245.00
5/18	9230	150.00	5/31	9258*	3,123.80
5/07	9231	167.00	5/31	9259	386.00
5/01	9233*	565.25	5/29	9260	500.00
5/03	9234	1,098.50	5/25	9262*	700.00
5/07	9235	599.00	5/24	9264*	2,000.00
5/01	9236	210.00	5/29	9265	1,116.00
5/11	9237	20,000.00	5/29	9266	1,799.00
5/30	9238	2,000.00	5/29	9268*	486.00
5/18	9239	500 00	5/25	9270*	1,000.00
5/11	9240	20,000.00	5/24	9271	912.00
5/23	9243*	99.55	5/31	9273*	2,687.00
5/24	9244	1,000.00	5/31	9274	375.00
5/24	9245	2,452 00	5/25	9275	386.00

* DENOTES MISSING CHECK NUMBERS

****

DAILY BALANCE INFORMATION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
5/01	56,285.05	5/11	35,834.35	5/23	62,525.30
5/02	60,755.05	5/14	55,834.35	5/24	56,161.30
5/03	58,394 55	5/15	62,950.35	5/25	58,565.30
5/04	57,805 55	5/17	64,178.35	5/29	52,712.30
5/07	57,039 55	5/18	62,457.85	5/30	49,967.30
5/09	77,834.35	5/22	62,624.85	5/31	56,248.48

****

INTEREST RATE SUMMARY

DATE	INTEREST RATE
4/30	2.560000%

CHASE

JPMorgan Chase Bank, N A
Texas Market
P O Box 260180
Baton Rouge, LA 70826-0180

May 01, 2007 through May 31, 2007
Account Number **000001300084632**

CUSTOMER SERVICE INFORMATION

WebSite:	www.Chase com
Service Center	1-800-242-7338
Hearing Impaired	1-800-242-7383
Para Espanol	1-888-622-4273
International Calls	1-713-262-1679

00001326 DDA 201 1B 15607 NNN 1 000000004 D3 0000

JAMES W WOLTZ JUSTICE OF THE PEACE
BOND ACCOUNT
607 S FRIENDSWOOD DR SUITE 30
FRIENDSWOOD TX 77546-4564

CHECKING SUMMARY

Chase BusinessCustom Checking

	INSTANCES	AMOUNT
Beginning Balance		**$10,117 65**
Deposits and Additions	3	42,500 00
Checks Paid	4	- 27,000 00
Other Withdrawals, Fees & Charges	2	- 20,025 00
Ending Balance	**9**	**$5,592 65**

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION		AMOUNT
05/10	Deposit	8413	$20,000 00
05/10	Deposit	8452	2,500 00
05/29	Deposit	8456	20,000 00
Total Deposits and Additions			**$42,500.00**

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
831	05/16	$1,000 00
832	05/16	1,500 00
833	05/22	4,500 00
834	05/30	20,000 00
Total Checks Paid		**$27,000 00**

CHASE

May 01, 2007 through May 31, 2007
Account Number **000001300084632**

OTHER WITHDRAWALS, FEES & CHARGES

DATE	DESCRIPTION			AMOUNT
05/15	Deposited Item Returned Items00001	349937	# of	$20,000 00
05/24	Returned Item Fee			25 00
Total Other Withdrawals, Fees & Charges				**$20,025.00**

A Return Item fee was charged on 05/24 due to insufficient funds in your account

DAILY ENDING BALANCE

DATE	AMOUNT
05/10	$32,617 65
05/15	12,617 65
05/16	10,117 65
05/22	5,617 65
05/24	5,592 65
05/29	25,592 65
05/30	5,592 65

SERVICE CHARGE SUMMARY

Maintenance Fees	$0 00
Transaction Fees	$0 00
Other Service Charges	$0 00
Total Service Charges	**$0 00**

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Total Service Charges					**$0 00**

CHASE

JPMorgan Chase Bank, N A
Texas Market
P O Box 260180
Baton Rouge, LA 70826-0180

August 01, 2007 through August 31, 2007
Account Number **000001300084632**

CUSTOMER SERVICE INFORMATION

WebSite	**www Chase com**
Service Center	**1-800-242-7338**
Hearing Impaired	1-800-242-7383
Para Espanol	1-888-622-4273
International Calls	1-713-262-1679

00001401 DDA 201 1B 24907 NNN 1 000000002 D3 0000

JAMES W WOLTZ JUSTICE OF THE PEACE
BOND ACCOUNT
607 S FRIENDSWOOD DR SUITE 30
FRIENDSWOOD TX 77546-4564

CHECKING SUMMARY

Chase BusinessCustom Checking

	INSTANCES	AMOUNT
Beginning Balance		**$4,310 65**
Deposits and Additions	1	7,500 00
Checks Paid	2	- 7,500 00
Other Withdrawals, Fees & Charges	1	- 32 00
Ending Balance	**4**	**$4,278 65**

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION		AMOUNT
08/20	Deposit	8370	$7,500 00
Total Deposits and Additions			**$7,500 00**

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
835	08/13	$6,500 00
838 *	08/27	1,000 00
Total Checks Paid		**$7,500 00**

* Checks may not appear on your bank statement because they have not yet cleared or appeared on a previous statement Checks that cleared as an electronic withdrawal will be listed in the Electronic Withdrawals section of the statement All checks included in the Checks Paid section are viewable as images on Chase com

OTHER WITHDRAWALS, FEES & CHARGES

DATE	DESCRIPTION	AMOUNT
08/14	Insufficient Funds Fee	$32 00
Total Other Withdrawals, Fees & Charges		**$32 00**

CHASE

August 01, 2007 through August 31, 2007
Account Number **000001300084632**

A Overdraft fee was charged on 08/14 due to insufficient funds in your account

DAILY ENDING BALANCE

DATE	AMOUNT
08/13	-$2,189 35
08/14	-2,221 35
08/20	5,278 65
08/27	4,278 65

SERVICE CHARGE SUMMARY

Maintenance Fees	$0 00
Transaction Fees	$0 00
Other Service Charges	$0 00
Total Service Charges	**$0 00**

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/ UNIT	TOTAL
Total Service Charges					**$0 00**

111001150
05/31/2007
10491076 4076

This is a LEGAL COPY of your check. You can use it the same way you would use the original check

000045097
IRR
201
023
15107

⑆044000037⑆ 05/30/2007
10491076 4076

044000037
05\24\2007
6517193196

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

Return Reason-A
Not Sufficient Funds

⑈113000913⑈ 05\22\2007
000045497

JAMES W. WOLTZ
JUSTICE OF THE PEACE
BOND ACCOUNT
607 S FRIENDSWOOD DR, NO 30 281-488-9600
FRIENDSWOOD, TX 77546-4519

0834

5/10/07 DATE

38-115/1110
BRANCH 108

PAY TO THE ORDER OF Galveston County, County Clerk $20,000.00

Twenty thousand DOLLARS

Return Reason-A
Not Sufficient

CHASE
The Chase Manhattan Bank
Houston Region
712 Main Street
Houston, TX 77002

CR 07/256

FOR Allison Hubbard

⑆111001150⑆ 0834⑈013000846321⑈

⑆111001150⑆ 013000846321⑈0834 ⑈000 2000000⑈

⑆111001150⑆ 013000846321⑈0834 ⑈000 2000000⑈

075000051 05\23\2007
000009460499288
071000301 05\23\2007
000006319753940
111900057 05\23\2007
000106310064665

Do not endorse or write below this line

PAY TO THE ORDER OF
Galveston West Clerk
WITHOUT RECOURSE
MARY ANN DAIGLE
COUNTY CLERK
GALVESTON COUNTY, TEXAS
BY Shirley Breckenthorp
DEPUTY

For Deposit Only
Lafonia D. Wilson
Clerk of the District Court
General Acct 0010005324

*[illegible]037** 05/30/2007
10491076407[illegible]

>113100091< 05\22\2007
0004465497

Do not endorse or write below this line

5/10 20 07 No. 00751

Received from Gean Leonard the sum twenty thousand + —— 00/100 ($ 20,000.00

For Allison Hubbard

Ref No Memo

Cash ✓ Money Order

Check ✓ Credit Card

Signed CC

Office 8-2

ck # 834 5-10-07 CC.

6/28 20 07 Dep 8/07 No. 0075

Received from Gean Leonard the su one thousand + —— 00/100 ($ 1000.00

For Timothy Hewgley

Ref. No Memo

Cash Money Order

Check Credit Card

Signed CC

Office

6/28/07 ck 835

6/28 20 07 Dep 8/07 075

Received from Gean Leonard the one thousand + —— 00/100 ($ 1

For Jacob Wagner

Ref No Memo

Cash Money Order

Check Credit Card

Signed CC

Office

AGENDA ITEM #1d

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

LaTova Jordan
First Assistant, IT System

June 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 internal audit report of Justice of the Peace, Precinct 2 as required by Local Government Code (LGC) §115 The audit covered the period October 1, 2010 to September 30, 2011 Also attached is Honorable Judge Penny L Pope response letter dated May 24, 2012

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Honorable Judge Penny L Pope

Attachments Justice of the Peace, Precinct 2 Audit Report
Response Letter, Judge Penny L Pope

Justice of the Peace, Precinct 2 Audit

April 16, 2012

Executive Summary 1
Introduction 2
Details 3-8

Galveston County
Internal Audit
Division

Cliff Billingsley, CPA
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3)

- Nothing came to our attention during the audit to cause us to doubt the overall reliability and integrity of the information Though the Court lacks proper separation of duties due to the size of Court staff, there are sufficient compensating controls for daily operations

Safeguarding of Assets (page 4)

- Physical security over assets (collections) is adequate

- The Court submits properly prepared and adequately supported bank reconciliations to the Auditor's office in a timely manner The Judge reviews the bank reconciliation and signs for approval prior to submission

Compliance with Statutes, Policies, and Procedures (page 5-6)

- The Court should comply with the statutes and Court policies by implementing the following recommendations.
    - The clerk who verifies the voids should sign the voided receipt and the reason for the void should be notated.
    - The Court should asses and collect the time payment fee on or after the 31st day after the judgment date
    - The Court should use the Court seal on papers issued outside of the Court
    - The Court should deposit twice a week in accordance with the Court policy

General Information (pages 7-8)

- The County's portion of the Justice of the Peace, Precinct 2's total annual collections has decreased for the last four years from $90,469 in 2007 to $51,646 in 2010 primarily due to a significant decrease in criminal, civil, and hot check case filings However, in 2011, collections began to increase to $55,944

- As an impact of Hurricane Ike, criminal, civil, and hot check case filings have decreased from 861 in 2007 to 452 in 2010 and increased to 481 in 2011

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 2, as required by Local Government Code §115 0035 The internal audit covered the period October 1, 2010 through September 30, 2011 The audit was performed from November 30, 2011 through April 16, 2012 The completion of this audit was delayed due to the engagement of the auditor in additional assignments

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

- The reliability and integrity of the information
- The safeguarding of assets
- Compliance with laws, regulations, contracts, policies, plans, and procedures

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 2 The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Justice of the Peace, Precinct 2

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

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Justice of the Peace, Precinct 2, as defined by the AICPA professional standards However, our internal audit was performed with objectivity and due professional care

Travis Leopolos, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

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

Separation of duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction, and have custody of the assets

A proper separation of duties is sometimes difficult to establish due to the size of staff and budgetary constraints, however, there are compensating controls that are being implemented in different areas of the operations as listed below

Dismissals

Per office policy, dismissed cases recorded in Net Data require either the Judge's or Assistant District Attorney's (ADA) signature As a control to mitigate the possibility of invalid dismissals being entered, the Judge should review "Net Data Dismissed Cases" report monthly and sign the report.

The auditor reviewed the dismissals recorded in Net Data to verify validity of the recording It was found that dismissals were valid and authorized by the Judge The Judge reviews the "Net Data Dismissed Cases" report monthly and signs the report as confirmation of the validity of the recorded dismissals.

Jail Time Credits

Per office policy, jail time credits recorded in Net Data require the Judge's approval to grant jail time credits, a written plea from the defendant, and proof of the defendant serving jail time As a control to mitigate the possibility of invalid JTC being entered, the Judge should review "Net Data Jail Time Collections" report monthly and sign the report.

The auditor reviewed the jail time credits recorded in Net Data to verify the validity of the recording and found that credits were valid The Judge reviews the "Net Data Jail Time Collections" report monthly and signs the report as confirmation of the validity of the recorded jail time credits.

Collections

The Court accepts payments in the form of cash, checks (cashier's check, money order and business check), and credit card Cash and checks are deposited to the bank by one of the clerks

The auditor reviewed the accuracy of the composition of the collections recorded in Net Data by comparing the payment type totals recorded in Net Data with the payment type totals receipted by the bank The compositions of the collections match to the compositions of the bank deposit slips

Safeguarding of Assets

Safeguarding of assets has three basic components 1) physical security of the collections, 2) minimal exposure to loss, and 3) proper management of the collections

Physical Security

Physical security encompasses any method to physically secure the collections from loss Collections not being used should be kept in a locked drawer/safe until they are needed

As part of the audit, the auditor conducted a surprise cash count All collections were accounted for at the time of the surprise cash count Controls are in place to ensure the staff uses lockable drawers and a safe to safeguard their money in the office until deposited Each clerk has a separate drawer that is kept locked and the safe remains locked when not in use

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the County with maximum benefit of the collections The Court has a policy to deposit collections twice a week.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official.

The Court submits properly prepared and adequately supported bank reconciliations to the Auditor's Office in a timely manner The Judge reviews the bank reconciliations and signs for approval prior to submission

Compliance with Statutes, Policies, and Procedures

As part of the audit, the auditor evaluated the adequacy and effectiveness of the internal controls in responding to the risks within the Court's operations and governance regarding the compliance with laws, regulations and contracts.

Jail Time Credit Allocation

According to Attorney General Opinion GA-147, 2004 interpretation and Justice Courts-Court Costs and Fees handbook prepared by the State Office of Court Administration (OCA), "Under the allocation rule, the jail time credit is applied to the fine first "

The auditor tested the allocations of the jail time credits and found that the Court complies with the allocation rule.

Partial Payment Proration

Attorney General Opinion GA-147, 2004 interprets Code of Criminal Procedure (CCP) §103 0031 as "Under the allocation rule, a county must allocate monies received from a defendant first to pay costs and then to pay a fine If monies received do not cover all of the costs, then the monies must be allocated to costs on a pro rata basis If a Justice of the Peace has ordered installment payments, the total sum received must be allocated in accordance with the allocation rule "

The auditor tested the proration of the partial payments and found that the Court complies with the allocation rule when prorating the partial payments that are less than total court costs

Voids

Per office policy, the payment transactions that are recorded erroneously can be voided and corrected by the clerk who makes the error. It also requires a signature of the clerk who verifies the voids, and a written explanation for the void.

Finding: The auditor reviewed the voided payment transactions and found that the clerks were not consistently following the office policy on voids The voided payment transactions did not have the clerk's signature who verified the voids

Recommendation JP2-12-01: To comply with the office policy, the clerk who verifies the voids should sign and the reason for the void should be notated

Compliance with Statutes, Policies, and Procedures cont.

Deposits

LGC § 113 022 allows a maximum of seven business days to deposit cash, checks or money orders received by County departments CCP § 103 004 allows a maximum of three business days to deposit cash, checks or money orders received by County departments for "recognizances, bail bonds, fines, forfeitures, judgments, and jury fees " The Court has a policy to deposit collections twice a week (Wednesday and Friday)

Finding: The auditor tested the timeliness of deposits and found that deposits tested were made between four and five days

Recommendation JP2-12-02: To comply with the statutes and office policy, the clerks should deposit the collections twice a week

Time Payment Fee

Local Government Code (LGC) § 133 103 states that the time payment fee should be assessed on or after the 31st day from the judgment date

Finding: The auditor reviewed the time payment fees and found that the Court was not in compliance In most instances, the clerks are assessing the time payment fee at the time the defendant enters in to the time payment agreement Furthermore, partial payments were applied to the fee prior to the 31st day after the judgment date

Recommendation JP2-12-03: To comply with the statute, the Court should assess and collect the time payment fee on or after the 31st day after the judgment date

Court Seal

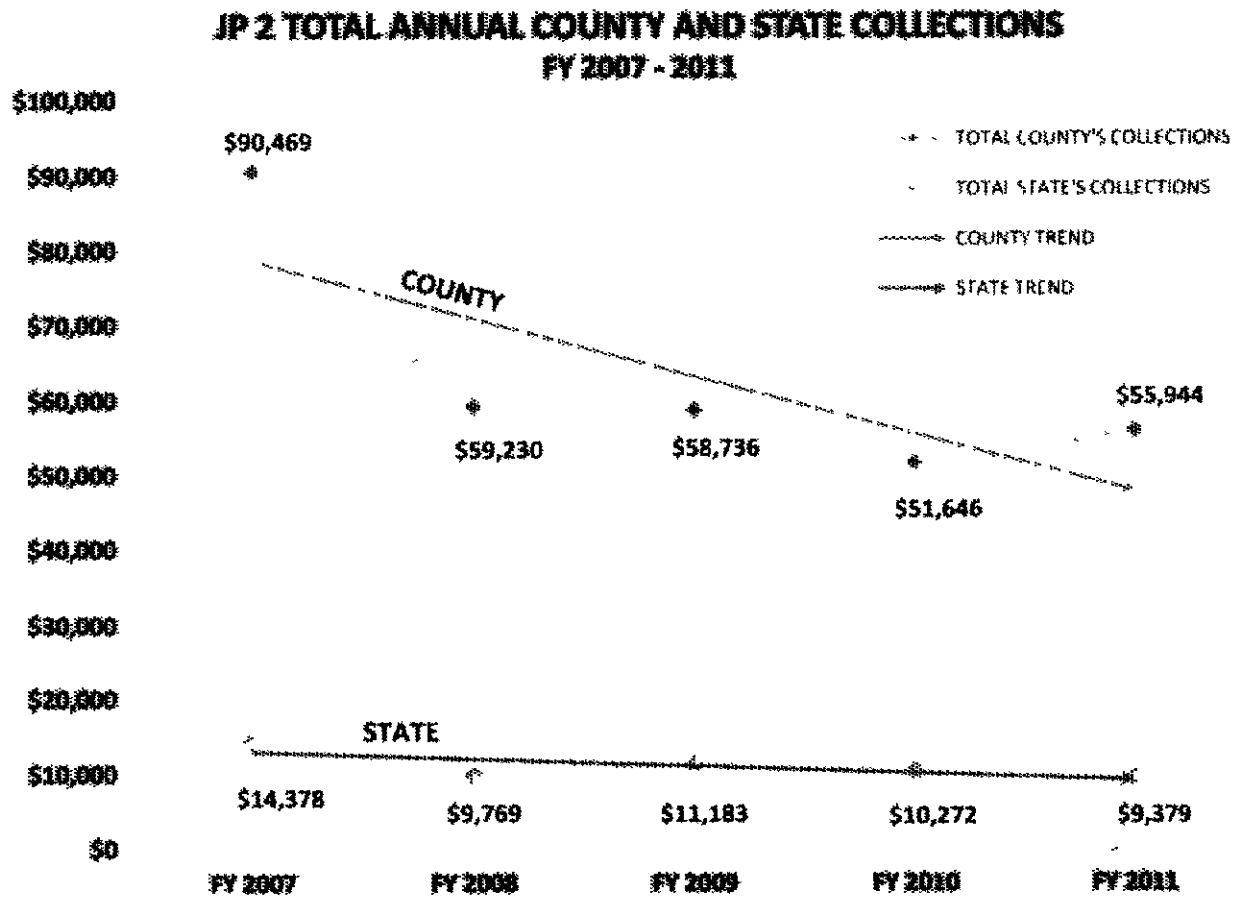
Code of Criminal Procedure (CCP) § 45.012 (g) mandates that a Justice Court shall have a Court seal, and it must be attached to all papers issued out of the Court except subpoenas.

Finding: The auditor observed that the Court does not issue receipts bearing the Court seal

Recommendation JP2-12-04: To comply with the statute, the Court should use the Court seal on papers issued outside of the Court

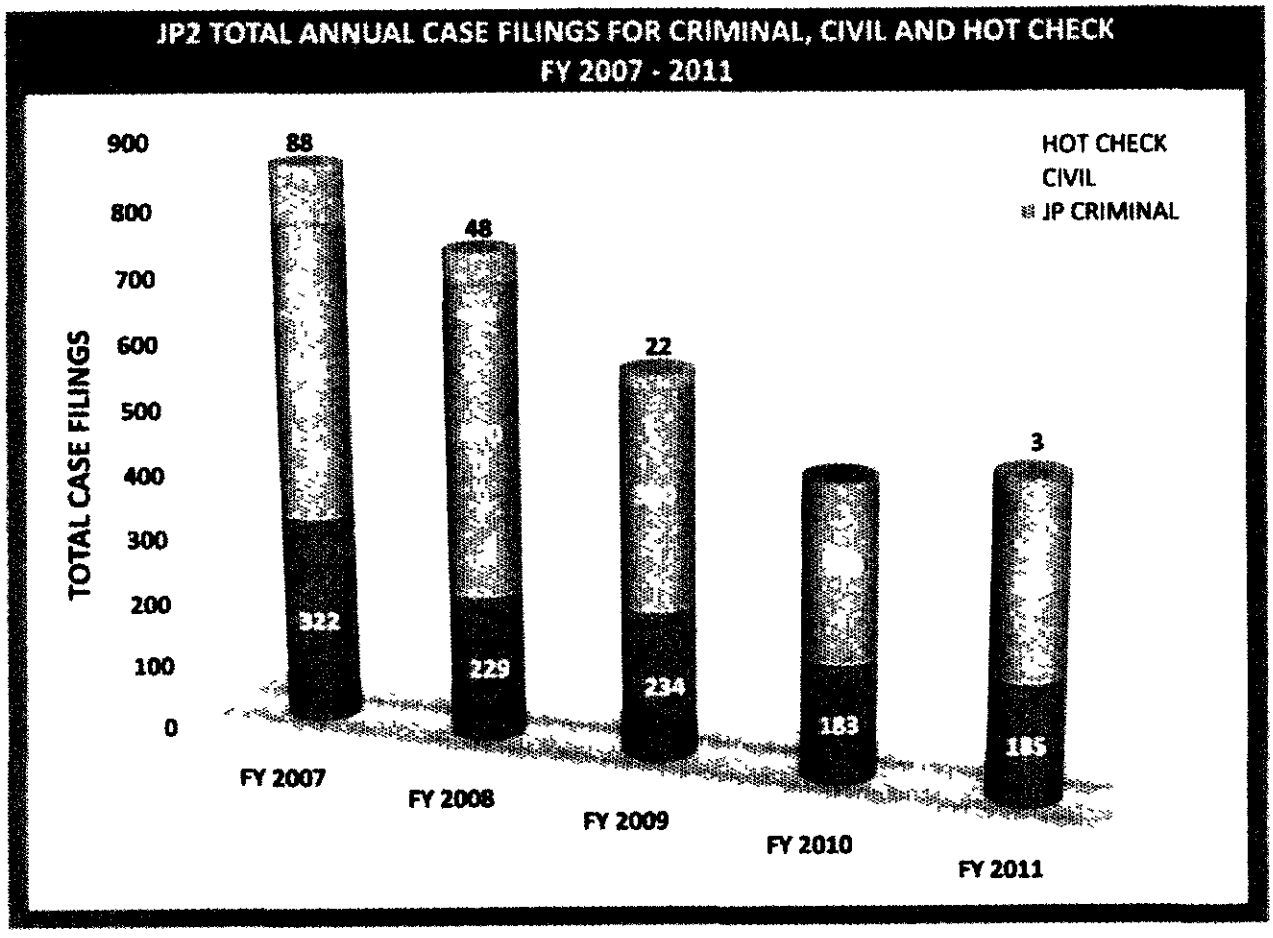
General Information

The County's portion of the Justice of the Peace, Precinct 2's total annual collections were decreasing from 2007 through 2010 as a result of criminal , civil, and hot check collections decreasing significantly due to a decrease in these three types of case filings In 2011, collections began to increase to $55,944 The chart below illustrates the total annual County and State collections of this Court over the past five years.



General Information cont.

The total annual case filings for criminal, civil, and hot checks for the Justice of the Peace, Precinct 2 have been decreasing for the last four years from 861 in 2007 to 452 in 2010 In 2011, case filings began to increase to 481 Criminal and civil case filings have decreased approximately 43% and 35% respectively, due to the impact of Hurricane Ike Hot check case filings have also decreased to nearly nothing This is a result of store closings after Hurricane Ike The chart below illustrates the criminal, civil, and hot check case filings for the last five years



AGENDA ITEM #1e

JUDGE PENNY L. POPE

JUSTICE OF THE PEACE
PRECINCT 2, GALVESTON COUNTY
1922 Sealy
Galveston, Texas 77550
(409) 770-5455
(409) 770-6295 Facsimile

May 24, 2012

Mr Cliff Billingsley, CPA
Auditor, Galveston County
P O Box 1418
Galveston, Texas 77553

Re. Justice of the Peace, Precinct 2 Audit

Dear Mr Billingsley

After review and conference covering the recent audit for this office, I would like to thank you and your staff for your time and attention Travis Leopolos and Yun Yap were very receptive to receiving information from myself and staff and courteous in explaining the Auditor's position that lead to the audit's findings

My only complaint is with regard to the finding that this Court does not issue "receipts" bearing the Court seal Although I disagree that Section 45 012(g), Texas Code of Criminal Procedure, applies to "receipts", I am not opposed to JP 2 receipts having the Court seal After my exit interview with Mr Leopolos and Ms Yap, the Information Technology Department performed the necessary programming for this office to be in compliance

Respectfully,

Penny L. Pope

Penny L. Pope

AGENDA ITEM #2

Summary of Bi-Weekly Personnel Movements

Pay Period #11 May 10 - 23, 2012

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	1 00						0							0						0
Facilities	20 0						0							0						0
Professional Services	6 0						0							0						0
Road District #1	4 0						0							0						0
County Judge	4 0						0							0						0
County Commissioners	8 0						0							0						0
Tax Office	51 0						0							0	1					1
County Auditor	33 0	1					1							0						0
County Clerk	43 0						0							0						0
County Clerk Records Mgmt	9 0						0							0						0
County Clerk Elections	5 0				3		3							0						0
Purchasing Agent	8 0						0							0						0
County Treasurer	7 0						0							0						0
Veterans Service	3 0						0							0						0
Human Resources	5 0						0							0						0
County Legal	6 0						0							0						0
Justice Administration	6 0						0							0						0
District Courts	19 0						0							0						0
County Courts	9 0						0							0						0
County Probate Court	6 0						0							0						0
Justice Courts	44 0						0							0						0
District Clerk	50 0						0							0						0
District Attorney/Jury & Trial	73 0	1					1							0	1					1
Pre-Trial Release	7 0						0							0						0
Sheriff	513 0	1					1	3			2			5	2					2
Constables	46 0						0							0						0
Social Services	12 0						0							0						0
Child Welfare	1 0						0							0						0
Senior Services	22 0						0							0	1					1
Emergency Management	6 0	1					1							0	1					1
Extension Services	9 0						0							0						0
County Engineer	7 0						0							0						0
Building Inspector	2 0						0							0						0
Community Services	3 0						0							0						0
Information Technology	51 0						0							0						0
County Parks	44 0						0							0						0
Beach Parks	2 0						0							0						0
Museum	2 0						0							0						0
Road & Bridge/Drainage/Beach	73 0						0							0		1				1
County Health District	9 0						0							0						0
Law Library	1 0						0							0						0
Juvenile Probation	68 0						0							0						0
Courthouse Security	4 0						0							0						0
Mosquito Control	13 0						0							0						0
Right of Way	1 0						0							0						0
Seawall Maintenance	6 0						0							0						0
Housing & Economic Dev	6 0						0							0						0
Grand Total	1328 0	4	0	0	3	0	7	3	0	0	2	0	0	5	6	1	0	0	0	7
Job Applications Received	220																			

Revised 10/11

Gal Cnty Production

Employee Pay Assignment Changes for Payroll Period 5/10/2012 thru 5/23/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	Grst	Annual	Rate *	Reason
114030	Election Expense	CONNARD JANICE	FTEC	500 ELECTION WORKER-TEMP	5/10/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	CROWDER ELAINE	FTEC	500 ELECTION WORKER-TEMP	5/10/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	SANDERS, MILDRED	FTEC	500 ELECTION WORKER-TEMP	5/10/2012		0000	$10 400	10 00 H	APPOINTMENT
127100	District Attorney	JONES MEGAN S	FTBE	21 ASSISTANT DISTRICT ATTORNEY	5 23/2012		22A1	$54 381	2,091 58 B	APPOINTMENT
127100	District Attorney	MCKNIGHT LINDSEY H	FTBE	85 ASSISTANT DISTRICT ATTORNEY		5/11/2012	22C1	$57 133	2,197 46 B	TERMINATION
151300	County Auditor	BROUSSARD HANNE	FTBE	35 ACCOUNTANT IV	5 21/2012		20F1	$49 266	1 894 87 B	APPOINTMENT
151500	Tax Assessor/Collector	ALFARO MARICELLA A	FTBE	12 CUSTOMER SERVICE SPECIALIST		5/10/2012	13A1	$31 587	1 214 92 B	TERMINATION
211133	Corrections Sheriff	ADAMS KIMBERLY I	FTBE	241 DEPUTY II	5/10/2012		14G1	$38 487	1 480 27 B	CAREER LADDER
211133	Corrections Sheriff	EEYE JAMES G	FTBE	150 ENTRY LEVEL	5/21/2012		12D1	$32 377	1 245 50 B	APPOINTMENT
211133	Corrections Sheriff	HOWELL CHRISTOPHER H	FTBE	76 DEPUTY IV	5/10/2012		15H1	$41 446	1 594 08 B	CORRECTION
211133	Corrections-Sheriff	LUNDY ROBERT J	FTBE	100 DEPUTY II	5/22/2012		14G1	$38 487	1 480 27 B	CAREER LADDER
211133	Corrections-Sheriff	MEJIA ANDREW J	FTBE	8 DEPUTY II	5/10 2012		14G1	$38 487	1 480 27 B	TRANSFER
211133	Corrections-Sheriff	SANTOS JR JOSEPH	FTBE	49 DEPUTY II		5/13/2012	14G1	$38 487	1 480 27 B	TERMINATION
211143	Patrol Division	WARFIELD JR GREGORY	FTBE	106 PATROL DEPUTY II	5/10/2012		14G1	$38 487	1,480 27 B	TRANSFER
211171	Communications-Sheriff	ARIVALO CLARA L	FTBE	9 DEPUTY I	5/19/2012		13D1	$34 016	1,308 34 B	CAREER LADDER
211171	Communications Sheriff	PEEPLES DUSTIN G	FTBE	4 COMMUNICATIONS - DEPUTY I		5/21/2012	13D1	$34,016	1 308 34 B	TERMINATION
255100	Adult Probation	CLARK JR GREGORY W	FTBE	28 PROBATION OFFICER	5/15/2012		0000	$33,499	1 288 46 B	APPOINTMENT
255100	Adult Probation	NGUYEN MARGARITA C	FTBE	18 PROBATION OFFICER	5/15/2012		0000	$33,499	1,288 46 B	APPOINTMENT
255100	Adult Probation	OLALLEKAN JR JAMES O	FTBE	17 PROBATION OFFICER	5/21 2012		0000	$34 100	1 311 54 B	SALARY ADJUST
255100	Adult Probation	WILLIAMS, ANETRA R	FTBE	3 PROBATION OFFICER		5/17/2012	0000	$34 999	1 346 15 B	TERMINATION
255100	Adult Probation	WILLIAMS NICKISHA N	FTBE	34 PROBATION OFFICER	5/23/2012		0000	$33 499	1 288 46 B	APPOINTMENT
255110	Special Substance Abuse	DAMBRA LINDA J	FTBE	13 PROBATION OFFICER	5/21/2012		0000	$38 000	1 461 54 B	SALARY ADJUST
291010	Emergency Management	POPOFF DAVID J	FTBE	1 EMERGENCY MANAGEMENT	5/21 2012		26D1	$86 956	3,343 70 B	APPOINTMENT
291010	Emergency Management	STOKES MICHAEL J	FTBE	4 EMERGENCY OPERATIONS		5/22/2012	21A1	$49 266	1 894 87 B	TERMINATION

* Rate Type H = Hourly B = Biweekly Salary

**Gally Cnty Production *

Employee Pay Assignment Changes for Payroll Period 5/10/2012 thru 5/23/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
451110	Senior Citizens Program	MENDEZ LEONORA	FTBI	6 PROG & PUBLIC RELATIONS		5/16/2012	15C1	$36,632	1,408.94 B	TERMINATION
544042	Beach Maintenance Rd &	DAHLY JOHN S	FTBI	1 HEAVY EQUIPMENT OPERATOR I		5/14/2012	09A1	$25,925	997.14 B	TERMINATION

* Rate Type H = Hourly B = Biweekly Salary

AGENDA ITEM #3

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
MAY 29 2012
GALVESTON COUNTY JUDGE

May 21, 2012

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

Honorable Judge Henry

As required in House Bill 3059, Section 366 005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Sara Walters at 469-484-8587

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

Texas New Mexico Power Company
New Premise Turn-Ons
577 N Garden Ridge Blvd
Lewisville, Texas 75067
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
1162 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558039
3313 VERDE MEADOW DR	TEXAS CITY TX 77591	15-MAY-2012	558099
1152 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	11-MAY-2012	557769
1154 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	11-MAY-2012	557770
1156 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	11-MAY-2012	557771
1158 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	11-MAY-2012	557772
1160 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	11-MAY-2012	557773
4808 PARTRIDGE	LA MARQUE TX 77568	17-MAY-2012	558519
2608 HUGHES RD UNIT LS	DICKINSON TX 77539	17-MAY-2012	558609
TOPAZ WAY	TEXAS CITY TX 77591	07-MAY-2012	557049
133 TONKAWA CANYON DR	LA MARQUE TX 77568	07-MAY-2012	557109
419 DRY GULLY CT	DICKINSON TX 77539	07-MAY-2012	557169
S 2630 GULF FWY UNIT A	LEAGUE CITY TX 77573	18-MAY-2012	558729
N 21 HERITAGE OAK DR	TEXAS CITY TX 77591	14-MAY-2012	557949
W 1255 FM 646	LEAGUE CITY TX 77573	15-MAY-2012	558131
2220 1/2 HIGHWAY 3 UNIT HMTR	DICKINSON TX 77539	09-MAY-2012	557529
2222 HIGHWAY 3	DICKINSON TX 77539	09-MAY-2012	557559
2224 HIGHWAY 3	DICKINSON TX 77539	09-MAY-2012	557560
3531 3RD AVS	TEXAS CITY TX 77590	10-MAY-2012	557619
1165 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558041
1163 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558042
1161 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558043
1159 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558044
1157 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558045
1155 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558046
1153 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558047
1151 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558048
N 105 HERITAGE OAK DR	TEXAS CITY TX 77591	14-MAY-2012	557951

Texas New Mexico Power Company
New Premise Turn-Ons
577 N Garden Ridge Blvd
Lewisville, Texas 75067
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
7914 EMERALD OAK DR	TEXAS CITY TX 77591	15-MAY-2012	558219
1167 RYMERS SWITCH LN	FRIENDSWOOD TX 77546	14-MAY-2012	558040

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
JUN 04 2012
GALVESTON COUNTY JUDGE

May 29, 2012

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

Honorable Judge Henry

As required in House Bill 3059, Section 366 005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Sara Walters at 469-484-8587

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

Texas New Mexico Power Company
New Premise Turn-Ons
577 N Garden Ridge Blvd
Lewisville, Texas 75067
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
E 6221 1/2 HUMBLE CAMP RD	DICKINSON TX 77539	23-MAY-2012	559150
4038 BASSWOOD DR	DICKINSON TX 77539	24-MAY-2012	559449
9510 GRAND CAY BLVD	TEXAS CITY TX 77590	29-MAY-2012	559689
212 SPLINTERED ARROW DR	LA MARQUE TX 77568	23-MAY-2012	559270
4401 PARK AVE UNIT BIO	DICKINSON TX 77539	23-MAY-2012	559269
722 MULBERRY	LEAGUE CITY TX 77573	23-MAY-2012	559299
N 3 1/2 CANAL UNIT G-APT	TEXAS CITY TX 77591	21-MAY-2012	558849
4048 PALMETTO CT	DICKINSON TX 77539	24-MAY-2012	559451
4040 PALMETTO CT	DICKINSON TX 77539	24-MAY-2012	559450

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
JUN 07 2012
GALVESTON COUNTY JUDGE

June 4, 2012

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

Honorable Judge Henry

As required in House Bill 3059, Section 366 005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Sara Walters at 469-484-8587

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

Texas New Mexico Power Company
New Premise Turn-Ons
577 N Garden Ridge Blvd
Lewisville, Texas 75067
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
S 3515 GULF FWY	LEAGUE CITY TX 77573	01-JUN-2012	560499
W 2750 MAIN ST UNIT C2	LEAGUE CITY TX 77573	30-MAY-2012	559899
E 2020 LEAGUE CITY PKWY	LEAGUE CITY TX 77573	30-MAY-2012	560019
1013 HIGHBORNE CAY CT	TEXAS CITY TX 77590	30-MAY-2012	560079
9510 GRAND CAY BLVD	TEXAS CITY TX 77590	29-MAY-2012	559689
2700 HIGHWAY 3	LA MARQUE TX 77568	30-MAY-2012	560109

AGENDA ITEM #4

Texas Workforce Commission

A Member of Texas Workforce Solutions

Tom Pauken, Chairman

Ronald G Congleton
Commissioner Representing Labor

Andres Alcantar
Commissioner Representing the Public

Larry F Temple
Executive Director

April 12, 2012

Via e-mail if available rob powell@co galveston tx us

Rob Powell
Chief Information Officer
Galveston County

Re Contract #2911PEN094, expires 7/31/2012

Dear Mr Powell

The above-referenced data sharing agreement between your organization and the Texas Workforce Commission (TWC) will expire on the date shown If you wish to continue to have uninterrupted access to TWC records, a new contract must be executed as soon as possible

Effective May 1, 2010, the charge for online access to TWC unemployment compensation information (including wage records, unemployment compensation benefits information, and employer tax information) will be based on an annual subscription fee (instead of volume of usage), as described in the enclosure

Please complete the enclosed "Information Required to Renew a TWC Data Sharing Agreement" form to continue access to TWC records, and return it as soon as possible so that we may prepare your new contract We would prefer that you email the form to ORContracts.Management@twc.state tx us or fax it to (512) 463-2990 In the alternative, you may mail it to Texas Workforce Commission, 101 E 15th Street, Rm 266, Austin, Texas 78778

Please note that as provided in your current contract, its expiration does not relieve your organization of the obligation to pay at the rates provided for all services actually received Likewise, expiration or termination of the contract does not end the responsibility of your organization to protect the confidentiality of data obtained from the TWC under the contract.

If you have any questions please contact me at 512 463 1607 or email ORContracts Management@twc state tx us

Sincerely,

Beth Anne Wiggins

Beth Anne Wiggins
Contracts Specialist

Attachment

Information Required to Initiate or Renew a TWC Data Sharing Contract

THIS FORM IS NOT THE CONTRACT INFORMATION YOU PROVIDE WILL BE USED TO PREPARE A CONTRACT

For renewals only· Contract #2911PEN094 with Galveston County expires 7 31 12

1. **Are you a governmental agency?** Yes ☑ No ☐ (to mark a box, double-click on it, click *Checked* under *Default value*, click *OK*)

2. **Is TWC data needed for the administration or enforcement of a law(s)?** Yes ☑ No ☐

3 **Organization Name.** County of Galveston

Agency number (if state agency)
Street Address 722 Moody
Mailing Address 722 Moody, Ste 202
City, State, ZIP Galveston, TX 77550
Tax Number

4 **What is the organization's authority to contract with TWC?**

☑ Interlocal Cooperation Act (local government)
☐ Interagency Cooperation Act (state agency) Specify statutory authority to contract

_____

☐ federal
☐ other – specify _____

5 **Contact Person** (to communicate with TWC on contract matters, handles paperwork for setting up online users)

Name Darrell Isaacks
Title Captain of the Warrant Division
Phone Number 409-766-2303
Street Address 601 54th St.
Mailing Address 601 54th St., Suite 1114
City, State, ZIP Galveston, TX 77551
Email Darrell.Isaacks@co.galveston.tx.us

6 **Contract Signatory** (individual who will sign the contract, must have authority to bind the organization)

Name Mark Henry
Title County Judge
Phone Number 409-766-2244
Street Address 722 Moody
Mailing Address 722 Moody, Suite 200
City, State, ZIP Galveston, TX 77550
Email mark.henry@co.galveston.tx.us

7. **Invoice Recipient** (individual to whom invoices should be addressed)

Name JJ Allen
Title Administrative Coordinator
Phone Number 409-770-6233
Street Address 722 Moody
Mailing Address 722 Moody, Suite 202
City, State, ZIP Galveston, TX 77550
Email JJ.Allen@co.galveston.TX.US

8 **Provide a brief but specific statement of purpose(s) for which your organization will use TWC data.**
To provide us with research tools to locate persons under criminal investigations.

Purpose(s) will be included in the contract The contract prohibits use of TWC data for any other purpose
Some common purposes given for use of TWC data

- to assist in locating defendants, witnesses and fugitives in criminal cases
- to assist in locating persons with outstanding warrants
- to assist in locating probation absconders
- to assist in criminal investigations
- to assist in determining eligibility for income-based program such as indigent health care benefits, housing assistance, or court-appointed counsel (specify the program)

9 ***Are you requesting online access to TWC data?*** **Yes** ☑ **No** ☐

If "Yes," select maximum number of online users (annual subscription fee shown)

- ☐ max 10 users @ $1,500
- ☑ max 25 users @ $2,000
- ☐ max 50 users* @ $3,500
- ☐ max 100 users* @ $6,000
- ☐ max 500 users* @ $25,000
- ☐ max 1,000 users* @ $50,000
- ☐ max 2,000 users* @ $100,000
- ☐ max 3,000 users* @ $150,000
- ☐ over 3,000 users* @ $200,000

** If requesting max 50 user or above, attach a signed letter (on letterhead) from the person authorized to sign the contract, giving a detailed explanation of the need for the maximum number requested.*

10. Skip this question if not requesting online access

Does your organization perform background checks on the employees for whom you will be seeking online access? **Yes** ☑ **No** ☐

If "Yes," please state whether it is a pre-employment check, a periodic check during employment, or both Pre-employment

If "Yes," please describe the background check and what findings disqualify an applicant from employment Not giving complete information on application for work history.

11 **Skip this question if not requesting online access**

These questions help determine the information to which TWC authorizes access·

Do you seek information that allows you to locate individuals? Yes ☑ No ☐ (office use only UI, WR)

Do you seek information that provides evidence of income? Yes ☐ No ☑ (office use only UI, WR)

Do you seek information that identifies an individual's co-workers? Yes ☐ No ☑ (office use only ER)

12 **Desired length of contract** **1 year** ☑ **2 years** ☐ **3 years** ☐ **5 years *** ☐

*The term of the contract should be consistent with the length of time your agency will maintain the data exchanged under this contract up through the date of destruction The contract can be terminated at any time on 30 days' written notice, so you may want to choose a multiple-year contract to avoid having to renew every year The annual fee for online access is invoiced at the beginning of each year of the contract

13 **Maximum dollar amount of contract** $2000.00

14 **Federal contracts only** Do you want the contract to coincide with the federal fiscal year?

Yes ☐ **No** ☑

The contract would cover the remainder of the fiscal year for a prorated subscription fee, and the following 12 months of the contract would coincide with the fiscal year

15 **Are you requesting offline access to TWC data?**

This means you will send SSNs or EINs to TWC for its staff to match with TWC data **Yes** ☐ **No** ☑

If "No," stop here and proceed to signature line at bottom. If "Yes," proceed to 16.

OFFLINE INFORMATION REQUEST

(Describe in detail and be as specific as possible)

16 **Provide a reason for the request** *(e g , statutory citation or rule number)*

Is this a one-time or an ongoing request?

☐ **One-time** ☐ **Ongoing**

If ongoing, frequency of data exchange *(e g , Annually, Quarterly, Monthly)*

If specific data elements are requested, provide a data format

Description of the request *(If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc)*

DATA SAFEGUARDS

(All questions require an answer The request will not be approved if this section is incomplete)

Describe the recommended data transfer method *(e g , Protocols, encryption methods, media if applicable)*

Describe protections implemented at your organization to prevent exposure of TWC data (e g , firewalls, IPS, training, policies, procedures, etc)

How does your organization plan to limit access of TWC data to authorized individuals only *(e g , Access controls)*?

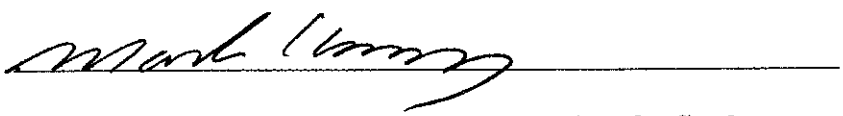
How does your organization plan to protect TWC data at rest?

Describe your data destruction process for the data being requested

Will TWC data be re-disclosed to any other entities? If so, to whom?

Describe how your organization assesses your information security posture *(e g , methodology, such as vulnerability testing, penetration testing, audits, and frequency)*

All statements and information on this form are true and correct to the best of my knowledge.



Signature of person designated above to sign the final contract

AGENDA ITEM #5

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

June 5, 2012

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

Re: RFP #B112005, Juvenile Justice Food Service

Gentlemen,

On May 31, 2012 the Juvenile Board met and approved the First Amendment to the food services contract associated with RFP #B112005, Juvenile Justice Food Service Additionally, the Board approved the requested increase in the price per meal

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

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

JUVENILE JUSTICE DEPARTMENT

County of Galveston
(PROBATION, RESIDENTIAL AND DETENTION SERVICES)

June 5, 2012

Mr Rufus Crowder, Purchasing Agent
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Ref: Food Services RFP #B112005 – Amendment #1
Food Services RFP #B112005 – Request for Price Increase

Rufus

The Juvenile Board met on May 31, 2012 and approved the First Amendment to the food services contract Additionally, the Board approved the requested increase in the price per meal

If you have any questions, feel free to contact me at your convenience

Sincerely

Brent T Norris

Brent T Norris, Director
Galveston County Juvenile
Justice Department

MAIN OFFICE
6101 Attwater Avenue
Texas City Texas 77590
(409) 770 5900
FAX (409) 770 5978

JERRY J ESMOND JUVENILE JUSTICE CENTER
Brent T Norris, Director
MAILING ADDRESS
6101 Attwater Avenue
Dickinson Texas 77539

GALVESTON OFFICE
722 Moody 6th Floor
Galveston Texas 77550
(409) 766-2426
FAX (409) 765 2618

MAY 25, 2012

THERE WILL BE A MEETING OF THE GALVESTON COUNTY JUVENILE PROBATION BOARD ON THURSDAY MAY 31, 2012 AT 2:00 P.M. IN ROOM 4100 AT THE GALVESTON COUNTY JUSTICE CENTER 600 59TH STREET, GALVESTON, TEXAS

GALVESTON COUNTY JUVENILE PROBATION BOARD

MAY 31, 2012

AGENDA

1. Presentation and approval of minutes of the regular meeting of April 19, 2012.

2. Distribution and discussion of monthly reports for April 2012.

   - Detention Report
   - Community Service Report
   - Financial Report (April)
   - Referee Report

3. Discussion and consideration to accept and add attorneys to the Juvenile Appointment List.

4. Discuss and approve pilot program: Conditionally Assisted Placement (CAP).

5. Discussion and consideration of ratifying Service Agreement with Walter Rowe.

6. Discussion and consideration of ratifying Service Agreement with Leda Lee.

7. Discussion and consideration of approving amendment to School Lunch Program.

8. Discussion and consideration of approving price increase for food services provided by ABL.

9. Discussion and consideration of approving Amendment Four to the 2012-2013 State Financial Assistance Contract.

10. Discussion of FY2013 Budget Proposal

Adjournment

REQUEST FOR PROPOSAL AND CONTRACT NO. RFP # B112005 BETWEEN
Galveston Co. Jerry J. Esmond Juvenile Justice Center SFA, AND ABL MANAGEMENT INC. FSMC

FIRST AMENDMENT

This Request for Proposal and Contract Amendment (Amendment) is made in consideration of the mutual covenants and Agreements contained herein by and between, Galveston County Jerry J Esmond Juvenile Justice Center School Food Authority, (SFA) and ABL Management Inc, Food Service Management Company, (FSMC), to amend the Request for Proposal and Contract No B112005 (Contract) that was executed by SFA and FSMC and effective on July 16, 2011

The Contract is amended as follows

Section C of the Contract, **Food Service**, paragraph 5 is amended as follows the current language of the Contract is deleted and replaced with the sentence, "FSMC shall provide meals that meet the standard meal pattern set by USDA "

Exhibit B of the Contract, **Program Menu Cycles**, shall be amended in order that all menus and foods meet the latest USDA dietary guidelines

All other terms of this Contract executed by SFA and FSMC remain the same

This Amendment is only valid for the 2012-2013 school year This Amendment shall terminate on June 30, 2013 The Contract may be renewed upon expiration of this Amendment if the Texas Department of Agriculture (TDA) determines there are no material changes in the nutrition standards and meal requirements in the Contract compared to those required by the January 26, 2012 Final Rule titled *Nutrition Standards in the National School Lunch and School Breakfast Programs,* 77 FR 4088 (Final Rule) If TDA determines that there are material changes between the nutrition standards and meal requirements in the Contract compared to those required by the Final Rule, the Contract will have to be rebid effective July 1, 2013

This Amendment is executed by the Parties in their capacities as stated below All parties represent and warrant that the persons signing this Amendment are authorized to bind the respective parties

GALVESTON COUNTY JUVENILE BOARD
HONORABLE BARBARA ROBERTS CHAIR

May 31, 2012

Honorable John Grady, Vice Chair

ABL MANAGEMENT INC
JOHN D APPLETON
PRESIDENT/CEO

Management
Inc.

March 29, 2012

Deputy Director David Terrell
Galveston County Juvenile
6101 Attwater Avenue
Texas City, Texas 77590

Dear Deputy Director Terrell

Per our conversation on March 23, 2012, I am writing to confirm ABL Management, Inc 's desire to extend the Food Service Agreement at the Galveston County Juvenile Facility for one year

Unfortunately, the increase in wholesale food costs necessitates ABL Management, Inc to request a rate increase as provided for in our Agreement The CPI for February 2012 has increased 2 9 (%) percent and the new rates reflect such an increase

INMATE POPULATION	PRICE PER MEAL
Breakfast	$2 7727
Lunch	$2 7727
Dinner	$2 7717
Snack	$1 2863

The rates for this sliding scale go into effect July 15, 2012

Please sign and date in the space on Page 2 and return a signed original in the enclosed envelope for our files

♦ P O Box 40486 ♦ Baton Rouge, LA 70835-0486 ♦
♦ Phone (225) 272-6063 ♦ Fax (225) 273-2165 ♦
♦ www ablmanagement com ♦
♦ MarvinHolt@ablmanagement com ♦

We thank you for your continued confidence in ABL Management, Inc and look forward to exceeding your expectations of a successful food service operation at Galveston County Juvenile If you have any questions, please do not hesitate to call me at 800-375-1293

Sincerely,

Marvin Holt

Mr Marvin Holt
District Manager

MH sda

Enclosures

c Mr John D Appleton, Chairman, President and CEO
Mr Roshon S Cody, Vice President
Mr Bill Eastburn, Director of Operations
Unit 695 / Agreement File / Receivables

APPROVED BY

9-7-2012

Mr. Rufus Crowder, Purchasing Director Date

6/1/2012

Honorable Barbara Roberts, Chair Juvenile Board Date

Honorable John Grady, Vice Chair

AGENDA ITEM #6a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	6/5/12	**Department**	Information Tech		
Renewal Contract	No	**Orgkey:**	3100159126	**Object Code.**	5754095
Contract Start Date		**Vendor.**	Edocument Resources		
Contract End Date		**Vendor No**	712491	**Contract No**	
Description	Revised Statement of Work				

Contract # Issued By Purchasing	**CM12004**	**Requested Legal Review**	**Yes** ___X___ **No** _____

Fund Name	**Fund #**	**FY12 $ Budget**	**FY12 $ Request**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY15 $ Request**
Imaging	3100 5754095	$177,884 00	$177,884 00				
Totals		177,884	177,884	-	-	-	-
Total Cost	$177,884 00						

Approved By	**Date**	**Signature**
~~Department Head~~	6-5-12	[illegible]
Purchasing Agent	6-5-12	[illegible]
County Legal	6/5/12	Stacey Bergman

Contract listed in Budget Documentation (Yes/No)

County Budget Office	[illegible]	6/5/2012

Form Number

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May 22, 2012

Mr Ryan Ellis
County of Galveston
600 59th Street
Galveston, TX 77551

Dear Mr Ellis.

This document amends the OnBase Statement of Work between eDocument Resources and the County of Galveston approved by the County 9/6/2011 as contract CM12004 by **revising the Scope, Professional Services Fees, Travel Costs, and Overall Professional Services Project Costs sections** of the contract

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Scope

The scope of this project is limited to planning, analysis and design, implementation, testing, and training activities associated with the Implementation of the OnBase components Installation and/or configuration of OnBase components that are not listed in the quote will require an approved change order

eDocument Resources and Galveston County have agreed to implement the solution using the following staged approach

1 Stage 1 – DocuShare Migration / Imaging / Document Management
2 Stage 2 – PCard Solution

Workshops to perform data gathering and design for each stage will be conducted with members of the respective Departments

The scope of this initiative will be limited to the following activities

Activity	Description
Project Management	Responsible for the project implementation and will manage the day-to-day activities for eDoc Provide a bi-weekly status report containing the following information • Project tasks completed during the current reporting period Identify tasks that have fallen behind schedule, the reason and mitigation measures • Project tasks planned for the next reporting period • Updated Project Schedule • Project Budget Status • Identify and summarize all risks and problems identified that may affect the project
ECMS Infrastructure Setup	Tasks will include • eDoc will conduct an Enterprise Infrastructure workshop with the necessary members of the Galveston County IT team • Create a Technical Specifications Document • Design and install a Production environment • SharePoint Integration ○ Install and configure the necessary modules for SharePoint integration
Requirements Review & Validation	Review and validate the General Business, Functional & Technology Requirements, Business Process Maps, and Unified County Taxonomy provided by ThirdWave for the Purchasing and Parks and Senior Services Department

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DocuShare File Migration	Develop Exporting Tool to create DIP indexing files
Ongoing Technical Support	Provide ongoing technical support, including telephone, WebEx, and/or onsite technical support, upon completion of the Purchasing and Parks and Senior Services Departments
Stage 1 - DocuShare File Migration / Imaging / Document Management	
Purchasing Tasks	**Description**

Requirements Specification Workshops & Design	Conduct a workshop with the Purchasing Department to gather data for DocuShare file migration and basic OnBase solution design After the workshop, eDocument Resources will create a Functional Specifications Document (FSD) which will contain the following information gathered during the workshop
	• Basic OnBase Taxonomy
	  o Keywords
	  o Document Types
	  o Autofill Keyword Sets
	  o Security Keywords
	  o User / Security
	  o Foldering
	  o Custom Queries

Basic OnBase Configuration	Configure the OnBase solution for the Purchasing Department in a test environment based on the approved design in the Functional Specifications Document (FSD) The basic OnBase configuration and implementation tasks will include
	• OnBase configuration
	  o Keywords
	  o Document Types
	  o Autofill Keyword Sets
	  o Security Keywords
	  o User / Security
	  o Foldering
	  o Custom Queries
	• Configure OnBase Ad-hoc Scanning for data capture and indexing
	• Configure DIP processes to import scanned documents
	• Electronic file migration from the existing Xerox DocuShare / Flowport system used by the department
	  o Configure the DIP process to migrate documents stored in DocuShare for the Purchasing Department It is assumed that the County will provide a csv file containing the necessary data to use to import the electronic files

System & Production Testing	Develop test scripts and carry out system / production testing to

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	ensure a fully functional system prior to cut-over / go-live as follows • Create a Unit Test Plan and conduct Unit testing • Conduct Functional testing • Correct any errors or configuration defects to ensure that specifications are met
End User Documentation and Training	Perform training and validation of the deployment of the solutions During this phase, eDocument Resources will perform the following tasks • Create User Acceptance Testing (UAT) training material • Conduct basic end user training • Perform end user training using the "Train the Trainer" method This allows the client resources to better support the delivered solution after eDocument Resources is no longer on site • Perform necessary configuration changes or enhancements to resolve issues that are identified during User Acceptance Testing
Production Deployment	Deployment tasks include • Create go live plan • Identify equipment maintenance and support plans • Rollout the solution into production, providing on-site support for immediate solution stabilization • Project handoff to the eDocument Resources Support team
Outstanding Enhancements	Tasks include • Consultation Services • Review current document types • Create user manual
IT Department Tasks	**Description**

Requirements Specification Workshops & Design	Conduct a workshop with the IT Department to gather data for solution design After the workshop, eDocument Resources will create a Functional Specifications Document (FSD) which will contain the following information gathered during the workshop
	• Basic OnBase Taxonomy
	  ○ Keywords
	  ○ Document Types
	  ○ Autofill Keyword Sets
	  ○ Security Keywords
	  ○ User / Security
	  ○ Foldering
	  ○ Custom Queries

Basic OnBase Configuration	Configure the OnBase solution for the IT Department in a test environment based on the approved design in the Functional

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	Specifications Document (FSD)
	The basic OnBase configuration and implementation tasks will include
	• OnBase configuration
	  ○ Keywords
	  ○ Document Types
	  ○ Autofill Keyword Sets
	  ○ Security Keywords
	  ○ User / Security
	  ○ Foldering
	  ○ Custom Queries
	• Configure OnBase Ad-hoc Scanning for data capture and indexing
	• Configure DIP processes to import scanned documents
	• Electronic file migration from the existing Xerox DocuShare / Flowport system used by the department
	  ○ Configure the DIP process to migrate documents stored in DocuShare for the IT Department It is assumed that the County will provide a csv file containing the necessary data to use to import the electronic files

End User Documentation and Training	Perform training and validation of the deployment of the solutions During this phase, eDocument Resources will perform the following tasks • Create User Acceptance Testing (UAT) training material • Conduct basic end user training • Perform end user training using the "Train the Trainer" method This allows the client resources to better support the delivered solution after eDocument Resources is no longer on site • Perform necessary configuration changes or enhancements to resolve issues that are identified during User Acceptance Testing
Production Deployment	Deployment tasks include • Create go live plan • Identify equipment maintenance and support plans • Rollout the solution into production, providing on-site support for immediate solution stabilization • Project handoff to the eDocument Resources Support team
Parks & Senior Services Department Tasks	**Description**
Workshops & Design	• Conduct a DocuShare migration workshop with the Parks & Senior Services department to gather data for solution • FSD Design

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Auditor's Office Tasks	Description
Workshops & Design	• Conduct a DocuShare migration workshop with the Auditor's Office to gather data for solution • FSD Design
Tax Office Tasks	**Description**
Workshops & Design	• Conduct a DocuShare migration workshop with the Tax Office to gather data for solution • FSD Design
Stage 2 – PCard Solution	
PCard Solution Tasks	**Description**
Discovery	Conduct a workshop with the Purchasing Department to gather data for design and deployment of the PCard solution
Design – Functional Specifications Documentation	Create a Functional Services Document (FSD) to identify the uder groups, doc types, keywords, etc
Design – Technical Design Documentation	Create a Technical Design Document (TDD) to illustrate the processes and components of the solution

Development / Configuration	Develop the solution Tasks will include the following
	• Configure Outlook Integration to submit and import/index PCard into OnBase
	• Install/Setup Virtual Print Driver to convert PCard from PDF to Tiff
	• Configure Autofill Keyword Set
	• Configure workflow to initiate the E-Mail to PCard Coder and Accounts Payable to confirm receipt of documents
	  • PCard Lifecycle
	  • PCard Conversion and Notification Queues

System and Production Testing	Develop test scripts and carry out system / production testing of the PCard solution to ensure a fully functional system prior to cut-over / go-live as follows • Create a Unit Test Plan and conduct Unit testing • Conduct Functional testing • Correct any errors or configuration defects to ensure that specifications are met
End User Documentation and Training	Perform training and validation of the deployment of the solutions During this phase, eDocument Resources will perform the following tasks • Create User Acceptance Testing (UAT) training material

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	• Conduct basic end user training • Perform end user training using the "Train the Trainer" method This allows the client resources to better support the delivered solution after eDocument Resources is no longer on site • Perform necessary configuration changes or enhancements to resolve issues that are identified during User Acceptance Testing
Production Deployment	Go-Live and Optimization, tasks include • Create go live plan • Identify equipment maintenance and support plans • Rollout the solution into production, providing on-site support for immediate solution stabilization • Project handoff to the eDocument Resources Support team
Project Management	• Planning and admin
Purchasing E-Forms	**Description**
Workshops & Design	Conduct a workshop with the Purchasing Department to gather data for design and deployment of the Purchasing E-Forms

Professional Services Fees

Following is a summary of the installation services by project stage

Activity	Hours	Rate	Cost
Project Management	190	$145 00	$27,550 00
ECMS Infrastructure Setup	60	$145 00	$8,700 00
Requirements Review & Validation	44	$145 00	$6,380 00
DocuShare File Migration	40	$145 00	$6,020 00
Ongoing Technical Support	8	$145 00	$1,160 00
Stage 1 - DocuShare File Migration / Basic OnBase Implementation			
Purchasing Tasks	**Hours**	**Rate**	**Cost**
Requirements Specification Workshops & Design	84	$145 00	$12,180 00
Basic OnBase Configuration	49	$145 00	$7,105 00
System & Production Testing	10	$145 00	$1,450 00
End User Documentation and Training	112	$145 00	$16,240 00
Production Deployment	12	$145 00	$1,740 00
Outstanding Enhancements	75	$145 00	$10,875 00
IT Department Tasks	**Hours**	**Rate**	**Cost**
Requirements Specification Workshops & Design	36	$145 00	$5,220 00
Basic OnBase Configuration	12	$145 00	$1,740 00

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End User Documentation and Training	14	$145 00	$2,030 00
Production Deployment	2	$145 00	$290 00
Parks & Senior Services Department Tasks	**Hours**	**Rate**	**Cost**
Workshops & Design	22	$145 00	$3,190 00
Auditor's Office Tasks	**Hours**	**Rate**	**Cost**
Workshops & Design	11	$145 00	$1,595 00
Tax Office Tasks	**Hours**	**Rate**	**Cost**
Workshops & Design	15	$145 00	$2,175 00
Stage 2-- PCard Solution			
Task	**Hours**	**Rate**	**Cost**
Discovery	25	$145 00	$3,625 00
Design – FSD	28	$145 00	$4,060 00
Design - TDD	27	$145 00	$3,915 00
Development / Configuration	38	$145 00	$5,510 00
Testing	24	$145 00	$3,480 00
Training	24	$145 00	$3,480 00
Production Deployment	28	$145 00	$4,060 00
Project Management	30	$145 00	$4,350 00
Purchasing E-Forms	**Hours**	**Rate**	**Cost**
Workshops & Design	12	$145 00	$1,740 00
Total	**1,032**		**$149,640.00**

Travel Costs

Costs associated with travel to Galveston County will be invoiced as trip charges Trip charges for this project will be as follows based on the assumption that each trip is 5 days, traveling to the County on Monday and from the County on Friday These will be itemized on the invoice

Airfare $1,025 (including taxes and fees)
The airfare above is based on Southwest Airlines round-trip Business Select fares as of August 12, 2011
Hotel $500 ($125 per night excluding taxes)
Meals $225 (per diem $45 per day)
Transport $300 (standard/mid-sized/intermediate car including taxes)
Parking $40 (airport)
Mileage $20
Other $25
Total $2,135

Estimated Trip charges

The overall trip charges based on the projected timeline are as follows

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Month	Trips	Airfare	Hotel	Meals	Transport	Parking	Mileage	Other	Totals
Oct '11	2	$906	$938	$169	$300	$0	$0	$20	$2,332
Dec '11	4	$2,623	$1,320	$382	$468	$84	$37	$0	$4,914
Feb '12	2	$1,537	$1,476	$473	$535	$120	$46	$0	$4,187
Mar '12	3	$2,123	$1,520	$529	$428	$0	$0	$0	$4,599
Apr '12	2	$1,932	$790	$473	$535	$120	$46	$0	$3,895
Jun '12	3	$3,056	$1,506	$675	$600	$160	$80	$100	$6,177
Jul '12	1	$1,025	$505	$225	$300	$40	$20	$25	$2,140
Totals	**17**	**$16,276**	**$9,550**	**$3,688**	**$3,466**	**$644**	**$289**	**$220**	**$28,244**

Overall Professional Services Project Costs

Task Description	Estimated Cost
Professional Services	$ 149,640 00
Travel	$ 28,244 00
Total	$ 177,884.00

This Agreement and all its provisions are accepted by

Galveston County
Company Name ("Client")

By (Signature)

Mark Henry, County Judge
Printed Name and Title

722 Moody, 2nd Floor
Address

Galveston, TX 77550
City, State, Zip

6 / 12 / 12
Dated

eDocument Resources, LLC
Company Name ("eDoc")

By (Signature)

Matt Charlson, VP/CTO
Printed Name and Title

6101 Baker Rd Suite 207
Address

Minnetonka, MN 55345
City, State, Zip

May 25, 2012
Dated

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May 21, 2012

Mr. Ryan Ellis
County of Galveston
600 59th Street
Galveston, TX 77551

Dear Mr Ellis:

This document amends the Master Service Agreement between eDocument Resources and the County of Galveston approved by the County 9/6/2011 as contract CM12004 by **replacing page 16 of 24** of the contract Changes on this agreement include the addtion of the Hyland OnBase Virtual Print Driver, which will initiate an invoice in the amount of $4,800 to the County Annual maintenance for the Virtual Print Driver ($1,000) will not impact the original agreement for the 2011/2012 contract period, but will be included under the 2012/2013 contract that begins November 1, 2012

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ONBASE ORDER SUMMARY

PURCHASE ORDER		**HSI #**	
DATE	Monday, May 21 2012	**HASP TYPE**	
VENDOR NAME	**eDocument Resources**	**CUSTOMER NAME**	**Galveston County**
VENDOR ADDRESS	6101 Baker Road Suite 207 Minnetonka MN 55345	**CUSTOMER ADDRESS**	722 Moody Galveston TX 77550
VENDOR CONTACT	**Lee Meyerdirk**	**CUSTOMER CONTACT**	**Mr Rufus Crowder**
VENDOR PHONE	952-607 3513	**CUSTOMER PHONE**	409-621 7987
		CUSTOMER EMAIL	rufus.crowder@co.galveston.tx.us
VENDOR EMAIL	neyerdirk@edocumentresources.co		

ONBASE PRICING

Product Name	Product Code	License Fee	Qty	Extended Price	Maintenance	Total
Multi-User Server	OBIPW1	$ 5 000 00	1 00	$ 5 000 00	$ 900 00	$ 5 900 00
Concurrent Client	CTIPC1	R 1 200 00	40 00	R 48 000 00	R 8 640 00	R 56 640 00
Production Document Imaging (Kofax or TWA	DIIPW1	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Production Document Imaging (Kofax or TWA	DIIPW2	R 2 000 00	2 00	R 4 000 00	R 720 00	R 4 720 00
Desktop Document Imaging (Unlimited)	AIIPW3	R 1 500 00	17 00	R 25 500 00	R 4 590 00	R 30 090 00
Batch OCR	OCIPW1	R 1 500 00	1 00	R 1 500 00	R 270 00	R 1 770 00
Automated Indexing	IAIPW1	R 10 000 00	1 00	R 10,000 00	R 1 800 00	R 11 800 00
Virtual Print Driver	PTIPC1	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Signature Pad Interface (TWAIN)	PWIPI1	R 6 000 00	1 00	R 6 000 00	R 1 080 00	R 7 080 00
Workflow Concurrent Client SL (1-20)	WLIPC1	R 2 000 00	20 00	R 40 000 00	R 7 200 00	R 47 200 00
Workflow Concurrent Client SL (21-50)	WLIPC2	R 1 600 00	20 00	R 32 000 00	R 5 760 00	R 37 760 00
Digital Signatures	DGIPN1	R 200 00	9 00	R 1 800 00	R 324 00	R 2 124 00
Web Server	WTIPW1	R 10 000 00	1 00	R 10 000 00	R 1 800 00	R 11 800 00
Unity Client Server	UNIPI1	R 10 000 00	1 00		R 1 800 00	R 1 800 00
Unity Briefcase	UBIPW1	R 400 00	10 00	R 4 000 00	R 720 00	R 4 720 00
EDM Services	DMIPI1	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Office Business Application for 2010	OIIPW4-10	R 15 000 00	1 00	R 15 000 00	R 2 700 00	R 17 700 00
Web Parts for Microsoft SharePoint	SPIPI1	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Integration for Microsoft Outlook 2010	OLIPI1-10	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Enterprise Application Enabler	AEIPI2	R 50 000 00	1 00	R 50 000 00	R 9 000 00	R 59 000 00
Web Services Toolkit	WSIPI1	R 10 000 00	1 00	R 10 000 00	R 1 800 00	R 11 800 00
Physical Records Management	PRIPI1	R 15 000 00	1 00	R 15 000 00	R 2 700 00	R 17 700 00
Records Management	RIIPI1	R 20 000 00	1 00	R 20 000 00	R 3 600 00	R 23 600 00
Distributed Disk Services	DSIPI1	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Public Sector Constituency Web Access	GWIPI1	R 0 01	########	R 2 950 00	R 531 00	R 3 481 00

Software	$ 330 750 00
Less Galveston Government Discount	**$ 65 350 00**
Total Software Investment	$ 265 400 00
Annual Maintenance	$ 54 680 00
Professional Services	
Total	$ 320 080 00

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This Agreement and all its provisions are accepted by

Galveston County	eDocument Resources, LLC
Company Name ("Client")	Company Name ("eDoc")
By (Signature)	By (Signature)
Mark Henry, County Judge	Kenneth Schempp, CEO
Printed Name and Title	Printed Name and Title
722 Moody	6101 Baker Rd. Suite 207
Address	Address
Galveston, Texas 77550	Minnetonka, MN 55345
City, State, Zip	City, State, Zip
6 / 12 / 12	5 / 31 / 12
Dated	Dated

ATTEST:
COUNTY CLERK
BY: Dwight D. Sullivan

COUNTY: GALVESTON COUNTY, TEXAS
COMMISSIONER'S COURT

BY: Mark Henry
COUNTY JUDGE
Mark Henry

DATE: June 12, 2012

APPROVED AS TO FORM

BY:_____
COUNTY ATTORNEY'S OFFICE

eDOCUMENT RESOURCES, LLC

BY

TITLE: CEO
DATE: 5/31/12

AGENDA ITEM #6b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	6/5/12	**Department**	Information Tech		
Renewal Contract	No	**Orgkey·**	3100159126	**Object Code.**	5754095
Contract Start Date		**Vendor.**	Edocument Resources		
Contract End Date		**Vendor No**	712491	**Contract No**	
Description	IFAS Intergration with Onbase				
Contract # Issued By Purchasing	CM12152	**Requested Legal Review**	Yes __X__ No ____		

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Imaging	3100 5754095	$66,645 00	$66,645 00				
Totals		66,645	66,645	-	-	-	-

Total Cost	$66,645 00

Approved By	Date	Signature
~~Department Head:~~	6-5-12	[signature]
Purchasing Agent	6-5-12	[signature]
County Legal	6/5/12	[signature]

Contract listed in Budget Documentation (Yes/No)

County Budget Office	[signature]	6/5/2012

Form Number

Professional Services

STATEMENT OF WORK

IFAS INTEGRATION
GALVESTON COUNTY

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6101 Baker Road, Suite 207
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952.607.3777

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Version Control

Document Attributes

Document Name	Statement of Work #2938 For IFAS Integration
Publish Date	06 04 2012
Current Revision Number	0 2
Responsible Group	Professional Services
Author	Matt Charlson
Document Expiration Date	07 15 2012

Revision History

Version Number	Date	Responsibility (Author)	Description
0 1	03 20 2012	Tim Nelson	Initial draft
0 2	06 04 2012	Tim Nelson	Changes as requested by Galveston County

RACI Chart

Name	Position	E-mail address	*	R	A	S	C	I
Matt Charlson	CTO	mcharlson@edocumentresources com			X			X
Lee Meyerdirk	Account Manager	lmeyerdirk@edocumentresources com				X		X
Tim Nelson	Project Manager	tnelson@edocumentresources com		X				X
JJ Allen	Administrative Coordinator	jj allen@co galveston tx us	X				X	X
Ryan Ellis	Records Management Officer	Ryan Ellis@co galveston tx us					X	X

Column Key	* – Authorize This individual has ultimate signing authority for any changes to the document R – Responsible Person responsible for creating this document A – Accountable Person accountable for accuracy of this document S – Supports Individuals providing supporting services in the production of this document C – Consulted Individuals providing input (interviewee, etc) I – Informed Individuals who must be informed of any changes

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Overview

Galveston County would like to inegrate the IFAS system with OnBase across the county using Application Enabler eDocument Resources will work with the Galveston County team to design, implement, and support the solution

The Professional Services Fees are based on the rates in the Statement of Work titled SOW2710 – V04 - Galveston County – OnBase Implementation" dated August 30th, 2011 and signed on September 6th, 2011 by and between Galveston County and eDocument Resources (eDoc) and are incorporated therein by reference

Scope

The scope of work for this initiative is limited to planning, discovery, design, development, testing, and training activities associated with the integration of IFAS and OnBase Installation and/or configuration of OnBase components that are not listed in the quote will require an approved change order, to be executed by the Galveston County Commissioners' Court as opposed to the County's IT Administrator Coordinator

Activity	Description
Discovery	Conduct workshops to gather data for the IFAS integration solution This will include • Screens (3 per department) • Keywords • Assist client to identify the Security user groups
Design	Create the Technical Specifications Document which include the following • County Architecture • Solution • Solution Specs
Development	Configure App Enabler assuming 3 screens per department • Configure screen scrape • Security (210 user groups)
Training	Perform training and validation of the deployment of the solutions • Create documentation • Train the trainer
Testing	Perform testing of the solution to ensure a fully functional system prior to cut-over / go-live as follows • Perform Unit Testing • Create User Acceptance Testing training material UAT will be performed by Galveston County

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	• Configure enhancements based on UAT results • 2nd testing cycle
Cut-Over	Go-Live and Optimization, tasks include • Create go live plan • Rollout the solution into production, providing on-site support for immediate solution stabilization
Project Management	Responsible for the project implementation and will manage the day-to-day activities for eDoc Provide a bi-weekly status report containing the following information • Project tasks completed during the current reporting period Identify tasks that have fallen behind schedule, the reason and mitigation measures • Project tasks planned for the next reporting period • Updated Project Schedule • Project Budget Status • Identify and summarize all risks and problems identified that may affect the project

Professional Service Fees

Following is a summary of the maximum Professional Services fees by project stage

High Level Tasks	Estimated Hours	Estimated Cost
Discovery	40	$5,800 00
Design	80	$11,600 00
Development	80	$12,400 00
Training	24	$3,480 00
Testing	40	$6,280 00
Cut-Over	16	$2,320 00
Project Management	53	$7,685 00
Total:	333	$49,565.00

Project Management effort is calculated based both on perceived need for the project as well as estimated level of effort for the implementation of the items considered to be in scope Actual Project Management hours may vary, time is billed actual Key factors that can alter the hours required for Project Management include but are not limited to items such as Status Meetings, planning sessions, Project Plan maintenance, communication, and coordination of client resources

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court

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Travel Costs

Costs associated with travel to Galveston County will be invoiced as trip charges Trip charges for this project will be as follows based on the assumption that each trip is 5 days, traveling to the County on Monday and from the County on Friday These will be itemized on the invoice

Airfare	$1,025 (including taxes and fees)

The airfare above is based on Southwest Airlines round-trip Business Select fares as of 3/20/12

Hotel	$500 ($125 per night excluding taxes)
Meals	$225 (per diem $45 per day)
Transport	$300 (standard/mid-sized/intermediate car including taxes)
Parking	$40 (airport)
Mileage	$20
Other	$25
Total	$2,135

Estimated Trip charges

The overall trip charges based on the projected timeline are as follows

Month	Trips	Airfare	Hotel	Meals	Transport	Parking	Mileage	Other	Totals
Jun '12	2	$2,050	$1,000	$450	$600	$80	$40	$50	$4,270
July '12	3	$3,075	$1,500	$675	$900	$120	$60	$75	$6 405
Aug '12	2	$2,050	$1,000	$450	$600	$80	$40	$50	$4,270
Sep '12	3	$3,075	$1,500	$675	$900	$120	$60	$75	$6 405
Totals	**10**	**$8,200**	**$4,000**	**$1,800**	**$2,400**	**$320**	**$160**	**$200**	**$17,080**

Overall Professional Services Project Costs

Phase	Hours	Estimated Consulting Fee	Travel and Expenses	Totals
Discovery	40 0	$5,800 00	$2,135 00	$7,935 00
Design	80 0	$11,600 00	$0 00	$11,600 00
Development	80 0	$12,400 00	$4,270 00	$16,670 00
Testing	40 0	$6,280 00	$0 00	$6,280 00
Training	24.0	$3,480 00	$2,135 00	$5,615 00
Deployment	16 0	$2,320 00	$2,135 00	$4,455 00
Project Management	53 0	$7,685 00	$6,405 00	$14,090 00
Grand Total	**333.0**	**$49,565.00**	**$17,080.00**	**$66,645.00**

Overtime Policy

Professional Services are considered overtime if they belong to one of the following situations

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1) Work is being performed in the same time zone as eDoc Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8 00 AM – 5 00 PM)
2) Work is being performed in a different time zone other than that of eDoc Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8 00 AM – 5 00 PM) in said time zone

In certain circumstances, eDoc will perform work outside of normal business hours eDoc will only charge an overtime premium when client has requested that work be performed outside of standard business hours (see above for location and/or hours details) Overtime rates are billed at 1 25 times the quoted services rate

Facsimile or Electronic Copy

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect

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Agreement

This work agreement is bound by the terms and conditions of the Master Agreement between eDoc and Galveston County The signature listed below will serve to authorize the engagement of eDocument Resources services as described in this document

This Agreement and all its provisions are accepted by

Galveston County Approval			
Approver	Mark Henry	Title	County Judge
Signature		Date	**June 12, 2012**
Approver	Dwight Sullivan	Title	County Clerk
Signature		Date	**June 12, 2012**
eDocument Resources Approval			
Approver	Matt Charlson	Title	CTO
Signature		Date	Jun 04, 2012

Thank you for choosing ***eDocument Resources, LLC***

Sincerely,
Matt Charlson
eDocument Resources

AGENDA ITEM #7

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

May 25, 2012

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

Re Request for Agenda Item
Interlocal Tax Collection Agreements

Dear Judge Henry

Attached please find two complete sets of original copies of the Interlocal Tax Collection Agreement for all but one of our property tax collection customers (City of La Marque is expected to arrive in advance of this agenda posting but is the only entity not included with this request)

Our tax collection contracts renew every three years and is amended whenever there is a change in the per parcel amount charged Section 6.27 of the Property Tax Code provides that the County Assessor-collector is entitled to a reasonable fee, which may not exceed the actual costs incurred, for assessing and collecting taxes for a taxing unit For the last eight years, we have used the following formula in determining the appropriate amount to charge an entity

1 Identify the personnel that would not be needed if collections were for Galveston County only
2 Estimate the infrastructure cost for the additional personnel
3 Spread the cost among the total number of parcels for which we collect

We have made one significant change to our contract and cost estimates this year The opt out provision for split pay has created enormous confusion for the customers and radically increased our workload, particularly with regard to posting errors associated with utilizing remote processing There was a great deal of push back from the four jurisdictions to my proposal to increase their fee by $0 15 per parcel, so much so that I opted to wait a year to implement that increase One of our solutions is to bring all processing in-house so that we can control the split payment loads and the opt out entity payment We are hopeful that this solution will eliminate the need to increase the fee but, in the event it does not, I intend to propose a legislative change to remove this option from statute The only other option is for Commissioners to join us in the firm conviction that we are entitled to the additional charge and that it is fair

Should you have questions or concerns, please do not hesitate to contact me

Sincerely,

Cheryl E Johnson

Cheryl E Johnson, RTA

COLLECTION CUSTOMERS OF THE COUNTY TAX OFFICE

City of Bayou Vista
City of Clear Lake Shores
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Kemah
City of Jamaica Beach
City of La Marque
City of League City
City of Santa Fe
City of Texas City
Village of Tiki Island

Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
La Marque Independent School District

Galveston College
College of the Mainland

Drainage District No 1
Drainage District No 2
Emergency Services District No 1
Bacliff MUD
Bayview MUD
San Leon MUD
Tara Glen MUD
GC Fresh Water Dist No 6
Galveston Co MUD No 12
Navigation District No 1
WCID No 1
WCID No 19

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Bayou Vista (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 1317 equates to $355 59 This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0 15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 1317 equates to $553.14 This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 27 day of March, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of Bayou Vista

The Honorable Bobby Rosenquist, Mayor

Attest:

City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Clear Lake Shores (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6 22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

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In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

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Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 1649 equates to $430.65. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 1649 equates to $669.90. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of Clear Lake Shores

The Honorable Vern Johnson, Mayor

Attest:

City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Friendswood (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6 22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel for Galveston County properties which, when applied to the current number of parcels of 11,858 equates to $3,201.66 plus $1.02 per parcel for Harris County properties which, when applied to the current number of parcels of 3,768 equates to $3,843.36, the sum of which is $7,045.02. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.

- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel for Galveston County properties which, when applied to the current number of parcels of 11,858 equates to $4,980 36 plus $1.17 per parcel for Harris County properties which, when applied to the current number of parcels of 3,768 equates to $4,408.56, the sum of which is $9,388.92, will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.

- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b).

The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 7th day of May, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of Friendswood

The Honorable David Smith, Mayor

Attest:

City Secretary
Melinda Welsh, TRMC

CITY OF FRIENDSWOOD
STATE OF TEXAS

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Galveston (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 34860 equates to $9412.20. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 34860 equates to $14641.20. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of Galveston

The Honorable Joe Jaworski, Mayor

Attest:

City Secretary

Michael W Kovacs, City Manager

Approved as to form:

Dorothy Palumbo, City Attorney

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Hitchcock (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0 27 per parcel which, when applied to the current number of parcels of 8079 equates to $2181.33. This sum is payable to the Assessor Collector, as follows.

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 8079 equates to $3393.18. This sum is payable to the Assessor Collector, as follows.

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6 30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 16th day of April, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of Hitchcock

The Honorable Anthony Matranga, Mayor

CITY OF HITCHCOCK
HITCHCOCK, TEXAS

City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Kemah (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas, and,

WHEREAS, Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County, and

WHEREAS, as set forth in §6 23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6 22(c), and

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency,

NOW, THEREFORE, as authorized by Tax Code §6 24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26 05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 1668 equates to $450.36. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 1668 equates to $700.56. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity Expenses incurred by Assessor Collector shall be available for review by Entity upon request

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository Collections less than $1,000 00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000 00 at which time such remittance will be made to Taxing Entity

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015 Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s) In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6 30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6 30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E Johnson, RTA
County Tax Assessor Collector

City of Kemah

The Honorable Bob Cummins, Mayor

Attest:

City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Jamaica Beach (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 1648 equates to $444.96. This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 1648 equates to $692.16. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of Jamaica Beach

The Honorable Victor Pierson, Mayor

Attest:

City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of La Marque (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6 23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 9916 equates to $2677.32. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 9916 equates to $4164.72. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of La Marque

The Honorable Bobby Hocking, Mayor

Attest:

City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of League City (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel for Galveston County properties which, when applied to the current number of parcels of 36,612 equates to $9,885.24 plus $1.02 per parcel for Harris County properties which, when applied to the current number of parcels of 411 equates to $419.22, the sum of which is $10,304.46. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.

- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel for Galveston County properties which, when applied to the current number of parcels of 36,612 equates to $15,377 04 plus $1 17 per parcel for Harris County properties which, when applied to the current number of parcels of 411 equates to $480.87, the sum of which is $15,857.91, will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6 30 (b).

The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6 30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 1st day of August, 2012.

County of Galveston

Mark Henry, County Judge

City of League City

The Honorable Tim Paulissen, Mayor

Attest:

Dwight Sullivan, County Clerk

Attest:

Diana M. Stapp
City Secretary

Cheryl E. Johnson, RTA
County Tax Assessor Collector

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Santa Fe (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6 23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6 27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0 27 per parcel which, when applied to the current number of parcels of 8106 equates to $2188.62. This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County Due to the complexity of implementing this provision, an additional $0 15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 8106 equates to $3404 52 This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis Savings that may result with multiple entity participation will be distributed equally between participating entities

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of Santa Fe

The Honorable Ralph Stenzel, Mayor
4-12-12

Attest:

City Secretary

THE CITY OF SANTA FE

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Texas City (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County, and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 25326 equates to $6838.02. This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 25326 equates to $10636.92. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6 30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6 30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of Texas City

The Honorable Matthew T. Doyle, Mayor

Attest:

City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Village of Tiki Island (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0 27 per parcel which, when applied to the current number of parcels of 1342 equates to $362 34 This sum is payable to the Assessor Collector, as follows

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 1342 equates to $563.64 This sum is payable to the Assessor Collector, as follows.

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 15 day of May, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Village of Tiki Island

The Honorable Ted Kennedy, Mayor

Attest:

City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Galveston Independent School District (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 47991 equates to $12957.57. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 47991 equates to $20156.22. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 25th day of April, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Galveston Independent School District

The Honorable Kelly Chambers, President

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the High Island Independent School District (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County, and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6 24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0 27 per parcel which, when applied to the current number of parcels of 5038 equates to $1360 26. This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County Due to the complexity of implementing this provision, an additional $0 15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 5038 equates to $2115 96 This sum is payable to the Assessor Collector, as follows

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

High Island Independent School District

The Honorable Benny Barrow, President

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Hitchcock Independent School District (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 9467 equates to $2556 09 This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 9467 equates to $3976 14. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000 00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 17th day of April, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Hitchcock Independent School District

The Honorable Dianne James, President

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the La Marque Independent School District (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6 24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6 27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 17208 equates to $4646.16 This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 17208 equates to $7227 36. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

La Marque Independent School District

The Honorable Annie Burton, President

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Galveston College (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6 27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 47991 equates to $12957 57 This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 47991 equates to $20156.22. This sum is payable to the Assessor Collector, as follows

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000 00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Galveston College

The Honorable Florentino F. "Tino" Gonzalez, Chairman

Attest:

for Secretary
W. Myles Shelton, Ed.D.
Assistant Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the College of the Mainland (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

73

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 89083 equates to $24052.41. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 89083 equates to $37414.86. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 2nd day of APRIL, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor-Collector

College of the Mainland

The Honorable Ralph Holm, Chairman

Attest:

N/A
City Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Galveston County Drainage District No. 1 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6 24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 18132 equates to $4895.64. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 18132 equates to $7615.44. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis.

Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6 30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of April, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Galveston County Drainage District No. 1

The Honorable L. Daniel Woitena, Chairman

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Galveston County Drainage District No. 2 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6 23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 17952 equates to $4847.04. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 17952 equates to $7539.84. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis.

Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Galveston County Drainage District No. 2

The Honorable Michael Macik, Chairman

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Galveston County Emergency Services District No 1 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas, and,

WHEREAS, Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County, and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6 22(c), and

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both, and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency,

NOW, THEREFORE, as authorized by Tax Code §6 24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26 05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6 23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 15224 equates to $4110.48 This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0 15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 15224 equates to $6394 08. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis.

Savings that may result with multiple entity participation will be distributed equally between participating entities

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity Expenses incurred by Assessor Collector shall be available for review by Entity upon request

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000 00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository Collections less than $1,000 00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000 00 at which time such remittance will be made to Taxing Entity

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015 Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s) In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6 30 (b) The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6 30 of the Property Tax Code, for the collection of delinquent taxes

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Galveston County Emergency Services District No. 1

The Honorable Frank Marabella, President

Attest

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Bacliff Municipal Utility District (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 4180 equates to $1128 60. This sum is payable to the Assessor Collector, as follows

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 4180 equates to $1755 60. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6 30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 9th day of April, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Bacliff Municipal Utility District

The Honorable Brad Bingham, President

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Bayview Municipal Utility District (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 835 equates to $225.45. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 835 equates to $350.70. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6 30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this **12th** day of **June**, 2012.

County of Galveston

Mark Henry, County Judge

Attest

Dwight Sullivan, County Clerk

Bayview Municipal Utility District

The Honorable Leonard Loukanis,
President

Attest

Secretary

Cheryl E Johnson, RTA
County Tax Assessor Collector

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the San Leon Municipal Utility District (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf

PAYMENT & COST OF SERVICES

Pursuant to §6 27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0 27 per parcel which, when applied to the current number of parcels of 5812 equates to $1569.24 This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 5812 equates to $2441.04 This sum is payable to the Assessor Collector, as follows.

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

San Leon Municipal Utility District

The Honorable Joe Manchaca, President

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Tara Glen Municipal Utility District (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0 27 per parcel which, when applied to the current number of parcels of 451 equates to $121 77. This sum is payable to the Assessor Collector, as follows.

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 451 equates to $189.42. This sum is payable to the Assessor Collector, as follows

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6 30 of the Property Tax Code, for the collection of delinquent taxes

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Tara Glen Municipal Utility District

The Honorable Clifford J. Walk, President

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Galveston County Fresh Water Supply District No. 6 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 1353 equates to $365.31. This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County Due to the complexity of implementing this provision, an additional $0 15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 1353 equates to $568.26. This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis

Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6 30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Galveston County Fresh Water Supply District No. 6

The Honorable Tim Cullather, President

Attest:

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Galveston County Municipal Utility District No. 12 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0 27 per parcel which, when applied to the current number of parcels of 1751 equates to $472 77 This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31 03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 1751 equates to $735 42. This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity

agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Galveston County Municipal Utility District No. 12

The Honorable William Alcorn, President

Attest:

Dwight Sullivan, County Clerk

Attest:

Secretary

Cheryl E. Johnson, RTA
County Tax Assessor Collector

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Galveston County Navigation District No. 1 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6 23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6 27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0 27 per parcel which, when applied to the current number of parcels of 24177 equates to $6527.79. This sum is payable to the Assessor Collector, as follows·

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31 03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 24177 equates to $10154.34. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis.

Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012.

County of Galveston

Mark Henry, County Judge

Galveston County Navigation District 1

The Honorable Vandy Anderson, Chairman

Attest:

Dwight Sullivan, County Clerk

Attest:

Secretary

Cheryl E. Johnson, RTA
County Tax Assessor Collector

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Water Control and Improvement District No. 1 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c), and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 10606 equates to $2863 62 This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1 The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0 42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 10606 equates to $4454 52 This sum is payable to the Assessor Collector, as follows

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis.

Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6 30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6 30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 12th day of June, 2012

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Water Control and Improvement District No. 1

The Honorable Shamarion M Barber, President

Attest.

Secretary

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the Water Control and Improvement District No. 19 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 651 equates to $175.77. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 651 equates to $273.42. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis.

Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to

enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this 20 day of March, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

Water Control and Improvement District No. 19

The Honorable Josh Armendariz, President

Attest:

Secretary

AGENDA ITEM #8

RC

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

June 5, 2012

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax Refunds in Excess of $2,500 00

Dear Judge Henry

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

Account Number	Amount	Reason
3505-0225-0011-000	$ 4,079 19	Duplicate Payment
2861-0004-0012-000	$ 3,587 26	Duplicate Payment
7326-2001-0001-000	$ 4,980 04	Duplicate Payment
8600-0661-1759-000	$ 8,334 29	Duplicate Payment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

RECEIVED
JUN 05 2012
GALVESTON COUNTY JUDGE

June 5, 2012

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax Refunds in Excess of $2,500 00

Dear Judge Henry

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

Account Number	Amount	Reason
4427-0165-0022-000	$ 35,394 26	Order to Vacate Judgment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

AGENDA ITEM #9

Cheryl E. Johnson, RTA

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

June 5, 2012

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

RE CLERICAL ERROR
6505-0003-0036-000
Ballentine, Robert

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and any attorney fees on the above referenced tax account, as listed below, due to a clerical error

A check mailed by Mr Ballentine in December was returned to him according to notes on his account Mr Balentine states he did not request to have the check mailed back to him Another check was sent on January 15, 2012 but was never received by the Tax Office It is not Tax Office policy to mail checks back to the customers Therefore, this is a clerical error

Account	Year	Refund
6505-0003-0036-000	2011	$ 363 19

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Appraisal & Collection Technologies - GALVESTON COUNTY

ORACLE

Notes

Roll Code: REAL PROPERT

BALLENTINE ROBERT

616 KINGS CT

02/27/2012 Owner No: 0

A/S INCLUDED Remove Fees Calculate

Tax Unit: 2 211 336 605 901 8005

Year	Assessed Value					Base Levy	Paid Levy	Adjustment	Remaining Levy	Fees	Refund	Adjusted Due
												$4,317.83
2010	$133,940			0		$4,051 58	$4,051 58	$ 00	$ 00	$ 00	$.00	$.00
2009	$122,820			0		$3,663 01	$3,663 01	$.00	$ 00	$ 00	$ 00	$ 00
2008	$122,820	Y	Y	0	Partial Pay	$1,669 93	$1,669 93	$.00	$ 00	$ 00	$ 00	$ 00
2007	$122,820	Y	Y	0	Partial Pay	$1,677 39	$1,677 39	$ 00	$ 00	$ 00	$ 00	$ 00
2006	$122,820	Y	Y	0	Partial Pay	$1,834 18	$1,834 18	$ 00	$ 00	$ 00	$ 00	$ 00
2005	$115,290	Y	Y	0	Partial Pay	$1,824 75	$1,824 75	$ 00	$ 00	$ 00	$ 00	$.00
2004	$115,290			0		$1,846 47	Paid Levy 47	$ 00	$ 00	$ 00	$ 00	$ 00
2003	$115,290			0		$1,863 18	$1,863 18	$ 00	$ 00	$ 00	$ 00	$ 00

Totals

Start

start 10:10 AM

2/27/12 10.17am

443.670.6320

Rachel

V# 9990

Jan 15th

TP Sent in check

$4 035.56

NA → Left a message

4/26/12 Called to request a copy of the information sent back to him w/ the check V# 9990 (Jan 15th) $4035 36

/26/12 TP called back : stated ↓

Feb 9th - called to check status

give more time (Erma)

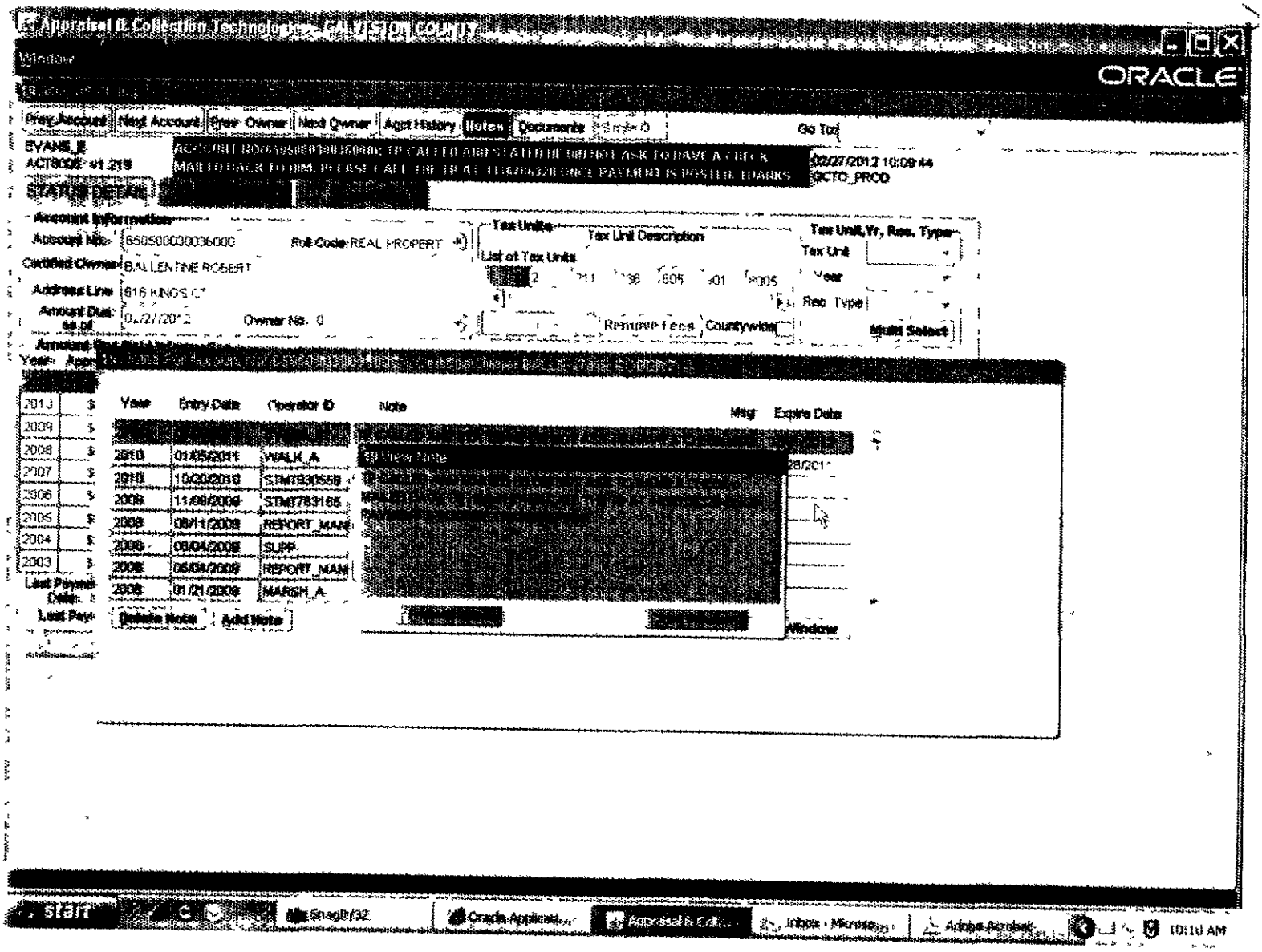
nd of Feb - paid taxes after check

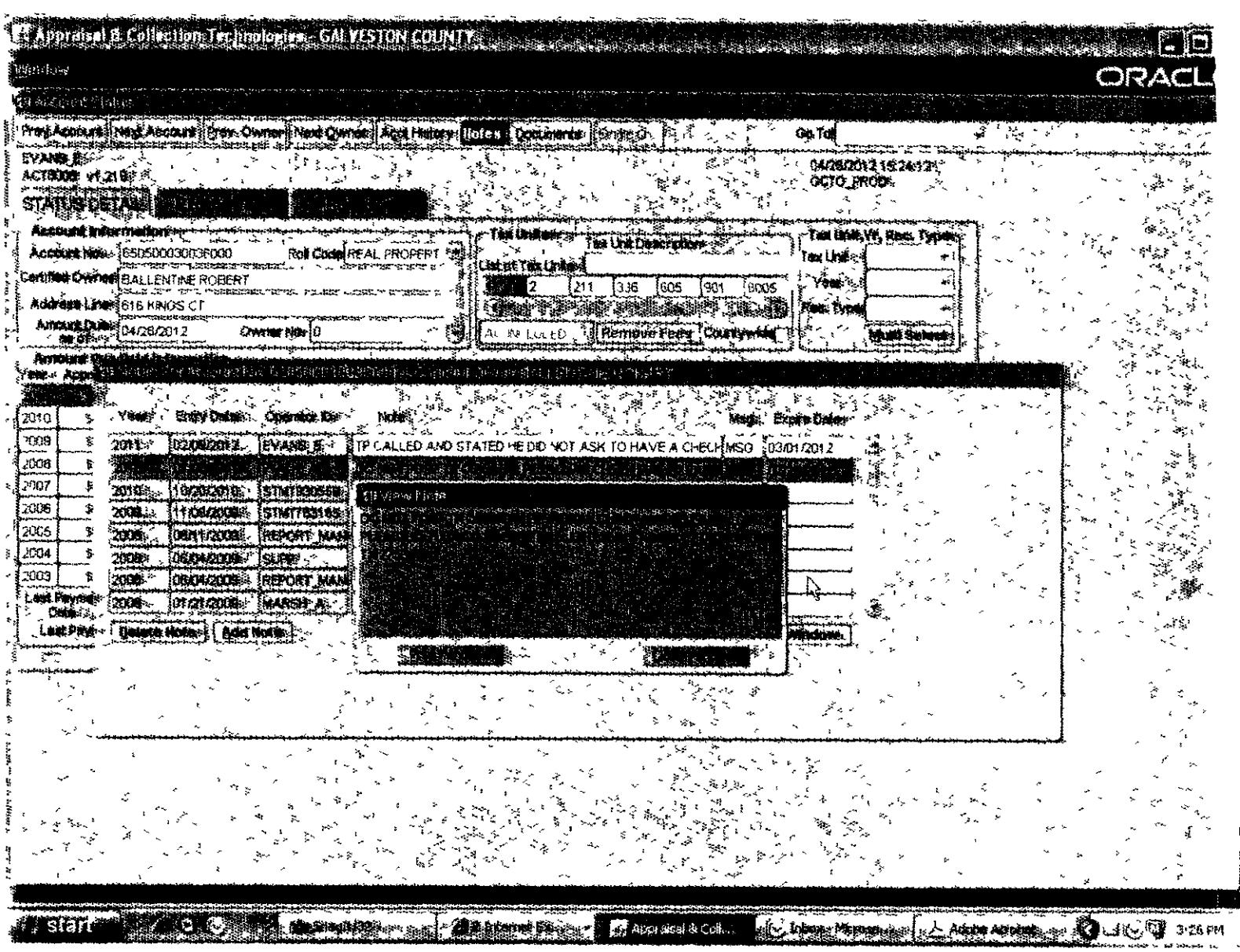
still hadent cleared

starter check · Really dont use checks

pd case

0 10 04AM 27-Feb-2012


Appraisal & Collection Technologies - GALVESTON COUNTY
Window
ORACLE
Prev Account
Next Account
Prev Owner
Next Owner
Acct History
Notes
Documents
Go To:
EVANS_E
ACT8008 v1.219
02/27/2012 10:09:44
GCTO_PROD
STATUS DETAIL
Account Information
Account No.: 650500030036000
Roll Code: REAL PROPERT
Certified Owner: BALLENTINE ROBERT
Address Line: 616 KINGS CT
Amount Due as of: 02/27/2012
Owner No. 0
Tax Units
Tax Unit Description
List of Tax Units
Tax Unit,Yr, Rec. Type
Tax Unit
Year
Rec. Type
Remove Fees
Countywide
Multi Select
Year
Entry Date
Operator ID
Note
Msg
Expire Date
2010 01/05/2011 WALK_A
2010 10/20/2010 STMT930559
2009 11/09/2009 STMT783165
2008 08/11/2009 REPORT_MAN
2008 08/04/2009 SUPP
2008 06/04/2009 REPORT_MAN
2008 01/21/2009 MARSH_A
View Note
Delete Note
Add Note
Window
start
Snagit/32
Oracle Applicati...
Appraisal & Coll...
Inbox - Microso...
Adobe Acrobat
10:10 AM


Appraisal & Collection Technologies - GALVESTON COUNTY
ORACL
Prev Account
Next Account
Prev Owner
Next Owner
Acct History
Notes
Documents
Go To
EVANS_E
ACT8008 v1.218
04/28/2012 15:24:12
OCTO_PROD
STATUS DETAIL
Account Information
Account No: 650500030036000
Roll Code: REAL PROPERT
Certified Owner: BALLENTINE ROBERT
Address Line: 616 KINGS CT
Amount Due as of: 04/28/2012
Owner No: 0
Tax Unit
Tax Unit Description
List of Tax Units
2
211
336
605
901
8005
Remove Fees
Countywide
Tax Unit, Yr, Rec. Type
Tax Unit
Year
Rec. Type
Multi Select
Year
Entry Date
Operator ID
Note
Msg
Expire Date
2010
2009
2008
2007
2006
2005
2004
2003
2011
02/08/2012
EVANS_E
TP CALLED AND STATED HE DID NOT ASK TO HAVE A CHECK
MSG
03/01/2012
2010
10/20/2010
STMT930569
2008
11/06/2008
STMT783165
2008
08/11/2008
REPORT_MAN
2008
06/04/2008
SUPP
2008
06/04/2008
REPORT_MAN
2008
01/21/2008
MARSH_A
View Note
Last Payment Date
Last Pay
Delete Note
Add Note
Window
start
Appraisal & Coll...
Inbox - Microsoft
Adobe Acrobat
3:26 PM

AGENDA ITEM #10

On this the 12th day of June, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Whereas, V T.C A, Transportation Code Chapter 251, Subchapter E authorizes the Commissioners' Court of Galveston County to regulate and restrict traffic on County roads, and

Whereas, Criss J Brown has made a request to rename Daisy Street that runs from State Highway 3 to Avenue C in the unincorporated area outside of Dickinson, Texas as Giamfortone Street (Daisy); and

Whereas, the Commissioners' Court agreed to consider this request To do so it is necessary to first conduct a public hearing

Now, Therefore Be it Ordered, that the Commissioners' Court of Galveston County, Texas will hold a public hearing on Tuesday, July 10, 2012 at 9 30 a m in the Commissioners' Courtroom located on the 1st floor of the Galveston County Courthouse, 722 Moody, Galveston Texas, for the purpose of receiving comments from the public on the renaming of the street

Be it Further Ordered that the attached public notice be published in a newspaper of general circulation in the County not later than the 14th day or earlier than the 30th day before the date of hearing

Upon Motion Duly Made and Seconded the above Order was passed this 12th day of June, 2012

County of Galveston, Texas

By: Mark A. Henry
Mark A. Henry
County Judge

Attest: Dwight D. Sullivan
Dwight D. Sullivan
County Clerk
Depts /Road/Daisy Road Name Change to Giamfortone

Galveston County
Notice of Public Hearing

Pursuant to an Order duly passed on Tuesday, June 12, 2012, the Commissioners' Court of Galveston County will, on Tuesday, July 10, 2012 at 9 30 a m conduct a Public Hearing in the Commissioners' Courtroom, Galveston County Courthouse, 722 Moody, 1st Floor, Galveston, Texas 77550 for the purpose of consideration of adoption of the following Order, to-wit

a) renaming that portion of Daisy Street that runs from State Highway 3 to Avenue C in the unincorporated area outside of Dickinson, Texas as Giamfortone Street (Daisy)

This Order is being considered in order to accommodate a request made by Criss J Brown

Any person desirous of obtaining a copy of the Order being considered may obtain same by contacting the County Legal Department, Galveston County Courthouse, 722 Moody, 5th Floor Galveston, Texas 77550 (Telephone # (409) 770-5562)

Any person interested in expressing their views on the proposed Order is encouraged to attend the Public Hearing and speak either in favor of or against the proposed road name change or to send their written comments to Harvey Bazaman, Galveston County Legal Dept , Galveston County Courthouse, 722 Moody, 5th Floor, Galveston, Texas 77550

The County of Galveston
Mark A. Henry
County Judge

Galveston County
Legal Department

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

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S. Reingold

June 13, 2012

Galveston County Emergency Comm (911) Dist
1353 FM 646
Dickinson, Texas 77539
Attn Bobby Wright

Galveston Central Appraisal District
600 Gulf Freeway
P O Box 3647
Texas City, Texas 77592-3647
Attn: Chief Appraiser

Greater Harris County Emergency
Communication District
10220 Fairbanks
North Houston Road
Houston, Texas 77064
Attn· Director

Water Control Improvement Dist No 1
1911 Pine Drive
P O Box 307
Dickinson, Texas 77539-0307
Attn General Manager

CenterPointe Energy, Inc
Houston Electric Ad Valorem Tax Dept
P O Box 1475
Houston, Texas 77251-1475

Ms Barbara Rodine
2812 Daisy Street
Dickinson, Texas 77539

United States Postal Service
2515 Termini Street
Dickinson, Texas 77539
Attn Post Master

Dickinson Independent School Dist
4512 Highway 3
P.O Drawer 1386
Dickinson, Texas 77539-1386
Attn Superintendent

College of the Mainland
1200 Amburn Road
Texas City, Texas 77591
Attn. President

Texas New Mexico Power Co
6131 Gill Road
Dickinson, Texas 77539

Criss J Brown
441 Serenity Drive
Dickinson, Texas 77539

Mrs James Tipton
2804 Daisy Street
Dickinson, Texas 77539

In re Proposed change of name of Daisy Street to Giamfortone Street (Daisy)

Dear Sirs and Madams

On , June 12, 2012 Criss J Brown made a request of the Commissioners' Court of Galveston County, Texas to rename that portion of Daisy Street that runs from S H. 3 to Avenue C in the unincorporated area outside of Dickinson as Giamfortone Street (Daisy) Attached is a copy of the original petition filed with the Court

We are notifying the homeowners, affected governmental entities and business owners of this proposed road name change either because they reside upon or have a business that is situated on this road and we recognize the number of people that they in turn need to contact, e g creditors, family members, friends, etc We also ask these same homeowners and business owners to notify their friends who live in the vicinity of Daisy Street of this requested change We are also notifying a number of governmental entities and utility companies because we understand that changing the name of this road could affect their ability to respond to an emergency or to send their invoices using the new street name, that the school districts have schools in the immediate vicinity, etc

The Commissioners' Court will conduct a public hearing on this matter at 9 30 a.m on July 10, 2012 Thereafter, on the same date, they will decide to either grant or deny the request Should anyone wish to make an appearance on that date and time and speak either for or against the proposed change they are welcome to appear The Commissioners' Court meets on Tuesday, at the Commissioners' Courtroom, Galveston County Courthouse, 722 Moody, 1st Floor, Galveston, Texas 77550 at 9 30 a m. Similarly, should anyone wish to send a letter expressing support or opposition to this request they are welcome to do so Please send your comments to the undersigned and I will make sure that all members of the Commissioners' Court receives them

If the petition is granted, new road signs will be posted by the County Road Administrator once they have been paid for by the Applicant

Sincerely yours,

Harvey Bazaman
Galveston County Legal Dept
Galveston County Courthouse, 5th Floor
Galveston, Texas 77550

Cc Mr Criss J Brown
441 Serenity Drive
Dickinson, Texas 77539

Mr. Layne Harding, Road Administrator
County Road Administrator
5115 State Highway 3
Dickinson, Texas 77539

On this the 12th day of June, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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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

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Whereas, Criss J Brown has made a request to rename Daisy Street that runs from State Highway 3 to Avenue C in the unincorporated area outside of Dickinson, Texas as Giamfortone Street (Daisy), and

Whereas, the Commissioners' Court agreed to consider this request To do so it is necessary to first conduct a public hearing

Now, Therefore Be it Ordered, that the Commissioners' Court of Galveston County, Texas will hold a public hearing on Tuesday, July 10, 2012 at 9 30 a m in the Commissioners' Courtroom located on the 1st floor of the Galveston County Courthouse, 722 Moody, Galveston Texas, for the purpose of receiving comments from the public on the renaming of the street

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County of Galveston, Texas

By: Mark A. Henry
Mark A. Henry
County Judge

Attest: Dwight D. Sullivan
Dwight D. Sullivan
County Clerk
Depts /Road/Daisy Road Name Change to Giamfortone

Galveston County
Legal Department

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

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S Remgold

June 13, 2012

Galveston County, The Daily News
8522 Teichman Road
Galveston, Texas 77550

Re Legal Advertising, Notice of Public Hearing

Gentlemen

Enclosed herewith you will please find a Notice of Public Hearing which I request you publish on the following date.

June 20, 2012

Please publish this notice in the legal advertising section of the Classifieds

The County's Purchase Order for this advertisement is P O ____

Should further information be required, please do not hesitate to contact me

Sincerely yours,

Harvey Bazaman
Galveston County Legal Dept

Galveston County
Notice of Public Hearing

Pursuant to an Order duly passed on Tuesday, June 12, 2012, the Commissioners' Court of Galveston County will, on Tuesday, July 10, 2012 at 9 30 a m conduct a Public Hearing in the Commissioners' Courtroom, Galveston County Courthouse, 722 Moody, 1st Floor, Galveston, Texas 77550 for the purpose of consideration of adoption of the following Order, to-wit

a) renaming that portion of Daisy Street that runs from State Highway 3 to Avenue C in the unincorporated area outside of Dickinson, Texas as Giamfortone Street (Daisy)

This Order is being considered in order to accommodate a request made by Criss J. Brown

Any person desirous of obtaining a copy of the Order being considered may obtain same by contacting the County Legal Department, Galveston County Courthouse, 722 Moody, 5th Floor Galveston, Texas 77550 (Telephone # (409) 770-5562).

Any person interested in expressing their views on the proposed Order is encouraged to attend the Public Hearing and speak either in favor of or against the proposed road name change or to send their written comments to Harvey Bazaman, Galveston County Legal Dept , Galveston County Courthouse, 722 Moody, 5th Floor, Galveston, Texas 77550

The County of Galveston
Mark A. Henry
County Judge

AGENDA ITEM #11

NO

BACK – UP

PROVIDED

AGENDA ITEM #12a

Sargent, William

From: Sargent, William
Sent: Monday, June 04, 2012 2 47 PM
To· agenda
Cc. Sullivan, Dwight, Williams, Susan
Subject: Proposed Early Voting Locations for the July 31 Runoff Election

Importance: High

Tracking.

Recipient	Delivery	Read
agenda		
Sullivan, Dwight	Delivered 6/4/2012 2 47 PM	Read 6/4/2012 3 27 PM
Williams, Susan	Delivered 6/4/2012 2 47 PM	Read 6/4/2012 2 53 PM
Juren, Jason	Delivered 6/4/2012 2 47 PM	
Grady, Patricia	Delivered 6/4/2012 2 47 PM	Read 6/4/2012 3 44 PM
Lewis, Roxann	Delivered 6/4/2012 2 47 PM	Read 6/4/2012 3 06 PM
Lopez, Renelle	Delivered 6/4/2012 2 47 PM	

Please place this on the Commissioners' Court Agenda for consideration at their convenience.

Thanks

Sarge

William Sargent
Chief Deputy Clerk for Elections
Office of the County Clerk
600 59th Street, 2nd Floor
Galveston, TX 77551
409-770-5108
http //www galvestonvotes org

ADD Kemah community center Doyle's precinct

Proposed Early Voting Polling Locations – Primary Runoff Election	
Commissioner's Precinct	Proposed Location
Doyle	Joe Faggard Community Center – Crystal Beach
Doyle	Bacliff Community Center – Bacliff
O'Brien	West County Building – Santa Fe
O'Brien	Bayou Vista Community Center – Bayou Vista
Holmes	Dickinson Community Center – Dickinson
Holmes	Old Galveston County Courthouse – Galveston
Holmes	Nessler Center – Texas City
Holmes	La Marque City Hall – La Marque
Clark	North County Annex (Calder Road) – League City
Clark	Friendswood City Hall -- Friendswood

Plus the Justice Center in Galveston which is the main voting location

AGENDA ITEM #13a

Robertson, Elizabeth

From: Robertson, Elizabeth
Sent: Monday, June 04, 2012 8 04 AM
To: agenda
Cc: Fitzgerald, Mike, Trammell, Mel, Yearnd, Denise
Subject. June 12, 2012 Agenda

13a

Please place the following on the June 12th agenda

"Consideration of change order no 2 to the RW Lucas Construction contract for the Improvements to Deats Road project submitted by the County Engineer"

Mel/Denise,

Please prepare an accompanying budget amendment for this Please move $19,928 00 from acct 3312 312112 5731138 (Lawrence Road) to acct 3312 312112 5731137 (Deats Road)

Elizabeth A. Robertson
Administrative Coordinator for Mike Fitzgerald P E
County Engineer
Galveston County
722 Moody
Galveston TX 77550
409 770 5399
409 770 5567 fax

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 2
Improvements to Deats Road from GH&H to FM 1266

Owner Galveston County
Contractor RW Lucas Construction
Engineer County Engineer

Contract Number 1052
Purchase Order Number C206001
Bid Number B121017

Work Being Changed

1. **Add to 18" reinforced concrete pipes across Lawrence Road at station 96+10±. See R W Lucas Construction letter dated 06/01/2012. $19,928.00**
2. **Add storm sewer junction box (Deats Road) $5,838.00**

Total $25,766.00

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price	$841,976.00	Original Contract Time	100 Days
Net Change From Previous Change Orders	$17,094 00	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$859,070 00	Contract Time Prior To This Change Order	100 Days
Net Increase/Decrease Of This Change Order	$25,766 00	Net Increase/Decrease Of This Change Order	27 Days
Contract Price With All Approved Change Orders	$884,836 00	Contract Time With All Approved Change Orders	127 Days

RECOMMENDED

By _____ Date. 6-4-12
Engineer (County Engineer)

APPROVED
County Of Galveston

By _____ Date June 12, 2012
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By _____ Date 6/4/2012
Contractor (Authorized Signature)

RYAN LUCAS, PRESIDENT
Printed Name

RW LUCAS
CONSTRUCTION, LLC

June 1, 2012

Mike Fitzgerald
Galveston County
722 Moody
Galveston, TX 77550

Re: Lawrence Road Proposal Options

Dear Mr. Fitzgerald:

RW Lucas presents the following two (2) options for work on Lawrence Road.

Option 1 Open cut with double 18" RCP cross pipe $19,928.00
This option includes installing two (2) 32 LF of 18" RCP cross pipe, sawcut, removal, haul off of existing concrete, traffic control, form, prep, and pour

Option 2: Bore and Install 30 LF double 18" SDR35 PVC $14,156.00
Bore under existing roadway and install SDR35 PVC

Option 2 is our preferred method for safety reasons, however, RW Lucas is prepared to proceed with either option This job should take approximately 7 working days. Call Greg Cook with any questions Please advise us of which option you choose so that we can get this project scheduled.

Best regards,

Greg Cook

Greg Cook
RW Lucas Construction

GC/jb

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

Robertson, Elizabeth

From: Jana [jboswell@lucasconst com]
Sent· Monday, June 04, 2012 11 34 AM
To: Robertson, Elizabeth
Subject. FW Deats Road Time Extension Request Letter
Attachments: 20120530112931421 pdf

This 20 days needs to be added to CO#2 (Lawrence Road). There is also a letter dated April 25th that adds $5,838.00 for the brick junction box. We need to add that to CO#2 as well. Holler if you have any questions.

Jana

-----Original Message-----
From: Jana [mailto:jboswell@lucasconst.com]
Sent: Wednesday, May 30, 2012 11:28 AM
To: 'Curtis Villarreal'; 'Michael Martin'
Cc: 'Fitzgerald, Mike'; 'Greg'; 'Ryan Lucas'
Subject: Deats Road Time Extension Request Letter

Please review and respond. Direct any questions to Greg Cook at 281-932-1227.

Thank you.

Jana Boswell
RW Lucas Construction
281-316-9990

-----Original Message-----
From: lucasscanner@lucasconst.com [mailto:lucasscanner@lucasconst.com]
Sent: Wednesday, May 30, 2012 10:30 AM
To: Jana
Subject:

This E-mail was sent from "RNPA5F2F9" (Aficio 3228C).

Scan Date· 05.30.2012 11:29:31 (-0400)
Queries to: lucasscanner@lucasconst.com

RW LUCAS
CONSTRUCTION, LLC

May 30, 2012

Curtis Villarreal
LJA Engineering & Surveying
2929 Briarpark Drive, Suite 600
Houston, TX 77042-3703

Re. Request for Time Extension to Contract

Dear Mr Villarreal.

RW Lucas Construction requests a time extension of 20 days for the following reasons

1. Regarding the junction box at Ohio. The time from cost proposal to approval was approximately 10 days delay.
2. Regarding the TxDOT tie-in at FM 1266 with manhole and storm pipe. There was a 5 day delay in getting a response to us regarding this work.
3. Regarding the power pole at the corner of FM 1266, we are requesting 5 additional days as this issue is still unresolved. There may be additional days depending upon the time it takes for a resolution.

Please review and respond as soon as possible so we can set up our equipment and scheduling.

Best regards,

Greg Cook

Greg Cook
Superintendent

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

AGENDA ITEM #13b

Robertson, Elizabeth

From: Robertson, Elizabeth
Sent: Monday, June 04, 2012 8 33 AM
To: agenda
Cc: Fitzgerald, Mike
Subject: June 12, 2012 Agenda

136

Please place the following on the June 12th agenda

"Consideration of application from Best Deal Enterprises, Inc to convey a portion of the unrestricted reserve "B" of Edgewood Subdivision on the Mainland by metes & bounds without revising the plat submitted by the County Engineer"

Elizabeth A. Robertson
Administrative Coordinator for Mike Fitzgerald P E
County Engineer
Galveston County
722 Moody
Galveston TX 77550
409 770 5399
409 770 5557 fax

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES BEST DEAL ENTERPRISES, INC and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION, in Galveston County, Texas, recorded in book 15, page 144, of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion of THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION attached hereto as EXHIBIT "A", "B", "C", and "D"

1 Only THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION is to be involved in these conveyances Petitioner is the sole owner of said portion of THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said BEST DEAL ENTERPRISES, INC , Petitioner herein

3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

4 The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION, all as per the survey plat and metes and bounds property description shown in Exhibit "A" and "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 25th day of May 2012

Rahim Ali, President
2908 Dickinson Ave Dickinson, Tx 77539

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner, RAHIM ALI, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 25 day of May, 2012

Heather Perez
Notary Public-State of Texas

HEATHER D. PEREZ
My Commission Expires
July 27, 2015

APPROVED

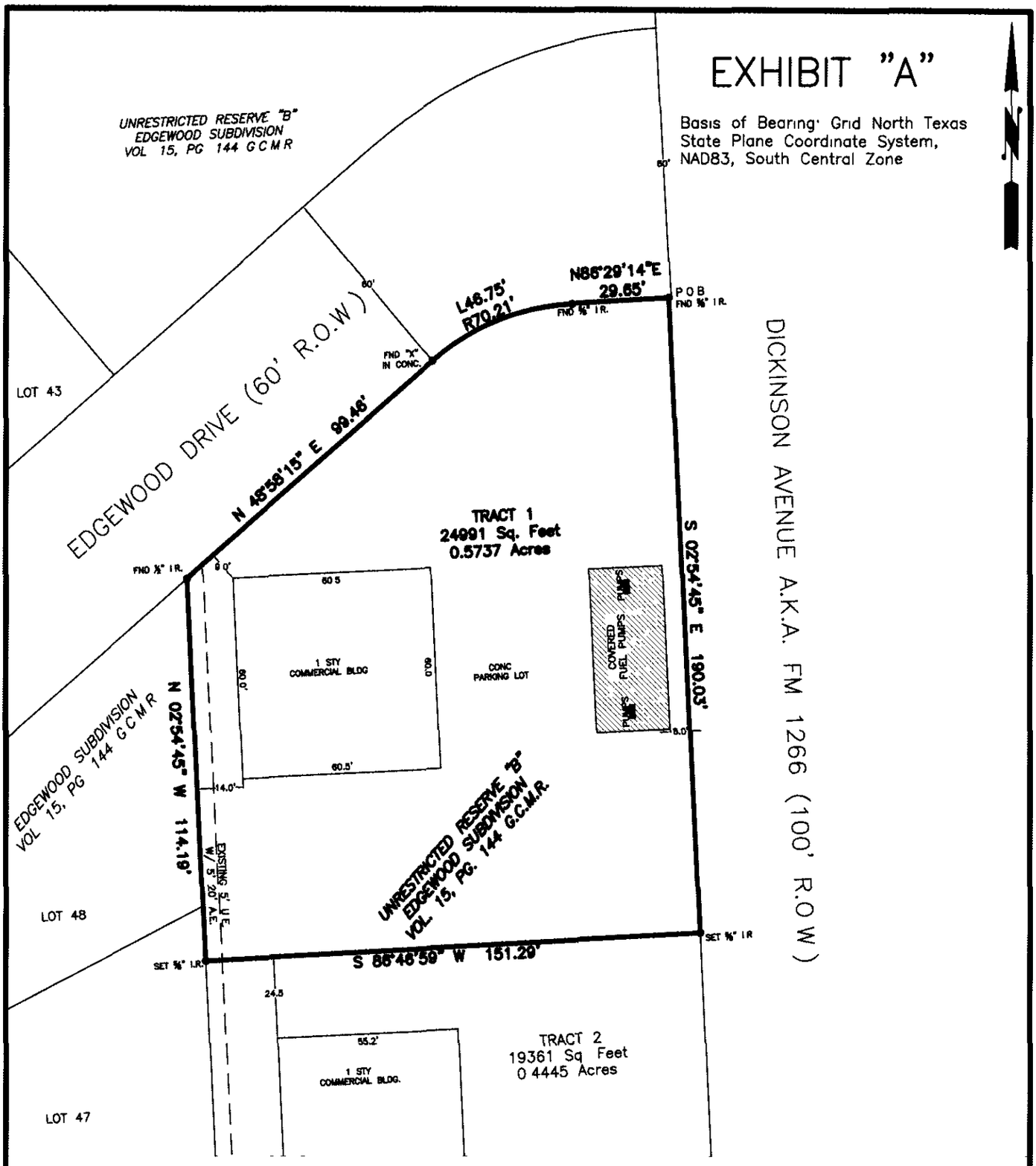
BY Mark Henry 6/12/12
MARK HENRY
County Judge
Date

ATTEST:
Dwight A. Sullivan
DWIGHT SULLIVAN
County Clerk

W /metesandbounds 11 15 07

EXHIBIT "A"

Basis of Bearing· Grid North Texas State Plane Coordinate System, NAD83, South Central Zone



LEGAL DESCRIPTION

Being a 0 5737 acre (24,991 sq ft) tract of land out of and a part of the UNRESTRICTED RESERVE "B" of EDGEWOOD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page144, of the Map Records of Galveston County, Texas, and being out of and a part of that certain tract as described in Galveston County Clerk's File No 9939481, said 0 5737 acre tract being more fully described by Metes and Bounds on attached Exhibit "B" being made a part of and hereto

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief

Robert D Ellis, R P L S
Tx Reg No 4006

NOTE.
The purpose of this survey is to divide subject tract by metes and bounds as allowed by Texas Local Government Code 232 010 EXCEPTION TO PLAT REQUIREMENT COUNTY DETERMINATION

Date 05-23-12
Scale. 1" = 40'
EXHIBIT "A"

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry
Texas City, Texas 77591
Tel.: 409-938-8700
Fax 866-678-7685

STATE OF TEXAS
REGISTERED
ROBERT D ELLIS
4006
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION (TRACT 1)

Being a 0 5737 acre (24,991 sq ft) tract of land out of and a part of the UNRESTRICTED RESERVE "B" of EDGEWOOD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page144, of the Map Records of Galveston County, Texas, and being out of and a part of that certain tract as described in Galveston County Clerk's File No 9939481, said 0 5737 acre tract being more fully described by Metes and Bounds as follows,

Beginning at a 5/8" iron rod found for the northeast corner of said Unrestricted Reserve "B", same being the point of intersection of the west right of way line of Dickinson Avenue (100' R O W) with the South right of way line of Edgewood Drive (80' R.O.W),

THENCE S02°54'45"E along and with the east line of said Reserve "B", same being the west right of way line of said Dickinson Avenue, a distance of 190 03 feet to a 5/8" iron rod set for the southeast corner of the tract herein described,

THENCE S86°46'59"W, a distance of 151 29 feet to a 5/8" iron rod set for the southwest corner of the tract herein described and being in the west line of said Reserve "B";

THENCE N02°54'45"W along and with the west line of said Reserve "B", a distance of 114 19 feet to a 1/2" iron rod found for the northwest corner of the tract herein described and being in the south right of way line of said Edgewood Drive (60' R.O W),

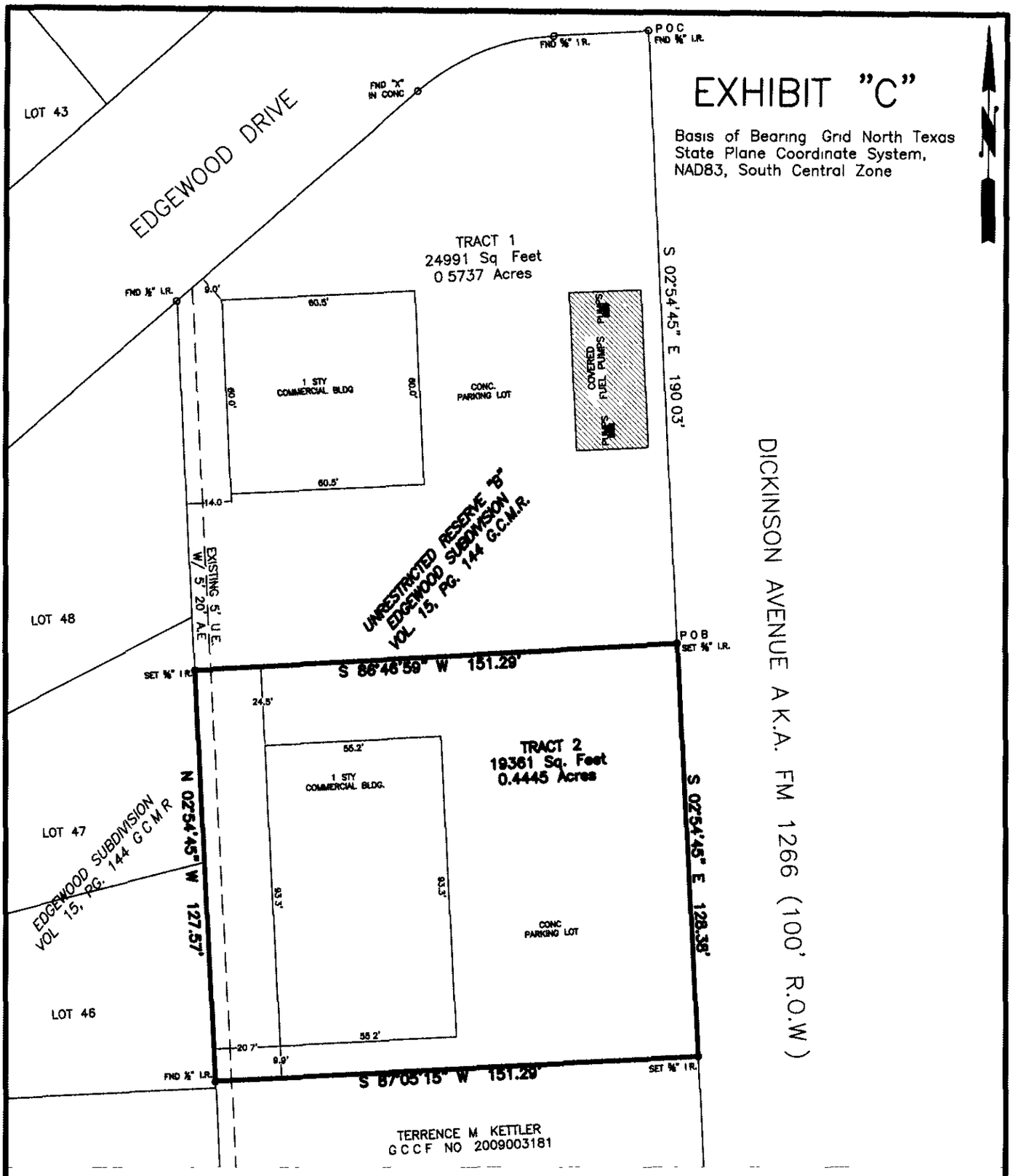
THENCE N48°58'15"E along and with the south right of way line of said Edgewood Drive, a distance of 99 46 feet (called 98 03') to a "X" in Conc found for the PC of a curve to the right,

THENCE along said curve to the right, having a radius of 70 21 feet an arc length of 46 75 (chord N68°04'51"E, 45 89') to a 5/8" iron rod found for the PT of said curve,

THENCE N86°29'14"E along and with said Edgewood Drive, a distance of 29 65 feet (called 29 93') to the Point Of Beginning of the tract herein described

Basis of Bearing Grid North Texas State Plane Coordinate System, NAD83, South Central Zone

This description is based on a survey and plat made by Robert D Ellis RPLS No 4006, on 05-23-2012



LEGAL DESCRIPTION

Being a 0 4445 acre (19,361 sq ft) tract of land out of and a part of the UNRESTRICTED RESERVE "B" of EDGEWOOD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page144, of the Map Records of Galveston County, Texas, and being out of and a part of that certain tract as described in Galveston County Clerk's File No 9939481, said 0 4445 acre tract being more fully described by Metes and Bounds on attached Exhibit "D" being made a part of and hereto

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief

Robert D Ellis, R P L S
Tx Reg. No. 4006

NOTE·
The purpose of this survey is to divide subject tract by metes and bounds as allowed by Texas Local Government Code 232 010 EXCEPTION TO PLAT REQUIREMENT COUNTY DETERMINATION

Date 05-23-12
Scale: 1" = 40'
EXHIBIT "C"

ELLIS SURVEYING SERVICES
8419 Emmett F. Lowry
Texas City, Texas 77591
Tel · 409-938-8700
Fax: 866-678-7685

STATE OF TEXAS
REGISTERED
ROBERT D. ELLIS
4006
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "D"

METES AND BOUNDS DESCRIPTION (TRACT 2)

Being a 0.4445 acre (19,361 sq ft) tract of land out of and a part of the UNRESTRICTED RESERVE "B" of EDGEWOOD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page144, of the Map Records of Galveston County, Texas, and being out of and a part of that certain tract as described in Galveston County Clerk's File No 9939481, said 0 4445 acre tract being more fully described by Metes and Bounds as follows,

COMMENCING at a 5/8" iron rod found for the northeast corner of said Unrestricted Reserve "B", same being the point of intersection of the west right of way line of Dickinson Avenue (100' R O W) with the South right of way line of Edgewood Drive (80' R O W.),

THENCE S02°54'45"E along and with the east line of said Reserve "B", same being the west right of way line of said Dickinson Avenue, a distance of 190 03 feet to a 5/8" iron rod set for the Point Of Beginning of the tract herein described;

THENCE continuing S02°54'45"E along and with the east line of said Reserve "B", same being the west right of way line of said Dickinson Avenue, a distance of 128 38 feet to a 5/8" iron rod set for the southeast corner of the tract herein described, same being the northeast corner of a tract conveyed to Terrence M Kettler, as described in G.C C F No 2009003181,

THENCE S87°05'15"W along and with the north line of said Kettler tract, a distance of 151 29 feet (called 151 2') to a 5/8" iron rod found for the southwest corner of the tract herein described and being in the west line of said Reserve "B",

THENCE N02°54'45"W along and with the west line of said Reserve "B", a distance of 127 57 feet to a 5/8" iron rod set for the northwest corner of the tract herein described,

THENCE N86°46'59"E, a distance of 151 29' to the Point Of Beginning of the tract herein described

Basis of Bearing. Grid North Texas State Plane Coordinate System, NAD83, South Central Zone

This description is based on a survey and plat made by Robert D Ellis RPLS No 4006, on 05-23-2012

CERTIFIED COPY
GALVESTON COUNTY COMMISSIONERS' COURT

RE: AGENDA ITEM NO. 13b

Consideration of application from Best Deal Enterprises, Inc to convey a portion of the unrestricted reserve "B" of Edgewood Subdivision on the Mainland by metes & bounds without revising the plat.

Motion to Approve by County Judge Henry, seconded by Commissioner Holmes 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)
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. 13b

as passed by the Commissioners' Court on the 12th day of June, 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 13th DAY OF JUNE, A. D., 2012.

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

By: Brandy Chapman
Brandy Chapman, Deputy

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES BEST DEAL ENTERPRISES, INC and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION, in Galveston County, Texas, recorded in book 15, page 144, of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion of THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION attached hereto as EXHIBIT "A", "B", "C", and "D"

1 Only THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION is to be involved in these conveyances Petitioner is the sole owner of said portion of THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said BEST DEAL ENTERPRISES, INC , Petitioner herein

3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

4 The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of THE UNRESTRICTED RESERVE "B" OF EDGEWOOD SUBDIVISION, all as per the survey plat and metes and bounds property description shown in Exhibit "A" and "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 25th day of May 2012

Rahim Ali, President
2908 Dickinson Ave. Dickinson, Tx 77539

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner, RAHIM ALI, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 25 day of May, 2012

Heather Perez
Notary Public-State of Texas

HEATHER D PEREZ
My Commission Expires
July 27, 2015

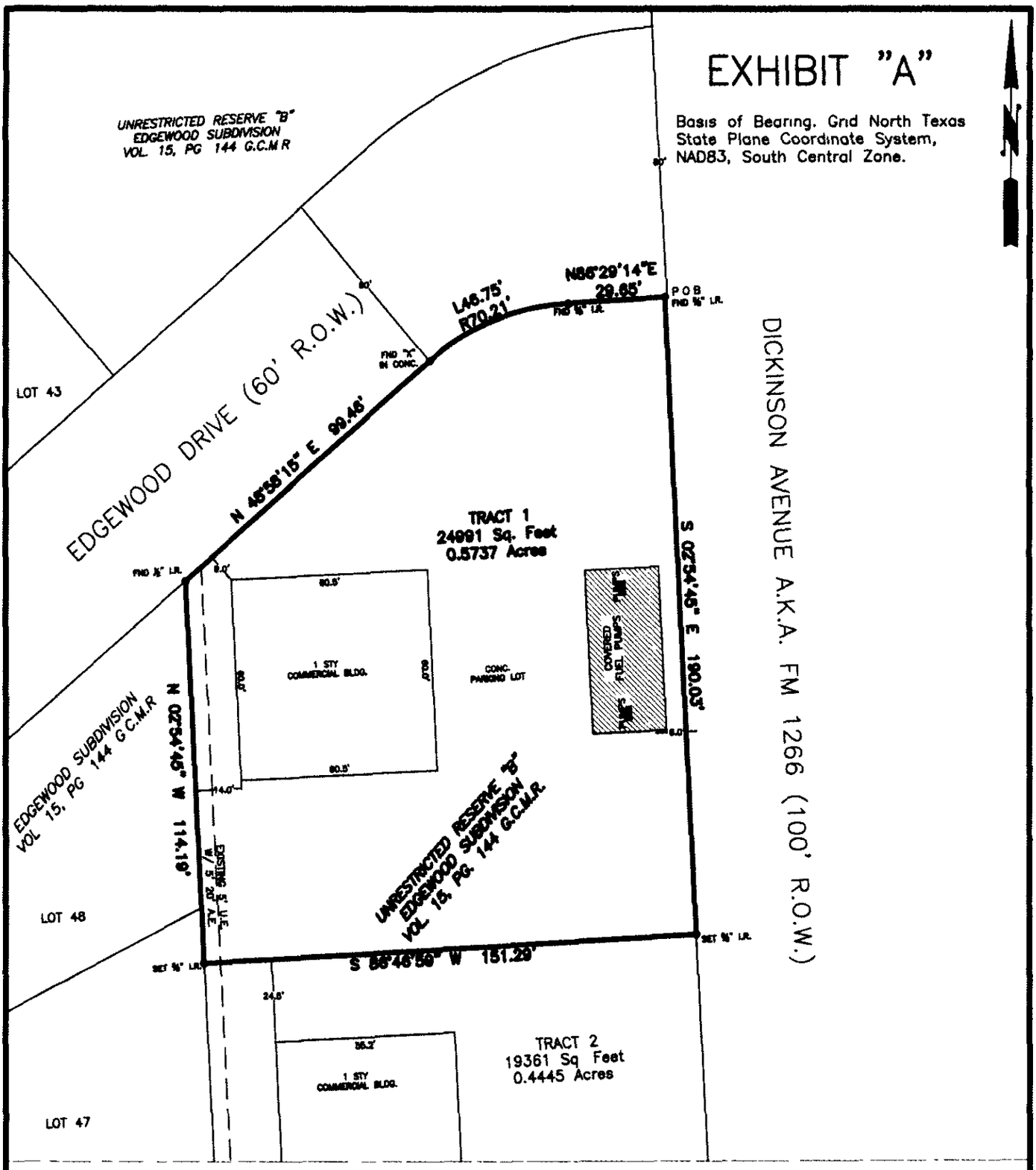
APPROVED

BY: Mark Henry 6/12/12
MARK HENRY
County Judge
Date

ATTEST:
DWIGHT SULLIVAN
County Clerk

EXHIBIT "A"

Basis of Bearing. Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.



LEGAL DESCRIPTION

Being a 0.5737 acre (24,991 sq. ft.) tract of land out of and a part of the UNRESTRICTED RESERVE "B" of EDGEWOOD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page144, of the Map Records of Galveston County, Texas, and being out of and a part of that certain tract as described in Galveston County Clerk's File No. 9939481, said 0.5737 acre tract being more fully described by Metes and Bounds on attached Exhibit "B" being made a part of and hereto.

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief

Robert D. Ellis, R.P.L.S.
Tx. Reg. No. 4006

NOTE
The purpose of this survey is to divide subject tract by metes and bounds as allowed by Texas Local Government Code 232.010 EXCEPTION TO PLAT REQUIREMENT. COUNTY DETERMINATION.

Date: 05-23-12
Scale: 1" = 40'
EXHIBIT "A"

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry
Texas City, Texas 77591
Tel.. 409-938-8700
Fax: 866-678-7685

STATE OF TEXAS
REGISTERED
ROBERT D. ELLIS
4006
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION (TRACT 1)

Being a 0.5737 acre (24,991 sq.. ft.) tract of land out of and a part of the UNRESTRICTED RESERVE "B" of EDGEWOOD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page144, of the Map Records of Galveston County, Texas, and being out of and a part of that certain tract as described in Galveston County Clerk's File No. 9939481, said 0.5737 acre tract being more fully described by Metes and Bounds as follows;

Beginning at a 5/8" iron rod found for the northeast corner of said Unrestricted Reserve "B", same being the point of intersection of the west right of way line of Dickinson Avenue (100' R O.W.) with the South right of way line of Edgewood Drive (80' R.O.W.),

THENCE S02°54'45"E along and with the east line of said Reserve "B", same being the west right of way line of said Dickinson Avenue, a distance of 190.03 feet to a 5/8" iron rod set for the southeast corner of the tract herein described,

THENCE S86°46'59"W, a distance of 151 29 feet to a 5/8" iron rod set for the southwest corner of the tract herein described and being in the west line of said Reserve "B",

THENCE N02°54'45"W along and with the west line of said Reserve "B", a distance of 114 19 feet to a 1/2" iron rod found for the northwest corner of the tract herein described and being in the south right of way line of said Edgewood Drive (60' R.O.W),

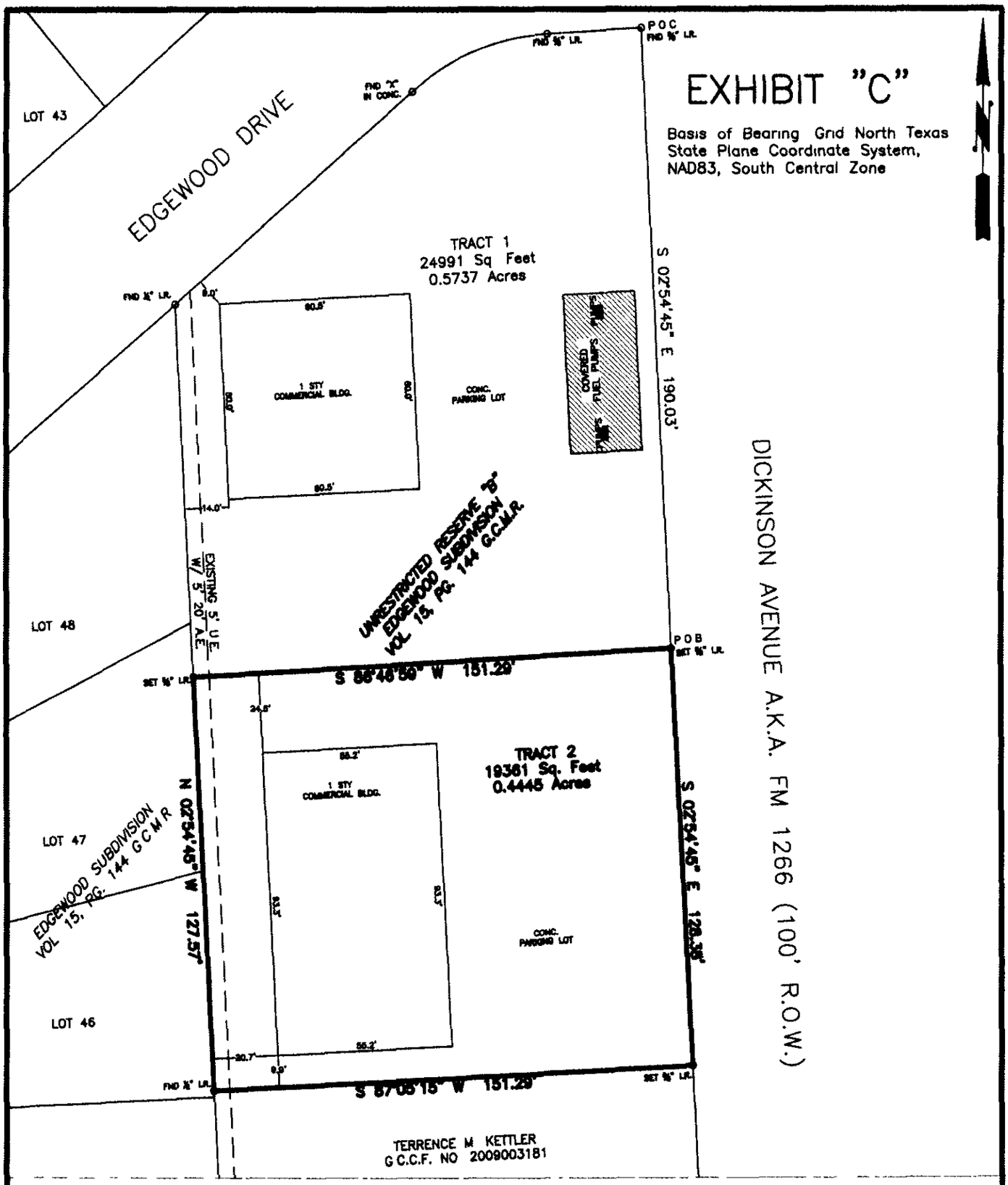
THENCE N48°58'15"E along and with the south right of way line of said Edgewood Drive, a distance of 99 46 feet (called 98.03') to a "X" in Conc. found for the PC of a curve to the right;

THENCE along said curve to the right, having a radius of 70.21 feet an arc length of 46 75 (chord N68°04'51"E, 45 89') to a 5/8" iron rod found for the PT of said curve;

THENCE N86°29'14"E along and with said Edgewood Drive, a distance of 29 65 feet (called 29 93') to the Point Of Beginning of the tract herein described.

Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

This description is based on a survey and plat made by Robert D. Ellis RPLS No. 4006, on 05-23-2012.



LEGAL DESCRIPTION

Being a 0 4445 acre (19,361 sq. ft) tract of land out of and a part of the UNRESTRICTED RESERVE "B" of EDGEWOOD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page144, of the Map Records of Galveston County, Texas, and being out of and a part of that certain tract as described in Galveston County Clerk's File No 9939481, said 0.4445 acre tract being more fully described by Metes and Bounds on attached Exhibit "D" being made a part of and hereto

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

Robert D. Ellis, R P.L S
Tx. Reg No. 4006

NOTE.
The purpose of this survey is to divide subject tract by metes and bounds as allowed by Texas Local Government Code 232.010 EXCEPTION TO PLAT REQUIREMENT. COUNTY DETERMINATION.

Date: 05-23-12
Scale: 1" = 40'
EXHIBIT "C"

ELLIS SURVEYING SERVICES
8419 Emmett F. Lowry
Texas City, Texas 77591
Tel.: 409-938-8700
Fax: 866-678-7685

STATE OF TEXAS
REGISTERED
ROBERT D ELLIS
4006
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "D"

METES AND BOUNDS DESCRIPTION (TRACT 2)

Being a 0 4445 acre (19,361 sq.. ft.) tract of land out of and a part of the UNRESTRICTED RESERVE "B" of EDGEWOOD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page144, of the Map Records of Galveston County, Texas, and being out of and a part of that certain tract as described in Galveston County Clerk's File No 9939481, said 0.4445 acre tract being more fully described by Metes and Bounds as follows;

COMMENCING at a 5/8" iron rod found for the northeast corner of said Unrestricted Reserve "B", same being the point of intersection of the west right of way line of Dickinson Avenue (100' R O W) with the South right of way line of Edgewood Drive (80' R.O W),

THENCE S02°54'45"E along and with the east line of said Reserve "B", same being the west right of way line of said Dickinson Avenue, a distance of 190 03 feet to a 5/8" iron rod set for the Point Of Beginning of the tract herein described,

THENCE continuing S02°54'45"E along and with the east line of said Reserve "B", same being the west right of way line of said Dickinson Avenue, a distance of 128.38 feet to a 5/8" iron rod set for the southeast corner of the tract herein described, same being the northeast corner of a tract conveyed to Terrence M Kettler, as described in G.C.C F No 2009003181;

THENCE S87°05'15"W along and with the north line of said Kettler tract, a distance of 151.29 feet (called 151 2') to a 5/8" iron rod found for the southwest corner of the tract herein described and being in the west line of said Reserve "B";

THENCE N02°54'45"W along and with the west line of said Reserve "B", a distance of 127 57 feet to a 5/8" iron rod set for the northwest corner of the tract herein described,

THENCE N86°46'59"E, a distance of 151 29' to the Point Of Beginning of the tract herein described

Basis of Bearing Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

This description is based on a survey and plat made by Robert D. Ellis RPLS No. 4006, on 05-23-2012

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012030537

June 13, 2012 11 34 38 AM

FEE $36 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #13c

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	6/4/12	**Department**	Engineering		
Renewal Contract	No	**Orgkey:**	3312 312111	**Object Code.**	5731608
Contract Start Date	6/12/2012	**Department:**	Dannenbaum Engineering		
Contract End Date	N/A	**Vendor No**	400693	**Contract No**	N/A
Description	Professional Engineering Services Contract for Calder Road				
Contract # Issued By Purchasing:		CM1250	**Requested Legal Review:**	**Yes** _____ **No** X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Calder Road	5731608	$3,038,833 00	$748,628 00				
Totals		$3,038,833 00	$748,628 00	-	-	-	-
Total Cost		$748,628 00					

Approved By	Date	Signature
Department Head	6/4/12	G. M. Fitzgerald
Purchasing Agent	6-4-12	
County Legal		

Contract listed in Budget Documentation (Yes/No) Yes

County Budget Office		6/4/2012

Form Number

Robertson, Elizabeth

From: Robertson, Elizabeth
Sent: Monday, June 04, 2012 9 30 AM
To: agenda
Cc: Fitzgerald, Mike, Trammell, Mel, Yearnd, Denise
Subject: June 12, 2012 Agenda

3P

Please place on the June 12th agenda

"Consideration of a professional engineering services contract with Dannenbaum Engineering for the Calder Road bond project submitted by the County Engineer"

Elizabeth A. Robertson
Administrative Coordinator for Mike Fitzgerald P E
County Engineer
Galveston County
722 Moody
Galveston TX 77550
409 770 5399
409 770 5557 fax

AGREEMENT FOR ENGINEERING SERVICES

MADE AND ENTERED INTO by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, hereinafter called "Owner" and Dannenbaum Engineering Corporation hereinafter called the "Engineer"

RECITALS

Owner intends to engage the services of Engineer to perform professional engineering services for the construction of Calder Road Improvements.

CONTRACTUAL UNDERTAKINGS

SECTION I
EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated below, and for having rendered such service, the Owner agrees to pay the Engineer such compensation as is stated below.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations.

See proposal attached hereto as Exhibit "A"

The character and extent of services outlined above shall be considered complete upon approval by Owner of the various drawings, data and tasks outlined in Exhibit "A".

All Services shall be of good quality and shall be performed in a professional manner The standard care for all professional engineering and related Services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by other members of Engineer's profession practicing under similar conditions at the same time and in the same locality. Engineer will re-perform any Services not meeting this standard without additional compensation **ENGINEER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ENGINEER'S SERVICES.**

If, after the construction has begun, and engineering error or omission is discovered and the item can still be provided in the sequence of construction without premium to the Owner, the Owner will pay for this item just as if it had been included in the original design documents If

this engineering error or omission is discovered out of sequence with the construction timetable, then the Engineer will pay for the premium to have this item corrected or included, while the Owner will pay for this item as if it has been included in the original documents

Additional services that may be required after approval of these documents by Owner, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between Owner and Engineer

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by Owner and the Engineer and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII

After execution of Agreement, Engineer shall submit a Project Time Schedule to be diligently followed during performance of services. It is understood by the Owner that the Engineer will make every effort to expedite completion of the Project

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform the design services diligently according to the target Schedule attached as Exhibit "A" after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the Owner's County Engineer to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities and be consistent with his current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project Engineer shall submit a monthly progress report of project status

SECTION V
THE ENGINEER'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the Owner shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services

The maximum amount payable under this Contract is $ 748,628 including expenses The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the Owner.

Payments to the Engineer for authorized services will be made by the Owner within 45 days upon presentation of monthly statements by the Engineer of such services Payments shall be due upon receipt by the Owner of any such statement. All remittances shall be mailed or delivered to Engineer's office

SECTION VI
OWNERSHIP OF DOCUMENTS

All original documents, plans, designs, specifications, surveys, reports and survey notes ("Documents") belong to and remain the property of the Owner

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Open Records Act In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Open Records Act and as such, will be discussed and voted upon in a public meeting. Any request made by a member of the public to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to, the breach thereof and if the dispute cannot be settled through negotiation, then the Engineer and the Owner agree to submit the dispute to mediation. In the event the Engineer or the Owner desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated If the parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission of mediation The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County This requirement to seek mediation shall be a condition required before filing an action at law or in equity

SECTION VIII
TERMINATION

The Owner may terminate the Agreement with or without cause, by giving to the Engineer thirty (30) days' notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination

The Owner shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the Owner when and if this agreement is terminated.

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the Owner, furnish certificates of insurance to the Owner evidencing compliance with the insurance requirements thereof Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage The Engineer shall cause its insurance companies to provide the Owner with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits.

a Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than·

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit aggregate
$1,000,000	Products, combined single limit aggregate
$1,000,000	Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate

The Owner and the Owner's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the Owner and Owner's agents and employees, with the exception of insurance required under paragraph "e".

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas Venue shall be in Galveston County, Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address. Larry S. Marr, P E, Dannenbaum Engineering Corporation, 3100 West Alabama, Houston, TX 77098

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be to the following address

Mark Henry, County Judge
County of Galveston
Galveston County Courthouse, 2nd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The Owner and the Engineer each binds itself and its successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement Except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

Executed in three (3) counterparts (each of which is an original) on behalf of the Engineer by its Principal shown below, and on behalf of Owner by its County Judge.

Galveston County

By _____
Mark Henry
County Judge

Dannenbaum Engineering Corporation

By _____
Wayne G. Ahrens
Executive Vice President

Dated: June 12, 2012

Attest: _____
Dwight Sullivan
County Clerk

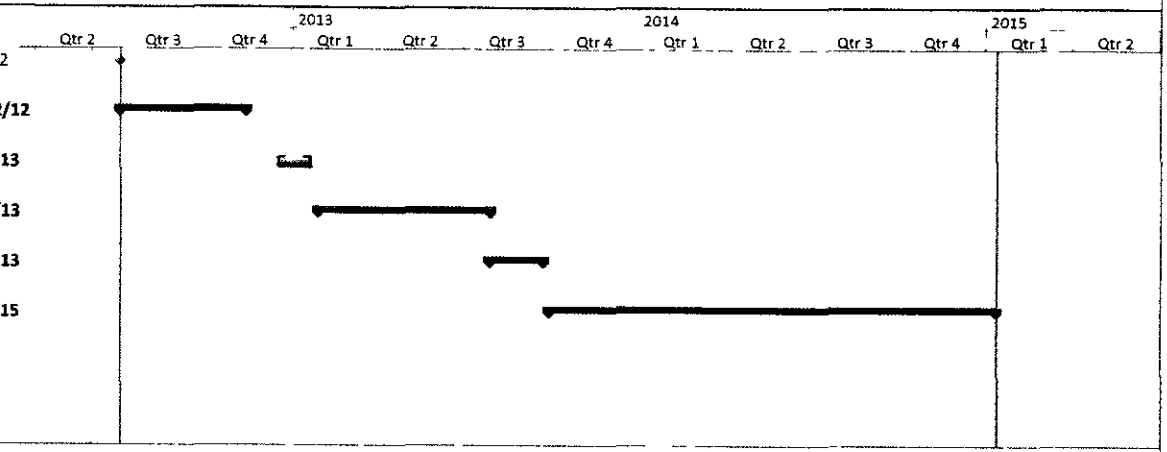
CALDER DESIGN AND CONSTRUCTION
ACTUAL BUDGET

EXHIBIT A

SCOPE OF WORK	FEE
BASIC SERVICES	
PRELIMINARY ENGINEERING REPORT (40 Percent)[Basic Services]	$170,000
PS&E (40 Percent)[Basic Services]	$170,000
BID PHASE (5 Percent)[Basic Services plus Sanitary Line]	$30,000
CONSTRUCTION PHASE (15 Percent)[Basic Services plus Sanitary Line]	$90,000
TOTAL BASIC SERVICES (Not to Exceed)	$460,000
ADDITIONAL SERVICES - DESIGN	
Geotechnical Engineering (Geotest)	$27,498
Surveying (Baseline- Binkley&Barfield)	$68,486
SUE (Lina T Ramey & Associates)(remaining budget)	$14,055
Utility Coordination (Terra)	$33,407
SWPPP (Dannenbaum)	$15,844
Traffic Control Plans (Dannenbaum)	$30,051
Sanitary Sewer - Project Manual Modifications (Dannenbaum)	$2,990
Environmental	$0
Drainage Impact Analysis (Completed)	$0
SUBTOTAL ADDITIONAL SERVICES - DESIGN (Not to Exceed)	$192,331
ADDITIONAL SERVICES - CONSTRUCTION (18 Months)	
Construction Inspection (PSI)	$41,481
Construction Materials Testing (Geotest)	$54,816
SUBTOTAL ADDITIONAL SERVICES - CONSTRUCTION (Not to Exceed)	$96,297
TOTAL ADDITIONAL SERVICES (Not to Exceed)	$288,628
TOTAL FEES (Not to Exceed)	$748,628

CALDER ROAD

ID	Task Name	Duration	Start	Finish
1	NOTICE TO PROCEED	1 day	Mon 7/2/12	Mon 7/2/12
2				
3	**PRELIMINARY ENGINEERING**	**96 days**	**Mon 7/2/12**	**Mon 11/12/12**
13				
14	**COUNTY/CITY REVIEW**	**26 days**	**Mon 12/17/12**	**Mon 1/21/13**
15				
16	**FINAL ENGINEERING**	**131 days**	**Mon 1/28/13**	**Mon 7/29/13**
25				
26	**BID PHASE**	**41 days**	**Mon 7/29/13**	**Mon 9/23/13**
28				
29	**CONSTRUCTION PHASE**	**336 days**	**Mon 9/30/13**	**Mon 1/12/15**
35				
36				
37	NOTE The above Optimistic Schedule could be impacted by Utility Relocation and Right-of-Way Acquisition			



Project CALDER ROAD
Date Fri 6/1/12

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration only		Finish-only			

GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive Houston, Texas 77036 Telephone (713) 266-0588
Fax· (713) 266-2977

Proposal No. 1140273799
May 14, 2012

Mr. Larry Marr, P.E.
Dannenbaum Engineering
3100 West Alabama Street
Houston, Texas 77098

Re: Proposal for Geotechnical Services
Calder Drive Roadway Improvements
League City
Galveston County, Texas

Dear Mr. Marr

In accordance with your request, we are pleased to submit this revised proposal for the referenced project. The project calls for the improvements of existing 2-lane asphalt roadway to a 3-lane concrete roadway at Calder Drive from I-45 South to Ervin with curb and gutter and underground storm sewer. It is understood that 8" concrete pavement is proposed for the reconstructed roadway. The project also includes storm water drainage from Calder South at Ervin to Magnolia Bayou The new storm sewer is 30-inch RCP and at about 10 feet depth. The large drainage box (2 – 5' x 5' RCB), about 1-mile long and at 16 to 17 feet depth, will be constructed under the roadway pavement. The project also includes a 10x12 RCB for Calder Road crossing over Magnolia Bayou

Purpose and Scope

The purposes of this study are to evaluate the soil and groundwater conditions along Calder Drive and to provide geotechnical recommendations for the design and construction of proposed concrete pavement, storm sewer, drainage box under the roadway pavement and RCB at Magnolia Bayou crossing. Based on the scope of services provided during our scope meeting held at Galveston County Ken Clark's office in League City on June 16, 2009, our discussions on July 21, 2009 e-mail request and discussions with Ms. Cassandra "Sandy" Lasser of DEC, direction of Galveston County per your e-mail on June 7, 2010 and information provided to us on May 9, 2012, the scope of this study will consist of the following·

- Provide utilities clearance for boring locations. It includes:
  - Call Texas One Call referencing with street name and Key Map block no.

- Coordinate with representative of utility companies to clear the marked boring locations.

- Provide necessary traffic control during drilling operations

- Drill and sample·
  - Three (3) 25-foot borings and ten (10) 30-foot borings for paving, storm sewer, and drainage box (RCB)
  - One (1) boring to a depth of 30 feet for RCB for crossing over Magnolia Bayou.
- Grout all boreholes using non-shrink cement bentonite grout after completion of drilling and groundwater level measurements

- Perform appropriate laboratory tests including California Bearing Ratio (CBR) tests on selected representative samples to develop the engineering properties of the soil.

- Perform engineering analyses to develop geotechnical recommendations for the pavement section, subgrade stabilization, storm sewer bedding, RCB and trench safety

- Prepare a geotechnical report including all of above. The report will also include data and observations on the existing pavement from the borings taken for this project.

It is our understanding that the survey information of boring locations (Station, offset and ground surface elevation, etc) will be provided by your surveyor

Project Schedule

We should be able to start the fieldwork within two weeks after receiving your written authorization or two (2) weeks after obtaining right of access, whichever is later. The fieldwork will be completed in about one (1) week barring bad weather The laboratory tests will be completed in about three (3) weeks The final report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after your written authorization of notice to proceed

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses, and a geotechnical report, the cost will be a not to exceed cost of $24,998 00.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval If you have any questions, please call us. Please indicate your formal acceptance by signing one copy of this letter in the space below and return one original to us

Very truly yours,
GEOTEST ENGINEERING, INC.

B.C. K

Mohan C. Ballagere, P E.
Vice President

Kuo-Chiang "Frank" Lin, P E.
Sr. Vice President

FL\MB\ego
Copies Submitted· (1)
Enclosure: Attachment No. 1 – Cost Breakdown
PC38\Geotechnical\40273799R3 DOC

ATTACHMENT NO 1

COST BREAKDOWN

Re. Calder Road
League City
Galveston County, Texas

Proposal No. 1140273799

PERSONNEL

Principal, P E	5	Hr	x	$167 00	=	$835 00
Senior Engineer, P E	15	Hr	x	$123 00	=	$1,845 00
Staff Engineer	35	Hr	x	$82 00	=	$2,870 00
Support Personnel (Drafting or Word Processing)	10	Hr	x	$36 00	=	$360 00
				SUBTOTAL		$5,910 00

SUBAURFACE FIELD INVESTIGATION

Mobilization/Demobilization	1	L S.	x	$500 00	=	$500 00
Soil Boring, Intermittent 3" diameter (0-50 feet)	405	Ft.	x	$16 00	=	$6,480.00
Grouting of Completed Holes	405	Ft	x	$4 00	=	$1,620 00
Surcharge for Marsh Buggy	75	Ft	x	$5 00	=	$375 00
Asphalt Coring (4"' dia, up to 6" thickness)	10	Ea.	x	$80 00	=	$800 00
Traffic Control - Police Officer/cones (cost +10%)	$1,100 00		x	1 10	=	$1,210 00
Underground utilities clearance for boring locations	8 00	Hr	x	$82 00	=	$656 00
				SUBTOTAL		$11,641 00

SOIL TESTS

Liquid & Plastic Limits (ASTM D-4318)	41	Ea.	x	$53 00	=	$2,173 00
Moisture Content (ASTM D-2216)	80	Ea.	x	$8 00	=	$640 00
Percent Passing No 200 Sieve (ASTM D 1140)	41	Ea	x	$41 00	=	$1,681 00
Sieve Analysis (ASTM D-422)	8	Ea	x	$49 00	=	$392.00
Density & Moisture of Soil Sample (ASTM D-2216, ASTM D-2937)	8	Ea	x	$19 00	=	$152 00
California Bearing Ratio (ASTM D-1883)	3	Ea	x	$185 00	=	$555 00
Unconfined Compression (ASTM D-2166)	24	Ea	x	$39 00	=	$936 00
Unconsolidated Undrained (ASTM D-2850)	17	Ea	x	$54 00	=	$918.00
				SUBTOTAL		$7,447 00

TOTAL **$24,998.00**

Binkley & Barfield, Inc
consulting engineers
Texas Registration Number F-257

Baseline Corporation
PROFESSIONAL SURVEYORS
A Binkley and Barfield, Inc. Company
1702 Seamist Drive, Suite 320, Houston, Texas 77008
(713) 869-0155 Fax (713) 869-1541

MAY 2012
DANNENBAUM ENGINEERING TRANSPORTATION

May 10, 2012

Mr. Larry S. Marr, P.E.
Dannenbaum Engineering Corp.
3100 West Alabama
Houston, Texas 77098-2094

RE: PROFESSIONAL LAND SURVEYING SERVICES FOR DESIGN OF CALDER ROAD, FROM 300 FEET NORTH OF TURNER ROAD (INTX. OF CALDER RD. & PHILLIPS RD.) TO 500 FEET SOUTH OF ERVIN, GALVESTON CO. TEXAS.

Dear Mr. Marr;

In response to your request for proposal, and in conjunction with our telephone conversation of May 9, 2012 to perform design surveys on the above referenced project, Baseline Corporation is please to submit the following scope of services.

PROJECTS LIMITS:

Design surveys will extend along Calder Road from ~~300~~ 500 feet north of Turner ST the new TxDOT pavement (R.O.W.) on the north end of the project to 500 feet south of Ervin. and extend along Calder To Bordens Bayou.

SCOPE OF SERVICES

A) **DESIGN SURVEYS:**

A.1) HORIZONTAL AND VERTICAL CONTROL:

Find and verify or reset horizontal and vertical control points at the beginning and end of the project and at approximate 800-foot intervals along the entire project length. Coordinates will be based upon the North American Datum of 1983 (NAD 83) Surface Values using the TxDOT Surface Adjustment Factor of 1.00013, and elevations will be based upon the North American Vertical Datum of 1988 (NAVD 88). The control survey will be accomplished using a combination of GPS and conventional surveying methodology. Prepare a signed and sealed Horizontal and Vertical Control Map Sheet.

3 Person Survey Crew	20	Hrs	140.00	/hr	2800.00
2 Person Survey Crew w/GPS	20	Hrs	165.00	/hr	3300.00
Project Manager (RPLS)	8	Hrs	110.00	/hr	880.00
Sr. Survey Technician (RPLS)	24	Hrs	95.00	/hr	2280.00
			Sub-total A.1:		$9,260.00

A.2) TOPOGRAPHIC SURVEYS:

Perform supplemental topographic surveys in support of paving, drainage, and engineering design, extending to twenty (20) feet outside of the proposed 80 foot wide right-of-way limits as defined in the Stormwater Feasibility Study.

Locate buildings, major structures, and driveways to forty (40) feet outside the ultimate R.O.W. The surveys will extend to 200 feet on all intersecting side streets (approximately 2,200 additional linear feet). Locate all visible surface features and accessible underground utilities, such as storm sewer inlets and storm and sanitary sewer manholes, with pipe size and flow-line elevations. Locate pot-holed markers (set by others) on three (3) utility lines at 500' intervals (approximately 50 points) on the existing waterlines and gas lines within the R.O.W. of Calder Road. It is agreed that this task will be coordinated by Dannenbaum to have all three lines marked at the same time.
It is agreed Dannenbaum will obtain any and all record drawings of utilities or pipelines and supply them to Baseline Corporation prior to initiating the topographic survey.
NOTE:
A large percentage of this task was completed during the storm water feasibility study performed in 2010. We will ground truth the existing topographic files and supplement them with additional data.

3 Person Survey Crew	80	Hrs	140.00	/hr	11200.00
Project Manager (RPLS)	20	Hrs	110.00	/hr	2200.00
Sr. Survey Technician (RPLS)	64	Hrs	95.00	/hr	6080.00
			Sub-total A.2:		**$19,480.00**

A.3) CROSS SECTIONS AND DIGITAL TERRAIN MODEL (DTM):
Obtain supplemental cross-sections extending to twenty feet (20') outside of the existing or proposed right-of-way, at a maximum of 100-foot intervals, and breaks in grade sufficient to create an AutoCAD Digital Terrain Model (DTM) for the project length. Cross-sections will be obtained at a maximum of 50-foot intervals and breaks in grade on side streets for a distance of 200 feet.
NOTE:
A large percentage of this task was completed during the storm water feasibility study performed in 2010. We will extend the cross-sections where needed to cover 20 feet outside the proposed 80 foot ROW.

3 Person Survey Crew	80	Hrs	140.00	/hr	11200.00
Project Manager (RPLS)	20	Hrs	110.00	/hr	2200.00
Sr. Survey Technician (RPLS)	64	Hrs	95.00	/hr	6080.00
			Sub-total A.3:		**$19,480.00**

A.4) AUTOCAD 2D AND 3D FILES:
Update and supplement the existing AutoCAD (plan view) manuscript and 3D DTM design files which will show all of the features located. It is agreed Dannenbaum will draft the profile portion of the project.

Project Manager (RPLS)	16	Hrs	110.00	/hr	1760.00
Sr. Survey Technician (RPLS)	64	Hrs	95.00	/hr	6080.00
			Sub-total A.4:		**$7,840.00**

A.5) GEO-TECHNICAL BORE HOLE LOCATIONS:
Locate horizontally and vertically not-to-exceed 40 geotechnical bore hole locations along Calder Rd. for the project length after they are completed. These will be drilled and marked by others. It is agreed Dannenbaum will supply a schematic location map to Baseline Corporation as soon as practical after the locations are completed in order to preclude lost or unidentifiable locations. It is agreed that Baseline Corporation will **not** pre-stake the borings. Crew Supervision and drafting to add to base-map.

3 Person Survey Crew	32	Hrs	140.00	/hr	4,480.00
Project Manager (RPLS)	4	Hrs	110.00	/hr	440.00
Survey Technician	16	Hrs	80.00	/hr	1,280.00
			Sub-total A.5:		$6,200.00
			TOTAL THIS PROPOSAL:		**$62,260.00**

NOTE:
No Right-of-Way surveying is included in this proposal. For Right-of-Way scope of services, see proposal of April 20, 2012 to City of League City.

DELIVERABLES
- Provide AutoCAD Civil 3D 2012 plan view drawing file manuscript and a 3D Tin File in digital format.
- Provide copies of all field notes.
- Provide ASCII point file in both hard copy and digital format.

CONDITIONS AND ASSUMPTIONS:
- Dannenbaum will coordinate with the company selected to pot-hole the existing waterlines and gas line to have all of them marked at the same time.
- Dannenbaum will research and obtain all existing utility plans and records from League City and private utility companies.
- Dannenbaum will be responsible for drafting the profile portion of the survey.
- Dannenbaum will contact both League City and Galveston County and provide any required AutoCAD drafting standards for scale, symbology, layer, text size, line types and weights, etc. prior to initiating the survey or Baseline Corporation will use our own in "in-house" drafting standards.
- Baseline Corporation will not pre-stake the bore holes locations.
- Dannenbaum will provide the centerline baseline stationing and the proposed R.O.W. lines in an AutoCAD file prior to our submitting the final drawing files.
- Baseline Corporation will not be performing construction staking.

Our fee for this service will be invoiced on an hourly basis in accordance with the attached Rate Schedule.

We can begin this project within 24 hours of receiving notice-to-proceed and complete the topographic manuscript portion of the project in approximately 90 (ninety) calendar days, barring unforeseen complications, such as inclement weather. We will follow up this first submittal with the existing right-of-way file approximately 30 (thirty) calendar days later. We will not start on the individual right-of-way map index sheets, parcel taking maps, or metes and bounds descriptions until specifically notified to do so after receiving the proposed centerline and right-of-way line AutoCAD file from Dannenbaum. This task will take approximately 90 (ninety) additional calendar days.

This letter supersedes our proposal letter of April 22, 2010.

We thank you for this opportunity to be of service. If I may be of further assistance or if you have any questions, please contact me at 713-869-0155 or e-mail at jpg@baselinesurveyors.net.

Sincerely,

BASELINE CORPORATION
Professional Surveyors
J. Patrick Going, R.P.L.S., C.F.M.
President

Attachment: "A" Rate Schedule

JPG/eat
File: BASELINE\PROP\20010\PRO09-19-Rev7 with letterhead bbi and baseline

ATTACHMENT "A"
RATE SCHEDULE

FIELD PARTIES:	
2 - Person Survey Crew	120.00 per hour
3 - Person Survey Crew	140.00 per hour
4 - Person Survey Crew	160.00 per hour
2 - Person Survey Crew with GPS/GIS	165.00 per hour
3 - Person Survey Crew with GPS/GIS	185.00 per hour
4 - Person Survey Crew with GPS/GIS	200.00 per hour
Field Supervisor	70.00 per hour
OFFICE PERSONNEL:	
Principal (PE and/or RPLS)	130.00 per hour
Survey Manager (RPLS)	115.00 per hour
Project Manager (RPLS)	110.00 per hour
Sr. Survey Technician	95.00 per hour
Survey Technician	80.00 per hour
Administrative Assistant	50.00 per hour
CADD Technician	80.00 per hour
Professional Abstractor	at cost, plus 10%
EQUIPMENT:	
Microstation CADD WorkStation	13.50 per hour
Total Station with Data Collector	12.00 per hour
Boat with motor	160.00 per day

The above rates for field parties include vehicle and usual surveying equipment and are charged portal-to-portal from our office.

A. G.P.S. rates include: one "base station" with "rover(s)".

B. All time over eight hours per day, Saturdays, Sundays, and Holidays shall be billed at 1.30 time the above rates.

C. All direct non-labor expenses, as may be required for the proper execution of the work, shall be billed at cost plus ten percent (10%). Mileage will be billed at the current IRS Tax Rate.

Payment Terms: NET 30 DAYS

The above rates will be in effect thru the term of this contract.

File: BASELINE\RATE\RATE-08(2008)

Lina T. Ramey
& Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

August 3, 2009
Revised: December 4, 2009

Dannenbaum Engineering Corporation
Ms. Sandy Lasser, PE
3100 West Alabama
Houston, TX 77098

RE: Subsurface Utility Engineering investigation
Calder Drive

Dear Mr. Larry:

Thank you for requesting this cost proposal for Subsurface Utility Engineering (SUE), required on the above referenced project. Lina T. Ramey and Associates (LTRA) has prepared this cost proposal based on map provided.

SUE has emerged over the last two decades as a means to characterize the risks associated with utility mapping. The American Society of Civil Engineers (ASCE), in publication CI/ASCE 38-02, defines SUE as a branch of Civil Engineering that involves mapping existing subsurface utilities and depicting those utilities to certain quality levels. These different quality levels can be defined as follows:

- Quality Level "D": Information derived from existing records and/or oral recollections,
- Quality Level "C": Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
- Quality Level "B". Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities (aka Designating).
- Quality Level "A": Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point (aka Locating).

The scope of this project will provide utility mapping to Quality Level "A" as specified below.

Project Specific Scope

LTRA will use record information provided by Dannenbaum, franchise utilities and local municipalities to help identify the location of the utilities requiring test holes

The scope of work involves vacuum excavating 46 test holes (Quality Level "A") and probing 67 locations at critical locations. The test holes will be completed approximately every 600' with probe points every 200'. The utilities included on the provided map will be included using this criteria. These utilities are a 39" water main, two additional water mains and a force main. Ten additional test holes have been included for the gas main or any other location that may

require additional information. Any cut pavement will be replaced in accordance with City/County specifications.

We will provide a test hole data forms, signed by a Texas PE, for each utility exposed. The forms will include: depth of utility, surface elevation, top of utility elevation, pavement thickness, coordinates of the test hole, size and type of utility, owner, bench marks and pictures of the utility Each test hole will be marked with a PK nail and brass washer with LTRA inscribed on the washer or 5/8" rebar with blue LTRA cap and a wooden lath next to it The test hole information will also be painted next to the test hole. Probe points with also be staked and the approximate depth will be provided. The survey for the test holes and probe points will be coordinated through Dannenbaum.

If during vacuum excavation large rocks or "dirty backfill" are encountered, LTRA will relocate the hole and make a second attempt. During the second attempt if the same is encountered LTRA will inform Dannenbaum about what was encountered and discuss and options. LTRA will be given credit for a test hole if two attempts are made but were unable to complete due to subsurface obstructions

Final deliverable will be signed and sealed test hole data sheets and SUE plans sheets showing the alignment of the utilities based on probes and test holes. The electronic files will also be provided in AutoCAD format.

ADDITIONAL WORK
LTRA will complete and additional three test holes, provide records research and sweeps of the area around the proposed detention pond.

LTRA's Responsibilities

- ***Vacuum excavate up to 46 test holes***
- ***Probe up to 67 locations***
- ***Prepare SUE plan sheets***
- ***Sign and Seal test hole data sheets***
- ***Complete additional work if required.***

Dannenbaum Responsibilities

- ***Provide LTRA with all available as-builts and/or record information,***
- ***Provide LTRA with an electronic background file of the project area(s)***
- ***Identify the test hole locations***
- ***Survey test holes and probe points***
- ***Provide survey data to LTRA***

Schedule

Begin work within one week of notice to proceed.
Locating/test holes – 12 business days
Probing – 6 business days

Office work/test holes data sheets/SUE plan sheets – 5 business days

Estimated Fees

LTRA proposes to perform unit rate basis. The unit rate for the test holes is $800 per test hole. This includes all field work, office and project management time. The unit rate for the probing is $150 per location. Using the estimated number of test holes (46) and the estimated number of probes (67) the total estimated cost for these services is **forty six thousand eight hundred fifty dollars and 00/100 cents ($46,850.00).**

ADDITIONAL WORK – IF REQUIRED
Using the same unit rate as above the cost to complete an additional three test holes is **two thousand four hundred dollars and 00/100 cents ($2,400.00).**

If you agree to this proposal, please sign and date below and fax back to this office Your signature below will also serve as a written notice to proceed with the work. If you have any questions or require additional information, please contact me.

Sincerely,

Joseph A. Murphy, PE
SUE Program Manager

2400 Augusta Dr, Suite 301 Houston, TX 77057 • Phone (713) 972-0200 • Fax (713) 9720204

TERRA
ASSOCIATES, INC.
CONSULTING ENGINEERS

May 23, 2012

Mr. Larry S. Marr, P E
Dannenbaum Engineering Corporation
3100 West Alabama
Houston, TX 77098

Direct 713-527-6357
Facsimile: 713-527-6340

Email. larry marr@dannenbaum.com

Re: Proposal for Professional Engineering Services for Utility Coordination for Calder Road (Approximately 7700-feet) Located In League City, Texas and Galveston County Precinct 4

TAI File No. 0000-1201
TAI Reg. No.: F 003832

Dear Larry:

Terra Associates, Inc. appreciates the opportunity to submit this proposal to you ("Client") for professional engineering services associated with the development of the above captioned project. It is our understanding that the project is the widening of Calder Road from Turner Street south to Evan Street (with approximately 2000-feet of additional storm sewer from Evan Street to Magnolia Bayou) as located in League City Texas. Our task is to locate all utility conflicts throughout the project and compile them as described below. Based on the information that you have provided for the project, we propose the following services

General Consulting. We will review and provide comments on the project through meetings with you and your other consultants. We will review and provide written comments on any project data provided by you to us for this purpose. We will contact representatives of the City, County, and all public or private utility companies in order to obtain all information relevant to our tasks. We will organize and attend two separate utility coordination meetings as directed by the client and at times as specified by the client

Plan & Profile Drawings. We will prepare a plan and profile drawing set, including cover sheet, index, & legend for the purpose of depicting all utility conflicts within the project limits. Drawings will be in accordance with the City of League City Department of Public Works criteria for waterlines, sanitary sewer, drainage and paving facilities located within public streets or easements. We will create a summary table of all conflicts which shall list the exact location, the nature of the crossing, the proposed paving elevations, and the elevations of the existing and proposed utilities.

Approvals. We will submit copies of drawings prepared by us for your review and comment. You will submit plans to the City of League City and/or Galveston County as appropriate for review and comment. We will address comments from the City in order to obtain plan approval of our portion of the project. The approval duration of governmental agencies is beyond our control. However, we will attempt to expedite this process

Information To Be Provided To Us: an AutoCAD drawing fill of the survey and design elements for the project, any available record drawings, and any SUE information available for existing utilities.

Fee. We propose that our compensation for the above described basic services be provided on a fixed fee basis per Attachment "B" included herein. We will submit monthly invoices based upon the percentage of the services completed. Payment is due within 7 business days of your receipt of payment from the County.

Reimbursable Expenses. Our budget allowance for reimbursable expenses is based upon our experience with similar projects. Covered under this budget are items described under Paragraph "E" of Attachment "A". We recommend an allowance of $500 for this project.

Exceptions. This proposal specifically omits any item that is not descriptively included in the foregoing paragraphs. Our services will be performed according to our normal procedures of practice. Any services required in addition to our normal procedures are to be considered as extra services which will require additional fee authorization. We do not provide environmental services including wetlands delineation Site lighting, landscape and irrigation design are not included in our scope of services.

Acceptance. If this proposal meets with your approval, please so indicate your acceptance by executing it in the space provided below and returning one signed copy for our files. Your written acceptance of this proposal will consummate the Agreement which can be terminated by either party upon receipt of written notice Upon termination, all fees currently earned under the terms of this Agreement will be due and promptly paid.

We appreciate the opportunity to submit this proposal and look forward to assisting you in the development of this project.

Sincerely,

TERRA ASSOCIATES, INC.

Lyle Henkel, P E.
President
Phone: (713) 993-0333
Fax. (713) 993-0743

ATTACHMENT A

February 2011

COMPENSATION: Engineering Services by Terra Associates, Inc.

A. For the **services of the Engineer's staff** the charges will be the "Salary Cost" of each employee so engaged times a multiplier of 2.72. "Salary Cost" is defined as the cost of salaries (total hours worked times the employee's rate of pay on an hourly basis) of the Engineer's employees for time directly chargeable to the Project, plus thirty-three (33) percent for social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, incentive pay, medical and insurance benefits, sick leave, vacation and holiday pay applicable thereto. For the services of the Engineer's Officers the charge will be at the imputed rate of $165 00 per hour

B The **overtime premium** (required by the Fair Labor Standards Act for non-exempt classifications) for draftsman, technician and construction administration classifications will be charged for overtime work up to five (5) hours per week, which the Terra Associates technical staff regularly works in excess of forty hours For any additional overtime requested and authorized by the client, the overtime premium will be charged in addition to the proposed fee amount.

C. For **field surveying staff service** the charges will be in conformance to Attachment "B"

D For all **direct non-labor expense**, including, but not limited to transportation, telegraph and telephone toll charges, special supplies, reproductions, computer plots, computer time charges, etc , and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge is the actual invoice cost plus a ten percent service charge Travel by vehicles owned or leased by the Engineer shall be at seventy (70) cents per mile. These reimbursable expenses are additional to the Proposal amount.

E. For **outside services**, such as making soil borings and performing laboratory tests on soil samples, environmental services or retaining other special consultants, Owner will contract directly with a third party for such services.

F **Payments to Engineer** for authorized services will be due upon presentation of monthly statements by Engineer for such services If within thirty (30) days of the date of any such statement, Owner should fail to pay Engineer the full sum specified in any such statement, then the Owner shall pay to Engineer, in addition to the sum shown as due by such statement, interest on any unpaid portion thereof at the rate of ten (10) percent per annum from the date of such statement until fully paid, which shall fully liquidate any injury to Engineer arising from such delay in payments

G. Neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other

H Payment of any fees that may be charged by Governmental agencies shall be made by the Owner directly to the Agency Sales taxes, if applicable, will be invoiced in addition to the basic fee proposed.

I. The approval duration of governmental agencies is beyond our control. We accept no liability for delays caused by governmental agencies.

FEE PROPOSAL

for

Utility Coordination for Calder Road - Approximately 7700-feet (from Turner Road south, Evan St)

WORK TASK	Principal In Charge $160 00	Project Manager $145 00	Project Engineer $110 00	CADD Technician $80 00	Clerical $50 00	Total Labor Hours	Cost Per Task
TASK A - General Coordination, Information Gathering, and Meetings	8	20	80	24	8	140	$ 15,300 00
TASK B - Plan and Profile Drawing set & Conflict Summary Table for PER	4	8	20	100	4	136	$ 12,200 00
TASK C - Plan and Profile Drawing set & Conflict Summary Table, Final	1	2	4	16	4	27	$ 2,370 00
TOTAL HOURS	**13**	**30**	**104**	**140**	**16**	**276**	
TOTAL LABOR COSTS	$ 2,080	$ 4,350	$ 11,440	$ 11,200	$ 800		**$ 29,870.00**
REIMBURSABLES & EXPENSES							
Estimate for mileage, copies, etc							$ 500 00
TOTAL REIMBURSABLES & EXPENSES							**$ 500.00**
TOTAL ENGINEERING FEE (NOT TO EXCEED)							**$ 30,370.00**

PSI

Project Surveillance, Inc. **Est. 1990**

Civil Construction Inspection

May 16, 2012

Mr. Larry Marr, P.E.
Dannenbaum Engineering, Inc.
3100 W. Alabama
Houston, Texas 77098

Re: Calder Road – I-45 to Ervin Road
Galveston County
Project Inspector

I. General:

A. Project Surveillance, Inc. will provide qualified construction inspector to perform inspection and documentation as specified in the plans.
B. Project Surveillance, Inc. will provide all insurances including Worker's Comp., General Liability, Commercial Auto Liability, and E & O.
C. Project Surveillance, Inc. will provide necessary reports, documents, and photographs thru our Web Site.

II. Costs: (Fee as per Direction of County Engineer)

A. Construction Inspector:
B. 546 hrs x $60.00 / hr. ..... $ 32,760.00
(approx. 30 hours/month)
C. Vehicle Charge: $50/trip @ 99 trips 4,950.00
$ 37,710.00

III. Terms:

A. An invoice will be submitted at the end of each month and is payable Net Thirty Days from Payment to Dannenbaum
B. Additional hours will be at Direction of County Engineer.

Proposed by:
Brian Cunningham
Director of Operations

GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive Houston, Texas 77036 Telephone: (713) 266-0588
Fax· (713) 266-2977

Job No. 1150-2156-01
Revised: 06/24/2010

Larry S Marr, P E
Dannenbaum Engineering Corporation
3100 W Alabama
Houston, Texas 77098

Re: Misc. Materials Testing and Laboratory Services for Calder Road, Additional RCB and Detention Pond Work

Dear Mr Marr

Geotest Engineering, Inc. appreciates the opportunity to submit our proposed scope of services and budget estimate to provide materials testing services for the referenced project. Based on the County's requirement of a limited budget for testing services for this project, attached is a revised budget of $49,833 00 (not to exceed). Any additional services requested and not part of this estimate will be charged in accordance with our standard fee schedule

Geotest appreciates the opportunity to work with you. If the enclosed estimate is agreeable, please indicate your formal acceptance by signing below and returning one (1) copy to Geotest. If you have any questions or require additional information, please contact me at your convenience

Sincerely,
GEOTEST ENGINEERING, INC.

B C

Mohan C Ballagere, P E
TBPE Registration No F-410
Vice President

\snd
GTHOU01\CMT Proposals\Calder Road
Copies Submitted 2
Enclosures Cost Estimate

GEOTEST ENGINEERING, INC.
5600 Bintliff Drive Houston, Texas 77036 Tel (713) 266-0588

CONSTRUCTION MATERIALS
COST ESTIMATE
Calder Road In Galveston

	Quantity		Unit Rate			Amount
PERSONNEL						
10300 Project Engineer, P E or Project Geologist, P G	5	x	$96 00	/ Hr	=	$480 00
10400 Graduate Engineer, Project Management	10	x	$76 00	/ Hr	=	$760 00
10700 Technician NICET II, ACI I	450	x	$50 00	/ Hr	=	$22,500 00
10701 Technician NICET II, ACI I	100	x	$75 00	/ Hr		$7,500 00
15000 Vehicle Charge	550	x	$7 50	/ Hr	=	$4,125 00
15100 **REIMBURSABLE EXPENSES**		x	**Cost plus 10%**		=	
AGGREGATES						
20100 Sieve Analysis - Coarse Aggregates (C 136 - C)	2	x	$46 00	/ Ea	=	$92 00
PORTLAND CEMENT CONCRETE						
30100 Compressive Str (Cylinder) (C-39)	320	x	$15 00	/ Ea	=	$4,800 00
HMAC						
40100 Mix Design Review HMAC/Concrete	4	x	$187 00	/Ea	=	$748 00
40500 Extraction/Gradation (Tex - 210F)	5	x	$174.00	/Ea	=	$870 00
40700 HVEEM Stability (Tex - 208F)	5	x	$82 00	Set	=	$410.00
40800 Bulk Density - Lab Molded or Core (Tex - 207F)	5	x	$46 00	Set	=	$230 00
41000 Molding Specimens (Tex - 206F)	5	x	$54 00	Set	=	$270.00
41100 Maximum Theoretical Specific Gravity (Tex - 227F)	5	x	$78 00	/Ea	=	$390 00
SOILS						
90100 Liquid & Plastic Limits (D 4318)	4	x	$53 00	/ Ea	=	$212 00
90600 Percent Passing #200 Sieve (D 1140)	4	x	$41 00	/ Ea	=	$164 00
92300 OMD Standard Compaction (D 698)	4	x	$175 00	/ Ea	=	$700 00
92800 Optimum Lime Content - PI Method	1	x	$208 00	/ Ea	=	$208 00
TREATED SOILS						
94100 Cement Sand Compressive Str (D 1633)	8	x	$61 00	/ Ea	=	$488 00
94500 OMD Strength Compaction, Treated (D 698)	2	x	$193 00	/ Ea	=	$386 00
95100 Nuclear Density Gauge (D 6938)	500	x	$9 00	/ Hr	=	$4,500 00
			TOTAL			**$49,833 00**

pc5/feeschedule/2008hcpid

AGENDA ITEM #13d

Amendment No. 1

AMENDED AGREEMENT FOR CONSULTING SERVICES

THIS AMENDED AGREEMENT IS MADE AND ENTERED INTO by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, hereinafter called "Owner" and Coastal Strategies Group, LLC hereinafter called the "Consultant". It replaces the Agreement heretofore entered into by the parties on May 15, 2012

RECITALS

Owner intends to engage the services of Consultant to perform professional consulting services for various coastal projects.

CONTRACTUAL UNDERTAKINGS

SECTION I
EMPLOYMENT OF CONSULTANT

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional consulting services in connection with the five tasks (collectively "Project") stated below, and for having rendered such service, the Owner agrees to pay the Consultant such compensation as is stated below.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Consultant shall render the following professional consulting services:

See work authorization no 001, 002, 003, 004 and 005 attached hereto as Exhibit "A"

The character and extent of services for each task are outlined in Exhibit "A"

All services shall be of good quality and shall be performed in a professional manner. The standard care for all consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by other members of Consultant's profession practicing under similar conditions at the same time and in the same locality Consultant will re-perform any Services not meeting this standard without additional compensation **CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH CONSULTANT'S SERVICES.**

Additional services that may be required after acceptance of Consultant's completed work product for each task or that may be required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract set forth in Section V. Compensation for such extra services shall be set forth in a subsequent agreement between

Owner and Consultant.

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by Owner and the Consultant and shall remain in force until satisfactory completion of the Project or early termination of this Agreement as hereinafter provided in section VIII.

Immediately upon execution of this Agreement, Consultant shall submit a Project Time Schedule for each task.

SECTION IV
COORDINATION WITH THE COUNTY

The Consultant agrees to perform the design services diligently and within 365 days after written authorization to proceed. But, the Consultant will make every effort to expedite completion of the Project prior to the expiration of the 365 days

The Consultant shall hold, at a minimum, monthly conferences with the Owner on each task to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities and be consistent with its current policies. To implement this coordination, the Owner shall make available to the Consultant for use in each task of the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Consultant shall also submit a monthly progress reports of each tasks status

SECTION V
THE CONSULTANT'S COMPENSATION

For Consultant's services Owner shall compensate the Consultant the compensation amounts shown in Exhibits "A & B".

The maximum amount payable under this Agreement is $130,000 including expenses The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the Owner.

Payments to the Consultant for authorized services will be made by the Owner in accordance with the terms and provisions of the Texas Prompt Payment Act. All remittances shall be mailed or delivered to Owner's office

SECTION VI
OWNERSHIP OF DOCUMENTS

All documents and other information produced by the Consultant or obtained by the Consultant in providing the services called for herein belong to and remain the property of the Owner and may not be used by Consultant for any other purpose without Owner's prior written

approval. Consultant shall deliver such documents and other information periodically upon request of the Owner and upon completion of each the Project, in electronic format to the greatest extent possible.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Consultant acknowledges that Galveston County is a governmental entity that conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Open Records Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Open Records Act and as such, will be discussed and voted upon in a public meeting. Any request made by a member of the public to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to, the breach thereof and if the dispute cannot be settled through negotiation, then the Consultant and the Owner agree to submit the dispute to mediation. In the event the Consultant or the Owner desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Consultant and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The Owner may terminate the Agreement for any reason or no reason, with or without cause or for convenience, by giving to the Consultant thirty (30) days' notice in writing Upon receipt or delivery of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts with third parties insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The Owner shall then pay the Consultant for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made Such payment will be in accordance with the provisions of the Texas Prompt Payment Act. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the Owner when and if

this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

The Consultant shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum specified by the RFQ for the Project

The Consultant shall, upon request by the Owner, furnish certificates of insurance to the Owner evidencing compliance with the insurance requirements thereof.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas Venue shall be in Galveston County, Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address.

John Lee, Jr.
Coastal Strategies Group, LLC
P.O. Box 404
High Island, Texas 77623-0404

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be to the following address:

Mark Henry, County Judge
County of Galveston
Galveston County Courthouse, 2nd Floor
Galveston, Texas 77550

with a copy to·

Mike Fitzgerald
County Engineer
Galveston County Courthouse,
722 Moody, 1st Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The Owner and the Consultant each binds itself and its successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Consultant shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto

Galveston County

By _____
Mark Henry
County Judge

Coastal Strategies Group, LLC

By _____ 6/5/2012
John Lee, Jr.
Managing Director

Dated: June 12, 2012

Attest: _____
Dwight Sullivan
County Clerk

Amendment No. 1

Exhibit A Work Authorization Form
Work Authorization # 001
Date: May 15, 2012

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

WORK AUTHORIZATION FORM

This Work Authorization Form pertains to an Agreement by and between the County of Galveston ("Owner"), and Coastal Strategies Group LLC, ("Consultant"), dated May 15, 2012, ("the Agreement"). Consultant shall perform services on the project described below and provided in the Agreement. This Work Authorization Form shall not be binding until it has been properly signed by both parties. Upon execution, this Work Authorization shall become a supplement to the Agreement as it pertains to the project described below.

WORK AUTHORIZATION NUMBER: #001 **DATE:** May 15, 2012
PROJECT NAME: Coastal Impact Assistance Program (CIAP)

SECTION I
PROJECT DESCRIPTION

Galveston County is eligible to be awarded grant funds through the US Fish and Wildlife Service funded by returning a percentage of offshore oil and gas revenues to coastal political subdivisions located on the gulf coast of Texas and five (5) other states. Galveston County has developed project summaries for federal fiscal years FY07; FY08; FY09; and FY10. At the present time only the Texas State plan for FY07 and FY08 projects have been approved and are thus eligible for application submission. Projects for FY09 and FY10 are pending State Plan approval. Preliminary project summaries have been submitted previously for all FY2007 – FY2010 projects; however, official grant applications yet remain to be developed and submitted to the USFWS. Projects for FY2007 and FY2008 need to be finalized, submitted, and implemented as quickly as possible.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; at the direction of Galveston County staff point of contact, application drafting in coordination with the selected engineering service providers, project development, project oversight / management, coordination with regulatory agencies, federal agencies and the GLO, project implementation and construction oversight, and serving as liaison between Galveston County POC and the selected engineering service providers for the FY07, FY08, FY09, and FY10 CIAP projects. Travel in support of these services may be necessary to meet with State and federal representatives regarding any potential project issue and will be reimbursed by Galveston County at actual cost to Coastal Strategies.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans, or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with the CIAP program that will be able to participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project development and implementation.

Amendment No. 1

Exhibit A Work Authorization Form
Work Authorization # 001
Date: May 15, 2012

SECTION IV
PERFORMANCE PERIOD

An Amendment to a State Plan should contain all the components required in the Plan. State Plan Amendments must be submitted no later than December 31, 2012; individual grant applications must be submitted by December 31, 2013; and all projects must be completed and closed by December 31, 2016. Additionally, there has been an increased federal scrutiny recently of unobligated funds and USFWS is considering removing or canceling those funds not obligated to a project by the end of the current fiscal year (September 30th). Coastal Strategies will work to expedite and coordinate project submittals to meet the above timeframe, however there could be programmatic factors beyond Coastal Strategies control that could result in delays to the overall process.

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

Services provided by Coastal Strategies Group staff will be at the rate of $125.00 per hour, unless otherwise noted by mutual written agreement in advance of services being rendered; and in accordance with Coastal Strategies Group Terms and Conditions; as authorization by at the designated County point of contact. Additional services will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers. Maximum amount payable under this Work Authorization is not to exceed the 23% cap on allowable uses of program administrative costs and are limited to those expenses eligible to be reimbursed to Galveston County according to CIAP program guidelines.

SECTION VI
OTHER ISSUES / ITEMS

No other issues at this time.

Amendment No. 1

Exhibit A Work Authorization Form
Work Authorization # 002
Date: May 15, 2012

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

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WORK AUTHORIZATION NUMBER: #002 **DATE:** May 15, 2012
PROJECT NAME: Erosion Response Plan (ERP)

SECTION I
PROJECT DESCRIPTION

As detailed in the Texas Administrative Code (TAC), Title 31; Part 1; Chapter 15; Subchapter A; Rule 15.17 entitled, "Local Government Erosion Response Plans", "local governments must develop plans for reducing public expenditures for erosion and storm damage losses to public and private property, including public beaches. The Erosion Response Plan (ERP) should be prepared in consultation with the General Land Office and may include the following seven (7) elements: 1) A building set-back line that will accommodate a shoreline retreat; 2) A prohibition on new construction seaward of the building set-back line, (with criteria); 3) Consideration of exemptions; 4) Construction requirements for exempt properties; 5) Procedures for preserving and enhancing the public's right of access to and use of the public beach from losses due to erosion and storm damage; 6) Procedures for preserving, restoring, and enhancing critical sand dunes for natural storm protection and conservation purposes (with criteria); and 7) Criteria for voluntary acquisition of property seaward of the building setback line.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; at the direction of the Galveston County staff point of contact, coordination, development and networking assistance to draft an erosion response plan that can be submitted to the Texas General Land Office. Coordinate and facilitate meetings with residents, community groups, and others on the Bolivar Peninsula; incorporate technical findings into plan drafts, and coordinate with the General Land Office, and other professional service providers through the development and amendment process. Assist with the implementation of the ERP with residents of the Bolivar peninsula. Travel in support of this project may be necessary to meet with State representatives regarding the erosion response plan and will be reimbursed by Galveston County at actual cost to Coastal Strategies.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans, or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with the GLO and the erosion response plan issues that will be able to

Amendment No 1

participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project development and implementation.

SECTION IV
PERFORMANCE PERIOD

A draft plan was submitted to the GLO prior to July 1, 2011. However, comments received from the GLO in response to the initial draft indicate much work remained to be done. The GLO has published a July 1, 2012 date for their receipt of each coastal jurisdiction's ERP to allow sufficient time for the certification process prior to the final deadline of December 31, 2012. Galveston County is required to submit an ERP to the GLO in order to remain eligible for various GLO administered grant programs. Development of a draft plan suitable to the GLO and submitted by the July 1, 2012 deadline will be a very labor intensive, and time constrained effort. Additional work products (maps, surveys, or other technical information) not yet created by certified engineers and licensed surveyors may need to be developed in support of this project. Coastal Strategies cannot guarantee the timeliness of those products to ensure a submittal by the July 1 date. However, every effort will be made to conform to the GLO deadlines.

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

The July 1, 2012 deadline for submittal of an Erosion Response Plan to the GLO is fast approaching and the dedicated work effort is very labor intensive requiring an estimated $35,000.00 in direct contact time with this project. The standard billing rate of $125 00 per hour will apply, unless otherwise noted by mutual written agreement in advance of services being rendered; in accordance with Coastal Strategies Group Terms and Conditions; and as authorized by the designated County point of contact. Additional services, performed by others are not included in this Work Authorization form. Additional work by Coastal Strategies will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers. Maximum amount payable under this Work Authorization shall not exceed available grant funds from the GOMESA program and are limited to expenses eligible for reimbursement to Galveston County

SECTION VI
OTHER ISSUES / ITEMS

It is possible additional work products created by others will be developed in support of the erosion response plan; this includes maps, surveys, aerial photos, and other coastal engineering work efforts billed to, and funded by Galveston County.

Amendment No. 1

Exhibit A Work Authorization Form
Work Authorization # 003
Date: May 15, 2012

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT
AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

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WORK AUTHORIZATION NUMBER: #003 **DATE:** May 15, 2012
PROJECT NAME: USACE Feasibility Study Re-scoping and Gulf Coast Community Protection and Recovery District

SECTION I
PROJECT DESCRIPTION

Galveston County, Jefferson County and the U.S. Army Corp of Engineers began a Feasibility Study with the execution of a cost share agreement in September 2001. The Feasibility Study (Study) consisted of an area from Sabine Pass to San Luis Pass, or approximately 92 miles. The Study was funded through the partnership agreement divided evenly (50/50) between federal and non-federal partners. The non-federal share was divided between Galveston County and Jefferson County at a 75% / 25% cost share rate. The Study progressed until 2008 when Hurricane Ike impacted the upper Texas coast. The Study was placed on hiatus by the sponsors during the summer of 2009. Recently the Study has been picked up again and the USACE is seeking an expanded study area to include the six (6) counties of the upper Texas coast: Brazoria, Chambers, Galveston, Harris, Jefferson and Orange Counties, with the General Land Office serving as the lead non-federal sponsor. The counties, USACE, and many others are meeting in support of this effort. Galveston County requires a representative at these meetings familiar with the background of the original Feasibility Study and the various steps required to move this effort forward.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; at the direction of the Galveston County staff point of contact, representation on behalf of Galveston County at meetings, providing background information, coordinating with state and federal legislators, staff, agencies and lobbyists on behalf of Galveston County in support of this project. Additional assistance is to be provided in coordination with participating universities and special focus groups including the SSPEED Center at Rice University and the various technical divisions of the U.S. Army Corp of Engineers. Provide Feasibility Study information to potential project stakeholders and administrative support to the Galveston County Beach Erosion Task Force. Providing recommendations and suggesting courses of action.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans,

Amendment No. 1

or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with the background of the Feasibility Study that will be able to participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project development and implementation.

SECTION IV
PERFORMANCE PERIOD

The Feasibility Study is one of the steps in the federal process to implement a federally sponsored surge suppression or beach restoration project. Federal appropriations for the Study occur on an annual basis. The performance period of this Work Authorization would mirror the coast share agreement executed between the General Land Office, as the primary non-federal sponsor and the USACE, typically three (3) years.

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

Services provided by Coastal Strategies Group staff will be at the rate of $125.00 per hour, unless otherwise noted by mutual written agreement in advance of services being rendered; and in accordance with Coastal Strategies Group Terms and Conditions as authorized by the designated County point of contact. Additional services, performed by others are not included in this Work Authorization form. Additional work by Coastal Strategies will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers. Maximum amount payable under this Work Authorization is not to exceed the currently available budgeted Feasibility Study account in the current year budget. Funds expended under this Work Authorization may potentially be used as a matching source to offset Federal and State matching requirements.

SECTION VI
OTHER ISSUES / ITEMS

No other issues at this time.

Amendment No. 1

Exhibit A Work Authorization Form
Work Authorization # 004
Date: May 15, 2012

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT
AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

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WORK AUTHORIZATION NUMBER: #004 **DATE:** May 15, 2012
PROJECT NAME: Coastal Erosion Planning Response Act. (CEPRA)

SECTION I
PROJECT DESCRIPTION

The CEPRA program is a State of Texas funded grant program administered by the General Land Office that occurs in 2 year cycles. Galveston County has a history of submitting and receiving award of projects through this program and is currently awaiting notification regarding Cycle 7 grant letters of intent. CEPRA funding is often used to match other revenue sources to increase projects size and scope.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; assist with the overall management of the CEPRA program, at the direction of the Galveston County staff point of contact, provide representation on behalf of Galveston County at meetings, providing background information, developing applications, verifying Project Cooperation Agreements (PCA), project implementation, project management, coordinating with GLO staff on behalf of Galveston County in support of this project.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans, or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with the GLO and CEPRA program that will be able to participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project development and implementation.

SECTION IV
PERFORMANCE PERIOD

The CEPRA program is a two year program that typically solicits applications and letters of intent submissions by July 1st of odd numbered years. Funding is not typically carried forward from one two year cycle to the next without having an existing construction project underway.

Amendment No 1

Exhibit A Work Authorization Form
Work Authorization # 004
Date: May 15, 2012

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

Services provided by Coastal Strategies Group staff will be at the rate of $125.00 per hour, unless otherwise noted by mutual written agreement in advance of services being rendered; and in accordance with Coastal Strategies Group Terms and Conditions as authorized by the designated County point of contact. Additional services, performed by others are not included in this Work Authorization form. Additional work by Coastal Strategies will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers.

SECTION VI
OTHER ISSUES / ITEMS

No other issues at this time.

Amendment No. 1

Exhibit A Work Authorization Form
Work Authorization # 008
Date: May 15, 2012

GALVESTON COUNTY
COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT
AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

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WORK AUTHORIZATION NUMBER: #008 **DATE:** May 15, 2012
PROJECT NAME: FEMA Geotextile Tube Projects Related to Hurricane Ike Projects

SECTION I
PROJECT DESCRIPTION

Prior to Hurricane Ike Galveston County had installed approximately 40,000 linear feet of geotextile tube core dunes on the Bolivar Peninsula and Galveston Island. These project areas served to protect upland structures and evacuation routes that served each local community. As a result of the impact from Hurricane Ike in 2008, these project areas were completely destroyed, and subsequently removed from the beach as debris by the General Land Office. Galveston County has received notification from FEMA that project worksheets have been obligated for these project locations. Galveston County requires a consultant familiar with the background of the original project location(s) and the coastal issues surrounding any project implemented in this area and the various steps required to move these projects forward.

SECTION II
SCOPE OF SERVICES

Services provided by Coastal Strategies Group under this Work Authorization will include; assist with the development of FEMA Geo-textile tube projects related to Hurricane Ike. Assist with project implementation, project management, and coordination of the associated beach related federal funds. Additionally, to provide recommendations, suggestions and potential courses of action.

SECTION III
OWNERS RESPONSIBILITIES

The Owner agrees to provide Coastal Strategies, at no expense to Coastal Strategies, all existing data, plans, and other information in the Owners possession as determined by Coastal Strategies, which are necessary for the performance of services. The Owner further agrees to provide any additional data, plans, or other information as may be specified in related work authorization forms. Owner also agrees to designate a County staff point of contact familiar with FEMA and related issues that will be able to participate in project discussions and communicate the County's direction and positions on an as needed basis to facilitate project development and implementation.

SECTION IV
PERFORMANCE PERIOD

The project worksheets associated with Hurricane Ike are required to be completed by September 12, 2014 with final audit and close out by September 2016. The performance period of this work authorization would mirror the federal guidelines for the completion of the FEMA project worksheets.

Amendment No. 1

Exhibit A Work Authorization Form
Work Authorization # 003
Date: May 15, 2012

SECTION V
PAYMENTS TO CONSULTANT / REPORTING REQUIREMENTS

Services provided by Coastal Strategies Group staff will be at the rate of $125.00 per hour, unless otherwise noted by mutual written agreement in advance of services being rendered; and in accordance with Coastal Strategies Group Terms and Conditions and as authorized by the designated County point of contact. Additional services, performed by others are not included in this Work Authorization form. Additional work by Coastal Strategies will require authorization in advance. All internal and out of State travel (including airfare, taxi's, lodging, incidentals and meals) will be passed through to Galveston County. Hourly rates are based on port to port, mileage rates will reflect current IRS rates plus 10%. Reporting requirements will be met by periodic meetings with the designated County point of contact and coordinated with engineering service providers.

SECTION VI
OTHER ISSUES / ITEMS

Federal permitting and environmental compliance may become an issue with these projects and Coastal Strategies cannot guarantee any interpretations made by federal agencies that could have negative impacts on these projects.

Amendment No. 1

Exhibit "B"

GALVESTON COUNTY COASTAL GRANT PROGRAMS AND PROJECT MANAGEMENT AGREEMENT FOR PROFESIONAL AND CONSULTING SERVICES

Galveston County Engineer's Office
May 10, 2012

Task 1: Coastal Impact Assistance Program (CIAP)	Not to Exceed Including Expenses	$35,000.00
Task 2: Erosion Response Plan (ERP)	Not to Exceed Including Expenses	$35,000.00
Task 3: USACE Feasibility Study	Not to Exceed Including Expenses	$25,000.00
Task 4: Coastal Erosion Planning Response Act (CEPRA)	Not to Exceed Including Expenses	$15,000.00
Task 5: FEMA Geotextile Tube Project Related to Ike	Not to Exceed Including Expenses	$20,000.00
Total		**$130,000.00**

All out of county travel must be preapproved by Galveston County

AGENDA ITEM #14a

NO

BACK – UP

PROVIDED

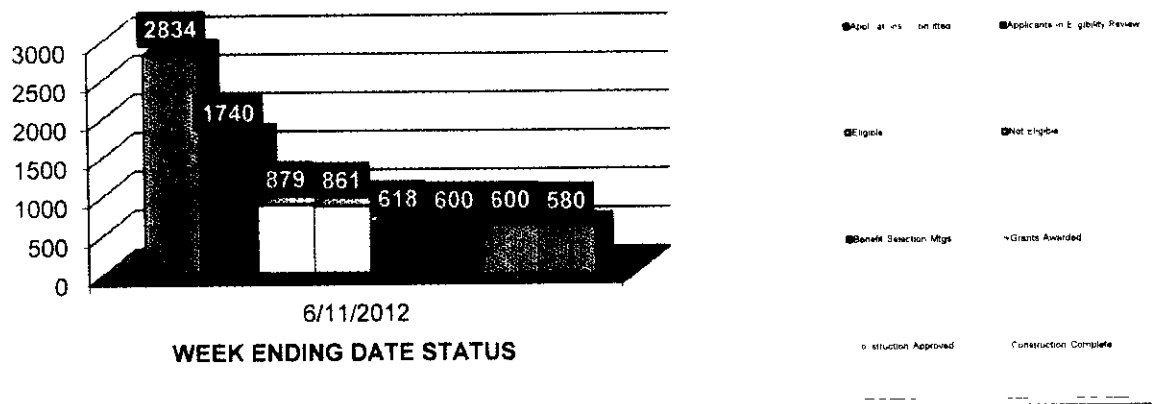
AGENDA ITEM #15a

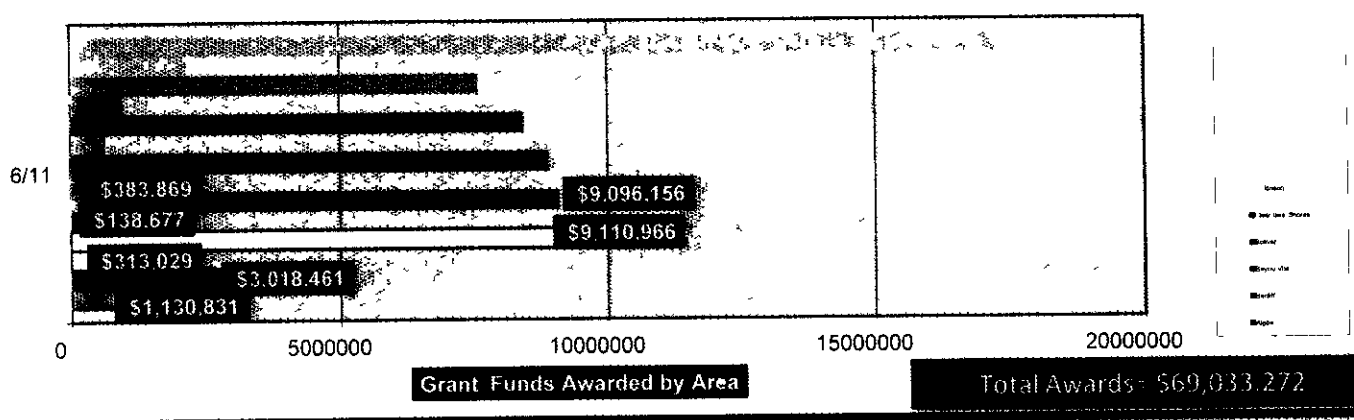
To: Commissioners Court
From: Jim Gentile
Galveston County Director of Housing

Date: Monday, June 11, 2012

Subject: Project Status Report – thru Friday June 11, 2012

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



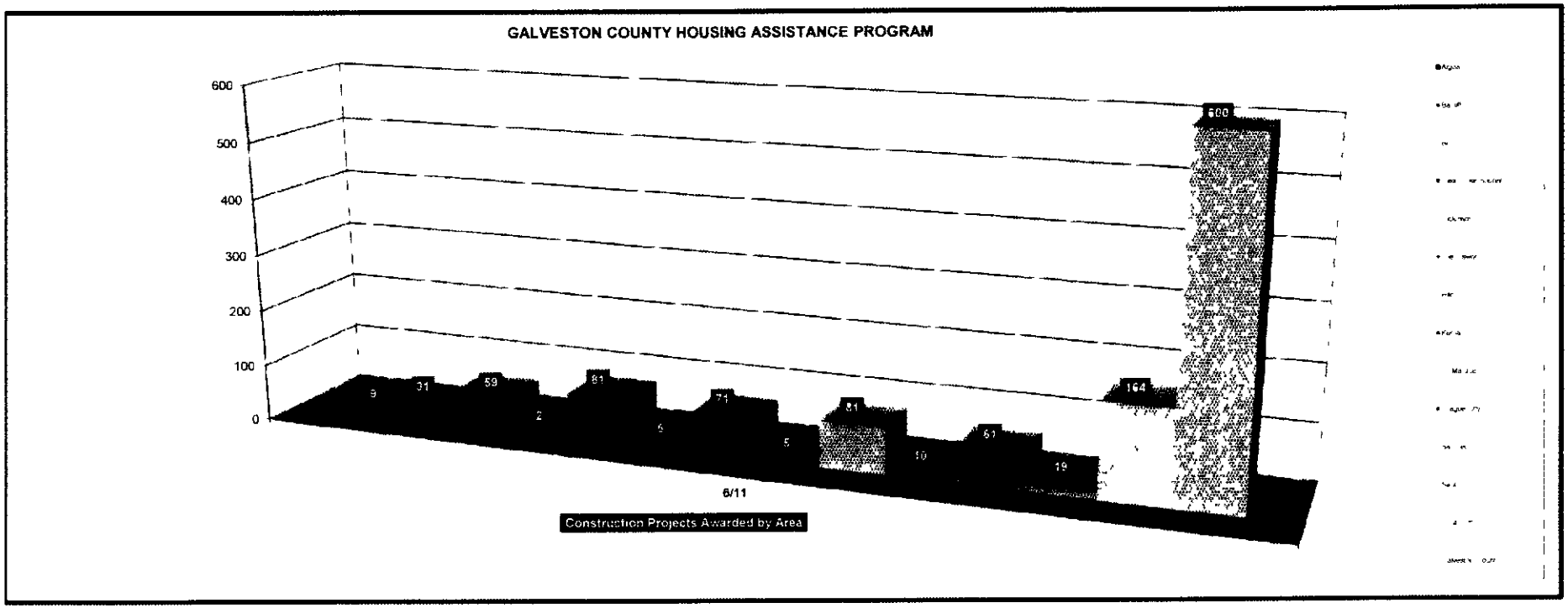


Accomplishments – Tasks accomplished during the reporting period

- 2834 applications initiated since Dec 2, 2009
- 1740 applicants provided required information to be qualified for eligibility review.
- 1740 determinations of ineligibility and eligibility complete (1740=879+861)
  - 879 determined eligible
  - 861 Do not Qualify (DNQ)
- 0 new files in eligibility/DOB review
- 911 Environmentals submitted to TDHCA. 911 environmental reviews approved.
- 618 Benefit Selection Meetings completed.
- 600 grants awarded to date totaling over $69 million.
- 12 homes in construction and 580 homes completed with keys in hand = 600 total homes
- 580 applicants have keys in hand & 588 homes have a completed final inspection
- Over **$69 MILLION** in **GRANTS AWARDED** to date

GCHAP Grants Awarded by City

Date	Algoa	Bacliff	Bayou Vista	Bolivar	Clear Lake Shores	Dickinson	Friendswood	Hitchcock	Kemah	La Marque	League City	San Leon	Santa Fe	Texas City	Galveston County	% in construction to complete
6/11/2012	9	31	2	59	2	81	5	71	5	81	10	61	19	164	600	96 0%
6/11/2012	2%	5%	0 3%	10%	0 3%	14%	1%	12%	1%	14%	2%	10%	3%	27%	100%	
Dollars 6/11/12	2%	4%	0%	13%	0%	13%	1%	13%	1%	12%	1%	11%	3%	25%	100%	90 7%



Count by city 5 28 2012

GCHAP HOUSING SUMMARY

Date	June 11, 2012	
Program	Homeowner-OCC	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	580(589finals)	
Construction Projects with a Notice-to-Proceed and building In-Process	20(11 actual i/p)	
Construction Projects with Notice-to-Proceed but not yet started	0	
Total Construction projects with Notice-to-Proceed		600
Projects Approved by TDHCA but Awaiting Bond/Insurance	0	
Projects Awaiting State/TDHCA Approval	0	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		600
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	0	
Total projects between the builder assignment stage and construction complete stage		600
Project pending builder assignment, pending rehab sow, pending rehab bid	0	
Total Projects on Construction Pipeline		**600**
Total Grant Dollars Awarded	$	**69,033,272**

Date.	June 11, 2012	
Program:	Landlord Program	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	4(12 Finals)	
Construction Projects with a Notice-to-Proceed and building In-Process	55(47 actual i/p)	
Construction Projects with Notice-to-Proceed but not yet started	0	
Total Construction projects with Notice-to-Proceed		59
Projects Approved by TDHCA but Awaiting Bond/Insurance	0	
Projects Awaiting State/TDHCA Approval	0	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		59
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	0	
Total projects between the builder assignment stage and construction complete stage		59
Project pending builder assignment, pending rehab sow, pending rehab bid	0	
Total Projects on Construction Pipeline		**59**
Total Grant Dollars Awarded	$	**7,609,749**

Date	June 11, 2012	
Program:	Demo Program	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	13	
Construction Projects with a Notice-to-Proceed and building In-Process	0	
Construction Projects with Notice-to-Proceed but not yet started	1	
Total Construction projects with Notice-to-Proceed		14
Projects Approved by TDHCA but Awaiting Bond/Insurance	0	
Projects Awaiting State/TDHCA Approval	0	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		14
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	0	
Total projects between the builder assignment stage and construction complete stage		14
Project pending builder assignment, pending rehab sow, pending rehab bid	0	
Total Projects on Construction Pipeline		**14**
Total Grant Dollars Awarded	**$**	**99,115**

AGENDA ITEM #15b

General Provisions for the Galveston County Housing Assistance Program

1.0 PURPOSE OF PROGRAM:

The purpose of the Community Development Block Grant (CDGB) Disaster Recovery Program (the Program) is to provide housing assistance to those affected by Hurricane Ike, which occurred on September 13, 2008

1 1 Galveston County will administer this disaster recovery housing program (hereinafter referred to as the Galveston County Housing Assistance Program or GCHAP) in accordance with these Housing Guidelines (the Guidelines) and GCHAP Policies and Procedures

1 2 Under the GCHAP, financial assistance will be provided for owner occupied single-family minor repair, rehabilitation, reconstruction, demolition only on blighted properties, and elevation of homes The focus of the Program is to fulfill an unmet housing need to applicants and quickly provide safe, sanitary, and secure housing by bringing existing Hurricane Ike affected housing units into compliance with applicable health and safety codes or replacing those existing structures that cannot be technically or economically repaired The standards for minor repairs include bringing the individual repairs to applicable codes, standards, and specifications as well as the entire house to the US Department of Housing and Urban Development's (HUD) Housing Quality Standards (HQS) using specific inspection criteria Rehabilitation standards include conformance with local building codes, standards, and ordinances, Texas Windstorm Insurance Association requirements, local health and safety codes and HUD's housing quality standards Reconstruction and Replacement standards include replacing or reconstructing structures that complies with the universal design features in new construction established by Sec 2306 514, Texas Government code, local health and safety codes, energy standards as verified by RESCHECK certification, and International Residential Code (IRC) (with windstorm provisions), elevation requirements, and International Building Code (IBC)

1 3 Galveston County shall make every effort to ensure that structures served by the Program supplement the structurally sound housing stock in the area served and that the housing is of fitting design and quality so as to improve the neighborhood in which they are completed

1 4 In special cases and only when existing conditions would mean that replacing a housing unit on the same site would continue or exacerbate an unsafe condition, homeowners may be given assistance to acquire or newly construct a housing unit on a safe site within Galveston County

Examples of unsafe conditions shall include, but not be limited to housing located in a special flood hazard area, unsafe soil conditions, environmental hazards that cannot be mitigated, or other conditions that cannot be changed and would continually put occupants in harm's way

2.0 DESIGNATED AUTHORITY TO ADMINISTER PROGRAM AND ASSISTANCE AMOUNTS

The Program was authorized by Congress in Public Law 110-329, the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act*

2 1 All proposed Program activities must meet one of the following three National Program Objectives

i Principally benefit low- and moderate-income persons, or

ii Aid in the elimination of slum or blight; or

iii Meet other community development needs of particular urgency which represent an immediate threat to the health and safety of residents of the community

2 2 Pursuant to explicit authority in the appropriations act, HUD has also granted an overall benefit waiver that allows for up to 50 percent of the grant to assist activities under the urgent need or elimination of slums and blight national objectives, rather than the 30 percent allowed under the annual State CDBG program

2 3 This program shall be governed by the State of Texas Action Plan for CDBG Disaster Recovery Grantees (Action Plan) and operated in accordance with all applicable rules and regulations of

i The US Department of Housing and Urban Development ("HUD"),

ii The Texas Department of Housing and Community Affairs ("TDHCA"),

iii The Galveston County Housing Assistance Program ("GCHAP") including associated documentation e g the Galveston County Method of Distribution (MOD) and contract between TDHCA and Galveston County for the provision of these disaster recovery services initially executed by the parties and including any subsequent modifications,

iv Applicable Historical and Environmental rules and regulations

2 4 The Program shall be under the direct supervision of Brenda Bock, Galveston County Director of Housing and Economic Development, or her designee

2 5 Maximum Funding by project type is as follows (includes all hard and soft costs)

i Minor Repair limit is $25,000

ii Rehabilitation limit is $ 85 000

iii Reconstruction limit is $125,000

iv Elevation limit is $50,000

v Demolition (blighted areas) $10,000

3.0 PROGRAM PHASES AND ASSOCIATED ACTIVITIES

The Program has **five** distinct **phases** or steps as outlined in Exhibit 1 0 below

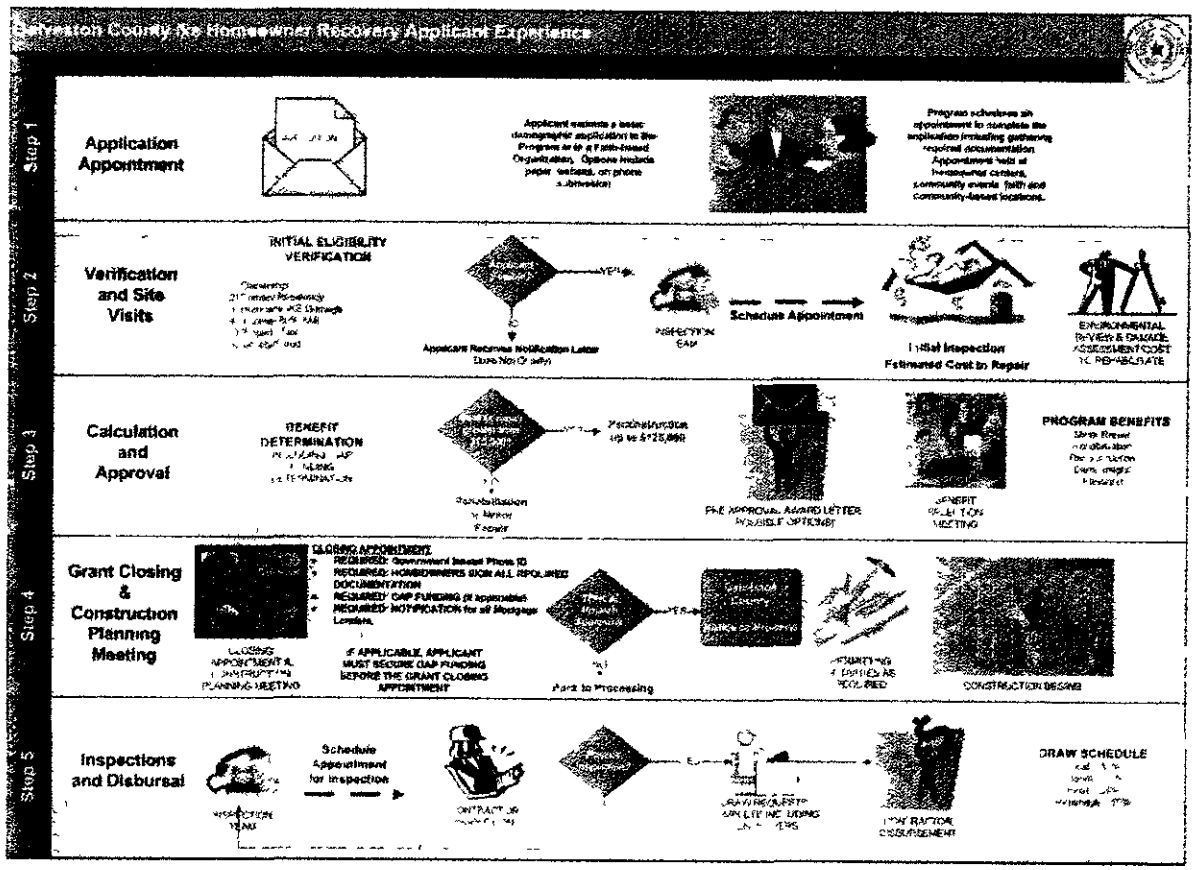


Exhibit 1.0 - The Galveston County Housing Assistance Program is designed to efficiently move applicants through the five project phases.

3 1 1 **STEP 1 - Application Processing** This step is designed to facilitate completing the Program application process and includes the applicant's ability to provide all required eligibility documentation The application process has two phases and is considered complete only after both phases are entirely finished

3 1 2 **The *Initial or Demographic application*** gathers basic information about the Applicant and Co—Applicant and provides a basic outline of the Program's eligibility criteria. (Married applicants are required to have spouses apply to the program as "Co-Applicant ") Once this application is complete, the applicant and co-applicant are contacted by the Program to schedule an appointment at the Service Center The initial application can be completed online, in paper form, or over the phone with a Program customer service representative

3 1 3 The ***Comprehensive application*** gathers basic information on all household members and is completed in person with a Program Intake Specialist in a Program Service Center This application requires eligibility specific documentation and must be signed and notarized The second phase of the application process is also used to determine the applicant's position in any first come/first served determination First come/first served means that applicants are considered for eligibility based on the point in time when the application and all required documentation have been received

3 1 4 GCHAP has elected to grant those applicants and co-applicants currently residing in a FEMA Temporary Housing Unit priority applicant status meaning that their application may be processed and eligibility determined in an accelerated manner

3 1 5 GCHAP will accept applications as follows

i In person at addresses to be announced in press releases and on GCHAP's website

ii Length of time, days, and hours that applications will be available, including but not limited to

- Downloadable application online 24 hours a day at www galvestoncountyhap com,
- During regular business hours at GCHAP's places of business in Bolivar Peninsula, Bacliff, and the Old(21st St) Galveston County Court House,
- At special events where sites and times listed on the website

iii Via regular mail at 722 Moody, 1st Floor, Galveston TX 77551

iv Special arrangements. Arrangements can be made for persons with special needs, language interpretation needs, or for persons needing alternate times and locations by telephoning or emailing a request A toll free helpline will be available to answer questions related to the application and eligibility This toll free telephone number is 1-877-221-8215

v General Intake Policy GCHAP Intake Specialists encourage all Galveston County permanent residents whose residential property was damaged by Hurricane Ike to apply for the Program

As applicable to a particular (co)-applicant, the following documentation will be required.

i Government issued photo ID such as driver's license, passport, Military ID or permanent resident card for both the Applicant and Co-Applicant
ii Name, age and social security number of all household members age 18 and over who will live in the home
iii. Power of Attorney or Communication Designee information
iv Ownership Documents that have not been recorded in the public records
v Copy of current property tax bill If prior years property taxes are delinquent, provide evidence of an approved tax deferral or approved payment plan
vi Divorce Decree / Dissolution of Marriage
vii. Utility bill from the time of the storm in Applicant's or Co-Applicant's name if damaged property was not homesteaded in 2008
viii Death Certificate or news paper obituary of any owner of record now deceased
ix Disability determination letter from the Veteran's Administration, the Social Security Administration, or a letter from a medical professional verifying the applicant's disability
x FEMA registration number and amount received or denial letter
xi SBA loan number, amount approved and amount received or denial letter
xii Insurance (Homeowners, Flood, Wind) information including company name, agent s name, phone number, policy date, policy number, claim number, amount received for structure
xiii Paid receipts, cancelled checks or credit card statements in the Applicant or Co-Applicant's name to confirm that FEMA, SBA or insurance proceeds were used to make repairs to the damaged home. Along with name and contact information of entity that made such repairs
xiv Lien and mortgage information including name of lender, contact information, estimated payoff balance, account numbers or payment coupon/mortgage statement
xv Proof of income and assets for each member of the household 18 or older or received on behalf of minor children Including but not limited to

INCOME

- **EMPLOYMENT** - Wages, salaries, tips, part time income, seasonal income
  - 4 consecutive paystubs from employment
- **MILITARY** - Armed Forces income
- **BUSINESS** - Net income from an interest in a business or partnership

- Income Tax Returns (most current tax year, if most current taxes have not been filed, need a copy of the extension form and previous year's tax return)

- **ASSISTANCE** - Payments in lieu of earnings (e g unemployment and disability compensation, worker's compensation, and severance)
- **BENEFITS** - Temp Assistance for Needy Families (TANF) or Social Security Benefits
- **SUPPORT** – Alimony or child support
- **PENSION** - Pensions or annuities
- **GIFT** - Regular monetary or non-monetary gifts from friends or family
- **SERVICE** - Money earned from providing services
- **INTEREST** - Interest from bank accounts or investments

- FOOD STAMPS ARE NOT CONSIDERED INCOME

ASSETS

- **CASH** - Cash held in checking or savings accounts, safe deposit boxes or homes
  - 6 months consecutive bank statements for checking account (12 months if household member is self employed)
  - 1 month current bank statements for savings account
- **INVESTMENT** - Stocks, stake in business or partnership, bonds, treasury bills, CDS, mutual funds, money market accounts, and other investment accounts
- **RETIREMENT** - Individual retirement accounts, 401(k), Keogh accounts, pension funds and other similar retirement savings accounts
- **LIFE INSURANCE** - Cash value of life insurance policies available to the holder before death
- **PERSONAL** - Personal property that is held for investment purposes
- **REAL** - Equity in real property
- **MINERAL** - Mineral rights
- **NOTE** - Mortgage or deeds of trust held by the applicant and/or co-applicant
- **SOLD** - Assets disposed of for less than market value within the past two years

- If applicant or co-applicant is responsible for paying child support and showing delinquent with the Texas Attorney General's office, applicant /co-applicant must supply evidence that all child support owed by applicant/co-applicant is paid to date, or must provide evidence of an approved payment plan and compliance therewith

3 1 6 Application Criteria - In addition to the specific application criteria applying to the projects - as stated in these project's guidelines, the following generally applies

i Repairs that prevent further damage to selected homes will be completed first, when possible

ii Incomplete applications will be placed on a waiting list until all required documents for the application are provided to GCHAP and the application is verified and certified as program eligible

iii Applicants and co-applicants will be given a reasonable time frame to complete all application documents Deadlines for returning required documents will be clearly noted on application packages Documents received after the deadline date will not be considered Incomplete applications will not be kept on the waiting list

3 1 7 GCHAP may select applicants from existing Hurricane Ike waiting lists The next eligible applicant on the waiting list will be offered CDBG Disaster Recovery Fund assistance, if funds are available, after the applicant before them on the waiting list either served, declines assistance, or is deemed ineligible

i GCHAP shall notify all applicants and co-applicants in writing of their eligibility status

ii GCHAP shall notify the applicant and co-applicants in writing if the requested emergency repair, rehabilitation, or reconstruction is deemed ineligible or not feasible

iii GCHAP shall be the sole arbiter of the (co)applicant's eligibility and the feasibility of any activity provided under the program.

3 2 **STEP 2 – Verification and Site Visits.** During this step the Eligibility related information and documentation provided by the applicant is verified by the Program

3 2 1 Program eligibility criteria include the following

i The home was damaged by Hurricane Ike and the (co)applicant has not been able to fully repair, or rebuild since the storm Verification of Hurricane Ike damage must be in the form of one of the following

- FEMA Claim letter for Housing Repair
- SBA Loan for Structure for Ike recovery
- Insurance Claim paid for structure (Coverage Type A)
- Online damage property database from Galveston County Engineering for non-municipal property in the flood zone areas
- Photo evidence from GCAD Pictometry system or Google Earth accompanied by a neighbor affidavit or news article
- Other equivalent documentation as determined by the Director of the Galveston County Housing Department

ii Applicant and/or co-applicant occupied the damaged home as their principal residence on September 13, 2008

iii Applicant and/or co-applicant had an ownership interest in the home/property on September 13, 2008 and currently owns the damaged home/ property

iv The property must be located within GCHAP's region (Galveston County except within the City of Galveston's city limits)

v Applicant/co-applicant's property must be a stick built home (up to a 4-plex), Modular Home, Mobile Home Unit, Recreational Vehicle (RV), Motor Home, 5th Wheel trailer, qualified vessel If the damaged property is a RV, Motor Home or 5th Wheel trailer or a qualified vessel the following criteria must also be met

- Structure must have been connected to utilities as of September 13, 2008 and utilities in the name of the Applicant or Co-Applicant
- Structure is generally fixed in a permanent location If structure found to be mobile, the inspector will flag the file for further investigation
- Structure was not used for recreational purposes
- The Applicant and/or co-applicant must have owned the land upon which the damaged structure was located on September 13, 2008 If the structure was a qualified vessel, then the applicant and/or co-applicant must have owned vacant land in Galveston County as of September 13, 2008

vi Applicant and co-applicant's household gross income must be less than 80% of the Area Median Income (AMI) for Galveston County

vii Applicant and/or co-applicant has no past due property tax balances on the damaged home or they have a current deferral or payment plan

viii Applicant and/or co-applicant must be current on any Homeowner Association Dues

ix Applicant and/or co-applicant has no past due child support balances or is current on a payment plan

x Applicant and /or co-applicant must not be in an active Foreclosure

xi Applicant must have current government issued proof of identity

If the applicant of the damaged structure died after Hurricane Ike (September 13th 2008), the applicant's heir may be eligible if such heir resided in the damaged structure on September 13th, 2008 as their primary residence and is an heir under the will of the deceased or is named in an Heirship Affidavit

3 2 2 Once the Eligibility Criteria have been met and the applicant and co-applicant are determined eligible, the Construction Inspection Team will inspect the home to determine the Estimated Cost to Repair (ECR)

3 3 The Construction Inspection team will estimate the funds necessary for the rehabilitation of the residence to meet applicable local, state, and/or federal building codes[1], mitigation efforts[2] to reduce the impact of future storms on the home, and/or to repair the storm damage to the home Eligible construction activities will be detailed in the ECR

3 4 **STEP 3 – Calculation and Benefit Determination** Once the ECR is determined the Benefit Determination Team will determine the program benefit for which the applicant is eligible based on the following schedule.

3 4 1 The estimated cost to repair will dictate whether the assistance needed will constitute a Minor Repair, Rehabilitation, or Reconstruction based on the following ECR levels

i Between $5,000 and $25,000 – Minor Repair

ii Between $25 000 and $ $70,000 – Rehabilitation (NTE $85,000 in total program cost)

- If the Estimated Cost to rehabilitate a home is 200% or more of the 2008 Galveston County appraised value of a home valued less than or equal to $35,000, the project will automatically be changed to a Reconstruction project, even if the home has been deemed "repairable" The requisite Environmental Review approval for a Reconstruction will still be required.
- There will be no elevation allowed on any home considered for Rehabilitation.
- Any home's initial inspection that resulted in Form 11 01a being applicable will automatically be changed to a Reconstruction project

iii More than $ $70,000 Goes to Reconstruction

iv The final decision on whether a home is Rehabilitated or Reconstructed must be approved via the program policies and guidelines. The State must also approve the setup and verify the documentation before any action is taken by the County The applicant will be made aware of and counseled on this requirement The applicant will also be required to initial the statement "PENDING STATE APPROVAL" on the_Benefit Selection and/or signing event documents

3 4 2 Except for minor repair, all construction items in the scope of work will be in compliance with building codes Additionally, the entire structure will be brought up to compliance of Housing Quality Standards Reconstruction projects will include concrete pads under homes

[1] See Building Code Policy Portfolio for detailed policy information BC 1 0
[2] See Mitigation Policy Portfolio for detailed policy information BD 4 0

elevated seven feet or more, and concrete parking pads with driveways when project plans and cost caps allow

3 4 3 Any housing unit built before 1978 must be inspected for hazards associated with the presence of lead-based paint or may be presumed to have lead-based paint hazards if the home will be repaired or rehabilitated Proof of notifications, work completed and clearance examination will be available for GCHAP's file

3 4 4 Housing units located in an area where Federal Assistance is not permitted by the Coastal Barriers Resource (CBR) Act or within runway clear zones of either a civil or military airport are not eligible properties. The current Flood Insurance Rate Map will be used to determine if the damaged property is in a CBR System unit

3 4 5 Additional program benefits include demolition without reconstruction with a cap of $10,000 and elevation of homes with a benefit cap of $50,000

3 4 6 As a component of the Grant Determination, the Program shall determine if any duplication of benefits (DOBs) exists as defined by the Stafford Act Duplication exists if funds were received from any of the following sources and not used for a recognized "Allowable Activity"

i Private insurance payments related to the structure as opposed to contents
ii Payments from FEMA
iii Loan amounts received from SBA
iv Funds received for mitigation activities such as Increased Cost of Compliance
v Any other source resulting in a monetary payout to address damage to the structure

3 4 7 Recognized allowable activities that can be used to offset what would otherwise be a duplication of benefits may include the following:

- Structure repairs (i e roof, foundation, electrical, plumbing, and windows)
- Tree/shrub removal if the tree/shrub blocked access to the home
- Cost of interim housing (rent, hotel payments, purchase of an RV, motor home or travel trailer)
- Labor, material, and equipment rental to repair the damaged residence (includes carpeting, cabinetry, appliances flooring, fixtures, doors, walls, and ceilings)
- Demolition costs related to the damaged home

- Repair or replacement of wells, sewer system including septic tanks, electricity air conditioning and heating systems, plumbing, and water heaters
- Grading or leveling of property
- Rental of Disposal and Removal Equipment (i e. backhoes and dumpsters) used to gain access to the home
- Other costs or expenses associated with repairing, stabilizing, or reconstructing the property Tools, Tarps, Building Supplies, Siding, and Paint

3 4 8 Once the applicant has been determined eligible, and any gap associated with duplicated funds calculated, the homeowner and their assigned contractor will meet for a Benefit Selection meeting. At this meeting, specific home selections to include elevation, colors, site placement, etc. are discussed with the homeowner Homeowner funded upgrades will be also be presented as an option at this time

3.4 9 Based on Applicant selections during the Benefit Selection meeting, the Grant Calculation will be completed by determining the ECR together with the associated program benefit reduced by any gap related to DOB.

3 5 **STEP 4 – Contract Signing** During the Contract Signing, the homeowner, homebuilder, and Galveston County will sign a series of documents including

3 5.1 Construction Contract Documents

3 5 2 Deferred Forgivable Promissory Note (Note) to include program covenants on the property Program covenants include the following·

i The applicant will remain the owner & occupant of the home rehabilitated or constructed by the program for no less than three years upon completion of the project.

3.5.3 The homeowner will maintain hazard insurance in perpetuity (and flood insurance if the home is located in a floodplain) and will include the County of Galveston as being additionally insured for the length of the term of the Note. The County will provide the first year's insurance premium on all new construction projects. For Rehabilitated homes, in the event that the homeowner does not have insurance in place, the County will provide the first year's insurance premium.

3 5 4 Upon final payment by Galveston County, contractors shall provide release of liens.

3 5 5 Due on Sale and Transfer of Property Disclosure

3 5 6 Certification of Principal Residence

3 5 7 If a duplication of benefits gap is identified and/or the homeowner selects any construction upgrades, the homeowner will be required to bring guaranteed funds in their entirety to the contract signing

3 6 **STEP 5 – Inspections and Disbursals.** Homes will be inspected by the Program's construction team as each home clears defined construction milestones The inspections will ensure that all applicable permitting and windstorm inspections have been completed as well as inspecting the home to ensure it meets Program requirements

3 6 1 Upon successful inspection, the homebuilder will provide all required disbursement documentation to include but not limited to

i Contractor Request for Payment
ii Lien Waiver Affidavits - Notarized
iii Bills Paid Affidavits - Notarized
iv Itemized Invoice from Homebuilder
v Progress Inspection Reports
vi Pictures of Home Supporting Progress
vii. Contract and Subcontract Activity Reports

3 6 2 The inspections and associated disbursement schedule will be as follows

Reconstruction

i Foundation - No disbursement
ii Interim - 33%
iii Second Interim – 33%
iv Final - 24%
v Retainage – 10%

Rehabilitation

i Initial – 20%
ii Final – 70%

iii Retainage 10%

Minor Repairs

i Final 90%

ii Retainage - 10%

4.0 PROGRAM MARKETING

The availability of the Program funds shall be publicized in accordance with Fair Housing Standards and the information made available via a comprehensive marketing program including press releases, public service announcements, and informational pamphlets

4 1 Press releases in the local newspapers, including but not limited to the following

i Galveston Co Daily News

ii Houston Chronicle

iii Austin American Statesman

iv Beaumont Enterprise

v Dallas Morning News

vi The Post

4 2 Public Service Announcements (PSAs), which are developed and distributed to local broadcast media, including but not limited to the following

i Radio to generate interviews and public service announcements.

- KPRC AM 950 (format. News/Talk)
- KRTS FM 92 1 (format· independent network, classical)
- KSBJ FM 89 3 (format contemporary Christian)
- KSEV AM 700
- KTRH AM 740
- KGBC AM 1540
- Austin, Dallas, Beaumont and San Antonio to be targeted utilizing network radio opportunities

ii Television to generate interviews and public service announcements

- KHOU TV CH 11
- KPRC TV CH 2
- KRIV TV CH 26
- KTMB CH 48 Telemundo
- KNWS TV CH 51
- KXPB – PAX TV CH 49
- KTRK TV CH 13

- CH 55
- KXLN TV CH 45

iii Informational pamphlets, public notices, and outreach targeting special needs groups distributed by public or non-profit organizations, including but not limited to the following

- Catholic Charities
- Lutheran Social Services Disaster Response - Ike RISF
- Boat People SOS
- ICNA Relief USA
- G R A C E. Community Services
- South East Texas Interfaith Organization
- Gulf Coast Centers
- Mainland Children's Partnership

iv Informational pamphlets, public notices, and outreach materials may include

- **Flyers** – Flyers will be posted in prominent places such as churches, schools and community centers, chambers of commerce, economic development corporations, mortgage companies, real estate companies, rotary clubs and other civic groups throughout the community These flyers will provide information about the program, contact information, and scheduled Community Days

- **Outbound Calls** - Outbound calling will be done from the project call center as detailed below

  - For applicants from Faith-Based Organizations (FBOs), a revised release and application can be mailed to potential participants The Program Call Center will attempt to contact each homeowner by phone to inform them of the details of the program

  - The participant may be called to schedule an appointment at a local Service Center or during a future Community Day.

  - Once determined eligible to participate in the program, participants will be called by individual inspectors to schedule an appointment for the initial inspection.

- **Inbound Calls** – Inbound calls will be taken at the call center from all project stakeholders

  - Program participants will be able to call the Call Center Monday - Friday to gather information on the status of their application and next steps

  - Program participants can call the Call Center to schedule an appointment at one of three project Service Centers

- **Community and Faith-Based Outreach (FBOs)**
  - Community and FBOs will be provided information, potential applicant lists and flyers about the program They will be asked to help inform members of their community about the program
  - The PM team will work with volunteers from Communities and FBOs to assist them in providing assistance to their individual constituencies to complete the application and gather the associated documentation

4 3 GCHAP is strongly committed to providing information in English, Spanish, and Vietnamese as appropriate An interpreter of Spanish or Vietnamese will be made available to assist in the application process as needed.

4 4 Affirmative Marketing Plan – In addition to marketing through widely available media outlets, GCHAP will take additional measures to affirmatively market the CDBG Disaster Recovery Fund program services, as follows:

4 4 1 GCHAP will contact and market to the following local organizations that provide unique access for persons who are considered members of a protected class under the Fair Housing Act

i NAACP
ii Advocacy, Inc.
iii Silver-haired legislature
iv League of United Latin American Citizens (LULAC),
v Vietnamese churches
vi Catholic Charities

4 4 2 GCHAP will advertise with the following media outlets which provide unique access for persons who are considered members of a protected class under the Fair Housing Act including *Ethnic newspapers and/or radio stations*

4 4 3 In addition, GCHAP will take the following measures to make the program accessible to persons who are considered members of a protected class under the Fair Housing Act *Hold informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA) provide sign language assistance when requested, and provide special assistance for those who are visually impaired when requested*

4 4 4 Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained by GCHAP and made available to the public upon request

4 4 5 Whenever possible, GCHAP will use the Fair Housing logo in advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights and obligations under Fair Housing regulations

5.0 CONTRACTOR PROCUREMENT AND ASSOCIATED CONSTRUCTION ACTIVITIES

Galveston County will solicit bids for "Work" needed to support the GCHAP following Galveston County standard procurement protocol

5 1 Work Scope – "The Work", consists of repair/rehabilitation or reconstruction/replacement of Site-Built/Modular Home/Mobile Home Units (MHUs) using builder-supplied house plans and specifications, performing demolition and total removal of all standing structural components and any building debris prior to initiating new reconstructions meeting all Federal, State, and local jurisdictional requirements Some houses/MHUs will require elevation to the Federal Emergency Management Agency (FEMA) Base Flood Elevation (BFE) or local jurisdictional requirements, and some will require related Uniform Federal Accessibility Standards (UFAS)-compatible components Texas State Law 2306 514 will be applied except in rehabilitation situations.

5 2 The "Work Area" includes unincorporated areas of Galveston County (excluding the City of Galveston) and includes Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City, Freddiesville, San Leon, Bacliff, Crystal Beach, Gilchrist, Bolivar, Bayshore, and Tiki Island Only those areas within these municipalities that also are within Galveston County are included in the Work Area.

5 3 Bidders may submit their bids to perform stick-built/modular homes reconstruction/replacement, MHUs reconstruction/replacement, rehabilitation/minor repairs, and/or demolition services GCHAP provides special consideration for Historically Underutilized Businesses (HUBs) and locally owned businesses with low-income workers (Section 3) desirous of participating in the RFP/RFQ process GCHAP has elected to significantly reduce bonding requirements in order to ensure HUBs and local businesses were able to participate in the process

5 4 Qualification Review - Submitted bids will be evaluated on the following criteria

i Experience

ii. Capacity to Perform

iii Cost

iv Financials

v Products

vi Quality

vii Other as noted in RFP/RFQ

5 5 Procurement Schedule - A sequence of events for the RFP/RFQ and initial bidding process is included below

i Advertise RFP/RFQ

ii Re-advertise RFP/RFQ

iii Mandatory Pre-Bid Conference

iv Questions Due from Bidders (in writing)

v Response to Questions by Galveston County

vi Bids Due from Bidders

vii Bidder Selection by Review Committee

viii Recommendation to Commissioner's Court

5 6 Performance and Payment Bonds – The County of Galveston may require payment and performance bonds in the amounts of 100% of the total amount of each contract ultimately awarded to the contractor as is required by Government Code, § 2253 021

5 7 Insurance – The proposer shall provide proof of current general liability policy of at least $1 million dollars per occurrence and $2 million dollars aggregate, with no exemptions exclusions for residential properties All insurances shall list Galveston County as additional-insured The proposer shall provide proof of coverage, or a statement that they maintain the coverage below, or that the following coverage will be obtained if selected for this Work All such insurance shall be issued by a company that is licensed to do business in the State in which the work is being performed and that has a rating equal to or exceeding A/VII from A M Best

- Automobile Liability - $1 million dollars
- Workers Compensation - Statutory

- Employers Liability - $500,000 each Accident, $500,000 Disease-each employee; $500,000 Disease – Policy Limit
- Builders Risk including Flood and Named Windstorm for the value of the contract Include a Broad Form Named Insured
- Excess Umbrella Liability Insurance in the amount of five million dollars ($5,000,000) per occurrence
- Professional Liability (applicable if any homebuilders are involved in the design, drawings, or professional services) to cover all acts, errors, or omissions by the Subcontractor in the amount of one million dollars ($1,000,000) per claim, with an annual aggregate of at least two million dollars ($2,000,000), inclusive of legal defense costs In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.

5 8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

By submission of its bid, Bidder certifies that it is not ineligible for participation in federal or state assistance program under Executive Order 12549, "Debarment and Suspension" Bidder further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract Bidder also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract Bidder agrees that it shall refund Galveston County for any payments made to it while ineligible

5 9 Construction Standards

The following standards will apply to all construction related activities associated with the Program

5 9 1 All repairs must be for needs that were not met by other sources and must address structures that were damaged as a result of Hurricane Ike

5 9 2 GCHAP shall conduct a Benefit Selection conference with the contractor and the applicant The terms of the proposed agreement will be explained along with the roles of GCHAP, the contractor, and the applicant Additionally, GCHAP will explain the inspection procedures, completion requirements, and payment procedures At the Benefit Selection conference,

GCHAP shall have the following documents properly executed by both the applicant and the contractor for rehabilitation and repair projects

i Notification of Lead-Based Paint form,

ii Benefit Selection form, and

iii Exterior and interior "before" pictures will be taken and placed in file

5 9 3 All sites must be cleaned before any construction activity can begin

5 9 4 The contractor is responsible for documenting and obtaining all necessary permits to be posted at each site in plain view, at the contractor's expense, and may be included as part of the bid The permits will be posted at each site in plain view A permit box in the front yard, or posted in the front window of the home is acceptable GCHAP shall present the construction contract to be executed by the applicant and the contractor

i Where applicable, separate permits may be required for work to be done on Mechanical/Electrical/Plumbing/Structural (MEPS) systems Any MEPS work that requires a permit must be performed under the supervision of a licensed tradesman and the work shall be inspected to ensure that work is in full compliance with applicable state and local building codes

ii Where applicable, building permits will be required for construction work and the building inspector for that area will inspect the job in accordance with the area's normal building inspection requirements.

5 9 5 The contractor shall begin work within fourteen (14) calendar days of receiving the issuance of the Notice to Proceed Prior to receiving a Notice to Proceed from GCHAP, Contractors who disturb the site may lose their funding with no recourse

5 9 6 The construction contractor will ensure that all rehabilitated portions of the properties comply with state and local building codes and that the entire structure complies with local health and safety codes and HUD's housing quality standards (HQS). All reconstructed and newly constructed housing units comply with the universal design feature in new construction, energy standards as verified by RESCHECK certification, International Residential Code (IRC) International Energy Conservation Code (IECC) and the Construction Requirements for Single Family Affordable Housing for new construction (Section 2306 514 Texas Government

Code), and all other federal, state, and local construction, health and safety code requirements upon project completion

5 9 7 GCHAP or designee will oversee the work of the construction contractor for each rehabilitation and reconstruction project

5 9 8 Each construction contract executed with a contractor shall contain a completion date and provide for Liquidated Damages if the contractor fails to meet such completion date

5 9 9 Contractor Warranties

Contractors will provide, a set of limited warranties and building and performance standards in accordance to State law which include

- a one-year workmanship and materials warranty,
- a two-year mechanical and delivery system warranty,
- a ten-year structural warrant

Contractors will also provide "Warranty Standards" defined within GCHAP means

(a) for any items for which standards are not published, the standards of construction established under the Housing Quality Standards that have been approved by the U S Department of Housing and Urban Development, and

(b) except where preempted by the above express standards, all applied warranties, including the warranty of habitability

In addition, the Warranty Standards for MODULAR HOMES include those contained in Chapter 1202 of the Texas Occupations Code and its implementing regulations at 16 Texas Administrative Code 70

In addition, the Warranty Standards for MANUFACTURED HOUSING UNITS include those set forth in the Texas Manufactured Housing Property Standards Act and the Federal Warranty Act of Manufactured Housing

6.0 FILES AND RECORDS

6 1 GCHAP shall maintain accurate files and records on each applicant All pertinent documentation must be maintained for five years after TDHCA notifies GCHAP that HUD has closed out the

Program Such files shall be open for public inspection in accordance with the Texas Public Information Act, and be available at GCHAP's offices

6 2 Project Close-Out GCHAP shall ensure that upon completion of each project, the following closeout forms are submitted to GCHAP/TDHCA

i HUD's Homeownership Assistance Project Completion Report,

ii other forms as may be required by GCHAP/TDHCA

6 3 Contract Close-Out GCHAP shall ensure that upon completion of the Contract that the Certificate of Completion and other close-out documents will be retained in applicant's file

7.0 GRIEVANCE PROCEDURE AND LIABILITY

GCHAP will maintain a documented grievance procedures policy and associated procedure

7 1 In order for a complaint to be processed it must be received in writing (includes fax and email) and must include

i The name of the complainant and contact information of the complainant

ii Complaints may be submitted in the following ways

By mail GCHAP 722 Moody(21st St) , 6th Floor, Galveston, Texas 77550

By fax 409-572-2107

7 2 Upon receipt of a written complaint, the following steps will occur

i A control number will be assigned to the complaint

ii A review and/or investigation of the complaint will occur.

iii A determination will be made as to which program the complaint refers.

iv The findings will be submitted to an individual designated by GCHAP

v A copy of GCHAP policies and procedures relating to investigation and resolution will be provided to the complainant and to each person who is subject of the complaint

vi The complainant will be notified of the resolution within fifteen (15) business days after the complaint was received

vii If the applicant is not satisfied with the response to GCHAP findings, they may make an appeal in writing directly to the TDHCA within seven (7) business days after the date of the appealed response, and ultimately to the TDHCA Governing Board

7 3 Citizens will be provided with the address, phone numbers, and times for submitting complaints or grievances

7 4 The Complaint Tracking System will categorize complaints, track the resolution process, and report on complaint status

7 5 Corrective action is implemented, where warranted

7 6 GCHAP Employees Not To Be Held Liable

7 6 1 No member, officer, agent, or employee of GCHAP shall be personally liable concerning any matters arising out of or in relation to, the commitment of CDBG Disaster Recovery Fund Program funds with regard to feasibility or viability of the proposed project.

7 6 2 Changes, Waivers And/or Conflicts

i The Galveston County Director of Housing shall have the right to change, modify, waive or revoke all or any part of these guidelines in writing by a majority vote taken at an open meeting held by the Housing Director and approved by TDHCA

ii No member of the governing body of GCHAP and no other official, employee, or agent of GCHAP who exercises policy or decision-making functions or responsibilities in connection with the planning and implementation of this Program shall be eligible for rehabilitation assistance, in accordance with 24 CFR Section 570 489(h), Conflict of Interest

8.0 ADDENDUM

Desired changes and/or additions to this program design may be allowed Please cite the section that is to be replaced along with the proposed and/or alternative language Only amendments submitted in this way will be considered for TDHCA approval

APPROVED:

Mark Henry, County Judge
Signature Authority

DEFINITION OF ACRONYMS

AMI.	Area Median Income
ADA	Americans with Disabilities Act
BFE.	Base Flood Elevation
CBR	Coastal Barrier Resource
CDBG	Community Development Block Grant
DOB	Duplication of Benefits
ECR	Estimated Cost to Repair
FBO:	Faith Based Organizations
FEMA	Federal Emergency Management Association
GCHAP	Galveston County Housing Assistance Program
HQS·	Housing Quality Standards
HUB:	Historically Underutilized Businesses
HUD	US Department of Housing and Urban Development
HVAC:	Heating Ventilation and Air Conditioning
IBC	International Business Code
IECC	International Energy Conservation Code
IRC.	International Resident Code
MEPS:	Mechanical/Electrical/Plumbing Structural
MOD	Method of Distribution
PM:	Project Manager
PSA	Public Service Announcement
RFP.	Request for Proposal
RFQ	Request for Qualifications
SBA	Small Business Association
TDHCA·	Texas Department of Housing and Community Affairs
UFAS:	Uniform Federal Accessibility Standards

TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS
Building Homes. Strengthening Communities.

COMMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM HURRICANES IKE AND DOLLY ROUND 2

HOUSING GUIDELINES

INTRODUCTION

A The Texas Department of Housing and Community Affairs (TDHCA or the Department) partnered with the Texas Department of Rural Affairs (TDRA) in the administration of a Community Development Block Grant (CDBG) Disaster Recovery Program (Program) funded by the U.S Department of Housing and Urban Development (HUD) under Public Law 110-329 TDHCA is the agency responsible for the administration of disaster funds allocated to housing activities. TDHCA contracts with Cities, Counties and Councils of Government to administer these funds at the local level and carry out eligible housing activities

B Housing Guidelines were developed to serve as the basis for Hurricanes Ike and Dolly Round 2 housing programs. The Housing Guidelines consist of General Guidelines, which were developed to provide direction for issues that affect all of the housing programs The General Guidelines are further divided into Part A, General Program Guidelines and Part B, Homeowner Opportunity Program (HOP). Activity-specific guidelines for Homeowner Assistance, Homebuyer Assistance and Rental Activities are included in the Housing Guidelines as Attachment A, Attachment B, and Attachment C, respectively Applicants who qualify to fully participate in the HOP and elect to participate or decline to participate in a buyout of their original, storm-damaged property will be subject to either the Homebuyer Assistance Guidelines or the Homeowner Assistance Guidelines, depending upon their choice These Round 2 Housing Guidelines do not replace or supersede the Guidelines developed by subrecipients under Round 1 funding, unless expressly amended to be included in those Guidelines

PART A – GENERAL PROGRAM GUIDELINES

I. PROGRAM OBJECTIVES

A Texas is still in the recovery process for both its communities and residents due to the impacts suffered by Hurricanes Ike and Dolly. The primary focus of this Program is to

provide relief for those people impacted by Hurricanes Ike or Dolly while addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act. Assistance will be provided under a variety of housing activities including acquisition, rehabilitation, reconstruction, new construction, demolition, elevation, hazard mitigation, and storm hardening of homeowner and rental housing units

a The primary objective of the Program is to provide decent, safe, and sanitary housing in the hurricane-impacted areas through the provision of activities designed to mitigate storm damage that occurred as a result of Hurricanes Ike and Dolly, as well as any future hurricanes.

b A second objective is to ensure that the housing needs of very low, low and moderate-income households are assisted with housing in no less than the proportion to the relative percentages of the overall populations which suffered housing damage within the communities being served.

c A third objective is to prioritize the provision of decent, safe and sanitary housing for elderly and disabled populations with an emphasis on housing choice and design to reduce maintenance and insurance costs as well as provide for the provision of independent living options.

II. DEFINITIONS

Rehabilitation – Repair or restoration of housing units in the hurricane-impacted areas to applicable construction codes and standards

Reconstruction – Demolition and re-building of a stick-built or modular housing unit on the same lot in substantially the same footprint and manner Activity also includes replacing an existing substandard manufactured housing unit (MHU) with a new or standard MHU or stick-built/modular housing unit. The number of units on the lot may not increase and the total square footage of the original, principal residence structure to be reconstructed may not be substantially exceeded, however, the number of rooms in a unit may be increased or decreased.

New Construction – A replacement home that substantially exceeds the original footprint on the existing lot (if permitted) or the construction of a new home in a new location.

Demolition – Clearance and proper disposal of dilapidated buildings and improvements

Homeowner Opportunity Program – A Disaster Recovery Housing Program through which income-qualified applicants who live in FEMA-designated "High Risk" areas or areas of high minority and/or poverty concentration (as approved by TDHCA) may elect to rehabilitate or reconstruct their existing home or relocate to a safer and higher opportunity area This program will involve relocation counseling and the provision of licensed real estate professionals to explain the options and choices available (See Part B)

Homeowner Assistance Activity – The utilization of CDBG DR funding to rehabilitate or reconstruct hurricane-damaged homes in order for the applicant to remain in the original home at the original home site The home to be assisted must have been owner-occupied at the time of the storm. This activity may be utilized by a HOP-eligible applicant who defers relocation and elects to repair and remain in the original home at the original home site

Homebuyer Assistance Activity – The utilization of CDBG Disaster Recovery funding for up to 100% of the required down payment, reasonable closing costs, principal write-down assistance, subsidization of interest rates, and private mortgage insurance to facilitate the purchase of a new or existing home The activity may be utilized in the relocation of a HOP participant or as assistance provided to a hurricane-impacted non-homeowner. Limitations on HOP funding are detailed in Part B, the cap on homebuyer assistance for hurricane impacted non-homeowners is limited to $40,000.

Acquisition – The utilization of CDBG funds to acquire real property Acquisition-only is typically not considered a complete activity in the Program and must be combined with another eligible use (i e. new construction).

Rental Activity – Acquisition, rehabilitation, or construction of affordable rental housing resulting in structures where at least 51% of units are occupied by LMI persons. Income and rent restrictions apply to the rental units to be built or assisted with CDBG funds.

Single Family Rental – Seven or less rental units under common ownership. Units may be on contiguous or scattered lots Davis Bacon wage requirements apply to construction on CDBG-funded rental housing with eight or more rental units in the same property (not necessarily the same building) which are commonly-owned and operated as one rental, cooperative or condominium project Scattered site rentals (rental properties not on an undivided lot or on contiguous lots or parcels) may exceed seven units without wage requirements.

Multifamily Rental – Eight or more rental units in the property Davis Bacon wage requirements apply to construction on CDBG-funded rental housing with eight or more rental units in a property

Program Design – The selection and development of programs and activities based on a Needs Assessment The Program Design must include the type of housing activities that will be offered by the subrecipient, as well as how the Program will be marketed, how Fair Housing Objectives will be achieved, and how funding will be prioritized as determined through the Needs Assessment

Low to Moderate Income (LMI) National Objective – Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size Income eligibility will be determined and verified in accordance with 24 CFR Part 5 requirements using procedures as stated in the Technical Guide for Determining Income and Allowances, 3rd Edition (HUD-1780-CPD) The most current income limits, published annually by HUD, shall be used by the subrecipient to verify the income eligibility of each household applying for assistance at the time assistance is provided The LMI economic

subcategories of very low, low and moderate for the CDBG Program correspond to the economic subcategories of extremely low, very low and low as identified in the Conciliation Agreement and are defined as follows

- Very low Household's annual income is up to 30% of the area median family income, as determined by HUD, adjusted for family size
- Low. Household's annual income is between 31% and 50% of the area median family income, as determined by HUD, adjusted for family size
- Moderate Household's annual income is between 51% and 80% of the area median family income, as determined by HUD, adjusted for family size

Slum and Blight National Objective – Activities which help to eliminate slums and blighted conditions. Use of this National Objective is limited due to its inability to contribute towards the overall requirement for 55% of Ike and Dolly Round 2 funding to benefit low to moderate-income beneficiaries It must be justified in the application for funding and the restrictions of its use will be expressly detailed in the contract between TDHCA and the subrecipient Slum and Blight activities must meet the criteria of one of the three following categories:

- Prevent or eliminate slums and blight on an area basis,
- Prevent or eliminate slum and blight on a spot basis, or
- Be in an urban renewal area

Urgent Need National Objective – An urgent need that exists because existing conditions pose serious & immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent (typically within 18 months), and the subrecipient cannot finance the activities on its own because other funding sources are not available. Use of this National Objective is not anticipated to be permitted with Ike and Dolly Round 2 funding.

Duplication of Benefits – The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG Disaster Recovery funding with respect to any part of a loss resulting from a major disaster as to which he has already received financial assistance under any other program or from insurance or any other source. The state will allow for the most permissive current interpretation provided by HUD in determining Duplication of Benefit

Individual Mitigation Measures (IMM) – Activities designed to mitigate and/or reduce risk beyond the pre-disaster condition of a housing unit when the activities are above and beyond federal, state, or local construction or code requirements The State anticipates accessing additional funds for disaster activities under the Disaster Recovery Enhancement Fund (DREF) that must be matched by funding provided for IMM In accordance with HUD's guidance, repair and rehabilitation of housing units, and the payment of flood insurance are not IMM activities Examples of IMM activities include elevation above the base flood elevation level, or the addition of storm shutters, hurricane proof windows, roof straps, etc. as long as those improvements are not required to comply with local code requirements and did not exist on the housing unit prior to the storm damage.

Subrecipient – Cities, Counties, Indian Tribes. local governmental agencies (including COGs), private non-profits (including faith-based organizations), or a for-profit entity authorized under 24 CFR 570 201(o) The definition of subrecipient does not include procured contractors providing supplies, equipment, construction, or services, and may be further restricted by Program Rules or other guidance including applications

Family – A household composed of two or more related persons. The term family also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

Household – A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two (2) or more families living together, or any other group of related or unrelated persons who share living arrangements For housing activities, the test of meeting the low to moderate income objective is based on the LMI of households

Manufactured Housing Unit (MHU) – A structure, transportable in one or more sections which, in the traveling mode is eight body-feet or more in width. or forty body-feet or more in length, or when erected on site, is at least 320 square feet, and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein

Modular Housing – A home built in sections in a factory to meet state, local, or regional building codes. Once assembled, the modular unit becomes permanently fixed to one site.

FEMA-Designated High Risk Area Areas designated by FEMA as vulnerable to significant wind and/or storm surge damage and areas located in 100-year flood zones. These areas will be identified during the environmental review process for each participating jurisdiction.

Area of High Minority Concentration – A census block group that consists of 65% or more of minorities Minorities include all racial and ethnic population groups other than "White, non-Hispanic (Anglo)

Area of High Poverty Concentration – A census block group that consists of 35% or more of the residents living in poverty A household that meets the US Census Bureau's poverty threshold is considered to be at or below poverty level for the Disaster Recovery Program.

III. EVALUATION OF DATA

A In order to develop the Program Design for all activities offered through Ike and Dolly Round 2 funding, each subrecipient must use qualified data (HUD/FEMA data used to allocate the disaster funding, current FEMA data, data used to support the litigation involving FEMA undercounts in the Lower Rio Grande Valley, or other data as approved

B Qualified data will be used to document the impact of the relevant storm on the economic LMI subcategories and to assist the subrecipient in developing the plan for targeting the use of those funds, in the appropriate levels, to the appropriate economic categories

C The method of data evaluation utilized by the subrecipient (i e , class distribution categories by income, raw number of homes impacted versus the aggregated dollar amounts impacting communities, etc) must be made available to the public for fifteen days on a publicly accessible website. Notice of the posting of the method of review must be provided to TDHCA not later than the day the method is posted on a website

D. If any public comment is made, the subrecipient must address the comment in a public response

E Once the method of interpretation of the data has been vetted publicly and adopted by the subrecipient, the subrecipient should program the use of the funds The data evaluated should provide targeted classes that will be used to develop the program and its marketing components.

F. Persons with accessibility or other special needs adaptations should also be analyzed as part of the process

IV. USE OF PRIOR APPLICATIONS

A. Prior applications may be considered if they are within the designated targeted areas This program is not intended to be a first-come-first-served program and therefore persons who have already applied Under Round 1 do not have a prior claim to be included in the program.

B Prior applications will need to be reviewed to ascertain whether they qualify under the new program guidelines As this program is not a continuation of Round 1 programs, applicants must be re-qualified

V. TARGETING COMMUNITIES

A. Once the most impacted areas/income brackets have been developed, the subrecipient should, at a minimum, set aside an equal amount of the funds to provide an equitable relationship between determined damages to the socio-economic LMI subcategories and the funds received Subrecipients may provide an additional amount of funds to the lowest income levels if desired

B. Once targeted areas are identified, the subrecipient shall use either conduct an analysis of impediments to fair housing or rely on the Phase 1 Analysis of Impediments (AI) determine what impediments to fair housing choice exist in those areas.

C Based on the percentages of unmet need remaining for the LMI income subcategory populations as identified by the needs assessment and the specific impediments identified by the Phase 1 AI, recommended actions to overcome the impediments should be developed into a program plan.

D As called for in Part A of the General Program Guidelines, an affirmative marketing plan to conduct outreach to the impacted communities is required in order to apply for the disaster recovery program. The outreach program developed should be approved in advance by TDHCA or, in the alternative, posted for 15 days for comment on a publicly accessible website with notice to TDHCA that the plan has been made public. Public comments made should be addressed prior to utilization of the plan.

VI. PROGRAM REQUIREMENTS

A All housing activities must meet one of the three National Objectives required under the authorizing statute of the CDBG program

- Benefit Low to Moderate Income (LMI) persons,
- Aid in the prevention or elimination of slums or blight (Slum and Blight); and
- Meet a need having a particular urgency (Urgent Need) (The use of Urgent Need is not anticipated to be permitted with Ike and Dolly Round 2 funding)

B. Subrecipient must conduct a Needs Assessment to determine the types of programs it will offer and the Needs Assessment will become the basis for Program Design The Needs Assessment will determine the activities to be offered, the demographics to receive concentrated attention and the target areas to be served The subrecipient must demonstrate how the programs and activities selected for those areas will overcome the identified impediments to fair housing.

C Subrecipient's obligations are as follows:

a Prior to the completion of the Phase 1 Analysis of Impediments (disaster-area AI), subrecipients must conduct a local review of impediments sufficient to support the required demonstration that any project submitted for priority funding affirmatively furthers fair housing

b. Once the Phase 1 disaster area AI is complete, subrecipients must conduct whatever level of review and evaluation is necessary to apply the findings of the disaster area AI to their jurisdiction and design programs that affirmatively further fair housing in compliance with that AI and analysis Local jurisdictions do not need to conduct a local Analysis of Impediments in addition to the disaster area AI

c. Subrecipients may incorporate existing Analysis of Impediments documents into any evaluation of how to used CDBG-DR funds to overcome impediments to fair housing, but cannot substitute a local AI for the disaster area AI and should be cautious about using existing documents as many are not in compliance with HUD's current Fair Housing guidance

d TDHCA's proposed subrecipient performance standards will require that within a period of no more than eighteen months from the date of commencement of the Program, which is the start (effective) date of the contract between TDHCA and the subrecipient. Each subrecipient will have identified sufficient eligible beneficiaries such that the subrecipient will be able to provide reasonable assurance that the subrecipient will be able to expend all applicable funds within TDHCA-established benchmarks

e The Needs Assessment and analysis of HUD/FEMA demographic disaster victim data will dictate the proportions of funding that must be set aside to benefit each LMI economic group Original FEMA data is not sufficient alone and must be adjusted with other eligible sources of data. Factors for this adjustment should be supplemented by local studies and litigation where available as well as HUD allocation formulas which add a "challenge to recover" factor to FEMA and SBA data. TDHCA will assist the subrecipient with the analysis and provide applicable raw data

f Applicants applying for disaster assistance are processed by the subrecipient and must meet certain eligibility standards to qualify for assistance Eligibility standards are further discussed in the activity-specific housing guidelines

g All sites must undergo a complete environmental review prior to any commitment of funds. An environmental review consists of a statutory checklist of required review items Properties with environmental conditions will not be permitted to proceed under housing activities unless the condition is corrected No work can start on a site until the environmental assessment is complete

h For assistance activities, it must be demonstrated that the damage or destruction to structures was a direct result of Hurricanes Ike or Dolly Hurricane damage can be documented as follows

i FEMA, SBA or Insurance award letters

ii In the event that the above-referenced documentation is not available, an inspection report (complete with photos of the damage and a written assessment of the damage) from a damage assessment conducted by a qualified inspector supplied by the subrecipient that certifies that the damage occurred as a result of the hurricane will be acceptable.

iii In the event that FEMA, SBA or Insurance award letters are not available and an inspection report is inconclusive as to the cause of the damage, the subrecipient may provide alternative evidence, such as neighborhood-level media reports or documentation of damage by disaster response/relief organizations on a case-by-case basis to TDHCA for review and approval.

iv If an applicant was denied assistance by FEMA, assistance through the CDBG Disaster Recovery Program may still be available. Subrecipients are prohibited from refusing housing assistance to applicants solely on the basis that the applicants were denied assistance by FEMA.

VII. SIZE OF UNIT – HUD guidelines provide occupancy policies that allow for two persons per bedroom as reasonable Exceptions to this standard are based on the following factors

A. No more than two persons are required to occupy a bedroom

B. Persons of different generations (i.e. grandparents, parents, children), persons of the opposite sex (other than spouses/couples), and unrelated adults are not required to share a bedroom.

   a. An adult is a person 18 years old or older

C Couples living as spouses (whether or not legally married) must share the same bedroom for issuance size purposes

D A live-in aide who is not a member of the family is not required to share a bedroom with another member of the household. Note· The need for a full time live-in aide must be documented A waiver may be approved as outlined in the section on Issuance Size Exceptions.

E Individual medical problems (e g. chronic illness) sometimes require separate bedrooms for household members who would otherwise be required to share a bedroom Documentation supporting the larger sized unit and related subsidy must be provided and verified as valid A waiver may be approved as outlined in the section on Issuance Size Exceptions.

F In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military If individual circumstances warrant special consideration, a waiver may be approved as outlined in the section on Issuance Size Exceptions.

G When determining family issuance size, include all children expected to reside in the unit in the next year as members of the household Examples include, but are not limited to, the following

a. Pregnant women: Children expected to be born to pregnant women are included as members of the household.

b Adoption Children who are in the process of being adopted are included as members of the household.

c. Foster Children: Foster children residing in the unit along with families who are certified for foster care and are awaiting placement of children are included as members of the household. If children are anticipated to occupy the unit within a reasonable period of time, they must be considered when determining the issuance size.

d Joint/Shared Custody Arrangements: In most instances children in joint/shared custody arrangements should occupy the unit at least 50% of the time. However if individual circumstances merit special consideration, a waiver may be approved as outlined in the section on Issuance Size Exceptions. The custody arrangement may be verified by the divorce decree/legal documents or by self certification

e Custody of Children in Process· Children whose custody is in the process of being obtained by an adult household member may be included as members of the household Evidence that there is a reasonable likelihood that the child will be awarded to the adult (i e. within three months) must be provided in order for such child to be included.

f Children Temporarily Absent from Household:

i Children temporarily absent from the home due to placement in foster care may be included as members of the household Evidence that there is a reasonable likelihood that the child will return to the household (i e within three months) must be provided in order for such child to be included

ii Children who are away at school, but live with the family during school recesses are included as members of the household

H Preferred Unit Sizes

a 1 Bedroom – No CDBG DR built home will be only 1 Bedroom.

b 2 Bedrooms

i Adult/couple

ii Adult/couple plus 1 child

iii Adult/couple plus 2 children of same sex

c 3 Bedrooms

i. Adult/couple plus 2 children of opposite sex

ii Adult/couple plus 3 children

iii Adult/couple plus 4 children (2 boys and 2 girls)

iv Adult/couple with medical needs plus 1 child

v Adult/couple with medical needs plus 2 children of same sex

d. 4 Bedrooms

i Adult/couple plus 4 or 5 children (3 of same sex)

ii Adult/couple with medical needs plus 2 children of opposite sex

iii Adult/couple with medical needs plus 3 children

e Issuance Size Exceptions

i Waivers of Issuance size may be granted based on the following

1. Chronic Illness – An individual with an ongoing health problem who requires at least part-time assistance on a regular basis

2 Pending Child Custody cases – Includes, but is not limited to, children in foster care who may be returning home, foster children, pending adoptions, etc

3 Parental Custody Situations – children physically occupy the unit less than 50% of the time as documented by a divorce decree and/or self certification

4 Waivers for other individual circumstances may be granted with pre-approval by TDHCA.

ii The family must request a waiver in writing and explain the need and justification

iii. Waivers must be approved by the subrecipient

VIII. HOUSING ASSISTANCE CAPS

	Non-HOP Homebuyer Assistance	HOP Homebuyer Assistance	Homeowner Assistance	
			Reconstruction/ New Construction	Rehabilitation
Base Unit		Bid	Bid	$65,000
Vacant Land		$35,000		
Non-Coastal Elevation			$35,000	$35,000
Coastal Elevation			$60,000	$60,000
Water Well			$30,000	$30,000
Septic System			$25,000	$25,000
Accessibility		$20,000	$20,000	$20,000
Abatement		$20,000	$20,000	$20,000
Services		Actual or $15,000	Actual or $15,000	Actual or $15,000
Totals	$40,000			

A Housing Assistance Caps are discussed further in the Homeowner and Homebuyer Guidelines.

IX. AFFIRMATIVE MARKETING PLAN - Local jurisdictions administering the CDBG Disaster Recovery Program are committed to affirmatively furthering fair housing through established affirmative marketing policies. Affirmative marketing efforts for the disaster funding will include the following

A An Affirmative Marketing Plan, based on the U S Department of Housing and Urban Development (HUD) regulations, will be submitted to TDHCA for approval. The plan must outline the policies and procedures for housing activities Procedures are established to affirmatively market units financed through the Program. The procedures cover dissemination of information, technical assistance to applicants, project management, reporting requirements, and project review

B The goal is to ensure that, eligible persons from all racial, ethnic, national origin, religious, familial status, the disabled, "special needs," gender groups, and for each project or program, the populations least likely to apply, are:

- Fully informed of vacant units available for sale and / or rent
- Encouraged to apply for purchase, rehabilitation, and / or rent
- Given the opportunity to buy and / or rent the unit of their choice
- Given the opportunity to rehabilitate their primary residence, which sustained damages due to Hurricanes Ike or Dolly and / or its after-effects

C Program participants will be informed about available opportunities and supporting requirements via counselors, printed and electronic materials, publications, direct contact, workshops/seminars, and through the placement of flyers/posters in public facilities.

Particular emphasis should be focused on successful outreach to LMI areas and those communities with minority concentrations that were affected by the disaster

D In addition to marketing through widely available media outlets, efforts will be taken to affirmatively market the CDBG Disaster Recovery Program as follows.

- Advertise with the local media outlets, including newspapers and broadcast media, which provide unique access for persons who are considered members of a protected class under the Fair Housing Act
- Include flyers in utility and tax bills advertising the Program.
- Reach out to public or non-profit organizations and hold/attend community meetings.
- Other forms of outreach tailored to reaching the eligible population, including door to door outreach if necessary

E Applications and forms will be offered in English and other languages prevailing in the region. In addition every effort will be made to assist such applicants in the application process

F In addition, measures will be taken to make the Program accessible to persons who are considered members of a protected class under the Fair Housing Act by holding informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), providing sign language assistance when requested, and providing special assistance for those who are visually impaired when requested.

G Applications and forms will be offered in English and other languages prevailing in the region In addition every effort will be made to assist such applicants in the application process

H Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained and made available to the public upon request

I The subrecipient will be required to use the Fair Housing logo in Program advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights under Fair Housing regulations law.

J. Multifamily rental programs must develop an Affirmative Marketing Plan for each development receiving CDBG Disaster Recovery funding The plan, pursuant to federal regulations, will outline strategies to inform the public about the housing opportunities, requirements/practices that the owner must adhere to in executing the Affirmative Marketing Plan, procedures that will be followed in soliciting applications, and a description of records that will be maintained and made available for review Notice to Public Housing Authorities in the region in order to inform households on DHAP that permanent housing is available should be part of the Plan

K Evaluation of outreach activities and applications received will be necessary to determine if outreach is successful and applications that are being received accurately reflect the

socioeconomic and other forms of demographic diversity identified in the Needs Assessment. Evaluation should be an ongoing process and begin no later than one month after the program begins accepting applications TDHCA should review these reports before the subrecipient begins qualifying applicants, and periodically thereafter

L The availability of the Program funds shall be advertised at a minimum through the following venues·

a Local newspapers, including but not limited to the following.

1 A
2 B
3 C

b Local broadcast media, including but not limited to the following

1 A
2. B
3. C

c Public or non-profit organizations, community meetings, including but not limited to the following

1 A
2 B
3 C

d Other public groups including but not limited to

1 A
2. B
3 C

e Other outreach may include use of flyer in utility bills, church bulletins, and door to door outreach

f Evaluation of outreach activities and single family applications received will be necessary to determine if single family applications are received from a diverse population and ranges of income to ensure low/moderate income households are assisted in a proportion to the percentage of overall populations

M Applications and forms will be offered in English and other languages prevailing in the region. In addition every effort will be made to assist such applicants in the application process

X. REPORTING REQUIREMENTS

A Compliance will be maintained in accordance with the reporting requirements under TDHCA's CDBG Disaster Recovery Program. This includes all information and reports as required under the TDHCA contract with the subrecipient and demographic data and other information on applicants and awardees processed by the subrecipient as required by the Conciliation Agreement.

a TDHCA will establish procedures for subrecipients to periodically report on goals and compliance with Section 3 as required by 24 CFR Part 135 and the contract between TDHCA and the subrecipient.

b TDHCA will establish procedures for subrecipients to collect and report data relevant to Affirmatively Furthering Fair Housing and Civil Rights compliance as required by the Conciliation Agreement The reporting requirements will include, but not be limited to the following:

i. For each program activity requiring a direct application by an individual or non-institutional entity:

1. Applicant household's income

2. Household's income as a percentage of area median family income as defined by HUD

3 The race and ethnicity of the head of household

4 The household's familial status

5 The presence or non-presence of a household member with a disability

ii. For each activity providing housing or housing assistance that is not directly linked to a specific beneficiary

1 The cost of the housing unit to the applicant and to the occupant

2. The maximum qualifying household income as a percentage of area median family income as defined by HUD

3 Restrictions regarding the age or familial status of occupants

4 The presence or absence of designs or services that make the housing unit accessible to an individual with a disability and the number of fully accessible units.

XI. RECORDS RETENTION

A All official records on programs and individual activities are maintained for a 5 (five) year period beyond the end of the affordability period for each housing activity.

XII. PROCUREMENT REQUIREMENTS

A Procurement is the acquisition of goods and services to be used internally by the subrecipient to carry out the Program. The procurement process includes the decision to purchase as well as the process to complete the purchase. The federal government has established a set of procurement rules at 24 CFR Part 84 and 85 that apply to CDBG-funded projects. These rules are in place to ensure that federal dollars are spent fairly and encourage open competition for the best level of service and price. In addition, the State of Texas has enacted a set of regulations that also apply to CDBG contracts through the Uniform Grant Management Standards, the Texas Government Code and the Local Government Code. If a conflict between federal and state procurement regulations should occur, safe harbor is typically found in the more stringent regulation

B. Subrecipient is required to submit a plan for compliance with Section 3 (24 CFR Part 135) requirements for TDHCA approval prior to the start of construction on any contract activity.

XIII. SITE AND DEVELOPMENT RESTRICTIONS

A. Housing that is constructed or rehabilitated with CDBG funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion International Residential Code (IRC) (with windstorm provisions) and International Building Code (IBC) must be used as required where appropriate. All rehabilitation projects must comply with Housing Quality Standards (HQS) and all applicable local codes and ordinances. To avoid duplicative inspections when Federal Housing Administration (FHA) financing is involved in a CDBG-assisted property, the subrecipient may rely on a Minimum Property Standards (MPS) inspection performed by a qualified person Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

B All other CDBG-assisted housing (e g , acquisition) must meet all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR §982 401 All multifamily rehabilitation developments are subject to a Uniform Physical Conditions Standards inspection. All deficiencies identified in that inspection must be corrected before final retainage is released

C Housing developments must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U S C §794). Multifamily housing developments must meet the design and construction requirements at the Texas

Administrative Code, Title 10, Chapter 60, Subchapter (B) 10 TAC §§60.201-211) Covered multifamily dwellings, as defined at 24 CFR §100 201 as well as common use facilities in developments with covered dwellings must meet the design and construction requirements at 24 CFR §100 205, which implement the Fair Housing Act (42 U S C §§3601–3619) and the design and construction requirements of the Fair Housing Act Design Manual. Additionally, developments involving new construction (excluding construction of nonresidential buildings) where some units are two-stories and are normally exempt from Fair Housing accessibility requirements, a minimum of 20% of each Unit type (i e one bedroom, two bedroom, three bedroom) must provide an accessible entry level and all common-use facilities in compliance with the design and construction requirements of the Fair Housing Act Design Manual, and include a minimum of one bedroom and one bathroom or powder room at the entry level A compliance certification will be required after the development is completed from an inspector, architect, or accessibility specialist Any developments designed as single family structures must also satisfy the requirements of §2306 514 of the Texas Government Code.

D All Applications will be required to meet Section 8 Housing Quality Standards detailed under 24 CFR §982 401, Texas Minimum Construction Standards, as well as the Fair Housing Accessibility Standards and Section 504 of the Rehabilitation Act of 1973 Developments must also meet all local building codes or standards that may apply

XIV. CONFLICT OF INTEREST

A The conflict of interest regulations contained in the contract between the subrecipient and TDHCA prohibit local elected officials, subrecipient employees, and consultants who exercise functions with respect to CDBG Disaster Recovery activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter

B For purposes of this section, "family" is defined to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law), and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h)

C The Department is able to consider granting an exception to the conflict of interest provision should it be determined by TDHCA that the subrecipient has adequately and publicly addressed all of the concerns generated by the conflict of interest and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the program Do not enter into a conflict of interest until a request for an exception has been granted.

XV. COMPLAINT/APPEAL PROCESS

A. Citizen complaints will be handled as required under the following regulations:

a. 24 CFR 91 11(h) Citizen Participation Plan which states, "The citizen participation plan shall describe the State's appropriate and practicable procedures to handle complaints from citizens related to the consolidated plan, amendments and performance report At a minimum, the citizen participation plan shall require that the State must provide a timely, substantive written response to every written citizen complaint, within an established period of time (within 15 working days, where practicable, if the State is a CDBG recipient) "

b 24 CFR 570 486(a)(7) Local Government Requirements, which states, "Provide citizens the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days, where practicable "

c 10 TAC Sec.1.17(a) Alternative Dispute Resolution which states, "In accordance with §2306.082, Texas Government Code, it is TDHCA's policy to encourage the appropriate use of Alternative Dispute Resolution ("ADR") procedures to assist in the fair and expeditious resolution of internal and external disputes involving TDHCA and the use of negotiated rulemaking procedures for the adoption of Department rules, consistent with the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2008, respectively, Texas Government Code) TDHCA's ADR procedures must conform, to the extent possible, to model guidelines issued by the State Office of Administrative Hearings for the use of ADR by state agencies (§2306 082(b), Texas Government Code) "

B. Resolution of complaints must be handled sensitively and fairly Complete and thorough program documentation and contractual agreements, careful implementation of policies and procedures, and clear and respectful methods of communication will help prevent and resolve complaints Incorporation of escalation procedures into the complaint process will support resolution at the earliest stage possible

C Information about the right and how to file a complaint shall be printed on all program applications, guidelines and subreceipent web sites in all local languages, as appropriate and reasonable.

D Types of Complaints

a Policy There are two types of complaints; formal and informal.

i Informal Informal complaints may be verbal and can come from any party involved in the application process, including the homeowner or

building contractor. A written procedure for handling these complaints is not required.

ii Formal: Formal complaints are written complaints, including faxed and emailed statements. A written procedure for dealing with formal complaints is required.

b Required Documentation. Statement of policy only No required documentation

c. Verification Procedures Statement of policy only No verification procedures required.

E. Informal Complaints

a Policy

i Informal complaints may be verbal, and can come from any party involved in the process, including the homeowner or building contractor

ii A written procedure for handling these complaints is not required

b Required Documentation Statement of policy only No required documentation

c. Procedure:

i A person who calls the subrecipient to file an informal complaint will be advised on how to file a formal complaint if their complaint cannot be immediately resolved

ii The subrecipient procedures will include a complaint escalation process in order to ensure complaints are handled at the earliest stage in the process.

iii Parties interested in TDHCA's Programs are directed by program literature, the program and the website and information provided by subrecipient staff. Notwithstanding these directions, some individuals will choose to make inquiries directly to TDHCA

iv The following outlines suggested procedures in the event a question is posed directly to TDHCA.

d Action for subrecipient Staff:

i Obtain all pertinent applicant details including name, address, contact number and application ID

ii Capture the details of the question or complaint to include the names of program personnel previously contacted

iii Contact subrecipient Program Manager and provide details of the query Forward copies or originals of any documents or correspondence received. Please include how any questions were answered, what information was provided and what action you would like the subrecipient Program Manager to take, if any

F Formal Complaints

a Policy

i Formal complaints are written statements of grievance These complaints may come to the subrecipient Program Manager or TDHCA in the form of a fax, email or letter and are handled through a documented set of procedures that comply with federal regulations and TDHCA requirements The Complaint Tracking System will be used to store, track, and document resolution of the complaint

ii The formal complaint process tracks the process outlined by TDHCA for handling complaints

iii If the formal complaint is submitted to TDHCA, TDHCA at their discretion will submit the complaint to the subrecipient.

iv. The subrecipient will document, process, and file all complaints received from TDHCA following the policy and procedures outlined

v. Complaints with insufficient data or submitted by a third party with no standing in the application about which the complaint is being submitted need not be accepted

b. Required Documentation

i The Complaint Policy and Procedures documentation includes the following elements.

1 Definition of the kind of disputes or complaints that will be handled

2 Identification and description of the party responsible for handling the complaint and the disposition

3 Appeal process available to complainants, including how an appeal is initiated, to whom the appeal is made, time limits for filing an

appeal, and any details pertaining to the reviewer or person(s) who handle the appeal, and

4 How to file a formal complaint

c A file for each complaint will be maintained. The file will document each step of the complaint process and will include the following:

i. The name of the person who filed the complaint,

ii The date the complaint was received,

iii A description of the complaint,

iv The name of each person contacted in relation to the complaint,

v A summary of the results of the review or investigation of the complaint. and

vi An explanation of the reason the file was closed, if the file was closed

d Procedure:

i In order for a complaint to be processed it must be received in writing (includes fax and email) and must include

1 The name of the complainant, and

2 Contact information of the complainant

3 Complaints may be submitted in the following ways

4 By mail. (insert subrecipient mail info)

5 By fax: (insert subrecipient fax info)

6 Online (insert subrecipient online info)

ii Upon receipt of a written complaint, the PM or designee will perform the following steps

1 Assign a control number to the complaint;

2 Review and/or investigate the complaint;

3 Determine to which program the complaint refers,

4. Submit the findings to an individual designated by TDHCA.

5. Provide a copy of TDHCA's policies and procedures relating to investigation and resolution to the complainant and to each person who is subject of the complaint,

6 Notify the complainant of the resolution within fifteen (15) business days after the complaint was received.

iii The following outlines the procedure in the event a formal complaint is received:

1 Enter all pertinent information into the Complaint Tracking System Enter the information under the category "Complaint Tracking" This will generate a Ticket/Control number. There will be a separate file or ticket for each complaint The entry must contain the following information:

a The name of the person filing complaint

b. The date the complaint was received

c. A description of the complaint

2 Upload an electronic copy of the complaint into the Complaint Tracking System.

3 Notification will be sent via email to Operations Manager from the Complaint Tracking System The ticket status will be updated to "Assigned".

4. Determine if complaint is complete, relevant and has standing

5 The complaint will be reviewed in detail and investigated through to resolution. Findings will be forwarded to an individual designated by TDHCA.

6 Progress updates of the review/investigation will be entered into the Complaint Tracking System by specific ticket number

7 Notification will be sent to complainant within fifteen (15) business days after the complaint was received

8. Once resolution has been determined and notice has been sent to complainant, the status of the ticket will be updated to "Closed"

iv Citizens will be provided with the address, phone numbers, and times for submitting complaints or grievances

v The Complaint Tracking System will categorize complaints. track the resolution process. and report on complaint status

vi. Corrective action is implemented, where warranted

XVI. CHANGES, WAIVERS, AND/OR CONFLICTS

A The subrecipient has the right to change, modify, waive, or revoke all or any part of these guidelines, with the prior written approval of TDHCA.

B. Waivers to the requirements in these Guidelines can only be approved by TDHCA and must be in provided in writing. TDHCA will provide the option for a waiver, only after the posting of the waiver request on the Department website for a public comment period of at least ten (10) days The waiver request must demonstrate why the housing guidelines are not practicable for the subrecipient

C In the event that these Guidelines conflict with local, state, or federal law, the more stringent requirement will prevail, provided that the requirement does not violate local, state or federal law.

PART B – HOMEOWNER OPPORTUNITY PROGRAM

INTRODUCTION

A The Homeowner Opportunity Program (HOP) is a Disaster Recovery Housing Program that involves options up to and including the "buyout" of a home that has been "destroyed" by the hurricanes and the subsequent relocation of the homeowners to a location that is a safer and higher opportunity neighborhood. Destroyed, for the purposes of the HOP, means that the home cannot feasibly be rehabilitated under the rehabilitation cap to the point where the entire house meets, at least, Housing Quality Standards (HQS). Households for whom rehabilitation is sufficient will not qualify for relocation under the HOP Households whose home has been destroyed may elect to decline relocation and reconstruct the original, storm destroyed property to remain in place The options of the HOP include: reconstruction or replacement of the existing home, the purchase of a vacant lot on which to build a new home or locate a manufactured home, or the purchase of a home.

B Subrecipients must make counseling available to income-qualified applicants living in a FEMA-designated "High Risk" area or area of high minority and/or poverty

concentration (as approved by TDHCA) and extend the opportunity to participate in the HOP The mandated counseling will include information on the applicant's rights under the Fair Housing Act and the various disaster recovery housing program options, moreover, it will concentrate on providing the applicants the information and assistance necessary to facilitate their decision as to whether to rebuild in place or to relocate.

C Relocation counselors and licensed real estate professionals will explain the housing options and choices available to the applicants It is a voluntary path, for the applicant, that is not to be confused with a compensation-style, traditional buyout involving only the acquisition of the damaged property Relocation of applicants who qualify for the HOP must remain within the jurisdictional boundaries of the Council of Government (COG) to which the original storm-damaged residence pertains.

D Any subrecipient who intends to provide housing benefits must develop a program that provides opportunities consistent with this guidance prior to seeking applications. To accomplish this, Reconstruction, Rehabilitation, LMI Homebuyer Assistance, or Acquisition (combined with another eligible activity) must be offered at a minimum TDHCA will provide the subrecipient with technical assistance and guidance relating to the HOP process, counselor qualifications and reporting forms

I. COUNSELING MADE AVAILABLE

A As applications are being accepted and reviewed for determinations of eligibility to participate in the Program, each applicant should be counseled and the various disaster recovery housing program options evaluated with the applicant

B. Any LMI applicant should be allowed to receive counseling to provide guidance on the housing program options.

C. Applicants determined to be eligible for participation in the HOP will receive counseling and professional real estate services to provide guidance on their housing options unless expressly declined by the applicant Professional real estate services will include, but not be limited to such services as providing guidance about and the opportunity to visit properties and neighborhoods in higher opportunity areas and/or areas outside of high minority and poverty concentrations

D Each counselor shall receive training provided by TDHCA in the housing programs offered by the subrecipient, receive affirmatively furthering fair housing training, and meet mortgage counseling licensing requirements consistent with federal and state law

E Once a counselor is assigned to an application, the counselor should make contact with the applicant within 10 days. The counselor should remain with that applicant as the chief point of contact (case manager), throughout the life of the application process until

closing of the property If a counselor leaves or is reassigned, the applicant will be assigned a new counselor who shall make contact with the applicant within 10 days of being assigned the file

II. PROGRAMS MUST BE MADE AVAILABLE

A Counselors should have resource information available to them to provide educated advice and to assist in decision making by the clients. These materials should include, at a minimum, school district ratings for eligible communities in the subrecipient's jurisdiction, health service facilities and programs available in the community for those needing assistance, a mechanism for discussing transfer of programs currently being utilized by applicant, and average utility costs and taxes for eligible program communities

B. The subrecipient must develop the qualifications for each program that does not discriminate against a person or direct their activity choices by steering applicants to one choice or another due to inequitable benefits. As part of the Program Design. the subrecipient must review the program and determine what additional costs would be included in each program in order to make each choice relatively equal in terms of total overall cost.

a Relative equality does not mean that the total cost of a reconstructing a home plus all other expenses eligible for rebuilding in place a new water well, a new septic system, accessibility features (ramp, lift, etc), and/or housing elevation would necessarily be the total amount of funds available for a relocation scenario through the HOP Homebuyer Assistance activity The equal alternative is the cost of the house to which the beneficiary is relocated (CDBG DR assistance limited by the bids received for the standardized core home) plus accessibility features alone The comparison is on the home provided, not the funds expended.

C Relocations through either lot acquisition and construction or acquisition of a new/existing home will only be allowable only if the lot does not require home elevation expenses Beneficiaries may not be relocated to FEMA-designated "High Risk" areas or areas of high minority or poverty concentration as determined by TDHCA Participants should be relocated to safer and higher opportunity areas, nevertheless, there may be areas that require special attention for the purposes of relocation. Lots that need wells or septic work will be determined on a case by case basis However, accessibility enhancements will be eligible for all programs

D The program as designed must relocate persons in concentration of protected classes or poverty out of these conditions and not into other areas that have similar characteristics

III. USE OF EXTERNAL PROFESSIONALS

A The HOP Homebuyer Assistance program will include the cost of professional services. Examples include real estate agents to provide guidance, including the opportunity to

visit neighborhoods and properties, to advise applicants about lots or homes that are available in higher opportunity areas of the community with less concentrated areas of poverty and/or minority population. Professionals must receive training as mandated by the State in order to be certified eligible to participate in this program

B Professionals must be licensed by the state where appropriate The subrecipient can, using proper procurement practices, hire full time professionals or create a qualified list of candidates and randomly assign them to files The subrecipient should include estimated fees and associated costs in their program design.

C Liability issues may be addressed in the program design.

IV. DOCUMENTATION OF PROGRAM

A The program design should include required documentation throughout the program TDHCA will develop standardized documentation for the subrecipients to utilize to document that the program was offered and the decision by the applicant to participate or not was made with informed consent The applicant's signature documenting that they received counseling should be obtained

B Any professional services rendered should create a contract with the applicant making the applicant aware that they are representing the applicant and not the program.

C In the event that the applicant refuses to receive counseling and wants to rebuild in place only, an affidavit form should be filled out by the applicant and notarized.

V. ACQUISITION OF PROPERTY

A The subrecipient must take title to the original, storm-damaged property Title may be transferred to another unit of local government other than the subrecipient

B The acquisition cost for the original property destroyed by the storm will be the cost of a replacement house based on the standardized specifications for the appropriate household composition and size which will be bid locally.

C Taxes must be current on the property to be acquired. CDBG DR funds cannot be used to directly pay back taxes Applicants must be given the opportunity to pay back taxes

D. Outstanding liens or mortgages are the responsibility of the homeowner and must be satisfied prior to transfer of title

E Fee simple title must be obtained Should clear title not be available at the time of acquisition, the applicant will be allowed to participate in the TDHCA Title Clearance Program (pending available funding). Adequate funding to serve the applicant must be reserved until the title issues are resolved or one year from the date of the application have elapsed, whichever comes first

a Eligible applicants who are unable to resolve title issues within one year of the application date may still qualify for regular homebuyer assistance (up to $40,000). Assistance to rehabilitate or reconstruct the original home may also still be available

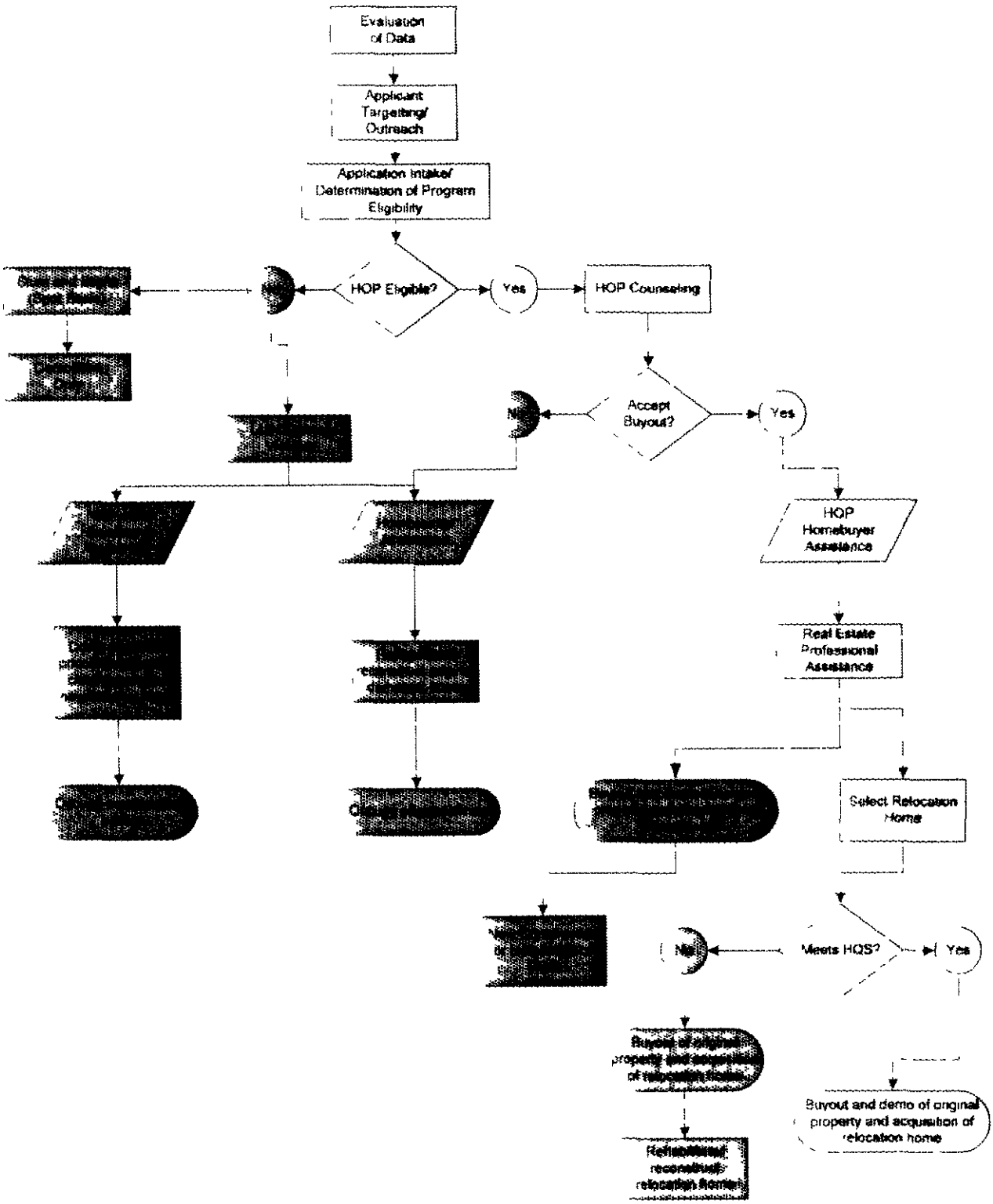
VI. DISPOSAL OF PROPERTY

A The program should determine how property acquired shall be used once acquired through the buyout program. The property must meet the requirements of the CDBG Program in particular and HUD guidance in general

B The existing property that is bought out will be demolished, demolition of the property may be performed with CDBG DR funds.

C. To the extent allowed by HUD and where the final use of the property will be known and consistent with CDBG regulations and for the purposes of the relocation of the applicant, transfer of title to a nonprofit will be allowed

APPENDIX A - IKE AND DOLLY ROUND 2 HOUSING GUIDELINES FLOWCHART



ATTACHMENT A

HURRICANES IKE AND DOLLY ROUND 2
SINGLE FAMILY HOMEOWNER PROGRAM GUIDELINES

INTRODUCTION

A The Texas Department of Housing and Community Affairs (TDHCA or the Department) is partnering with the Texas Department of Rural Affairs (TDRA) in the administration of funds under a Community Development Block Grant (CDBG) Disaster Recovery Program (Program) funded by the U S Department of Housing and Urban Development (HUD) under Public Law 110-329 TDHCA is the lead agency and responsible for disaster funds allocated to housing activities. Local entities including Cities. Counties and Councils of Local Government administer these funds on the local level for housing activities.

B Housing Guidelines have been developed to serve as the basis for housing programs related to Round 2 of the Program This document is expected to serve as direction for the Single Family Homeowner Program activities funded under Round 2 These Guidelines do not replace or supersede the Guidelines developed in use under Round 1 Additionally, these guidelines supplement the General Guidelines which provide direction for issues that affect all of the programs and cover all areas of administration not expressly covered in this document. Subrecipient must incorporate those elements into their Single Family Homeowner Program.

C Subrecipient has received Hurricanes Ike and Dolly Round 2 Disaster Recovery Community Development Block Grant (CDBG) funding for a Single Family Homeowner Program administered by the Texas Department of Housing and Community Affairs (TDHCA or the Department)

D Benefit to Low to Moderate Income (LMI) is the principal National Objective approved for the Disaster Recovery Single Family Homeowner Program under Round 2. The use of Slum and Blight is eligible and, if requested by the subrecipient, will be evaluated during application review The use of Urgent Need is not anticipated to be permitted with Ike and Dolly Round 2 funding. Eligible activities, which are defined in the General Guidelines, are as follows rehabilitation, reconstruction, replacement, or new construction, and associated elevation and demolition. Subrecipient may also provide assistance for Individual Mitigation Measures (energy efficiency and storm mitigation activities) All activities must be consistent with the subrecipients' obligation to proportionately assist beneficiaries based on the needs assessment.

I. PROGRAM OBJECTIVES

A Texas was hard hit by hurricanes and is still in the recovery process both for its communities and it residents. The primary focus of this program is to provide relief for

those people impacted with consideration given to affirmatively further fair housing, as called for within the Fair Housing Act

B The following objectives are provided for the implementation and administration of a successful CDBG Single Family Homeowner Program. Actual selection of applicants is discussed in Section XI of the Guidelines

a. The primary objective of this Program is to provide decent, safe, and sanitary housing in the hurricane impacted areas through the provision of activities designed to mitigate storm damage that occurred as a result of Hurricanes Ike and Dolly, as well as any future hurricanes

b A second objective is to ensure that the housing needs of very low, low and moderate-income households are assisted with housing in no less than the proportion to their relative percentages of the overall populations which suffered housing damage within the communities being served

c. A third objective is to prioritize the provision of decent, safe and sanitary housing for elderly and disabled populations with an emphasis on housing choice and design to reduce maintenance and insurance costs as well as provide for the provision of independent living options

II. PROGRAM DESIGN

A Subrecipient will design a program utilizing the damage assessments provided by HUD and where appropriate, local data and Federal Emergency Management Agency (FEMA) data in order to determine the areas and populations most impacted by the storms TDHCA will assist with the analysis and provide raw data

B. Needs Assessment. The subrecipient's Program Design must be based on a Needs Assessment, working with HUD information and conducted by local governments, according to the requirements detailed in the General Guidelines. That assessment serves as the basis for the specific Single Family Homeowner Program that will be offered by the subrecipient Specifically, the assessment will be used to determine the activities to be offered to meet the types of housing needs experienced by the affected population, the demographics to receive concentrated attention and the target areas to be served

C Program Marketing The Program Design must feature an effective marketing program to encourage application Marketing program requirements are detailed in the General Guidelines

D Priorities for Evaluating Applicants. Results based on data from the Needs Assessment must be met The LMI demographic groups must be disaggregated as follows

a 0% - 30% AMFI

b 31% - 50% AMFI

c 51% - 80% AMFI

E. All eligible applicants must be evaluated in order to establish the priority of funds within the above-referenced economic subgroups. Each subgroup must be funded at the levels indicated by the Needs Assessment and analysis, however, the lowest income households may be funded at a level in excess of their population's percentage of need The intention is to incorporate both the family and dwelling characteristics of applicants in order to establish a system that gives the households that are less able to address need without public assistance a higher priority The following household characteristics indicate a funding priority within the economic subgroups.

a Disability If one or more members of a household have a documented disability that affects the design of the assisted unit, that household may be given priority within their income subgroup

b Age. If one or more members of the household are less than 18 years of age or 62 years of age or older, and has a lower AMFI

F Application Intake and Counseling A mechanism must be incorporated into Program Design to prevent any pre-screening of applicants without a written application being taken Anyone who makes an inquiry about the program will be provided a TDHCA application package to complete, all such inquiries will be reported in a format to be provided by TDHCA

G. To provide the greatest chance for the Conciliation Agreement to be successful, single family applicants will be provided a counselor as an application intake person to explain the various programs and activities.

H Counselors or interpreters able to communicate with the applicant in their primary language will be assigned to the clients as appropriate Counselors will be trained to be well versed in all activities, but specifically the buyout program found in the Conciliation Agreement that will explain options for LMI applicants to overcome recognized impediments to fair housing Such a program will provide the following to those who have been determined by the subrecipient to qualify for the HOP

a Provide counseling for the purchase of existing property including but not limited to realtor support, moving support and other program benefits to allow the applicants to select this option without a diminution of benefits

b Provide counseling for the new construction of a home on an alternative site including lot acquisition costs

c Provide counseling for reconstruction in place

I Requirements for the buyout program are detailed in the Homebuyer Program guidelines under the Acquisition with Rehabilitation/Reconstruction section These guidelines do not address requirements specific to this activity

J Housing Standardization [1] For new and reconstructed homes, construction specifications (for 2, 3 and 4 bedroom homes with total square footage ranges), will be developed by TDHCA. Each home must be constructed in accordance with Chapter 2306.514, Texas Government Code. The subrecipient may engage an architect to allow for local architectural variations, however, basic square footage (within ranges), room requirements, building materials and general specifications must remain standardized for any home newly constructed or reconstructed with CDBG DR funding Elevation options will be developed by the subrecipient The standardized specifications will then be put out for bid locally

K. Visitability Checklist (requirements are for first floor only, if multiple floors exist)

- At least one 36" entrance door (preferably the main entrance) is on an accessible route served by a ramp or no-step entrance
- Each interior door is at least a standard 32" door, unless the door provides access only to a closed of less than 15 square feet
- All door handles are to be lever door handles
- Each hallway has a width of at least 36" and is level, with ramped or beveled changes at each door threshold
- Each bathroom wall is reinforced for potential installation of grab bars
- Each electrical panel, light switch or thermostat is not higher than 48" above the floor
- Each electrical plug or other receptacle is at least 15" above the floor
- If the applicable building codes do not prescribe another location for the breaker boxes, each breaker box is located not higher than 48" above the floor inside the building
- Toilet seats are to be 1'4" – 1'7" above the floor
- Design a minimum of 2'6" wide x 4' open floor area with an out swinging door in at least one half bath and preferably one full bathroom

L Size of Units Guidance for the preferred amount of people per bedroom is discussed in the General Program Guidelines The total square footage (attached garages not included) ranges are as follows

- 2 bedroom/1-2 bath home: 1,000 – 1,330 SF
- 3 bedroom/1-2 bath home 1,331 – 1,425 SF
- 4 bedroom/2 bath home 1,426 – 1,500 SF

M Housing Assistance Caps Homeowner Assistance is limited by the Housing Assistance caps in the General Guidelines The base unit "bid" amount is the maximum amount of

[1] *Standardized specifications were not available at the time of the posting of this document The specifications will be posted as an addendum/attachment to the Guidelines*

assistance available to reconstruct or newly construct a home It is set when the standardized set of new home specifications in the Guidelines are bid locally The intent of this rule is to equalize the funding available for different activities and choices Homeowner Assistance allows for additional costs above the base unit amount including elevation and abatement Additional costs are specified and capped in the General Guidelines.

N Rehabilitation of existing, hurricane damaged homes is capped at $65,000 Additional expenses, such as elevation, are allowed as limited by the Housing Assistance Caps as described in the General Guidelines. Estimated rehabilitation costs exceeding this cap will be recommended for reconstruction

III. ASSISTED HOMEOWNER ELIGIBILITY REQUIREMENTS

A The following are threshold requirements, which must be met for an applicant to be eligible for assistance Eligibility does not assure assistance, since a prioritization strategy within LMI economic subgroups will be required (consistent with Program Design requirements) and it is expected that there will be more eligible applicants than can be served with available funds.

B Income Eligibility The income limits to be utilized for the CDBG Single Family Homeowner Program are the current income limits established yearly by HUD for the Section 8 Housing Program Subrecipient must always use the most recent income limits and will be monitored for compliance All beneficiaries of the Single Family Homeowner Program must meet a National Objective The Low to Moderate Income (LMI) National Objective is defined as providing a benefit to households at incomes of up to 80% of the locality's median income as computed on the most current HUD Section 8 Income Limits. Any activity carried out with CDBG funds that involves acquisition, rehabilitation or reconstruction of property to provide housing is considered to benefit LMI persons only to the extent such housing will, upon completion, be occupied by such persons Current income limits for use by this program may be found at. http //www tdhca state.tx.us/pmcomp/irl/home-cdbg-nsp htm

C Proof of Ownership The applicant must be an individual who owns the property to be repaired, rebuilt or replaced due to hurricane damage Ownership can be documented as follows:

a Provide a copy of a valid deed of trust or warranty deed that is recorded in the county records which cites the applicant's name. For MHUs, a Statement of Ownership and Location (SOL) may be provided

b Recognizing a need for alternatives to traditional proof of ownership for persons impacted by natural disasters, the Texas Legislature passed language that has been codified in the Texas Government Code section 2306.188, and addressed in rules by 10 Texas Administrative Code Section 54 3 For the purposes of federally funded disaster recovery programs, this means that ownership may be proven in the following manner·

ii Applicants may prove ownership by providing alternative documentation and completing a notarized affidavit that certifies that one of the following circumstances applies

1 there is nobody else who has the right to claim ownership,

2 anyone who has a right to claim ownership has agreed to participate in the program; or

3. anyone who has a right to claim ownership could not be located (after reasonable attempts to contact)

ii The alternative documentation that can be provided instead of a copy of the deed includes (in order of preference)

1 tax receipts,

2 home insurance,

3. utility bills, or

4 other documentation deemed to be acceptable by TDHCA

iii The documentation must show that the applicant was the person responsible for paying for these items at the time of the disaster The required affidavit, form instructions and informational flyer may be found under Homeowner Assistance Forms at http //www tdhca state tx.us/cdbg/ike-and-Dolly/forms/index.htm

iv The above-referenced alternatives are not optional and must be incorporated into Program Design and allowed to prove ownership for all CDBG Disaster Recovery Programs in the State of Texas.

D Principal Residency. The unit to be rehabilitated, reconstructed or replaced must have been occupied by the applicant as the applicant's principal residence as of July 23, 2008 for Hurricane Dolly and September 13, 2008 for Hurricane Ike. Principal residency for

applicants can be demonstrated through property tax homestead exemptions If a homestead exemption was not in place at the time of the disaster. an Affidavit of Principal Residency (form to be provided by TDHCA) may be utilized as an alternative method of verification of principal residency The affidavit must be supported by documentation such as asset verification (income tax returns. credit check, etc) or utility bills specific to the property address and name of the applicant which were active as of the applicable, above-referenced dates Vacation homes and rental properties are not eligible for assistance under the Single Family Homeowner Program.

E Property Taxes Applicant must furnish evidence that property taxes are current, have an approved payment plan or qualify for an exemption under current laws. Applicant must prove that property taxes have been paid or that one of the following alternatives have been met

a the property owner qualified for and received a tax deferral as allowed under Section 33 06 of the Texas Property Tax Code,

b. the property owner qualified for and received a tax exemption pursuant to Section 11 182 of the Texas Property Tax Code, or

c the applicant entered into a payment plan with the applicable taxing authority.

F. Support documentation verifying the tax deferral or tax exemption must be provided by the applicant. Any applicant that enters into a payment plan must supply a signed copy of the payment plan from the applicable taxing entity, along with documentation that they are current on their payment plan. The required affidavit and instructions may be found under Homeowner Assistance Forms at. http://www tdhca.state.tx us/cdbg/ike-and-Dolly/forms/index.htm

G. Insurance Hazard insurance may be purchased on behalf of the assisted homeowner by CDBG Disaster Recovery Program for one year from the date of assistance. Assisted homeowners will be required to maintain hazard insurance Failure to maintain hazard insurance may impact future disaster assistance

H If the unit is located in the 100-year flood plain, flood insurance is required Flood insurance will be purchased on behalf of the assisted homeowner by CDBG Disaster Recovery Program for one year from the date of assistance Homeowners are required to maintain flood insurance after the first year. Failure to maintain flood insurance will impact future disaster assistance

1 Child Support All applicants and co-applicants must be current on payments for child support. If the applicant of co-applicant is not current on child support, that member will be required to enter into a payment plan. Any applicant that enters into a payment plan must supply a copy of the payment plan signed by all applicable parties. along with documentation that they are current on their payment plan. The required forms and instructions may be found under Homeowner Assistance Forms at http //www tdhca state.tx us/cdbg/ike-and-Dolly/forms/index.htm

IV. PROPERTY ELIGIBILITY REQUIREMENTS

A The following threshold requirements are applicable to the assisted unit and must be met in order for the applicant to receive assistance Proof of Hurricane damage is discussed in the General Program Guidelines.

a Unit Characteristics Only single-family owner-occupied units within the subrecipient's jurisdiction will be eligible for single family homeowner programs

b Manufactured Housing Units (MHUs or mobile homes) are eligible for rehabilitation at the discretion of the subrecipient. However, the MHU to be rehabilitated must be no more than 5 years old at the time of assistance and no more than $10,000 in hard and soft construction costs can be used to rehabilitate a MHU The MHU must meet HQS upon completion. MHU rehabilitation costs that exceed $10,000 will require reconstruction. Reconstruction of MHUs will consist of replacing the MHU with another MHU or a stick-built home that will meet only the current needs of the family or individual.

V. TYPES OF ASSISTANCE OFFERED

A Rehabilitation, Reconstruction, or New Construction assistance may be offered to applicants Based on the extent of damage, applicants may be eligible for rehabilitation or reconstruction of their homes, or they may be offered new construction assistance

B The option of new construction is limited for applicants who do not qualify for, or who do not select full participation in the HOP Homebuyer Assistance Program, which includes the buyout and demolition of the original, hurricane-damaged property New construction for non-HOP Homebuyer applicants is limited to situations where local zoning/building permits, or federal requirements, such as environmental regulations, will not allow the reconstruction of the original, hurricane-damaged home

C Temporary relocation assistance may be offered at the discretion of the subrecipient, however, the assistance may not exceed $5,000 per household

VI. TYPES OF IMPROVEMENTS

A Improvements needed to meet HUD Section 8 Existing Housing Quality Standards, and Cost Effective Energy Measures are eligible improvements

B Improvements must be physically attached to the house and be permanent in nature (e g , sheds or garages located separately from the house are ineligible). Eligibility of attached structures such as carports or utility rooms is based upon available funds and agreement by TDHCA in cases where safety or the structural integrity of the house is involved

C Improvements will include as necessary lead-based paint abatement, asbestos abatement, handicapped accessibility for special needs, energy efficiency or ventilation items such as ceiling fans, window screens, screen doors, and window blinds.

D Individual Mitigation Measures (IMM) that mitigate and/or reduce risk for future disasters where the measures are above and beyond federal, state, or local construction or code requirements, and additionally the improvements exceed those that existed prior to the storm. Examples include elevation above the base flood elevation level, the addition of storm shutters, hurricane proof windows, roof straps, etc. as long as those improvements are not required to comply with local code or wind zone requirements

E. Cook stoves, refrigerators, and other necessary appliances are eligible items, but will only be considered when they are not present or the repair would not be cost effective They will be dealt with on a case-by-case basis.

F Required permits, if any, will be obtained by the contractor at his/her expense and will be included as part of the bid costs.

G Assistance will not be used for luxury items, including but not limited to garage door openers, security systems, swimming pools, fences, and television satellite dishes

VII. SUPPLEMENTAL IMPROVEMENTS

A. All debris, abandoned vehicles, and buildings that pose a safety and/or health threat as determined by the local jurisdiction or person qualified to make such a determination, must be removed from the property prior to the start of construction. The assisted homeowners will remove derelict personal property

B All electrical components must be inspected including service, meter, wiring, and fixtures even if no electrical work is being specified. Unsafe components must be replaced All exposed wiring, switches, and light bulbs in living areas must be encased.

C All homes must be equipped with a smoke detector installed in conformance with the one and two-family dwelling code

D Rehabilitated homes inhabited by handicapped or elderly persons must be analyzed as to the special physical needs of such persons Improvements such as widened doorways, ramps, level entry and doorways, and grab bars in bath areas must be installed, if appropriate

E If a home is to be reconstructed or a replacement home provided, the original home must be removed from the site.

VIII. FORMS OF ASSISTANCE

A Single Family Homeowner assistance shall be provided in the form of an Unsecured Deferred Forgivable Note (Note) The Note (Form 13 09) may be found under Homeowner Assistance at http.//www tdhca state tx us/cdbg/ike-and-Dolly/forms/index htm

B The subrecipient will be required to execute the Note with assisted homeowners (TDHCA will not be involved in the Note's execution) for all homeowner activities under the Hurricanes Ike and Dolly Disaster Recovery Programs. The Note will be required to be recorded in the County Courthouse records. The Note will require assisted homeowners to maintain principal residency in the assisted property for 3 years Cash out refinancing, home equity loans or any loans utilizing the assisted residence as collateral are not allowed for three years, violation will activate the repayment terms of the Note. The subrecipient is required to monitor assisted households for compliance with the terms of the Note Homeowners that default on the terms of the Note may be reported to Credit Bureaus and the Texas Office of the Attorney General.

C If the assisted homeowner continues to occupy the home until the term of the note expires, the owner pays nothing and there are no conditions on the disposition of the property If the property is sold, transferred or vacated by the assisted homeowner for any single period that exceeds thirty (30) days during the three-year forgivable loan period, the repayment terms of the Note will be enforced except in those cases addressed in the paragraph below Migrant farm workers who are recipients of a home under this program, may, when proven to be performing work for not more than six months, may leave a home vacant during the time of their employment, (but may not rent out the home), provided the recipient intends to return to the home If the assisted homeowner for any reason ceases to reside in the assisted unit during the subrecipient's CDBG contract period, only LMI persons may reoccupy the unit until the contract is administratively closed by the Department or the CDBG contract period expires, whichever is earlier

a Accelerated Forgiveness in Certain Cases In the event of (1) the death, (2) relocation to a managed care facility, or (3) relocation resulting from documented mental or physical incapacitation of the sole remaining assisted homeowner identified in the original application, the subrecipient may forgive any remaining loan balance. However, the requirement that only LMI persons may occupy the assisted housing unit until the CDBG contract is closed by the Department or the contract period expires shall not be waived by the subrecipient Any waiver of this policy must be given by the Department

IX. CONSTRUCTION

A. If the unit to be assisted was built prior to 1978 and the type of assistance offered will be rehabilitation, the assisted unit will be tested for the presence of lead based paint If present, the removal of lead based paint will be considered in the costs of rehabilitation under the Abatement cap as described in the General Guidelines Lead paint inspection provides two benefits (1) the costs of abatement are considerable and must be factored into the cost estimates for rehabilitation and (2) the health risks to residents, particularly children, may be severe so any presence of lead based paint in an assisted unit, even one that is to be reconstructed, must be reported so that the residents may seek appropriate medical attention

B A pre-construction conference between the assisted homeowner, contractor, and the subrecipient will be conducted to insure that all parties are in agreement about the work to be completed. The pre-construction conference will consist of two parts: The first part deals with basic contract and procedural issues begin and end dates of the contract; terms of the contract, payment schedules and procedures, inspection procedures and requirements, responsibilities of the contractor and the assisted homeowner, change order procedures, payment requests and procedures (escrow account), lead-based paint requirements, role of the subrecipient, complaint and conflict resolution procedures, and other programmatic procedures The second part will consist of a walk-through of the house for rehabilitation assistance. All parties should understand how the work will proceed Instructions will be given regarding clean up by the homeowner prior to the work, and the contractor after the work.

C. Housing that is constructed or rehabilitated with CDBG funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion International Residential Code (IRC) (with windstorm provisions) and International Building Code (IBC) which will be used as required and as appropriate All rehabilitation projects must comply with Housing Quality Standards (HQS) and all applicable local codes and ordinances Additional codes and standards requirements are detailed in the General Guidelines.

X. CONTRACTOR SELECTION AND PROCUREMENT REQUIREMENTS

A Federal and State laws Governing Procurement

a Texas Local Government Code - Chapter 252 (Municipalities) and Chapter 262 (Counties)

b The full text of the Chapters from the Texas Local Government Code can be found via the internet at http //www legis state tx.us/

B Chapter 252 Municipal Grant Recipients Construction Bidding Procedures

a TDHCA's municipal Grant Recipients are generally required to conduct competitive sealed bid procurement for any and all contracts over $50,000.

b. Municipalities are required by state law to advertise their invitation for bids in a newspaper published in the municipality at least once a week for two consecutive weeks. The date of the first publication must be before the 14th day before the date set to publicly open the bids. If no newspaper is published in the municipality, the notice must be posted at city hall for fourteen days prior to the date of the bid opening [Texas Local Government Code Section 252.041(a)]

C Chapter 262 County Grant Recipients Construction Bidding Procedures

a TDHCA's county Grant Recipients are generally required to conduct competitive sealed bid procurement for any and all contracts over $50,000.

b Counties are required by state law to publish a notice in a newspaper of general circulation in the county at least once a week, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for fourteen days prior to the date of the bid opening [Texas Local Government Code Section 262.025(a)]

D. Texas Government Code, Chapter 2254

a This code as amended is also known as the Professional Service Procurement Act. This code governs the local government procurement of professional services It prohibits the procurement of architects or engineers based on bid price and requires government entities to first select the most highly qualified provider based on demonstrated competence and qualifications, and then attempt to negotiate with that provider a contract at a fair and reasonable price The full text of this act can be found via the internet at http.//www legis state tx.us/

E Texas Local Government Code, Chapter 171

a This code as amended requires local government officials to disclose conflicts of interest and sets forth rules that require officials to abstain where they are in a position to vote or make a decision on any matter involving a business entity or real property for which they have an interest in The full text of this Chapter from the Texas Local Government Code can be found via the internet at· http·//www legis state tx us/

F Procurement Standards

a. Uniform Grant Management Standards (UGMS) - Governor's Office of Budget and Planning (June 2004)

i NOTE The Procurement Standards from the Governor's Office of Budget and Planning (UGMS) were incorporated into the changes in OMB Circular A-87 and revised OMB Circular A-102 to make the standards consistent with federal law In addition to applicable federal and state regulations. many local governments have laws and regulations regarding procurement The subrecipient is required to be aware of local laws that may affect its procurement policies Remember, the rule is that the most restrictive regulation applies

ii In cases where state or local law is stricter than federal regulations, the subrecipient must follow the state or local laws and in cases where state or local law is more lenient than federal regulations, the subrecipient must follow federal regulations

G HUD Conflict of Interest regulations at 24 CFR 570 489(h)

a This regulation sets forth prohibitions against the use of CDBG funds by employees and officials for private gain

H. OMB Circular A-102, CFR 24 Part 85.36 - Grants and Cooperative Agreements with State and Local Governments)

a A-102 governs the use of grants, contracts and cooperative agreements Implementation regulations can be found at 24 CFR Part 85 The full text of A-102 can be found via the Internet at http://www.whitehouse.gov/omb/circulars/a102/a102.html

I CFR 24 Part 84

a Federal grants and agreements awarded to institutions of higher education, hospitals, and other non-profit organizations

XI. CONSTRUCTION AGREEMENT

A. The construction agreement for stick-built homes will be a tri-party agreement between the Rehabilitation/Reconstruction Contractor, the assisted homeowner and the subrecipient (lender)

XII. PROPERTY INSPECTIONS AND FINAL PAYMENT

A Preliminary Inspections

a A preliminary inspection will be conducted by the subrecipient to determine the condition of the unit for each application and to verify hurricane damage if FEMA, Small Business Administration (SBA) or Insurance award letters are not available The initial inspection will be conducted by the subrecipient's inspector

or another qualified inspector and a list of the deficiencies will be prepared. The inspection will provide an estimate of repair costs to determine whether rehabilitation or reconstruction will be offered and must be in sufficient detail to be utilized in the creation of work write-ups.

B Progress Inspections

a Progress inspections serve three primary purposes 1) to evaluate the contractor's progress, 2) to confirm that local building codes or standards have been satisfactorily met, and 3) to confirm that all requirements of the contract have been met to all parties' satisfaction

b At key stages in the project, the subrecipient will schedule inspections. Key stages are times when work such as wiring and plumbing are completed and still exposed prior to the wall or flooring being replaced; or when work being performed by a specialty subcontractor, who will be present for only a short time, is nearing completion

c Inspections to approve progress payments will be made at a time requested by the contractor These inspections will be made promptly upon request so as not to delay the processing of the contractor's payments. If at all possible, the same person will conduct inspections each time.

d The subrecipient requires that electrical work be completed by an electrician with an approved license from a city or cities that issue such licenses

e A master licensed plumber must perform all plumbing work

f Building permits are required for all applicable construction work.

g The assisted homeowner and the subrecipient will sign the inspection forms as acknowledgement that the work was completed and meets their approval If the assisted homeowner is not satisfied with any aspect of the work, the inspection forms should not be signed until the contractor has corrected the faulty work

C Final Inspections

a When work is nearing completion, the contractor will notify the subrecipient of a specific date when the job will be ready for a final inspection. The purpose of the final inspection is to guarantee that all work called for in the contract has been completed according to specification If progress inspections were conducted often enough to make mid-course corrections, the final inspection should only need to catch those items which have been done since the last inspection The final inspection will be as thorough and deliberate as the initial inspection Finished carpentry, painting, backfilling, electrical fixtures, all single family homeowner activities, and clean-up should be closely checked for completion

b The subrecipient will make sure that the assisted homeowner has received all warranties and instruction booklets for installed equipment.

c As in all construction projects, a punch list will be developed toward the end of the job A punch list is a listing of items written as specifications, which constitute the work necessary to complete the contract. The contractor and the subrecipient as a result of the final inspection will develop the punch list, although the contractor and the assisted homeowner prior to the final inspection can develop it. Either way, the punch list will represent work yet to be done, not additional work over and above the original or amended contract Once the punch list has been prepared, no other work items are expected of the contractor If the punch list contains more than ten (10) items, the contractor is not ready for a final inspection.

D. Certificate of Completion and Owner Acceptance

a After all items on the punch list have been satisfactorily completed, and all warranties issued, the project can be brought to final resolution For purposes of accountability, the Single Family Homeowner Program must have written documentation that the assisted homeowner and subrecipient have accepted the work.

E Warranties and Retainage

a When final inspection determines that the work is completed in accordance with the contract, the subrecipient will submit the contractor's request for payment and upon receipt of the funds, disburse the funds to the contractor. The subrecipient may retain 10% of the funds pending a supplemental inspection in no less than thirty (30) days Following a satisfactory supplemental inspection, the retainage will be paid to the contractor upon availability of grant funds following the final thirty (30) day inspection.

b If any problems are identified in this supplemental inspection, the subrecipient will then notify the contractor to come back and correct the same within a reasonable amount of time, not to exceed two weeks. Should the contractor fail to do so, the subrecipient will not disburse the retainage, the assisted homeowner may take any necessary legal recourse, and the contractor will be barred from performing any more rehabilitation/reconstruction work in the subrecipient In addition, should the contractor be doing other work under this Single family homeowner Program and fails to correct any warranty problems, no other payments will be made to him/her until such problems are corrected

c All work performed by the contractor will be guaranteed for a period of one (1) year Such warranty will be stipulated in the construction contract between the contractor and the homeowner For a period of one (1) year, the assisted

homeowner may require the contractor to correct defects or problems arising from his or her work under this contract. Should the contractor fail to do so, the assisted homeowner may take any necessary legal recourse as prescribed in the rehabilitation contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond

XIII. FILES AND REPORTS

A The subrecipient will maintain accurate Single family homeowner Program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of three (3) years as required by the TDHCA Such files will be open for inspection as to qualifications, bids, and awards

XIV. CHANGES, WAIVERS, AND/OR CONFLICTS

A The subrecipient has the right to change, modify, waive, or revoke all or any part of these guidelines, with the written approval of TDHCA.

B Waivers to the requirements in these Guidelines can only be approved by TDHCA and must be in provided in writing.

C In the event that these Guidelines conflict with local, state, or federal law, the more stringent requirement will prevail, provided that the requirement does not violate local, state or federal law.

ATTACHMENT B

HURRICANES IKE AND DOLLY ROUND 2
HOMEBUYER ASSISTANCE PROGRAM GUIDELINES

INTRODUCTION

A The Texas Department of Housing and Community Affairs (TDHCA or the Department) is partnering with the Texas Department of Rural Affairs (TDRA) in the administration of funds under a Community Development Block Grant (CDBG) Disaster Recovery Program (Program) funded by the U S Department of Housing and Urban Development (HUD) under Public Law 110-329 TDHCA is the lead agency responsible for disaster funds allocated to housing activities Local entities including Cities, Counties, and Councils of Local Government administer these funds on the local level for housing activities

B Housing guidelines have been developed to serve as the basis for housing programs related to Round 2 of the Program This document is expected to serve as direction for the Homebuyer Assistance activities funded under Round 2. These guidelines do not replace or supersede the guidelines developed and in use under Round 1 Additionally, these guidelines supplement the General Guidelines which provide direction for issues that affect all of the programs and cover all areas of administration not expressly covered in this document. Subrecipient must incorporate those elements into their Homebuyer Assistance Program.

C. Subrecipient has received Hurricanes Ike and Dolly Round 2 Disaster Recovery Community Development Block Grant (CDBG) funding for a Homebuyer Assistance (HBA) Program administered by TDHCA

D Please note that the regular state CDBG program refers to homebuyer assistance (HBA) as "Homeownership Assistance " The use of these terms differs slightly in the CDBG DR Program The CDBG DR Program makes a distinction to separate activities that benefit hurricane victims who choose to remain in and repair their existing hurricane-damaged home from those who seek assistance to purchase a new home Homeowners that elect to repair their existing home will be subject to the Homeowner Assistance Guidelines. Hurricane victims that elect to seek assistance to purchase a new home will be subject to this document, the Homebuyer Assistance Guidelines.

E The applicants' principal residence at the time of the storm must have been impacted by the hurricanes in order to qualify for HBA In order to assist the subrecipients to meet their Affirmatively Furthering Fair Housing goals, the option to assist applicants who were not homeowners at the time of the storm is available However, any HBA provided to non HOP-eligible applicants must be needs-based. CDBG regulations restrict homebuyer assistance to the amount up to and including the amount of assistance necessary to facilitate homeownership. For example, it is not a reasonable use of CDBG

funding to provide the full amount of assistance, $40,000, when only $5,000 of mortgage gap financing is necessary for a bank to make an affordable loan to purchase the home The amount of HBA necessary to leverage a private loan or otherwise bring about homeownership for non HOP-eligible applicants must be documented on forms to be provided by TDHCA.

F Eligible activities for Homebuyer Assistance include traditional HBA activities such as. down payment assistance, principal reduction, all reasonable closing costs including pre-paid items, and principal write-down assistance as required for the property being purchased. These HBA activities are limited to $40,000 for non HOP-eligible applicants Applicants that are eligible and elect to participate in the HOP qualify for a wider range of activities to facilitate the purchase of a home HOP homebuyer assistance includes the acquisition (buyout) of the original, hurricane-damaged property combined with the acquisition of another home (if the property to be purchased meets HQS) or the activity of Acquisition with Rehabilitation, Reconstruction and New Construction (if the property to be purchased does not meet HQS or if a lot is purchased on which to build a new stick-built home or locate a MHU).

I. PROGRAM OBJECTIVES

A Texas was hard hit by hurricanes and is still in the recovery process both for its communities and it residents. The primary focus of this Program is to provide relief for those people impacted within the goals identified by HUD to affirmatively further fair housing.

B The following objectives are provided for the implementation and administration of a successful Homebuyer Assistance Program.

a The primary objective of this Program is to provide decent, safe, and sanitary housing in the hurricane impacted areas through the provision of homebuyer assistance to facilitate the purchase a home, acquisition with rehabilitation, reconstruction or new construction; and other assistance necessary to make homeownership affordable to applicants in the affected area.

b. A second objective is to ensure that the housing needs of very low, low and moderate-income households are assisted with housing in no less than the proportion to their relative percentages of the overall populations which suffered housing damage within the communities being served.

c A third objective is to prioritize the provision of decent, safe, and sanitary housing for elderly and disabled populations with an emphasis on housing choice and design to reduce maintenance and insurance costs as well as provide for the provision of independent living options

C Applicants seeking assistance to purchase a home are subject to the HBA Guidelines All homebuyer assistance must be targeted to the socio-economic subcategories and

demographics resulting from the needs assessments as described in the General Guidelines.

a Applicants are eligible for the HOP if they meet all three of the following criteria at or below 80% AMI; owner of a hurricane-damaged home; and the damaged residence was located in a FEMA-designated "High Risk Area" or an area of high minority and poverty concentration as approved by TDHCA Please note that the ownership and principal residency requirements, as detailed in the General Guidelines, apply to the HOP; however, in order for a buyout and relocation to take place the applicant must be able to prove ownership through possession of fee simple title

b. Homebuyer Assistance applicants that are not eligible to participate in the HOP must still meet the following criteria to be eligible for HBA. at or below 80% AMI and primary residence at the time of the storm in a residence that was damaged by the hurricane.

II. PROGRAM PURPOSE

A The provision of homebuyer assistance to facilitate the purchase of new and existing single family homes to benefit hurricane victims Homebuyer assistance may be provided to applicants who fully qualify for and elect to participate in the HOP and income-eligible households that were affected by the hurricanes but who do not qualify for the HOP Income-eligible households who do not fully qualify for the HOP include applicants who do not possess fee simple title to the original, hurricane-damaged property to be acquired (bought out) or who cannot obtain clear title within one year of the application date. The subrecipient cannot acquire property for which clear title cannot be obtained

B The HOP homebuyer assistance to acquire the original, hurricane-damaged home is not the same program as the FEMA Buyout Program. If a buyout is involved in Ike and Dolly Round 2 of the TDHCA Disaster Recovery Program, it is a phase of an activity to help hurricane victims in FEMA-designated High Risk areas and areas of high minority and poverty concentrations relocate to areas that do not exhibit those characteristics. It will involve both the buyout of the original property and permanent relocation of the beneficiary

C Under the HOP, applicants receive assistance from trained counselors to determine the housing activities that offer the best option for the household The options include rebuilding in place, the purchase of a new home or the purchase of a vacant lot on which to build a home. For those that opt to move from their existing home located in a FEMA-declared High Risk area or areas of high minority and poverty concentrations (as confirmed by TDHCA), title to the existing property will be transferred to the subrecipient without a separate acquisition "buyout" of the existing property. The value of the existing property is replaced by the cost of the replacement home

III. TARGET AREAS

A Indicate service area subrecipient's political boundaries

B. Indicate any particular areas in those boundaries where assistance will be targeted to affirmatively further fair housing through disaster recovery The Phase 1 Analysis of Impediments will help establish these target communities by providing detailed maps on minority and poverty concentrations. Assistance will be provided to the subrecipients by TDHCA to determine FEMA-designated High Risk areas prior to and including the environmental review process

IV. ELIGIBLE BENEFICIARIES

A Assistance under this activity may not be extended to households whose incomes exceed 80% of the Area Median Family Income (AMFI) All homebuyer assistance must be targeted to the socio-economic subcategories and demographics as described in the General Guidelines

V. AMOUNT OF ASSISTANCE

A HBA assistance is capped at $40,000 for non HOP-eligible applicants

B HOP Homebuyer Assistance is limited to the Housing Assistance Caps in the General Guidelines. The base unit "bid" amount is the maximum amount of assistance available to purchase a new/existing home It is set when the standardized set of new home specifications in the General Guidelines are bid locally. The intent of this rule is to equalize the funding available for different activities and choices HOP Homebuyer Assistance allows for additional costs above the base unit amount including any necessary accessibility items or features abatement measures, and services Additional costs are specified and capped in the General Guidelines

a The services category is limited to $15,000 or actual costs and includes costs such as real estate professional fees, moving expenses and utility connection costs. Services are limited to applicants who qualify for the HOP

b. The vacant land limit is set at $35,000. Although this is the cap, it is not also the floor, the actual lot cost should not exceed the standard single lot size in the community.

C Housing purchases that exceed the maximum limits must be paid for with other sources of funds or a mortgage obtained by the homebuyer The maximum total purchase price of the home to be acquired may not exceed the limits set for Single Family Mortgages in Section 203(b) of the National Housing Act.

D Temporary relocation assistance may be offered at the discretion of the subrecipient, however, the assistance may not exceed $5,000 per household. It is anticipated that the

assistance will be provided when the closing occurs for the new or existing home purchase and temporary relocation assistance may not be necessary

VI. PROGRAM LIMITATION

A Applicants participating in the Buyout Program must contribute 100% of the assistance received under that Program toward the purchase of the newly acquired property.

VII. PROPERTY TYPE

A Eligible properties that can be purchased:

a Single-family property (detached and attached 1-4 units)

b Condominium unit

c. Cooperative unit

d Modular home/Manufactured home

e. Vacant land

VIII. TYPES OF IMPROVEMENTS

A For HOP Homebuyer Assistance activities involving acquisition with rehabilitation, reconstruction or new construction, subrecipient must follow the guidance in the Single Family Homeowner Program Guidelines for construction requirements (Section XI), contractor selection (Section XII), construction agreement (Section XIII), and property inspections and payment (Section XIV).

B In addition to financial assistance provided for the purchase of the property, funding may also be used for the following items up to the maximum assistance amount allowed.

a Improvements needed to meet HUD Section 8 Existing Housing Quality Standards, and Cost Effective Energy Measures are eligible improvements.

b Improvements must be physically attached to the house and be permanent in nature (e g., sheds or garages located separately from the house are ineligible) Eligibility of attached structures such as carports or utility rooms is based upon available funds and agreement by TDHCA in cases where safety or the structural integrity of the house is involved

c Improvements will include as necessary lead-based paint abatement, asbestos abatement, handicapped accessibility for special needs, energy efficiency or ventilation items such as ceiling fans, window screens, screen doors, and window blinds.

d Individual Mitigation Measures (IMM) that mitigate and/or reduce risk for future disasters where the measures are above and beyond federal, state, or local construction or code requirements, and additionally the improvements exceed those that existed prior to the storm Examples include elevation above the base flood elevation level, the addition of storm shutters, hurricane proof windows, roof straps, etc as long as those improvements are not required to comply with local code or wind zone requirements

e Cook stoves, refrigerators, and other necessary appliances are eligible items, but will only be considered when they are not present or the repair would not be cost effective They will be dealt with on a case-by-case basis

f Required permits, if any, will be obtained by the contractor at his/her expense and will be included as part of the bid costs

g Assistance will not be used for luxury items, including but not limited to garage door openers, security systems, swimming pools, fences, and television satellite dishes

IX. INSPECTION STANDARDS

A A representative of subrecipient will inspect all properties to ensure they meet Section 8 Housing Quality Standards at a minimum prior to application approval However, the inspection will not serve to assure the buyer that the property is free of defects. Therefore, the subrecipient should strongly encourage lenders and real estate professionals to advise potential homebuyers to have an inspection performed for their benefit The inspection must be performed by a qualified or licensed real estate inspector and/or licensed contractor for specialized inspections, i e , plumber, electrician, HVAC mechanic The homebuyer's inspection, or any other inspection report, will not be substituted for the subrecipient inspection

B Properties built prior to 1978 may contain lead-based paint and will be visually inspected by the subrecipient's designated inspector for defective paint If a property fails the visual inspection, it will be determined unacceptable until the painted surfaces are corrected All applicable sales contracts must include the "Addendum for Seller's Disclosure of Information on Lead-based Paint & Lead-based Paint Hazards as Required by Federal Law"

X. ENVIRONMENTAL REVIEW

A. An environmental review must be performed on the property prior to federal funds being committed by the subrecipient (24 CFR Parts 50, 58, 574, 582, 583, and 970) No commitment or disbursement of funds will occur prior to the completion of this review The environmental assessment reviews the wetlands, coastal zones, flood zones, and runway clear zones. If the environmental assessment determines that the property is in the

flood zone, the Lender is required to escrow hazard and flood insurance for the life of the 1st loan. Also, the Disaster Recovery Program will not assist homes that have been determined to be in the floodway

XI. UNIFORM RELOCATION ACT

A The Uniform Relocation Act (URA) applies to federally assisted homebuyer programs Under the CDBG Program guidelines, the Seller(s) must not displace tenants of the property being purchased. The applicable "Notice to Seller(s)" must be signed and dated by the Seller and placed in the applicant's file.

XII. USE OF FUNDS

A Direct financial assistance to offset portions of the down payment, reasonable closing costs, pre-paid items and/or principal write-down assistance required for a home purchase. Prepaid items include but are not limited to the initial payment for hazard insurance, flood insurance, and mortgage insurance

XIII. COUNSELING EDUCATION PROGRAM

A The applicant must complete at least eight (8) hours of homebuyer education from any participating HUD Approved Housing Counseling Agency prior to acceptance into the Program The certification for the course is valid for one year. Counseling programs will encourage individuals to participate in homeownership and provide a method to track the achievement of the homeownership goal. Costs of the program vary depending on who provides the courses. The Neighborhood Housing Services (NHS) homebuyer assistance curriculum is preferred.

XIV. TERMS OF ASSISTANCE

A Assistance that meets or exceeds $40,000 requires a ten-year affordability period (Affordability Period)

B Throughout the affordability period, the homeowner is required to maintain principal residency, maintain hazard and, if applicable, flood insurance, and pay property taxes on the assisted property. Failure to maintain hazard insurance may result in the lack of future federal assistance, however failure to maintain flood insurance (if required because the property is in a floodplain) will result in the lack of future federal assistance should a future disaster event occur.

XV. LOAN TERMS

A The Disaster Recovery Program loan is not assumable during the Affordability Period

B Future subordinations of the Disaster Recovery Program loan to a newly obtained senior loan are subject to TDHCA's discretion

C The applicant must occupy the property as his/her principal residence throughout the Affordability Period If the applicant occupies the property as his/her principal residence for the Affordability Period, no recapture restrictions will apply

D If the property is sold (including foreclosure) transferred and /or is no longer the homeowner's primary residence during the Affordability Period, the subrecipient may recapture a portion of the remaining balance of the Disaster Recovery Program loan note. The homeowner will receive a twenty (20) percent credit for each year the property is his/her principal residence The maximum amount the subrecipient will recapture will be the full amount of the Disaster Recovery Program loan note and any balance would immediately become due and payable to the subrecipient who will remit the proceeds to TDHCA

E If the homeowner vacates or rents the property, the full amount of the Disaster Recovery Program loan will be immediately due and payable, unless the homeowner establishes his/her actual residency pursuant to evidence acceptable to TDHCA, in which case the homeowner will receive a twenty (20) percent credit for each year the property is his/her principal residence.

F In the case of other default during the Affordability Period, the subrecipient may pursue all remedies available under the Disaster Recovery Program loan note, the Disaster Recovery Program loan Deed of Trust, or other Disaster Recovery Program loan documents. During the continuance of any such default, the Disaster Recovery Program loan shall bear interest at a rate of six percent (6%) per annum ("Default Rate")

G Applicants that fully participate in the HOP Homebuyer Assistance Program, which includes the buyout of the original, hurricane-damaged property and the acquisition of a new/existing home, will have a lien recorded in the county courthouse preventing cash-out refinancing, home equity loans, or utilization of the relocation home as collateral for the full term of the affordability period unless expressly permitted by TDHCA

XVI. FILES AND REPORTS

A The subrecipient will maintain accurate Homebuyer Assistance Program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of three (3) years as required by the Department. Such files will be open for inspection as to qualifications, bids, and awards

XVII. CHANGES, WAIVERS, AND/OR CONFLICTS

A The subrecipient has the right to change, modify, waive, or revoke all or any part of these guidelines, with the written approval of TDHCA

B Waivers to the requirements in these Guidelines can only be approved by TDHCA and must be provided in writing.

C In the event that these Guidelines conflict with local, state. or federal law, the more stringent requirement will prevail, provided that the requirement does not violate local, state or federal law

ATTACHMENT C

HURRICANES IKE AND DOLLY ROUND 2
RENTAL PROGRAM GUIDELINES

INTRODUCTION

A The Texas Department of Housing and Community Affairs (TDHCA or the Department) is partnering with the Texas Department of Rural Affairs (TDRA) in the administration of funds under a Community Development Block Grant (CDBG) Disaster Recovery Program (Program) funded by the U S Department of Housing and Urban Development (HUD) under Public Law 110-329. TDHCA is the lead agency and responsible for disaster funds allocated to housing activities Local entities including Cities, Counties and Councils of Local Government administer these funds on the local level for housing activities.

B. Housing Guidelines have been developed to serve as the basis for housing programs related to Round 2 of the Program. This document is expected to serve as direction for the Rental Program activities funded under Round 2 These Guidelines do not replace or supersede the Guidelines developed and in use under Round 1 Additionally, these guidelines supplement the General Guidelines which provide direction for issues that affect all of the programs and cover all areas of administration not expressly covered in this document subrecipient must incorporate those elements into their Rental Program. At the option of the subrecipient, rental program activities may be offered as a housing program to the residents of the subrecipient's jurisdiction. Rental activities may include single family or multifamily rental activities or both

C Subrecipient has received Hurricanes Ike and Dolly Round 2 Disaster Recovery Community Development Block Grant (CDBG) funding for a Rental Program administered by the Texas Department of Housing and Community Affairs (TDHCA or the Department)

D Benefit to Low to Moderate Income (LMI) is the only National Objective that is approved for the Rental Program under Round 2 Eligible activities, which are defined in the General Guidelines, are as follows rehabilitation, reconstruction, replacement, or new construction, and associated elevation and demolition Subrecipient may also provide assistance for Individual Mitigation Measures (energy efficiency and storm mitigation activities).

I. PROGRAM OBJECTIVES

A Texas was hard hit by hurricanes and is still in the recovery process both for its communities and it residents The primary focus of this program is to provide relief for those people impacted with consideration given to affirmatively further fair housing, as called for within the Fair Housing Act

B The following objectives are provided for the implementation and administration of a successful Rental Program

a The primary objective of this Program is to provide decent, safe, and sanitary housing in the hurricane impacted areas through the provision of activities designed to mitigate storm damage that occurred as a result of Hurricanes Ike and Dolly, as well as any future hurricanes

b A second objective is to ensure that the housing needs of very low, low and moderate-income households are assisted with housing in no less than the proportion to their relative percentages of the overall populations which suffered housing damage within the communities being served

c A third objective is to prioritize the provision of decent, safe and sanitary housing for elderly and disabled populations with an emphasis on housing choice and design to reduce maintenance and insurance costs as well as provide for the provision of independent living options

II. PROGRAM PURPOSE

A The Hurricane Ike Disaster Recovery (DR) Affordable Rental Program has been designed the to provide funds for rehabilitation, reconstruction, and/or new construction of affordable multi-family and single family rental housing projects in areas impacted by Hurricane Ike or Dolly. Funding is available through the Community Development Block Grant (CDBG) Disaster Recovery Program, administered by the Texas Department of Housing and Community Affairs (TDHCA)

B The purpose of the Affordable Rental Program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the subrecipient's service area. Units qualifying for assistance must have sustained damage from Hurricanes Ike or Dolly A minimum of 51% of the units must be restricted for ten or more years to low to moderate income (LMI) individuals earning 80% or less of the Area Median Family Income (AMFI) at affordable rents The rents must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI and can be found on TDHCA's website at (http://www hud.gov/offices/cpd/affordablehousing/programs/home/limits/rent/) and (http://www.tdhca.state.tx.us/pmcdocs/10-FMR-TBRA.pdf)

PART A - MULTIFMAILY RENTAL PROGRAM

I. TYPES AND AMOUNTS OF ASSISTANCE

A The maximum award cap under the Affordable Multifamily Rental Program is $10,000,000 per development. Exact award will depend upon the amount of storm damage, the cost reasonableness of funds bringing the property up to Housing Quality Standards (HQS), and other funding sources available. Eligible costs include hard costs for construction and soft costs associated with repair or construction of rental units plus other costs permissible under 24 CFR 570

B The CDBG funds may not be used to pay for damages covered by any FEMA reimbursement, SBA assistance, insurance claim, or any insurance policy including delayed or future payments anticipated under insurance policies

C. The CDBG Affordable Rental Program funds will be in the form of a 0% performance-based loan and will be forgiven when all contractual obligations have been met, including satisfactory completion of construction and compliance with the ten-year affordability period The terms of the loan / grant may be modified by agreement, if necessary, given other requirements from other financial programs (i.e tax credit programs, etc.)

D A Land Use Restriction Agreement (LURA) will be placed on developments and any applicable lenders must agree to subordinate to the LURA The Developer / Borrower will guarantee completion of construction until a certificate of occupancy has been issued and retainage has been released There is a ten year affordability period under the LURA.

E Project construction must be completed within 18 months of the effective date of the contract, unless otherwise extended.

II. PROPERTY ELIGIBILITY

A. All properties must be located within the jurisdiction of the subrecipient and sustained damage from Hurricane Ike or Dolly.

B Any subrecipient that intends to offer an Affordable Multifamily Rental Program must develop a NOFA or application process to fund rehabilitation of existing multifamily housing developments or replacement of damaged units through reconstruction or new construction Projects evaluated for awards are evaluated according to the priorities established in the NOFA or application The NOFA or application process must comply with Selection Criteria requirements identified in Section IV, paragraph A of these guidelines

C Hurricane damaged or destroyed projects awarded assistance will typically be in the 10-30 year old range. The repair/replacement assistance will extend the useful life of the development at least ten years

D Proposed new construction located in the 100-year flood plain as identified on the most current Federal Emergency Management Agency (FEMA) Flood Maps must comply with the TDHCA flood policy found in 10 TAC Part 1 Section 50 6

E At a minimum, 51% of the total number of units in the development must benefit low-moderate income persons earning 80% or less of Area Median Income as defined by HUD and detailed in the Housing and Community Development Act of 1974 (HCDA) Title I, 105(a)

F Rent restricted units occupied by low-moderate income households must be occupied at affordable rents. The units occupied low-moderate income households must comply with the High HOME rent limits published by TDHCA under the HOME program Rent restrictions for the units occupied by LMI households apply through the ten year affordability period Compliance with rent limits is calculated in the same manner as the HOME program

III. PARTICIPANT ELIGIBILITY REQUIREMENTS

A. For-profit, public housing authorities, units of local governments and not-for-profit Developers/ Borrowers, acting individually or as participants in a limited partnership [LP] or limited liability corporation [LLC] are eligible to participate Not-for-profit entities must provide evidence of IRS tax-exempt status. Developments are required to list properties on PHA landlord list and provide notification to DHAP providers

B. The Applicant, Development Owner, Principal or Developer/Borrower must be in good standing with any outstanding loans and loan commitments. There may be no defaults or negative collection actions on current or previous loans

C No Applicant, Developer Owner, Principal or Development/Borrower or General Contractor may be "debarred" from the federal and state debarment lists, in accordance with 24 CFR §570 609, as well as other applicable laws

D. Applicant, Developer Owner, Principal or Developer/Borrower must provide a complete listing with addresses of multifamily properties currently owned or managed

IV. SELECTION CRITERIA

A. Any subrecipient that intends to offer an Affordable Multifamily Rental Program must develop a NOFA or application process. The application or NOFA process should identify the properties that provide the greatest benefit to the community to those with the greatest need The subrecipient will develop criteria to award funds to the projects meeting the housing goals and objectives the program, and fair housing as well as those of the community All awards must be made to applicants that demonstrate capacity to complete the development planned in the application The Selection Criteria utilized must

be consistent with overcoming the impediments identified in the Interim AI The NOFA or application must meet the following criteria·

a Direct funds to the needs of the community as determined by the Needs Assessment

b. Use of the funds must affirmatively further fair housing and increase housing choice, therefore, selected criteria must be consistent with overcoming impediments identified in the Phase 1 Analysis of Impediments

B A Land Use Restriction Agreement (LURA) will be placed on each multifamily development receiving disaster funds to repair, construct or reconstruct rental units. The LURA sets forth income and rent restrictions applicable to units of affordable rental housing with respect to the specific affordable rental housing. These documents will be filed with the local county clerk's office in the land records. The LURA must be approved by TDHCA and require all multifamily projects and projects with 20 or more single family units under common ownership to accept of section 8 housing choice rental vouchers during the affordability period. The LURA imposes the requirements on the property for the full ten (10) years affordability period.

C. Based on the Needs Assessment, criteria developed by the subrecipient to identify projects providing the greatest benefit to the community will provide incentives for:

a Increasing the number of affordable units by exceeding the requirement to lease 51% of the units to low/moderate income households.

b Providing units to households with the highest need for affordable housing by agreeing to create set asides targeting very low, low, and moderate-income tenants

c Providing broader access to persons with disabilities through single story structures or those served by an elevator

d Meeting low-maintenance and energy efficiencies by installing energy efficient products and low maintenance items Combinations of the following items can be used up to the maximum number of points·

i Install water-conserving fixtures in all units with the following specifications for toilets and shower heads, and follow requirements for other fixtures wherever and whenever they are replaced toilets – 1 6 gallons per flush; showerheads – 2 0 gallons per minute; kitchen faucets – 2 0 GPM, bathroom faucets – 2.0 GPM

ii Install Energy Star or equivalent refrigerators in all units

iii Install Energy Star or equivalent lighting fixtures in all interior units and use Energy Star or high-efficiency commercial grade fixtures in all common areas

iv Use tankless hot water heaters or install conventional hot water heaters in rooms with drains or catch pans piped to the exterior of the dwelling and with non-water sensitive floor coverings (for all units)

v Install Energy Star or equivalent power vented fans or range hoods that exhaust to the exterior (in all units)

vi Install Energy Star or equivalent bathroom fans in all units that exhaust to the outdoors which has a humidistat sensor or timer, or operates continuously in all units

vii. Install correctly sized HVAC units (according to Manual J) of at least 14 SEER or better in all units

viii Perform an energy analysis of existing building condition, estimate costs of improvements, and make those improvements resulting in a 10 year or shorter payback

V. PROGRAM REQUIREMENTS

A Projects awarded disaster recovery funds must satisfy six levels of eligibility requirements

B. The project will also be reviewed in terms of financial feasibility with the objective to repair existing hurricane damage and bring the property up to standard to extend the useful life or replace the severely damaged units Financials, proformas, and loan information as well as the sources and uses of funds must be submitted identifying the proposed financing sources and expenses of the project

C Upon allocation for funding, the property will go through environmental review

D Rehabilitation or construction activities. The Developer / Borrower must submit an acceptable Property Condition Assessment (PCA) conducted by a qualified third party. In addition to repair costs identified in the PCA, other costs will be considered if they extend the useful life of the project The project costs must be reasonable and typical in the current marketplace for projects of similar scope. Plans and specifications must be submitted for replacement units

E The project must comply with all applicable federal and state requirements

F The project must address identified impediments to fair housing choice

G. The project must serve the local population impacted by the hurricanes.

VI. UNDERWRITING

A The proposed multifamily projects will go through underwriting which will review the ownership structure, property operations, the sources and uses of funds, and the financial statements of the owner and guarantor (if applicable)

B The underlying debt and operating expenses of the property will be reviewed to determine if the project is feasible during the affordability period and demonstrates income adequate to cover operating expenses and applicable debt service

C. Sources and uses will be reviewed to determine the adequacy of the funding to complete the project in conjunction with the PCA. The scope of work including the repair of any hurricane damage will be assessed

D. Following underwriting, a contract will be executed between the developer and the subrecipient This contract will specify the terms under which the funding is provided to the project; the number of units to be renovated / developed, the affordability period, and other conditions of the agreement.

VII. ENVIRONMENTAL REVIEW

A Each development assisted with CDBG Disaster Recovery funds must be environmentally cleared. No commitment or disbursement of funds will occur prior to the completion of this review The environmental assessment reviews the wetlands, coastal zones, flood zones and runway clear zones

B Rental Program funds cannot be used to assist rental units (Multi and single family) that have been determined to be in the Coastal Barrier Resource Zones or airport runway clear zones. Once the Environmental Review is complete the review is forwarded to TDHCA for environmental clearance.

C The Developer / Borrower must comply with all applicable laws with respect to lead based paint in conjunction with Section 302 of the Lead Based Paint Poisoning Prevent Action (42 USC Section 4831(b)), as well as the presence of asbestos containing materials within the project.

D A Property Condition Assessment must be conducted for rehabilitation The PCA must conform to American Society for Testing and Materials (ASTM - http //www astm org/) "2018 Standard Guidelines for Property Condition Assessments" The Developer / Borrower are also directed to the TDHCA Section 1 36 of the 2009 REA Rules for PCA guidance (http //www.tdhca.state.tx us/readocs/10-REARules pdf)

VIII. CONSTRUCTION

A Housing that is constructed or rehabilitated with CDBG funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. When CDBG funds are used for a rehabilitation development, the entire unit must be brought up to the applicable property standards and meet Housing Quality Standards All newly constructed including reconstructed housing units must meet the current edition of the Model Energy Code (MEC) (http //www energycodes gov/) published by the Council of American Building Officials TDHCA will conduct a final inspection of the development. Common areas and units are subject to a Uniform Physical Conditions Standards inspection Any deficiencies identified in that inspection must be corrected before final retainage is released

B Housing developments must meet all accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U S.C §794) Multifamily housing developments must meet the design and construction requirements at the Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) 10 TAC § 60 201-211). Covered multifamily dwellings, as defined at 24 CFR §100.201, as well as common use facilities in developments covered cover dwelling must meet the design and construction requirements at 24 CFR §100.205, which implement the Fair Housing Act (42 U.S C.3601-4619)

C The Developer/borrower must comply with Labor Standards, Section 3 Plan, Minority / Business Enterprise (MBE), Small Business Enterprise (SBE) requirements, Affirmative Marketing, and Contractor Clearance.

D The project costs must be "reasonable and customary" as determined by an acceptable, independent third party report or considered reasonable as documented by a bidding process.

E All contracts will be payment and performance bonded. All projects are subject to The Davis-Bacon Wage Act (40 USC 276a-276-a5, 24 CFR Part 70), The Contract Work Hours and Safety Standards Act (40 USC 327 et seq), The Copeland "Anti-Kickback" Act (18 USC Sec 874), Section 3 (24 CFR Part 135) requirements, reporting and goals and should budget accordingly

F Prior to commencement of construction, the Developer / Borrower must have a notice to proceed Scatter site projects owned by a sole owner with 8 or more units must comply with the Davis-Bacon Wage Act (40 USC 276a-276-a5, 24 CFR Part 70)

G The report and AIA forms 702 and 703 will be required prior to funding each draw request

H Ten percent (10%) of each draw will be held as retainage until satisfactory completion of the project

COMPLIANCE REQUIREMENTS

IX. LABOR STANDARDS

A All applicable developments must comply with applicable labor standards, including, but not limited to Davis-Bacon wages, Section 3, Minority / Business Enterprise, and Small Business Enterprise Under the federal Davis-Bacon Wage Act (40 USC 276a-276-a5, 24 CFR Part 70, 24 CFR §570 603), prevailing wages must be paid on all construction and related work on projects that have eight (8) or more units.

B. The following information will be provided on all projects to the TDHCA Labor Standards Specialist

a. Notes of bid and preconstruction conferences as well as attendance rosters with attendees signatures.

b Notice to Proceed.

c All Department of Labor (DOL) General Wage Determination reports showing prevailing wages applicable to each project throughout the construction phase

d. Final Wage Compliance Report

e Davis-Bacon communications, including

i Department of Labor communications

ii Letters to Contractor(s) requesting payments of restitution owed to workers and liquidated damages, including copies of letters confirming Contractor(s) compliance and / or resolution of labor-related issues Department of Labor (DOL) Semi-Annual Report with all required reporting data associated with the CDBG-DR Hurricane Ike award.

iii. Additional documentation as required by TDHCA

X. RELOCATION

A The Developer/Borrower is responsible for the relocation activities related to the project. The Developer / Borrower shall comply with program regulations at 24 CFR §570 606, the Uniform Relocation Assistance and Real Property Policies Act of 1970 ("URA"), as amended, at 49 CFR §24, and §104(d) of the Housing and Community Development Act of 1974, as amended, at 24 CFR §42

B If applicable, Developer / Borrower shall submit to the subrecipient copies of all documentation relating to URA, including but not limited to, a Relocation Plan with

Assurance Letter, Notice to Real Property, Tenant Status Reports, and all Notices with Tenant Acknowledgments as required by the LURA

XI. PROJECT COMPLETION AND RELEASE OF RETAINAGE PROCEDURES

A When a project is finished. the procedures listed below will be followed to document completion and allow for retainage (the last 10% of project costs) to be paid List of items include

a Developer / Borrower submits Final Draw for Retainage. This draw is identical in form to the others and includes the final inspection report from the third party inspector indicating that the project is complete.

b Developer / Borrower completes and submits a Final Wage Compliance Report

c Developer / Borrower submits Certificate of Occupancy for project

d. Developer / Borrower submits letter certification from Architect that project meets requirements of the Americans with Disabilities Act

e Developer / Borrower submits Certificate of Substantial Completion, and AIA form that is signed by the Owner, General Contractor, and Architect

f Developer / Borrower submits Lien Release from General Contractor to show that all subcontractors have been paid. (Contractor = Subrecipient) and (Subcontractor = Building Contractor).

XII. PROJECT LEASE UP PROCEDURES

A Multifamily developments assisted with CDBG funds are required to have a project tenant selection policy (TSP), Affirmative Marketing Plan, and schedule of leases & rents to ensure compliance with CDBG requirements. The tenant selection policy must be.

a Written and displayed at the project leasing in a common area

b Consistent with the purpose of providing housing for families making 80% or less of AMFI.

c Reasonably related to program eligibility and Lessee's ability to perform under the lease.

d Chronological, so that tenants taken from a written waiting list are assisted in order

e Designed to give prompt written notice of the grounds for rejection to any Lessee rejected based on income.

XIII. ANNUAL MONITORING PROCEDURES

A. Completed projects require annual monitoring. Monitoring will be conducted by the subrecipient throughout affordability period The results and reviews of monitoring activities ensure the provision of safe, decent, affordable rental housing in compliance with all applicable regulations. Income targets and rents must comply with Affordable Rental Program LURA requirements and other compliance requirements Monitoring includes

a On-site inspection of rehabilitated properties to ensure compliance with Housing Quality Standards (HQS) under 24 CFR Sec. 982-401

b. Compliance Standards Review (CSR) to ensure compliance with the CDBG regulations and the NOFA, but not limited to, the following.

i Affordable Rental Housing

ii Subsequent Rents during the Affordability Period

iii Initial and Annual Recertification of Tenant Income

iv Periods of Affordability

v Tenant and Participant Protection (lease term, prohibited lease terms, tenant selection policy)

vi Civil Rights Act of 1964 and Amendments

vii Section 504 of the Rehabilitation Act of 1973

viii Architectural Barriers Act and the Americans with Disabilities Act

ix. Design and construction requirements

x For Rehab projects, entire structure must meet Housing Quality Standard

xi Benefit all income targets including the CDBG LMI requirement to least 51% of the units to LMI households

xii Affirmative Marketing

xiii National Flood Insurance Program

xiv Displacement, relocation, acquisition, and replacement Lead-Based Paint Compliance

xv Fair Housing and Equal Opportunity

xvi. Section 3 (24 CFR Part 135) goals and reporting requirements

xvii. Applicant data reporting as required by the Conciliation Requirement

c Notification in writing of the results of the monitoring activity will be provided to the borrower, with a stated corrective action plan, if one is needed

XIV. FILES AND REPORTS

A The subrecipient will maintain accurate Rental Program files and records for general administration activities, for each development and tenant for a period of ten (10) years as required by the TDHCA Such files will be open for inspection to TDHCA or any of its duly authorized representatives, or funding source representatives

XV. CHANGES, WAIVERS, AND/OR CONFLICTS

A The subrecipient has the right to change, modify, waive, or revoke all or any part of these guidelines, with the prior written approval of TDHCA.

PART B – SINGLE FAMILY RENTAL PROGRAM

A single family rental program's goal is to restore existing neighborhoods and to increase the affordable rental stock in a community affected by Hurricanes Ike or Dolly Applicants receiving CDBG Disaster Recovery funds to rehabilitate or reconstruct damaged properties agree to lease the rental units to low-moderate income households (80% of Area Median Income or less) at restricted rents. Rents must comply with the High HOME rent limits

The CDBG funds are provided in the form of a forgivable loan / grant.

I. TYPES AND AMOUNT OF ASSISTANCE

A The subrecipient will develop a process to accept applications for funding to serve low, very low, extremely low and moderate-income households Funding priorities will be developed in a manner that affirmatively furthers fair housing objectives.

B The maximum award cap under the Single Family Rental Program is based on the number of bedrooms in the rental unit. The exact award will depend upon the amount of storm damage, the cost of rehabilitation or reconstruction up to maximum award amount When a rental unit is assisted with disaster recovery funds, the entire unit must be brought up to Housing Quality Standards (HQS) Eligible costs include hard costs for construction and soft costs associated with repair or construction of rental units plus other costs permissible under 24 CFR 570

Table A Maximum Awards

	One Bedroom	Two Bedrooms	Three Bedrooms
Max award	$50,000	$60,000	$70,000

II. PROPERTY ELIGIBILITY

A All properties must be located within the jurisdiction of the subrecipient and sustained damage from Hurricane Ike or Dolly.

B Properties maybe rehabilitated, or replaced by reconstruction or new construction of the dwelling.

C. Single Family, detached dwellings are eligible for assistance and must contain between one and three bedrooms at a minimum, priority is given properties with three or more bedrooms Condominiums, townhomes, duplexes, triplexes or four-plexes are not eligible.

D Any subrecipient that intends to offer an Affordable Single Family Rental Program must develop an application process to fund rehabilitation of existing multifamily housing developments or replacement of damaged units through reconstruction or new construction. Projects evaluated for awards are evaluated according to the priorities established in the application.

E Upon completion, the single family homes must meet Housing Quality Standards and benefit low-moderate income persons earning 80% or less of Area Median Income as defined by HUD and detailed in the Housing and Community Development Act of 1974 (HCDA) Title I, 105(a)

F The rent for the unit occupied by the low-moderate income household must be occupied at affordable rents The units occupied low-moderate income households must comply with the High HOME rent limits published by TDHCA under the HOME program through the affordability period Compliance with rent limits is calculated in the same manner as the HOME program.

G Units do not have to be rental stock prior to application for assistance, however must be rented to certified LMI households if awarded repair or replacement funds

H Housing units located where federal assistance is not permitted by the Coastal Barriers Resource Act or within runway clear zones of either a civil of military airport are not eligible

I Each property must currently have access to water, electricity, and sewer or septic service, or hookups to provide those services

J The on-going maintenance of hazard and flood insurance is a program requirement where applicable

III. PARTICIPANT ELIGIBILITY REQUIREMENTS

A Individual owners with fee simple title to the property are eligible to participate.

B The owner must be in good standing with any loans on the property or in default or negative collection actions on any current or previous loans.

C The property taxes must be current on the property

D The owner of the property may be "debarred" from the federal and state debarment lists, in accordance with 24 CFR §570 609, as well as other applicable laws

E The owner must provide a complete listing with addresses of other rental properties currently owned or managed

F All applicants must not owe any child support payment(s) under any court order

a. If an applicant is not current on child support payments, that member will be required to enter into a payment plan and must supply a copy of the payment plan signed by all applicable parties, along with documentation that they are current on their payment plan. The required forms and instructions can be found under Homeowner Assistance Forms at: http://www.tdhca.state.tx.us/cdbg/ike-and-Dolly/forms/index.htm.

IV. SELECTION CRITERIA

A Any subrecipient that intends to offer a Single Family Rental Program must develop an application process The application process should identify the properties that provide the greatest benefit to the community with the greatest need Applications will be developed with criteria to allow the subrecipient to determine which projects meet the housing goals and objectives of the community as well as affirmatively further fair housing objectives.

B Criteria developed by the subrecipient to identify projects providing the greatest benefit to

a. To expand the affordable housing stock priority is given to vacant units in a condition that is not suitable for occupancy

b To encourage a vested interest in the projects, priority is given to projects where the landlord contributes at least 25% of the funds necessary to repair the property

c To encourage housing for families, priority is given to projects with three bedrooms or more.

d. Projects near public transportation, shopping and schools are considered in the point structure Near is defined as within a 2 mile radius.

e Single family rental structures must comply with Texas Government Code, Section 2306.154

V. PROGRAM REQUIREMENTS

A Housing assistance funds must satisfy four levels of eligibility requirements.

a The property must meet eligibility requirements listed under Section II. The property must require repair, rehabilitation or reconstruction and the owner must provide documentation or third party inspections to support storm damage

b The property must pass a federally required environmental review

c Rehabilitation or construction activities. A Property Condition Assessment must be conducted by a third party. The work write up must be completed in sufficient detail to obtain bids or cost estimates Rehabilitation of the residence must bring the property into compliance with local health, safety and building codes and pass a Housing Quality Standards inspection. The project costs must be reasonable and typical in the current marketplace for projects of similar scope Plans and specifications must be submitted for replacement units.

d The project must comply with all applicable federal and state requirements

VI. UNDERWRITING

A. The subrecipient will determine the type of feasibility or underwriting process required for Single Family projects

VII. ENVIRONMENTAL REVIEW

A The environmental review is a separate and distinct review from any other review Other previously performed (or applicant-provided) environmental reviews will not satisfy the requirements Be aware that applicants are prohibited from beginning repairs, rehabilitation or reconstruction until they receive their SRRAP loans

a There are three potential steps to the review·

i Step 1 – Initial Review. An environmental assessor will visit the property The assessor will take photos and possibly measurements of the property from the street They will collect tax information in order to determine the

date of construction of structures on the property Applicants do not need to be present for this visit

ii. Step 2 – Issue Analysis. If the Initial Review reveals a potential environmental issue, further analysis will be required This analysis may require follow-up site visits or additional research. TDHCA will schedule required follow-up visits in order to perform the necessary analysis Applicants will be notified if they are required to be present for these follow-up visits.

iii Step 3 – Issue Mitigation Any issue that cannot be cleared through Issue Analysis will need to be mitigated before environmental clearance is granted TDHCA will not pay for mitigation of any issue identified during the environmental review, however, applicants will be told what is required and may choose to mitigate the issue or withdraw from the SRRAP All mitigation must be completed within the timeframe specified by TDHCA Examples of mitigation include making modifications to the building plans, moving the building site, or obtaining special permits for the property

VIII. CONSTRUCTION

A For Rehabilitation the properties must comply with local building codes, and the entire structure must comply with local health and safety codes and standards, and housing quality standards (HQS).

B. For reconstruction including newly constructed homes, the entire structure must be in compliance with building codes and zoning ordinances and applicable construction or livability standards after assistance including

a Energy standards as verified by a RESCHECK ™ certification The certification must be available in the file prior to purchase

b The IRC as 11 of the IRC as required by Chapter 388 of the Health and Safety Code as applicable.

C The project costs must be "reasonable and customary" as determined by an acceptable, independent third party report or considered reasonable as documented by a bidding process

D Under the Rehabilitation Program, any housing unit built before 1978 must be inspected for hazards associated with the presence of lead-based paint or may be presumed to have lead-based paint hazards Proof of notifications, work completed and clearance examination must be available.

E Under the Rehabilitation Program, any housing unit must be in compliance with Section 31 of the Federal Fire Prevention Control Act of 1974 which requires that any housing unit rehabilitated with Department funds be protected by a hard-wired or battery-operated smoke detector

F Reconstructed or new construction must comply with Texas Government Code 2306 514.

G. Ten percent (10%) of each draw will be held as retainage until satisfactory completion of the project

IX. COMPLIANCE

A In exchange for the loan award, each applicant agrees to comply with all LURA terms and requirements as a rental landlord.

X. LAND USE RESTRICTION

A A Land Use Restriction Agreement (LURA) will be placed on each SF property receiving disaster funds to repair, construct or reconstruct rental units. The LURA must be approved by TDHCA The LURA must contain a ten (10) year affordability period beginning after closeout of loan or grant and require acceptance of Section 8 housing choice rental vouchers when the owner owns 20 or more single family projects.

B Applicants will be required to sign a Land Use Restriction Agreement (LURA), which sets forth income and rent restrictions applicable to units of affordable rental housing and constituting, with respect to the specific affordable rental housing These documents will be filed with the local county clerk's office in the land records The LURA imposes the requirements on the property for the full loan period of five (5) years.

C The Land Use Restriction Agreement is an officially-filed restriction that ensures the property will remain rent restricted for the full loan period. At the end of the loan period, the restriction will automatically terminate and will no longer be valid or enforceable Since the LURA is "self executing", nothing will need to be filed at the local county clerk's office to show that the loan period has ended If the applicant abides by the terms and conditions of the LURA for the full five (5) year compliance period, the loan will be forgiven and no interest will be charged provided the landlord complies with the LURA requirements

D The Land Use Restriction Agreement will expire on the fifth (5th) anniversary of the later of the issuance of the Certificate of Occupancy or the loan closing

XI. FORGIVABLE LOAN DEFAULT

A Disaster assistance is provided as an unsecured note to landlords receiving rehabilitation or reconstruction assistance

B. Violation of any terms of the LURA will result in a Statement of Noncompliance being issued to the applicant. The notice will state clearly the reasons for noncompliance and will allow the applicant time to correct the non-compliance.

C If the applicant is in default, the amount of loan principal then outstanding (based upon the amount previously forgiven during the 5 year period) shall immediately become due and payable

D Upon default the forgivable loan will immediately convert to an interest-bearing demand note and becomes immediately due and payable

E The due and payable amount will be based upon the unforgiven amount of the loan

F Default occurs at the property level If the unit is found to be non-compliant with the LURA, then the entire property will be considered in default

G. Interest on defaulted loan awards will be set at the London Interbank Offered Rate (LIBOR) plus one percent (1%) Interest will be calculated beginning on the date that the first check is issued.

XII. RELOCATION

A The Developer/Borrower is responsible for the relocation activities related to the project. The Developer / Borrower shall comply with program regulations at 24 CFR §570.606, the Uniform Relocation Assistance and Real Property Policies Act of 1970 ("URA"), as amended, at 49 CFR §24, and §104(d) of the Housing and Community Development Act of 1974, as amended, at 24 CFR §42.

B If applicable, Developer / Borrower shall submit to the subrecipient copies of all documentation relating to URA, including but not limited to, a Relocation Plan with Assurance Letter, Notice to Real Property, Tenant Status Reports, and all Notices with Tenant Acknowledgments as required by the URA

XIII. LANDLORD REQUIREMENTS

A These requirements include

a Leasing all units to tenants that have eligible household incomes (80% AMI or below).

b Charging rents that are at or below High HOME rents

c Following income certification and verification procedures and keeping records on all tenants' income

d Maintaining complete and accurate rent rolls.

e. Renting units in accordance with HUD Fair Housing Standards

B The applicant is responsible for maintaining complete and accurate records for the full period of the loan term These records must fully and completely support the satisfactory completion of all compliance items These records must be provided to the subrecipient or TDHCA upon request.

C Compliance with these terms for the full period of the loan will result in loan forgiveness, leaving the applicant with no obligation to repay the loan or interest on it Failure to comply with terms will lead to non-compliance

AGENDA ITEM #16a

RECEIVED
MAY 30 2012
GALVESTON COUNTY JUDGE

COUNTY OF GALVESTON

Bonnie Hughes
Administrative Specialist
Phone 409-770-5230
FAX 409-621-7976

Office of Justice Administration
600 - 59th Street, Suite 4209
Galveston, Texas 77551

Daniel Downs
Indigent Defense Coordinator
Phone 409-766-2442

Bonita M. Quiroga
Director

May 22, 2012

Mark Henry
County Judge
722 Moody
Galveston, Texas 77550

RE Request for reclassification – Case Management Specialist

Dear Judge Henry,

This position is currently classified as a grade 14 with a starting salary of $33,187 The position became vacation several months ago and was posted as required by Human Resources. There were no qualified applicants. I then went to other agencies looking to recruit their personnel, but was unable to get a qualified person to take the position at the current starting salary

The duties of this position have changed significantly since it was created to manage cases requiring special attention due to mental illness and cases where additional conditions of bond have been ordered. I have attached a copy of the new job description which more accurately describes the duties required of this position. The position is somewhere between a court coordinator and a probation officer The caseload for this position is far greater than a single coordinator as this position serves eight courts Court Coordinators are currently classified at a pay grade 18.

The position is essential in order to monitor additional conditions of bond in D.W.I cases and to insure the public safety. The work performed to insure judicial economy are equally as important The duties assigned this position are high priority issues and the caseload is fast paced and high volume A person with no knowledge of the court system could not do this job

I have reviewed the current job requirements with Mrs. Piveral and she is in agreement the position should be classified at a pay grade 18 with a starting salary of $40,435. The money is currently available in our budget Because I am unable to fill this position at the current salary, I would hope the Commissioner's Court would approve the reclassification for FY12

Your consideration is greatly appreciated

Sincerely,

Bonita M. Quiroga
Director

Personnel Adjustment Request

Complete a separate form for each personnel request

FY 2013

Fund No	1101	Department Name	JUSTICE ADMINISTRATION	Today's Date	05/21/2012
Cost Center No	121000	Division Name	JUSTICE ADMINISTRATION	Contact Person	05/21/2012

Purpose (check only one) _____to add a New Position _____to Delete a position

_X_ to change a Title/Grade/Salary _____to increase salary - same grade

A Describe the need for this request (attach a separate narrative)

B. Describe how the work in this department would change if this request is approved (attach a separate narrative)

C Attach Job Description if this is a request for a new position or a request to change a Title/Grade/Salary

D Attach the current Organization Chart for this department and indicate the change that would occur on the chart if this request is approved

E CURRENT POSITION				PROPOSED CHANGE TO CURRENT POSITION				
Pos #	Title	Grade	Budgeted Annual Salary	Proposed Title	Proposed Grade	What is the Maximum In-Hire Rate for this Grade?	Annual Salary Requested	Total Salary Change Requested
006	CASE MGMT SPEC.	14	$ 50,498	CASE MGMT SPEC.	18	$	$50,498	E $ -0-

F BENEFIT cost changes If a change in salary is being requested, complete this section

Object Class	Description	Calculation	Amount
5152102	Medicare FICA Payments (1 55%)	(Salary Change x 0155)	$
5153000	Pension (9 14%)	(Salary Change x 0914)	$
5151000	Group Health ($5,916/year)	($5 916/yr–FTBE/PTBE only)	$
5154000	Alternate Plan (8 765%)	(Salary Change x 08765)	$
		Total Benefits	F $ -0-

G Total of all other additional costs OR savings related to this request such as supplies, travel training equipment or other items

Object Class	Description		
		$	
		Total of all other Costs	G $

H Calculate TOTAL costs/savings related to this request (Add E Total BUDGET Change Requested + F Benefits + G All other additional costs/savings H $ -0-

I If there are any costs related to this request how do you propose to fund this request? (Grant funds reduction of other line items County funds other ?) (attach a narrative)

COUNTY OF GALVESTON

JOB DESCRIPTION

FLSA STATUS: ___ Exempt Pay Pay
_X_ Non-Exempt Grade 18 Step A1

Date Created 10/01/2007 Approved by
Date Revised _____ Approved by

CLASSIFICATION TITLE: Case Management Specialist
DEPARTMENT: District Courts

DESCRIPTION SUMMARY: Works under general direction of the Director of Justice Administration and is responsible for the management of all cases requiring specialized case management and/or separate docketing

ESSENTIAL FUNCTIONS:

1 All assignments associated with the management of pending criminal cases for incarcerated defendants
2 Review all Intoxication cases and make determination on interlock requirements If necessary, prepare addendum to bond and present to court
3 Verify compliance of all bonds requiring the interlock device
4 Set compliance hearings on all cases requiring breathalyzer installation
5 Monitor and analyze all reports/violations from breathalyzer providers
6 Notify District Attorney of all interlock violations with recommendation for bond revocation
7 Attend all compliance hearings (felony and misdemeanor) and provide report of compliance/violations to court
8 Monitor daily jail population and assess case status for movement in the courts or on bond
9 Determine eligibility of all misdemeanor offenders for release on PR bond and make recommendation to magistrate
10 Notify District Attorney of pending misdemeanors not moved after disposition of pending felony case
11 Insure notice to D A of other outstanding cases before defendant is transferred to another holding facility in order to reduce the costs associated with transporting offender back to Galveston Count for disposition of case
12 Supervise position of Case Management Tech
13 Coordinate substitute coordinator(s) for all courts
14 Coordinate daily magistrate settings, both misdemeanor and felony
15 Prepare magistrate documents and notify jail of which offenders need to be present for the magistrate setting
16 Prepare jail docket and notify both D A and jail of which offenders will be present
17 Manage separate docket of all misdemeanor cases where defendant is incarcerated (unless set for trial)
18 Coordinate plea settings for misdemeanor cases where offender is incarcerated
19 Research and Prepare Reports to Court of cases with no future hearing date in order to insure movement of cases
20 Prepare and deliver pauper's oath from indigent offenders to the courts for appointment of attorney
21 Coordinate language interpreter on jail cases in order to expedite the case through the court system
22 Monitor status of court ordered services (i e psych reports, etc) that might prolong jail time for misdemeanor offenders
23 Read and answer (in general terms) in written form, all mail from incarcerated offenders as it relates to the management of pending cases
24 Prepare all documents for daily magistrate court and assist Magistrate during court
25 Appoint attorney in companion cases in compliance with the Local Rules-Judicial Economy
26 Research, Analyze and Prepare statistical reports for Justice Administration, daily and monthly
27 Notify all incarcerated defendants of their court appointed attorneys name and contact information
28 Maintain electronic list of outstanding case issues with electronic notice to follow up
29 Responsible for insuring that all "special needs" case court files are marked properly and that both the attorney and court are aware of such
30 Acting Court Coordinator, when necessary
31 Read, know and understand the statutes, requirements relating to indigent defense as defined by the Texas Indigent Task Force
32 Other duties as assigned

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE: High School Diploma, or equivalent

KNOWLEDGE, SKILLS & ABILITIES:

Must have an understanding of all local, state, and federal laws, typing speed of 40 wpm, ability to operate and maintain records on computer, ability to use various computer software packages, ability to make mathematical calculations, ability to compose original correspondence, spreadsheets, forms, and charts, must effectively communicate with people of diverse cultural and educational backgrounds, ability to adhere to multiple job assignments requested by more than one individual, and prioritize assignments to meet deadlines, ability to work independently in the absence of specific instructions or supervision, ability to work with small office team under hurried and pressured conditions Ability to work with persons who may be aggressive, mentally ill, difficult, offensive, etc Ability to maintain confidentiality

PHYSICAL DEMANDS AND WORKING CONDITIONS

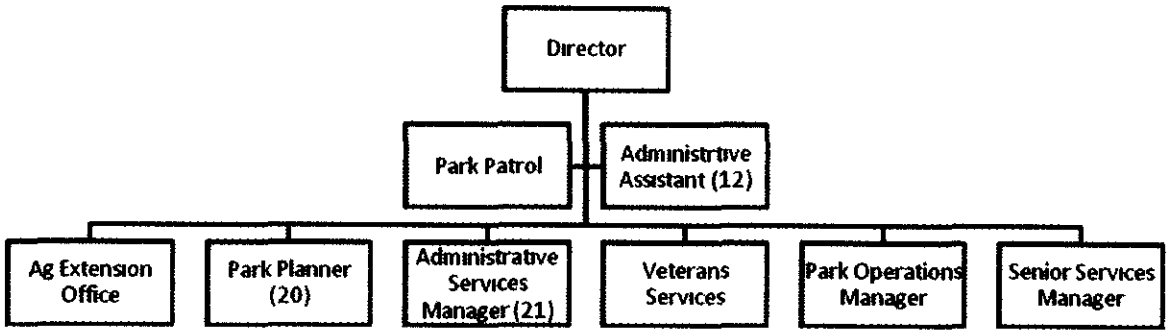
-ability to sit for long periods of time
-ability to lift up to 20 pounds
-ability to reach, i e extend hands and arms in any direction
-ability to grasp, i e applying pressure to an object with the fingers and palm
-ability to speak -- expressing or exchanging ideas by means of the spoken work
-ability to hear
-ability to handle pressure
-ability to travel long distances between offices

SPECIAL REQUIREMENTS:

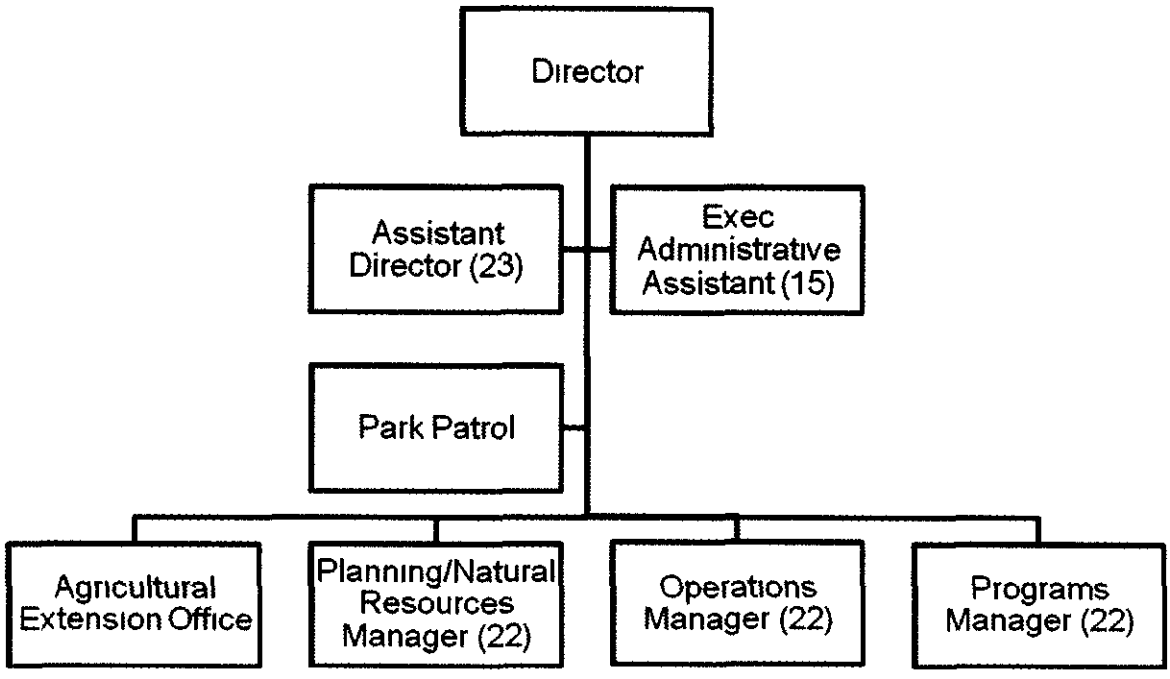
-ability to adapt to a governmental environment
-subject to criminal history check
-must have a valid Texas driver's license, may be required to work more than 40 hours during the workweek.

AGENDA ITEM #17a

Existing Parks and Senior Services Department



Proposed Parks and Senior Services Department



AGENDA ITEM #18a1

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

June 5, 2012

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

Re: Bid #B122023, Motor Fuels, Oils, Fluids & Greases

Gentlemen,

On May 22, 2012 bids were opened for Bid #B122023, Motor Fuels, Oils, Fluids & Greases, at which time five bids were received from the following companies.

• Bay Oil Company Corporation	Dickinson, Texas
• Sun Coast Resources, Inc	Houston, Texas
• Oil Patch – Brazos Valley	Angleton, Texas
• Houston-Pasadena Apache Oil Co., LP	Pasadena, Texas
• Petroleum Traders Corporation	Fort Wayne, Indiana

It is recommended that you award this bid to the lowest bidder, Bay Oil Company Corporation

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, 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: May 30, 2012

To: Rufus Crowder
Purchasing Agent

From: Layne Harding
Road Administrator

Re **Bid# B122023 – Motor Fuels & Oils**

In reference to the above bid for Motor Fuels & Oils, I recommend awarding the bid to Bay Oil Ltd This bid had the most consistent low line items for fuel and oil

Thank you for your assistance in obtaining this bid

LH/djs

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G MARSHALL, JR
DIRECTOR June 5, 2012
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A Dill

Rufus Crowder, CPPO
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re· Bids for Motor Fuels, Oils, Fluids and Greases

Dear Rufus·

The following listed bid for Motor Fuels, Oils, Fluids and Greases, which was opened on May 22, 2012 at 2 00 pm, appears to be the lowest bid received and I am requesting that we accept this bid

Bid# B122023 Bay Oil Company

At present, I have four, 500 gallons jet fuel tanks that belong to Sun Coast Resources, Inc I am going to need additional time to drain the jet fuel currently in the tanks to the new fuel tanks that are to be provided from Bay Oil Company It is important that the tanks provided by Bay Oil Company must be STAINLESS STEEL tanks, no substitutes

Thank you for your assistance in this matter

Respectfully,

John G Marshall, Director
Galveston County Mosquito Control District

BID RESPONSE TABULATION
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

BID #. B122023
OPEN: 05/22/2012
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 021360 BAY OIL CO CORP		Vendor 405722 SUN COAST RESOURCES INC		Vendor 704681 HOUSTON-PASADENA APACHE	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 33	165 00	0 45	225 00
0002	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1,500	GL	0 09	135 00	0 14	210 00	0 12	180 00
0003	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3,000	GL	0 05	150 00	0 08	240 00	0 05	165 00
0004	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 05	200 00	0 06	240 00	0 04	178 00
0005	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6,000	GL	0 03	180 00	0 05	330 00	0 03	219 00

BID RESPONSE TABULATION
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2 00 PM

0006	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 33	165 00	0 45	225 00
0007	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1,500	GL	0 09	135 00	0 14	210 00	0 12	180 00
0008	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3,000	GL	0 06	180 00	0 08	240 00	0 05	165 00
0009	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 04	160 00	0 06	240 00	0 04	178 00
0010	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6,000	GL	0 02	150 00	0 05	330 00	0 03	219 00
0011	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 33	165 00	0 45	225 00
0012	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HYW 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1,500	GL	0 09	135 00	0 14	210 00	0 12	180 00

BID RESPONSE TABULATION
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

0013	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3,000	GL	0 06	180 00	0 08	240 00	0 05	165 00
0014	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 02	80 00	0 06	240 00	0 04	178 00
0015	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6,000	GL	0 03	180 00	0 05	330 00	0 03	219 00
0016	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL	0 49	245 00	0 55	275 00	0 45	225 00
0017	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON DELIVERY	1,500	GL	0 30	450 00	0 27	405 00	0 12	180 00
0018	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 1501 - 3000 GALLON DELIVERY	3,000	GL	0 15	450 00	0 12	360 00	0 05	165 00
0019	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 06	240 00	0 09	360 00	0 04	178 00

BID RESPONSE TABULATION
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN. 05/22/2012
2:00 PM

0020	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6,000	GL	0 05	300 00	0 08	480 00	0 03	219 00
0021	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL	0 49	245 00	0 55	275 00	0 45	225 00
0022	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON	1,500	GL	0 27	405 00	0 27	405 00	0 12	180 00
0023	40515	UNLEADED PLUS (MIDGRAGE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 1501 - 3000 GALLON DELIVERY	3,000	GL	0 10	300 00	0 12	360 00	0 05	165 00
0024	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 400+ GALLON DELIVERY	4,000	GL	0 06	240 00	0 09	360 00	0 04	178 00
0025	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6,000	GL	0 06	360 00	0 08	480 00	0 03	219 00
0026	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL	0 49	245 00	0 55	275 00	0 45	225 00

BID RESPONSE TABULATION
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

0027	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON DELIVERY	1,500	GL	0 25	375 00	0 27	405 00	0 12	180 00
0028	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 1501 - 3000 GALLON DELIVERY	3,000	GL	0 10	300 00	0 12	360 00	0 05	165 00
0029	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 09	360 00	0 09	360 00	0 04	178 00
0030	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6,000	GL	0 04	240 00	0 08	480 00	0 03	219 00
0031	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 33	165 00	0 45	225 00
0032	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 501 - 1500 GALLON DELIVERY	1,500	GL	0 09	135 00	0 14	210 00	0 12	180 00
0033	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590	3,000	GL	0 05	150 00	0 08	240 00	0 05	165 00

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0034	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 05	200 00	0 06	240 00	0 04	178 00
0035	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 6000+ GALLON DELIVERY	6,000	GL	0 02	150 00	0 05	330 00	0 03	219 00
0036	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 33	165 00	0 45	225 00
0037	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 501 - 1500 GALLON DELIVERED	1,500	GL	0 09	135 00	0 14	210 00	0 12	180 00
0038	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 1501 - 3000 GALLON DELIVERY	3,000	GL	0 04	120 00	0 08	240 00	0 05	165 00
0039	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 04	160 00	0 06	240 00	0 04	178 00
0040	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 6000+ GALLON DELIVERY	6,000	GL	0 03	180 00	0 05	330 00	0 03	219 00
0041	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SSANTA FE, TX 77510 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 33	165 00	0 45	225 00

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0042	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 501 - 1500 GALLON DELIVERY	1,500	GL	0 09	135 00	0 14	210 00	0 12	180 00
0043	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 33	165 00	0 05	27 50
0044	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 501 - 1500 GALLON DELIVERY	1,500	GL	0 09	135 00	0 14	210 00	0 04	66 75
0045	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO EDDIE BARR CRYSTAL BEACH ANNEX 1750 HWY 87 CRYSTAL BEACH, TX 77650 0 - 500 GALLON DELIVERY	500	GL	0 49	245 00	0 55	275 00	0 60	300 00
0046	40515	55 GALLON CHEVRON DELO HD MOTOR OIL EQUIVALENT	1	DR	467 45	467 45	766.15	766 15	539 00	539 00
0047	40515	55 GALLON ARCO DUR A W46 HYDRAULIC OI EQUIVALENT	1	DR	410 08	410 08	501 05	501 05	328 65	328 65
0048	40515	55 GALLON ARCO MULTIPURPOSE ATF OR EQUIVALENT	1	DR	433 69	433 69	564 30	564 30	399 00	399 00
0049	40515	55 GALLON ARCO FLEET S3 PLUS 40 WT MOT OIL OR EQUIVALENT	1	DR	425 15	425 15	617 65	617 65	477 95	477 95

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0050	40515	55 GALLON CHEVRON DELO HD MOTOR OIL OR EQUIVALENT	1	DR	500 56	500 56	699 05	699 05	663 85	663 85
0051	40515	400 POUND DRUM ARCO HD GEAR OIL 85W 14 EQUIVALENT	1	DR	509 48	509 48	772 00	772 00	515 90	515 90
0052	40515	55 GALLON CHEVRON 150 46 HYD OIL	1	DR	410 08	410 08	501 05	501 05	497 74	497 74
0053	40515	55 GALLON CHEVRON THF 1000 OR EQUIVAL	1	DR	411 98	411 98	627 55	627 55	476 30	476 30
0054	40515	120 LB KEC ARCO LITHOLINIE HEP2 OR EEQUIVALENT	1	DR	216 80	216 80	936 00	936 00	212 44	212 44
0055	40515	55 GALLON CHEVRON DELO 40WT	1	DR	425 15	425 15	766 15	766 15	562 10	562 10
0056	40515	55 GALLON CHEVRON DELO SYNTH TF	1	DR	436 52	436 52	1,608 75	1,608 75	1,496 88	1,496 88
0057	40515	55 GALLON CHEVRON LUBE OIL FM100	1	DR	1,017 04	1,017 04	1,202 30	1,202 30	933 75	933 75
0058	40515	55 GALLON CHEVRON ATF MD3	1	DR	433 69	433 69	564 30	564 30	555 50	555 50
0059	40515	55 GALLON CHEVRON DRIVE TRAIN 10	1	DR	381 15	381 15	769 45	769 45	765 28	765 28
0060	40515	55 GALLON CHEVRON GEAR LUBE COMPOUN ISO 220 OR EQUIVALENT	1	DR	768 85	768 85	784 00	784 00	668 13	668 13
0061	40515	SCHAEFFER MOLY ULTRA 800 EP NO 2 OR EQUIVALENT	120	LB	2 15	258 00	3 67	440 40	2 98	357 60
0062	40515	SUNOCO ULTRA PRESTIGE 2 EP OR EQUIVAL	120	LB	2 15	258 00	2 61	313 20	2 44	292 80
0063	40515	CHEVRON MUTISAK EP2 OR EQUIVALENT	120	LB	2 15	258 00	2 33	279 60	2 36	283 20

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0064	40515	400 POUND CHEVRON RPM UNIVERSAL GL5 8 OR EQUIVALENT	1	DR	428 97	428 97	772 00	772 00	709 50	709 50
0065	40515	55 GALLON ANTIFREEZE	1	DR	258 56	258 56	487 30	487 30	288 75	288 75
0066	40515	55 GALLON CHEVRON SUPREME SAE 10 W 40 MOTOR OIL OR EQUIVALENT	1	DR	500 56	500 56	695 20	695 20	603 35	603 35
0067	40515	HIGH SULFUR DIESEL DELIVERED TO GALVE COUNTY COURTHOUSE 722 MOODY CENTRAL PLANT GALVESTON,T 0 - 3000 GALLON DELIVERY	300	GL	0 10	30 00	0 75	225 00	0 90	270 00
0068	40515	HIGH SULFUR DIESEL DELIVERED TO EDDIE ANNEX 174 NOBLE CARL ROAD (CRYSTAL BEACH A CRYSTAL BEACH, TX 77650 0 - 1500 GALLON DELIVERY	1,500	GL	0 25	375 00	0 27	405 00	0 20	300 00
0069	40515	#2 LOW SULFUR DIESEL DELIVERED TO JUST CENTER CENTRAL PLANT 5900 AVENUE H GALVESTON, TX 77551 0 - 10000 GALLON DELIVERY	10,000	GL	0 03	300 00	0 00	0 00	0 04	465 00
0070	40515	HIGH SULFUR DIESEL DELIVERED TO JUSTIC CENTER CENTRAL PLANT 5900 AVENUE H GALVESTON, TX 77551 0 - 10000 GALLON DELIVERY	10,000	GL	0 03	300 00	0 00	0 00	0 04	465 00
0071	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY COURTHOUSE CENTR PLANT 722 MOODY GALVESTON, TEXAS 77551 0 - 3000 GALLON DELIVERY	3,000	GL	0 10	300 00	0 08	240 00	0 10	300 00

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0072	40515	#2 LOW SULFUR DIESEL DELIVERED TO EMERGENCY MANAGEMENT FACILITY 1353 FM 646 DICKINSON, TX 77539 0 - 7000 GALLON DELIVERY	7,000	GL	0 03	210 00	0 06	420 00	0 04	325 50
0073	40515	#2 LOW SULFUR DIESEL DELIVERED TO JUVENILE DETENTION CENTER 6101 ATTWATER AVENUE DICKINSON, TX 77 0 - 230 GALLON DELIVERY	230	GL	0 50	115 00	0 85	195 50	0 90	207 00
0074	40515	#2 LOW SULFUR DIESEL DELIVERED TO LEA CITY ANNEX 174 CALDER ROAD LEAGUE CITY, TX 77573 0 - 3000 GALLON DELIVERY	3,000	GL	0 10	300 00	0 08	240 00	0 10	300 00
0075	40515	#2 LOW SULFUR DIESEL DELIVERED TO A C 1620 GILL ROAD DICKINSON, TX 77539	3,000	GL	0 10	300 00	0 08	240 00	0 12	360 00
0076	40515	JET A AVIATION FUEL	500	GL	0 21	105 00	0 45	225 00	0 00	0 00
0077	40515	#2 LOW SULFUR DIESEL DELIVERED TO FIRE STATION #5 5728 AVENUE GALVESTON, TX 77551 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 45	225 00	0 60	300 00
0078	40515	#2 LOW SULFUR DIESEL DELIVERED TO MID COUNTY ANNEX 9850 EMMETT F LOWRY TEXAS CITY, TX 775 0 - 2000 GALLON DELIVERY	2,000	GL	0 05	100 00	0 12	240 00	0 15	300 00
0079	40515	#2 LOW SULFUR DIESEL DELIVERED TO ANI RESOURCE CENTER 3412 LOOP 197 NORTH TEXAS CITY, TX 77590 0 - 1000 GALLON DELIVERY	1,000	GL	0 09	90 00	0 25	250 00	0 29	290 00

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0080	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 45	225 00	0 60	300 00
0081	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 501 - 1500 GALLON DELIVERY	1,500	GL	0 09	135 00	0 15	225 00	0 20	300 00
0082	40515	#2 SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 1501 - 3000 GALLON DELIVERY	3,000	GL	0 05	150 00	0 09	270 00	0 10	300 00
0083	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 3001 - 4000+ GALLON DELIVEREY	4,000	GL	0 05	200 00	0 07	280 00	0 07	300 00
0084	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550	6,000	GL	0 02	150 00	0 06	360 00	0 05	300 00
0085	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 0 - 500 GALLON DELIVERY	500	GL	0 21	105 00	0 45	225 00	0 60	300 00
0086	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 501 - 1500 GALLON DELIVERY	1,500	GL	0 09	135 00	0 15	225 00	0 20	300 00

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0087	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 1501 - 3000 GALLON DELIVERY	3,000	GL	0 05	150 00	0 09	270 00	0 10	300 00
0088	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 05	200 00	0 07	280 00	0 07	300 00
0089	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 6000+ GALLON DELIVERY	6,000	GL	0 02	150 00	0 06	360 00	0 05	300 00
0090	40515	55 GALLON CHEVRON MOTOR OIL 5W20 OR EQUIVALENT	1	DR	456 62	456 62	646 25	646 25	499 95	499 95
				Total of all Items		**22,876.38**		**33,529.20**		**27,545.37**

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Item	Product Cod	Description	Quantity	Units	Vendor 706494 OIL PATCH BRAZOS VALLEY IN		Vendor 714558 PETROLEUM TRADERS CORPO		Vendor.	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0002	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0003	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0004	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0005	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	0 00	48 60	0 00	0 00

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0006	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0007	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0008	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0009	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0010	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	-0 00	-7 80	0 00	0 00
0011	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0012	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HYW 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00

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0013	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0014	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0015	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	0 01	110 40	0 00	0 00
0016	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0017	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0018	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0019	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00

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0020	40515	UNLEADED GASOLINE DELIVERED TO ROAD BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	0 06	403 20	0 00	0 00
0021	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0022	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0023	40515	UNLEADED PLUS (MIDGRAGE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0024	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 400+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0025	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	0 06	403 20	0 00	0 00
0026	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00

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0027	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0028	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0029	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0030	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	0 06	417 00	0 00	0 00
0031	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0032	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0033	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00

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0034	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0035	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	0 02	135 00	0 00	0 00
0036	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0037	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 501 - 1500 GALLON DELIVERED	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0038	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0039	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0040	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC 1100 LEVY ROAD LA MARQUE, TX 77568 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	0 02	124 20	0 00	0 00
0041	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SSANTA FE, TX 77510 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

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0042	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0043	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0044	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0045	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TC EDDIE BARR CRYSTAL BEACH ANNEX 1750 HWY 87 CRYSTAL BEACH, TX 77650 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0046	40515	55 GALLON CHEVRON DELO HD MOTOR OIL EQUIVALENT	1	DR	658 90	658 90	0 00	0 00	0 00	0 00
0047	40515	55 GALLON ARCO DUR A W46 HYDRAULIC OI EQUIVALENT	1	DR	448 80	448 80	0 00	0 00	0 00	0 00
0048	40515	55 GALLON ARCO MULTIPURPOSE ATF OR EQUIVALENT	1	DR	532 18	532 18	0 00	0 00	0 00	0 00
0049	40515	55 GALLON ARCO FLEET S3 PLUS 40 WT MOT OIL OR EQUIVALENT	1	DR	604 45	604 45	0 00	0 00	0 00	0 00

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MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

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0050	40515	55 GALLON CHEVRON DELO HD MOTOR OIL OR EQUIVALENT	1	DR	573 10	573 10	0 00	0 00	0 00	0 00
0051	40515	400 POUND DRUM ARCO HD GEAR OIL 85W 1- EQUIVALENT	1	DR	794 00	794 00	0 00	0 00	0 00	0 00
0052	40515	55 GALLON CHEVRON 150 46 HYD OIL	1	DR	604 45	604 45	0 00	0 00	0 00	0 00
0053	40515	55 GALLON CHEVRON THF 1000 OR EQUIVAL	1	DR	646 25	646 25	0 00	0 00	0 00	0.00
0054	40515	120 LB KEC ARCO LITHOLINIE HEP2 OR EEQUIVALENT	1	DR	312 00	312 00	0 00	0 00	0 00	0 00
0055	40515	55 GALLON CHEVRON DELO 40WT	1	DR	604 45	604 45	0 00	0 00	0 00	0 00
0056	40515	55 GALLON CHEVRON DELO SYNTH TF	1	DR	1,698 00	1,698 00	0 00	0 00	0 00	0 00
0057	40515	55 GALLON CHEVRON LUBE OIL FM100	1	DR	1,320 00	1,320 00	0 00	0 00	0 00	0 00
0058	40515	55 GALLON CHEVRON ATF MD3	1	DR	556.60	556 60	0 00	0 00	0 00	0 00
0059	40515	55 GALLON CHEVRON DRIVE TRAIN 10	1	DR	814 00	814 00	0 00	0 00	0 00	0 00
0060	40515	55 GALLON CHEVRON GEAR LUBE COMPOUN ISO 220 OR EQUIVALENT	1	DR	858 00	858 00	0 00	0 00	0 00	0 00
0061	40515	SCHAEFFER MOLY ULTRA 800 EP NO 2 OR EQUIVALENT	120	LB	4 12	494 40	0 00	0 00	0 00	0 00
0062	40515	SUNOCO ULTRA PRESTIGE 2 EP OR EQUIVAL	120	LB	2 70	324 00	0 00	0 00	0 00	0 00
0063	40515	CHEVRON MUTISAK EP2 OR EQUIVALENT	120	LB	2 60	312 00	0 00	0 00	0 00	0 00

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GALVESTON COUNTY, TEXAS

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0064	40515	400 POUND CHEVRON RPM UNIVERSAL GL5 8 OR EQUIVALENT	1	DR	796 00	796 00	0 00	0 00	0 00	0 00
0065	40515	55 GALLON ANTIFREEZE	1	DR	984 55	984 55	0 00	0 00	0 00	0 00
0066	40515	55 GALLON CHEVRON SUPREME SAE 10 W 40 MOTOR OIL OR EQUIVALENT	1	DR	667 70	667 70	0 00	0 00	0 00	0 00
0067	40515	HIGH SULFUR DIESEL DELIVERED TO GALVE COUNTY COURTHOUSE 722 MOODY CENTRAL PLANT GALVESTON,T 0 - 3000 GALLON DELIVERY	300	GL	0 22	68 85	0 00	0 00	0 00	0 00
0068	40515	HIGH SULFUR DIESEL DELIVERED TO EDDIE ANNEX 174 NOBLE CARL ROAD (CRYSTAL BEACH AI CRYSTAL BEACH, TX 77650 0 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0069	40515	#2 LOW SULFUR DIESEL DELIVERED TO JUST CENTER CENTRAL PLANT 5900 AVENUE H GALVESTON, TX 77551 0 - 10000 GALLON DELIVERY	10,000	GL	0 03	395 00	0 01	161 00	0 00	0 00
0070	40515	HIGH SULFUR DIESEL DELIVERED TO JUSTIC CENTER CENTRAL PLANT 5900 AVENUE H GALVESTON, TX 77551 0 - 10000 GALLON DELIVERY	10,000	GL	0 03	395 00	0 02	203 00	0 00	0 00
0071	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY COURTHOUSE CENTR PLANT 722 MOODY GALVESTON, TEXAS 77551 0 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00

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GALVESTON COUNTY, TEXAS

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0072	40515	#2 LOW SULFUR DIESEL DELIVERED TO EMERGENCY MANAGEMENT FACILITY 1353 FM 646 DICKINSON, TX 77539 0 - 7000 GALLON DELIVERY	7,000	GL	0 03	276 50	0 01	93 80	0 00	0 00
0073	40515	#2 LOW SULFUR DIESEL DELIVERED TO JUVENILE DETENTION CENTER 6101 ATTWATER AVENUE DICKINSON, TX 77 0 - 230 GALLON DELIVERY	230	GL	0 22	52 78	0 00	0 00	0 00	0 00
0074	40515	#2 LOW SULFUR DIESEL DELIVERED TO LEA CITY ANNEX 174 CALDER ROAD LEAGUE CITY, TX 77573 0 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0075	40515	#2 LOW SULFUR DIESEL DELIVERED TO A C 1620 GILL ROAD DICKINSON, TX 77539	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0076	40515	JET A AVIATION FUEL	500	GL	0 00	0 00	0 00	0 00	0 00	0 00
0077	40515	#2 LOW SULFUR DIESEL DELIVERED TO FIRE STATION #5 5728 AVENUE GALVESTON, TX 77551 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0078	40515	#2 LOW SULFUR DIESEL DELIVERED TO MID COUNTY ANNEX 9850 EMMETT F LOWRY TEXAS CITY, TX 775 0 - 2000 GALLON DELIVERY	2,000	GL	0 12	259 00	0 00	0 00	0 00	0 00
0079	40515	#2 LOW SULFUR DIESEL DELIVERED TO ANI RESOURCE CENTER 3412 LOOP 197 NORTH TEXAS CITY, TX 77590 0 - 1000 GALLON DELIVERY	1,000	GL	0 11	119 50	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

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0080	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0081	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 501 - 1500 GALLON DELIVERY	1,500	GL	0 19	299 25	0 00	0 00	0 00	0 00
0082	40515	#2 SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0083	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 3001 - 4000+ GALLON DELIVEREY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0084	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550	6,000	GL	0 03	237 00	0 02	155 40	0 00	0 00
0085	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 0 - 500 GALLON DELIVERY	500	GL	0 22	114 75	0 00	0 00	0 00	0 00
0086	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 501 - 1500 GALLON DELIVERY	1,500	GL	0 11	179 25	0 00	0 00	0 00	0 00

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MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

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0087	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 1501 - 3000 GALLON DELIVERY	3,000	GL	0 11	358 50	0 00	0 00	0 00	0 00
0088	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 3001 - 4000+ GALLON DELIVERY	4,000	GL	0 10	438 00	0 00	0 00	0 00	0 00
0089	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACI 601 54TH STREET GALVESTON, TX 77550 6000+ GALLON DELIVERY	6,000	GL	0 03	237 00	0 02	155 40	0 00	0 00
0090	40515	55 GALLON CHEVRON MOTOR OIL 5W20 OR EQUIVALENT	1	DR	10 62	10 62	0 00	0 00	0 00	0 00
				Total of all Items		**32,968.33**		**2,402.40**		**0.00**

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BID SHEET

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 22,877.73

OPTIONS TO RENEV 2 Extensions/1 Year Options

Kevin L Quick
WITNESS

5/18/12
DATE

Bay Oil Company
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jake Massico
PRINTED NAME

Sales Manager
TITLE

2201 fm 517 East
CORRESPONDENCE ADDRESS

Dickinson, TX 77539
CITY, STATE ZIP CODE

74-1699453
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

2201 fm 517 East
REMIT ADDRESS

Dickinson, TX 77539
CITY, STATE ZIP CODE

281-337-4673
TELEPHONE NUMBER

281-614-5949
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
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VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00
0002	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.09	$ 135.00
0003	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3000	GL		$ 0.05	$ 150.00
0004	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4000	GL		$ 0.05	$ 200.00
0005	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6000	GL		$ 0.03	$ 180.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

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VENDOR ID 021360 BAY OIL CO CORP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00
0007	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.09	$ 135.00
0008	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3000	GL		$ 0.06	$ 180.00
0009	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4000	GL		$ 0.04	$ 160.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

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VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6000	GL		$ 0.025	$ 150.00
0011	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00
0012	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HYW 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.09	$ 135.00
0013	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3000	GL		$ 0.06	$ 180.00
0014	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4000	GL		$ 0.02	$ 80.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

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VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6000	GL		$ 0.03	$ 180.00
0016	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL		$ 0.49	$ 245.00
0017	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.30	$ 450.00
0018	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 1501 - 3000 GALLON DELIVERY	3000	GL		$ 0.15	$ 450.00
0019	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 4000+ GALLON DELIVERY	4000	GL		$ 0.06	$ 240.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

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VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6000	GL		$ 0.05	$ 300.00
0021	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL		$ 0.49	$ 245.00
0022	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON	1500	GL		$ 0.27	$ 405.00
0023	40515	UNLEADED PLUS (MIDGRAGE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 1501 - 3000 GALLON DELIVERY	3000	GL		$ 0.10	$ 300.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

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VENDOR ID 021360 BAY OIL CO CORP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0024	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 400+ GALLON DELIVERY	4000	GL		$ 0.06	$ 240.00
0025	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6000	GL		$ 0.06	$ 360.00
0026	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 0 - 500 GALLON DELIVERY	500	GL		$ 0.49	$ 245.00
0027	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.25	$ 375.00
0028	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650	3000	GL		$ 0.10	$ 300.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

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VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		1501 - 3000 GALLON DELIVERY					
0029	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 3001 - 4000+ GALLON DELIVERY	4000	GL		$ 0.09	$ 360.00
0030	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 724 BROADWAY BOLIVAR, TX 77650 6000+ GALLON DELIVERY	6000	GL		$ 0.04	$ 240.00
0031	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00
0032	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.09	$ 135.00

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GALVESTON COUNTY, TEXAS

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VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0033	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590	3000	GL		$ 0.05	$ 150.00
0034	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 3001 - 4000+ GALLON DELIVERY	4000	GL		$ 0.05	$ 200.00
0035	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 6000+ GALLON DELIVERY	6000	GL		$ 0.025	$ 150.00
0036	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD LA MARQUE, TX 77568 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00
0037	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD LA MARQUE, TX 77568 501 - 1500 GALLON DELIVERED	1500	GL		$ 0.09	$ 135.00

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GALVESTON COUNTY, TEXAS

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Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD LA MARQUE, TX 77568 1501 - 3000 GALLON DELIVERY	3000	GL		$ 0.04	$ 120.00
0039	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD LA MARQUE, TX 77568 3001 - 4000+ GALLON DELIVERY	4000	GL		$ 0.04	$ 160.00
0040	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD LA MARQUE, TX 77568 6000+ GALLON DELIVERY	6000	GL		$ 0.03	$ 180.00
0041	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SSANTA FE, TX 77510 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00
0042	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.09	$ 135.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0043	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00
0044	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO WEST COUNTY SERVICE CENTER 5101 AVENUE H SANTA FE, TX 77510 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.09	$ 135.00
0045	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO EDDIE BARR CRYSTAL BEACH ANNEX 1750 HWY 87 CRYSTAL BEACH, TX 77650 0 - 500 GALLON DELIVERY	500	GL		$ 0.49	$ 245.00
0046	40515	55 GALLON CHEVRON DELO HD MOTOR OIL 30W OR EQUIVALENT	1	DR		$ 467.45	$ 467.45
0047	40515	55 GALLON ARCO DUR A W46 HYDRAULIC OIL OR EQUIVALENT	1	DR		$ 410.08	$ 410.08
0048	40515	55 GALLON ARCO MULTIPURPOSE ATF OR EQUIVALENT	1	DR		$ 433.69	$ 433.69

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0049	40515	55 GALLON ARCO FLEET S3 PLUS 40 WT MOTOR OIL OR EQUIVALENT	1	DR		$ 425.15	$ 425.15
0050	40515	55 GALLON CHEVRON DELO HD MOTOR OIL 15W40 OR EQUIVALENT	1	DR		$ 500.56	$ 500.56
0051	40515	400 POUND DRUM ARCO HD GEAR OIL 85W 140 OR EQUIVALENT	1	DR		$ 509.48	$ 509.48
0052	40515	55 GALLON CHEVRON 150 46 HYD OIL	1	DR		$ 410.08	$ 410.08
0053	40515	55 GALLON CHEVRON THF 1000 OR EQUIVALENT	1	DR		$ 411.98	$ 411.98
0054	40515	120 LB KEC ARCO LITHOLINIE HEP2 OR EEQUIVALENT	1	DR		$ 216.80	$ 216.80
0055	40515	55 GALLON CHEVRON DELO 40WT	1	DR		$ 425.15	$ 425.15
0056	40515	55 GALLON CHEVRON DELO SYNTH TF	1	DR		$ 436.52	$ 436.52

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0057	40515	55 GALLON CHEVRON LUBE OIL FM100	1	DR		$ 1017.04	$ 1017.04
0058	40515	55 GALLON CHEVRON ATF MD3	1	DR		$ 433.69	$ 433.69
0059	40515	55 GALLON CHEVRON DRIVE TRAIN 10	1	DR		$ 381.15	$ 381.15
0060	40515	55 GALLON CHEVRON GEAR LUBE COMPOUND EP ISO 220 OR EQUIVALENT	1	DR		$ 768.85	$ 768.85
0061	40515	SCHAEFFER MOLY ULTRA 800 EP NO 2 OR EQUIVALENT	120	LB		$ 258.45	$ 258.45
0062	40515	SUNOCO ULTRA PRESTIGE 2 EP OR EQUIVALENT	120	LB		$ 258.45	$ 258.45
0063	40515	CHEVRON MUTISAK EP2 OR EQUIVALENT	120	LB		$ 258.45	$ 258.45
0064	40515	400 POUND CHEVRON RPM UNIVERSAL GL5 80W90 OR EQUIVALENT	1	DR		$ 428.97	$ 428.97

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN. 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0065	40515	55 GALLON ANTIFREEZE	1	DR		$ 258.56	$ 258.56
0066	40515	55 GALLON CHEVRON SUPREME SAE 10 W 40 MOTOR OIL OR EQUIVALENT	1	DR		$ 500.56	$ 500.56
0067	40515	HIGH SULFUR DIESEL DELIVERED TO GALVESTON COUNTY COURTHOUSE 722 MOODY CENTRAL PLANT GALVESTON,TX 77550 0 - 3000 GALLON DELIVERY	300	GL		$ 0.10	$ 30.00
0068	40515	HIGH SULFUR DIESEL DELIVERED TO EDDIE BAR ANNEX 174 NOBLE CARL ROAD (CRYSTAL BEACH ANNEX) CRYSTAL BEACH, TX 77650 0 - 1500 GALLON DELIVERY	1500	GL		$ 0.25	$ 375.00
0069	40515	#2 LOW SULFUR DIESEL DELIVERED TO JUSTICE CENTER CENTRAL PLANT 5900 AVENUE H GALVESTON, TX 77551 0 - 10000 GALLON DELIVERY	10000	GL		$ 0.03	$ 300.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0070	40515	HIGH SULFUR DIESEL DELIVERED TO JUSTICE CENTER CENTRAL PLANT 5900 AVENUE H GALVESTON, TX 77551 0 - 10000 GALLON DELIVERY	10000	GL		$ 0.03	$ 300.00
0071	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY COURTHOUSE CENTRAL PLANT 722 MOODY GALVESTON, TEXAS 77551 0 - 3000 GALLON DELIVERY	3000	GL		$ 0.10	$ 300.00
0072	40515	#2 LOW SULFUR DIESEL DELIVERED TO EMERGENCY MANAGEMENT FACILITY 1353 FM 646 DICKINSON, TX 77539 0 - 7000 GALLON DELIVERY	7000	GL		$ 0.03	$ 210.00
0073	40515	#2 LOW SULFUR DIESEL DELIVERED TO JUVENILE DETENTION CENTER 6101 ATTWATER AVENUE DICKINSON, TX 77539 0 - 230 GALLON DELIVERY	230	GL		$ 0.50	$ 115.00
0074	40515	#2 LOW SULFUR DIESEL DELIVERED TO LEAGUE CITY ANNEX 174 CALDER ROAD LEAGUE CITY, TX 77573 0 - 3000 GALLON DELIVERY	3000	GL		$ 0.10	$ 300.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0075	40515	#2 LOW SULFUR DIESEL DELIVERED TO A C T F 1620 GILL ROAD DICKINSON, TX 77539	3000	GL		$ 0.10	$ 300.00
0076	40515	JET A AVIATION FUEL	500	GL		$ 0.21	$ 105.00
0077	40515	#2 LOW SULFUR DIESEL DELIVERED TO FIRE STATION #5 5728 AVENUE GALVESTON, TX 77551 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00
0078	40515	#2 LOW SULFUR DIESEL DELIVERED TO MID COUNTY ANNEX 9850 EMMETT F LOWRY TEXAS CITY, TX 77590 0 - 2000 GALLON DELIVERY	2000	GL		$ 0.05	$ 100.00
0079	40515	#2 LOW SULFUR DIESEL DELIVERED TO ANIMAL RESOURCE CENTER 3412 LOOP 197 NORTH TEXAS CITY, TX 77590 0 - 1000 GALLON DELIVERY	1000	GL		$ 0.09	$ 90.00
0080	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID # B122023
OPEN: 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0081	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.09	$ 135.00
0082	40515	#2 SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 1501 - 3000 GALLON DELIVERY	3000	GL		$ 0.05	$ 150.00
0083	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550 3001 - 4000+ GALLON DELIVEREY	4000	GL		$ 0.05	$ 200.00
0084	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL 5700 AVENUE H GALVESTON, TX 77550	6000	GL		$ 0.025	$ 150.00
0085	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY 601 54TH STREET GALVESTON, TX 77550 0 - 500 GALLON DELIVERY	500	GL		$ 0.21	$ 105.00

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0086	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY 601 54TH STREET GALVESTON, TX 77550 501 - 1500 GALLON DELIVERY	1500	GL		$ 0.09	$ 135.00
0087	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY 601 54TH STREET GALVESTON, TX 77550 1501 - 3000 GALLON DELIVERY	3000	GL		$ 0.05	$ 150.00
0088	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY 601 54TH STREET GALVESTON, TX 77550 3001 - 4000+ GALLON DELIVERY	4000	GL		$ 0.05	$ 200.00
0089	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY 601 54TH STREET GALVESTON, TX 77550 6000+ GALLON DELIVERY	6000	GL		$ 0.025	$ 150.00
0090	40515	55 GALLON CHEVRON MOTOR OIL 5W20 OR EQUIVALENT	1	DR		$ 456.62	$ 456.62

LINE ITEM DETAIL

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

BID #: B122023
OPEN: 05/22/2012
2:00 PM

VENDOR ID 021360 BAY OIL CO CORP

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
						Extended Price Total of all Item	$ 22,877.73

"*" In Case of Emergency Situations "Hurricane's" Bay Oil will Charge a $200.00 Delivery fee. Bay Oil Company will Charge a $85.00/hour Demurage in Case the loading racks are backed up.

Crowder, Rufus

From: Jake Marsico [jakeboc@gmail com]
Sent: Tuesday, June 05, 2012 1 52 PM
To: Crowder, Rufus
Subject: Bid 122023

Price per pound for grease is $ 2 15

Jake Marsico
Bay Oil Company

BID #: B122023
OPEN: 05/22/2012
TIME: 2·00 PM

INVITATION TO BID
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of eight (8), one (1) original and seven (7) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **05/22 /2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any bid received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122023
MOTOR FUELS, OILS, FLUIDS AND GREASES

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be lump sum or as noted on bid sheet

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

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

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

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

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of eight (8), one (1) original and seven (7) copies*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

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

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

All questions regarding this Request for Bid must be submitted in writing to

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

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

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

3 TIME FOR RECEIVING BIDS

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

4. BID OPENING

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

GENERAL PROVISIONS
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

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

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

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

9. PRICING

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

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

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

10 PROCUREMENT CARD

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

11 TAX EXEMPTION

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

13. MODIFICATION OF BIDS

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

14. AWARD OF BIDS

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

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

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

GENERAL PROVISIONS
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

GENERAL PROVISIONS
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19 FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

GENERAL PROVISIONS
MOTOR FUELS, OILS, FLUIDS AND GREASES
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22. NO COMMITMENT BY COUNTY OF GALVESTON

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

23 SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

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

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

26. BID DISCLOSURES

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

27. PROTEST

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

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28. WITHDRAWAL OF BID

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

29. INDEMNIFICATION

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

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

30. PROOF OF INSURANCE

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

A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

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

C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

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

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

31 CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

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

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

32. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

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MOTOR FUELS, OILS, FLUIDS AND GREASES
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33. NON-COLLUSION AFFIDAVIT

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

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

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

34. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

General Ethical Standards

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

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

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

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

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

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

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

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36. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

SPECIAL PROVISIONS
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY, TEXAS

The County of Galveston requests bids for the purpose of selecting a vendor or vendors to supply regular unleaded gasoline, unleaded plus (mid-grade)gasoline, and #2 diesel fuel low sulfur with additive and oils, fluids, and greases for use n Galveston County vehicles and equipment Separate awards may be made for Mainland, Galveston Island, and Port Bolivar Peninsula locations, however, this bid in its' entirety may be awarded to a single vendor, whatever is most advantageous to the County of Galveston Bidders must submit examples detailing the method of calculation of excise taxes, delivery fees, etc , of pricing on invoices delivered to the County

Delivery will be made to various locations in the County as shown on the attached bid sheets The supplier selected shall furnish the necessary personnel, services, and facilities to provide and deliver fuels as ordered by various County departments The fuels provided shall meet or exceed the specifications included or attached for regular unleaded, unleaded plus (mid-grade) gasoline, and #2 diesel fuel low sulfur with additive No alcohol extenders or additives are allowed for gasoline products only

TERM OF CONTRACT:
The term of contract shall be one (1) year from date of acceptance and approval of bid by the Galveston Commissioners' Court with an option to continue for an additional two (2), one (1) year periods if mutually agreeable

QUANTITIES:
During the term of this contract the County expects to purchase approximately 180,000 gallons of unleaded gasoline, 50,000 gallons of unleaded plus (mid-grade) gasoline and 75,000 gallons of #2 diesel fuel low sulfur with additive Minimum quantities are not guaranteed Additional quantities will be required for delivery to Port Bolivar and Crystal Beach locations The County expects to purchase approximately 15,000 gallons of gasoline and approximately 15,000 gallons of low sulfur diesel fuel with additive at Port Bolivar Deliveries will be between 500 and 6,000 gallons per delivery

Award for these two locations may be separate from the award from the balance of the County Minimum quantities at these two locations are not guaranteed and the County will only pay for fuel actually ordered and delivered

DELIVERY AUTHORIZATION:
The ordering department will furnish vendor with a valid Galveston County Purchasing Order Number at the time the order is placed Under no circumstances will the vendor accept an order for delivery to locations other than those on the attached bid sheets unless otherwise approved by the Galveston County Purchasing Agent

PRICES FOR LOCATIONS OTHER THAN PORT BOLIVAR AND CRYSTAL BEACH:
Bidders are required to bid a price differential above or below the average PAD 3 report for Houston, Texas published by the Oil Price Information Service (OPIS) The bidder shall use the average price for regular, unleaded gasoline, unleaded plus (mid-grade) gasoline and #2 diesel fuel low sulfur with additive from the first listing of each calendar week Adding or subtracting the bidder's price differential to the PAD 3 average BTD rack average price should establish a fixed price to be in effect from Wednesday to the following Tuesday of each week

The successful bidder shall submit weekly a letter and/or Oil Price Information Service (OPIS) information to be received prior to Wednesday of each week that includes PAD 3 prices as stated above This information should be directed to the Purchasing Agent

PRICES FOR PORT BOLIVAR AND CRYSTAL BEACH:
Bidders are required to bid a price differential above or below the rack price per gallon on date or order for regular unleaded gasoline, (mid-grade) gasoline, or #2 diesel fuel low sulfur with additive Successful bidder will show rack price on all invoices for fuel delivered to the County

SPECIAL PROVISIONS
MOTOR FUELS, OILS, FLUIDS AND GREASES
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DELIVERIES:
Deliveries of fuels, oils, fluids, and greases ordered shall be completed between the hours of 7 30 A M and 4 00 P M , Monday through Friday for all sites Orders placed before noon shall be delivered no later than 4 00 P M the following work day Trucks making deliveries shall be equipped with proper ticket printers, meters, or State of Texas certified truck markings to assure accurate measure All delivery trucks must be equipped with a Vapor Recovery System and must be available for emergency deliveries

Due to the difficulty in the delivery of these commodities to the Port Bolivar Peninsula, the County will entertain options detailing alternate delivery methods and pricing structure These options shall be listed on a separate sheet of paper and included with your bid submittal

If vendor is unable to comply with these requirements, the County reserves the right to purchase these commodities in the open market with all costs in excess of established price charged to the account of the vendor Deliveries to sites other than those shown on the bid sheet are not allowed without authorization from the Purchasing Agent

SUBCONTRACTING:
No part of this bid shall be subcontracted to another party for furnishing fuels without the written approval of the Galveston County Commissioners' Court

INSURANCE:
During the term of this contract the vendor shall carry and pay the premiums for insurance of the types and limits as referenced in the general provisions, page 7, item #30, Proof of Insurance No Purchase Order shall be issued without proof of coverage

In addition, Automobile Liability Insurance is required covering all owned, hired, and non-owned automobiles used in this work, not less than $500,000 00 per person and $1,000,000 00 per occurrence for Bodily Injury, not less than $100,000 00 for Property Damage

QUALITY ASSURANCE:
The County of Galveston shall have the right upon each delivery of gasoline or at any time to determine compliance with such standards by performing tests in accordance with the methods prescribed by the American Society for Testing Materials ("ASTM") If the vendor questions or disputes the results of tests made by the County, the County shall have the right to appoint a chemist to make such tests as it may deem necessary

The expense of such tests shall be paid by the vendor if it is determined that any fuel failed to satisfy the quality standards set forth herein, and the County if it is determined that any gasoline tested satisfied such quality standards The vendor agrees to replace any fuels not meeting the County's specifications at no cost to the County The vendor further agrees to repair and make whole all engine damage resulting from the placement of such fuels in County vehicles

TAXES:
Galveston County does not pay federal tax on gasoline Vendor shall furnish any exemption certificates needed for Government records

SPECIFICATION:
All unleaded fuels shall be produced in accordance with the ' ASTM" Standard #D 439 including latest revision, as is applicable to the Galveston County Region Regular unleaded gasoline shall have a minimum octane rating of 87 based on a formula where the research octane number (RON) and the motor octane number (MON) are added, then divided by 2 Unleaded plus (mid-grade) gasoline shall have a minimum octane rating of 89 using R+M divided by 2 Diesel fuel shall conform to the attached specifications for #2 diesel low sulfur with additive

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Since much of the fuel covered by this bid will be used by Law Enforcement and Emergency vehicles, the vendor must guarantee to honor all orders placed by the County within the scope of this bid

DIESEL FUEL PROPERTIES:
Supplied diesel fuel must be a fuel oil suitable for use in diesel internal combustion engines, in trucks, tractors, dozers, cranes, graders, shovels, and similar equipment The diesel fuel must be a completely distilled mineral oil meeting the requirements as listed herein The diesel fuel must be low sulfur with additive

The diesel fuel shall conform to the requirements specified herein when tested in accordance with ASTM-975 The physical properties are as stated on attachment "A"

Vendors responding to this solicitation shall perform their own in-depth research prior to submitting bids for the requested items Galveston County assumes no responsibility for the documentation submitted and is found in error

JET A – Aviation Fuel:
Successful vendor is required to furnish JET A aviation fuel to authorized Galveston County end user departments JET A fuel shall conform to and meet the standards as specified by ASTM Standards ASTM D1655-07 - Standard Specification for Aviation Turbine Fuels

ASTM International, formerly known as the American Society for Testing and Materials (ASTM), is a globally recognized leader in the development and delivery of international voluntary consensus standards

This specification defines specific types of aviation turbine fuel for civil use in the operation and certification of aircraft and describes fuels found satisfactory for the operation of aircraft and engines The specification can be used as a standard in describing the quality of aviation turbine fuels from the refinery to the aircraft

This specification does not include all fuels satisfactory for aviation turbine engines Certain equipment or conditions of use may permit a wider, or require a narrower, range of characteristics than is shown by this specification

The fuels shall be sampled and tested appropriately to examine their conformance to detailed requirements as to composition, volatility, fluidity, combustion, corrosion, thermal stability, contaminants, and additives

Jet A is a similar kerosene type of fuel, produced to an ASTM specification and normally only available in the U S A It has the same flash point as Jet A-1 but a higher freeze point maximum (-40°C) It is supplied against the ASTM D1655 (Jet A) specification

Successful vendor shall supply JET A Aviation fuel per the following instructions

- Provide at no cost to the County, 2000 gallons of portable stainless steel storage tanks, preferably in four (4) five hundred (500) gallon storage tanks,
- Minimum delivery quantity of 500 gallons,
- Delivery within 48 hours of placement of order,
- Ability to add fuel additive Prist* high flash, anti-icing aviation fuel additive as needed

Excerpt from http //www pristaerospace com/index html

All turbine aircraft fuels contain some dissolved water It cannot be extracted because it does not exist as particulate water When an aircraft rises to flight altitude, the fuel cools and its capacity to retain dissolved water is reduced Some of the dissolved water separates out as discrete water that can form into ice crystals or remain as a super-cooled liquid

SPECIAL PROVISIONS
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When super-cooled water strikes a tubing bend or a filter, it can freeze quickly and block a fuel line or filter If suspended ice crystals are present, they can also block a filter

" Prist Hi-Flash anti-icing aviation fuel additive is authorized by the United States Armed Forces under Military Specification Mil-DTL-85470(B), and by the ASTM under Standard D4171 for use in civilian jet fuels as a fuel system icing inhibitor As part of its ASTM approval process, the formulation of Prist Hi-Flash additive was reviewed and approved by turbine engine and turbine aircraft airframe manufacturers worldwide

Prist Hi-Flash additive is recommended for every refueling at a dosage rate of 10% minimum to 15% maximum by volume

Prist Hi-Flash additive has limited solubility in jet fuel, but is completely soluble in water When dissolved water separates from the fuel, some amount of Prist Hi-Flash additive quickly leaves the fuel and preferentially dissolves in the water This depresses the water's freezing point As the fuel gets colder, and more water particles appear, more Prist Hi-Flash additive leaves the fuel and enters the water, and your aircraft's fuel lines stay clear

MOTOR OILS, TRANSISSION FLUIDS, AND GREASES:
All types of oil, fluids, and greases may be ordered for Galveston County departments The types of oils, fluids, and greases on this bid are the types that Galveston County has been using Any reference to types of manufacturers used in the bid specifications is descriptive, not restrictive It is used to indicate the type and quality desired Brands other than these specified may be bid if of equal value and effectiveness Full descriptive literature is to be included with the bid Suitability of such items will be determined by the Purchasing Agent and the head of the using department The decision of the Galveston County Commissioners' Court will be final

AUDIT & BOOKEEPING:
Successful contractor shall provide the County of Galveston a line item report of quantities and expenditures on a monthly basis or at any time during the term of this contract for materials, commodities, or services rendered as requested by the Galveston County Purchasing Agent

Successful contractor shall keep full, complete, and proper books, records, and accounts of all gross receipts, both for cash and on credit, of each separate activity Said books, records, and accounts that may be required by any government or governmental agency, shall at all reasonable times be open to inspection by the County or its authorized representatives or agents

MOTOR FUELS, OILS, FLUIDS AND GREASES
BID# B122023
ATTACHMENT "A"

	ASTM TEST	TEST RESULTS		
PRODUCT PROPERTY	**METHOD**	**MINIMUM**	**MAXIMUM**	**NOTE**
GRAVITY API	D287	30		
FLASH POINT °F Pensky-Martil	D93	130		
Distallation °F	D86			
50%			Report	
90%		540	640	
End Point			690	
Color ASTM	D1500		2 5	
Viscosity, Cst @ 38°C (100°F)	D445	20	3 6	
Pour Point	D97			2
Cloud Point	D2500			2
Corrsion, 3 Hrs @ 50°C				
(122°F)	D130		1	
Total Sulfur Wt.%	D1266 D2622 OR D4294		0 047	
Cetane Number	D613	40		3
Cetane Index	D976 OR D4737	42		
Ash,WT %	D482			0 01
Carbon Residue Ramsbottoms on 10% Bottom	D524			035
BS & W, Vol%	D1796 OR Equivalent			<0 05
Thermal Stability, 90 minutes 300°F Pad Rating Dupont Scale				
OR				7
Oxidation Stability Mg/100ML	D2274		2 5	
Haze Rating @ 25°C (77°F)	D4176			
	Procedure 2		2	
MUST CONTAIN ADDITIVE MIL QPL-25017, NATO STANAG 3390 OR BRITISH APL/QPL DERO 2461				

State of Texas

County of Galveston

Contract

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

Contract Number: **CM12136**

Invitation to Bid Number **B122023, Motor Fuels, Oils, Fluids and Greases**

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

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **June 16, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

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

Contractor: **Bay Oil Company Corporation**

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

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

Payment Bond Required ( ) yes (X)no

Performance Bond Required ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor

_____
_____
_____
_____
_____

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

11 **Force Majeure.** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

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

13 **Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable

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

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

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

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

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

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

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

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

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

Executed on this the 17th day of June, 2012.

Contractor:

By Oil Company

By: 5/18/12

Date: June 12, 2012

Galveston County

By:

Mark A. Henry, County Judge

Date: June 12, 2012

Attest:

Dwight Sullivan, County Clerk

AGENDA ITEM #18a2

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

June 5, 2012

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

Re: Bid #B122021, Abatement of Junked Vehicles

Gentlemen,

On May 1, 2012 bids were opened for Bid #B122021, Abatement of Junked Vehicles, at which time two bids were received from the following companies

- U-P Salvage, Inc , dba U Pick U Pull Auto Parts — Pasadena, Texas
- Marty's City Auto — Galveston, Texas

It is recommended that you award this bid to U-P Salvage, Inc

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From. Tutt, Ray
Sent Tuesday, June 05, 2012 9 15 AM
To Crowder, Rufus
Cc: McCullough, Darla, Doolittle, Gina
Subject: Recommendations - Bid # B122021 (Abatement of Junked Vehicles)

Importance High
Sensitivity Confidential

After review of vendor submissions, we recommend U PICK U PULL to be awarded the above bid

Should you have any questions, please contact me directly

MAJ RAY TUTT/DILMONDO
GALVESTON COUNTY SHERIFF'S OFFICE
601 54TH ST , SUITE 2100
GALVESTON, TX 77551-4248
(409) 766 2369
RAY TUTT@CO GALVESTON TX US

BID RESPONSE TABULATION
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

BID #: B122021
OPEN: 05/01/2012
2:OO PM

Item	Product Cod	Description	Quantity	Units	Vendor 705312 MARTY'S CITY AUTO INC		Vendor 714483 U-P SALVAGE INC		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	96890	ABATEMENT OF JUNKED VEHICLES	1	EA	51 00	51 00	175 00	175 00	0 00	0 00
				Total of all Items		**51.00**		**175.00**		**0.00**

BID #: B122021
OPEN: 05/01/2012
2:OO PM

BID SHEET

ABATEMENT OF JUNKED VEHICLES

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 51.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Alma R Trevino
WITNESS

5-1-12
DATE

Marty's City Auto, INC
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Gregory Sendejas
PRINTED NAME

President
TITLE

4402 Postoffice St
CORRESPONDENCE ADDRESS

Galveston TX 77550
CITY, STATE ZIP CODE

14-1883483
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

520-44th St
REMIT ADDRESS

Galveston, TX 77550
CITY, STATE ZIP CODE

409-765-9788
TELEPHONE NUMBER

409-762-2050
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

ABATEMENT OF JUNKED VEHICLES

GALVESTON COUNTY, TEXAS

BID #: B122021
OPEN 05/01/2012
2.OO PM

VENDOR ID 705312 MARTY'S CITY AUTO INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96890	ABATEMENT OF JUNKED VEHICLES	1	EA		$ 51.00	$ 51.00
					Extended Price Total of all Item		$ 51.00

BID #· B122021
OPEN: 05/01/2012
2:OO PM

BID SHEET

ABATEMENT OF JUNKED VEHICLES

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL $ 175.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

4-24-12
DATE

U-Pick U-Pull Auto Parts
COMPANY NAME

Joe Chambers
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Joe Chambers
PRINTED NAME

President
TITLE

2133 S. Shaver
CORRESPONDENCE ADDRESS

Pasadena, Tx 77502
CITY, STATE ZIP CODE

26-0326506
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

2133 S Shaver
REMIT ADDRESS

Pasadena, Tx 77502
CITY, STATE ZIP CODE

713-477-7670
TELEPHONE NUMBER

713-477-5093
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

ABATEMENT OF JUNKED VEHICLES

GALVESTON COUNTY, TEXAS

BID #: B122021
OPEN: 05/01/2012
2:OO PM

VENDOR ID 707150 ALBERT J CHAMBERS

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96890	ABATEMENT OF JUNKED VEHICLES	1	EA		$ 175.00	$ 175.00

Extended Price Total of all Iten $175.00 per vehicle

Note: Will not pick up boats, but will pick up motor homes.

Have 4 wreckers, 3 drivers, and a all terrain forklift that enables us to pick up a vehicle anywhere.

Have been doing this for City of Pasadena approximately 6 years.

BID#:B122021
OPEN: 05/01/2012
TIME: 2:00 PM

INVITATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **05 /01/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any proposal received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122021
ABATEMENT OF JUNKED VEHICLES

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be lump sum or as noted on bid sheet

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

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

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

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

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

BID#: B122021
OPEN: 05/01/2012
TIME: 2:00 PM

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of four (4), one (1) original and three (3) copies*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

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

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

All questions regarding this Request for Bid must be submitted in writing to

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

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

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

3. TIME FOR RECEIVING BIDS

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

4. BID OPENING

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

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

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

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

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

9. PRICING

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

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

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

10. PROCUREMENT CARD

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

11. TAX EXEMPTION

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

13. MODIFICATION OF BIDS

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

14. AWARD OF BIDS

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

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

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

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

22. NO COMMITMENT BY COUNTY OF GALVESTON

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

23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

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

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

26. BID DISCLOSURES

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

27. PROTEST

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

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
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28. WITHDRAWAL OF BID

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

29. INDEMNIFICATION

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

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

30. PROOF OF INSURANCE

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

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

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

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

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

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

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

32. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

33. NON-COLLUSION AFFIDAVIT

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

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

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

34. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

General Ethical Standards

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

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

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

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

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

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

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

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly UNMARKED and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

36 NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

BID#: B122021
OPEN: 05/01/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

The county of Galveston is seeking a vendor to supply services for the Abatement of Junked Vehicles for the Sheriff's Office One or more tow companies may be awarded a one (1) year contract, with options for two (2), one (1) year renewals , for the removal of junked vehicles and/or parts for the County of Galveston on streets or other property within Galveston County in accordance with applicable state and local laws

CONTRACTOR QUALIFICATIONS
Successful contractor shall provide all labor, materials and necessary equipment to perform towing services for the term of the contract

Successful contractor must adhere to the following bid conditions

Shall operate a minimum of one (1) approved and licensed wrecker, fully equipped and specifically designed for towing vehicles, including any and all passenger vehicles, trucks, and other items defined herein

Shall maintain, in full force and effect for the term of the contract, an insurance policy or policies satisfactory to the County of Galveston, indemnifying the County against applicable losses An insurance certificate shall be included with your bid proposal

Shall operate and maintain a licensed vehicle storage facility that complies with requirements of all applicable local, state and federal laws The storage facility shall be capable of storing a minimum of 35 junk vehicles per month The storage facility shall keep the premises outside the fenced area free of all vehicles, not including drive-up customers or employee vehicles

SCOPE OF SERVICES
Services shall include the following Towing, storage and disposal of junked motor vehicles or parts as directed by the Galveston County Sheriff's Office A motor vehicle is generally considered as a vehicle subject to registration under the Certificate of Title Act (Chapter 501, Texas Transportation code, as amended), and includes trailers, semi-trailers, motorboats, outboard motors, or vessels subject to registration under Chapter 31, Texas Parks and Wildlife code as amended

Every vehicle picked up under this contract shall be completely dismantled for salvage or for scrap materials Such junked vehicles which have been removed shall not be reconstructed or made operable Such work may be accomplished on the contractor's premises, subject to all provisions of law, or the vehicle may be delivered to a scrap metal yard by the contractor

The contractor will be required to execute the proper forms, as applicable, relative to each motor vehicle certifying to the Texas Department of Motor Vehicles that each vehicle has been demolished

A representative of the Galveston County Sheriff's Office shall place all calls for towing service under this contract A contractor may not pass on a request to pick up Once the contractor picks up a junked vehicle, that vehicle must be stored until all legal proceedings pertaining to the disposal of the vehicle have been completed Estimated time of such procedures is fifteen (15) to twenty (20) days

Each successful contractor shall indicate in the bid submittal, a lump sum dollar amount they propose to pay to the County for each vehicle picked up under this contract

BID#: B122021
OPEN: 05/01/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

Most tows will be requested to take place between 8 00 a m. and 5 00 p m , Monday through Friday

Location of the junked vehicles shall be within the boundaries of Galveston County

The order for abatement of junked vehicles shall be given by designated members of the Galveston County Sheriff's Office Such orders may be given verbally, but shall be supported, at a minimum, by a Sheriff's Office Vehicle Inventory Form signed by both the person authorizing the abatement and the person towing the vehicle

INSURANCE REQUIREMENTS
Successful contractor shall provide evidence of insurance required by applicable statutes for the operation of towing vehicles and vehicle storage facilities Should the contractor operate a vehicle dismantling business, the contractor shall provide evidence of appropriate insurance in accordance with local, state, and federal law Evidence of Worker's Compensation Insurance shall be provided as required Any lapsed insurance immediately terminates this contract

QUANTITY
The estimated total number of vehicles to be abated annually under this program will be 100 This number represents an estimated quantity, as total quantities may vary widely The County offers no guaranteed quantity

TOWING
Under these bid provisions, the successful contractor agrees to tow and store vehicles and vessels in a safe responsible manner Evidence of damage to vehicles ordered abated may be cause for termination of any agreement based on the provisions of this bid

PROPERTY
All proposals submitted shall be accompanied by evidence that the Proposer owns, leases, or has control of property adequately sized for the outdoor storage and either dismantling of vehicles, or access to proper facility for dismantling Further, that said property is presently approved for such activity and is ready for use upon award of the contract

STORAGE
Under this agreement, successful contractor agrees to be responsible for storage of such vehicles for periods prescribed in the specifications or required by law or procedure, to keep them safe from damage, theft, and property loss for this period

PAYMENT TO COUNTY
Selected contractor shall pay the County on a monthly basis for vehicles picked up based on a monthly billing by the County Contractor shall make payment by cashier's check, certified check, or money order within fifteen (15) days of billing concurrently submit including the following information on an approved form

1) For each abated vehicle- year, make, model, and color of vehicle, state and license number, and VIN (Vehicle Identification Number), and location and date of tow

2) Should the vehicle be a pile of parts or pieces with no license plate or VIN available, then date and location of said tow should be indicated Under the year, make and state license, "PARTS ONLY" should appear A general description of parts shall be provided

SPECIAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

3) Selected contractor shall send payment and a copy of the Certification of Dismantling to Galveston County Auditor's Office, P O Box 1418, Galveston, Texas 77550

RESPONSE TIME
The response time shall be in cooperation with the Galveston County Sheriff's Office However, some notice and time will be attempted in order to coordinate schedules for abatements Once notifications have been made, the junked vehicle must be removed within twenty-four (24) hours The contractor may not choose to pass on a request to pick up a junked vehicle

TERM OF CONTRACT
Shall be for one (1) year, commencing on the Commissioner's Court signage date, with two (2) additional one (1) year options of renewal with all terms and conditions remaining the same

MEETING
The Contractor(s) being awarded this proposal contract shall attend a meeting with authorized County personnel, with the time, date, and location to be announced This meeting will be to give or receive information about policies, procedures, rules, and laws prior to any vehicles being stored under this contract

SPECIAL EQUIPMENT
Any special equipment necessary for the removal of junked vehicles in unusual locations will be the sole financial responsibility of the Proposer

TOW VEHICLES & STORAGE FACILITIES
Proposers shall not send tow trucks or carriers to abate vehicles for the County which have not been specifically approved by the Sheriff's Office The approved tow vehicles and storage facilities shall be maintained to insure safety and legal requirements throughout the term of the contract There shall be no sub-contracting or trading with other tow services on the removal of junked vehicles without the prior written approval of the County administrator or his authorized designee

LICENSE REQUIREMENTS
It shall be the sole responsibility of the Proposer to maintain all licenses and permits required by local, state, or federal statute to provide the services required of this contract

COMMUNICATIONS
Successful bidder must be capable of maintaining communications by telephone, mobile radio or cellular telephone

State of Texas

County of Galveston

Contract

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

Contract Number: **CM12125**

Invitation to Bid Number **B122021 Abatement of Junked Vehicles**

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

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **June 24, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

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

Contractor: **U-P Salvage, Inc.**

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

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

Payment Bond Required ( ) yes (X)no

Performance Bond Required ( ) yes (X) no

Notice to be Given to:

Galveston County

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

Contractor

U-Pick U-Pull Auto Parts
2133 S. Shaver
Pasadena, Tx 77502

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

11. **Force Majeure** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

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

13 **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable

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

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

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

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

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

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

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

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

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

Executed on this the ~~24~~ 25th day of ~~April~~ June, 2012

Contractor:

U Pick U-Pull Auto Parts

By: Joe Chambers

Date: 4-24-12

Galveston County

By: Mark A. Henry

Mark A. Henry, County Judge

Date: June 12, 2012

Attest: Dwight D. Sullivan

Dwight Sullivan, County Clerk

AGENDA ITEM #18b1

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

June 5, 2012

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

Re: RFP #B062010, Debris Management Services

Gentlemen,

The following contracts for Debris Management Services are slated for renewal It was noted during a meeting with Emergency Management that these contracts are no longer needed As a result, Crowder Gulf was issued an extension on their contract by the Commissioners Court on April 17, 2012

- D&J Enterprises, Inc
- Omni Pinnacle, LLC
- Phillips & Jordan, Inc
- DRC Emergency Services, LLC
- Ashbritt, Inc
- Storm Reconstruction Services, Inc

Additional resources for debris management services are currently being sought through the Houston-Galveston Area Council (HGAC)

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

AGENDA ITEM #18c1

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston Texas 77550
(409) 770-5371

June 5, 2012

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

Re: Bid #B112022, Hot Mix Asphalt

Gentlemen,

Bid #B112022, Hot Mix Asphalt is scheduled for its first extension on July 19, 2012 The current vendor, Century Asphalt is requesting not to renew the contract at this time

It is recommended that this bid be cancelled and authorize the Purchasing Agent to re-bid this commodity

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date. May 30, 2012

To: Rufus Crowder
Purchasing Agent

From: Layne Harding
Road Administrator

Re. **Bid #B112022 – Hot Mix Asphalt**

I received the letter from Richard Greer with Century Asphalt declining an extension of this bid

Please process for a new formal bid. The material specifications remain the same.

Thank you.

LH/djs

CENTURY ASPHALT

PO Box 187 / Houston, TX 77001 / 5303 Navigation Boulevard / Houston, TX 77011 / 713-292-2868 / Fax 713-292-2885

May 25, 2012

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, TX 77550

RE Bid #B112022, Hot Mix Asphalt

Dear Mr. Crowder.

We at Century Asphalt value Galveston County's business for their hot mix asphalt needs

At this time, due to plant relocations, rail increases, aggregate increases and fuel, we can not renew this contract for another year

We will gladly submit a bid when you solicit the new one

Thank you for the opportunity of serving you and we look forward to a continued relationship with you and the County

Sincerely,

Richard Greer
Vice President, Sales Manager
rgreer@centuryasphalt com

AGENDA ITEM #18d

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

June 5, 2012

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

Re Interlocal Agreement between Brazoria County and Galveston County

Gentlemen,

In an effort to obtain better volume pricing for certain commodities, it is requested that the Commissioners Court enter into an interlocal agreement as reviewed by Galveston County Legal with Brazoria County It is further requested that authorization be given for the provision of authorized signatures as provided for in the documentation

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Purchasing Department

Charles Crook CPPB
County Purchasing Director

May 24, 2012

Galveston County Purchasing Department
Attn Rufus Crowder CPPB
Galveston County Courthouse
722 Moody Avenue 5th Floor
Galveston, TX 77550

RE Contract #12-49 Interlocal Agreement between County of Brazoria and Galveston County

Dear Mr Crowder

Enclosed are two copies of the agreement between Galveston County and Brazoria County that have already been signed by our County Judge

If you are in agreement with this contract, please sign both copies and return one of them back to Brazoria County Purchasing Department for our records It should be addressed to the following

Natasha D N Stulberg
Bid Specialist
111 E Locust Street, Bldg A-29, suite 100
Angleton, TX 77515

Thank you for your interest in Brazoria County If you have any questions, please do not hesitate to contact me

Very truly yours,

Natasha D N Stulberg
Bid Specialist

451 N Velasco Street, ste 100 Angleton, Texas 77515 Bus (979)864-1825 Fax (979)864-1034

INTERLOCAL AGREEMENT
BETWEEN COUNTY OF BRAZORIA AND GALVESTON COUNTY

This agreement is made this 10th day of April 2012 between the County of Brazoria, Texas and Galveston County

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the promises and mutual promises contained herein, agree as follows

WHEREAS, the contract is made under the authority of Section 791 001-791 029 of the Texas Government Code, and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party,

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract, furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties, and that the division of cost fairly compensates the performing party for the services performed under this contract

I.

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids) Each party will maintain a listing of Annual Contracts which are available for the other party's use To utilize one or more of these contracts, each party must request authorization, in writing, to the other party Upon receipt of request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting entity Each party agrees that the other party shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the other party according to its usual bidding procedures and in accordance with applicable State statutes

II.

Each party agrees that all specifications for selected items shall be as determined by the other party

III.

Each party agrees to pay the supplier for all goods, equipment and products pursuant to this agreement The successful bidder or bidders shall bill each party directly for all items purchased and each party shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items

IV.

Rufus Crowder CPPB (name), Purchasing Agent (title), is hereby designated as the official representative to act for Galveston County in all matters relating to this agreement

V.

E J "Joe" King, County Judge, is hereby designated as the official representative to act for the County of Brazoria, Texas in all matters relating to this agreement

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement This agreement may be terminated upon thirty (30) days prior written notice being given by the party desiring to terminate to the other party

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written

BRAZORIA COUNTY
111 E Locust Street
Angleton, TX 77515

GALVESTON COUNTY
attn Galveston Purchasing Agent
Galveston County Courthouse
722 Moody Avenue 5th Floor
Galveston, TX 77550

BY _____
(Signature)

NAME E J "Joe" King
TITLE County Judge

DATE 4-10-2012

BY _____
(Signature)

NAME Mark Henry
TITLE County Judge

DATE June 12, 2012

Attest:

Dwight D. Sullivan
County Clerk

AGENDA ITEM #19a

FREDDIE POOR
Sheriff
Galveston County

June 6, 2012

TO The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

RE: Agreement with College of the Mainland – Firearms Range Use & Supplies

Gentlemen

On behalf of Sheriff Poor, I request your review of the attached agreement with College of the Mainland related to provision of supplies and firearms range use

Required by the Texas Commission on Law Enforcement Standards and Education, this agreement simply memorializes our long-standing utilization of their indoor firearms range, as well as the provision of ammunition, targets, and other items related to firearms training and qualifications

Funds related to range fees and supplies are addressed in our annual budget This agreement, therefore, does not represent any additional budget impact

Your favorable consideration is appreciated, and please feel free to contact me at x2369 should any questions arise

Maj. Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

CM12503

034785

PUBLIC SERVICE CAREERS
CONTINUING EDUCATION CONTRACT
(MUST BE COMPLETED BEFORE FIRST CLASS SESSION)

County of Galveston – Sheriff's Office

Company Name

Has contracted with COLLEGE OF THE MAINLAND (COM) to provide

As Needed **of training in** Police Firearms Qualification-Agency
Hours/Sessions **Course Name**

on **at** 1/01/2012 to 12/18/2012 COM Firing Range
Dates/Times **Location**

at a cost of $ $100 00 **per** 8 Hours

Other course materials company agrees to pay for See Attachment

Billing Information

Company Name: Galvesto Sheriff's Department

Company Contact Person: Sgt Vic Maceo

Address: 601 54th Street

Galveston, Texas 77551

Phone Number: 409-766-2305

Fax Number: 409-621-7933

Email Address:

Signature of Company Representative:

Date: 6/12/12 Mark Henry, County Judge

Signature of College Representative:

Date: 01/01/2012 Lemuel Powell

Return to: PUBLIC SERVICE CAREERS
College of the Mainland-Public Service Careers
1200 Amburn Rd-Texas City, TX 77591
Fax (409) 938-3146

AGENDA ITEM #19b

FREDDIE POOR
Sheriff
Galveston County

June 6, 2012

TO The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

RE SunGard Agency Access Agreement – Bacliff Volunteer Fire Department

Gentlemen

On behalf of Sheriff Poor, I request your review of the attached agency access agreement among Galveston County and SunGard Public Sector permitting access to our OSSi records management system for the Bacliff Volunteer Fire Department

Identical to prior agreements reviewed and approved by you, this agreement merely grants permission for Bacliff VFD to access our OSSi records management system. As we provide dispatching services for this agency, the access will continue to provide benefits for both the Fire Department and Sheriff's Office by enabling more seamless sharing of information

As Bacliff VFD will be responsible for providing equipment, software, and services related to their access, approval of this item presents no budgetary impact to the County

Your favorable consideration is appreciated, and please feel free to contact me at x2369 should any questions arise

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

SUNGARD PUBLIC SECTOR INC. AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO SOFTWARE

among

Galveston County
722 Moody, Suite 202
Galveston, TX 77550

and

SunGard Public Sector Inc
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, **Galveston County** ("**Customer**") and **SunGard Public Sector Inc., ("SunGard Public Sector")** have entered into that certain Software License and Services Agreement dated October 13, 2003 ("Customer Agreement"), and

Whereas, Customer desires that the following public safety agencies (the "**Accessors**") obtain access to the Software licensed by Customer under the Customer Agreement,

Bacliff Fire Department, TX

Now therefore, the parties agree as follows

1 Customer requests that SunGard Public Sector grant, and SunGard Public Sector does grant Customer permission to allow access to Accessed Software by the Accessor(s) under the terms of this Access Agreement ("Access Agreement") The Accessed Software is as follows

All Software licensed to Customer

2 SunGard Public Sector shall have the right to terminate this Access Agreement upon breach of this Access Agreement if cure is not effected within thirty (30) days of written notice of said breach

3 This Access Agreement shall automatically terminate if the Customer Agreement is terminated In the event that this Access Agreement should be terminated, SunGard Public Sector shall be under no obligation to the Accessor(s) to permit continued access to Accessed Software after such termination of this Access Agreement, but shall agree to license Accessed Software under separate license agreement with the Accessor(s) in such event, provided the Accessor(s) is not in default of any of the provisions of this Access Agreement nor any related Supplements, and provided the Accessor(s) provide a replacement technical environment satisfactory to SunGard Public Sector

4 Customer understands that Accessor(s) will not be granted access to the Accessed Software unless and until Accessor(s) execute an Access Agreement and agree that the Accessed Software constitutes proprietary information and trade secrets of SunGard Public Sector and will remain the sole property of SunGard Public Sector The Accessor(s) shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software, and the Accessor(s) shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees Accessor(s) will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, SunGard Public Sector has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach

5 Customer shall be the first point of contact for the Accessor(s) for Accessed Software in the event that support services are required by the Accessor(s) Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with SunGard Public Sector for support services

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement to Grant Permission and Allow Access to Software

Galveston County, TX

BY _____

PRINT NAME Mark Henry

PRINT TITLE County Judge

DATE SIGNED June 12, 2012

SunGard Public Sector Inc.

BY _____

PRINT NAME AND TITLE James A. Brescia
Vice President, HR

DATE SIGNED 02-06-2012

AGENDA ITEM #20a1-2

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22. 2012

John W Reil
299 Ling Street
Hitchcock, Texas 77563

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3030 0001 0028 000 / 5287 0000 0299 000*

Dear Mr Reil

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for June 12, 2012 Court begins at 9 30 a.m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

May 14, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for Refund of Penalty & Interest
3030-0001-0028-000
5287-0000-0299-000
John Wiley Reil

Dear Judge Henry

Mr Reil states his mail was being forwarded effective Oct 31, 2011 while out of town Due to a post office error several pieces of mail were not forwarded The Tax Office mailed out 2011 Tax Statements prior to the effective forwarding date

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

Account No.	Year	Waiver
3030-0001-0028-000	2011	$222 13
5287-0000-0299-000	2011	$125 97

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Appraisal II Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Account | Next Account | Prev Owner | Next Owner | Attachments | Notes

STATUS DETAIL

Account Information

Account No. [illegible] Roll Code REAL PROPERT

Certified Owner REIL JOHN W

Address Line 299 LING ST

Amount Due as of 03/29/2012 Owner No. 0

2 | 215 | 358 | 605 | 712

AG INCLUDED

Amount Due/Paid Information

Year	Appr. Value												
2011	[illegible]												$.00
2010	$112,440	Y	Y	0		Exemption	$1,768.95	$1,768.95	$.00	$.00	$.00	$.00	$.00
2009	$104,710	Y	Y	0		Exemption	$1,769.87	$1,769.87	$.00	$.00	$.00	$.00	$.00
2008	$118,050	Y		0		Exemption	$2,603.05	$2,603.05	$.00	$.00	$.00	$.00	$.00
2007	$114,140			0			$3,036.12	$3,036.12	$.00	$.00	$.00	$.00	$.00
2006	$114,140	Y		0		Exemption	$2,871.89	$2,871.89	$.00	$.00	$.00	$.00	$.00
2005	$103,760	Y		0		Exemption	$2,735.81	$2,735.81	$.00	$.00	$.00	$.00	$.00
2004	$94,330			0			$2,482.75	$2,482.75	$.00	$.00	$.00	$.00	$.00
2003	$85,750			0			$2,249.80	$2,249.80	$.00	$.00	$.00	$.00	$.00

Last Payment Date

Last Payer

start

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Bookmarks Accounts Statements Window

ORACLE

Account Status

Prev Account | Next Account | Prev Owner | Next Owner | Add Notes | Notes | Search | Go To

KELLY
ACTEON

STATUS DETAIL

Account Information

Account No: [redacted] Roll Code: REAL PROPERT

Certified Owner: REIL JOHN WILEY

Address Line: 299 LING

Annual Due Date: 03/29/2012 Overdue No: 0

Taxing Units

Description Code: 2 211 605 707

AG INCLUDED | Remove Fees | Apply Selected

Tax Unit Information

Tax Unit | Year | Tax Code

Juridical Detail Information

Year	Jnd. Value	T	S	O		Penalty	Tax Due	Interest	Suspense Interest	Fees	Payments	Adjustments
2011	$111,590			0								$ 00
2010	$111,590			0		$3,183 27	$3,183.27	$ 00	$ 00	$ 00	$ 00	$ 00
2009	$111,590			0		$3,130 82	$3,130 82	$ 00	$ 00	$ 00	$ 00	$ 00
2008	$125,280			0		$3,434 72	$3,434 72	$ 00	$ 00	$ 00	$ 00	$ 00
2007	$102 280			0		$2,748 64	$2,748 64	$ 00	$ 00	$ 00	$ 00	$ 00
2006	$102,280	Y		0	Exemptions	$2,585 28	$2,585 28	$ 00	$ 00	$ 00	$ 00	$ 00
2005	$102,280	Y		0	Exemptions	$2,641 40	$2,641 40	$ 00	$ 00	$ 00	$ 00	$ 00
2004	$113,720			0		$2,880 47	$2,880 47	$ 00	$ 00	$ 00	$ 00	$ 00
2003	$113,720			0		$2,705.85	$2,705.85	$.00	$.00	$.00	$ 00	$.00

Last Payment Date | Total

Last Payer | Right | Current Account Balance

start | Snagit/32 | Adobe Reader | 2 Internet Expl... | The Property Tax Fol... | Document1 - Micr... | 3:06 PM

Received 2/27/12
cy

February 2, 2012
Dear Sirs,

My name is John W.Reil, a retired Galvestonian by birth (BOI), and still living in the immediate area, at 299 Ling St., in Bayou Vista. I have been retired since November of 1992, and am regularly out of the country for two to three month's at a time. In preparation for my extended time away from the USA, and Prior to leaving the country I always forward my mail to my daughter Robin Trochesset, so that she can attend to any business mail or bills that may come during my absence. On the 27th of October 2011 I hand carried a temporary change of address form to my local US postal Service office requesting that my mail be forwarded beginning on October 31, 2011. I have enclosed a copy of the change of request form for your inspection. While out of the country, on December the 15th, just as a reminder, I sent my daughter an e-mail asking her to pay any taxes due prior to December 31 I have also enclosed a copy of that e-mail, so that you might see that my intentions were to have all taxes paid early. I have in my lifetime never failed to pay my taxes on time, or early. I do this to avoid any penalties, because my income is my monthly social security check for $1263 10. I have enclosed a copy of my bank statement showing the amount that I receive from social security.

I returned home in the late evening on the first of February 1st 2012. The next day February 2nd, as I was about to enter my truck to run some errands, my next door neighbor brought me a stack of mail which they said had been delivered to my home two to three days after I had left the country, instead of going to my daughters address as requested. Included in this mail were two Galveston county tax statements, that should have been forwarded to my daughter, but due to some postal office error's she never received them. One of the statements is for $3,173 43 and the other is for$1,708.11, totaling $4881.54 dollars. Since these were never received until I returned home in February, there were penalties totaling $346.74 resulting in my having to pay a total of$5228.28 dollars. I have enclosed a letter from the Postmaster which takes responsibility for the error in not forwarding the mail as requested, but offers no compensation or financial help, only an apology

This situation is not only embarrassing to me but also is a financial hardship on my finances. As I said earlier I have never been late before and, I have paid them in full, including the penalties since returning home, but these penalties were incurred due to no fault of my own, but solely due to the errors of the postal service.

I think that with the evidence I have included with this letter you can see that my intentions were to have these and any taxes due paid prior to the end of the year, and I am asking for your understanding of the circumstances and relief and return of the penalties which were paid. I thank you in advance for your consideration, and remain,
Very truly yours,

John W. Reil

John W Reil

enclosures

RECEIVED
FEB 27 2012
COLLECTIONS

Restricted Information

UNITED STATES POSTAL SERVICE

Detail COA Information

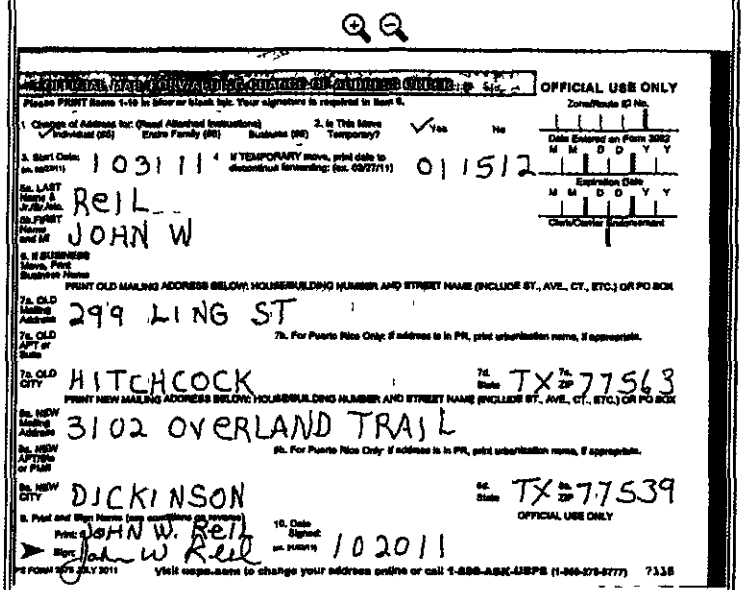
Home Logout

Back New Search

Current COA Information is not Available

COARS History Record 1

Move Type:	IT	**Primary:**	REIL299
Extract1:	RIEL299		
Request:	Added		
Change Reason:	CFPS	**Maint. Function:**	Added
Effective Date:	10/31/2011	**Temporary Date:**	01/15/2012
Orig Trans :	1129803930030900		
Created On:	10/25/2011 12 30	**Last Update:**	10/25/2011
Status:	Active		
Last modified by:	T878		
Machine ID:	0393		
Name.	REIL JOHN W		
Old CRID.	R092		
Old Address:	299 LING ST HITCHCOCK TX 77563-2602-99		
New CRID:	C007		
New Address:	3102 OVERLAND TRL DICKINSON TX 77539-6049-02		



OFFICIAL USE ONLY

Please PRINT items 1-10 in blue or black ink. Your signature is required in item 9.

1. Change of Address for: (Read Attached Instructions) ✓ Individual (05) Entire Family (06) Business (08)
2. Is This Move Temporary? ✓ Yes No
3. Start Date: 103111
4. If TEMPORARY move, print date to discontinue forwarding: (ex. 03/27/11) 011512
5a. LAST Name & Jr./Sr./etc. REIL
5b. FIRST Name and MI JOHN W
6. If BUSINESS Move, Print Business Name
PRINT OLD MAILING ADDRESS BELOW: HOUSE/BUILDING NUMBER AND STREET NAME (INCLUDE ST., AVE., CT., ETC.) OR PO BOX
7a. OLD Mailing Address 299 LING ST
7b. For Puerto Rico Only: If address is in PR, print urbanization name, if appropriate.
7c. OLD APT or Suite
7d. OLD CITY HITCHCOCK
7d. State TX 7e. ZIP 77563
PRINT NEW MAILING ADDRESS BELOW: HOUSE/BUILDING NUMBER AND STREET NAME (INCLUDE ST., AVE., CT., ETC.) OR PO BOX
8a. NEW Mailing Address 3102 OVERLAND TRAIL
8b. For Puerto Rico Only: If address is in PR, print urbanization name, if appropriate.
8c. NEW APT/Ste or PMB
8d. NEW CITY DICKINSON
8d. State TX 8e. ZIP 77539
9. Print and Sign Name (see conditions on reverse)
Print: JOHN W. REIL
Sign: John W Reil
10. Date Signed: 102011
OFFICIAL USE ONLY
Visit usps.com to change your address online or call 1-800-ASK-USPS

Copyright© 2002-2012, Siemens All Rights Reserved (v4 1 Build 1102) coaweb-03
02/03/2012 01 20 58 PM

POSTMASTER
SANTA FE TX

UNITED STATES
POSTAL SERVICE

To Whom it May Concern:

Customer: John W. Reil , 299 Ling St., Hitchcock, TX 77563 submitted a temporary change of address through the Postal Service requesting his mail be forwarded while he was out of the country. The temporary change of address was to be effective beginning 10/31/2011 until 1/15/2012. Upon his return he realized there had been a postal error and several pieces of his mail were not forwarded as requested, such as tax statements and various other pieces of mail. We apologize for any inconvenience this has caused. Please contact Patti Johnson at the Santa Fe Post Office if any additional information is needed. (409) 927-2677.

Thank you in advance,

Patti Johnson

Patti Johnson
Postmaster
Santa Fe, TX 77510

13002 HWY
SANTA FE, TX 77510-9998
409-927-2677

HITCHCOCK TX / 3632603

Ext: COLS416

Carrier Route: R092 [Add] 08/19/11
Start Date: 08/16/11
Individual Only ID: 1123050550100520

ALLEN'TONI
390 LING ST
BAYOU VISTA TX 775632617

Ext: ALLE390 TONI390

Carrier Route: R092 [Add] 10/15/
Start Date: 10/03/11 End:04/05/1
Family ID: 11276900004446

YPARRAGUIRRE JAY
320 LING ST
BAYOU VISTA TX 775632617

Ext: YPAR320

Carrier Route: R092 [Add] 10/27/
Start Date: 10/31/11 End:01/15/1
Individual Only ID: 11298039300309

REIL'JOHN W
299 LING ST
HITCHCOCK TX 775632602

Ext: REIL299 RIEL299

Carrier Route: R092 [Add] 10/27/
Start Date: 10/01/11
Individual Only ID: 11299039300066

GONNELS JR'DAVID R
409 LING ST
HITCHCOCK TX 775632604

Ext: GONN409

Carrier Route: R092 [Add] 11/22/11
Start Date: 11/21/11
Individual Only ID: 1131890000374380

ZAHARA'SCOTT W
227 BARRACUDA ST
BAYOU VISTA TX 775632563

Ext: ZAHA227

Carrier Route: R092 [Add] 12/07/11
Start Date: 12/06/11
Individual Only ID: 1133990000368440

FREEMAN'JOHN
399 LING ST
HITCHCOCK TX 775632601

Ext: FREE399

PO BOX 27459 • HOUSTON, TX 77227-7459

Account 6720056908

P02003 05-0000-AMG-PG0023-00004
0002001 01 AT 0 362 **AUTO 9 0 3013 77563-260299

JOHN W REIL
POD
299 LING ST
HITCHCOCK TX 77563-2602

DIRECT INQUIRIES TO:
Direct all inquiries to Customer Service:

In Houston:	713-235-8810
In Dallas/Fort Worth:	214-754-9500
In San Antonio.	210-343-4500
Or Toll-Free.	800-287-0301

Press 0 for a Customer Service Representativ

Amegy Bank - The "A" Bank
Amegy Bank National Association

Your 2011 year end tax statement will have a different look than in past years. The 1099/1098 form has been simplified and we believe will easily complete with your tax return. If you have any questions regarding the new form, please contact Customer Service at [illegible]

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance	Outstanding Balances Owed
50+ Free Checking	6720056908	$10,373.96	

50+ FREE CHECKING 6720056908

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
17,208.76	1,264 12	28 75	8,070 17	10,373 96

2 DEPOSITS/CREDITS

Date	Amount	Description
12/28	1,263 10	US TREASURY 303 XXSOC S *******93A SSREF # 011357002590403 1103105609
01/12	1 02	INTEREST PAYMENT 0001206319

2 CHARGES/DEBITS

Date	Amount	Description
12/20	15.85	TGS UTLTYPYMNT 1436 REF # 011353010675939 1102523181
01/10	12.90	TGS UTLTYPYMNT 1440 REF # 012010009471689 1103840697

From: John Reil <thereilestate@cs com>
To: robtroch <robtroch@yahoo com>
Date: Thu, Dec 15, 2011 7 57 pm

Hey Baby Girl,

Better come on down and help me pull in some more of these big ones Hope all is well with you and and the boys If you need anything let me know
Also please pay any taxes that are due prior to Dec 31
I hope you liked the photos
Love ya,
Dad

AGENDA ITEM #20a3

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22. 2012

Carl Owen
556 Georgetown St
Beaumont. Texas 77707-1817

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 4050 0000 0079 000*

Dear Mr Owen

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter. you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for June 12, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

May 14, 2012

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE. Request for waiver/refund of penalty & interest
Carl Owen
4050-0000-0079-000

Dear Judge Henry

Mr Owens is requesting a waiver/refund of the penalty and interest on the above referenced account Mr Owens states he was paying taxes on multiple accounts with business checks and personal checks and later realized that the checks to pay the taxes from his personal account were still in his checkbook

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

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

Account No	Year	Refund
4050-0000-0079-000	2011	$ 16 90

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

February 2, 2012

To: J. Shane Howard
Re: Acct #s 700000-000/669308 and 028300-000/004200

and

To: Cheryl E Johnson
Re: Acct # 405000000079000,

Dear Sir and Ma'am,

Boy did I screw up!

I pay taxes on for 6 different accounts, five in Jefferson County and one in Galveston County. Three of these are paid with company checks with the other three paid by personal checks. I am paying other personal bills right now and I see that I posted checks in Quicken to pay the taxes with my personal account but the checks were still in my checkbook for the three that I pay with personal checks!

On January 31st I made out all six envelopes, put stamps on them, took them to the mailbox and stopped by the bank to transfer funds to my personal account to cover the checks. Apparently I only wrote out the checks for the tax payments paid by my business account. I must have gotten distracted while paying my taxes on Tuesday.

I am writing this letter with the hope of avoiding penalties. Also attached is a copy of my deposit slip showing that I did transfer the funds into my personal account to cover the taxes. Please call me if you have any questions.

Sincerely,

Carl R. Owen
409-728-0829

BBVA Compass

Transaction Receipt

01-31-12 15 27 18352 0011
[illegible] 140
[illegible] 4783 $2 100 00

CRO

RECEIVED
FEB 22 2012
COLLECTIONS

To ensure proper and timely posting of your transaction, please use a personalized deposit and/or withdrawal slip with each transaction. To order personal checks, please call 1-800-355-8123.

The bank symbol, transaction number, date and amount are shown on this document. All transactions are subject to proof and verification and accepted in accordance with the terms of the deposit agreement. BBVA Compass is a trade name of Compass Bank. Member FDIC

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location: 977 CRANE LN 77650
Acreage: 1140
Legal Description:
ABST 65 PAGE 7 LOT 79 HOLIDAY BEACH

ACCOUNT #: 405000000079000 **CAD #:** R178975

D059764075931 T234 N225

OWEN CARL
& MARTHA ZOCH
556 GEORGETOWN ST
BEAUMONT TX 77707-1817

Appraised Land Value: $12,00
Improvements/Personal Property Value: ±
Total Market Value: $12,00
Homestead Cap Adjustment:

MTG/Agent:
Sales Tax Savings:
Assessment Ratio: 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100 x	Tax Rate =	Total Taxes
GALVESTON CO	$12,000	$0	$12,000	61294500	$73.55
ROAD & FLOOD	$12,000	$0	$12,000	00885500	$1.06
GALVESTON ISD	$12,000	$0	$12,000	1 1650000	$139.80
GALVESTON COMM C	$12,000	$0	$12,000	.18945000	$22.73
TOTAL 2011 TAXES					**$237.14**

Current Exemptions According to Appraisal District:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Centra Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located)*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL: Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below.

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option (1/2 by November 30, 2011)

Entity	Amount Due
GALVESTON CO	$73.55
ROAD & FLOOD	$1 06
GALVESTON ISD	$139 80
1ST payment by 11/30/11 of:	$107.21
2ND payment by 7/2/12 of:	$107.20

Non-Split Pay Taxes Due (by January 31, 2012)

GALVESTON COMM COLLEC	$22 73
Total Due January 31, 2012:	$22.73

O-65, Disabled & Disaster Payment Option (1/4 by January 31, 2012)

Payment Due Date	Amount Due
January 31, 2012	
April 2, 2012	
May 31, 2012	
July 31, 2012	

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$237 14	$ 00	$237.14
If paid in November	$237 14	$.00	$237.14
If paid in December	$237.14	$ 00	$237 14
If paid in January	$237 14	$ 00	$237 14
If paid in February	$253 74	$ 00	$253 74

*Our records indicate delinquent taxes are due for the following tax years:

TAX RECEIPT

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:

OWEN CARL
& MARTHA ZOCH
556 GEORGETOWN
BEAUMONT , TX 77707

Legal Description:
ABST 65 PAGE 7 LOT 79 HOLIDAY BEACH

Parcel Address. 977 CRANE LN
Legal Acres· 0 1140

Remit Seq No: 20556703
Receipt Date: 02/02/2012
Deposit Date: 02/21/2012
Print Date: 02/21/2012

Deposit No: 619022112P
Validation No: 900000023662601
Account No: **4050-0000-0079-000**
Operator Code. DOWNS_D

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	12,000	0 612945	68 74	4 81	0 00	73 55
2011	Road & Flood	12,000	0 008855	0 99	0 07	0 00	1 06
2011	Galveston Isd	12,000	1 165000	130 65	9 15	0 00	139 80
2011	Galveston Comm College Dist	12,000	0 189450	21 25	1 48	0 00	22 73
				$221.63	$15.51	$0.00	$237 14

Check Number(s):
1788

PAYMENT TYPE· *PARTIAL PAYMENT*
Checks: $237 14

Exemptions on this property·

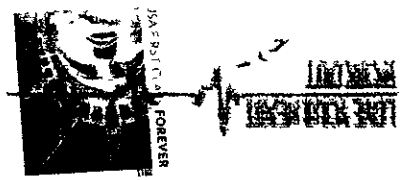
Total Applied: $237 14
Total Tendered: $237 14
(for accounts paid on 02/02/2012)
Change Paid: $0 00

REMAINING BALANCE

PAYER:
OWEN CARL
& MARTHA ZOCH
556 GEORGETOWN
BEAUMONT , TX 77707

21 1 153

CHERYL E. JOHNSON, PA
722 MOODY
GALVESTON, TX 77550



NORTH HOUSTON TX 773
02 FEB 2012 PM 4 L

556 GEORGETOWN
BEAUMONT, TX 77707

1788

CARL R. OWEN
TDL 02008977
2828 DELTA DR. 409-962-7424
PORT ARTHUR, TX 77642-0219

35-1054/1130
18360

02/02/12
Date

Pay to the Order of CHERYL E. JOHNSON $ 237.14

TWO HUNDRED THIRTY SEVEN AND 14/100 Dollars

Security Features Details on Back

BBVA Compass
Compass Bank
Port Arthur, TX

For 405000000079000

⑈113010547⑆ 0170893783⑈ 1788

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Fulfillments Accounts Statements Window

ORACLE

Account Status

Prev Account | Next Account | Prev Owner | Next Owner | Add Notes | Notes

KELLYM
AC16008 v1.219

STATUS DETAIL

Account Information

Account No. [illegible] Roll Code REAL PROPERT

Certified Owner OWEN CARL

Address Line 8 MARTHA ZOCH

Amount Due as of 03/29/2012 Owner No. 0

Tax Units: Tax Unit Description

Tax Unit Yr. Rec. Type

Tax Unit 2 210 601

AG INCLUDED

Remove Tax

Multi Select

Amount Due Paid Information

Year	Appr. Value	H	O	V	D		Base Days	Paid Days	Write-Off	Remaining Days	Fees	Penalty	Amount Due
2011	$12,000			0			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$.00
2010	$12,000			0			$237.99	$237.99	$.00	$.00	$.00	$.00	$.00
2009	$12,000			0			$238.20	$238.20	$.00	$.00	$.00	$.00	$.00
2008	$128,440	Y	Y	0		Exemption	$436.05	$436.05	$.00	$.00	$.00	$.00	$.00
2007	$116,140	Y	Y	0		Exemption	$420.83	$420.83	$.00	$.00	$.00	$.00	$.00
2006	$116,140	Y	Y	0		Exemption	$509.05	$509.05	$.00	$.00	$.00	$.00	$.00
2005	$86,630	Y	Y	0		Exemption	$509.42	$509.42	$.00	$.00	$.00	$.00	$.00
2004	$78,750			0			$459.79	$459.79	$.00	$.00	$.00	$.00	$.00
2003	$71,590			0			$429.44	$429.44	$.00	$.00	$.00	$.00	$.00

Last Payment Date

Totals

Last Payer

start

AGENDA ITEM #20a4

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22, 2012

Vincent R Lepar, Jr
2559 Costa Mesa Circle
League City, Texas 77573-6339

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 1641 0000 0131 000*

Dear Mr Lepar

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners' Court agenda for June 12, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

May 10, 2012

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

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

RE Request for Waiver of Penalty & Interest
1641-0000-0131-000
Vincent R. Lepar, Jr

Dear Judge Henry

Mr. Lepar is requesting a waiver of penalty and interest on the account number referenced above

The homeowner states he did not receive the 2011 tax statement and has had difficulty receiving them in the past Our records show an original 2011 statement was mailed to the address currently listed on the account

According to the Texas Property Tax Code Section 31.01 (g) " . failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

Account No	Year	Waiver
1641-0000-0131-000	2011	$ 103 50

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

I spoke with Cheryl Johnson who instructed me to write this email concerning the penalty that was assessed for $98 Ever since we owned this property we have had difficulty receiving our tax statements We do have another property which is paid by the escrow account at our bank and therefore not sure if that is the confusion I have had to pay penalties in the past for not receiving this on time and therefore would request that this be waived I am now putting this on my calendar to pay directly through the website as I did today in November so this does not happen in the future

Thank you for your assistance on this and also for the professionalism of Cheryl Johnson It was truly a pleasure speaking with her today

Kathleen LePar RN, MBA
Vice President, Professional Services
Beacon Partners, Inc
Direct 781-681-7456
Main 781-982-8400 ext 7456
Fax 781-337-8469
Cell 781-789-2365
http //www beaconpartners com
http //www spotlightonhealthcare com
http //www beaconpartners ARRA resource center

RECEIVED
FEB 29 2012
COLLECTIONS

"Integrating People, Processes and Technologies"

CONFIDENTIALITY NOTICE This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited If you have received this communication in error, please notify Beacon Partners immediately by telephone at (781) 982-8400, x7414 and destroy all copies of this communication and any attachments

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location 11719 BEACHSIDE 77554
Acreage 4760
Legal Description
BEACHSIDE VILLAGE (2004) ABST 121, LOT 131, ACRES 0 476

ACCOUNT # 164100000131000 CAD #· R419692

D059764036166 T108 N212

LEPAR VINCENT R JR
KATHLEEN
2559 COSTA MESA CIR
LEAGUE CITY TX 77573-6339

Appraised Land Value	$55,330
Improvements/Personal Property Value	+
Total Market Value	$55,330
Homestead Cap Adjustment	

MTG/Agent
Sales Tax Savings $60 86
Assessment Ratio 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100 x	Tax Rate =	Total Taxes
GALVESTON CO	$55,330	$0	$55,330	61294500	$339 14
ROAD & FLOOD	$55,330	$0	$55,330	00885500	$4 90
GALVESTON ISD	$55,330	$0	$55,330	1 1650000	$644 59
GALV CITY	$55,330	$0	$55,330	55400100	$306 53
GALVESTON COMM C	$55,330	$0	$55,330	18945000	$104 82
TOTAL 2011 TAXES					**$1,399.98**

Current Exemptions According to Appraisal District

Should you have questions regarding the exemptions or wish to update address or ownership information contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located)*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL Must be USPS postmarked by January 31 2012, unless you qualify for a payment option below

SPLIT PAYMENT Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines Most governments offer this payment option Those not participating are shown below

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought) A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1 2012

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option *(1/2 by November 30, 2011)*

Entity	Amount Due
GALVESTON CO	$339 14
ROAD & FLOOD	$4 90
GALVESTON ISD	$644 59
GALV CITY	$306 53
1ST payment by 11/30/11 of	**$647.58**
2ND payment by 7/2/12 of	**$647.58**

O-65, Disabled & Disaster Payment Option *(1/4 by January 31, 2012)*

Payment Due Date	Amount Due
January 31 2012	
April 2, 2012	
May 31 2012	
July 31 2012	

Non-Split Pay Taxes Due *(by January 31, 2012)*

GALVESTON COMM COLLEG	$104 82
Total Due January 31, 2012	**$104.82**

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$1,399 98	$ 00	$1,399 98
If paid in November	$1,399 98	$ 00	$1,399 98
If paid in December	$1,399 98	$ 00	$1,399 98
If paid in January	$1,399 98	$ 00	$1,399 98
If paid in February	$1,497 98	$ 00	$1,497 98

*Our records indicate delinquent taxes are due for the following tax years

Please send this coupon with check money order or cashier's check payable to GCTO in the enclosed envelope
Correspondence, ownership or other changes should be mailed separately to Property Tax Dept , 722 Moody, Galveston TX 77550

ACCOUNT # 1641-0000-0131-000
CAD # R419692

LEPAR VINCENT R JR &
KATHLEEN
2559 COSTA MESA CIR
LEAGUE CITY TX 77573

Credit card checks NOT accepted A $25 fee will be charged for all returned checks **Select a payment option below**

- ☐ First half split payment by 11/30/11
- ☐ O65/DP/Disaster ¼ payment by 1/31/12
- ☐ Full payment by 1/31/12
- ☐ Please mail postcard receipt

000000R419692 0000139998 0000139998 0000139998 0000139998 6

COUNTY	Tax Rate	61294500	61975000	61860000	55860000	56860000	58735000	4 3600000
	Levy	$339 14	$342 91	$230 80	$2,083 97	$2,121 28	$2,191 23	-84 52
	% Difference	-1 10	48 57	-88 92	-1 76	-3 19		
ROAD &	Taxable Value	$55,330	$55,330	$37,310	$373,070	$373,070	$373,070	-85 17
FLOOD	Tax Rate	00885500	00900000	01140000	01140000	01140000	01140000	-22 32000
	Levy	$4 90	$4 98	$4 25	$42 53	$42 53	$42 53	-88 48
	% Difference	-1 61	17 18	-90 01	00	00		
GALVESTON	Taxable Value	$55,330	$55,330	$37,310	$373,070	$373,070	$373,070	-85 17
I S D	Tax Rate	1 1650000	1 1650000	1 1650000	1 1650000	1 1750000	1 5250000	-23 61000
	Levy	$644 59	$644 59	$434 66	$4,346 27	$4,383 57	$5,689 32	-88 67
	% Difference	00	48 30	-90 00	- 85	-22 95		
GALVESTON	Taxable Value	$55,330	$55,330	$37,310	$373,070	$373,070	$373,070	-85 17
CITY	Tax Rate	55400100	55400000	55400000	49400000	49400000	49400000	12 150000
	Levy	$306 53	$306 53	$206 70	$1,842 97	$1,842 97	$1,842 97	-83 37
	% Difference	00	48 30	-88 78	00	00		
GALVESTON	Taxable Value	$55,330	$55,330	$37,310	$373,070	$373,070	$373,070	-85 17
COLL	Tax Rate	18945000	18947500	19000000	17000000	17000000	17000000	11 440000
	Levy	$104 82	$104 84	$70 89	$634 22	$634 22	$634 22	-83 47
	% Difference	- 02	47 89	-88 82	00	00		
	Taxable Value							
	Tax Rate							
	Levy							
	% Difference							
	Taxable Value							
	Tax Rate							
	Levy							
	% Difference							

Late Payment of Taxes Is Very Costly!

Current year (2011) taxes become delinquent February 1, 2012 Delinquent property taxes are assessed hefty penalties and interest as shown in the chart below Attorney fees are added July 1

When Paid In	Penalty	Interest	Attorney Fees	Total P/I/A
February	6%	1%	NA	7%
March	7%	2%	NA	9%
April	8%	3%	NA	11%
May	9%	4%	NA	13%
June	10%	5%	NA	15%
July	12%	6%	15-20%	33-38%
August	12%	7%	15-20%	34-39%
September	12%	8%	15-20%	35-40%
October	12%	9%	15-20%	36-41%
November	12%	10%	15-20%	37-42%
December	12%	11%	15-20%	38-43%
January	12%	12%	15-20%	39-44%

Protest Your Property Value 2012 Class Schedule

By the time you receive a tax bill, the opportunity to reduce the amount has passed May 31 is the deadline to schedule an appointment at the appraisal district to lower your property value

For the 8th year in a row, Tax Assessor Collector Cheryl E Johnson will teach her award winning class "Effectively Protest Your Appraised Value" as shown below Learn techniques—not tricks—and gain a thorough understanding of the Texas tax process Classes begin at 6 pm and last about two hours

Date	Location
4/9/12	Galveston County Courthouse, 1st Floor
4/18/12	Tiki Island Public Safety Bldg
4/23/12	Village on the Park, FM 528, Friendswood
4/30/12	North County Annex, 174 Calder, League City
5/9/12	Jimmy Walker Community Center, Kemah
5/14/12	Railroad Museum, FM 517, Dickinson
5/16/12	Mid-County Annex, EF Lowry Expwy, Texas City

Avoid a line - pay on-line!

The following transaction fees apply

E-check $1 00
Credit card 2 5%

School District Tax Rate Comparison Current & Previous Year

	Tax Rate	2010	2011
GALVESTON	M&O Rate	1 0400000	1 0400000
I S D	I&S Rate	12500000	12500000
	Total Rate	**1.1650000**	**1 1650000**

For information regarding values and exemptions,

Appraisal & Collection Technologies GALVESTON COUNTY

ORACLE

DOMINICK_L
ACT8006 v1 219

05/10/2012 10:04:57
GCTO_PROD

STATUS

Statements/Notices

DOMINICK_L
ACT_STMT v1 0

05/10/2012 10:05:02
GCTO_PROD

Account No 164100000131000

Close Window

Year	Stmt Seq	Comments	Stmt Type	Stmt Category	Change Date
2011	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Multi Select

Amount Due

Totals

Last Payment Date

Last Payer

Alert

start

10:05 AM

10 05 08AM 10-May-2012

Appraisal & Collection Technologies - GALVESTON COUNTY

Window

ORACLE

Notes

KELLYM

ACT8008 v1.219

STATUS DETAIL

Account Information

Account No: 164100000131000 | Roll Code: REAL PROPERT

Certified Owner: LEPAR VINCENT R JR &

Address Line: KATHLEEN

Amount Due as of: 03/23/2012 | Owner No: 0

AG INCLUDED

2 | 210 | 330 | 601

Notes For Account No. 164100000131000 -- Certified Owner LEPAR VINCENT R JR &

Year	Entry Date	Operator ID	Note	Msg	Expiry Date
2011	02/28/2012	JOHNS_C	CUSTOMER HAS NOT RECEIVED STATEMENT AGAIN THIS YEA		
2010	[illegible]	[illegible]	[illegible]		
2009	11/08/2009	[illegible]	2009 STATEMENT MAILED TO OWNER / MAILED TO: LEPAR VI	STMT	
2008	06/04/2008	SUPP	2009 MAY NAO		
2008	06/04/2008	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC05, YEAR = 20		
2008	03/02/2008	EVANS_E	DELQ STMT Double Click to See Notes in an Editor A MESA CF	DSTM	
2008	10/22/2008	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC10A, YEAR =		
2008	10/22/2008	[illegible]	2008 CURRENT STATEMENT TO OWNER / MAILED TO: SHAW	STMT	

Year	Amount
2011	
2010	
2009	
2008	$
2007	$
2006	$
2005	$
2004	

Last Payment Date

Last Pay

Delete Note | Add Note | Process Notes | Visit Notes | Close Window

Double Click to See Notes in an Editor

start | Snagit/32 | Adobe Reader | Internet Explorer | Property Tax PSI Let... | 3:37 PM

AGENDA ITEM #20a5

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22. 2012

Thomas W Richey
15 Willowend Drive
Houston, Texas 77024-7630

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 4350 0002 0005 000*

Dear Mr Richey

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for June 12, 2012 Court begins at 9 30 a.m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

May 15, 2012

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
4350-0002-0005-000
Richey, Thomas W

Dear Judge Henry

Mr Richey is requesting a refund of penalty and interest on the account referenced above Mr Richey states he did not receive a 2011 tax statement due to it being sent to an incorrect address The address on the property record appears on the deed that was provided to the Central Appraisal District to initiate the most recent ownership transfer

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

Account #	Year	Waiver
4350-0002-0005-000	2011	$ 1,338 48

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

To the extent applicable to and enforceable against the Property, this Deed is executed, delivered and accepted subject to the following any liens described herein, ad valorem taxes for the current and all subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments, and standby fees, if any, all valid utility easements created by the dedication deed or plat of the platted subdivision in which the Property is located, covenants and restrictions common to the platted subdivision in which the Property is located, mineral reservations, and maintenance or assessment liens (if any), all as shown by the real property records of the County Clerk of the County in which said Property is located; and any title or rights asserted by anyone (including, but not limited to, persons, corporations, governments or other entities) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any

The contract between Grantor, as the seller, and Grantee, as the buyer, may contain limitations as to warranties To the extent said contract provides for such limitations to survive this conveyance, they shall be deemed incorporated herein by reference However, the warranty of title contained in this Deed is hereby expressly excluded from any limitations as to warranties contained in the contract referenced in this paragraph

When this Deed is executed by more than one person, or when Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns" Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be The term "Mortgagee" shall include the Mortgagee's heirs, successors and assigns, as applicable

DATED the 2 day of _____, _____

FRANK PACI

FRANCES PACI

ACKNOWLEDGMENTS

THE STATE OF ~~TEXAS~~ NORTH CAROLINA

COUNTY OF ~~GALVESTON~~ WAKE

This instrument was acknowledged before me on the 27th day of August, 2011, by FRANK PACI AND FRANCES PACI

Notary Public NOLLIE E. JONES, JR

After Recording Return To Grantee
At GRANTEE'S MAILING ADDRESS:

THOMAS WRIGHT RICHEY, JR. AND SHEILA A. RICHEY

15 WILLOWEND DRIVE
HOUSTON, TX 77024

LOAN NO · 110803012
GENERAL WARRANTY DEED (With Third Party Vendor's Lien)
Form - WARDEED1 1570 (Ver 04 2009)

NOLLIE E. JONES, JR.
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires Dec. 3, 2015

ORIGINAL

2011044189

3 PGS

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.

GENERAL WARRANTY DEED

(With Third Party Vendor's Lien)

THE STATE OF TEXAS }

COUNTY OF GALVESTON

THAT FRANK PACI AND FRANCES PACI,

hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10 00) and other good and valuable consideration to Grantor in hand paid by THOMAS WRIGHT RICHEY, JR.,

hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by Grantee of one certain Promissory Note of even date herewith, in the original principal sum of FOUR HUNDRED SEVENTEEN THOUSAND AND 00/100 ($ 417,000.00), payable to the order of RMC VANGUARD MORTGAGE CORPORATION,

hereinafter called "Mortgagee", said Promissory Note being secured by a Vendor's Lien and the Superior Title herein retained and reserved in favor of Grantor and assigned and conveyed, without recourse, to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to THOMAS E BLACK, JR.,

Trustee, reference to said Promissory Note and Deed of Trust being hereby made for all purposes,

Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described real property, to-wit.

THE SURFACE ONLY OF LOT FIVE (5), IN BLOCK TWO (2), OF KAHALA BEACH ESTATES, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 17, PAGE 183, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title, and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof (hereinafter referred to as the "Property")

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's heirs or assigns FOREVER Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators TO WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee and Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof

But it is expressly agreed that Grantor reserves and retains for Grantor, and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the Property until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute

WHEREAS, Mortgagee, at the special instance and request of Grantee, having paid to Grantor a portion of the purchase price of the Property, as evidenced by the above described Promissory Note, Grantor hereby assigns, transfers, conveys and delivers, without recourse, to Mortgagee said Vendor's Lien and Superior Title against said Property to secure the payment of said Promissory Note, and subrogates Mortgagee to all rights and remedies of Grantor in the Property by virtue thereof

RICHEY RESOURCES CO.

RECEIVED
APR 16 2012
GALVESTON COUNTY JUDGE

April 12, 2012

The Honorable Judge Mark Henry
722 Moody Avenue
Galveston, TX 77550

Dear Judge Henry·

We were levied a penalty on our beach house at 19154 Kahala Drive, Galveston, Texas. The reason we accrued the penalty was that the Galveston Taxing Authority sent the tax bill to the wrong address. It was sent to ***15*** Willowend Drive. The correct address is ***115*** Willowend Drive. We only discovered the error when our mortgage company notified us of delinquent taxes. Attached is the original tax statement as well as the statement showing the tax and the fine are paid in full.

Sir, I have made tax payments on multiple properties in several states for over fifty years and have never missed a payment or was assessed a penalty.

I respectfully request that due to this error, I receive a refund for the amount of $1,338.48.

Thank you for your kind assistance in this matter.

Cordially,

Thomas W. Richey

Enclosures

1616 S VOSS RD • SUITE 820 • HOUSTON, TX 77057 • 713 622 0877 (O) • 713 622 0876 (F)
TOM@RICHEYRESOURCES COM • WWW.RICHEYRESOURCES COM

View Note

OCT 2011 NAO - STMT BATCH 2011 STMT FICKS / THOMAS WRIGHT JR & SHEILA, 19 WILLOWBEND DR, HOUSTON, TX 77024-7630, AMT DUE $14,870.08

Print Window

Close Window

Notes For Account No. 435000020005000 -- Certified Owner RICHEY THOMAS WRIGHT JR & SHEILA

Year	Entry Date	Operator ID	Note	Msg	Expire Date
2011	05/16/2012	SUPP	APRIL 2012 NAO		
2011	05/16/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC04, YEAR = 2(		
2011	04/02/2012	ROBINSON_G	DELQ STMT - SUMMARY 15 WILLOWEND DR, HOUSTON, TX	DSTM	
2011	11/04/2011	LEMONS_E	OCT 2011 NAO - STMT BATCH 2011 STMT RICHEY THOMAS	CSTM	
2011	11/04/2011	SUPP	OCT 2011 NAO		
2011	11/04/2011	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC10, YEAR = 2(		
2010	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO PACI FRANK & FF	STMT	
2009	11/09/2009	STMT763165	2009 STATEMENT MAILED TO OWNER / MAILED TO PACI FRA	STMT	

Delete Note | Add Note | Print Window | View Note | Close Window

Crider, Rachael

From: David Arnold [darnold@galvestoncad org]
Sent: Wednesday, May 09, 2012 1:35 PM
To: Crider, Rachael
Subject: Account R117272
Attachments: CCF05092012_00000 pdf

Hi Rachael,

I attached the August 2011 deed which initiated the most recent ownership transfer on the subject property record Unless instructed otherwise, we typically use the grantee's mailing address provided on the deed This appears on the second page of the attachment

David Arnold
Galveston CAD
GIS/Mapping
409-935-1980 ext418

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

April 16, 2012

The Honorable Cheryl E Johnson
Tax Assessor-Collector
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re: Request for refund

Dear Ms Johnson

Enclosed is a request for a refund of penalty and interest charges from.
Thomas W. Richey
115 Willowend Drive
Houston, Texas 77024-7630

Account No. 4350-0002-0005-000

Please review this request and return to the Commissioners' Court Thank you very much for your assistance

Sincerely,

Mark Henry

Enclosure

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

RICHEY RESOURCES CO.

RECEIVED
APR 16 2012
GALVESTON COUNTY JUDGE

April 12, 2012

The Honorable Judge Mark Henry
722 Moody Avenue
Galveston, TX 77550

Dear Judge Henry

We were levied a penalty on our beach house at 19154 Kahala Drive, Galveston, Texas The reason we accrued the penalty was that the Galveston Taxing Authority sent the tax bill to the wrong address It was sent to ***15*** Willowend Drive The correct address is ***115*** Willowend Drive. We only discovered the error when our mortgage company notified us of delinquent taxes Attached is the original tax statement as well as the statement showing the tax and the fine are paid in full

Sir, I have made tax payments on multiple properties in several states for over fifty years and have never missed a payment or was assessed a penalty

I respectfully request that due to this error, I receive a refund for the amount of $1,338 48

Thank you for your kind assistance in this matter

Cordially,

Thomas W. Richey

Enclosures

1616 S VOSS RD • SUITE 820 • HOUSTON, TX 77057 • 713 622 0877 (O) • 713 622 0876 (F)
TOM@RICHEYRESOURCES COM • WWW RICHEYRESOURCES COM

DELINQUENT TAX STATEMENT SUMMARY

CHERYL E JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston TX 77550
409-766-2481, 1-877-766-2284

Certified Owner

RICHEY THOMAS WRIGHT JR & SHEILA
15 WILLOWEND DR
HOUSTON, TX 77024-7630

Legal Description

ABST 121 PAGE 24 LOT 5 & PT OF ADJ PVT
ROAD BLK 2 KAHALA BEACH ESTATES

Account No 4350-0002-0005-000 **Appr Dist No** R117272

As of Date 04 02 2012

Legal Acres 4960
Parcel Address 19154 KAHALA DR
Print Date 04/02 2012 **Printed By** ROBINSON C

Year	Tax Units	Remaining Levy	IF PAID BY END OF MONTH APRIL 2012 Penalty Interest	Total	IF PAID BY END OF MONTH MAY 2012 Penalty Interest	Total	IF PAID BY END OF MONTH JUNE 2012 Penalty Interest	Total
2011	1 2 210 330 601	$14 872 06	$1 635 94	$16 508 00	$1 933 37	$16 805 43	$2 230 82	$17 102 88
TOTAL AMOUNT DUE		$14 872 06	$1 635 94	$16,508 00	$1 933 37	$16 805 43	$2 230 82	$17,102 88

Tax Unit Codes

1 GALVESTON CO 2 ROAD & FLOOD 210 GALVESTON ISD 330 GALV CITY
601 GALVESTON COMM COLLEGE DIST

Pay your property taxes online by visiting http //www galcotax com
IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES

Cheryl E Johnson
Galveston County
Tax Assessor/Collector
P O Box 1169
Galveston, Texas 77553

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

Print Date 04/02/2012

Appr Dist No R117272

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

Galveston County Tax Office
722 Moody
Galveston Texas 77550

* 4 3 5 0 0 0 2 0 0 0 5 0 0 0 *

4350 0002 0005-000

If Paid By	Amount Due
APR 2012	$16 508 00
MAY 2012	$16 805 43
JUN 2012	$17 102 88

Amount Paid $_____

RICHEY THOMAS WRIGHT JR & SHEILA
15 WILLOWEND DR
HOUSTON TX 77024-7630

000000R117272 0001650800 0001680543 0001710288 0001710288 4

TAX RECEIPT

CHERYL E JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner

RICHEY THOMAS WRIGHT JR & SHEILA
15 WILLOWEND DR
HOUSTON , TX 77024-7630

Legal Description:
ABST 121 PAGE 24 LOT 5 & PT OF ADJ PVT
ROAD BLK 2 KAHALA BEACH ESTATES

Parcel Address 19154 KAHALA DR
Legal Acres 0.4960

Remit Seq No 20809791
Receipt Date: 04/02/2012
Deposit Date 04/11/2012
Print Date: 04/11/2012

Deposit No. 619041112P
Validation No: 900000025486863
Account No **4350-0002-0005-000**
Operator Code DOWNS_D

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	587 770	0 612945	3 602 71	324 24	0 00	3,926 95
2011	Road & Flood	587 770	0 008855	52 05	4 68	0 00	56 73
2011	Galveston Isd	587 770	1 165000	6 847 52	616 28	0 00	7 463 80
2011	Galv City	587 770	0 554001	3 256 25	293 06	0 00	3 549 31
2011	Galveston Comm College Dist	587 770	0 189450	1 113 53	100 22	0 00	1,213 75
				$14 872 06	$1,338 48	$0 00	$16 210 54

Check Number(s).
2093

PAYMENT TYPE:
Checks $16 210 54

Exemptions on this property.

Total Applied: $16 210 54
Total Tendered $16,210 54
(for accounts paid on 04/02/2012)
Change Paid $0 00

ACCOUNT PAID IN FULL

PAYER
RICHEY THOMAS WRIGHT JR & SHEILA
15 WILLOWEND DR
HOUSTON TX 77024-7630

RECEIVED
APR 30 2012
GALVESTON COUNTY JUDGE

RICHEY RESOURCES CO.

April 27, 2012

The Honorable Judge Mark Henry
722 Moody Avenue
Galveston, TX 77550

Dear Judge Henry

In a previous letter (copy enclosed) we requested that a penalty on a late tax payment be reimbursed The reason was due to an error by the taxing department who sent the tax notice to 15 Willowend Drive, Houston NOT to 115 Willowend Drive, Houston We never received the tax notice

We made full payment immediately upon hearing of the error (which included a large penalty)

Since we never received the request for tax payment and since we are enclosing proof of the error, we respectfully request reimbursement for this penalty

Thank you in advance

Cordially,

Thomas W Richey

Enclosures

1616 S VOSS RD • SUITE 820 • HOUSTON, TX 77057 • 713 622 0877 (O) • 713 622 0876 (F)
TOM@RICHEYRESOURCES COM • WWW RICHEYRESOURCES COM

RICHEY RESOURCES CO.

April 12, 2012

The Honorable Judge Mark Henry
722 Moody Avenue
Galveston, TX 77550

Dear Judge Henry·

We were levied a penalty on our beach house at 19154 Kahala Drive, Galveston, Texas The reason we accrued the penalty was that the Galveston Taxing Authority sent the tax bill to the wrong address It was sent to ***15*** Willowend Drive The correct address is ***115*** Willowend Drive. We only discovered the error when our mortgage company notified us of delinquent taxes. Attached is the original tax statement as well as the statement showing the tax and the fine are paid in full

Sir, I have made tax payments on multiple properties in several states for over fifty years and have never missed a payment or was assessed a penalty

I respectfully request that due to this error, I receive a refund for the amount of $1,338 48

Thank you for your kind assistance in this matter.

Cordially,

Thomas W. Richey

Enclosures

1616 S VOSS RD • SUITE 820 • HOUSTON, TX 77057 • 713 622 0877 (O) • 713 622 0876 (F)
TOM@RICHEYRESOURCES COM • WWW RICHEYRESOURCES COM

DELINQUENT TAX STATEMENT SUMMARY

CHERYL E JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston TX 77550
409-766-2481, 1-877-766-2284

Certified Owner

RICHEY THOMAS WRIGHT JR & SHEILA
15 WILLOWEND DR
HOUSTON, TX 77024-7630

Legal Description

ABST 121 PAGE 24 LOTS & PT OF ADJ PVT ROAD BLK 2 KAHALA BEACH ESTATES

Legal Acres 4960
Parcel Address 19154 KAHALA DR
Print Date 04/02/2012 Printed By ROBINSON C

Account No. 4350-0002-0005-000 Appr Dist No R117272

As of Date 04/02/2012

Year	Tax Units	Remaining Levy	IF PAID BY END OF MONTH APRIL 2012 Penalty Interest	Total	IF PAID BY END OF MONTH MAY 2012 Penalty Interest	Total	IF PAID BY END OF MONTH JUNE 2012 Penalty Interest	Total
2011	1 2 210 330 601	$14 872 06	$1 635 94	$16 508 00	$1 933 37	$16 805 43	$2 230 82	$17,102 88
TOTAL AMOUNT DUE		$14 872 06	$1 635 94	$16,508 00	$1 933 37	$16,805 43	$2 230 82	$17,102 88

Tax Unit Codes

1 GALVESTON CO 2 ROAD & FLOOD 210 GALVESTON ISD 330 GALV CITY
601 GALVESTON COMM COLLEGE DIST

Pay your property taxes online by visiting http //www galcotax.com
IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES

Cheryl E. Johnson
Galveston County
Tax Assessor/Collector
P O Box 1169
Galveston, Texas 77553

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

Print Date 04/02/2012

Appr Dist No R117272

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

Galveston County Tax Office
722 Moody
Galveston Texas 77550

4350000200500 2

4350 0002 0005 000

If Paid By	Amount Due
APR 2012	$16 508 00
MAY 2012	$16 805 43
JUN 2012	$17 102 88

Amount Paid $ _____

RICHEY THOMAS WRIGHT JR & SHEILA
15 WILLOWEND DR
HOUSTON TX 77024 7630

000000R117272 0001650800 0001680543 0001710288 0001710288 4

AGENDA ITEM #20a6

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22. 2012

Joe Curtis
9310 Raeford
Dallas, Texas 75243-7224

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 5856 0011 0001 000*

Dear Mr Curtis

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for June 12, 2012. Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

May 18, 2012

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest
Joe Curtis
5856-0011-0001-000

Dear Judge Henry

Mr Curtis is requesting a refund of penalty and interest on the account number referenced above Mr Curtis mailed two payments in separate envelopes and mistakenly forgot to put postage on one of them It was returned to him for postage

Texas Property Tax Code Section 1 08, Timeliness of Action by Mail, states the following

"When a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if

1 It is sent by regular first-class mail, properly addressed with postage prepaid, and
2 It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period "

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

Account No	Year	Refund
5856-0011-0001-000	2011	$ 531 35

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Crider, Rachael

From: Joe Curtis [joedcurtis@att.net]
Sent: Tuesday, February 07, 2012 11 54 AM
To: Crider, Rachael
Subject: Request for waiver of penalty

Dear Ms. Crider,

This letter is a request to the Commissioner's Court for a waiver of tax penalty for property on Galveston Island. The property in question is Account # 585600110001000 or CAD # R123 611. To ensure the account is paid up as of this date, I am sending you a check in a separate mailing for the total due today of $8,122.11 However, I am requesting a refund based on the appeal below of $531.35

The reason for my appeal is outlined below.

I made a very bad mistake and ask for your consideration. I have two properties in Galveston that I mailed the tax payments in January 28, 2011. One arrived by January 31 and has been processed and is ok. The other payment for property referenced above was sent at the same time and did not have postage on the envelope. I mailed both envelopes and the same time. They were the same size and color, and I mistakenly overlooked the fact that one did not have a postage stamp. It is obviously my fault.

By separate mail I am sending the unopened return envelope from the post office, which has their stamp of "RETURNED FOR POSTAGE" in red on the envelope. Hopefully you willl have that to review during the appeal. Inside is a check for $1897.69 for one-fourth of the taxes due and a signed form requesting installment payments, since I am 77 and eligible for this installment plan. PLEASE TEAR UP THE CHECK AS I HAVE ALL READY PAID THE TAXES I only wanted you to see the contents of the unopened envelope.

If you review my records, you will see that I have never missed a tax deadline in the 14 years I've been in Galveston. The $531.35 extra payment puts an undue burden on me as I am now retired from building and have no source of regular earned income.

Your consideration of my case would be greatly appreciated.

Sincerely,

Joe Curtis

CHASE

JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

January 27, 2012 through February 24, 2012
Account Number: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Hearing Impaired:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679

00060987 DRE 201 143 05612 NNNNNNNNNNN T 1 000000000 17
JOE D OR VIRGINIA CURTIS
OR VIRGINIA CURTIS
9310 RAEFORD
DALLAS TX 75243-7224

9660 is missing check to Galveston Tax assessor mailed same day as 9659.

CHASE

January 27, 2012 through February 24, 2012
Account Number: [redacted]

CHECKS PAID

For another Galveston property - tax payment

CHECK NO	DESCRIPTION	DATE PAID	AMOUNT
9659 ^		01/30	$1,493 61
9661 * ^		02/02	378 80
9662 ^		02/01	483 47
9664 * ^		02/06	181 12
9665	Check # 9665 Galveston MUD#29 Checkpymt [redacted]	02/09	45 00
9666 ^		02/02	28.30
9673 * ^		02/13	307.00
9674 ^		01/30	90.00
9675 ^		02/02	1,000.00
9676 ^		02/06	30 00
9678 * ^		02/08	8,122.11
9679 ^		02/08	75 00
9681 * ^		02/14	200.00
9682	Check # 9682 Chase Check Pymt [redacted]	02/17	201 91
9683 ^		02/21	13 74
9684 ^		02/21	82 39
9685 ^		02/22	200.00
9686 ^		02/24	18 00
9687 ^		02/17	4,000 00
9688 ^	02/20	02/21	400 00
Total Checks Paid			**$17,350.45**

[Retrieve Image By Name]

Image: 120130/1010-3-F.tif.png

(2403 of 7236)

< previous next >

JOE D. OR VIRGINIA S. CURTIS
9310 RAEFORD 214-341-8566
DALLAS, TEXAS 75243

32-61/1110 158

9659

DATE 12/31/11

PAY TO THE ORDER OF Galveston County Tax Office $ 1,493 61

one thousand four hundred ninety three 61/100 DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO Retainer

AGENDA ITEM #20a7

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22, 2012

Kim Winson
3602 Queensburg Lane
Friendswood, Texas 77546-2228

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 1383 0002 0028 000*

Dear Ms Winson

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for June 12, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

May 18, 2012

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest
Kim Winson
1383-0002-0028-000

Dear Judge Henry

Ms Winson is requesting a refund of the penalty and interest on the account referenced above Ms Winson states she mistakenly put the wrong account number on her online banking payment that was made in November 2011 and was unaware the check was returned However, there was a stop payment request made on this payment in December

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

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

Account No	Year	Refund
1383-0002-0028-000	2011	$ 129 66

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

Febuary 9, 2012

RECEIVED
FEB 13 2012
GALVESTON COUNTY JUDGE

Commissioners Court

Judge Mark Henry

722 Moody

Galveston, Tx 77550

Dear Judge Henry,

I am writing to ask to have my penalty and interest waived on my tax bill for acct# 138300020028000.

I have two properties in Galveston County and mistakenly put the wrong account number on my online payment November 10, 2011.

My accounts are :

#13830002002800	225 Gladebridge Dr. 77539	2706.44
#38420004002800	2030 Cutter Dr. 77573	1981.73

clerk error

his error

I paid $2706.44 which was applied to #384200040028000 and resulted in a $724.71 overage. I also paid $1981.73 to same account.

I have just learned this money was returned to my bank. I have spoken to Elizabeth Lemons in the tax office and she is going to apply $724.71 to account #13830002002800. I am making an online payment of 1981.73 today.

Hopefully, this will get everything back on the right track.

Thank you for your help,

Kim Winson

Kim Winson

3602 Queensburg Ln.

Friendswood Tx 77546-2228

281-960-5718

1383 · 0002 0028 000

$129.66

3842 0004 0028 000

Help

Unviewed Notices (0)
(0)
(3)

Payment Confirmation

You have successfully scheduled the following payment(s) You can edit or cancel pending payments but not processed payments

XXXXXX8242 Kim Personal

PENDING PAYMENTS

Payee	Reference #	Send On	Deliver By	Amount
Gladebridge Tax	VBNBDP5L	02/09/2012	02/16/2012	$1,981 73
			Total (1)	$1,981.73

Note Payments can be scheduled for Monday-Friday, excluding holidays To make or change payments scheduled for today, you must submit your request before 7:00 p m Pacific Time

To Overview

Payment Account(s)
Not all accounts are shown

Checking Accounts

Kennel Klub XXXXXX2667
Avail Balance. $2,504 10

Kleinwood Checking XXXXXX8227
Avail Balance $14,972 44

Business Line
Apply Now

Inwood Klm XXXX-XXXX-XXXX-9370
Avail Credit: $5,519 00

Personal Line of Credit

Home Equity Line
Apply Now

Other Services
Overdraft Protection

Payments Help

Learn more about
Payment Account(s) Section

Equal Housing Lender
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Payment

Wells Fargo Business Online®

Payment Confirmation

You have successfully scheduled the following payment(s). You can edit or cancel pending payments, but not processed payments

XXXXXX8242 Kim Personal

PENDING PAYMENTS

Payee	Reference #	Send On	Deliver By	Amount
Galveston County	ABGBFO7U	11/10/2011	11/18/2011	$2,706.44
			Total (1):	$2,706.44

Note: Payments can be scheduled for Monday-Friday, excluding holidays. To make or change payments scheduled for today, you must submit your request before 7:00 p.m. Pacific Time.

To Overview

This was payment sent to the wrong acct.
~~Sent~~ Applied to Cutler Dr.

Payment A
Not all accour
Checki
Kennel Klub
Avail Balanc
Kleinwood
Checking X
Avail Balanc
Credit A
Business Li
Apply Now
BUSINESS
XXXX-XXXX
Avail. Credit
Personal Li
Apply Now
Home Equit
Apply Now
Other Servi
Overdraft Pr
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Payment Ac

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Payees

Wells Fargo Business Online®

Add Payee 1 | Submit Payment 2 | Confirmation 3

Payment Confirmation

You have successfully scheduled the following payment. You can edit or cancel pending payments, but not processed payments

Payee: Galveston County
Amount: 1,981.73
Send on: 11/10/2011
Deliver By: 11/16/2011
Reference #: UBWBAO7U

This was the payment that was returned for Cutter DR.

You will be notified by email when a payment is sent. View/Edit notifications.

Set up automatic payments

Go to Overview | View My Payees | Pay New Payee

= Payee will be sent a paper check.

Note: Payments can be scheduled for Monday-Friday, excluding holidays. To make or change payments scheduled for today, you must submit your request before 7:00 p.m. Pacific Time.

Kim S. WINSON # 1383000200280O

Wells Fargo Business Online

Bill Pay Overview **Payments** Payees eBills Reports Notices User Profile

Payments Help

To report a problem with a payment in Payment Processed, Check Cashed or Stop/Return status, select the Inquire About Payment link We recommend that you wait until after the Deliver By date to verify whether the payee received the payment

Learn more about

Payment Details

GALVESTON COUNTY (Account Number xxxxxxxxxxx8000)

Payment Account	Send On	Payee Name and Address	Amount	Reference #
XXXXXX8242 Kim Personal	11/10/2011	GALVESTON COUNTY TAX ASSESSOR CO 722 21ST ST GALVESTON, TX 77550 - 2317	$1,[illegible].73	UBWBAO7U

Name on Account	KIM WINSON
Business Name	KIM WINSON
Payment Type	Check
Check Number	1125831602
Status	Stop/Return A stop payment request was made on this payment Your funds were returned to the payment account on 12/09/2011

money was returned 12-9-11
Kim was actually unaware money was returned
until Feb when she was sent a bill from Galv County.
Sharon Winson

Equal Housing Lender

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Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

February 14, 2012

The Honorable Cheryl E Johnson
Tax Assessor-Collector
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re· Request for refund

Dear Ms Johnson

Enclosed is a request for a refund of penalty and interest charges from:
Kim Winson
3602 Queensburg Ln.
Friendswood, Texas 77546-2228

Account No. 1383 0002 0028 000 & 3842 0004 0028 000

Please review this request and return to the Commissioners' Court Thank you very much for your assistance.

Sincerely,

Mark Henry

Enclosure

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Febuary 9, 2012

RECEIVED
FEB 13 2012
GALVESTON COUNTY JUDGE

Commissioners Court

Judge Mark Henry

722 Moody

Galveston, Tx 77550

Dear Judge Henry,

I am writing to ask to have my penalty and interest waived on my tax bill for acct# 138300020028000

I have two properties in Galveston County and mistakenly put the wrong account number on my online payment November 10, 2011

My accounts are

#13830002002800	225 Gladebridge Dr	77539	2706 44
#38420004002800	2030 Cutter Dr	77573	1981.73

I paid $2706.44 which was applied to #384200040028000 and resulted in a $724 71 overage I also paid $1981 73 to same account.

I have just learned this money was returned to my bank I have spoken to Elizabeth Lemons in the tax office and she is going to apply $724 71 to account #13830002002800 I am making an online payment of 1981 73 today

Hopefully, this will get everything back on the right track

Thank you for your help,

Kim Winson

Kim Winson

3602 Queensburg Ln

Friendswood Tx 77546-2228

281-960-5718

Wells Fargo Business Online

Bill Pay Overview Payments Payees eBills Reports Notices User Profile

(0)
(0)
(3)

Payment Confirmation

Submitted Processed Payments

XXXXXX8242 Kim Personal

PENDING PAYMENTS

Payee	Reference #			Amount
Gladebridge Tax	VBNBDP5L	02/09/2012	02/16/2012	$1,981 73
			Total (1)	**$1,981 73**

Note Payments can be scheduled for Monday-Friday, excluding holidays To make or change payments scheduled for today, you must submit your request before 7 00 p m Pacific Time

Payment Account(s)
Not all accounts are shown

Kennel Klub XXXXXX2667
Avail Balance $2 504 10

Kleinwood Checking XXXXXX8227
Avail Balance $14,972 44

Business Line

Inwood Kim XXXX-XXXX-XXXX-9370
Avail Credit $5,519 00

Personal Line of Credit

Home Equity Line

Other Services

Payments Help

Learn more about

Equal Housing Lender

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CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location: 2030 CUTTER DR 77573
Acreage 2390
Legal Description
ABST 18 PAGE 10 LOT 28 BLK 4 HARBOUR PARK

ACCOUNT #: 384200040028000 **CAD #:** R296062

D059764008510 T030 N078

WINSON ERROL B
3602 QUEENSBURG LN
FRIENDSWOOD TX 77546-2228

Appraised Land Value	$32,340
Improvements/Personal Property Value	+128,540
Total Market Value	$160,880
Homestead Cap Adjustment	

MTG/Agent
Sales Tax Savings $122 12
Assessment Ratio: 100%

Entity	Market Value *	Exemptions *	Taxable Value * 100 *	Tax Rate *	Total Taxes
GALVESTON CO	$160,880	$0	$160,880	61294500	$986 11
ROAD & FLOOD	$160,880	$0	$160,880	00885500	$14 25
LEAGUE CITY	$160,880	$0	$160,880	.61000000	$981 37

TOTAL 2011 TAXES [redacted]

Current Exemptions According to Appraisal District 11 18 1951 13 Overage 724.71

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located)*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL: Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines Most governments offer this payment option. Those not participating are shown below

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option (1/2 by November 30, 2011)

Entity	Amount Due
GALVESTON CO	$986 11
ROAD & FLOOD	$14.25
LEAGUE CITY	$981 37
1st payment by [illegible]	[illegible]
2nd payment by [illegible]	[illegible]

Non-Split Pay Taxes Due (by January 31, 2012)

Total Due January 31, 2012	$.00

O-65, Disabled & Disaster Payment Option (1/4 by January 31, 2012)

Payment Due Date	Amount Due
January 31, 2012	
April 2, 2012	
May 31, 2012	
July 31, 2012	

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$1,981 73	$ 00	$1,981 73
If paid in November	$1,981 73	$ 00	$1,981 73
If paid in December	$1,981 73	$ 00	$1,981 73
If paid in January	$1,981 73	$ 00	$1,981 73
If paid in February	$2,120.46	$.00	$2,120 46

*Our records indicate delinquent taxes are due for the following tax years

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location: 325 GLADE BRIDGE DR 77539
Acreage 1540
Legal Description:
BAY COLONY POINTE SEC 3 (09), BLOCK 2, LOT 28, ACRES 0.154

ACCOUNT #: 138300020028000 **CAD #:** R388629

D059764008511 T030 N079

WINSON KIM S
3602 QUEENSBURG LN
FRIENDSWOOD TX 77546-2228

Appraised Land Value	$27,910
Improvements/Personal Property Value	+62,190
Total Market Value	$90,100
Homestead Cap Adjustment	

MTG/Agent
Sales Tax Savings $68 39
Assessment Ratio 100%

Entity	Market Value	Exemptions	Taxable Value	Tax Rate	Total Taxes
GALVESTON CO	$90,100	$0	$90,100	61294500	$552 26
ROAD & FLOOD	$90,100	$0	$90,100	.00885500	$7 98
DICKINSON ISD	$90,100	$0	$90,100	1 5400000	$1,387 54
LEAGUE CITY	$90,100	$0	$90,100	61000000	$549 61
MAINLAND COLL	$90,100	$0	$90,100	23202000	$209 05
TOTAL 2011 TAXES					**$2,706.44**

Current Exemptions According to Appraisal District

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located)*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL. Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option Those not participating are shown below

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option (1/2 by November 30, 2011)

Entity	Amount Due
GALVESTON CO	$552 26
ROAD & FLOOD	$7.98
LEAGUE CITY	$549.61
MAINLAND COLL	$209 05
1st payment by 11/30/11 all	[illegible]
2nd payment by 1/2/12 all	[illegible]

Non-Split Pay Taxes Due (by January 31, 2012)

DICKINSON ISD	$1,387 54
Total Due January 31, 2012:	**$1,387.54**

O-65, Disabled & Disaster Payment Option (1/4 by January 31, 2012)

Payment Due Date	Amount Due
January 31, 2012	
April 2, 2012	
May 31, 2012	
July 31, 2012	

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$2,706 44	$ 00	$2,706 44
If paid in November	$2,706 44	$ 00	$2,706 44
If paid in December	$2,706 44	$ 00	$2,706 44
If paid in January	$2,706 44	$ 00	$2,706 44
If paid in February	$2,895 89	$ 00	$2,895 89

*Our records indicate delinquent taxes are due for the following tax years

Payment

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Payment Confirmation

You have successfully scheduled the following payment(s) You can still cancel pending but not processed payments

XXXXXX8242 Kim Personal

PENDING PAYMENTS

Payee	Reference #	Scheduled	Deliver By	Amount
Galveston County	ABGBFO7U	11/10/2011	11/18/2011	$2,706 44
			Total (1)	**$2,706.44**

Note Payments can be scheduled for Monday-Friday, excluding holidays To make or change payments scheduled for today, you must submit your request before 7 00 p m Pacific Time

This was payment sent to the wrong acct. ~~Sent~~ Applied to Cutler Dr.

Payment A
Not all accou

Kennel Klub
Avail Balanc

Kleinwood Checking X
Avail Balanc

Credit A

Business Li

BUSINESS C XXXX-XXXX
Avail Credit

Personal Li

Home Equit

Other Servic
Overdraft P

Payments H

Learn more a
Payment Ac

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Overview Bill Pay Transfers Tax Payments

Bill Pay Overview Payments **Payees** eBills Reports Notices User Profile

Add Payee 1 | Submit Payment 2 | Confirmation 3

Payment Confirmation

You have successfully scheduled the following payment. You can edit or cancel pending payments but not processed payments

Payee: Galveston County
Amount: 1,981 73
Send on: 11/10/2011
Deliver By: 11/18/2011
Reference #: UBWBAO7U

This was the payment that was returned for Cutter DR.

You will be notified by email when a payment is sent. view/edit notifications

Go to Overview | View My Payees | **Pay New Payee**

= Payee will be sent a

Note. Payments can be scheduled for Monday-Friday, excluding holidays To make or change payments scheduled for today, you must submit your request before 7:00 p.m. Pacific Time

Payment Acc
(Note Not all ac shown)

Kennel Klub X
Avail Balance

Kleinwood Checking XXX
Avail Balance

Business Lin

BUSINESS C/ XXXX-XXXX-
Avail Credit

Personal Lin

Home Equity

Other Servic

Payments H
Learn more a
Payment Ac

Bill Pay Overview | Payments | Payees | eBills | Reports | Notices | User Profile

Accounts | Transfers & Payments | Brokerage | Account Services | Messages & Alerts | Online Solutions | Op

Equal Housing Lender

AGENDA ITEM #20a8

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22, 2012

Jose O Nable
1306 Kirby Lake Ct
Richmond, Texas 77406

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 4130 0003 0123 000*

Dear Mr. Nable

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for June 12, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

May 18, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for Refund of Penalty & Interest
4130-0003-0123-000
Jose O Nable

Dear Judge Henry

Mr Nable is requesting a refund of the penalty and interest assessed after April 2011 on the account number referenced above Mr Nable states that due to hard economic times, he could not pay his taxes by the delinquency date and opted to pay in April with the penalties and interest The payment was never received by the Tax Office. In October he discovered his check had not cleared so another check was written in November Our records show a delinquency notice was sent in May 2011

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

Account No.	Year	Refund
4130-0003-0123-000	2010	$1,227 73

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

Jose Oscar T Nable
1306 Kirby Lake Ct.
Richmond, TX 77406

RECEIVED
JAN 18 2012
GALVESTON COUNTY JUDGE

January 13, 2012

Hon. Mark Henry
Galveston County Judge
722 Moody
Galveston, TX 77550

RE Waiver of Penalty and Interest
Acc# 413000030123000

Dear Judge Henry,

I am writing you about my property tax penalty and interest on property I own in Indian Beach. My taxes for 2010 was $3,468.13. Due to hard economic times, I could not pay by January of 2011 and opted instead to pay on April with penalties included amounting to $3,849.63. This payment, with check number 3369, was mailed on April 29, 2011. I was not aware that the tax assessor and collector did not receive my payment. I had only found out in late October when I received mail from the tax assessor the amount that was due. After checking with my bank that the check had never cleared, the penalties had amounted to $1,609.22 On November 23, 2011 check number 3477, in the amount of $5,077 35, was mailed to the tax assessor and collector.

Enclosed are copies of my tax receipt and documentation from my bank. I ask that you please waive these added penalties and just let me pay what was due back on April 2011.

Respectfully,

Jose Oscar T. Nable

Stop Payment Confirmation

ACCOUNT NUMBER
1882108952
PLACEMENT DATE
11/15/2011
EXPIRATION DATE*
05/16/2012

80534
PHILAM CAPITAL LLC
1306 KIRBY LAKE CT
RICHMOND TX 77406-7981

As you requested, we have entered a Stop Payment Order on the item(s) described on this form. This notice acknowledge your Stop Payment Order If any of the Stop Payment Order information listed on this form is incorrect, advise us immediately this Stop Payment Order will not be effective if the check(s) or other item(s) which the Stop Payment Order covers is (are misdescribed in any way, including but not limited to, amount or check number

PAYEE		REASON FOR STOP PAYMENT	
CHERYL JOHNSON		LOST	
TYPE OF STOP	DATE OF ITEM	LOW DOLLAR AMOUNT (if a range)	DOLLAR AMOUNT (or high dollar amount, if a range)
CHECK	04/29/2011	3,849.63	3,849.63
	STOP PAYMENT FEE AMOUNT	STOP PAYMENT FEE AMOUNT	CHECK NUMBER (or high check number, if a range)
		3369	3369

NOTE

*A Verbal Stop Payment Order is binding upon the Bank only for 14 calendar days unless confirmed in writing during this period If a Verbal Stop Payment Order is not confirmed in writing during the 14 calendar days, the expiration date is 14 calendar days after the placement date noted above To confirm your Verbal Stop Payment Order, please complete the bottom portion of this form and return it to the Bank in the enclosed pre-addressed envelope.

Should you wish to release any Stop Payment Order prior to its expiration date, please instruct us in writing

Please See The Reverse Side Of This Document

↓ ↓

Detach Here And Keep This Top Portion For Your Records

Verbal Stop Payment Request Confirmation

To confirm the placement of your Verbal Stop Payment Order please review the information below and on the reverse, sign and date the form and then return it in the envelope provided

PHILAM CAPITAL LLC
1306 KIRBY LAKE CT
RICHMOND TX 77406-7981

ACCOUNT NUMBER
1882108952
PLACEMENT DATE
11/15/2011
EXPIRATION DATE*
05/16/2012

PAYEE		REASON FOR STOP PAYMENT	
CHERYL JOHNSON		LOST	
TYPE OF STOP	DATE OF ITEM	LOW DOLLAR AMOUNT (if a range)	DOLLAR AMOUNT (or high dollar amount if a range)
CHECK	04/29/2011	3,849.63	3,849.63
	STOP PAYMENT FEE AMOUNT	LOW CHECK NUMBER (If a range)	CHECK NUMBER (or high check number if a range)
		3369	3369

MI 01712 (08/06)

RSS0 3 FSS RST STOP PAY INQ/MAINT 111/11/17 17 2

RSMU CO 10043 OP MS ACTION SUCCESSFUL
ACTION NXT COID ACCT COND
PROD CODE DDA ACCT 1882108952 SHORT NAME PHILAM CAPITAL LL
CLASS 3 (1,2,3) TYPE 1 CURRENCY

HIGH CHECK AMOUNT..	3849.63	TIME PLACED.....	09.58.4
LOW CHECK AMOUNT....	3849.63	DATE PLACED.....	111/11/1
HIGH CHECK NUMBER...	3369	DATE EXPIRES.....	112/05/1
LOW CHECK NUMBER....	3369	STATUS CODE.....	1
		CHARGE CODE.....	N
CHECK DATED.....	111/04/29	OVERRIDE CHARGE AMT.. .	.00
		NUMBER OF CHKS OUT.....	0
PAYEE... CHERYL JOHNSON		NUMBER CHKS RETURNED...	0
		DATE LAST CHK RETURNED.	

SPECIAL COMMENTS LINE 1 CUK 534-713 507-7356
LINE 2
RESTRAINT REASON LINE 1 LOST
LINE 2

TYPE CODE VALUES:
01 = CHECK AND BLANKET
22 = EFT DEBIT
23 = EFT CREDIT

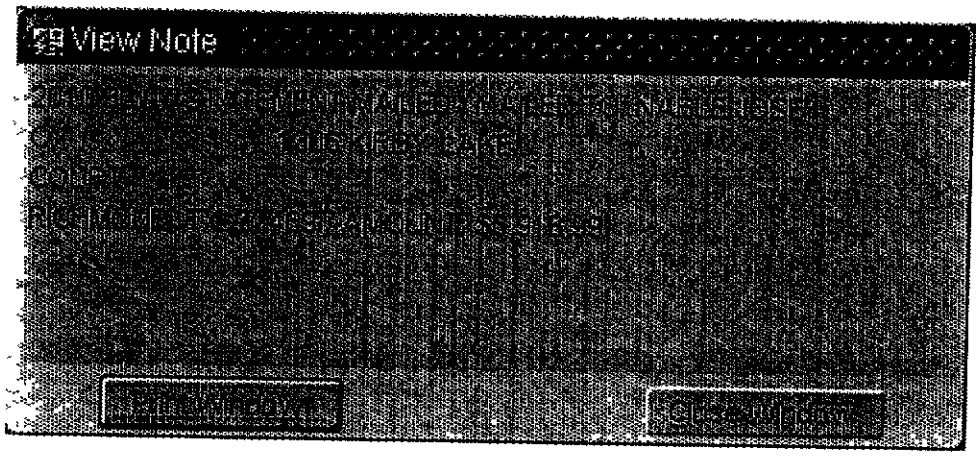
STATUS CODE VALUES :
1 = ACTIVE
2 = DELETE
A = ACTIVE PD
B = DELETE PD

PF: 2-CONT 4-CHG 5-FAD 6-INQ 9-NXT -ADD

COMERICA BANK
P.O. BOX 4167
HOUSTON TX

COMERICA BANK
P.O. BOX 4167
HOUSTON TX, 77210-4167

5-5-11



10-20-10

View Note

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

January 19. 2012

The Honorable Cheryl E Johnson
Tax Assessor-Collector
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re Request for refund

Dear Ms. Johnson:

Enclosed is a request for a refund of penalty and interest charges from·
Jose Oscar T Nable
1306 Kirby Lake Ct
Richmond, TX 77406

Account No. 4130 0003 0123 000

Please review this request and return to the Commissioners' Court Thank you very much for your assistance

Sincerely,

Mark Henry

Enclosure

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

RECEIVED
JAN 18 2012
GALVESTON COUNTY JUDGE

Jose Oscar T Nable
1306 Kirby Lake Ct
Richmond, TX 77406

January 13, 2012

Hon Mark Henry
Galveston County Judge
722 Moody
Galveston, TX 77550

RE Waiver of Penalty and Interest
Acc# 413000030123000

Dear Judge Henry,

I am writing you about my property tax penalty and interest on property I own in Indian Beach My taxes for 2010 was $3,468 13 Due to hard economic times, I could not pay by January of 2011 and opted instead to pay on April with penalties included amounting to $3,849 63 This payment, with check number 3369, was mailed on April 29, 2011 I was not aware that the tax assessor and collector did not receive my payment I had only found out in late October when I received mail from the tax assessor the amount that was due After checking with my bank that the check had never cleared, the penalties had amounted to $1,609 22 On November 23, 2011 check number 3477, in the amount of $5,077 35, was mailed to the tax assessor and collector.

Enclosed are copies of my tax receipt and documentation from my bank I ask that you please waive these added penalties and just let me pay what was due back on April 2011

Respectfully,

Jose Oscar T Nable

TAX RECEIPT

CHERYL E JOHNSON, RTA

P O Box 1169
Galveston, TX 77553-1169

Certified Owner

NABLE JOSE O
1306 KIRBY LAKE COURT
RICHMOND , TX 77469

Legal Description

ABST 121 PAGE 261 OT 123 BLK 3 INDIAN BEACH

Parcel Address
Legal Acres 3 0690

Remit Seq No 19189616
Receipt Date 11/29/2011
Deposit Date 11/30/2011
Print Date 11/30/2011

Deposit No 710113011P
Validation No 900000022710333
Account No **4130-0003-0123-000**
Operator Code ALLEN_S

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2010	Galveston Co	136 690	0 619750	847 14	186 37	206 70	1 240 21
2010	Road & Flood	136,690	0 009000	12 30	2 71	3 00	18 01
2010	Galveston Isd	136,690	1 165000	1,592 44	350 34	388 56	2 331 34
2010	Galv City	136,690	0 554000	757 26	166 60	184 77	1,108 63
2010	Galveston Coll	136,690	0 189475	258 99	56 98	63 19	379 16
				$3,468 13	$763 00	$846 22	$5,077 35

Check Number(s)
3477

PAYMENT TYPE *PARTIAL PAYMENT*
Checks $5 077 35

Exemptions on this property

Total Applied $5 077 35
Total Tendered $5 077 35
(for accounts paid on 11/29/2011)
Change Paid $0 00

REMAINING BALANCE

PAYER.
NABLE JOSE O
1306 KIRBY LAKE COURT
RICHMOND , TX 77469

21 1 153

Comerica Bank Stop Payment Confirmation

ACCOUNT NUMBER
1882108952
PLACEMENT DATE
11/15/2011
EXPIRATION DATE*
05/16/2012

80534
PHILAM CAPITAL LLC
1306 KIRBY LAKE CT
RICHMOND TX 77406-7981

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PAYEE		REASON FOR STOP PAYMENT	
CHERYL JOHNSON		LOST	
TYPE OF STOP	DATE OF ITEM	LOW DOLLAR AMOUNT (if a range)	DOLLAR AMOUNT (or high dollar amount if a range)
CHECK	04/29/2011	3,849 63	3,849 63
	STOP PAYMENT FEE AMOUNT	STOP PAYMENT FEE AMOUNT	CHECK NUMBER (or high check number, if a range)
		3369	3369

NOTE

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Detach Here And Keep This Top Portion For Your Records

Comerica Bank Verbal Stop Payment Request Confirmation

To confirm the placement of your Verbal Stop Payment Order please review the information below and on the reverse, sign and date the form and then return it in the envelope provided

PHILAM CAPITAL LLC
1306 KIRBY LAKE CT
RICHMOND TX 77406-7981

ACCOUNT NUMBER
1882108952
PLACEMENT DATE
11/15/2011
EXPIRATION DATE*
05/16/2012

PAYEE		REASON FOR STOP PAYMENT	
CHERYL JOHNSON		LOST	
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	STOP PAYMENT FEE AMOUNT	LOW CHECK NUMBER (if a range)	CHECK NUMBER (or high check number if a range)
		3369	3369

____ RSS0 3 FSS RST STOP PAY INQ/MAINT 111/11/17 17 27 .

RSMU CO 10043 OP MS ACTION SUCCESSFUL

ACT1ON NXT COID ACCT COND

PROD CODE DDA ACCT 1882108952 SHORT NAME PHILAM CAPITAL LL

CLASS 3 (1,2,3) TYPE 1 CURRENCY

HIGH CHECK AMOUNT .	3849 63	TIME PLACED . . .	09.58 49
LOW CHECK AMOUNT .	3849.63	DATE PLACED ...	111/11/15
HIGH CHECK NUMBER. .	3369	DATE EXPIRES	112/05/16
LOW CHECK NUMBER .	3369	STATUS CODE	1
		CHARGE CODE.	N
CHECK DATED.... .	111/04/29	OVERRIDE CHARGE AMT...	00
		NUMBER OF CHKS OUT..	0
PAYEE .. CHERYL JOHNSON		NUMBER CHKS RETURNED..	0
		DATE LAST CHK RETURNED	

SPECIAL COMMENTS LINE 1 CUK 534-713 507-7356

LINE 2

RESTRAINT REASON LINE 1 LOST

LINE 2

TYPE CODE VALUES·

01 = CHECK AND BLANKET
22 = EFT DEBIT
23 = EFT CREDIT

STATUS CODE VALUES :

1 = ACTIVE
2 = DELETE
A = ACTIVE PD
B = DELETE PD

PF: 2-CONT 4-CHG 5-FAD 6-INQ 9-NXT -ADD

COMERICA BANK
PO BOX 4167
HOUSTON TX ---

COMERICA BANK
P.O. BOX 4167
HOUSTON TX, 77210-4167

AGENDA ITEM #20a9

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22, 2012

Christopher M Gray
211 English Street
Houston, Texas 77009

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3793 0001 0008 000*

Dear Mr Gray,

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for June 12, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

RECEIVED
MAY 22 2012
GALVESTON COUNTY

May 18, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest
Christopher M Gray
3793-0001-0008-000

Dear Judge Henry

Mr Gray is requesting a refund of penalty and interest for the year 2011 We have obtained documentation from Clear Creek Independent School District that Mr Gray inadvertently paid his CCISD taxes twice, both timely, however, it took a couple of months for him to obtain a refund so that he could send the second payment to us Copies of all appropriate supporting documentation has been provided to our office

Whenever we are in receipt of another entity's timely tax payment, we request that they honor the payment as timely and provide all of the supporting documentation (copy of envelope with postmark, refund documentation and original receipt if accidentally processed, etc) Amoroso v Aldine ISD (App 1 Dist 1991) provides that the governing body of a taxing authority has discretion to waive penalties and interest under certain circumstances We consider this to be such a circumstance and respectfully request approval of the request for waiver or refund of penalty and interest

Account No	Year	Refund
3793-0001-0008-000	2011	$ 131 64

Sincerely,

Cheryl E Johnson

Clear Creek I.S.D.
Controlled Disbursement Account

VENDOR NO 19989 CHECK NO. 383845

ACCOUNT		PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
1992	211900		R417231	1,614.86	DUP PYMT

Clear Creek Independent School District
P.O. Box 799 - League City, TX 77574
Controlled Disbursement Account

CHECK DATE 03/02/12
CHECK NO. 383845
VOID AFTER 90 DAYS

WELLS FARGO
37-65
119

AMOUNT $*****1,614.86*

PAY ** NON-NEGOTIABLE **

GRAY CHRISTOPHER
211 ENGLISH ST
HOUSTON TX 77009

Refund

GRAY CHRISTOPHER
211 ENGLISH ST
HOUSTON TX 77009

Print Transaction

CLEAR CREEK ISD TAX OFFICE
PO BOX 650395, DALLAS, TX 75265-0395
WEBSITE: WWW.CCISD.NET
CUSTOMER SERVICE
(281)284-0218

PROPERTY DESCRIPTION
0001216 HALLS BRIDGE
HALLS BRIDGE (2004) ABST 3, BL
OCW 1, LOT 8, ACRES 0.138

ACRES: 0.1380

GRAY, CHRISTOPHER M
567 ALBERTA DR
HOUSTON, TX 77018-5303

2011 TAX STATEMENT 10/13/2011

CAD NUMBER: 3793-0001-0008-000
ACCT NO : R417231
MTG CODE :

TOTAL DUE	:	$	1,614.86
DELINQUENCY DATE:			02/01/2012
AMOUNT DUE IF PAID IN:			
FEBRUARY	(7%)	$	1,727.90
MARCH	(9%)	$	1,760.20
APRIL	(11%)	$	1,792.50
MAY	(13%)	$	1,824.79
JUNE	(15%)	$	1,857.09

24172310001201310000161486

Check 1

CHRISTOPHER M. GRAY
211 ENGLISH ST
HOUSTON, TX 77009

1126

1-18-12
Date

Clear Creek ISD Tax Office $ 1,614.86
One thousand + Six hundred + fourteen + 86/100 Dollars

BBVA Compass
Compass Bank
Houston, TX

#R417231
Halls Bridge

⑆113010547⑆ 2524365866⑈ 1126

Invoice 1

Appraisal & Collection Technologies GALVESTON COUNTY

ORACLE

Deposit Status

151031912CH1

151121410CH1	12/13/2009	7051479	CC0003320639	CR	$1,478.02	$1,478.02	PA	379300010008000	21090240-CHRISTOPHE
714121409P	12/10/2009	14797312	005634	CH	$1,496.13	$1,496.13	PA	379300010008000	GRAY CHRISTOPHER M
881121708P	12/10/2008	12638653	0000005605	CH	$1,214.38	$1,214.38	PA	379300010008000	20339466-CHRISTOPHE
LC20071227	12/27/2007	16377	0	CH	$650.60	$650.60	PA	379300010008000	GRAY CHRISTOPHER M
LC20061213	12/13/2006	9466	0	CH	$722.89	$722.89	PA	379300010008000	GRAY CHRISTOPHER M
LC20051121	11/21/2005	6858	1121	CH	$115.77	$115.77	PA	379300010008000	GRAY CHRISTOPHER M
LC20050121	01/21/2005	21372	1226	CH	$116.24	$116.24	PA	379300010008000	GRAY CHRISTOPHER M
151010208OPC	12/26/2007	10436307	CC000137065	CR	$550.61	$550.61		379300010008000	1887725-CHRISTOPHER
L1340476	01/25/2007	8687292	0000001182	CH	$568.43	$568.43		379300010008000	GRAY CHRISTOPHER M
476051107	11/07/2005	15007	LBX11042005	CH	$116.00	$116.00		379300010008000	15007-UNKNOWN
503050207	02/07/2005	3240701	LATER	CH	$117.85	$117.85		379300010008000	GRAY CHRISTOPHER M
						$6,741.19			

start

3-17-12

Request for Waiver of Penalty + Interest

RECEIVED
MAR 20 2012
GALVESTON COUNTY JUDGE

Judge Henry,

I humbly request that you consider waving the penalty + interest in the amount of $131.64 which I paid this month on my property at 1216 Halls Bridge, League City, TX, 77573, Account # 3793000100008000. As you can see from the copy of the refund check I included, I accidentally paid my CCISD taxes twice this year instead of sending one check to you and one to them. Please forgive this mistake and be assured that it will not happen again going forward.

Sincerely,

Chris Gray

Christopher Gray

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

March 20, 2012

The Honorable Cheryl E Johnson
Tax Assessor-Collector
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re Request for refund

Dear Ms Johnson.

Enclosed is a request for a refund of penalty and interest charges from·
Christopher Gray
211 English Street
Houston, Texas 77009

Account No. 3793 0001 0008 000

Please review this request and return to the Commissioners' Court Thank you very much for your assistance

Sincerely,

Mark Henry

Enclosure

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

3-17-12

Request for Waiver of Penalty + Interest

RECEIVED
MAR 20 2012
GALVESTON COUNTY JUDGE

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Sincerely,

Chris Gray

Christopher Gray

Clear Creek I S D
Controlled Disbursement Account

VENDOR NO 19989

CHECK NO 383845

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
1992 211900		R417231	1,614 86	DUP PYMT

you paid twice

Doc-u-Mailer/ps

MOVE CHECK ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED ON A GREEN BACKGROUND AND CONTAINS SPECIAL SECURITY FEATURES. ACCEPT ONLY AN ORIGINAL DOCUMENT.

Clear Creek Independent School District
P O. Box 799 - League City, TX 77574
Controlled Disbursement Account

Leading the Way in the 21st Century

CHECK DATE 03/02/12
CHECK NO 383845
VOID AFTER 90 DAYS

WELLS FARGO
37-65
1119

AMOUNT $*****1,614 86*

PAY THE SUM OF ******1614* DOLLARS AND *86* CENTS

TO THE ORDER OF
GRAY CHRISTOPHER
211 ENGLISH ST
HOUSTON TX 77009

Dr Scott
Ron Hammond

COUNTER SIGNATURE REQUIRED IF OVER $25,000 00

⑈383845⑈ ⑆111900659⑆ 8659859725⑈

Leading the Way
for the 21st Century

CLEAR CREEK
INDEPENDENT SCHOOL DISTRICT

P.O. Box 799 • League City, Texas 77574-0799

$ 00.47

19989

GRAY CHRISTOPHER
211 ENGLISH ST
HOUSTON TX 77009

AGENDA ITEM #20a10-37

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 22. 2012

Patrick Gobep
P O Box 1116
Crystal Beach, Texas77650

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 0064 0076 0000 000 / 0064 0077 0000 000*

Dear Mr Gobep

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston If you wish to address the Commissioners on this matter. you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for June 12, 2012 Court begins at 9 30 a.m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

May 16, 2012

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

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

Re Request for P & I Waiver
0064-0076-0000-000
0064-0077-0000-000
Patrick Gobep

Dear Judge Henry

Mr Gobep is requesting a waiver of penalty and interest on the accounts referenced above The property went into probate after a death in the family During this time there were no taxes paid on the account since ownership could not be determined The property was deeded over to Mr Gobep in 2006 The taxes were paid in 2011 after other issues pertaining to the property were resolved

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

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

Year	0064-0076-0000-000	0064-0077-0000-000
1997	$115 57	$269 20
1998	$108 53	$252 81
1999	$101 49	$236 41
2000	$128 77	$299 94
2001	$87 41	$203 63
2002	$112 86	$262 92
2003	$117 83	$274 48
2004	$20 05	$46 67
2005	$94 68	$220 58
2006	$79 72	$185 70
2007	$58 04	$135 20
2008	$48 71	$113 48
2009	$47 02	$109 50
2010	$34 29	$79 86

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

Evans, Erma

From: Crider, Rachael
Sent: Wednesday, January 18, 2012 12 05 PM
To: Evans, Erma
Subject: FW Tax accounts 0064-0076-0000-000 and 0064-0077-0000-000
Attachments: Vera_Gobep pdf, p_gobep_20120118090014 pdf, surveys_20120118090123 pdf, tax_accounts_20120118090433 pdf, poa_20120118090330 pdf

Erma,

This is a request for a waiver of P & I I spoke with Andrea over the phone to get a better explanation. The taxes were paid up until 1997 when her grandma passed away There was no will so everything went through probate and was divided between Andrea's dad and aunt The aunt refused to pay the taxes on the properties and her dad did not want to pay them since the property was not completely in his name so the taxes remained unpaid Andrea's dad, Patrick Gobek finally got the aunt to deed over her portion of the property in 2006 From that point it took awhile for everything to be completed

Andrea spoke with someone in the property tax dept and they gave her the total levy due on both accounts less the P & I. She paid that amount but the payments were applied for 2005 forward including P & I She would like the payment to be redistributed to pay the total levy on both accounts leaving just the P & I remaining. I explained to her that if it is not approved in Commissioner's Court that she would still be responsible for the P & I and she is ok with that

Thank You,

Rachael F Crider, RPA
Chief Deputy, Property Tax
Galveston County Tax Office
Office 409-766-2476
Fax 409-766-4561

From: Andrea [mailto:agobep11@aim.com]
Sent: Wednesday, January 18, 2012 9:56 AM
To: Crider, Rachael
Subject: Fwd: Tax accounts: 0064-0076-0000-000 and 0064-0077-0000-000

Rachael,

Attached you'll find several documents to help with your offices investigation pertaining to the two tax accounts I'm asking to go to Commissioner's Court regarding
I've attached the following
my grandmother's and grandfather's heirship affidavit's
The survey's preformed on both tracts (which the larger tract is for the majority wetlands)
A copy of tax statements your office provided me with
Power of Attorney from my father(Patrick Gobep) whom I'm handling all this for

This letter is to request that the Galveston County Tax Office look into waving the penalties and interest on the two tax accounts 0064-0076-0000-000 and 0064-0077-0000-000 The reason I ask this request is, because both grandparents died intestate and it's taken quiet awhile to clear all issues pertaining to the certain parcels of land It was understood that both parcels where to go to my father Patrick Gobep, and it took awhile to get the other sibling to sign a deed Patrick Gobep didn't want to pay any taxes on the property until he knew he had full title to the land Another issue we faced was having the land surveyed to know exactly how much property there was along with a detailed description From review of

the survey's you can see this is a metes and bounds property description Please do look at the dates on the survey as you will find one is dated 2006 and the other one is 2011 It took my survey company a long time to provide survey's for these tracts I know the 2006 survey took a year, and the one dated 2011 took close to the same amount of time I also had the county corp of engineers do a survey delineation on the larger tract to determine if it was wetlands and if so how much This took quite awhile and was done in 2006 or 2007 Unfortunately, I have phoned their office to obtain an copy of the letter they provided me with, but haven't received a call back This tract I'm referring to is attached with the survey which has its own sheet with an exhibit "A" Either way at this time I would like to request that your office helps me with getting this matter to the proper courts to decide about all these interest and penalties The taxes stopped being paid in 1997 (the year my grandmother Vera Gobep died) She was the owner at the time of her death and taxes simply haven't been paid or couldn't until the rightful heir had title Now that all is complete from proper legal descriptions, deeds, and heirship affidavits we are swiftly trying to get all resolved pertaining to both tracts of land The tax office advised my family to pay the tax levy and we have done so for both accounts Since my father has given me power of attorney for this matter I request that you contact me with any concerns or questions If something needs to be mailed I've provided my mailing address below as well as email address/phone # Please let me know if you need any further documents or anything

Respectfully,
Andrea Gobep
agobep11@aim com email

P. O. Box 1116
Crystal Beach, Texas 77650
409-457-0506 (Cell)

This message is intended only for the use of the individual to whom it is addressed and contains information that is privileged, confidential and exempt from disclosure under applicable law If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address or email address.

AGENDA ITEM #21a

Galveston County, Texas

Consideration of Budget Amendments for Tuesday, June 12, 2012

As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2012	12-049-0612-A	**Unlimited Tax Road Bonds, Series 2009A** – Request to budget revenue and expenditures for Change Order No. 2 – Angel Brother's Enterprises Ltd. for the Louisiana project.
2012	12-050-0612-B	**Unlimited Tax Road Bonds, Series 2009A** – Request to transfer budget from Lawrence Road project to Deats Road project to cover Change Order No. 2 – R. W. Lucas contract for improvements.
2012	12-051-0612-C	**Community Services** – Request to budget donations from Reliant Energy and appropriate funds for Summer Relief program.
2012	12-052-0612-D	**Community Services** – Request to transfer budget from Budgeted Reserves to Indigent Health Care to cover expenditures through the end of fiscal year 2012.

Approved by: _____
Mel Trammell, Director of
Finance and Administration

Date: 6/5/2012

AGENDA ITEM #21aA

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Unlimited Tax Road Bonds, Series 2009A	Amendment No 12-049-0612-A
Date Submitted	June 1, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to budget revenue and expenditure for Change Order No 2 - Angel Brother's Enterprises Ltd for the Louisiana Avenue project

This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-000000-4304021	Line Item Contributions from League City	391,769	—
TOTAL - Transfer Amount		$391,769	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731117	Line Item Louisiana Avenue	391,769	—
TOTAL - Transfer Amount		$391,769	

ADDITIONAL COMMENTS

This budget request is to budget the revenue and expenditure for the Change Order No 2 - Angel Brother's Enterprises Ltd which was approved in Commissioners Court on May 29, 2012 On June 1, 2012, the amount of the change order was received from the City of League City

Louisiana Street Project	
Beginning Budget as of 10/01/2011	$5,855,254
Budget Amendment - BA 12-049-0612-A	391,769
2012 Expenditures and Encumbrances to-date	5,408,347
Remaining Budget after approval	$838,676

G. M. Fitzgerald 6-6-12

Departmental Authorization Date

N/A Date

Human Resources Department

6/5/2012

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 6/12/12

AGENDA ITEM #21aB

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Unlimited Tax Road Bonds, Series 2009A	Amendment No 12-050-0612-B
Date Submitted	June 4, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request to transfer budget from Lawrence Road project to Deats Road project in order to cover Change Order No 2 - R W Lucas contract for improvements

This budget amendment does not increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-312112-5731138	Line Item Lawrence Road	19,928	___
TOTAL - Transfer Amount		$ 19,928	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No Unlimited Tax Road Bonds, Series 2009A 3312-3312112-5731137	Line Item Deats Road	19,928	___
TOTAL - Transfer Amount		$ 19,928	

ADDITIONAL COMMENTS

This budget request is to transfer budget from the Lawrence Road project to the Deats Road project to cover Change Order No 2 of the R W Lucas contract for improvements. The Change Order No 2 will be submitted for approval to Commissioners Court on June 12, 2012

	Lawrence Road project	Deats Road project
Beginning Budget as of 10/01/2011	$1,957,231	$1,039,970
Budget Amendment BA 12-050-0612-B	-$19,928	$19,928
Expenditures and encumbrances to date	1,148,001	1,028,057
Remaining Budget upon approval	$789,302	$31,841

G. M. Fitzgerald 6-6-12

Departmental Authorization Date

N/A Date

Human Resources Department

6/5/2012

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 6/12/12

AGENDA ITEM #21aC

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Community Services	Amendment No.12-051-0812-C
Date Submitted	May 31, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to budget donations from Reliant Energy and appropriate funds for Summer Relief program

This budget amendment does increase the budget for FY 2012.

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No. Donations to Galveston County Fund 2121-000040-4851019	Line Item: Contribution from Reliant Energy	6,250	—
TOTAL - Transfer Amount		$ 6,250	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: Donations to Galveston County Fund 2121-443141-5421304	Line Item: Summer Relief	6,250	—
TOTAL - Transfer Amount		$ 6,250	

ADDITIONAL COMMENTS.

This budget request is to recognize the donations received from Reliant Energy ($6,250) and to set up a budget to expend the donation on the Summer Relief program, which assists county residents with their utility bills. This donation was approved by Commissioners Court on December 20, 2011 ($2,500 - received on December 15, 2011) and on May 1, 2012 ($3,750 - received on May 7, 2012).

Janie Nicholson 6/6/12

Departmental Authorization Date

N/A Date

Human Resources Department

[signature] 6/7/2012

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____ Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: 6/12/12

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Community Services	Amendment No 12-051-0612-C
Date Submitted	May 31, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION.
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION
Request to budget donations from Reliant Energy and appropriate funds for Summer Relief program

This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Donations to Galveston County Fund 2121-000040-4851019	Line Item Contribution from Reliant Energy	6,250	—
TOTAL - Transfer Amount		$ 6,250	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Donations to Galveston County Fund 2121-443141-5421304	*Line Item* Summer Relief	6,250	—
TOTAL - Transfer Amount		$ 6,250	

ADDITIONAL COMMENTS:
This budget request is to recognize the donations received from Reliant Energy ($6,250) and to set up a budget to expend **the donation on the Summer Relief program, which assists county residents with their utility bills This donation was approved by Commissioners Court on December 20, 2011 ($2,500 - received on December 15, 2011) and on May 1, 2012 ($3,750 - received on May 7, 2012)**

Departmental Authorization Date

N/A Date
Human Resources Department

6/5/2-12
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved _____

AGENDA ITEM #21aD

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Community Services	Amendment No.12-052-0612-D
Date Submitted:	May 30, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Budget request to transfer budget from Budget Reserves to Indigent Health Care to cover expenditures through the end of FY2012

This budget amendment does increase the budget for FY 2012.

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No. Indigent Health Care Fund 2420-920180-5930000	Line Item: Budgeted Reserves	750,000	—
TOTAL - Transfer Amount		$ 750,000	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: Indigent Health Care Fund 2420-440110-5481022	Line Item: Indigent Health Care	750,000	—
TOTAL - Transfer Amount		$ 750,000	

ADDITIONAL COMMENTS:
This budget request is to transfer budget from Budgeted Reserves to Indigent Health Care to cover expenditures through the end of FY2012. As of June 4, 2012, expenditures and encumbrances to date were $1,773,581 (98.53% of FY2012 adopted budget), which were UPL ($1,212,551) and other expenditures ($561,030). In FY2011, the expenditures totaled $1,729,848.

	Budgeted Reserves	Indigent Health Care
Beginning Budget as of 10/01/2011	$5,000,000	$1,800,000
Amendment BA12-052-0612-D	625,000	625,000
Expenditures and encumbrances to date	0	1,773,581
Remaining Budget upon approval	$4,375,000	$651,419

Jane Nicholson 6/6/12
Departmental Authorization Date

N/A Date
Human Resources Department

[signature] 6/6/2012
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by:_____ Date._____

Auditor's Remarks.

COMMISSIONERS COURT APPROVAL

Date Submitted:_____ Date Approved: 6/12/12

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Community Services	Amendment No 12-052-0612-D
Date Submitted	May 30, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is *suggested that the department requesting the amendment be present on the date of its submittal to the Court for action*

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request to transfer budget from Budget Reserves to Indigent Health Care to cover expenditures through the end of FY2012

This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No. Indigent Health Care Fund 2420-920180-5930000	Line Item Budgeted Reserves	750,000	___
TOTAL - Transfer Amount		$ 750,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Indigent Health Care Fund 2420-440110-5481022	Line Item Indigent Health Care	750,000	___
TOTAL - Transfer Amount		$ 750,000	

ADDITIONAL COMMENTS

This budget request is to transfer budget from *Budgeted Reserves to Indigent Health Care to cover expenditures through the* end of FY2012 As of June 4, 2012, expenditures and encumbrances to date were $1,773,581 (98 53% of FY2012 adopted budget), which were UPL ($1,212,551) and other expenditures ($561,030) In FY2011, the expenditures totaled $1,729,848

	Budgeted Reserves	Indigent Health Care
Beginning Budget as of 10/01/2011	$5,000,000	$1,800,000
Amendment *BA12-052-0612-D*	*-625,000*	*625,000*
Expenditures and encumbrances to date	0	1,773,581
Remaining Budget upon approval	$4,375,000	$651,419

Departmental Authorization Date

N/A Date

Human Resources Department

6/5/2012

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved _____