



# 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 26, 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

#### Pledge of Allegiance and Invocation

- \*1. Submitted by County Auditor's Office:
  - a. Approval of Accounts Payable Checks dated 6/19/12 and 6/26/12.
  - b. Order for Payroll period ending 6/20/2012 Bi-Weekly #13.
- \*2. Receive and file *Summary of Bi-Weekly Personnel Movements* pay period #12, May 24-June 6, 2012 submitted by Human Resources.
- \*3. Receipt of *No Objection Letter from United States Department of Justice* designating the early voting locations and hours for the May 29, 2012 primary elections submitted by County Legal.
- \*4. Consideration of a Resolution acknowledging the *20th Anniversary of Leadership Southeast Texas* submitted by County Legal.
- \*5. Consideration of Adoption of an *Order with respect to Republic Services, Inc.* Project approving the refunding of the Mission Economic Development Corporation Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc. Project) Series 2007A Bonds, Designating a Public Hearing Officer and Authorizing the County Judge to Execute Certificates Approving the Order and Public Hearing submitted by County Legal.
- \*6. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico*

*Power Company providing utility service to Galveston County.*

- \*7. Receive and file *Oath of Office and Statement of Officer* for Justice of the Peace, Pct. 7, submitted by County Judge.
- \*8. Receive and file *Texas Commission of Jail Standards Inspection Report*.
- \*9. Resolution recommending *Don Mafridge to TWIA Board* submitted by the County Judge.
- \*10. Receive and file *Deed of Correction* for Trustee's Deed.
- \*11. Consideration of accepting *Right of Way Deed on Parcel 108 F.M. 646* submitted by Right of Way.
- \*12. Consider accepting *a gift from the Bolivar Chamber of Commerce* to fund flagpoles at the historic marker site near Hwy 87 and Fort Travis on Bolivar Peninsula.
- \*13. Consideration to accept *donation of used office furniture and IT equipment* from Affiliated Computer Systems/Xerox (ACS/Xerox) submitted by the Purchasing Agent.
- \*14. Consideration of approving the following *contracts for service* submitted by Information Technology:
  - a. SHI SharePoint 2010 Statement of work Change Order \$ 00.00
  - b. Summit 7 SharePoint 2010 Branding and Design Implementation \$43,884.00
- \*15. Consideration of approving a *contract for service* submitted by the County Clerk.
  - a. Southwest Solutions Group \$1980.00
- \*16. Request for *waiver or refund of penalty and interest due to a clerical error* submitted by the Tax Assessor Collector:

<b>Account Number</b>	<b>Year</b>	<b>Amount</b>
9700-1100-0000-002	2011	\$ 108.09
H3351-0005-0003-000	2011	\$ 189.85
1511-0003-0010-000	2011	\$ 345.97
3505-0030-0009-000	1998	\$ 2,291.26

**17. Architect**

- a. Consider approving advertising for an elevator at the Llewellyn building.
- b. Consider the acceptance of a contract for Architectural Coordination for various

projects related to renovation of the Galveston County Old Courthouse and Old Jail FEMA projects.

- c. Consider the acceptance of a contract for Architectural Production for various projects related to renovation of the Galveston County Old Courthouse and Old Jail FEMA projects.
- d. Consider the following Change Orders to Contracts on the Animal Resource Center:
  - 1. Consider a Change Order to Proposal # B101005 - Ardent Construction, LLC for Construction Management Agency on the Animal Resource Center. Increase the contract sum for additional scope of work.
  - 2. Consider a Change Order to Proposal # B101046 - Strommen Painting and Enterprises, Inc. on the Animal Resource Center to decrease contingency balance by \$2,696.76.
  - 3. Consider Change Order to Proposal # B101038 – John Walker Roofing Co, Inc. on the Animal Resource Center. Increase the contract sum for additional scope of work.
- e. Consider the following Change Order to Trade Contract on the Mid County Annex:
  - 1. Consider a Change Order to Proposal # B101075 - JW Kelso Company, Inc. – Drywall on the Mid County Annex. Increase the contract sum for additional scope of work.
  - 2. Consider a Change Order to Proposal # B101081 – JW Kelso Company, Inc. – Flooring on the Mid County Annex. Decrease Contingency balance by \$7,833.24.

**18. Community Services**

- a. Consideration of approval for restructure of department.

**19. County Engineer**

- a. Consideration of GLO Coastal Lease No. CL20070008 for the Boulevard Drive Shoreline Revetment & Bacliff Boat Ramp Revetment & Improvements.
- b. Consideration of GLO Miscellaneous Easement No. ME20120 for the Frenchtown Road Bridge Project.
- c. Consideration of a draft Erosion Response Plan (ERP).

- d. Consideration of application from John B. Smith Jr and Joy M. Smith to convey a portions of Lots 225, 226, 227 & 228, Emerald Beach on Bolivar Peninsula by metes & bounds without revising the plat.
- e. Consideration of non-federal sponsor's self certification of financial capability for the Clear Creek Flood Control project.

**20. County Legal**

- a. Consideration of an Order Granting Various Residence Homestead Exemptions from the 2012 Tax Levy Pursuant to V.T.C.A., Tax Code §11.13 and §11.131.
- b. Consideration of an Order Authorizing the Split Payment of 2012 Ad-Valorem Taxes Pursuant to V.T.C.A., §31.03.
- c. Consideration of Execution of a Special Warranty Deed to Aaron Plaunty of 15 feet out of Lot 122 Blue Water Addition #1, Galveston County, Texas;
- d. Consideration of Execution of a Lease and Maintenance Agreement with Aaron Plaunty of the southernmost 35 feet of Lots 122 and Lots 123 and 124 Blue Water Addition #1 Galveston County, Texas.
- e. Receipt of Letter of Assurances from JSW & Associates, Inc. relating to the conveyance of 15 feet out of Lot 122 Blue Water Addition #1, Galveston County, Texas.

**21. Housing Department**

- a. Update on the housing program.

**22. Human Resources**

- a. Consideration of approving reclassification of Case Management Specialist-Justice Administration.
- b. Consideration of approving reclassification of Administrative Secretary requested by Road and Bridge.
- c. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Administrative Assistant in Road and Bridge.
- d. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Senior Court Services Technician-Justice Administration (Pretrial).
- e. Consideration of approving to allow 100% of Medicare as the basis for Out of

Network allowables, instead of the current “usual & customary” allowances effective July 1, 2012.

**23. Nuisance Abatement**

- a. Consideration of a standard demolition request for tax foreclosed properties.

**24. Purchasing**

- a. Consider authorizing an extension on the following bids:
1. Bid #B112020 HVAC Supplies and Equipment
  2. RFP #B112021 Shelf-Stable Emergency Meals for Seniors
- b. Consideration to authorize an Amendment to Contract #CM12158, CDBG Round 1 Santa Fe High School Generator (Bid #B111056).
- c. Authorization to cancel and re-bid the following RFP:
1. RFP #B122008 Salad and Deli Bar Services

**25. Tax Assessor & Collector**

- a. Request for waiver of penalty and interest.

<b>Name</b>	<b>Account Number</b>	<b>Year</b>	<b>Amount</b>
Leslie & Linda Brand	2368-0005-0004-000	2011	\$ 230.00

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

**WORKSHOP AGENDA**

1. Discuss method of procuring I.T. Department Management Services presented by Purchasing Agent.
2. Discuss I.T. Department County Budget update presented by the I.T. Department.
3. Discuss preliminary findings of a Rate Study conducted on the Crystal Beach and High Island areas of Bolivar Peninsula in regards to the feasibility of waste water treatment plants in those areas presented by Nicholas Foster.
4. Discuss implementation schedule prepared by Hallf and Associates for Wastewater Projects on Bolivar Peninsula presented by Nicholas Foster.

5. Discuss changes requested by the GLO regarding ineligible Round 2.2 projects presented by Nicholas Foster.
6. Discussion of issues related to the FY2013 Budget presented by the Budget Officer.

**Appearances before Commissioners Court**

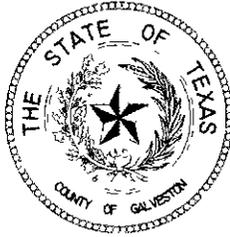
A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court member to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate 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 26, 2012

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

Approval of Accounts Payable Checks dated 6/19/12 and 6/26/12

Order for Payroll period ending 6/20/2012 Bi-Weekly #13

Cliff Billingsley  
County Auditor

AGENDA

ITEM

#1a

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/18/2012

Invoice Number	Account Info	Amount
<b>FUND: 1101 General Fund</b>		
<b>Warrant #: VW 00000431</b>	<b>Payee Name: CLASSIC AUTOPLEX GALVESTON</b>	
72327	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,090 95
72371	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	58 66
72374	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	314 04
72413	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	370 18
72442	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	148 25
72451	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	229 65
72460	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	955 11
72486	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	563 55
72487	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	1,110 82
72507	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	68 77
72524	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	323 81
72533	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	556 30
72554	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	316 71
72564	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	658 80
72565	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	321 01
72604	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	371 36
72609	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	118 72
72613	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	267 15
72622	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	32 72
72637	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	58 66
72638	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	761 41
72639	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	62 29
72640	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	232 75
72641	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	168 29
72661	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	94 83
81396	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	305 90
<b>Warrant Total:</b>		<b>9,560.69</b>
<b>Warrant #: VW 00000432</b>	<b>Payee Name: GALVESTON NEWSPAPERS INC</b>	
300773933	1101151300 - 5493101 County Auditor - Legal Advertising	826 75
300773935	1101151300 - 5493101 County Auditor - Legal Advertising	826 75
300774750	1101151300 - 5493101 County Auditor - Legal Advertising	1,032 19
<b>Warrant Total:</b>		<b>2,685.69</b>
<b>Warrant #: VW 00000434</b>	<b>Payee Name: LONE STAR UNIFORMS INC</b>	
252400	1101127100 - 5310000 District Attorney - Supplies and Materials	201 00
<b>Warrant Total:</b>		<b>201.00</b>
<b>Warrant #: VW 00356895</b>	<b>Payee Name: ABC STEEL PRODUCTS CO INC</b>	
356910	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	578 75
<b>Warrant Total:</b>		<b>578.75</b>
<b>Warrant #: VW 00356896</b>	<b>Payee Name: ABL MANAGEMENT INC</b>	
191609	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	17,076 08
<b>Warrant Total:</b>		<b>17,076.08</b>
<b>Warrant #: VW 00356897</b>	<b>Payee Name: ACCURINT</b>	
124849120120531	1101159100 - 5481000 Information Technology - Contract Service	1,175 00
<b>Warrant Total:</b>		<b>1,175.00</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00356900</b>		
<b>Payee Name: ALERT ALARM BURG AND FIRE PROT INC</b>		
70057	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
700661	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
700717	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
700718	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
700719	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
700812	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
700844	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	200 00
700886	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
700892	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
700917	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
701043	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
701044	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
701045	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
701048	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
701053	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
701474	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
701507	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
701542	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
701559	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
701574	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
701610	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
701617	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
701627	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
701628	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
701667	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	250 00
701677	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	85 00
701683	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	200 00
701691	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	255 00
701695	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
701700	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	120 00
701724	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	225 00
701730	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
701732	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	90 00
701745	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
701746	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	160 00
701760	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
701763	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	70 00
701769	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	110 00
701781	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	165 00
701825	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
701830	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
701837	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	230 00
701878	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	240 00
701907	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	40 00
701939	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
701940	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
701952	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
702004	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
<b>Warrant Total:</b>		<b>4,880.00</b>

**Warrant #: VW 00356901**

**Payee Name: AMERICAN FUTURE SYSTEMS INC**

A03526340	1101151600 - 5317000 County Treasurer - Books & Periodicals	230 00
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# Galveston County, Texas

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<u>230.00</u>
<b>Warrant #: VW 00356902</b>	<b>Payee Name: ATTAWAY, ANGELA</b>	
5/26-27/12 SRVC	1101127100 - 5481000 District Attorney - Contract Service	480 00
<b>Warrant Total:</b>		<u>480.00</u>
<b>Warrant #: VW 00356906</b>	<b>Payee Name: BEHRANA, SONIA</b>	
10CR3380 061212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
<b>Warrant Total:</b>		<u>455.00</u>
<b>Warrant #: VW 00356907</b>	<b>Payee Name: BOORSTEIN, BARRY</b>	
12CR0904 053112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	243 75
<b>Warrant Total:</b>		<u>243.75</u>
<b>Warrant #: VW 00356909</b>	<b>Payee Name: C JOHNNY ON THE SPOT INC</b>	
2297	1101610200 - 5481000 County Extension - Contract Service	60 00
<b>Warrant Total:</b>		<u>60.00</u>
<b>Warrant #: VW 00356911</b>	<b>Payee Name: CEDRICK L MUHAMMAD PC</b>	
11CR3693 061312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,137 50
12CR0124 061212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	308 75
<b>Warrant Total:</b>		<u>1,446.25</u>
<b>Warrant #: VW 00356912</b>	<b>Payee Name: CENTERPOINT ENERGY</b>	
4472227 060612	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	16 04
46936837 052412	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	832 41
47543723 060512	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	710 47
<b>Warrant Total:</b>		<u>1,558.92</u>
<b>Warrant #: VW 00356913</b>	<b>Payee Name: CHAIR TAI CHI</b>	
BSC0612	1101451110 - 5481000 Senior Citizens - Contract Service	80 00
DSC0612	1101451110 - 5481000 Senior Citizens - Contract Service	80 00
LSC0612	1101451110 - 5481000 Senior Citizens - Contract Service	120 00
<b>Warrant Total:</b>		<u>280.00</u>
<b>Warrant #: VW 00356915</b>	<b>Payee Name: CITY OF LA MARQUE</b>	
0010853 060112	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	172 95
<b>Warrant Total:</b>		<u>172.95</u>
<b>Warrant #: VW 00356916</b>	<b>Payee Name: CLARK, DIANE</b>	
08FD0780 060512	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	260 00
10FD0743 050712	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	97 50
<b>Warrant Total:</b>		<u>357.50</u>
<b>Warrant #: VW 00356917</b>	<b>Payee Name: CLEAR LAKE SHORES MUNICIPAL COURT</b>	
M70101185	1101000000 - 1142007 General Fund - Undist Fees JP 7	267 00
<b>Warrant Total:</b>		<u>267.00</u>
<b>Warrant #: VW 00356918</b>	<b>Payee Name: CLEMENTS, CLYDE WESLEY</b>	
11CR3254 053112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	552 50
<b>Warrant Total:</b>		<u>552.50</u>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00356919</b>		
<b>Payee Name: COBURN SUPPLY COMPANY INC</b>		
314920592	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	1,639.50
314927239	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	1,046.63
314947200	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	57.00
<b>Warrant Total:</b>		<b>2,743.13</b>
<b>Warrant #: VW 00356920</b>		
<b>Payee Name: COLTZER, ROBERT G</b>		
12CR1246 061112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	366.60
<b>Warrant Total:</b>		<b>366.60</b>
<b>Warrant #: VW 00356921</b>		
<b>Payee Name: COMEAUX, CELESTE</b>		
MAY 2012 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	25.20
<b>Warrant Total:</b>		<b>25.20</b>
<b>Warrant #: VW 00356922</b>		
<b>Payee Name: COPY DR</b>		
73200	1101610200 - 5310000 County Extension - Supplies and Materials	7.20
<b>Warrant Total:</b>		<b>7.20</b>
<b>Warrant #: VW 00356926</b>		
<b>Payee Name: DECKER DISPOSAL INC</b>		
-44066	1101110000 - 5429301 General Government - Nuisance Abatement	6,650.00
<b>Warrant Total:</b>		<b>6,650.00</b>
<b>Warrant #: VW 00356927</b>		
<b>Payee Name: DIAZ, MARK A</b>		
12CR0684 061112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00356928</b>		
<b>Payee Name: DOLPHIN CHEMICAL &amp; SUPPLY COMPANY LLC</b>		
9888	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	125.00
<b>Warrant Total:</b>		<b>125.00</b>
<b>Warrant #: VW 00356929</b>		
<b>Payee Name: DUCOTE, JAMES</b>		
322620 061312	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	97.50
<b>Warrant Total:</b>		<b>97.50</b>
<b>Warrant #: VW 00356931</b>		
<b>Payee Name: EDDY, CYNTHIA</b>		
5/16/12 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	112.75
<b>Warrant Total:</b>		<b>112.75</b>
<b>Warrant #: VW 00356932</b>		
<b>Payee Name: ELLIS, SABRINA E.</b>		
06/07-14/12	1101121000 - 5415215 Justice Administration - Contract Srv-Senate Bill 7	470.00
<b>Warrant Total:</b>		<b>470.00</b>
<b>Warrant #: VW 00356933</b>		
<b>Payee Name: ENTERGY</b>		
3502451 052412	1101170100 - 5421200 Facilities Svcs & Maintenance - Electricity	75.10
3504647 052412	1101170100 - 5421200 Facilities Svcs & Maintenance - Electricity	77.67
<b>Warrant Total:</b>		<b>152.77</b>
<b>Warrant #: VW 00356934</b>		
<b>Payee Name: FANNING AND FANNING PLLC</b>		
09CR3479 060812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00356935</b>		
<b>Payee Name: FAUS, SALVADOR</b>		

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/18/2012

Invoice Number	Account Info	Amount
08CR2014 061211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
93FD1559 060612	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
<b>Warrant Total:</b>		<b>552.50</b>
<b>Warrant #: VW 00356936</b>	<b>Payee Name: FEDEX CORP</b>	
783138315	1101114000 - 5310000 County Clerk - Supplies and Materials	22 71
<b>Warrant Total:</b>		<b>22.71</b>
<b>Warrant #: VW 00356938</b>	<b>Payee Name: FLEMING, MARCUS J.</b>	
12CR0892 060812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00356940</b>	<b>Payee Name: GALVESTON COUNTY SHERIFF'S DEPT</b>	
MAY 2012 MEALS	1101211132 - 5496153 M H M R.-Sheriff - In-State Transport	30 32
<b>Warrant Total:</b>		<b>30.32</b>
<b>Warrant #: VW 00356941</b>	<b>Payee Name: GRAHAM, CARMEN A</b>	
06FD1271 060112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	260 00
12CR1002 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	377 00
<b>Warrant Total:</b>		<b>637.00</b>
<b>Warrant #: VW 00356942</b>	<b>Payee Name: GRAVOIS, JACQUELYN STEWART</b>	
314715 061212	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	520 00
<b>Warrant Total:</b>		<b>520.00</b>
<b>Warrant #: VW 00356943</b>	<b>Payee Name: HEERMANS, THOMAS MATHEW</b>	
323053 060812	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	278 20
<b>Warrant Total:</b>		<b>278.20</b>
<b>Warrant #: VW 00356944</b>	<b>Payee Name: HENRY, MARK</b>	
6/4-8/12 TRVL	1101111000 - 5496100 County Judge - Travel and Education	442 20
<b>Warrant Total:</b>		<b>442.20</b>
<b>Warrant #: VW 00356945</b>	<b>Payee Name: IBRAHIM &amp; ELLIOTT LLP</b>	
320081 061112	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	406 25
<b>Warrant Total:</b>		<b>406.25</b>
<b>Warrant #: VW 00356947</b>	<b>Payee Name: JACKSON, ERIN LARENA</b>	
12CR0325 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	344 50
12CR1275 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	71 50
<b>Warrant Total:</b>		<b>416.00</b>
<b>Warrant #: VW 00356949</b>	<b>Payee Name: JOHNSON, SHAWN MICHAEL</b>	
MAY 2012	1101114000 - 5496301 County Clerk - Auto Mileage	91 19
<b>Warrant Total:</b>		<b>91.19</b>
<b>Warrant #: VW 00356950</b>	<b>Payee Name: JORDAN, LATOYA</b>	
6/4-6/7/12 TRVL	1101151300 - 5496100 County Auditor - Travel and Education	132 00
<b>Warrant Total:</b>		<b>132.00</b>
<b>Warrant #: VW 00356951</b>	<b>Payee Name: KAUFMANN, CHARLES R</b>	
09CR3128 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00356952                      Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>		
2119	1101211133 - 531000 Sheriff-Corrections - Supplies and Materials	1,158 72
2123	1101211133 - 531000 Sheriff-Corrections - Supplies and Materials	240 96
2132	1101211133 - 531000 Sheriff-Corrections - Supplies and Materials	2,461 72
2136	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	1,448 45
2137	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	692 00
2138	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	3,059 48
2150	1101211133 - 531000 Sheriff-Corrections - Supplies and Materials	748 56
<b>Warrant Total:</b>		<b>9,809.89</b>
<b>Warrant #: VW 00356953                      Payee Name: LAW FIRM OF TOT KIM LE</b>		
12CR0086 052912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	435 50
<b>Warrant Total:</b>		<b>435.50</b>
<b>Warrant #: VW 00356954                      Payee Name: LAW OFFICE OF PHILLIP M. DAVIS</b>		
322690 061212	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	191 75
<b>Warrant Total:</b>		<b>191.75</b>
<b>Warrant #: VW 00356955                      Payee Name: LEATHERS, BILL</b>		
09CR2562 070812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	341 25
<b>Warrant Total:</b>		<b>341.25</b>
<b>Warrant # VW 00356956                      Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>		
184788	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	117 92
184797	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	62 61
184832	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	71 00
184838	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13 00
184856	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	36 84
184859	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	31 25
184880	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	74 09
184905	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	151 96
184934	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	518 00
184954	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	117 92
184955	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	36 10
194964	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	89 53
<b>Warrant Total:</b>		<b>1,320.22</b>
<b>Warrant #: VW 00356957                      Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
APR 12 JP8-1 FEE	1101000000 - 2291011 General Fund - Due to Collection Agency	3,643 78
MAY 12 JP81 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	3,697 44
<b>Warrant Total:</b>		<b>7,341.22</b>
<b>Warrant #: VW 00356958                      Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
MAR 12 JP5 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	4,391 14
<b>Warrant Total:</b>		<b>4,391.14</b>
<b>Warrant #: VW 00356959                      Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
APR 12 JP7 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	5,051 14
<b>Warrant Total:</b>		<b>5,051.14</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00356960</b> <b>Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
MAY 12 JP82 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	312.36
<b>Warrant Total:</b>		<u>312.36</u>
<b>Warrant #: VW 00356961</b> <b>Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
MAY 12 JP1 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	790.80
<b>Warrant Total:</b>		<u>790.80</u>
<b>Warrant #: VW 00356962</b> <b>Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
FEB 12 JP6 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	11,641.85
<b>Warrant Total:</b>		<u>11,641.85</u>
<b>Warrant #: VW 00356963</b> <b>Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
MAY 12 JP7 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	3,546.65
<b>Warrant Total:</b>		<u>3,546.65</u>
<b>Warrant #: VW 00356964</b> <b>Payee Name: M BRUCE FORT PC</b>		
11CR1005 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,033.50
321887 051212	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	188.60
MAY 2012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,865.00
<b>Warrant Total:</b>		<u>3,087.10</u>
<b>Warrant #: VW 00356965</b> <b>Payee Name: MAILFINANCE INC</b>		
N3308086	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	333.39
<b>Warrant Total:</b>		<u>333.39</u>
<b>Warrant #: VW 00356967</b> <b>Payee Name: MALONEY &amp; PARKS LLP</b>		
08CR1748 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
<b>Warrant Total:</b>		<u>260.00</u>
<b>Warrant #: VW 00356968</b> <b>Payee Name: MARCUS, AARON C.</b>		
5/14/12 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	83.29
<b>Warrant Total:</b>		<u>83.29</u>
<b>Warrant #: VW 00356969</b> <b>Payee Name: MARION, WILLIAM DAVID</b>		
319066 061412	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	234.00
<b>Warrant Total:</b>		<u>234.00</u>
<b>Warrant #: VW 00356970</b> <b>Payee Name: MARTIN, THOMAS A</b>		
11CR1638 060512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455.00
12CR0295 060512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65.00
JAIL DKT 060812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950.00
<b>Warrant Total:</b>		<u>1,470.00</u>
<b>Warrant #: VW 00356971</b> <b>Payee Name: MCANULTY, DAN A JR.</b>		
I	1101127100 - 5481000 District Attorney - Contract Service	5,110.37
<b>Warrant Total:</b>		<u>5,110.37</u>
<b>Warrant #: VW 00356972</b> <b>Payee Name: MELTON, MUTA</b>		
APR-MAY 2012 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	72.60
<b>Warrant Total:</b>		<u>72.60</u>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00356974</b> <b>Payee Name: MUTCHLER, RALPH</b>		
11CR0608 072711	1101121000 - 5416000 Justice Administration - Prof Serv Investigators	852.80
<b>Warrant Total:</b>		<b>852.80</b>
<b>Warrant #: VW 00356975</b> <b>Payee Name: NAJER, MAURICE</b>		
12CR3684 061112	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	520.00
<b>Warrant Total:</b>		<b>520.00</b>
<b>Warrant #: VW 00356976</b> <b>Payee Name: NELSON, ERIK ANDREW</b>		
11CR3033 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390.00
318832 061312	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	130.00
JAIL DKCT 060512	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	760.00
<b>Warrant Total:</b>		<b>1,280.00</b>
<b>Warrant #: VW 00356977</b> <b>Payee Name: NGUYEN, JASON</b>		
5/13/12 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	67.16
<b>Warrant Total:</b>		<b>67.16</b>
<b>Warrant #: VW 00356979</b> <b>Payee Name: PALMER, MICHAEL</b>		
12CR0460 061212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	276.25
<b>Warrant Total:</b>		<b>276.25</b>
<b>Warrant #: VW 00356982</b> <b>Payee Name: PORT SUPPLY</b>		
007220	1101211143 - 5423104 Patrol Division - Maint/Repairs Boat	62.65
<b>Warrant Total:</b>		<b>62.65</b>
<b>Warrant #: VW 00356985</b> <b>Payee Name: SANTA FE AUTO PARTS INC</b>		
93485	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	133.75
<b>Warrant Total:</b>		<b>133.75</b>
<b>Warrant #: VW 00356987</b> <b>Payee Name: SCHWAB, TAYLOR</b>		
12CR1110 060712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	240.50
<b>Warrant Total:</b>		<b>240.50</b>
<b>Warrant #: VW 00356988</b> <b>Payee Name: SKELTON, CASEY</b>		
05/25-26/12 SRVC	1101127100 - 5481000 District Attorney - Contract Service	240.00
<b>Warrant Total:</b>		<b>240.00</b>
<b>Warrant #: VW 00356990</b> <b>Payee Name: SOUTHERN COMPUTER WAREHOUSE</b>		
IN000023128	1101159100 - 5310001 Information Technology - Depart Supplies-Non Cap FFE	133.68
<b>Warrant Total:</b>		<b>133.68</b>
<b>Warrant #: VW 00356991</b> <b>Payee Name: STABE, JENNIFER</b>		
060412 FUEL RMB	1101125100 - 5496155 Jury and Trial Expense - Transp & Per Diem - Witnesses	45.00
<b>Warrant Total:</b>		<b>45.00</b>
<b>Warrant #: VW 00356993</b> <b>Payee Name: STEVENS, MARK W</b>		
12CR0543 060812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	84.50
<b>Warrant Total:</b>		<b>84.50</b>
<b>Warrant #: VW 00356995</b> <b>Payee Name: STOVER, CARLA</b>		
051212 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	7.22

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<u>7.22</u>
<b>Warrant #: VW 00356996                      Payee Name: SUHLER, DAVID</b>		
12CR0160 052512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	465 00
<b>Warrant Total:</b>		<u>465.00</u>
<b>Warrant #: VW 00356997                      Payee Name: SULLIVAN, DWIGHT D</b>		
4/25-27/12	1101114000 - 5496100 County Clerk - Travel and Education	374 53
4/25-27/12	1101114030 - 5499201 Election Expense - Election Expense	10 00
5/12/12 RMB	1101114030 - 5496301 Election Expense - Auto Mileage	111 01
<b>Warrant Total:</b>		<u>495.54</u>
<b>Warrant #: VW 00356998                      Payee Name: SUNGARD PUBLIC SECTOR INC</b>		
51413	1101159100 - 5481000 Information Technology - Contract Service	8,630 18
51414	1101159100 - 5481000 Information Technology - Contract Service	8,630 18
<b>Warrant Total:</b>		<u>17,260.36</u>
<b>Warrant #: VW 00356999                      Payee Name: SUTHERLAND LUMBER SOUTHWEST INC</b>		
212904	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	7 37
212909	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	5 97
212920	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	84 75
212940	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	15 32
212945	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	19 44
212974	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	44 04
212983	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	14 85
212984	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	27 25
212998	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	34 53
213010	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	35 10
213019	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	80 97
213023	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	5 78
213057	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	18 36
219020	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	31 60
<b>Warrant Total:</b>		<u>425.33</u>
<b>Warrant #: VW 00357001                      Payee Name: TEXAS LAW &amp; PSYCHIATRY PLLC</b>		
11CR3549 060212	1101121000 - 5412115 Justice Administration - Psychological Exam	1,200 00
<b>Warrant Total:</b>		<u>1,200.00</u>
<b>Warrant #: VW 00357006                      Payee Name: THOMA, JOHN</b>		
12CR0246 061212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	310 00
<b>Warrant Total:</b>		<u>310.00</u>
<b>Warrant #: VW 00357007                      Payee Name: TIBH INDUSTRIES INC</b>		
799611	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	4,500 00
<b>Warrant Total:</b>		<u>4,500.00</u>
<b>Warrant #: VW 00357008                      Payee Name: TRACKER A DIVISION OF C2 LLC</b>		
0302386	1101151600 - 5481000 County Treasurer - Contract Service	450 00
<b>Warrant Total:</b>		<u>450.00</u>
<b>Warrant #: VW 00357010                      Payee Name: TURMAN AND ASSOCIATES INC.</b>		
12CR1110 052112	1101121000 - 5416000 Justice Administration - Prof Serv Investigators	218 30

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>218.30</b>
<b>Warrant #: VW 00357011</b>	<b>Payee Name: U.S. ENERGY SAVINGS CORP.</b>	
4552975	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00357012</b>	<b>Payee Name: UNITED STATES POSTAL SERVICE</b>	
POSTAGE 060912	1101126100 - 5311141 District Clerk - Jury Postage	5,000.00
<b>Warrant Total:</b>		<b>5,000.00</b>
<b>Warrant #: VW 00357013</b>	<b>Payee Name: USA MOBILITY WIRELESS INC</b>	
V7977749F	1101159100 - 5492321 Information Technology - Pager Service	133.87
<b>Warrant Total:</b>		<b>133.87</b>
<b>Warrant #: VW 00357015</b>	<b>Payee Name: VACLAVIK ADVISORY GROUP LLC</b>	
1268A	1101127100 - 5481000 District Attorney - Contract Service	3,052.50
<b>Warrant Total:</b>		<b>3,052.50</b>
<b>Warrant #: VW 00357017</b>	<b>Payee Name: VOICE4NET.COM</b>	
3276	1101159100 - 5481000 Information Technology - Contract Service	50.00
<b>Warrant Total:</b>		<b>50.00</b>
<b>Warrant #: VW 00357019</b>	<b>Payee Name: WILLIAMS, MELISSA</b>	
APR 2012 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	143.00
MAY 2012 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	121.00
<b>Warrant Total</b>		<b>264.00</b>
<b>Warrant #: VW 00357020</b>	<b>Payee Name: WILLIAMS, TRACEY</b>	
MAY 2012 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	35.20
<b>Warrant Total:</b>		<b>35.20</b>
<b>Warrant #: VW 00357021</b>	<b>Payee Name: WILSON, TARA L.</b>	
609561 053112	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	202.00
<b>Warrant Total:</b>		<b>202.00</b>
<b>Warrant #: VW 00357022</b>	<b>Payee Name: WRIGHT, RANDY</b>	
06/06/12 RMB	1101451110 - 5310000 Senior Citizens - Supplies and Materials	13.91
<b>Warrant Total:</b>		<b>13.91</b>
<b>FUND 1101 TOTAL:</b>		<b>151,653.64</b>
<b>FUND: 2121 Donations To Galveston County</b>		
<b>Warrant #: VW 00356978</b>	<b>Payee Name: NRG ENERGY INC</b>	
25237322	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	300.00
<b>Warrant Total:</b>		<b>300.00</b>
<b>FUND 2121 TOTAL:</b>		<b>300.00</b>
<b>FUND: 2131 DA Seized Funds Afte Aft 10/89</b>		

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Invoice Number	Account Info	Amount
<b>FUND: 2131 DA Seized Funds Afte Aft 10/89 - Training</b>		
<b>Warrant #: VW 00356939</b>	<b>Payee Name: FREEZE, JOHNNY J</b>	
6/4-5/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	135.00
	<b>Warrant Total:</b>	135.00
<b>FUND: 2132 DA Check Collection Fees</b>		
<b>Warrant #: VW 00356984</b>	<b>Payee Name: ROADY, JACK</b>	
6/5-6/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	135.00
	<b>Warrant Total:</b>	135.00
<b>FUND 2131 TOTAL:</b>		270.00
<b>FUND: 2132 DA Check Collection Fees</b>		
<b>Warrant #: VW 00356981</b>	<b>Payee Name: POOLE, ADAM B</b>	
POOLE BAR DUES	2132127120 - 5498000 D A. Check Collection Fees - Membership And Dues	235.00
	<b>Warrant Total:</b>	235.00
<b>FUND 2132 TOTAL:</b>		235.00
<b>FUND: 2211 Law Library</b>		
<b>Warrant #: VW 00356983</b>	<b>Payee Name: REED ELSEVIER INC</b>	
1205091577	2211129100 - 5317000 Law Library - Books & Periodicals	460.00
	<b>Warrant Total:</b>	460.00
<b>FUND 2211 TOTAL:</b>		460.00
<b>FUND: 2212 Mediation Services Prog Fund</b>		
<b>Warrant #: VW 00356925</b>	<b>Payee Name: DEAN &amp; ONGERT PC</b>	
11FD0574 060412	2212125300 - 5432011 Mediation Services - Mediation Services	337.00
	<b>Warrant Total:</b>	337.00
<b>FUND 2212 TOTAL:</b>		337.00
<b>FUND: 2220 Adult Probation Fund</b>		
<b>Warrant #: VW 00356898</b>	<b>Payee Name: ALERE TOXICOLOGY SERVICES INC.</b>	
803349	2220255100 - 5481000 Adult Probation - Contract Service	2,336.00
	<b>Warrant Total:</b>	2,336.00
<b>FUND 2220 TOTAL:</b>		2,336.00
<b>FUND: 2230 Juvenile Justice Fund</b>		
<b>Warrant #: VW 00356896</b>	<b>Payee Name: ABL MANAGEMENT INC</b>	
188349	2230256118 - 5314301 Detention - Kitchen Supplies	84.76
188349	2230256118 - 5481199 Detention - Food Service Contract	2,444.46
188349	2230256119 - 5481199 Post Program - Food Service Contract	686.59

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<u>3,215.81</u>
<b>Warrant #: VW 00356905</b>	<b>Payee Name: BEARCOM OPERATING LLC</b>	
4120150	2230256118 - 5423000 Detention - Maint/Repairs Equipment	226.55
<b>Warrant Total:</b>		<u>226.55</u>
<b>Warrant #: VW 00356937</b>	<b>Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON</b>	
34574658	2230256105 - 5423112 Juv Justice - Administration - Auto Credit Card Exp	212.47
<b>Warrant Total:</b>		<u>212.47</u>
<b>Warrant #: VW 00356946</b>	<b>Payee Name: INTERVENTION RESOURCES</b>	
MAY 2012	2230256100 - 5412114 Juvenile Justice - Psychological Evaluations/Cert	2,450.00
<b>Warrant Total:</b>		<u>2,450.00</u>
<b>Warrant #: VW 00356986</b>	<b>Payee Name: SCHOLASTIC BOOK CLUBS INC</b>	
M4860132	2230256118 - 5318000 Detention - Recreational Supplies	209.82
<b>Warrant Total:</b>		<u>209.82</u>
<b>Warrant #: VW 00356994</b>	<b>Payee Name: STEWART, DELLA L</b>	
MAY 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	155.40
<b>Warrant Total:</b>		<u>155.40</u>
<b>Warrant #: VW 00357014</b>	<b>Payee Name: UTMB</b>	
21 053112	2230256118 - 5481000 Detention - Contract Service	16,500.09
<b>Warrant Total:</b>		<u>16,500.09</u>
<b>Warrant #: VW 00357018</b>	<b>Payee Name: WALMART</b>	
05906	2230256118 - 5316011 Detention - Pharmaceuticals Supplies	10.32
<b>Warrant Total:</b>		<u>10.32</u>
<b>FUND 2230 TOTAL:</b>		<u><u>22,980.46</u></u>

**FUND: 2301 Road & Bridge Fund**

<b>Warrant #: VW 00000433</b>	<b>Payee Name: KEYWORTHS HARDWARE INC</b>	
000138689	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	43.95
000139281	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	2.98
<b>Warrant Total:</b>		<u>46.93</u>
<b>Warrant #: VW 00356903</b>	<b>Payee Name: BACLIFF BUILDERS SUPPLY INC.</b>	
11049	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	27.47
<b>Warrant Total:</b>		<u>27.47</u>
<b>Warrant #: VW 00356908</b>	<b>Payee Name: BROOKSIDE EQUIP SALES INC</b>	
CL01882	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-0.60
IH08139	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	545.70
<b>Warrant Total:</b>		<u>545.10</u>
<b>Warrant #: VW 00356910</b>	<b>Payee Name: CALICO WELDING SUPPLY CO</b>	
57595	2301312110 - 5481000 Administration - Contract Service	132.31
RL73220	2301312110 - 5481000 Administration - Contract Service	156.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/18/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>288.31</b>
<b>Warrant #: VW 00356914                      Payee Name: CHERRY CRUSHED CONCRETE</b>		
1016363	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	464.71
1016442	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	448.85
<b>Warrant Total:</b>		<b>913.56</b>
<b>Warrant #: VW 00356956                      Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>		
184764	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14.50
<b>Warrant Total:</b>		<b>14.50</b>
<b>Warrant #: VW 00356989                      Payee Name: SNIDER TIRE INC</b>		
4462670	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	640.96
<b>Warrant Total:</b>		<b>640.96</b>
<b>Warrant #: VW 00357009                      Payee Name: TUBING AND METRICS HYDRAULICS INC</b>		
66900	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	47.28
<b>Warrant Total:</b>		<b>47.28</b>
<b>FUND 2301 TOTAL:</b>		<b>2,524.11</b>
<b>FUND: 2370 Flood Control Fund</b>		
<b>Warrant #: VW 00356923                      Payee Name: CRESCENT ENGINEERING COMPANY INC</b>		
L3389	2370296121 - 5481000 Seawall Maintenance - Contract Service	141.86
<b>Warrant Total:</b>		<b>141.86</b>
<b>Warrant #: VW 00356966                      Payee Name: MAINLAND BOLT AND SUPPLY</b>		
IN70260	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	39.52
<b>Warrant Total:</b>		<b>39.52</b>
<b>Warrant #: VW 00357007                      Payee Name: TIBH INDUSTRIES INC</b>		
799612	2370296121 - 5481000 Seawall Maintenance - Contract Service	3,500.00
<b>Warrant Total:</b>		<b>3,500.00</b>
<b>FUND 2370 TOTAL:</b>		<b>3,681.38</b>
<b>FUND: 2410 Mosquito Control District Fund</b>		
<b>Warrant #: VW 00356992                      Payee Name: STANDARD STEEL SUPPLY INC</b>		
524251	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	104.90
<b>Warrant Total:</b>		<b>104.90</b>
<b>FUND 2410 TOTAL:</b>		<b>104.90</b>
<b>FUND: 2824 Adult Probation Community</b>		
<b>Warrant #: VW 00356973                      Payee Name: MILLER, JARVIS</b>		
MAY 2012 MLG	2824255110 - 5496301 Special Substance Abuse - Auto Mileage	99.35

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/18/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>99.35</b>
<b>FUND 2824 TOTAL:</b>		<b>99.35</b>

**FUND: 2841 Juvenile Probation-State Aid**

<b>Warrant #:</b> VW 00356898	<b>Payee Name:</b> ALERE TOXICOLOGY SERVICES INC.	
801000	2841256110 - 5412301 State Aid Grant A - Drug Screening	24.00
<b>Warrant Total:</b>		<b>24.00</b>
<b>Warrant #:</b> VW 00356930	<b>Payee Name:</b> DUNAWAY, LORI	
MAY 2012	2841256110 - 5436107 State Aid Grant A - Outpatient Counseling	1,910.00
<b>Warrant Total:</b>		<b>1,910.00</b>
<b>Warrant #:</b> VW 00356980	<b>Payee Name:</b> PEGASUS SCHOOLS INC	
9495	2841256110 - 5441101 State Aid Grant A - Residential Services	20,911.60
<b>Warrant Total:</b>		<b>20,911.60</b>
<b>Warrant #:</b> VW 00356986	<b>Payee Name:</b> SCHOLASTIC BOOK CLUBS INC	
M4860132	2841256110 - 5318000 State Aid Grant A - Recreational Supplies	122.10
<b>Warrant Total:</b>		<b>122.10</b>
<b>FUND 2841 TOTAL:</b>		<b>22,967.70</b>

**FUND: 2893 HMGP - IKE**

<b>Warrant #:</b> VW 00356924	<b>Payee Name:</b> CROWDERGULF JOINT VENTURE LLP	
GALR170276	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	27,300.00
GALR170364	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	8,500.00
GALR170365	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	5,800.00
GALR172187	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	2,000.00
GALR172205	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	6,379.00
GALR172351	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	3,076.00
GALR173815	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	95,000.00
GALR176663	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	95,800.00
GALR176664	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	28,900.00
GALR176669	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	3,500.00
GALR176769	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	10,900.00
GALR176778	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	4,175.00
GALR176801	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	7,500.00
GALR176866	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	6,327.00
GALR176901	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	300.00
GALR177085	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	17,185.00
GALR177154	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	10,950.00
GALR177155	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	9,000.00
GALR177166	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	800.00
GALR177190	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	5,800.00
GALR177216	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	11,349.00
GALR177248	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	31,500.00
GALR177262	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	2,500.00
GALR177308	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	1,950.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/18/2012

Invoice Number	Account Info	Amount
GALR177630	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	10,550 00
GALR177687	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	10,500 00
GALR177753	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	10,000 00
GALR177804	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	8,500 00
GALR177847	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	10,105 00
GALR216288	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	1,648 00
GALR221803	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	8,500 00
<b>Warrant Total:</b>		<b>456,294.00</b>

**FUND 2893 TOTAL: 456,294.00**

## FUND: 2914 CDBG Housing Program

Warrant #:	VW 00356948	Payee Name:	JAHN-GALVESTON INSURANCE AGENCY INC	
	23485 061212	2914152511 - 5519020	Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	662 00
	23506 061112	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,708 00
	23507 061312	2914152551 - 5519020	Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	3,550 00
	23516 061312	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,020 00
<b>Warrant Total:</b>				<b>6,940.00</b>

**FUND 2914 TOTAL: 6,940.00**

## FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #:	VW 00357016	Payee Name:	VEAZEY ENTERPRISES INC	
	13 0212 RTNG	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	28,509 41
<b>Warrant Total:</b>				<b>28,509.41</b>

**FUND 3120 TOTAL: 28,509.41**

## FUND: 7605 Escrow Fund

Warrant #:	VW 00356904	Payee Name:	BEALLS INC	
	715553	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	510 58
<b>Warrant Total:</b>				<b>510.58</b>

Warrant #:	VW 00357000	Payee Name:	TEXAS DEPARTMENT OF HEALTH	
	THROUGH 053112	7605000000 - 2476036	Escrow Fund - Cntrl Adoption Reg FC 108 006	145 48
<b>Warrant Total:</b>				<b>145.48</b>

Warrant #:	VW 00357002	Payee Name:	TEXAS PARKS AND WILDLIFE DEPT	
	MAR 12 JP5 FEE	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	756 91
<b>Warrant Total:</b>				<b>756.91</b>

Warrant #:	VW 00357003	Payee Name:	TEXAS PARKS AND WILDLIFE DEPT	
	APR 12 JP7 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	313 40
<b>Warrant Total:</b>				<b>313.40</b>

Warrant #:	VW 00357004	Payee Name:	TEXAS PARKS AND WILDLIFE DEPT	
	MAY 12 JPI FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	4,095 90

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/18/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
		<b>Warrant Total.</b>
		<b>4,095.90</b>
<b>Warrant #: VW 00357005</b>	<b>Payee Name: TEXAS PARKS AND WILDLIFE DEPT</b>	
MAR 12 JP 6 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	<u>2,011.10</u>
	<b>Warrant Total:</b>	<b>2,011.10</b>
	<b>FUND 7605 TOTAL:</b>	<b>7,833.37</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/18/2012

## Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	151,653 64
2121 Donations To Galveston County	300 00
2131 DA Seized Funds Afte Aft 10/89	270 00
2132 DA Check Collection Fees	235 00
2211 Law Library	460 00
2212 Mediation Services Prog Fund	337 00
2220 Adult Probation Fund	2,336 00
2230 Juvenile Justice Fund	22,980 46
2301 Road & Bridge Fund	2,524 11
2370 Flood Control Fund	3,681 38
2410 Mosquito Control District Fund	104 90
2824 Adult Probation Community	99 35
2841 Juvenile Probation-State Aid	22,967 70
2893 HMGP - IKE	456,294 00
2914 CDBG Housing Program	6,940 00
3120 Limited Tax Cnty Bldg Bds Sr09	28,509 41
7605 Escrow Fund	7,833 37
<b>Grand Total:</b>	<b><u>707,526.32</u></b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/18/2012

Approved Order to pay by Commissioners Court this day June 26, 2012

*Cliff Billingsley*

Cliff Billingsley, County Auditor

Absent

Mark A. Henry, Galveston County Judge

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

Absent

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

*Stephen D. Holmes*

Stephen D. Holmes, Galveston County Commissioner, Pct 3

*Kenneth Clark*

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

*Dwight D. Sullivan*  
Dwight D. Sullivan, County Clerk

*Brandy Chapman* Deputy  
Brandy Chapman

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356915	408305	ABC STEEL PRODUCTS CO INC	06/18/12	578 75	MM	OH		
A200356896	702471	ABL MANAGEMENT INC	06/18/12	20,091 89	MM	OH		
A200356897	705457	ACCRINT	06/16/12	1 175 00	MM	OH		
A200356898	706645	ALERE TOYICOCOGY SERVICES INC	06/18/12	2 360 00	MM	OH		
A200356899	VOID CONTINU	VOID - Continued Stub	06/18/12	0 00 00	MM	OH		VOID
A200356900	013524	ALERT ALARM BURG AND FIRE PRO	06/19/12	4,850 00	MM	OH		
A200356901	408810	AMERICAN FUTURE SYSTEMS INC	06/18/12	230 00	MM	OH		
A200356902	713566	ATTAWAY, ANGELA	06/18/12	480 00	MM	OH		
A200356903	021030	BACLIFF BUILDERS SUPPLY INC	06/18/12	27 47	MM	OH		
A200356904	714310	BEALLS INC	06/18/12	510 58	MM	OH		
A200356905	410207	BEARCOM OPERATING LLC	06/18/12	226 55	MM	OH		
A200356906	712283	BEHRMAN, SONIA	06/19/12	455 00	MM	OH		B7
A200356907	704349	BOORSTEIN, BARRY	06/18/12	243 75	MM	OH		B7
A200356908	024240	BROOKSIDE EQUIP SALES INC	06/18/12	545 10	MM	OH		
A200356909	701322	C JOHNNY ON THE SPOT INC	06/18/12	60 00	MM	OH		
A200356910	031559	CALICO WELDING SUPPLY CO	06/18/12	288 31	MM	OH		
A200356911	706933	CEDRICK L MUHAMMAD PC	06/18/12	1,446 25	MM	CH		B7
A200356912	407782	CENTERPOINT ENERGY	06/18/12	1 550 92	MM	OH		
A200356913	700429	CHAIR TAI CHI	06/18/12	290 00	MM	OH		
A200356914	712596	CHERRY CRUSHED CONCRETE	06/18/12	913 56	MM	OH		
A200356915	033209	CITY OF LA MARQUE	06/18/12	172 95	MM	CH		
A200356916	033290	CLARK, DIANE	06/18/12	357 50	MM	OH		B7
A200356917	713882	CLEAR LAKE STOKES MUNICIPAL C	06/18/12	267 00	MM	OH		
A200356918	712273	CLEMENTS, CLYDE WESLEY	06/18 12	552 50	MM	CH		B7
A200356919	709399	COBURN SUPPLY COMPANY INC	06/18/12	2,743 13	MM	OH		
A200356920	034223	COLTZER ROBERT G	06/18/12	366 60	MM	OH		B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356921	714559	COMEAUX, CELESTE	06/18/12	25 20	MM	OH		
A200356922	700905	COPY DR	06/18/12	7 20	MM	OH		
A200356923	709896	CRESCENT ENGINEERING COMPANY	06/18/12	141 86	MM	OH		
A200356924	708690	CROWDERGULF JOINT VENTURE LLP	06/18/12	456 294 00	MM	OH		
A200356925	409860	DEAN & ONGERT PC	06/18/12	337 00	MM	OH	B7	
A200356926	714519	DECKER DISPOSAL INC	06/18/12	6 650 00	MM	OH		
A200356927	706153	DIAZ, MARK A	06/18/12	325 00	MM	OH	B7	
A200356928	706718	DOLPHIN CHEMICAL & SUPPLY COM	06/18/12	125 00	MM	OH		
A200356929	045286	DUCOTE, JAMES	06/18/12	97 50	MM	OH	B7	
A200356930	712144	DUNAWAY, LORI	06/18/12	1,910 00	MM	OH		
A200356931	713675	EDDY, CYNTHIA	06/18/12	112 75	MM	OH		
A200356932	714274	ELLIS, SABRINA E	06/18/12	470 00	MM	OH		
A200356933	405028	ENTERGY	06/18/12	152 77	MM	OH		
A200356934	711189	FANNING AND FANNING PLLC	06/18/12	260 00	MM	OH	B7	
A200356935	410365	FAUS, SALVADOR	06/18/12	552 50	MM	OH	B7	
A200356936	062067	FEDEX CORP	06/18/12	22 71	MM	OH		
A200356937	710210	FLEETCOR TECHNOLOGIES DBA CHE	06/18/12	212 47	MM	OH		
A200356938	712917	FLEMING MARCUS J	06/18/12	460 00	MM	OH	B7	
A200356939	713156	FREEZE, JOHNNY J	06/18/12	135 00	MM	OH		
A200356940	406195	GALVESTON COUNTY SHERIFF'S DE	06/18/12	30 32	MM	OH		
A200356941	709134	GRAHAM, CARMEN A	06/18/12	637 00	MM	OH	B7	
A200356942	713571	GRAVOIS, JACQUELYN STEWART	06/18/12	520 00	MM	OH	B7	
A200356943	714263	HEERMANS, THOMAS MATHEN	06/18/12	278 20	MM	OH	B7	
A200356944	712993	HENRY, MARK	06/18/12	442 20	MM	OH		
A200356945	707488	IBRAHIM & ELLIOTT LLP	06/18/12	406 45	MM	OH	B7	
A200356946	707874	INTERVENTION RESOURCES	06/18/12	2 450 00	MM	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200356947	712357	JACKSON ERIN LARENA	06/18/12	416 00	MM	OH	B7	
A200356948	409049	JAHN-GALVESTON INSURANCE AGEN	06/18/12	6,940 00	MM	OH		
A200356949	709876	JOHNSON, SHAWN MICHAEL	06/18/12	91 19	MM	CH		
A200356950	705594	JORDAN LATOYA	06/16/12	132 00	MM	CH		
A200356951	704638	KAUFMANN, CHARLES R	06/18/12	325 00	MM	CH	B7	
A200356952	402386	KLEEN JANITORIAL SUPPLY CONPA	06/18/12	9,809 89	MM	OH		
A200356953	711173	LAW FIRM OF TOT KIM LE	06/18/12	435 50	MM	OH	B7	
A200356954	713605	LAW OFFICE OF PHILLIP M DAVI	06/18/12	191 75	MM	OH	B7	
A200356955	705777	LEATHERS, BILL	06/18/12	341 25	MM	OH	B7	
A200356956	123026	LIGGIOS TIRE AND SERVICE CBNT	06/18/12	1,334 72	MM	OH		
A200356957	707090	LINEBARGER GOGGAN BLAIR & SAM	06/18/12	7 341 22	MM	OH		
A200356958	707090	LINEBARGER GOGGAN BLAIR & SAM	06/18/12	4 391 14	MM	OH		
A200356959	707090	LINEBARGER GOGGAN BLAIR & SAM	06/18/12	5 051 14	MM	OH		
A200356960	707090	LINEBARGER GOGGAN BLAIR & SAM	06/18/12	312 36	MM	OH		
A200356961	707090	LINEBARGER GOGGAN BLAIR & SAM	06/18/12	790 80	MM	OH		
A200356962	707090	LINEBARGER GOGGAN BLAIR & SAM	06/18/12	11,641 85	MM	OH		
A200356963	707090	LINEBARGER GOGGAN BLAIR & SAM	06/18/12	3,546 65	MM	OH		
A200356964	711912	M BRUCE FORT PC	06/18/12	3,087 10	MM	OH	B7	
A200356965	713989	MAILFINANCE INC	06/18/12	333 39	MM	OH		
A200356966	131284	MAINLAND BOLT AND SUPPLY	06/18/12	39 52	MM	OH		
A200356967	709125	MALONEY & PARKS LLP	06/18/12	260 00	MM	OP	B7	
A200356968	712884	MARCUS AARON C	06/18/12	83 29	MM	CH		
A200356969	407300	MARION WILLIAM DAVID	06/18/12	234 00	MM	OP	B7	
A200356970	704124	MARTIN THOMAS A	06/18/12	470 00	MM	OH	57	
A200356971	714555	MCANULTY DAN A JR	06/18/12	5,110 37	MM	OH		
A200356972	714509	MELTON, MUTA	06/18/12	72 60	MM	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200356973	705354	MILLER JARVIS	06/18/12	99 35	MM	OH	
A200356974	703746	MUTCHLER, RALPH	06/18/12	852 80	MM	OH	B7
A200356975	705888	NAJER, MAURICE	06/18/12	520 00	MM	OH	B7
A200356976	713518	NELSON ERIK ANDREW	06/18/12	1 280 00	MM	OH	B7
A200356977	713099	NGUYEN JASON	06/18/12	67 16	MM	OH	
A200356978	711213	NRG ENERGY INC	06/18/12	300 00	MM	OH	
A200356979	705290	PALMER, MICHAEL	06/18/12	276 25	MM	OH	B7
A200356980	711436	PEGASUS SCHOOLS INC	06/18/12	20 911 60	MM	OH	
A200356981	705933	POOLE, ADAM B	06/18/12	235 00	MM	OH	
A200356982	405624	PORT SUPPLY	06/18/12	62 65	MM	OH	
A200356983	706403	RAED ELSEVIER INC	06/18/12	460 00	MM	OH	
A200356984	712991	ROADY, JACK	06/18/12	135 00	MM	OH	
A200356985	191023	SANTA FE AUTO PARTS INC	06/18/12	133 75	MM	OH	
A200356986	409980	SCHOLASTIC BOOK CLUBS INC	06/18/12	331 92	MM	OH	
A200356987	702664	SCHWAB, TAYLOR	06/18/12	240 50	MM	OH	B7
A200356988	713565	SKELTON, CASEY	06/18/12	240 00	MM	OH	
A200356989	709133	SNIDER TIRE INC	06/18/12	640 96	MM	OH	
A200356990	701326	SOUTHERN COMPUTER WAREHOUSE	06/18/12	133 68	MM	OH	
A200356991	712973	STABE JENNIFER	06/18/12	45 00	MM	OH	
A200356992	194159	STANDARD STEEL SUPPLY INC	06/18/12	104 90	MM	OH	
A200356993	194514	STEVENS MARK W	06/18/12	84 50	MM	OH	B7
A200356994	432219	STEWART DELLA L	06/18/12	155 40	MM	OH	
A200356995	705440	STOVEF, CARLA	06/18/12	7 22	MM	OH	
A200356996	702839	SUHLER, DAVID	06/18/12	465 00	MM	OH	B7
A200356997	704108	SULLIVAN DWIGHT D	06/18/12	495 54	MM	OH	
A200356998	707408	SUNGARD PUBLIC SECTOR INC	06/18/12	17 260 36	MM	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200356999	195916	SUTHERLAND LUMBER SOUTHWEST I	06/18/12	425 33	MM	OH	
A200357000	409312	TEXAS DEPARTMENT OF HEALTH	06/18/12	145 48	MM	OH	
A200357001	708583	TEXAS LAW & PSYCHIATRY PLLC	06/18/12	200 00	MM	OH	MH
A200357002	202267	TEXAS PARKS AND WILDLIFE DEPT	06/18/12	750 91	MM	OH	
A200357003	202267	TEXAS PARKS AND WILDLIFE DEPT	06/18/12	313 40	MM	OH	
A200357004	202267	TEXAS PARKS AND WILDLIFE DEPT	06/18/12	4,025 90	MM	OH	
A200357005	202267	TEXAS PARKS AND WILDLIFE DEPT	06/18/12	2,011 10	MM	OH	
A200357006	406147	THOMA, JOHN	06/18/12	310 00	MM	OH	B7
A200357007	409465	TIEH INDUSTRIES INC	06/18/12	8,000 00	MM	OH	
A200357008	710765	TRACKER A DIVISION OF C2 LLC	06/18/12	450 00	MM	OH	
A200357009	710161	TUBING AND METRICS HYDRAULICS	06/18/12	47 28	MM	OH	
A200357010	405980	TURMAN AND ASSOCIATES INC	06/18/12	218 30	MM	OH	B7
A200357011	710003	U S ENERGY SAVINGS CORP	06/18/12	100 00	MM	OH	
A200357012	409463	UNITED STATES POSTAL SERVICE	06/18/12	5 000 00	MM	OH	
A200357013	709761	USA MOBILITY WIRELESS INC	06/18/12	133 67	MM	OH	
A200357014	402812	UTMB	06/18/12	16 500 09	MM	OH	
A200357015	714478	VACLAVIK ADVISORY GROUP LLC	06/18/12	3,052 50	MM	OH	
A200357016	705576	VENZEY ENTERPRISES INC	06/18/12	28 509 41	MM	OH	
A200357017	708752	VOICE4NET COM	06/18/12	50 00	MM	OH	
A200357018	231209	WALMART	06/18/12	16 32	MM	OH	
A200357019	409097	WILLIAMS, MELISSA	06/18/12	264 00	MM	OH	
A200357020	713849	WILLIAMS TRACEY	06/18/12	35 20	MM	OH	
A200357021	711999	WILSON TARA L	06/18/12	202 00	MM	OH	B7
A200357022	714574	WRIGHT, RANDI	06/18/12	13 91	MM	OH	

\*\*\*\*\*  
 Check Payee ID Payee Name Date Check Amount Type Subs Rel To Note  
 \*\*\*\*\*  
 SUB T O T A L S  
 \*\*\*\*\*

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	695,012 01	Number of Checks Processed	127
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
SUB T O T A L			
	695 012 01		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F60000431	71-252	CLASSIC AUTOPLEX GALVESTON	06/18/12	9,560.69	CX	OH		
F60000432	071118	GALVESTON NEWSPAPERS INC	06/18/12	2,685.69	CX	OH		
F60000433	403006	KEYWORTHS HARDWARE INC	06/18/12	46.93	CX	OH		
F60000434	705097	LONE STAR UNIFORMS INC	06/18/12	201.00	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 Reveisals	0.00	Number of Checks Processed	0
Total Cancelled	12,494.31	Number of Checks Processed	4

S U B T O T A L

12,494.31

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

Total Void Machine Written	0 00	Number of Checks Processed	1
Total void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	895,032 01	Number of Checks Processed	127
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	12 494 31	Number of Checks Processed	4

GRAND TOTAL 707,526 32

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>FUND: 1101 General Fund</b>		
<b>Warrant #: VW 0000438                      Payee Name: LONE STAR UNIFORMS INC</b>		
253786	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	347 85
253797	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	791 95
253819	1101223200 - 5312101 Constable Pct #2 - Petteway - Uniform Expense	510 00
253825	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	753 95
253826	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	320 90
253887	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	504 45
253889	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	1,077 80
253890	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	1,693 00
353827	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	347 85
<b>Warrant Total:</b>		<b>6,347.75</b>
<b>Warrant #: VW 00357023                      Payee Name: ABL MANAGEMENT INC</b>		
191610	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	17,276 36
<b>Warrant Total:</b>		<b>17,276.36</b>
<b>Warrant #: VW 00357033                      Payee Name: ARLAN'S MARKETS</b>		
119402	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	29 09
119403	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	30 00
<b>Warrant Total:</b>		<b>59.09</b>
<b>Warrant #: VW 00357034                      Payee Name: B.L. ALEXANDER ENTERPRISES INC</b>		
8778	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	495 00
<b>Warrant Total:</b>		<b>495.00</b>
<b>Warrant #: VW 00357038                      Payee Name: BENNETT, JAMES M</b>		
12CR1303 060712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	782 50
<b>Warrant Total:</b>		<b>782.50</b>
<b>Warrant #: VW 00357039                      Payee Name: BERARDINELLI CORREIA, SHAUNA L</b>		
12CP0015 061212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	897 00
<b>Warrant Total:</b>		<b>897.00</b>
<b>Warrant #: VW 00357040                      Payee Name: BERLINGER, TIM</b>		
PR71644 051712	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	518.60
<b>Warrant Total:</b>		<b>518.60</b>
<b>Warrant #: VW 00357041                      Payee Name: BETA TECHNOLOGY INC</b>		
571440	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	644 40
<b>Warrant Total:</b>		<b>644.40</b>
<b>Warrant #: VW 00357042                      Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>		
0855000520863	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	79 87
0855000521069	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	63 49
0855000521703	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	223 22
0855000524405	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	236.62
0855000524976	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	461 48
0855000525226	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	329 75
<b>Warrant Total:</b>		<b>1,394.43</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357045</b>		
<b>Payee Name: BLEYL, AMY RUTH WILSON</b>		
321519 062012	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	130 00
<b>Warrant Total:</b>		<b>130.00</b>
<b>Warrant #: VW 00357047</b>		
<b>Payee Name: BOB J JOHNSON &amp; ASSOCIATES</b>		
266331	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	172 20
266638	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	387 50
266640	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	80 00
266778	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	172 20
266810	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	387 50
266812	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	257 94
<b>Warrant Total:</b>		<b>1,457.34</b>
<b>Warrant #: VW 00357049</b>		
<b>Payee Name: BOILER SPECIALISTS SALES &amp; SERVICE L.P.</b>		
10020	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,060 50
<b>Warrant Total:</b>		<b>2,060.50</b>
<b>Warrant #: VW 00357052</b>		
<b>Payee Name: BRIGGS, LYNETTE</b>		
11CR3101 061512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00357053</b>		
<b>Payee Name: BROADWAY DRUG STORE</b>		
022461 BROWN	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	282 04
022461 STEWART C	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	264 44
<b>Warrant Total:</b>		<b>546.48</b>
<b>Warrant #: VW 00357056</b>		
<b>Payee Name: BROWN PH D, JEROME B</b>		
10CR2770 062211	1101121000 - 5416000 Justice Administration - Prof Serv Investigators	1,500 00
<b>Warrant Total:</b>		<b>1,500.00</b>
<b>Warrant #: VW 00357057</b>		
<b>Payee Name: BROWN, ADAM BANKS</b>		
12CR0540 061912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00357060</b>		
<b>Payee Name: CALVE GROUP INC, THE</b>		
10CR0325 061512	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	280 00
<b>Warrant Total:</b>		<b>280.00</b>
<b>Warrant #: VW 00357063</b>		
<b>Payee Name: CEDRICK L MUHAMMAD PC</b>		
12CR1099 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
<b>Warrant Total:</b>		<b>227.50</b>
<b>Warrant #: VW 00357064</b>		
<b>Payee Name: CENTERPOINT ENERGY</b>		
46936837 061412	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	78 66
46936837 062912	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	78 66
47504113	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	1,586 08
47504113 061312	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	16 04
47655071	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	42 29
47972211 061312	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	15 22
48318612 061412	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	35 08
48318612 062912	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	35 08
76742493	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>1,987.11</b>
<b>Warrant #: VW 00357067                      Payee Name: CITY OF GALVESTON</b>		
012569	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	34 19
080730	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	70 03
292030 52512	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
S0016925	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	270.00
<b>Warrant Total:</b>		<b>474 22</b>
<b>Warrant #: VW 00357068                      Payee Name: CITY OF LAMARQUE</b>		
012001400001	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	39 34
<b>Warrant Total:</b>		<b>39.34</b>
<b>Warrant #: VW 00357069                      Payee Name: CITY OF LEAGUE CITY</b>		
26001020711	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	133 66
4029804489	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	34 59
<b>Warrant Total:</b>		<b>168.25</b>
<b>Warrant #: VW 00357070                      Payee Name: CITY OF TEXAS CITY</b>		
2370182986	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	55 65
265005	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	126 27
<b>Warrant Total:</b>		<b>181.92</b>
<b>Warrant #: VW 00357071                      Payee Name: CITY OF TEXAS CITY</b>		
1960974052 0512	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	6 38
1961074053 0512	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	7 43
2349182536 0512	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	44 59
2569878663 0512	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	2,691 26
2614887883 0512	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	1,372 70
2615087885 0612	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	10 64
2801678663 0512	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	170 00
2801778663 53112	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	43 36
<b>Warrant Total:</b>		<b>4,346.36</b>
<b>Warrant #: VW 00357072                      Payee Name: CLARK, DIANE</b>		
03FD2932 060712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	221 00
11CP0061 060712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	156 00
PR73311 051412	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	375 00
<b>Warrant Total:</b>		<b>752.00</b>
<b>Warrant #: VW 00357075                      Payee Name: COBURN SUPPLY COMPANY INC</b>		
134960520	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	59 52
454959468	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	138 50
<b>Warrant Total:</b>		<b>198.02</b>
<b>Warrant #: VW 00357077                      Payee Name: COOK, DAVID</b>		
11CR1286 061812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	949 00
11CR1286 ADD EXP	1101121000 - 5431000 Justice Administration - Trial Expense	10 20
12CR1587 061912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	32 50
314219 061812	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
<b>Warrant Total:</b>		<b>1,186.70</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357082</b>		
<b>Payee Name: CRISS, SUSAN</b>		
3/8-11/12 MLG	1101121000 - 5495100 Justice Administration - Education	43 76
6/6-7/12 TRVL	1101121000 - 5495100 Justice Administration - Education	181 42
<b>Warrant Total:</b>		<b>225.18</b>
<b>Warrant #: VW 00357086</b>		
<b>Payee Name: DAHLENBURG, MICHAEL L</b>		
11CP0001 061212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	182 00
11CP0062 061212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	201 50
MH4094 051612	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4096 060112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4097 052912	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4099A 052312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4100 060112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4102 053112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
<b>Warrant Total:</b>		<b>1,158.50</b>
<b>Warrant #: VW 00357087</b>		
<b>Payee Name: DAHLENBURG, MICHAEL L</b>		
MH4099 052312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
<b>Warrant Total:</b>		<b>225.00</b>
<b>Warrant #: VW 00357089</b>		
<b>Payee Name: DANESI'S OUTDOOR SERVICES</b>		
43	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
44	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
45	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
46	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
47	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
48	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
49	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
50	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
51	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
<b>Warrant Total:</b>		<b>10,206.00</b>
<b>Warrant #: VW 00357090</b>		
<b>Payee Name: DAVID'S ISLAND</b>		
02317	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	6,482 00
<b>Warrant Total:</b>		<b>6,482.00</b>
<b>Warrant #: VW 00357094</b>		
<b>Payee Name: DIAMOND SHAMROCK</b>		
64037336 061412	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	71 03
<b>Warrant Total:</b>		<b>71.03</b>
<b>Warrant #: VW 00357095</b>		
<b>Payee Name: DIAZ, MARK A</b>		
318875 061312	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	357 50
<b>Warrant Total:</b>		<b>357.50</b>
<b>Warrant #: VW 00357096</b>		
<b>Payee Name: DIGITALMARKETS INC</b>		
2356	1101211171 - 5423000 Communications-Sheriff's Dept - Maint/Repairs Equipment	450 00
<b>Warrant Total:</b>		<b>450.00</b>
<b>Warrant #: VW 00357097</b>		
<b>Payee Name: DIRECT ENERGY LP</b>		
634830475	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
<b>Warrant Total:</b>		<b>100 00</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357098                      Payee Name: DOLPHIN CHEMICAL &amp; SUPPLY COMPANY LLC</b>		
9814	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	725.00
	<b>Warrant Total:</b>	<b>725.00</b>
<b>Warrant #: VW 00357099                      Payee Name: DOPICO, MARY</b>		
062112 CRT RPTR	1101121000 - 5431101 Justice Administration - Professional Sr Interpreter	180.00
	<b>Warrant Total:</b>	<b>180.00</b>
<b>Warrant #: VW 00357100                      Payee Name: DRAGONY, RACHEL ANN</b>		
JAIL DKT 112311	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	950.00
	<b>Warrant Total:</b>	<b>950.00</b>
<b>Warrant #: VW 00357101                      Payee Name: DSG INC</b>		
23961	1101121000 - 5431101 Justice Administration - Professional Sr Interpreter	660.00
	<b>Warrant Total:</b>	<b>660.00</b>
<b>Warrant #: VW 00357106                      Payee Name: FANNING AND FANNING PLLC</b>		
JAIL DKT 060112	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	950.00
	<b>Warrant Total:</b>	<b>950.00</b>
<b>Warrant #: VW 00357107                      Payee Name: FAUS, SALVADOR</b>		
07FD1749 060612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65.00
	<b>Warrant Total:</b>	<b>65.00</b>
<b>Warrant #: VW 00357108                      Payee Name: FIRETRON INC</b>		
29059	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	492.50
	<b>Warrant Total:</b>	<b>492.50</b>
<b>Warrant #: VW 00357109                      Payee Name: FIRST CHOICE POWER</b>		
1101630535	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	125.56
1202782190	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
1203145895	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	122.42
2001633135	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	123.14
	<b>Warrant Total:</b>	<b>471.12</b>
<b>Warrant #: VW 00357110                      Payee Name: FIRST CHOICE POWER</b>		
655002003359900	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	144.25
	<b>Warrant Total:</b>	<b>144.25</b>
<b>Warrant #: VW 00357111                      Payee Name: FISHER, DENA LAURA</b>		
11CR2913 051412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	763.75
	<b>Warrant Total:</b>	<b>763.75</b>
<b>Warrant #: VW 00357113                      Payee Name: FULK, GEORGE BYRON</b>		
10CR2055 061912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422.50
315205 051612	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	412.50
	<b>Warrant Total:</b>	<b>835.00</b>
<b>Warrant #: VW 00357114                      Payee Name: FULTON &amp; WELCH ATTORNEYS AT LAW PLLC</b>		
321694 061812	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	422.50
	<b>Warrant Total:</b>	<b>422.50</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357115</b>		
<b>Payee Name: G &amp; K SERVICES</b>		
1030827114	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	35 00
1030863661	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	35 00
1030869602	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	35 00
1030870908	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	35 00
1030870910	1101544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	35 67
1030870916	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	35 00
1030874558	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	35 00
1030876835	1101544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	35 00
1030882799	1101544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	35 00
1030888710	1101544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	35 00
<b>Warrant Total:</b>		<b>350.67</b>
<b>Warrant #: VW 00357116</b>		
<b>Payee Name: GALVESTON COUNTY SHERIFF'S DEPT</b>		
000026	1101211150 - 5496156 Warrants-Sheriff's Department - Prisoner Extradition Trav	17 00
<b>Warrant Total:</b>		<b>17.00</b>
<b>Warrant #: VW 00357117</b>		
<b>Payee Name: GALVESTON COUNTY WCID #1</b>		
120050039 061112	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	112 26
<b>Warrant Total:</b>		<b>112.26</b>
<b>Warrant #: VW 00357118</b>		
<b>Payee Name: GAMMA WASTE SYSTEMS</b>		
32113	1101170100 - 5412094 Facilities Svcs & Maintenance - CareHere Clinic Expenditu	140 00
<b>Warrant Total:</b>		<b>140.00</b>
<b>Warrant #: VW 00357120</b>		
<b>Payee Name: GILLMAN, MICHAEL DAVID</b>		
322468 061512	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00357122</b>		
<b>Payee Name: GRANDY, CAROLYN</b>		
06/08/12 CLEAN	1101121000 - 5310000 Justice Administration - Supplies and Materials	9 98
<b>Warrant Total:</b>		<b>9.98</b>
<b>Warrant #: VW 00357123</b>		
<b>Payee Name: GT DISTRIBUTORS INC</b>		
INV0402989	1101211143 - 5310000 Patrol Division - Supplies and Materials	684 45
<b>Warrant Total:</b>		<b>684.45</b>
<b>Warrant #: VW 00357124</b>		
<b>Payee Name: GULF COAST BAIL BONDS</b>		
051110 RMB	1101000000 - 2291104 General Fund - DC-Refunds of Fees	762 00
<b>Warrant Total:</b>		<b>762.00</b>
<b>Warrant #: VW 00357127</b>		
<b>Payee Name: GULF COAST CENTURY</b>		
84296	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	507 00
84300	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	465 00
<b>Warrant Total:</b>		<b>972.00</b>
<b>Warrant #: VW 00357130</b>		
<b>Payee Name: GUTHEINZ LAW FIRM LLP</b>		
321045 062012	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	292 50
324844 061912	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	163 50
JAIL DKT 091912	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
<b>Warrant Total</b>		<b>651.00</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357131                      Payee Name: HANSEN, JUDY</b>		
062012 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	984 00
	<b>Warrant Total:</b>	<u>984.00</u>
<b>Warrant #: VW 00357132                      Payee Name: HEERMANS, THOMAS MATHEW</b>		
12CR0855 061812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
	<b>Warrant Total:</b>	<u>422.50</u>
<b>Warrant #: VW 00357133                      Payee Name: HENRY, THERESA</b>		
11CR1698 061912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390 00
	<b>Warrant Total:</b>	<u>390.00</u>
<b>Warrant #: VW 00357134                      Payee Name: HENSON, MIKE</b>		
06/10-15/12 TRVL	1101211133 - 5496100 Sheriff-Corrections - Travel and Education	337 60
	<b>Warrant Total:</b>	<u>337.60</u>
<b>Warrant #: VW 00357135                      Payee Name: HINDMAN, MARGARET</b>		
MH4088 060112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4092 060112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
	<b>Warrant Total:</b>	<u>400.00</u>
<b>Warrant #: VW 00357136                      Payee Name: HLAVINKA EQUIPMENT COMPANY</b>		
3001996	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	812 86
	<b>Warrant Total:</b>	<u>812.86</u>
<b>Warrant #: VW 00357137                      Payee Name: HOB-LOB LTD</b>		
JUN 12-15 2012	1101610200 - 5310000 County Extension - Supplies and Materials	87 48
	<b>Warrant Total:</b>	<u>87.48</u>
<b>Warrant #: VW 00357138                      Payee Name: HOLMES, ROBERT D.</b>		
5/21-25/12 RMB	1101159100 - 5496100 Information Technology - Travel and Education	86 00
5/21-25/12 RMB	1101159100 - 5496301 Information Technology - Auto Mileage	211 53
	<b>Warrant Total:</b>	<u>297.53</u>
<b>Warrant #: VW 00357140                      Payee Name: HUGHES, BONNIE O</b>		
6/14/12 RMB	1101121000 - 5310000 Justice Administration - Supplies and Materials	25 97
	<b>Warrant Total:</b>	<u>25.97</u>
<b>Warrant #: VW 00357142                      Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD</b>		
SCH000272	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	6,855 67
	<b>Warrant Total:</b>	<u>6,855.67</u>
<b>Warrant #: VW 00357143                      Payee Name: IESI TX CORP ENVIRO TEX</b>		
1500358196	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	98 95
	<b>Warrant Total:</b>	<u>98.95</u>
<b>Warrant #: VW 00357148                      Payee Name: JACKSON, CALVIN C</b>		
11CR3075 062012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
	<b>Warrant Total:</b>	<u>455.00</u>
<b>Warrant #: VW 00357149                      Payee Name: JACKSON, CALVIN C</b>		
321457 062012	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	227 50

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>227.50</b>
<b>Warrant #: VW 00357150</b>	<b>Payee Name: JACKSON, ERIN LARENA</b>	
12CR1219 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	55 50
<b>Warrant Total:</b>		<b>55.50</b>
<b>Warrant #: VW 00357153</b>	<b>Payee Name: JALUFKA, GAIL</b>	
08CR1047 061512	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	345 00
10CR1834 061412	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	3,618 00
<b>Warrant Total:</b>		<b>3,963.00</b>
<b>Warrant #: VW 00357159</b>	<b>Payee Name: JP MORGAN CHASE</b>	
JUNE 2012 STMT	1101000000 - 1800005 General Fund - P Crd #1504	186 32
JUNE 2012 STMT	1101000000 - 1800009 General Fund - P Crd #5147	2,662 00
JUNE 2012 STMT	1101000000 - 1800020 General Fund - P Crd #8745	-2 87
JUNE 2012 STMT	1101000000 - 1800022 General Fund - P Crd #7436	64 82
JUNE 2012 STMT	1101000000 - 1800024 General Fund - P Crd #4219	109 41
JUNE 2012 STMT	1101000000 - 1800036 General Fund - P Crd #7247	243 37
JUNE 2012 STMT	1101000000 - 1800038 General Fund - P Crd #7221	622 43
JUNE 2012 STMT	1101000000 - 1800039 General Fund - P Crd #7388	18,821 03
JUNE 2012 STMT	1101000000 - 1800048 General Fund - P Crd #3383	289 43
JUNE 2012 STMT	1101000000 - 1800051 General Fund - P Crd #5647	24,506 12
JUNE 2012 STMT	1101000000 - 1800052 General Fund - P Crd #4517	374 95
JUNE 2012 STMT	1101000000 - 1800055 General Fund - P Crd #4475	3,097 10
JUNE 2012 STMT	1101000000 - 1800056 General Fund - P Crd #4509	419 47
JUNE 2012 STMT	1101000000 - 1800086 General Fund - P Card #3427	-4 56
JUNE 2012 STMT	1101000000 - 1800087 General Fund - P Card #2192	642 46
JUNE 2012 STMT	1101000000 - 1800090 General Fund - P Card #1421	366 42
JUNE 2012 STMT	1101000000 - 1800093 General Fund - P Card #5392	93 76
JUNE 2012 STMT	1101000000 - 1800094 General Fund - P Card #6304	13,180 47
JUNE 2012 STMT	1101000000 - 1800095 General Fund - P Card #6129	541 10
JUNE 2012 STMT	1101000000 - 1800097 General Fund - P Card #6650	10,503 07
JUNE 2012 STMT	1101000000 - 1800098 General Fund - P Card #1654	41 93
JUNE 2012 STMT	1101000000 - 1800101 General Fund - P Card #5468	34,635 90
JUNE 2012 STMT	1101000000 - 1800102 General Fund - P Card #0469	133.09
JUNE 2012 STMT	1101000000 - 1800105 General Fund - P Card #1173	1,263 76
JUNE 2012 STMT	1101000000 - 1800115 General Fund - P Card #5749	456 28
JUNE 2012 STMT	1101000000 - 1800117 General Fund - P Card #4746	1,416 02
JUNE 2012 STMT	1101000000 - 1800123 General Fund - P Crd #6093	668 48
JUNE 2012 STMT	1101000000 - 1800128 General Fund - P Card #6407	12,884 01
JUNE 2012 STMT	1101000000 - 1800132 General Fund - P Card #3474	112 92
JUNE 2012 STMT	1101000000 - 1800134 General Fund - P Card #6865	218 32
JUNE 2012 STMT	1101000000 - 1800138 General Fund - P Card #0858	3,236 78
JUNE 2012 STMT	1101000000 - 1800139 General Fund - P Card #9373	293 95
JUNE 2012 STMT	1101000000 - 1800141 General Fund - P Card #7980	108 25
JUNE 2012 STMT	1101000000 - 1800142 General Fund - P Card #7253	1,376 70
JUNE 2012 STMT	1101000000 - 1800143 General Fund - P Card #7937	910 85
JUNE 2012 STMT	1101000000 - 1800144 General Fund - P Card #0081	-140 01
JUNE 2012 STMT	1101000000 - 1800146 General Fund - P Card #0040	81 40
JUNE 2012 STMT	1101000000 - 1800147 General Fund - P Card #0057	128 34
JUNE 2012 STMT	1101000000 - 1800151 General Fund - P Card #2285	6,670 05
JUNE 2012 STMT	1101000000 - 1800152 General Fund - P Card #2301	270 00
JUNE 2012 STMT	1101000000 - 1800153 General Fund - P Card #2244	305 85

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
JUNE 2012 STMT	1101000000 - 1800154 General Fund - P Card #0045	1,764 30
JUNE 2012 STMT	1101000000 - 1800158 General Fund - P Card #3896	1,535 57
JUNE 2012 STMT	1101000000 - 1800160 General Fund - P Card #3862	561 49
JUNE 2012 STMT	1101000000 - 1800162 General Fund - P Card #3813	113 51
JUNE 2012 STMT	1101000000 - 1800167 General Fund - P Card #5683	1,082 23
JUNE 2012 STMT	1101000000 - 1800168 General Fund - P Card #5691	52 51
JUNE 2012 STMT	1101000000 - 1800169 General Fund - P Card #2369	152 97
JUNE 2012 STMT	1101000000 - 1800181 General Fund - P Card #9936	303 61
JUNE 2012 STMT	1101000000 - 1800183 General Fund - P Card #2613	37 89
JUNE 2012 STMT	1101000000 - 1800184 General Fund - P Card #8351	40 39
JUNE 2012 STMT	1101000000 - 1801006 General Fund - P Crd #9482	70 43
JUNE 2012 STMT	1101000000 - 1801011 General Fund - P Crd #1703	7 35
JUNE 2012 STMT	1101000000 - 1801018 General Fund - P Crd #7038	3,625.80
JUNE 2012 STMT	1101000000 - 1801028 General Fund - P Crd #4344	113 40
JUNE 2012 STMT	1101000000 - 1801029 General Fund - P Crd #8024	441 76
JUNE 2012 STMT	1101000000 - 1801030 General Fund - P Crd #0043	-6 88
JUNE 2012 STMT	1101000000 - 1801031 General Fund - P Crd #8147	-0 73
JUNE 2012 STMT	1101000000 - 1801034 General Fund - P Crd #7451	81 92
JUNE 2012 STMT	1101000000 - 1801051 General Fund - P Crd #0876	167 10
JUNE 2012 STMT	1101000000 - 1801066 General Fund - P Crd #0475	36 57
JUNE 2012 STMT	1101000000 - 1801100 General Fund - P Card #5961	195 56
JUNE 2012 STMT	1101000000 - 1801115 General Fund - P Card #0861	-375 00
JUNE 2012 STMT	1101000000 - 1801119 General Fund - P Card #0183	27 50
JUNE 2012 STMT	1101000000 - 1801120 General Fund - P Card #0308	71 20
JUNE 2012 STMT	1101000000 - 1801121 General Fund - P Card #0316	186 23
JUNE 2012 STMT	1101000000 - 1801124 General Fund - P Card #4845	343 42
JUNE 2012 STMT	1101000000 - 1801128 General Fund - P Card #4154	1,435 16
JUNE 2012 STMT	1101000000 - 1801139 General Fund - P Crd #0135	244 65
JUNE 2012 STMT	1101000000 - 1801141 General Fund - P Crd #7885	105 96
JUNE 2012 STMT	1101000000 - 1801156 General Fund - P Card #3275	-375 00
JUNE 2012 STMT	1101000000 - 1801158 General Fund - P Card #7495	224 24
JUNE 2012 STMT	1101000000 - 1801178 General Fund - P Card #0832	1,874 95
JUNE 2012 STMT	1101000000 - 1801180 General Fund - P Card #4116	17 88
JUNE 2012 STMT	1101000000 - 1801185 General Fund - P Card #0693	253 96
JUNE 2012 STMT	1101000000 - 1801186 General Fund - P Card #5208	53 67
JUNE 2012 STMT	1101000000 - 1801189 General Fund - P Card #1456	58 60
JUNE 2012 STMT	1101000000 - 1801190 General Fund - P Card #0846	42 18
JUNE 2012 STMT	1101000000 - 1801191 General Fund - P Card #0838	70 80
JUNE 2012 STMT	1101000000 - 1801192 General Fund - P Card #7044	141 33
JUNE 2012 STMT	1101000000 - 1801193 General Fund - P Card #4628	2,841 60
JUNE 2012 STMT	1101000000 - 1801200 General Fund - P Card #9546	559 92
JUNE 2012 STMT	1101000000 - 1801203 General Fund - P Card #7660	23 00
JUNE 2012 STMT	1101000000 - 1803011 General Fund - P Crd #3495	199 88
JUNE 2012 STMT	1101000000 - 1803015 General Fund - P Card #2319	99 48
JUNE 2012 STMT	1101000000 - 1803020 General Fund - P Card #6842	195 10
JUNE 2012 STMT	1101000000 - 1809003 General Fund - P Card #0640	383 87
JUNE 2012 STMT	1101000000 - 1809006 General Fund - P Card #9362	485 24
JUNE 2012 STMT	1101000000 - 1809008 General Fund - P Card #3636	59 62
JUNE 2012 STMT	1101000000 - 1809009 General Fund - P Card #1793	268 78
<b>Warrant Total:</b>		<b>161,684.14</b>

Warrant #: VW 00357160

Payee Name: KAUFMANN, CHARLES R

11CR3039 061512

1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts

1,040 00



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List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357176</b>		
<b>Payee Name: LAW OFFICES OF D CHRIS HESSE</b>		
12CR0120 062012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	536.25
		<b>Warrant Total:</b>
		<b>536.25</b>
<b>Warrant #: VW 00357177</b>		
<b>Payee Name: LAW OFFICES OF DAVID P WALKER PC</b>		
11CR3689 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	461.50
		<b>Warrant Total:</b>
		<b>461.50</b>
<b>Warrant #: VW 00357178</b>		
<b>Payee Name: LCR-M LIMITED PARTNERSHIP</b>		
1359018 FREIGHT	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	12.00
1528278	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	12.59
		<b>Warrant Total:</b>
		<b>24.59</b>
<b>Warrant #: VW 00357179</b>		
<b>Payee Name: LEATHERS, BILL</b>		
314831 061912	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	1,105.00
		<b>Warrant Total:</b>
		<b>1,105.00</b>
<b>Warrant #: VW 00357180</b>		
<b>Payee Name: LEE, DALE W</b>		
10CR1217 061312	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	75.00
		<b>Warrant Total:</b>
		<b>75.00</b>
<b>Warrant #: VW 00357183</b>		
<b>Payee Name: LEWIS, VICKI</b>		
11FD1447	1101000000 - 2460024 General Fund - District Clerk Investigator	1,200.00
		<b>Warrant Total:</b>
		<b>1,200.00</b>
<b>Warrant #: VW 00357184</b>		
<b>Payee Name: LIBERTY TIRE RECYCLING LLC</b>		
0000062730	1101110000 - 5429301 General Government - Nuisance Abatement	1,500.00
0000079791	1101110000 - 5429301 General Government - Nuisance Abatement	1,500.00
0000082407 FUEL	1101110000 - 5429301 General Government - Nuisance Abatement	196.50
		<b>Warrant Total:</b>
		<b>3,196.50</b>
<b>Warrant #: VW 00357185</b>		
<b>Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
APR 12 JP2 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	263.65
		<b>Warrant Total:</b>
		<b>263.65</b>
<b>Warrant #: VW 00357186</b>		
<b>Payee Name: LOVE, PAUL</b>		
11CR3597 061512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
322024 061512	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	65.00
MAY 2012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800.00
		<b>Warrant Total:</b>
		<b>2,190.00</b>
<b>Warrant #: VW 00357187</b>		
<b>Payee Name: MAILFINANCE INC</b>		
N3311114	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	3,541.83
		<b>Warrant Total:</b>
		<b>3,541.83</b>
<b>Warrant #: VW 00357190</b>		
<b>Payee Name: MALONEY &amp; PARKS LLP</b>		
11CR3287 052512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195.00
		<b>Warrant Total:</b>
		<b>195.00</b>
<b>Warrant #: VW 00357192</b>		
<b>Payee Name: MANGLE, CHRISTINE L</b>		
08CP0075 061812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	572.30
10CP0068 061812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	365.13

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Invoice Number	Account Info	Amount
12CP0005 061812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97 50
<b>Warrant Total:</b>		<b>1,034.93</b>
<b>Warrant #: VW 00357194                      Payee Name: MARTIN, TERESA J.</b>		
MAY 2012 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	33 00
<b>Warrant Total:</b>		<b>33.00</b>
<b>Warrant #: VW 00357195                      Payee Name: MARTY'S CITY AUTO INC</b>		
2501	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	463 60
<b>Warrant Total:</b>		<b>463.60</b>
<b>Warrant #: VW 00357197                      Payee Name: MASTER WORD SERVICE INC</b>		
50950	1101121000 - 5431101 Justice Administration - Professional Srv Interpreter	3,533 28
<b>Warrant Total:</b>		<b>3,533.28</b>
<b>Warrant #: VW 00357199                      Payee Name: MCLEOD ALEXANDER POWEL &amp; APFFEL PC</b>		
11CP0049 053112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,944 50
11FD2479 061512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	450 00
12CP0001 053112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	676 00
12CP0016 053112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	435 00
<b>Warrant Total:</b>		<b>4,505.50</b>
<b>Warrant #: VW 00357200                      Payee Name: MCQUAGE PC, THOMAS W</b>		
TO 053112 DCTM	1101000000 - 2460023 General Fund - District Clerk Tax Master	3,946 31
<b>Warrant Total:</b>		<b>3,946.31</b>
<b>Warrant #: VW 00357201                      Payee Name: MCREE FORD INC</b>		
366247	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	919 47
366351	1101544042 - 5423000 Beach Maintenance-Rd & Bndge - Maint/Repairs Equipment	504 85
<b>Warrant Total:</b>		<b>1,424.32</b>
<b>Warrant #: VW 00357202                      Payee Name: MELAMED, SANFORD</b>		
08CR1966 062012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
12CR0280 062012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
<b>Warrant Total:</b>		<b>617.50</b>
<b>Warrant #: VW 00357206                      Payee Name: MILLS SHIRLEY LLP</b>		
PR72915 052512	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	633 75
<b>Warrant Total:</b>		<b>633.75</b>
<b>Warrant #: VW 00357208                      Payee Name: MORRIS, PHILLIP W</b>		
12CR0598 061812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	975 00
<b>Warrant Total:</b>		<b>975.00</b>
<b>Warrant #: VW 00357210                      Payee Name: NELSON, TAD A.</b>		
319102 061112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	227 50
<b>Warrant Total:</b>		<b>227.50</b>
<b>Warrant #: VW 00357211                      Payee Name: NICHOLSON, CONNIE</b>		
MAY 12 MLG	1101440100 - 5496100 Community Services - Travel and Education	148 19
<b>Warrant Total:</b>		<b>148.19</b>

# Galveston County, Texas

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357212                      Payee Name: NORTHERN PINES APTS</b>		
3206 LOBIT 15	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00357214                      Payee Name: OLEYAR, JOHN</b>		
WILLIAMS 402 5TH	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00357216                      Payee Name: ONEOK INC</b>		
112749873	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	49.78
<b>Warrant Total:</b>		<b>49.78</b>
<b>Warrant #: VW 00357217                      Payee Name: OWEN ELECTRIC SUPPLY</b>		
2645423301	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	171.00
3975444407	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	72.00
3975445299	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	48.00
3975445423	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	68.42
3975445505	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	166.80
3975445668	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	41.70
3975445851	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	217.84
3975445924	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	246.66
<b>Warrant Total:</b>		<b>1,032.42</b>
<b>Warrant #: VW 00357218                      Payee Name: OZARKA NATURAL SPRING WATER</b>		
02F0123007437	1101291010 - 5310000 Emergency Management - Supplies and Materials	14.87
<b>Warrant Total:</b>		<b>14.87</b>
<b>Warrant #: VW 00357219                      Payee Name: PAPILLON PUBLISHING</b>		
12115	1101114000 - 5310000 County Clerk - Supplies and Materials	115.00
<b>Warrant Total:</b>		<b>115.00</b>
<b>Warrant #: VW 00357220                      Payee Name: PARTAIN, JOHN PHILIP</b>		
062012 CRT RPTR	1101122200 - 5431121 County Court #2 - Roberts - Court Reporter Expense	253.28
<b>Warrant Total:</b>		<b>253.28</b>
<b>Warrant #: VW 00357223                      Payee Name: PENGAD</b>		
34144201	1101121000 - 5310000 Justice Administration - Supplies and Materials	53.16
<b>Warrant Total:</b>		<b>53.16</b>
<b>Warrant #: VW 00357224                      Payee Name: PENINSULA EMERGENCY MEDICAL SERVICE</b>		
2012005	1101440100 - 5451104 Community Services - Galveston Cnty EMS	48,542.22
<b>Warrant Total:</b>		<b>48,542.22</b>
<b>Warrant #: VW 00357225                      Payee Name: PENINSULA SANITATION SERVICE INC</b>		
46475	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75.00
46476	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75.00
47034	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	85.00
59467	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	900.00
59471	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450.00
59496	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	900.00
59517	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450.00
59534	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	900.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
59571	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450.00
<b>Warrant Total:</b>		<b>4,285.00</b>
<b>Warrant #: VW 00357227                      Payee Name: PINE FOREST APARTMENTS</b>		
406 DEATS ED 178	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00357228                      Payee Name: PRIVRATSKY, MELINDA</b>		
3700 PINE MANOR	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00357230                      Payee Name: PUENTES, ERICA</b>		
MAY 2012 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	352.98
<b>Warrant Total:</b>		<b>352.98</b>
<b>Warrant #: VW 00357236                      Payee Name: RUSCELLI, VINCENT</b>		
032012	1101211160 - 5412102 Training-Sheriff's Department - Drug Screens/Psychologica	875.00
<b>Warrant Total:</b>		<b>875.00</b>
<b>Warrant #: VW 00357237                      Payee Name: RUSSELL, GREG</b>		
11CR2811 061812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	650.00
<b>Warrant Total:</b>		<b>650.00</b>
<b>Warrant #: VW 00357238                      Payee Name: SAENZ, ALVIN N</b>		
11CR1000 060612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,966.25
<b>Warrant Total:</b>		<b>1,966.25</b>
<b>Warrant #: VW 00357239                      Payee Name: SANTA FE AUTO PARTS INC</b>		
80127	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	18.97
80135	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	28.43
80465	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	5.00
81339	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	34.95
81891	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	6.88
82540	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	1.50
<b>Warrant Total:</b>		<b>95.73</b>
<b>Warrant # VW 00357241                      Payee Name: SCHWAB, TAYLOR</b>		
10CR1311 061912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422.50
<b>Warrant Total:</b>		<b>422.50</b>
<b>Warrant #: VW 00357242                      Payee Name: SCOTT COMPANY DRUG TESTING</b>		
5827	1101211143 - 5310000 Patrol Division - Supplies and Materials	155.60
<b>Warrant Total:</b>		<b>155.60</b>
<b>Warrant #: VW 00357243                      Payee Name: SCOTT, SHELBY</b>		
07CR0800 060712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	276.25
10CR3651 051812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	633.75
11CR1025 061312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,421.25
<b>Warrant Total:</b>		<b>3,331.25</b>
<b>Warrant #: VW 00357244                      Payee Name: SEARS &amp; BENNETT LLP</b>		
09CR3635 061112	1101121000 - 5431000 Justice Administration - Trial Expense	16.36

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Invoice Number	Account Info	Amount
09CR3635 061112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,023 75
11CR3385 061512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	893 75
<b>Warrant Total:</b>		<b>1,933.86</b>
<b>Warrant #: VW 00357246</b>	<b>Payee Name: SHATTUCK, BOB</b>	
MH4088 060112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4092 060112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4094 051612	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4096 060112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4097 052912	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4099 052312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4100 060112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4102 053112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160.00
PR0064763	1101443100 - 5413000 Indigent Care & Medication - Prof Serv Legal Fees	525 00
PR006763	1101443100 - 5413000 Indigent Care & Medication - Prof Serv Legal Fees	393 75
PR0072845	1101443100 - 5413000 Indigent Care & Medication - Prof Serv Legal Fees	425 18
<b>Warrant Total:</b>		<b>2,623.93</b>
<b>Warrant #: VW 00357247</b>	<b>Payee Name: SHERWIN WILLIAMS PAINT CORP</b>	
59812 05/21/12	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	164 85
61768	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	184 02
66008	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	80 94
72840	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	144 45
<b>Warrant Total:</b>		<b>574.26</b>
<b>Warrant #: VW 00357249</b>	<b>Payee Name: SMITH, MEGHANN</b>	
323201 061412	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
<b>Warrant Total:</b>		<b>195.00</b>
<b>Warrant #: VW 00357254</b>	<b>Payee Name: STACEY VALDEZ &amp; ASSOCIATES PLLC</b>	
11CR2960 061412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520 00
<b>Warrant Total:</b>		<b>520.00</b>
<b>Warrant #: VW 00357258</b>	<b>Payee Name: STREAM ENERGY</b>	
1020490224620	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	125 99
103539776769	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	60.98
<b>Warrant Total</b>		<b>186.97</b>
<b>Warrant #: VW 00357259</b>	<b>Payee Name: SUHLER, DAVID</b>	
321537 061512	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	300 00
<b>Warrant Total:</b>		<b>300.00</b>
<b>Warrant #: VW 00357261</b>	<b>Payee Name: SULLIVAN, MISTY</b>	
APP FEE RMB	1101443100 - 5495100 Indigent Care & Medication - Education	56 00
<b>Warrant Total:</b>		<b>56.00</b>
<b>Warrant #: VW 00357262</b>	<b>Payee Name: SUN COAST RESOURCES INC</b>	
91352033	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	50 00
91352057	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	50 00
91377508	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	1,506 96
<b>Warrant Total:</b>		<b>1,606.96</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357263                      Payee Name: SUNDANCE APARTMENTS</b>		
3404 9TH 908	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
	<b>Warrant Total:</b>	<u>100.00</u>
<b>Warrant #: VW 00357264                      Payee Name: SUNFLOWER FOODS LTD</b>		
13588	1101190100 - 5481000 County Engineer - Contract Service	238.60
	<b>Warrant Total:</b>	<u>238.60</u>
<b>Warrant #: VW 00357266                      Payee Name: TAAO</b>		
RTA REVIEW	1101151500 - 5495100 Tax Assessor Collector - Education	305.00
	<b>Warrant Total:</b>	<u>305.00</u>
<b>Warrant #: VW 00357268                      Payee Name: TERRA ASSOCIATES INC</b>		
22112	1101190100 - 5481000 County Engineer - Contract Service	2,100.00
22113	1101190100 - 5481000 County Engineer - Contract Service	4,854.89
	<b>Warrant Total:</b>	<u>6,954.89</u>
<b>Warrant #: VW 00357270                      Payee Name: TEXAS CHIEF DEPUTIES ASSOCIATION</b>		
2012-2013	1101211133 - 5498000 Sheriff-Corrections - Membership And Dues	24.00
	<b>Warrant Total:</b>	<u>24.00</u>
<b>Warrant #: VW 00357272                      Payee Name: TEXAS LAW &amp; PSYCHIATRY PLLC</b>		
11CR1260 061912	1101121000 - 5412115 Justice Administration - Psychological Exam	1,200.00
	<b>Warrant Total:</b>	<u>1,200.00</u>
<b>Warrant #: VW 00357273                      Payee Name: THE FRAZIER LAW FIRM, PC</b>		
322017 062012	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195.00
	<b>Warrant Total:</b>	<u>195.00</u>
<b>Warrant #: VW 00357275                      Payee Name: TORRES, ROBERTO</b>		
10FD0333 060612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	140.83
12CR0157 061512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	308.75
99FD1957 060612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	129.99
	<b>Warrant Total:</b>	<u>579.57</u>
<b>Warrant #: VW 00357276                      Payee Name: TREVINO, ISMAEL</b>		
07CR1052 061512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	308.75
	<b>Warrant Total:</b>	<u>308.75</u>
<b>Warrant #: VW 00357277                      Payee Name: TXU ENERGY RETAIL COMPANY LP</b>		
100016760340	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	33.14
	<b>Warrant Total:</b>	<u>33.14</u>
<b>Warrant #: VW 00357280                      Payee Name: UNLIMITED INVESTIGATION &amp; RESEARCH</b>		
11CR1000 061812	1101121000 - 5416000 Justice Administration - Prof Serv Investigators	1,503.75
	<b>Warrant Total:</b>	<u>1,503.75</u>
<b>Warrant #: VW 00357283                      Payee Name: UTMB</b>		
22 05/31/12	1101440100 - 5412130 Community Services - Contract Srvs-Medical Examiner	49,792.67
	<b>Warrant Total:</b>	<u>49,792.67</u>
<b>Warrant #: VW 00357284                      Payee Name: VALLEY SERVICES INC</b>		

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List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
IVC164718	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	3,767.40
IVC164720	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	3,450.56
IVC165039	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	5,012.28
IVC165040	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	4,188.56
IVC165266	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	5,130.84
IVC165267	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	4,296.80
IVC165957	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	2,544.36
IVC165959	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	3,263.60
<b>Warrant Total:</b>		<b>31,654.40</b>

<b>Warrant #: VW 00357285</b>	<b>Payee Name: VERIZON SOUTHWEST(TEXAS)</b>	
CV0066876	1101153020 - 5491502 Trial Expense - County Liability	8,500.00
<b>Warrant Total:</b>		<b>8,500.00</b>

<b>Warrant #: VW 00357289</b>	<b>Payee Name: WEST PUBLISHING CORPORATION</b>	
824905350	1101126100 - 5317000 District Clerk - Books & Periodicals	68.00
<b>Warrant Total:</b>		<b>68.00</b>

<b>Warrant #: VW 00357291</b>	<b>Payee Name: WW GRAINGER INC</b>	
9856260089	1101211133 - 5310001 Sheriff-Corrections - Depart Supplies-Non Cap FFE	249.18
<b>Warrant Total:</b>		<b>249.18</b>

<b>Warrant #: VW 00357292</b>	<b>Payee Name: ZENDEH DEL AND ASSOCIATES PLLC</b>	
JAIL DKT 061512	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	950.00
<b>Warrant Total:</b>		<b>950.00</b>

**FUND 1101 TOTAL: 465,028.38**

**FUND: 2102 Co Clerk Rec Mgt & Pres Fund**

<b>Warrant #: VW 00357191</b>	<b>Payee Name: MANATRON INC</b>	
0059060	2102114020 - 5310000 County Clerk Records Mangement - Supplies and Materials	1,680.00
<b>Warrant Total:</b>		<b>1,680.00</b>

**FUND 2102 TOTAL: 1,680.00**

**FUND: 2121 Donations To Galveston County**

<b>Warrant #: VW 00357213</b>	<b>Payee Name: NRG ENERGY INC</b>	
17390113 062212	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	289.25
17555228 053112	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	216.95
40002040	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	164.60
56753890	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	135.68
702421108	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	100.22
702599234	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	155.40
<b>Warrant Total:</b>		<b>1,062.10</b>

**FUND 2121 TOTAL: 1,062.10**

**FUND: 2132 DA Check Collection Fees**

# Galveston County, Texas

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Invoice Number	Account Info	Amount
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<b>Warrant #:</b> VW 00357158	<b>Payee Name:</b> JONES, MEGAN	
STATE BAR DUES	2132127120 - 5498000 D A Check Collection Fees - Membership And Dues	68.00
<b>Warrant Total:</b>		<b>68.00</b>
<b>FUND 2132 TOTAL:</b>		<b>68.00</b>

**FUND: 2205 Courthouse Security Fund**

<b>Warrant #:</b> VW 00357115	<b>Payee Name:</b> G & K SERVICES	
1030827113	2205295100 - 5312101 Courthouse Security - Uniform Expense	35.00
1030850840	2205295100 - 5312101 Courthouse Security - Uniform Expense	35.00
1030874557	2205295100 - 5312101 Courthouse Security - Uniform Expense	35.00
<b>Warrant Total:</b>		<b>105.00</b>
<b>FUND 2205 TOTAL:</b>		<b>105.00</b>

**FUND: 2211 Law Library**

<b>Warrant #:</b> VW 00357234	<b>Payee Name:</b> REED ELSEVIER INC	
1204091692	2211129100 - 5317000 Law Library - Books & Periodicals	460.00
<b>Warrant Total:</b>		<b>460.00</b>
<b>Warrant #:</b> VW 00357288	<b>Payee Name:</b> WEST PUBLISHING CORPORATION	
824869603	2211129100 - 5317000 Law Library - Books & Periodicals	9,836.86
824869628	2211129100 - 5317000 Law Library - Books & Periodicals	4,213.22
824892781	2211129100 - 5317000 Law Library - Books & Periodicals	2,636.41
<b>Warrant Total:</b>		<b>16,686.49</b>
<b>Warrant #:</b> VW 00357289	<b>Payee Name:</b> WEST PUBLISHING CORPORATION	
825032813	2211129100 - 5317000 Law Library - Books & Periodicals	9,432.91
825032837	2211129100 - 5317000 Law Library - Books & Periodicals	4,213.22
825058290	2211129100 - 5317000 Law Library - Books & Periodicals	2,636.41
825152650	2211129100 - 5317000 Law Library - Books & Periodicals	9,786.00
<b>Warrant Total:</b>		<b>26,068.54</b>
<b>FUND 2211 TOTAL:</b>		<b>43,215.03</b>

**FUND: 2212 Mediation Services Prog Fund**

<b>Warrant #:</b> VW 00357030	<b>Payee Name:</b> AMERSON, RODGER DAN	
12CP0034 061812	2212125300 - 5432011 Mediation Services - Mediation Services	350.00
12CP0035 061312	2212125300 - 5432011 Mediation Services - Mediation Services	150.00
<b>Warrant Total:</b>		<b>500.00</b>
<b>Warrant #:</b> VW 00357141	<b>Payee Name:</b> HUMPHREYS & HUMPHREYS	
07FD0775 060812	2212125300 - 5432011 Mediation Services - Mediation Services	74.00
<b>Warrant Total:</b>		<b>74.00</b>
<b>Warrant #:</b> VW 00357164	<b>Payee Name:</b> KILGORE, JEFFREY A	
12CP0033 061112	2212125300 - 5432011 Mediation Services - Mediation Services	350.00

# Galveston County, Texas

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Invoice Number	Account Info	Amount
12CP0039 061812	2212125300 - 5432011 Mediation Services - Mediation Services	160.00
	<b>Warrant Total:</b>	<b>510.00</b>
<b>Warrant #: VW 00357235</b>	<b>Payee Name: RESOURCE AND CRISIS CENTER OF</b>	
MAY 2012 SVCS	2212125300 - 5432011 Mediation Services - Mediation Services	900.00
	<b>Warrant Total:</b>	<b>900.00</b>
<b>Warrant #: VW 00357286</b>	<b>Payee Name: WALKER, MARGARET W.</b>	
12CP0036 061312	2212125300 - 5432011 Mediation Services - Mediation Services	100.00
	<b>Warrant Total:</b>	<b>100.00</b>
<b>FUND 2212 TOTAL:</b>		<b>2,084.00</b>
<b>FUND: 2220 Adult Probation Fund</b>		
<b>Warrant #: VW 00357036</b>	<b>Payee Name: BAY AREA RECOVERY CENTER</b>	
10789	2220255100 - 5481000 Adult Probation - Contract Service	1,766.00
	<b>Warrant Total:</b>	<b>1,766.00</b>
<b>Warrant #: VW 00357054</b>	<b>Payee Name: BROOKS, BRANDI NICOLE</b>	
08CR0363 REFUND	2220255100 - 4342201 Adult Probation - Prgm Rv-Prob Supervisory Fees	2,413.00
	<b>Warrant Total:</b>	<b>2,413.00</b>
<b>Warrant #: VW 00357079</b>	<b>Payee Name: COPPOLA, FRANCESCO</b>	
7/23-26/12 REG	2220255100 - 5495112 Adult Probation - Training	150.00
	<b>Warrant Total:</b>	<b>150.00</b>
<b>Warrant #: VW 00357088</b>	<b>Payee Name: DAITZ, JENNIFER</b>	
MAY 12 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	129.32
	<b>Warrant Total:</b>	<b>129.32</b>
<b>Warrant #: VW 00357147</b>	<b>Payee Name: J2 LABORATORIES INC.</b>	
49909	2220255100 - 5481000 Adult Probation - Contract Service	340.00
	<b>Warrant Total:</b>	<b>340.00</b>
<b>Warrant #: VW 00357154</b>	<b>Payee Name: JAMES, RODERICK</b>	
REGISTRATION	2220255100 - 5495112 Adult Probation - Training	150.00
	<b>Warrant Total:</b>	<b>150.00</b>
<b>Warrant #: VW 00357159</b>	<b>Payee Name: JP MORGAN CHASE</b>	
JUNE 2012 STMT	2220000000 - 1801184 Adult Probation Fund - P Card #6438	126.37
	<b>Warrant Total:</b>	<b>126.37</b>
<b>Warrant #: VW 00357274</b>	<b>Payee Name: THOMPSON, SHELLY</b>	
7/23-26/12 REG	2220255100 - 5495112 Adult Probation - Training	150.00
	<b>Warrant Total:</b>	<b>150.00</b>
<b>Warrant #: VW 00357287</b>	<b>Payee Name: WATERWALL, CHASE</b>	
MAY 12 2012	2220255100 - 5496100 Adult Probation - Travel and Education	144.86
	<b>Warrant Total:</b>	<b>144.86</b>

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Invoice Number	Account Info	Amount
<b>FUND 2220 TOTAL:</b>		<b>5,369.55</b>
 <b>FUND: 2230 Juvenile Justice Fund</b>		
<b>Warrant #:</b> VW 00357023	<b>Payee Name:</b> ABL MANAGEMENT INC	
188350	2230256118 - 5481199 Detention - Food Service Contract	2,020.03
188350	2230256119 - 5481199 Post Program - Food Service Contract	690.73
<b>Warrant Total:</b>		<b>2,710.76</b>
<b>Warrant #:</b> VW 00357105	<b>Payee Name:</b> FAMILY SERVICE CENTER OF GALV CNTY	
JUN 2012 OFFEND	2230256100 - 5436107 Juvenile Justice - Outpatient Counseling	9,916.00
<b>Warrant Total:</b>		<b>9,916.00</b>
<b>Warrant #:</b> VW 00357119	<b>Payee Name:</b> GAVION, BRIAN	
MAY 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	36.08
<b>Warrant Total:</b>		<b>36.08</b>
<b>Warrant #:</b> VW 00357121	<b>Payee Name:</b> GLAZIER FOODS COMPANY	
8333930	2230256118 - 5314301 Detention - Kitchen Supplies	7.50
<b>Warrant Total:</b>		<b>7.50</b>
<b>Warrant #:</b> VW 00357152	<b>Payee Name:</b> JAHN-GALVESTON INSURANCE AGENCY INC	
17196 061112	2230256105 - 5498000 Juv Justice - Administration - Membership And Dues	71.00
<b>Warrant Total:</b>		<b>71.00</b>
<b>Warrant #:</b> VW 00357159	<b>Payee Name:</b> JP MORGAN CHASE	
JUNE 2012 STMT	2230000000 - 1801040 Juvenile Justice Fund - P Crd #8253	512.99
JUNE 2012 STMT	2230000000 - 1801041 Juvenile Justice Fund - P Crd #8311	185.63
<b>Warrant Total:</b>		<b>698.62</b>
<b>FUND 2230 TOTAL:</b>		<b>13,439.96</b>
 <b>FUND: 2240 Sheriff's Commissary Fund</b>		
<b>Warrant #:</b> VW 00357159	<b>Payee Name:</b> JP MORGAN CHASE	
JUNE 2012 STMT	2240000000 - 1801114 Sheriff Commissary Fund - P Card #0419	454.77
JUNE 2012 STMT	2240000000 - 1801175 Sheriff Commissary Fund - P Card #0065	18,708.52
JUNE 2012 STMT	2240000000 - 1801202 Sheriff Commissary Fund - P Card #3882	1,099.00
<b>Warrant Total:</b>		<b>20,262.29</b>
<b>FUND 2240 TOTAL:</b>		<b>20,262.29</b>
 <b>FUND: 2301 Road &amp; Bridge Fund</b>		
<b>Warrant #:</b> VW 00000437	<b>Payee Name:</b> KEYWORTHS HARDWARE INC	
000140056	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	2.59
000140484	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	3.58
000141667	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	8.00
000141692	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	2.89

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>17.06</b>
<b>Warrant #: VW 00357027                      Payee Name: ALVIN EQUIPMENT CO INC</b>		
WO62608	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	62 00
WO62609	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	62 00
WO62638	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	62 00
WO62642	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	62 00
<b>Warrant Total:</b>		<b>248.00</b>
<b>Warrant #: VW 00357035                      Payee Name: BACLIFF BUILDERS SUPPLY INC.</b>		
11103	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	5 04
11112	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	44 58
<b>Warrant Total:</b>		<b>49.62</b>
<b>Warrant #: VW 00357037                      Payee Name: BAYGAS INC</b>		
9742	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	51 00
<b>Warrant Total:</b>		<b>51.00</b>
<b>Warrant #: VW 00357055                      Payee Name: BROOKSIDE EQUIP SALES INC</b>		
1L33583	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	128 71
<b>Warrant Total:</b>		<b>128.71</b>
<b>Warrant #: VW 00357065                      Payee Name: CENTURY ASPHALT LTD</b>		
163728	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	10,355 04
163872	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	7,174 93
163977	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	8,051 81
164249	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	14,540 03
164359	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	2,581 31
<b>Warrant Total:</b>		<b>42,703.12</b>
<b>Warrant #: VW 00357066                      Payee Name: CHERRY CRUSHED CONCRETE</b>		
1017077	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	2,537 64
<b>Warrant Total:</b>		<b>2,537.64</b>
<b>Warrant #: VW 00357073                      Payee Name: CLEVELAND ASPHALT PRODUCTS INC</b>		
10562	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	5,853 45
<b>Warrant Total:</b>		<b>5,853.45</b>
<b>Warrant #: VW 00357078                      Payee Name: COOL RITE AIR/HEAT</b>		
05/07/12	2301312110 - 5424000 Administration - Maint & Repairs Buildings	730 00
5/10/12	2301312110 - 5424000 Administration - Maint & Repairs Buildings	280 00
5/7/12	2301312110 - 5424000 Administration - Maint & Repairs Buildings	205 00
<b>Warrant Total:</b>		<b>1,215.00</b>
<b>Warrant #: VW 00357084                      Payee Name: CUPBOARD INC, THE</b>		
5001	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	25 00
<b>Warrant Total:</b>		<b>25.00</b>
<b>Warrant #: VW 00357085                      Payee Name: D AND G COMMUNICATIONS INC</b>		
10682	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	477 00
<b>Warrant Total:</b>		<b>477.00</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357093                      Payee Name: DIAMOND HYDRAULICS INC</b>		
G48214	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	88.29
<b>Warrant Total:</b>		<b>88.29</b>
<b>Warrant #: VW 00357115                      Payee Name: G &amp; K SERVICES</b>		
1030101759	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	173.99
1030888711	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	36.06
1030889887	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	177.55
<b>Warrant Total:</b>		<b>387.60</b>
<b>Warrant #: VW 00357159                      Payee Name: JP MORGAN CHASE</b>		
JUNE 2012 STMT	2301000000 - 1802002 Road and Bridge Fund - P Crd #9522	4,724.58
JUNE 2012 STMT	2301000000 - 1802004 Road and Bridge Fund - P Crd #7301	203.58
<b>Warrant Total:</b>		<b>4,928.16</b>
<b>Warrant #: VW 00357165                      Payee Name: KIWI TIRE SHOP</b>		
1482	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	105.00
<b>Warrant Total:</b>		<b>105.00</b>
<b>Warrant #: VW 00357189                      Payee Name: MAINLAND TOOL AND SUPPLY INC</b>		
0141107401	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	270.85
0141113201	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	389.90
<b>Warrant Total:</b>		<b>660.75</b>
<b>Warrant #: VW 00357193                      Payee Name: MARTIN RESOURCE MANAGEMENT</b>		
297951	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	2,984.10
<b>Warrant Total:</b>		<b>2,984.10</b>
<b>Warrant #: VW 00357218                      Payee Name: OZARKA NATURAL SPRING WATER</b>		
02F0122815046	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	83.15
<b>Warrant Total:</b>		<b>83.15</b>
<b>Warrant #: VW 00357225                      Payee Name: PENINSULA SANITATION SERVICE INC</b>		
47035	2301312120 - 5421411 FM & Lateral Road - Garbage/Landfill Services	75.00
<b>Warrant Total:</b>		<b>75.00</b>
<b>Warrant #: VW 00357226                      Payee Name: PETERS, CHRIS</b>		
06/04/12	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	586.16
<b>Warrant Total:</b>		<b>586.16</b>
<b>Warrant #: VW 00357239                      Payee Name: SANTA FE AUTO PARTS INC</b>		
92439	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	496.03
93337	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	53.74
93463	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	25.46
93935	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	110.00
93962	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	462.49
<b>Warrant Total:</b>		<b>1,147.72</b>
<b>Warrant #: VW 00357245                      Payee Name: SEARS ROEBUCK AND COMPANY</b>		
01611021 060512	2301312120 - 5424000 FM & Lateral Road - Maint & Repairs Buildings	580.29
<b>Warrant Total:</b>		<b>580.29</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357253                      Payee Name: SOUTHWEST T &amp; I INC</b>		
1972225	2301312110 - 5481000 Administration - Contract Service	233.45
<b>Warrant Total:</b>		<u>233.45</u>
<b>Warrant #: VW 00357262                      Payee Name: SUN COAST RESOURCES INC</b>		
91309001	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	9,670.59
91377509	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	6,782.68
<b>Warrant Total:</b>		<u>16,453.27</u>
<b>FUND 2301 TOTAL:</b>		<u><u>81,618.54</u></u>
<b>FUND: 2370 Flood Control Fund</b>		
<b>Warrant #: VW 00000437                      Payee Name: KEYWORTHS HARDWARE INC</b>		
000139110	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	13.72
000140090	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	150.78
000140138	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	150.78
<b>Warrant Total:</b>		<u>315.28</u>
<b>Warrant #: VW 00357042                      Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>		
0855000521613	2370296121 - 5481000 Seawall Maintenance - Contract Service	76.86
<b>Warrant Total:</b>		<u>76.86</u>
<b>Warrant #: VW 00357066                      Payee Name: CHERRY CRUSHED CONCRETE</b>		
1016890	2370296121 - 5425301 Seawall Maintenance - Maint & Repairs Highland Bayou	1,443.73
<b>Warrant Total:</b>		<u>1,443.73</u>
<b>Warrant #: VW 00357074                      Payee Name: COASTAL SURVEYING OF TEXAS</b>		
120763	2370190100 - 5481000 County Engineer - Contract Service	250.00
<b>Warrant Total:</b>		<u>250.00</u>
<b>Warrant #: VW 00357081                      Payee Name: CRESCENT ENGINEERING COMPANY INC</b>		
L3338 062012	2370296121 - 5481000 Seawall Maintenance - Contract Service	1,291.06
<b>Warrant Total:</b>		<u>1,291.06</u>
<b>Warrant #: VW 00357181                      Payee Name: LENTZ ENGINEERING L C</b>		
120283	2370190100 - 5734255 County Engineer - Dickinson Bayou Committee Cap	1,500.00
<b>Warrant Total:</b>		<u>1,500.00</u>
<b>Warrant #: VW 00357189                      Payee Name: MAINLAND TOOL AND SUPPLY INC</b>		
0141077602	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	44.37
0141107501	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	16.99
<b>Warrant Total:</b>		<u>61.36</u>
<b>Warrant #: VW 00357198                      Payee Name: MCJUNKIN RED MAN CORPORATION</b>		
4656188001	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	376.00
<b>Warrant Total:</b>		<u>376.00</u>
<b>Warrant #: VW 00357218                      Payee Name: OZARKA NATURAL SPRING WATER</b>		
02F0122815095	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	-7.98

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		-7.98
<b>Warrant #: VW 00357250</b>	<b>Payee Name: SOUTH HOUSTON CONCRETE PIPE INC</b>	
135682	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	125.00
135711	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	750.00
<b>Warrant Total:</b>		875.00
<b>Warrant #: VW 00357253</b>	<b>Payee Name: SOUTHWEST T &amp; I INC</b>	
1972522	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	152.25
<b>Warrant Total:</b>		152.25
<b>FUND 2370 TOTAL:</b>		6,333.56
 <b>FUND: 2410 Mosquito Control District Fund</b>		
<b>Warrant #: VW 00357051</b>	<b>Payee Name: BRAZORIA COUNTY</b>	
1454458	2410411100 - 5313301 Mosquito Control District - Insecticides	4,680.00
<b>Warrant Total:</b>		4,680.00
<b>Warrant #: VW 00357159</b>	<b>Payee Name: JP MORGAN CHASE</b>	
JUNE 2012 STMT	2410000000 - 1803007 Mosquito Control District - P Card #3257	1,014.13
<b>Warrant Total:</b>		1,014.13
<b>FUND 2410 TOTAL:</b>		5,694.13
 <b>FUND: 2420 Indigent Health Care Fund</b>		
<b>Warrant #: VW 00357050</b>	<b>Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS</b>	
JUNE 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	8,571.25
<b>Warrant Total:</b>		8,571.25
<b>Warrant #: VW 00357102</b>	<b>Payee Name: ECARDIO DIAGNOSTICS LLC</b>	
MAY 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	146.75
<b>Warrant Total:</b>		146.75
<b>Warrant #: VW 00357188</b>	<b>Payee Name: MAINLAND PATHOLOGY ASSOCIATES PA</b>	
MAY 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	122.98
<b>Warrant Total:</b>		122.98
<b>Warrant #: VW 00357203</b>	<b>Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM</b>	
MAY 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	29,999.24
<b>Warrant Total:</b>		29,999.24
<b>Warrant #: VW 00357281</b>	<b>Payee Name: UTMB</b>	
MAY 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	612.10
<b>Warrant Total:</b>		612.10
<b>Warrant #: VW 00357282</b>	<b>Payee Name: UTMB</b>	
MAY 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	17,188.35
<b>Warrant Total:</b>		17,188.35

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Invoice Number	Account Info	Amount
<b>FUND 2420 TOTAL:</b>		<b>56,640.67</b>
<b>FUND: 2501 Child Welfare Fund</b>		
<b>Warrant #:</b> VW 00357091	<b>Payee Name:</b> DEPARTMENT OF FAMILY AND PROTECTIVE	
JAN-MAR 2012	2501443300 - 5431112 Child Welfare - Court Laison	11,249.06
	<b>Warrant Total:</b>	<b>11,249.06</b>
<b>Warrant #:</b> VW 00357248	<b>Payee Name:</b> SHROPSHIRE, NANCY	
29552130	2501443300 - 5499351 Child Welfare - Client Doc/Off Rec-Birth/Death	27.75
	<b>Warrant Total:</b>	<b>27.75</b>
<b>Warrant #:</b> VW 00357267	<b>Payee Name:</b> TARGET STORES	
0621 061812	2501443300 - 5312100 Child Welfare - Clothing Expense	54.16
	<b>Warrant Total:</b>	<b>54.16</b>
<b>Warrant #:</b> VW 00357290	<b>Payee Name:</b> WILSON, UNDRIA	
MAY 2 2012	2501443300 - 5441301 Child Welfare - Placement Services	500.00
	<b>Warrant Total:</b>	<b>500.00</b>
<b>FUND 2501 TOTAL:</b>		<b>11,830.97</b>
<b>FUND: 2824 Adult Probation Community</b>		
<b>Warrant #:</b> VW 00357036	<b>Payee Name:</b> BAY AREA RECOVERY CENTER	
10789	2824255110 - 5481000 Special Substance Abuse - Contract Service	918.00
	<b>Warrant Total:</b>	<b>918.00</b>
<b>FUND 2824 TOTAL:</b>		<b>918.00</b>
<b>FUND: 2841 Juvenile Probation-State Aid</b>		
<b>Warrant #:</b> VW 00357126	<b>Payee Name:</b> GULF COAST CENTER	
MAY 2012 061312	2841256110 - 5436107 State Aid Grant A - Outpatient Counseling	7,228.75
	<b>Warrant Total:</b>	<b>7,228.75</b>
<b>Warrant #:</b> VW 00357128	<b>Payee Name:</b> GULF COAST TRADES CENTER	
5649	2841256110 - 5441101 State Aid Grant A - Residential Services	4,798.18
	<b>Warrant Total:</b>	<b>4,798.18</b>
<b>Warrant #:</b> VW 00357182	<b>Payee Name:</b> LEWIS, SIRDON	
MAY-JUN 2012 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	89.91
	<b>Warrant Total:</b>	<b>89.91</b>
<b>FUND 2841 TOTAL:</b>		<b>12,116.84</b>
<b>FUND: 2848 Juv Jst Alt Education Program</b>		
<b>Warrant #:</b> VW 00357125	<b>Payee Name:</b> GULF COAST CENTER	

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Invoice Number	Account Info	Amount
MAY 2012 JUNE13	2848256144 - 5436107 Commitment Reduction Program C - Outpatient Counseling	9,186.33
<b>Warrant Total:</b>		<b>9,186.33</b>
<b>FUND 2848 TOTAL:</b>		<b>9,186.33</b>

**FUND: 2893 HMGP - IKE**

Warrant #:	Payee Name:		Amount
VW 00357222	PAT'S DEMOLITION AND DEBRIS REMOVAL		
10240	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program		15,332.00
<b>Warrant Total:</b>			<b>15,332.00</b>
<b>FUND 2893 TOTAL:</b>			<b>15,332.00</b>

**FUND: 2914 CDBG Housing Program**

Warrant #:	Payee Name:		Amount
VW 00000436	DSW HOMES LLC		
212918	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage		-4,215.44
212918	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction		42,154.36
212940	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage		-4,145.37
212940	2914152513 - 5519010 Ownr-Occupied Replacement - Contractor - Construction		41,453.70
410736	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage		10,576.95
<b>Warrant Total:</b>			<b>85,824.20</b>

Warrant #:	Payee Name:		Amount
VW 00357026	ACS STATE & LOCAL SOLUTIONS INC		
763637	2914152512 - 5519030 Ownr-Occupied Reconstruction - Unit Cst-Initial Insp		485.00
763637	2914152512 - 5519031 Ownr-Occupied Reconstruction - Unit Cst-Prog Insp		36,375.00
763637	2914152512 - 5519032 Ownr-Occupied Reconstruction - Unit Cst-Final Insp		25,872.00
763637	2914152512 - 5519033 Ownr-Occupied Reconstruction - Unit Cst-Envr Review		4,520.00
763637	2914152512 - 5519034 Ownr-Occupied Reconstruction - Unit Cst - Hist Review		3,088.00
763637	2914152512 - 5519035 Ownr-Occupied Reconstruction - Unit Cst-Closing Svc		8,645.00
763637	2914152512 - 5519037 Ownr-Occupied Reconstruction - Unit Cst-Rec Fees		551.00
763637	2914152512 - 5519060 Ownr-Occupied Reconstruction - Prj Deliv-Fld Det-Auto		-126.00
763637	2914152515 - 5519051 Ownr-Occupied ACS Labor - ACS Labor		435,055.00
763637	2914152540 - 5519030 Project Delivery - Unit Cst-Initial Insp		485.00
763637	2914152540 - 5519033 Project Delivery - Unit Cst-Envr Review		452.00
763637	2914152540 - 5519052 Project Delivery - Prj Deliv-Tax & Parcel ID		21.00
763637	2914152540 - 5519055 Project Delivery - Proj Delivery-Full Title Srch		1,704.00
763637	2914152551 - 5519030 Rntr-Occupied Reconstruction - Unit Cst-Initial Insp		970.00
763637	2914152551 - 5519033 Rntr-Occupied Reconstruction - Unit Cst-Envr Review		7,684.00
763637	2914152551 - 5519034 Rntr-Occupied Reconstruction - Unit Cst - Hist Review		2,316.00
763637	2914152551 - 5519052 Rntr-Occupied Reconstruction - Prj Deliv-Tax & Parcel ID		45.00
763637	2914152551 - 5519055 Rntr-Occupied Reconstruction - Proj Delivery-Full Title S		2,556.00
<b>Warrant Total:</b>			<b>530,698.00</b>

Warrant #:	Payee Name:		Amount
VW 00357028	AMERICAN HOME BUILDERS INC.		
RL1078403	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage		-4,553.03
RL1078403	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction		45,530.34
<b>Warrant Total:</b>			<b>40,977.31</b>

Warrant #:	Payee Name:		Amount
VW 00357029	AMERICAN HOMESTAR CORPORATION		
1087B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage		18,350.80

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<b>Warrant Total:</b>		<b>18,350.80</b>
<b>Warrant #: VW 00357043</b>	<b>Payee Name: BGB INTERESTS LP</b>	
116411	2914152500 - 5481000 Administration - Contract Service	22,605 00
11821RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	9,864 69
<b>Warrant Total:</b>		<b>32,469.69</b>
<b>Warrant #: VW 00357058</b>	<b>Payee Name: BURGLI HOMES PROMENADE HOMES JV</b>	
11818100	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,509 17
11818100	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	45,091 70
1284866	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,484 37
1284866	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	34,843 67
<b>Warrant Total:</b>		<b>71,941.83</b>
<b>Warrant #: VW 00357059</b>	<b>Payee Name: BYRDSON SERVICES LLC</b>	
383R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	769 75
<b>Warrant Total:</b>		<b>769.75</b>
<b>Warrant #: VW 00357144</b>	<b>Payee Name: J W KELSO COMPANY INC</b>	
113680	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,545 46
113680	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	35,454 61
113681	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,699 29
113681	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	36,992 94
113742	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,994 53
113742	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	39,945 25
113749	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,687 22
113749	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	36,872 19
113765	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,545 04
113765	2914152511 - 5519010 Ownr-Occupied Rehab - Contractor - Construction	35,450 39
113883	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,368.16
113883	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	33,681 58
113890	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,177 91
113890	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	31,779 08
213329	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,773 54
213329	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	57,735 37
213663	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,766 41
213663	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	37,664 08
213664	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,159 13
213664	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	41,591 27
213680	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,545 46
213680	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	35,454 61
213742	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,994 53
213742	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	39,945 25
213749	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,687 22
213749	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	36,872 19
213883	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,062 96
213883	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	40,629 61
213890	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,877 71
213890	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	38,777 11
313126	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,370 03
313126	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	43,700 31
313329	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,773 53
313329	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	57,735 37

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
413224	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,140 72
413274	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,110 04
413467	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,898 67
<b>Warrant Total:</b>		<b>644,402.51</b>
<b>Warrant #: VW 00357145 Payee Name: J W KELSO COMPANY INC</b>		
113487	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,108 61
113487	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	41,086 08
113656 BAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-50 00
113656 BAL	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	500 00
113809	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,885 77
113809	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	38,857 68
113885	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,979 93
113885	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	39,799 29
213487	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,108 61
213487	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	41,086 08
213681	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,699 30
213681	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	36,992 95
213885	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,073 21
213885	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	40,732 05
313453	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,360 34
313453	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	43,603 46
413326	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,811 57
413606	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,974 88
<b>Warrant Total:</b>		<b>279,178.27</b>
<b>Warrant #: VW 00357146 Payee Name: J.C. CANTERA HOMES INC</b>		
RETAINAGE 060812	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	7,399 12
<b>Warrant Total:</b>		<b>7,399.12</b>
<b>Warrant #: VW 00357152 Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC</b>		
23508 060812	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,025 00
23509 061512	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,048 00
23517 060812	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,558 00
23518 061512	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,562 00
23537	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,089 00
23538 061812	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,292 01
23546 062112	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,030 00
23548 062112	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	995 00
23549 062112	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,089 00
23563 062512	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,462 00
<b>Warrant Total:</b>		<b>12,150.01</b>
<b>Warrant #: VW 00357159 Payee Name: JP MORGAN CHASE</b>		
JUNE 2012 STMT	2914000000 - 1800127 CDBG Housing Program - P Card #5212	-1 07
<b>Warrant Total:</b>		<b>-1.07</b>
<b>Warrant #: VW 00357215 Payee Name: ONE 80 LONESTAR LLC</b>		
2 PERKINS	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,222 10
2 PERKINS	2914152511 - 5519010 Ownr-Occupied Rehab - Contractor - Construction	52,220 97
3	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	7,741 82
<b>Warrant Total:</b>		<b>54,740.69</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357221</b>		
<b>Payee Name: PAT'S DEMOLITION AND DEBRIS REMOVAL</b>		
12212	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-731 80
12212	2914152530 - 5519040 Clearance, Demolition, Removl - Clearance, Demol, Remvl C	7,318 00
<b>Warrant Total:</b>		<b>6,586.20</b>
<b>Warrant #: VW 00357260</b>		
<b>Payee Name: SULLIVAN LAND SERVICES LTD</b>		
2012208 CORRECTI	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	0 00
2012208 CORRECTI	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	0 00
2012414	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	9,620 39
2012422	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,094 54
2012422	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	42,458 95
2012422	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	8,486 40
2012454	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,124 14
2012454	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	41,241 40
2012465	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,795 18
2012466	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-441 45
2012466	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	4,414 50
2012467	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,350 56
2012467	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	18,545 63
2012467	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	24,960 00
2012499	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-771 18
2012499	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	7,711 79
2012514	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,047 69
2012514	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	70,476 88
2012516	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-8,561.30
2012516	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	85,612 95
2012526	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-6,868 18
2012526	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	68,681 75
2012527	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,574 53
2012527	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	75,745 30
2012528	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,539 92
2012528	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	75,399 19
2012529	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,054 78
2012529	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	70,547 83
2012530	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,243 28
2012530	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	42,432 76
2012532	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-6,326 80
2012532	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	63,268 03
2012533	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-11,534.79
2012533	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	115,347 89
2012535	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-9,660 67
2012535	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	96,606 68
2012536	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,577 91
2012537	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,848 33
2012538	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,051 48
2012551	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,313 20
2012552	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,484 11
2012552	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	54,841 06
2012554	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-12,047 29
2012554	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	120,472 91
2012558	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,770 85
2012558	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	37,708 52
2012559	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,036 50

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
2012559	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	40,365 02
2012560	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,770 85
2012560	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	37,708.52
2012561	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,770 85
2012561	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	37,708 52
2012564	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-8,487 61
2012564	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	84,876 07
<b>Warrant Total:</b>		<b>1,256,263.17</b>

**FUND 2914 TOTAL: 3,041,750.48**

## FUND: 2915 CDBG Infrastructure Program

<b>Warrant #:</b> VW 00357080	<b>Payee Name:</b> CRAIN GROUP, LLC	
7 053112	2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-3,572 82
7 053112	2915291014 - 5481000 San Leon VFD Improvements - Contract Service	71,456 30
<b>Warrant Total:</b>		<b>67,883.48</b>

<b>Warrant #:</b> VW 00357155	<b>Payee Name:</b> JC STONEWALL CONSTRUCTORS LP	
4 013112	BACLIFF 2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-220 02
4 013112	BACLIFF 2915291012 - 5741604 Generators - Bacliff MUD Generator	4,400 49
4 013112	SLEON 2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-610 50
4 013112	SLEON 2915291012 - 5741603 Generators - San Leon MUD Generator	12,210 00
4 013112	WC1019 2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-34 85
4 013112	WC1019 2915291012 - 5741606 Generators - WCID #19 Generator	697 00
5 051112	BAYVW 2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-1,140 88
5 051112	BAYVW 2915291012 - 5741605 Generators - Bayview MUD Generator	22,817 53
5 051112	WC1019 2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-1,468 57
5 051112	WC1019 2915291012 - 5741606 Generators - WCID #19 Generator	29,371 34
<b>Warrant Total:</b>		<b>66,021.54</b>

<b>Warrant #:</b> VW 00357257	<b>Payee Name:</b> STERLING STRUCTURES, INC	
5 061512	2915000000 - 2070001 CDBG Infrastructure Program - Contract Payable Retainage	-14,452 39
5 061512	2915242100 - 5481000 Crystal Beach Fire and EMS Sta - Contract Service	289,047 76
<b>Warrant Total:</b>		<b>274,595.37</b>

**FUND 2915 TOTAL: 408,500.39**

## FUND: 2921 Senior Citizens Grant Prog

<b>Warrant #:</b> VW 00357284	<b>Payee Name:</b> VALLEY SERVICES INC	
IVC165489	2921451156 - 5448117 Title IIIC - Raw Food/Congregate	1,931 28
IVC165490	2921451156 - 5448117 Title IIIC - Raw Food/Congregate	4,979 04
<b>Warrant Total:</b>		<b>6,910.32</b>

**FUND 2921 TOTAL: 6,910.32**

## FUND: 2923 Texas Feeding Texans

<b>Warrant #:</b> VW 00357284	<b>Payee Name:</b> VALLEY SERVICES INC	
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# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
IVC164718	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	625 56
IVC164720	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	1,036 48
IVC165039	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	625 56
IVC165040	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	1,036 48
IVC165266	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	625.56
IVC165267	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	1,036 48
IVC165489	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	3,681 60
IVC165957	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	625 56
IVC165959	2923451185 - 5314103 Texas Feeding Texans - Food - Supplemental	1,036 48
<b>Warrant Total:</b>		<b>10,329.76</b>
<b>FUND 2923 TOTAL:</b>		<b>10,329.76</b>

## FUND: 2994 Disaster Recovery - Ike

Warrant #	Payee Name	Amount
<b>VW 00357083</b>	<b>CROWDERGULF JOINT VENTURE LLP</b>	
BOF052909002VEH	2994299160 - 5481000 TMF-061 Debris Rmvl Aband Vcls - Contract Service	7,400 00
BOLPPDR00026A	2994299156 - 5481000 TMF-058 Deb Rmvl and Misc - Contract Service	50 00
BOLPPDR00114	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	890 00
BOLPPDR00138RBAL	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	595 00
BOLPPDR00139RBAL	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	3,170 00
BOLPPDR00155RBAL	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	3,370 00
BOLPPDR0059A	2994299136 - 5481000 JWW-134 Priv Prop Debris Rmvl - Contract Service	300 00
BOLPPDRE20033	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	1,690 50
BOLPPDRE20172BAL	2994299136 - 5481000 JWW-134 Priv Prop Debris Rmvl - Contract Service	931 70
BOLPPDRE20205A	2994299136 - 5481000 JWW-134 Priv Prop Debris Rmvl - Contract Service	50 00
BOLPPDRE20236 09	2994299137 - 5481000 JWW-135 Priv Prop Debris Rmvl - Contract Service	1,711 05
BOLPPDRE20241	2994299139 - 5481000 JWW-137 Priv Prop Debris Rmvl - Contract Service	520 80
BOLPPDRE20561RBA	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	200 00
BOLPPDRE20649A	2994299136 - 5481000 JWW-134 Priv Prop Debris Rmvl - Contract Service	100 00
BOLPPDRE20658RBA	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	462 50
BOLPPDRE22618R	2994299150 - 5481000 JWW-150-Priv Prop Debris Rmvl - Contract Service	63 00
BOLPPDRSW193	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	52 00
BOLPPDRSWK108	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	300 00
BOLPPDRSWK243 R	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	600 00
BOLPPDRSWK298BA	2994299161 - 5481000 TMF200 Priv Prop Debris Rmvl - Contract Service	50 00
<b>Warrant Total:</b>		<b>22,506.55</b>

Warrant #	Payee Name	Amount
<b>VW 00357265</b>	<b>SWCA INC</b>	
12207	2994299761 - 5481000 Ft Travis Roadway/Walkway - Contract Service	1,616 18
<b>Warrant Total:</b>		<b>1,616.18</b>

**FUND 2994 TOTAL:** **24,122.73**

## FUND: 3100 County Capital Projects Fund

Warrant #	Payee Name	Amount
<b>VW 00357104</b>	<b>ELLIS, RYAN J</b>	
05/13-18/12	3100159126 - 5754095 IT Capital Projects - Imaging	260 00
<b>Warrant Total:</b>		<b>260.00</b>

**Warrant #:** VW 00357252 **Payee Name:** SOUTHERN COMPUTER WAREHOUSE

# Galveston County, Texas

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Invoice Number	Account Info	Amount
IN000024446	3100159126 - 5754103 IT Capital Projects - JLE Project	10,237.36
IN000025122	3100159126 - 5754103 IT Capital Projects - JLE Project	14.49
ON000024451	3100159126 - 5754103 IT Capital Projects - JLE Project	236.25
<b>Warrant Total:</b>		<b>10,488.10</b>
<b>FUND 3100 TOTAL:</b>		<b>10,748.10</b>

**FUND: 3120 Limited Tax Cnty Bldg Bds Sr09**

<b>Warrant #: VW 00357024</b>		<b>Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL</b>	
3844076	3120179135 - 5722903	Mid-County Annex - Owners Contingency	21,555.00
<b>Warrant Total:</b>			<b>21,555.00</b>
<b>Warrant #: VW 00357032</b>		<b>Payee Name: ARDENT CONSTRUCTION LLC</b>	
14 053112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	54,132.42
<b>Warrant Total:</b>			<b>54,132.42</b>
<b>Warrant #: VW 00357048</b>		<b>Payee Name: BOEDEKER CONSTRUCTION INC</b>	
16ARC 052912	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-1,181.75
16ARC 052912	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	23,635.00
<b>Warrant Total:</b>			<b>22,453.25</b>
<b>Warrant #: VW 00357092</b>		<b>Payee Name: DESIGN-BUILD SOLUTIONS INC</b>	
4 113012	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-1,749.96
4 113012	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	34,999.20
<b>Warrant Total:</b>			<b>33,249.24</b>
<b>Warrant #: VW 00357112</b>		<b>Payee Name: FOSTER FENCE CORPORATION</b>	
4 041112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	1,946.50
<b>Warrant Total:</b>			<b>1,946.50</b>
<b>Warrant #: VW 00357129</b>		<b>Payee Name: GURRY MECHANICAL L.P.</b>	
16 050812	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	133,178.97
<b>Warrant Total:</b>			<b>133,178.97</b>
<b>Warrant #: VW 00357144</b>		<b>Payee Name: J W KELSO COMPANY INC</b>	
5AARC 053112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-436.79
5AARC 053112	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	8,735.79
<b>Warrant Total:</b>			<b>8,299.00</b>
<b>Warrant #: VW 00357145</b>		<b>Payee Name: J W KELSO COMPANY INC</b>	
205012C	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-114.26
205012C	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	2,285.20
205RETE	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	4,200.00
<b>Warrant Total:</b>			<b>6,370.94</b>
<b>Warrant #: VW 00357156</b>		<b>Payee Name: JOE AGUIRRE TILE INC</b>	
RTNG 043012	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	15,297.35
<b>Warrant Total:</b>			<b>15,297.35</b>
<b>Warrant #: VW 00357196</b>		<b>Payee Name: MASON COMPANY LLC</b>	

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
507325	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,370 71
507325	3120179331 - 5722000 Animal Resource Center - Construction Bldg Capital Outl	27,414 19
507881	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-219 06
507881	3120179331 - 5722000 Animal Resource Center - Construction Bldg Capital Outl	4,381 16
<b>Warrant Total:</b>		<b>30,205.58</b>
<b>Warrant #: VW 00357204</b>	<b>Payee Name: MGC INC</b>	
7 043012	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	8,443 80
<b>Warrant Total:</b>		<b>8,443.80</b>
<b>Warrant #: VW 00357205</b>	<b>Payee Name: MILAM AND COMPANY PAINTING INC</b>	
14 062512	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-9 75
14 062512	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	195 00
<b>Warrant Total:</b>		<b>185.25</b>
<b>Warrant #: VW 00357207</b>	<b>Payee Name: MITCHELL CHUOKE PLUMBING CO</b>	
2 053112	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-834 18
2 053112	3120179331 - 5722000 Animal Resource Center - Construction Bldg Capital Outl	16,683 53
FINAL 053112	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	50,471 60
<b>Warrant Total:</b>		<b>66,320.95</b>
<b>Warrant #: VW 00357231</b>	<b>Payee Name: R W LUCAS CONSTRUCTION LLC</b>	
9 050812	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	20,983 73
<b>Warrant Total:</b>		<b>20,983 73</b>
<b>Warrant #: VW 00357240</b>	<b>Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS</b>	
448974	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	8,096 00
<b>Warrant Total:</b>		<b>8,096.00</b>
<b>Warrant #: VW 00357251</b>	<b>Payee Name: SOUTHEAST FIRE PROTECTION LP</b>	
12 043012	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	18,345 96
<b>Warrant Total:</b>		<b>18,345.96</b>
<b>Warrant #: VW 00357255</b>	<b>Payee Name: STANLEY SECURITY SOLUTIONS INC</b>	
901645998	3120179135 - 5722903 Mid-County Annex - Owners Contingency	1,615 50
<b>Warrant Total:</b>		<b>1,615.50</b>
<b>Warrant #: VW 00357271</b>	<b>Payee Name: TEXAS DEPARTMENT OF STATE HEALTH</b>	
2012002638	3120179137 - 5727127 North County Annex - North County Annex HVAC Replac	57 00
<b>Warrant Total:</b>		<b>57.00</b>
<b>Warrant #: VW 00357278</b>	<b>Payee Name: UNBEHAGEN, O C</b>	
0612	3120179010 - 5481000 Administration - Contract Service	6,666 66
<b>Warrant Total:</b>		<b>6,666.66</b>
<b>FUND 3120 TOTAL:</b>		<b>457,403.10</b>

**FUND: 3308 Unlimited Tax Rd Bds Ser 2001**

<b>Warrant #: VW 00357269</b>	<b>Payee Name: TERRACON CONSULTANTS INC</b>	
T311870	3308312200 - 5731009 Fort Travis Park - Professional Svcs-Rd Const	1,357 00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>1,357.00</b>
<b>FUND 3308 TOTAL:</b>		<b>1,357.00</b>
 <b>FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07</b>		
<b>Warrant #: VW 00000439</b>		
<b>Payee Name: TRIPLE B SERVICES LLP</b>		
25 053112	3310315162 - 5731015 Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	263,210.65
<b>Warrant Total:</b>		<b>263,210.65</b>
<b>FUND 3310 TOTAL:</b>		<b>263,210.65</b>
 <b>FUND: 3312 Unltd Tax Road Bonds Sr 2009</b>		
<b>Warrant #: VW 00357031</b>		
<b>Payee Name: ANGEL BROTHERS ENTERPRISES LTD</b>		
8 053112	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-13,490.57
8 053112	3312312111 - 5731117 Non-County Roads - Louisiana	269,811.40
<b>Warrant Total:</b>		<b>256,320.83</b>
<b>Warrant #: VW 00357044</b>		
<b>Payee Name: BINKLEY &amp; BARFIELD INC</b>		
17359	3312312111 - 5731119 Non-County Roads - FM 646-SH3/FM1764	92,647.60
17360	3312312111 - 5731133 Non-County Roads - Stewart Rd-Cove View to 7mi	24,171.70
17381	3312312111 - 5731134 Non-County Roads - Stewart Rd Re-Aligned	1,638.49
<b>Warrant Total:</b>		<b>118,457.79</b>
<b>Warrant #: VW 00357076</b>		
<b>Payee Name: CONRAD CONSTRUCTION CO LTD</b>		
14 053112	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-348.48
14 053112	3312312111 - 5731128 Non-County Roads - Melody Lane	6,969.60
<b>Warrant Total:</b>		<b>6,621.12</b>
<b>Warrant #: VW 00357139</b>		
<b>Payee Name: HUBCO INC</b>		
5 060412	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-5,407.93
5 060412	3312312111 - 5731162 Non-County Roads - City Streets - Kemah	108,158.51
<b>Warrant Total:</b>		<b>102,750.58</b>
<b>Warrant #: VW 00357231</b>		
<b>Payee Name: R W LUCAS CONSTRUCTION LLC</b>		
3 053112 DEATS	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-15,321.90
3 053112 DEATS	3312312112 - 5731137 County Road - Deats Rd	306,438.00
<b>Warrant Total:</b>		<b>291,116.10</b>
<b>Warrant #: VW 00357232</b>		
<b>Payee Name: R W LUCAS CONSTRUCTION LLC</b>		
10 062112 6TH TC	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-9,350.22
10 062112 6TH TC	3312312111 - 5731173 Non-County Roads - 6th Street	187,004.40
3 053112	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-25,945.40
3 053112	3312312111 - 5731132 Non-County Roads - Stewart Rd-75th to Cove View	518,907.93
7 030512	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	29,874.18
<b>Warrant Total:</b>		<b>700,490.89</b>
<b>Warrant #: VW 00357279</b>		
<b>Payee Name: UNION PACIFIC RAILROAD COMPANY</b>		
90026726	3312312112 - 5731137 County Road - Deats Rd	53.44

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>53.44</b>
<b>FUND 3312 TOTAL:</b>		<b>1,475,810.75</b>
 <b>FUND: 3315 Galv Causeway RR Bridge Proj</b>		
<b>Warrant #: VW 00000435</b>		<b>Payee Name: CIANBRO/BRASFIELD &amp; GORRIE II A JOINT</b>
24 061412	3315000000 - 2070001 Galv Causeway RR Bridge Prj - Contract Payable Retainage	-83,935 43
24 061412	3315313200 - 5732023 Causeway Railroad Bridge Prj - Railroad Causeway Bridge C	1,678,708 51
<b>Warrant Total:</b>		<b>1,594,773.08</b>
 <b>Warrant #: VW 00357046</b>		<b>Payee Name: BNSF RAILWAY COMPANY</b>
90057229	3315313200 - 5722903 Causeway Railroad Bridge Prj - Owners Contingency	10,650 98
90057229	3315313200 - 5732024 Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	246,849 63
<b>Warrant Total:</b>		<b>257,500.61</b>
<b>FUND 3315 TOTAL:</b>		<b>1,852,273.69</b>
 <b>FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins</b>		
<b>Warrant #: VW 00357061</b>		<b>Payee Name: CAREHERE LLC</b>
7792	6123155021 - 5417207 Group Insurance - CareHere Program Fee	22,833 00
<b>Warrant Total:</b>		<b>22,833.00</b>
 <b>Warrant #: VW 00357062</b>		<b>Payee Name: CAREHERE LLC</b>
7705	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	20,198 98
7706	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	31,973 14
<b>Warrant Total:</b>		<b>52,172.12</b>
<b>FUND 6123 TOTAL:</b>		<b>75,005.12</b>
 <b>FUND: 6130 Self Insurance Reserve Fund</b>		
<b>Warrant #: VW 00357151</b>		<b>Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC</b>
928 050112	6130151431 - 5491726 General Self Insurance - Insurance Flood	10,170 00
<b>Warrant Total:</b>		<b>10,170.00</b>
 <b>Warrant #: VW 00357157</b>		<b>Payee Name: JOHNSON, CHERYL</b>
INDEMN 030712	6130151431 - 5491503 General Self Insurance - Claims Liability	100 00
<b>Warrant Total:</b>		<b>100.00</b>
<b>FUND 6130 TOTAL:</b>		<b>10,270.00</b>
 <b>FUND: 7605 Escrow Fund</b>		
<b>Warrant #: VW 00357025</b>		<b>Payee Name: ACE OF GALVESTON WRECKER</b>
201205550	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	65 00
<b>Warrant Total:</b>		<b>65 00</b>

## Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00357103</b>		
	<b>Payee Name: ECONOMY LODGE</b>	
201205526	7605000000 - 2473030 Escrow Fund - CO Crd Restit-Due to Victims	100.00
	<b>Warrant Total:</b>	<b>100.00</b>
<b>Warrant #: VW 00357167</b>		
	<b>Payee Name: KOHL'S DEPARTMENT STORE</b>	
319688 061512	7605000000 - 2473030 Escrow Fund - CO Crd Restit-Due to Victims	204.99
	<b>Warrant Total:</b>	<b>204.99</b>
<b>Warrant #: VW 00357209</b>		
	<b>Payee Name: MOSS, THOMAS</b>	
201205540	7605000000 - 2473030 Escrow Fund - CO Crd Restit-Due to Victims	68.75
	<b>Warrant Total:</b>	<b>68.75</b>
<b>Warrant #: VW 00357229</b>		
	<b>Payee Name: PROPERTY HOLDINGS</b>	
201205400	7605000000 - 2473030 Escrow Fund - CO Crd Restit-Due to Victims	60.00
	<b>Warrant Total:</b>	<b>60.00</b>
<b>Warrant #: VW 00357233</b>		
	<b>Payee Name: RADKOUSKI, ROBERT</b>	
5040	7605000000 - 2473030 Escrow Fund - CO Crd Restit-Due to Victims	414.88
	<b>Warrant Total:</b>	<b>414.88</b>
<b>Warrant #: VW 00357235</b>		
	<b>Payee Name: RESOURCE AND CRISIS CENTER OF</b>	
325418	7605000000 - 2473030 Escrow Fund - CO Crd Restit-Due to Victims	50.00
	<b>Warrant Total:</b>	<b>50.00</b>
<b>Warrant #: VW 00357256</b>		
	<b>Payee Name: STATE OF TEXAS</b>	
APR 12 VICT COMP	7605000000 - 2476009 Escrow Fund - Daughters of Confed St Restor	165.51
	<b>Warrant Total:</b>	<b>165.51</b>
<b>FUND 7605 TOTAL:</b>		<b>1,129.13</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

## Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	465,028 38
2102 Co Clerk Rec Mgt & Pres Fund	1,680 00
2121 Donations To Galveston County	1,062 10
2132 DA Check Collection Fees	68 00
2205 Courthouse Security Fund	105 00
2211 Law Library	43,215 03
2212 Mediation Services Prog Fund	2,084 00
2220 Adult Probation Fund	5,369 55
2230 Juvenile Justice Fund	13,439 96
2240 Sheriff's Commissary Fund	20,262 29
2301 Road & Bridge Fund	81,618 54
2370 Flood Control Fund	6,333 56
2410 Mosquito Control District Fund	5,694 13
2420 Indigent Health Care Fund	56,640 67
2501 Child Welfare Fund	11,830 97
2824 Adult Probation Community	918 00
2841 Juvenile Probation-State Aid	12,116 84
2848 Juv Jst Alt Education Program	9,186 33
2893 HMGP - IKE	15,332 00
2914 CDBG Housing Program	3,041,750 48
2915 CDBG Infrastructure Program	408,500 39
2921 Senior Citizens Grant Prog	6,910 32
2923 Texas Feeding Texans	10,329 76
2994 Disaster Recovery - Ike	24,122 73
3100 County Capital Projects Fund	10,748 10
3120 Limited Tax Cnty Bldg Bds Sr09	457,403 10
3308 Unlimited Tax Rd Bds Ser 2001	1,357 00
3310 Pass Thru Toll Rv Lt Tx BdSr07	263,210 65
3312 Unltd Tax Road Bonds Sr 2009	1,475,810 75
3315 Galv Causeway RR Bridge Proj	1,852,273 69
6123 Group,Wrks'Comp,Unemplmnt Ins	75,005 12
6130 Self Insurance Reserve Fund	10,270 00
7605 Escrow Fund	1,129 13

# *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

**Grand Total:** 8,390,806.57

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 06/26/2012

Approved Order to pay by Commissioners Court this day June 26, 2012

*Cliff Billingsley*

Cliff Billingsley, County Auditor

*Absent*

Mark A. Henry, Galveston County Judge

*[Signature]*

Patrick Doyle, Galveston County Commissioner, Pct 1

*Absent*

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

*[Signature]*

Stephen D. Holmes, Galveston County Commissioner, Pct 3

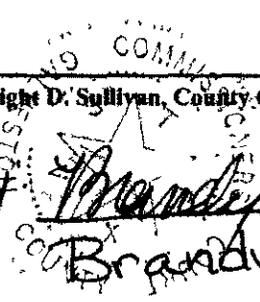
*[Signature]*

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

*By Brandy Chapman Deputy*  
*Brandy Chapman*



Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357023	702471	ABL MANAGEMENT INC	06/26/12	19,987.12	MW	OH	
A200357024	713428	ABM JANITORIAL SERVICES	06/26/12	21,555.00	MW	OH	
A200357025	714577	ACE OF GALVESTON WRECKER	06/26/12	65.00	MW	OH	
A200357026	711139	ACS STATE & LOCAL SOLUTIONS I	06/26/12	530,698.00	MW	OH	
A200357027	013177	ALVIN EQUIPMENT CO INC	06/26/12	248.00	MW	OH	
A200357028	711832	AMERICAN HOME BUILDERS INC	06/26/12	40,977.31	MW	OH	
A200357029	7.1548	AMERICAN HOMESTAR CORPORATION	06/26/12	18,350.80	MW	OH	
A200357030	702478	AMERSON RODGER DAN	06/26/12	500.00	MW	OH	B7
A200357031	702078	ANGEL BROTHERS ENTERPRISES LT	06/26/12	256,320.83	MW	OH	
A200357032	710983	ARDENT CONSTRUCTION LLC	06/26/12	54,132.42	MW	OH	
A200357033	700162	ARLAN'S MARKETS	06/26/12	59.09	MW	OH	
A200357034	710718	B L ALEXANDER ENTERPRISES IN	06/26/12	495.00	MW	OH	
A200357035	021030	BACLIFF BUILDERS SUPPLY INC	06/26/12	49.62	MW	OH	
A200357036	432285	BAY AREA RECOVERY CENTER	06/26/12	2,664.00	MW	OH	
A200357037	026047	BAYCAS INC	06/26/12	51.00	MW	OH	
A200357038	401959	BENNETT, JAMES M	06/26/12	782.50	MW	OH	B7
A200357039	403751	BERARDINELLI CORREIA, SHAUNA	06/26/12	897.00	MW	OH	B7
A200357040	713308	BERLINGER, TIM	06/26/12	518.60	MW	OH	B7
A200357041	406081	BETA TECHNOLOGY INC	06/26/12	644.40	MW	OH	
A200357042	700586	BPI WASTE SERVICES OF TEXAS L	06/26/12	1,471.29	MW	OH	
A200357043	711795	BGB INTERESTS LP	06/26/12	32,469.69	MW	OH	
A200357044	711956	BINKLEY & BARFIELD INC	06/26/12	118,457.79	MW	OH	
A200357045	705535	BLEYL, AMY RUTH WILSON	06/26/12	130.00	MW	OH	B7
A200357046	712358	BNSF RAILWAY COMPANY	06/26/12	257,500.61	MW	OH	
A200357047	712882	BOB J JOHNSON & ASSOCIATES	06/26/12	1,457.34	MW	OH	
A200357048	703001	BOEDEKER CONSTRUCTION INC	06/26/12	22,453.25	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357049	712331	BOILER SPECIALISTS SALES & SE	06/26/12	2 060 50	MW	OH	
A200357050	709220	BOON CHAPMAN BENEFIT ADMINIST	06/26/12	8,571 25	MW	OH	
A200357051	700048	BRAZOKIA COUNTY	06/26/12	4,680 00	MW	OH	
A200357052	702559	BRIGGS LYNETTE	06/26/12	260 00	MW	OH	B7
A200357053	024091	BROADWAY DRUG STORE	06/26/12	546 48	MW	OH	
A200357054	714586	BROOKS, BRANDI NICOLE	06/26/12	2 413 00	MW	OH	
A200357055	024240	BROOKSIDE EQUIP SALES INC	06/26/12	128 71	MW	OH	
A200357056	703835	BROWN PH D JEROME B	06/26/12	1 500 00	MW	OH	
A200357057	709370	BROWN, ADAM BANKS	06/26/12	325 00	MW	OH	B7
A200357058	712308	BURGLI HOMES PROMENADE HOMES	06/26/12	71,941 83	MW	OH	
A200357059	711146	BYRDSON SERVICES LLC	06/26/12	759 75	MW	OH	
A200357060	403704	CALVE GROUP INC, THE	06/26/12	280 00	MW	OH	
A200357061	708822	CAREHERE LLC	06/26/12	22,833 00	MW	OH	
A200357062	708822	CAREHERE LLC	06/26/12	52,172 12	MW	OH	
A200357063	706933	CEDRICK L MUHAMMAD PC	06/26/12	227 50	MW	OH	B,
A200357064	407782	CENTERPOINT ENERGY	06/26/12	1 989 11	MW	OH	
A200357065	708965	CENTURY ASPHALT LTD	06/26/12	42,703 12	MW	OH	
A200357066	712596	CHERRY CRUSHED CONCRETE	06/26/12	3,981 37	MW	OH	
A200357067	033985	CITY OF GALVESTON	06/26/12	474 22	MW	OH	
A200357068	700432	CITY OF LAMARQUE	06/26/12	39 34	MW	OH	
A200357069	033241	CITY OF LEAGUE CITY	06/26/12	168 25	MW	OH	
A200357070	403085	CITY OF TEXAS CITY	06/26/12	181 92	MW	OH	
A200357071	403095	CITY OF TEXAS CITY	06/26/12	4,346 36	MW	OH	
A200357072	033290	CLARY, DIANE	06/26/12	752 00	MW	OH	B7
A200357073	7+0150	CLEVELAND ASPHALT PRODUCTS IN	06/26/12	5,853 45	MW	OH	
A200357074	081380	COASTAL SURVEYING OF TEXAS	06/26/12	250 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200357075	709399	COBURN SUPPLY COMPANY INC	06/26/12	198 02	MM	OH		
A200357076	704229	CONRAD CONSTRUCTION CO LTD	06/26/12	6,621 12	MM	OH		
A200357077	400896	COOF DAVID	06/26/12	1,186 70	MM	OH	B7	
A200357078	705682	CJOL RITE AIR/HEAT	06/26/12	1,215 00	MM	OH		
A200357079	705688	COPPOLA FRANCESCO	06/26/12	150 00	MM	OH		
A200357080	713773	CRAIN GROUP, LLC	06/26/12	67,883 48	MM	OH		
A200357081	709896	CRESCENT ENGINEERING COMPANY	06/26/12	1,291 06	MM	OH		
A200357082	407552	CRISS, SUSAN	06/26/12	225 18	MM	OH		
A200357083	708690	CROWDERGULF JOINT VENTURE LLP	06/26/12	22 506 55	MM	OH		
A200357084	402515	CUPBOARD INC THE	06/26/12	25 00	MM	OH		
A200357085	042150	D AND G COMMUNICATIONS INC	06/26/12	477 00	MM	OH		
A200357086	704992	DAHLNBURG, MICHAEL L	06/26/12	1,158 50	MM	OH	B7	
A200357087	704992	DAHLNBURG MICHAEL L	06/26/12	225 00	MM	OH	B7	
A200357088	712018	DAITZ JENNIFER	06/26/12	129 32	MM	OH		
A200357089	713994	DANESI'S OUTDOOR SERVICES	06/26/12	10,206 00	MM	OH		
A200357090	409732	DAVID'S ISLAND	06/26/12	6,482 00	MM	OH		
A200357091	403137	DEPARTMENT OF FAMILY AND PROT	06/26/12	11 249 06	MM	OH		
A200357092	710743	DESIGN-BUILD SOLUTIONS INC	06/26/12	33,249 24	MM	OH		
A200357093	700546	DIAMOND HYDRAULICS INC	06/26/12	88 29	MM	OH		
A200357094	409861	DIAMOND SHAMROCK	06/26/12	71 03	MM	OH		
A200357095	706153	DIAZ, MARK A	06/26/12	357 50	MM	OH	B7	
A200357096	710583	DIGITALMARKETS INC	06/26/12	450 00	MM	OH		
A200357097	704331	DIRECT ENERGY LP	06/26/12	100 00	MM	OH		
A200357098	706718	DOLPHIN CHEMICAL & SUPPLY COM	06/26/12	725 00	MM	OH		
A200357099	714588	DOPICO, MARY	06/26/12	180 00	MM	OH	B7	
A200357100	708361	DRAGONY KACHEL ANN	06/26/12	350 00	MM	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357101	402798	DSG INC	06/26/12	550 00	MW	OH	
A200357102	714563	ECARDIO DIAGNOSTICS LLC	05/26/12	146 75	MW	OH	
A200357103	714575	ECONOMY LODGE	06/26/12	100 00	MW	OH	
A200357104	713534	ELLIS, RYAN J	06/26/12	260 00	MW	OH	
A200357105	061234	FAMILY SERVICE CENTER OF GALV	06/26/12	9,916 00	MW	OH	
A200357106	711189	FANNING AND FANNING PLLC	06/26/12	950 00	MW	OH	
A200357107	410365	FAUS, SALVADOR	06/26/12	65 00	MW	OH	B7
A200357108	708861	PIRETRON INC	06/26/12	492 50	MW	OH	
A200357109	703810	FIRST CHOICE POWER	06/26/12	471 12	MW	OH	
A200357110	703810	FIRST CHOICE POWER	06/26/12	144 25	MW	OH	
A200357111	709477	FISHER DENA LAURA	06/26/12	763 75	MW	OH	B7
A200357112	705781	FOSTER FENCE CORPORATION	06/26/12	1,946 50	MW	OH	
A200357113	704440	FLK GEORGE BYRON	06/26/12	835 00	MW	OH	B7
A200357114	713606	FULTON & WELCH ATTORNEYS AT L	06/26/12	422 50	MW	OH	B7
A200357115	704625	G & X SERVICES	06/26/12	843 27	MW	OH	
A200357116	406195	GALVESTON COUNTY SHERIFF'S DE	06/26/12	17 00	MW	OH	
A200357117	071175	GALVESTON COUNTY WCID #1	06/26/12	112 26	MW	OH	
A200357118	708789	GAMMA WASTE SYSTEMS	06/26/12	140 00	MW	OH	
A200357119	709796	GAVION, BRIAN	06/26/12	36 08	MW	OH	
A200357120	703986	GILLMAN, MICHAEL DAVID	06/26/12	260 00	MW	OH	B7
A200357121	406040	GLAZIER FOODS COMPANY	06/26/12	7 50	MW	OH	
A200357122	713253	GRANDY, CAROLYN	06/26/12	9 98	MW	OH	
A200357123	703352	GT DISTRIBUTORS INC	06/26/12	684 45	MW	OH	
A200357124	714491	GULF COAST BAIL BONDS	06/26/12	762 00	MW	OH	
A200357125	400782	GULF COAST CENTER	06/26/12	9,186 33	MW	OH	
A200357126	400782	GULF COAST CENTER	06/26/12	7 228 75	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200357127	701592	GULF COAST CENTURY	06/26/12	972.00	MW	OH		
A200357128	075101	GULF COAST TRADES CENTER	06/26/12	4,798.18	MW	OH		
A200357129	712770	GURRY MECHANICAL L P	06/26/12	133,178.97	MW	OH		
A200357130	702363	GUTHEINZ LAW FIRM LLP	06/26/12	651.00	MW	OH	B7	
A200357131	403591	HANSEN, JUDY	06/26/12	984.00	MW	OH	B7	
A200357132	714263	HEERMANS THOMAS MATHEN	06/26/12	422.50	MW	OH	B7	
A200357133	705115	HENRY, THERESA	06/26/12	390.00	MW	OH	B7	
A200357134	706237	HENSON, MIKE	06/26/12	337.60	MW	OH		
A200357135	083501	HINDMAN MARGARET	06/26/12	400.00	MW	OH	B7	
A200357136	700310	HLAVINKA EQUIPMENT COMPANY	06/26/12	012.86	MW	OH		
A200357137	709151	HOB-LOB LTD	06/26/12	87.48	MW	OH		
A200357138	714554	HOLMES, ROBERT D	06/26/12	297.53	MW	OH		
A200357139	700251	HUBCO INC	06/26/12	102,750.58	MW	OH		
A200357140	711576	HUGHES, BONNIE O	06/26/12	25.97	MW	OH		
A200357141	707452	HUMPHREYS & HUMPHREYS	06/26/12	74.00	MW	OH	B7	
A200357142	706976	HVAC MECHANICAL SERVICES OF T	06/26/12	6,855.67	MW	OH		
A200357143	701244	IESI TX CORP ENVIRO TEX	06/26/12	98.95	MW	OH		
A200357144	701901	J W KELSO COMPANY INC	06/26/12	652,701.51	MW	OH		
A200357145	701901	J W KELSO COMPANY INC	06/26/12	285,549.21	MW	OH		
A200357146	711917	J C CAMTERA HOMES INC	06/26/12	7,399.12	MW	OH		
A200357147	713785	J2 LABORATORIES INC	06/26/12	340.00	MW	OH		
A200357148	407630	JACKSON, CALVIN C	06/26/12	455.00	MW	OH	B7	
A200357149	407630	JACKSON CALVIN C	06/26/12	227.50	MW	OH	B7	
A200357150	712357	JACKSON ERIN LARENA	06/26/12	55.50	MW	OH	B7	
A200357151	409049	JAHN-GALVESTON INSURANCE AGEN	06/26/12	10,170.00	MW	OH		
A200357152	409049	JAHN-GALVESTON INSURANCE AGEN	06/26/12	12,221.01	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357153	408547	JALUFKA, GAIL	06/26/12	3,963.00	MW	OH	
A200357154	712632	JAMES RODERICK	06/26/12	150.00	MW	OH	
A200357155	708957	JC STONEMALL CONSTRUCTORS LP	06/26/12	66,021.54	MW	OH	
A200357156	400471	JOE AGUIRRE TILE INC	06/26/12	15,297.35	MW	OH	
A200357157	707570	JOHNSON, CHERYL	06/26/12	100.00	MW	OH	
A200357158	714567	JONES, MEGAN	06/26/12	68.00	MW	OH	
A200357159	410476	JP MORGAN CHASE	06/26/12	188,712.64	MW	OH	
A200357160	704638	KAUFMANN, CHARLES R	06/26/12	1,483.75	MW	OH	B7
A200357161	410589	KAVOUSSI & ASSOCIATES	06/26/12	998.00	MW	OH	
A200357162	709285	KFT HOLDINGS LLC	06/26/12	100.00	MW	OH	
A200357163	712256	KIESCHNICK, JONATHAN C	06/26/12	438.75	MW	OH	B7
A200357164	700067	KILGORE, JEFFREY A	06/26/12	510.00	MW	OH	B7
A200357165	711325	KIWI TIRE SHOP	06/26/12	105.00	MW	OH	
A200357166	402386	KLEEN JANITORIAL SUPPLY COMPA	06/26/12	177.00	MW	OH	
A200357167	704775	KOHL'S DEPARTMENT STORE	06/26/12	204.99	MW	OH	
A200357168	713306	KONE INC	06/26/12	1,503.50	MW	OH	
A200357169	706952	KUTSCHKE, MELINDA	06/26/12	422.50	MW	OH	B7
A200357170	707051	LAIRD & ASSO PLLC	06/26/12	227.50	MW	OH	B7
A200357171	121053	LANSDOWNE MOODY CO LP	06/26/12	372.27	MW	OH	
A200357172	714572	LAW OFFICE OF CHARLES A NOLL	06/26/12	2,109.18	MW	OH	B7
A200357173	711543	LAW OFFICE OF MICHAEL RUSSO P	06/26/12	357.50	MW	OH	B7
A200357174	708815	LAW OFFICE OF PAUL B KENNEDY	06/26/12	780.00	MW	OH	B7
A200357175	713605	LAW OFFICE OF PHILLIP M DAVI	06/26/12	950.00	MW	OH	B7
A200357176	713255	LAW OFFICES OF B CHRIS HESSE	06/26/12	536.25	MW	OH	B7
A200357177	403281	LAW OFFICES OF DAVID P WALKER	06/26/12	461.50	MW	OH	
A200357178	705067	LCR-M LIMITED PARTNERSHIP	06/26/12	24.59	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200357179	705777	LEATHERS, BILL	06/26/12	1,105 00	MW	OH	B7	
A200357180	404959	LEE, DALE W	06/26/12	75 00	MW	OH	B7	
A200357181	713640	LENTZ ENGINEERING L C	06/26/12	1,500 00	MW	OH		
A200357182	710524	LEWIS, SIRDON	06/26/12	89 91	MW	OH		
A200357183	122275	LEWIS, VICKI	06/26/12	1,200 00	MW	OH		
A200357184	709067	LIBERTY TIRE RECYCLING LLC	06/26/12	3,196 50	MW	OH		
A200357185	707090	LINEBARGER GOGGAN BLAIR & SAM	06/26/12	263 65	MW	OH		
A200357186	705152	LOVE, PAUL	06/26/12	2 190 00	MW	OH	B7	
A200357187	713989	MAILFINANCE INC	06/26/12	3,541 83	MW	OH		
A200357188	706407	MAINLAND PATHOLOGY ASSOCIATES	06/26/12	122 98	MW	OH		
A200357189	136192	MAINLAND TOOL AND SUPPLY INC	06/26/12	722 11	MW	OH		
A200357190	709125	MALONEY & PARKS LLP	06/26/12	195 00	MW	OH	B7	
A200357191	709726	MANATRON INC	06/26/12	1,680 00	MW	OH		
A200357192	406586	MANGLE, CHRISTINE L	06/26/12	1,034 93	MW	OH	B7	
A200357193	710378	MARTIN RESOURCE MANAGEMENT CO	06/26/12	2 984 10	MW	OH		
A200357194	701628	MARTIN, TERESA J	06/26/12	33 00	MW	CH		
A200357195	705312	MARTY'S CITY AUTO INC	06/26/12	463 60	MW	OH		
A200357196	712879	MASON COMPANY LLC	06/26/12	30,205 58	MW	CH		
A200357197	705424	MASTER WORD SERVICE INC	06/26/12	3,533 28	MW	OH		
A200357198	714229	KCJUNKIN RED MAN CORPORATION	06/26/12	376 00	MW	OH		
A200357199	136689	MCLEOD ALEXANDER FOWEL & APFF	06/26/12	4 505 50	MW	OH	B7	
A200357200	707872	MCQUAGE PC THOMAS W	06/26/12	3,946 31	MW	OH		
A200357201	131029	MCREE FORD INC	06/26/12	1 424 32	MW	OH		
A200357202	711348	MELAMED, SANFORD	06/25/12	617 50	MW	OH	B7	
A200357203	711185	MEMORIAL HERMANN HOSPITAL SYS	06/26/12	29,999 24	MW	OH		
A200357204	712765	MGC INC	06/26/12	8,443 80	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357205	705575	MILAM AND COMPANY PAINTING IN	06/26/12	185 25	MM	OH	
A200357206	404921	MILLS SHIRLEY LLP	06/26/12	633 75	MM	OH	B7
A200357207	032250	MITCHELL CHUOKE PLUMBING CO	06/26/12	66,320 95	MM	OH	
A200357208	710357	MORRIS PHILLIP W	06/26/12	975 00	MM	OH	B7
A200357209	714576	MOSS, THOMAS	06/26/12	68 75	MM	OH	
A200357210	714434	NELSON, TAD A	06/26/12	227 50	MM	OH	B7
A200357211	410734	NICHOLSON CONNIE	06/26/12	148 19	MM	OH	
A200357212	402390	NORTHERN PINES APTS	06/26/12	100 00	MM	OH	
A200357213	711213	NEG ENERGY INC	06/26/12	1,062 10	MM	OH	
A200357214	714505	OLEYAR, JOHN	06/26/12	100 00	MM	OH	RE
A200357215	711061	ONE 90 LONESTAR LLC	06/26/12	54,740 69	MM	OH	
A200357216	705252	OMSK INC	06/26/12	49 78	MM	OH	
A200357217	400105	OMEY ELECTRIC SUPPLY	06/26/12	1,032 42	MM	OH	
A200357218	155036	OZARKA NATURAL SPRING WATER	06/26/12	90 04	MM	OH	
A200357219	700366	PAPILLON PUBLISHING	06/26/12	115 00	MM	CH	
A200357220	714594	PARTAIN, JOHN PHILIP	06/26/12	253 28	MM	OH	B7
A200357221	405788	PAT'S DEMOLITION AND DEBRIS R	06/26/12	6,586 20	MM	OH	
A200357222	405788	PAT'S DEMOLITION AND DEBRIS R	06/26/12	15 332 00	MM	OH	
A200357223	703021	PENGAD	06/26/12	53 16	MM	OH	
A200357224	714182	PENINSULA EMERGENCY MEDICAL S	06/26/12	48 542 22	MM	OH	
A200357225	705136	PENINSULA SANITATION SERVICE	06/26/12	4 360 00	MM	OH	
A200357225	702340	PETERS CHRIS	06/26/12	586 16	MM	OH	
A200357227	163014	PINE FOREST APARTMENTS	06/26/12	100 00	MM	OH	
A200357228	714578	PRIVRATSKY, MELINDA	06/26/12	100 00	MM	OH	
A200357229	714579	PROPERTY HOLDINGS	06/26/12	60 00	MM	OH	
A200357230	713451	PUEYTES ERICA	06/26/12	352 98	MM	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357231	712886	R W LUCAS CONSTRUCTION LLC	06/26/12	312,099.83	MM	OH	
A200357232	712886	R W LUCAS CONSTRUCTION LLC	06/26/12	700,490.89	MM	OH	
A200357233	714565	RADKOUSKI, ROBERT	06/26/12	414.88	MM	OH	
A200357234	706403	REED ELSEVIER INC	06/26/12	460.00	MM	OH	
A200357235	706339	RESOURCE AND CRISIS CENTER OF	06/26/12	950.00	MM	OH	
A200357236	410635	RUSCELLI, VINCENT	06/26/12	875.00	MM	OH	
A200357237	710577	RUSSELL, GREG	06/26/12	650.00	MM	OH	B7
A200357238	403785	SARENZ ALVIN N	06/26/12	1,966.25	MM	OH	B7
A200357239	191023	SANTA FE AUTO PARTS INC	06/26/12	1,243.45	MM	OH	
A200357240	704614	SCHNEIDER ELECTRIC BUILDINGS	06/26/12	8,096.00	MM	OH	
A200357241	702664	SCHWAB, TAYLOR	06/26/12	422.50	MM	OH	B7
A200357242	709439	SCOTT COMPANY DRUG TESTING	05/26/12	155.60	MM	OH	
A200357243	701888	SCOTT, SHELBY	06/26/12	3,331.25	MM	OH	
A200357244	711834	SEARS & BENNETT LLP	06/26/12	1,933.86	MM	OH	B7
A200357245	192229	SEARS ROEBUCK AND COMPANY	06/26/12	580.29	MM	OH	
A200357246	192161	SHATTUCK, BOB	06/26/12	2,623.93	MM	OH	B7
A200357247	400542	SHERWIN WILLIAMS PAINT CORP	06/26/12	574.26	MM	OH	
A200357248	714581	SHROPSHIRE, NANCY	06/26/12	27.75	MM	OH	
A200357249	713532	SMITH, MEGHANN	06/26/12	195.00	MM	OH	
A200357250	701589	SOUTH HOUSTON CONCRETE PIPE I	06/26/12	875.00	MM	OH	
A200357251	705477	SOUTHEAST FIRE PROTECTION LP	06/26/12	18,345.96	MM	OH	
A200357252	701326	SOUTHEPN COMPUTER WAREHOUSE	06/26/12	10,489.10	MM	OH	
A200357253	713129	SOUTHWEST T & I INC	06/26/12	385.70	MM	OH	
A200357254	707013	STACEY VALDEZ & ASSOCIATES PL	06/26/12	520.00	MM	OH	B7
A200357255	700203	STANLEY SECURITY SOLUTIONS IN	06/26/12	1,615.50	MM	OH	
A200357256	405006	STATE OF TEXAS	06/26/12	165.51	MM	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200357257	713764	STERLING STRUCTURES, INC	06/26/12	274,595.37	MW	OH	
A200357258	708715	STREAM ENERGY	06/26/12	186.97	MW	OH	
A200357259	702839	SUNLER, DAVID	06/26/12	300.00	MW	OH	B7
A200357260	711234	SULLIVAN LAND SERVICES LTD	06/26/12	1255,263.17	MW	OH	
A200357261	713229	SULLIVAN MISTY	06/26/12	56.00	MW	OH	
A200357262	405722	SUN COAST RESOURCES INC	06/26/12	18,060.23	MW	OH	
A200357263	195024	SUNDANCE APARTMENTS	06/26/12	100.00	MW	OH	
A200357264	712883	SUNFLOWER FOODS LTD	06/26/12	238.60	MW	OH	
A200357265	712238	SUCA INC	06/26/12	1,616.18	MW	OH	
A200357266	404978	TAAO	06/26/12	305.00	MW	OH	
A200357267	406738	TARGET STORES	06/26/12	54.16	MW	OH	
A200357268	711430	TERRA ASSOCIATES INC	06/26/12	6,954.89	MW	OH	
A200357269	703876	TERRACON CONSULTANTS INC	06/26/12	4,357.00	MW	OH	
A200357270	711527	TEXAS CHIEF DEPUTIES ASSOCIAT	06/26/12	24.00	MW	OH	
A200357271	706413	TEXAS DEPARTMENT OF STATE HEA	06/26/12	57.00	MW	OH	
A200357272	708583	TEXAS LAW & PSYCHIATRY PLLC	06/26/12	1,200.00	PW	OH	MH
A200357273	711159	THE FRAZIER LAW FIRM, PC	06/26/12	195.00	MW	OH	B7
A200357274	710228	THOMPSON, SHELLY	06/26/12	250.00	MW	OH	
A200357275	700583	TORRES, ROBERTO	06/26/12	579.57	MW	OH	
A200357276	711566	TREVINO, ISMAEL	06/26/12	308.75	MW	OH	B7
A200357277	703929	TU ENERGY RETAIL COMPANY LP	06/26/12	33.14	MW	OH	
A200357278	705366	UNBEMAGEN O C	06/26/12	6,666.66	MW	OH	
A200357279	713669	UNION PACIFIC RAILROAD COMPAN	06/26/12	53.44	MW	OH	
A200357280	708558	UNLIMITED INVESTIGATION & RES	06/26/12	1,503.75	MW	OH	B7
A200357281	402812	UTMB	06/26/12	612.10	MW	OH	
A200357282	402812	UTMB	06/26/12	17,188.35	MW	OH	

Check#	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200357283	402812	UTMB	06/26/12	49,792.67	MW	OH		
A200357284	703768	VALLEY SERVICES INC	06/26/12	48,894.48	MW	OH		
A200357285	700690	VERIZON SOUTHWEST(TEXAS)	06/26/12	8,500.00	MW	OH		
A200357286	702057	WALKER, MARGARET W	06/26/12	100.00	MW	OH	B7	
A200357287	711777	WATERMALL, CHASE	06/26/12	144.86	MW	OH		
A200357288	701533	WEST PUBLISHING CORPORATION	06/26/12	16,686.49	MW	OH		
A200357289	701533	WEST PUBLISHING CORPORATION	06/26/12	26,136.54	MW	OH		
A200357290	714570	WILSON, UNDRIA	06/26/12	500.00	MW	OH		
A200357291	401705	WM GRAINGER INC	06/26/12	249.18	MW	OH		
A200357292	712998	ZENDER DEL AND ASSOCIATES PLL	06/26/12	950.00	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0.00	Number of Checks Processed	0
Total Void Hand Written	0.00	Number of Checks Processed	0
Total Machine Written	6440,318.55	Number of Checks Processed	270
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
<b>S U B T O T A L</b>	<b>6440,318.55</b>		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F60000435	712005	CIAMBRO/BRASFIELD & GORRIE II	06/26/12	1594,773	08	CX	OH	
F60000436	711931	DSW HOMES LLC	06/26/12	95,824	20	CX	OH	
F60000437	403006	KEYWORTHS HARDWARE INC	06/26/12	332	34	CX	OH	
F60000438	705097	LONE STAR UNIFORMS INC	06/26/12	6,347	75	CX	OH	
F60000439	711227	TRIPLE B SERVICES LLP	06/26/12	263,210	65	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	1950,488 02	Number of Checks Processed	5

S U B T O T A L

1950,488 02

\*\*Galv Cnty Production\*\* 06/25/12 O H C H E C K R E G I S T E R CHECK REGISTER Page 13  
 MON, JUN 25, 2012 3 00 PM ---seq DELEON\_A-- leg GL JL---loc AUDITOR---JOB 3581067 #5046-- PM BK200 <1 19> rpt id CKREG---

Check \*\*\*\*\* Payee ID \*\*\*\*\* Payee Name \*\*\*\*\* Date \*\*\*\*\* Check Amount Type Subs Rel To Note \*\*\*\*\*  
 \*\*\*\*\* G P 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	6440,318 55	Number of Checks Processed	270
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	1950 488 02	Number of Checks Processed	5

G R A N D T O T A L 8390 806 57

AGENDA

ITEM

#1b

**ORDER**

On this the 26th 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 **absent**  
Patrick Doyle, Commissioner, Precinct No 1  
Kevin D O'Brien, Commissioner, Precinct No 2 **absent**  
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

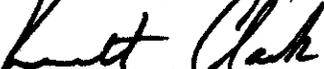
Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending June 20th, 2012 and being salary warrant numbers **PY0333703 through PY0333737 and EFT90336933 through EFT90338200**. The gross amount of such warrants are estimated **\$2,820,081.06 for Biweekly Payroll #13**.

UPON MOTION OF COUNTY COMMISSIONER HOLMES AND SECONDED

BY COMMISSIONER DOYLE THE ABOVE ORDER WAS PASSED THIS 26TH DAY

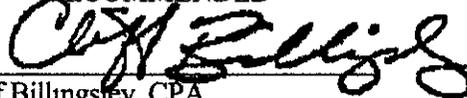
OF JUNE, 2012 with 3 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

  
\_\_\_\_\_

~~XXXXXXXXXXXXXXXXXXXX~~  
Kenneth Clark,  
Acting County Judge

RECOMMENDED

  
\_\_\_\_\_

Cliff Billingsley, CPA  
County Auditor

  
Dwight D. Sullivan  
County Clerk

By:  Deputy  
Brandy Chapman

\*\*\*Galv. Cnty Production\*\*\*

Employee Pay Assignment Changes for Payroll Period 6/7/2012 thru 6/20/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSI	Annual	Rate *	Reason
111000	County	GASPARD AMANDA D	FTBL	4 ADMIN CLERK/RECEPTIONIST	6/18/2012		09A1	\$25,925	997.14 B	APPOINTMENT
114000	County Clerk	JOHNSON VON M	FTBE	10 DEPUTY COUNTY CLERK	6/14/2012		10A1	\$27,238	1,047.62 B	APPOINTMENT
114020	Co. Clerk Rec. Mgmt. & Pres.	BROWN KEISLY T	PTNH	500 DEPUTY COUNTY CLERK-TEMP	6/18/2012		10A1	\$13,631	13.10 H	APPOINTMENT
114030	Election Expense	DTIGADO JASON	PTFL	500 ELECTION WORKER-TEMP	6/7/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	EWING VIVIAN A	PTFL	500 ELECTION WORKER-TEMP	6/7/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	ROBERTS MICHAEL	PTFL	500 ELECTION WORKER-TEMP	6/7/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	SMITH NANCY L	PTFL	500 ELECTION WORKER-TEMP	6/7/2012		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	YOUNGBLOOD ALICIA MPTNII	PTFL	502 ELECTIONS CLERK-TEMP	6/7/2012		09A1	\$25,925	12.46 H	TERMINATION
121400	212th District Court - Criss	COLLIER REBECCA	FTBE	3 COURT COORDINATOR-212TH	6/15/2012		18A1	\$40,435	1,555.20 B	TRANSFER
121400	212th District Court - Criss	YANCLY TOBI L	FTBE	3 COURT COORDINATOR-212TH	6/12/2012		18C1	\$42,482	1,633.94 B	TERMINATION
123700	Justice Court Pct #7 - Foster	WHITTINGTON MILES M	FLEC	1 JUSTICE OF THE PEACE-7	6/18/2012		0000	\$60,632	2,332.00 B	APPOINTMENT
126100	District Clerk	COLLINS DEBRA	FTBE	96 SUPERVISOR	6/7/2012		16E1	\$40,435	1,555.20 B	TITLE CHANGE
126100	District Clerk	DAIGLE AMANDA R	FTBE	39 ADMINISTRATIVE ASSISTANT	6/7/2012		12H1	\$35,738	1,374.57 B	TITLE CHANGE
126100	District Clerk	FEARRINGTON PAMELA A	FTBE	12 SUPERVISOR	6/7/2012		16P1	\$53,054	2,040.56 B	TITLE CHANGE
126100	District Clerk	HENRY RHONDA B	FTBE	3 ADMINISTRATIVE MANAGER	6/7/2012		19F1	\$48,064	1,848.65 B	TITLE CHANGE
126100	District Clerk	MILLICAN VALRIE Y	FTBE	9 SUPERVISOR	6/7/2012		16Q1	\$54,381	2,091.58 B	TITLE CHANGE
126100	District Clerk	PACKARD, LINDA B	FTBE	6 SUPERVISOR	6/7/2012		16J1	\$45,748	1,759.57 B	TITLE CHANGE
126100	District Clerk	RATLIFF, ELIZABETH A	FTBE	47 SR DEPUTY DISTRICT CLERK	6/15/2012		12A1	\$30,065	1,156.38 B	TERMINATION
127100	District Attorney	ANDERSON ONETA D	FTBE	36 MISD SECTION SUPERVISOR	6/7/2012		16D1	\$39,449	1,517.27 B	TITLE CHANGE
127100	District Attorney	FREEMAN, CANDICE J	FTBE	11 SR ASSISTANT DISTRICT	6/7/2012		23E1	\$66,257	2,548.38 B	TITLE CHANGE
127100	District Attorney	GIBSON-REED SUZANNE L	FTBE	34 FELLOW JAIL DOCKET	6/7/2012		14D1	\$35,738	1,374.57 B	TITLE CHANGE
127100	District Attorney	KAW TONYA M	FTBE	40 SR GRAND JURY COORDINATOR	6/7/2012		14D1	\$35,738	1,374.57 B	TITLE CHANGE
127100	District Attorney	TURRENTINE SHAWNA L	FTBE	77 LEGAL SECRETARY	6/7/2012		12A1	\$30,065	1,156.38 B	TITLE CHANGE
128100	Pre-Trial Release	BAKTR DIANDRA I	FTBF	10 SENIOR COURT SERVICES TECH	6/14/2012		12A1	\$30,065	1,156.38 B	APPOINTMENT
128100	Pre-Trial Release	CLARK JESSICA ANN	FTBE	5 SENIOR COURT SERVICES TECH	6/15/2012		12A1	\$30,065	1,156.38 B	TERMINATION

\*\*City Cntv Production\*\*

Employee Pay Assignment Changes for Payroll Period 6/7/2012 thru 6/20/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	Gr-St	Annual	Rate *	Reason
151300	County Auditor	DILLON ANA D	FTBL	52 ACCOUNTS PAYABLE	6/7/2012		16D1	\$39,449	1,517.27 B	PROMOTION
151300	County Auditor	POMPA TONY I	FTBE	19 INTERNAL AUDITOR II	6/14/2012		17A1	\$38,487	1,480.27 B	LATERAL TRANSFER
151500	Tax Assessor/Collector	VARGAS DONNA L	F1BE	10 CUSTOMER SERVICE RLP	6/18/2012		09A1	\$25,925	997.14 B	APPOINTMENT
159100	Information Technology	BADGER JOSEPH C	FTBL	53 TECHNICAL SUPPORT I	6/7/2012		16A1	\$36,672	1,408.94 B	TRANSFER
211133	Corrections-Sheriff	RANKS CEDRIC D	FTBC	157 DEPUTY III	6/15/2012		16H1	\$43,544	1,674.79 B	TRANSFER
211133	Corrections-Sheriff	BENAVIDEZ RUBEN	FTBE	134 DEPUTY IV	6/12/2012		16H1	\$43,544	1,674.79 B	CAREER LADDER
211133	Corrections-Sheriff	BORDERS II GLYNN L	FTBE	104 DEPUTY II	6/14/2012		14G1	\$38,487	1,480.27 B	CAREER LADDER
211133	Corrections-Sheriff	GRADNEY ANDREA	FTBE	288 DEPUTY III	6/19/2012		15H1	\$41,446	1,594.08 B	CAREER LADDER
211133	Corrections-Sheriff	MONTEERRUBIO ANDRES	FTBE	111 DEPUTY II	6/14/2012		14G1	\$38,487	1,480.27 B	CAREER LADDER
211133	Corrections-Sheriff	MORTON TIMOTHY J	FTBC	109 DEPUTY II	6/14/2012	6/16/2012	13D1	\$34,016	1,308.34 B	TERMINATION
211133	Corrections-Sheriff	PERKINS BRIAN R	FTBE	243 DEPUTY I		6/7/2012	13D1	\$34,016	1,308.34 B	TERMINATION
211133	Corrections-Sheriff	RAMIREZ TINO	FTBE	294 DEPUTY I		6/7/2012	13D1	\$34,016	1,308.34 B	TERMINATION
211133	Corrections-Sheriff	JACKSON KAREND	PTNS	82 DEPUTY PART-TIME	6/7/2012	6/18/2012	0000	\$1,480	1,42 H	TERMINATION
211143	Patrol Division	ASHTON JOSHUA S	PTNS	53 DEPUTY, PART-TIME	6/7/2012		0000	\$1,480	56.96 B	APPOINTMENT
211163	Sheriff Services for ISDS	GERALD JR GLEN M	FTBE	11 SERGEANT-CCISD (REIMB)	6/15/2012		18J1	\$50,498	1,942.24 B	TRANSFER
211171	Communications-Sheriff	ELLIS LYNDA M	FTBE	6 ENTRY LEVEL	6/7/2012		12D1	\$32,377	1,245.30 B	APPOINTMENT
255100	Adult Probation	LACY, WILLIF H	FTBE	45 DRUG COURT ADMINISTRATOR	6/13/2012		0000	\$45,999	1,769.23 B	PROMOTION
256110	State Aid Grant A	LEWIS, SIRDON D	FTBE	470 JUVENILE PROBATION OFCR		6/7/2012	1600	\$39,100	1,503.86 B	TERMINATION
291010	Emergency Management	BENDER NIKIL L	FTBE	5 PLANNING AND PREPAR SEC	6/12/2012		19C1	\$44,632	1,716.65 B	REORGANIZATION
291010	Emergency Management	YOUNG ALYSSA R	FTBE	7 OFFICE MANAGER	6/12/2012		14A1	\$33,187	1,276.43 B	REORGANIZATION
291111	Urban Area Sec Grt (Odd	MCCAIN NANCY L	FTBE	401 CERT COORDINATOR	6/12/2012		19A1	\$42,482	1,633.94 B	REORGANIZATION
451185	Texas Feeding Texans	DAVIS MARGARET L	PTNH	501 DRIVER PART TIME	6/7/2012		07A1	\$16,598	15.96 H	
451185	Texas Feeding Texans	EVANS SR VEARLY C	PTNH	502 CASE MANAGER PART TIME	6/7/2012		07A1	\$11,741	11.29 H	

HRB\_PAYAS PERIOD - Kathy Branch | Pay Assignments for Pay Period

\* Rate Type H = Hourly B = Biweekly Salary

Employee Pay Assignment Changes for Payroll Period 6/7, 2012 thru 6/20/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
522020	Parks Division	LEE SR BOBBY O	FTBE	21 TRADES ASSISTANT	6/18/2012		10A1	\$27,238	1,047.62	B APPOINTMENT

**ORDER**

On this the 26th 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 **absent**  
Patrick Doyle, Commissioner, Precinct No 1  
Kevin D O'Brien, Commissioner, Precinct No 2 **absent**  
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

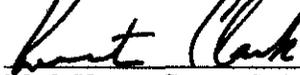
Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending June 20th, 2012 and being salary warrant numbers **PY400333738 through PY400333739**. The gross amount of such warrants is estimated **\$1,485.50 for Supplemental Payroll #708, 2012.**

UPON MOTION OF COUNTY COMMISSIONER HOLMES AND SECONDED

BY COMMISSIONER DOYLE THE ABOVE ORDER WAS PASSED THIS 26TH DAY

OF JUNE, 2012 with 3 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

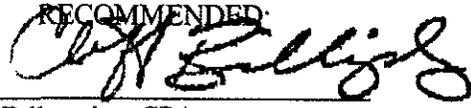
  
~~Mark Henry, County Judge~~  
Kenneth Clark,  
Acting County Judge

ATTEST

Dwight D. Sullivan  
County Clerk

By  Deputy  
Brandy Chapman

RECOMMENDED:

  
Cliff Billingsley, CPA  
County Auditor

AGENDA

ITEM

#2



**COUNTY of GALVESTON  
HUMAN RESOURCES**

Jan Piveral, SPHR  
Human Resources Director

June 8, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Summary of B1-Weekly Personnel Movements

Please submit the following item for the June 26, 2012 Commissioners' Court Agenda

Receive and file Summary of B1-Weekly Personnel Movements pay period #12, May 24- June 6, 2012  
submitted by Human Resources

# Summary of Bi-Weekly Personnel Movements

Pay Period #12    May 24 - June 6, 2012

Department	Positions		Current Appointments						Current Movements						Current Separations			Total			
	Budgeted	Res	FT	HT	PT	HR	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire		Death	Other	
General Government	100						0							0						0	
Facilities	200						0							0						0	
Professional Services	60		1				1							0						0	
Road District #1	40						0							0	1					1	
County Judge	40						0							0						0	
County Commissioners	80					1	1							0						0	
Tax Office	510		1				1			1				1	1					1	
County Auditor	330						0							0						0	
County Clerk	430						0							0	1					1	
County Clerk Records Mgmt	90						0							0						0	
County Clerk Elections	50					1	1			2				2						0	
Purchasing Agent	80						0							0						0	
County Treasurer	70						0							0						0	
Veterans Service	30						0							0						0	
Human Resources	50						0							0						0	
County Legal	60						0							0						0	
Justice Administration	60						0							0						0	
District Courts	190						0							0						0	
County Courts	90						0							0						0	
County Probate Court	60						0							0						0	
Justice Courts	440						0							0						0	
District Clerk	500					1	1							0	1					1	
District Attorney/Jury & Trial	730		2				2		1	2				3	1					1	
Pre-Trial Release	70						0							0						0	
Sheriff	5130						0		11	1				12	6		2			8	
Constables	460						0							0						0	
Social Services	120						0							0						0	
Child Welfare	10						0							0						0	
Senior Services	220						0							0	1					1	
Emergency Management	60						0							0						0	
Extension Services	90						0			1				1						0	
County Engineer	70						0							0						0	
Building Inspector	20						0							0						0	
Community Services	30						0							0						0	
Information Technology	510						0							0						0	
County Parks	440						0							0	1		1			3	
Beach Parks	20						0							0						0	
Museum	20						0							0						0	
Road & Bridge/Drainage/Beach	730						0							0	1					1	
County Health District	90						0							0						0	
Law Library	10						0							0						0	
Juvenile Probation	680		1				1							0						0	
Courthouse Security	40						0							0						0	
Mosquito Control	130					1	1							0						0	
Right of Way	10						0							0						0	
Seawall Maintenance	60						0							0						0	
Housing & Economic Dev	60						0							0						0	
Grand Total	13280		5	0	0	4	9	12	0	6	1	0	0	19	14	0	5	0	0	19	
Job Applications Received	231																				

Galveston County Human Resources Department

\*\*Galveston County Production\*\* Employee Pay Assignment Changes for Payroll Period 5/24/2012 thru 6/6/2012

Division	Employee Name	Type	Position Number and Description	Begin	End	Grst	Amount	Rate	Reason
11104	County Commissioner-Pet 4, ARGIA NOLMIR	PTNH	500 ADMIN ASSISTANT	5/29/2012		12A1	\$15,028	14.45 H	APPOINTMENT
114000	County Clerk	FTBL	4 SR DEPUTY COUNTY	6/3/2012		17A1	\$38,487	1,480.27 B	TERMINATION
114030	Priction Expense	FIBE	3 CHIEF DEPCO	5/30/2012		22H1	\$64,641	2,486.23 B	REASSIGNMENT
114030	Election Expense	FTBE	4 ASST ELECTION ADMIN/BIL	5/30/2012		18D1	\$43,544	1,674.79 B	REASSIGNMENT
114030	Election Expense	PTLL	500 ELECTION WORKER-TEMP	5/24/2012		0000	\$10,400	10.00 H	APPOINTMENT
126100	District Clerk	FTBF	520 COURT CLERK COORDINATOR	5/25/2012		14A1	\$33,187	1,276.43 B	TERMINATION
126100	District Clerk	FTBF	523 COURT CLERK COORDINATOR	6/6/2012		14A1	\$33,176	3,190 H	APPOINTMENT
127100	District Attorney	FTBI	26 SENIOR ASST DIST ATTORNEY	5/29/2012		22B1	\$55,740	2,143.87 B	REASSIGNMENT
127100	District Attorney	FTBL	46 LEGAL ADMIN ASS/IT OPS COORD	5/25/2012		12A1	\$30,065	1,156.38 B	TERMINATION
127100	District Attorney	FTBF	25 ASSISTANT DISTRICT ATTORNEY	5/29/2012		22B1	\$55,740	2,141.87 B	
127100	District Attorney	FIBI	43 FRAUD EXAMINER	5/29/2012		21B1	\$50,498	1,942.24 B	APPOINTMENT
127100	District Attorney	FTBL	55 ASSISTANT DISTRICT ATTORNEY	5/29/2012		22A1	\$54,381	2,091.58 B	APPOINTMENT
127100	District Attorney	PTTB1	83 ASSISTANT DISTRICT ATTORNEY	5/29/2012		22C1	\$57,133	2,197.46 B	PROMOTION
151400	Professional Services	FTBE	407 CDBG PROJECT COORDINATOR	6/4/2012		25L1	\$95,961	3,690.82 B	APPOINTMENT
151480	Road District #1	FIBH	6 SENIOR TOLL COLLECTOR	5/24/2012		12H1	\$32,385	1,577 H	TERMINATION
151500	Tax Assessor/Collector	FTBE	10 CUSTOMER SERVICE REP	6/6/2012		09A1	\$25,925	997.14 B	TERMINATION
151500	Tax Assessor/Collector	FIBE	12 CUSTOMER SERVICE SPECIALIST	5/1/2012		13A1	\$31,587	1,214.92 B	APPOINTMENT
151500	Tax Assessor/Collector	FTBE	21 ACCT ILCH II	5/24/2012		13A1	\$31,587	1,214.92 B	CORRECTION
159100	Information Technology	FIBL	51 ADMINISTRATIVE	6/6/2012		18F1	\$44,632	1,716.65 B	REORG
159100	Information Technology	FTBL	53 TECHNICAL SUPPORT	6/6/2012		16A1	\$76,632	1,408.94 B	REORG
159100	Information Technology	FIBF	28 DATACTR& DISASTER REC	6/6/2012		23M1	\$80,728	3,104.96 B	REORG
159100	Information Technology	FTBF	27 APPLICATIONS SUPPORT SPEC	10/6/2012		22F1	\$60,026	2,308.71 B	REORG
159100	Information Technology	FIBL	31 DATABASE ADMINISTRATOR	6/6/2012		21C1	\$51,760	1,990.79 B	REORG
159100	Information Technology	FIBF	32 APPLICATIONS/INFRA	6/6/2012		25G1	\$84,815	3,262.15 B	REORG

Galveston County Human Resources Department

\*\*Daily 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	FILMINTO JEFFAN M	FIBI	11 SHAREPOINT/DATABASE	6/6/2012		20F1	\$49,266	1,894.87 B	REORG
159100	Information Technology	LILLY RYAN J	FIBE	20 SYSTEM ARCHITECT	6/6/2012		22A1	\$54,381	2,091.58 B	REORG
159100	Information Technology	FIFE CAROLYN M	FTBE	16 CUSTOMER SUPPORT MANAGER	6/6/2012		25G1	\$84,815	3,262.15 B	REORG
159100	Information Technology	FITZ LACLY D	FTBI	3 ADMINISTRATIVE ASSISTANT	6/6/2012		12C1	\$31,587	1,214.92 B	REORG
159100	Information Technology	GALINDO REBECCAR	F7BI	46 SYSTEMS ADMINISTRATOR	6/6/2012		23F1	\$66,257	2,548.38 B	REORG
159100	Information Technology	GEE KATHINA M	FTBE	47 CUSTOMER SERVICE	6/6/2012		16N1	\$50,198	1,942.24 B	REORG
159100	Information Technology	GRIGOROV, VLADISLAV	FIBE	25 APPLICATIONS SUPPORT SPEC	6/6/2012		20E1	\$49,266	1,894.87 B	REORG
159100	Information Technology	HOLMES III, ROBERT D	FIBE	24 VOICE/DATA INFRASTRUCTURE	6/6/2012		22C1	\$57,133	2,197.46 B	REORG
159100	Information Technology	JOHNSON RICHARD J	FTBL	34 CUSTOMER SERVICE	6/6/2012		23M1	\$80,728	3,104.96 B	REORG
159100	Information Technology	KELLY LANEISHA K	FTBF	12 IT ASSET CONTROL	6/6/2012		20B1	\$45,748	1,759.57 B	REORG
159100	Information Technology	KURUVILLA THOMAS	F7BE	13 DATABASE ADMINISTRATOR II	6/6/2012		22O1	\$76,838	2,955.34 B	REORG
159100	Information Technology	LARA JR BENJAMIN	FTBE	6 CUSTOMER SUPPORT I	6/6/2012		13C1	\$33,187	1,276.43 B	REORG
159100	Information Technology	MEREDITH SARA K	FTBF	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	FTBF	7 APPLICATIONS SUPPORT SPEC	6/6/2012		20E1	\$49,266	1,894.87 B	REORG
159100	Information Technology	PEREZ CLAUDIA A	F7BL	17 SERVER COORDINATOR	6/6/2012		22N1	\$74,964	2,883.26 B	REORG
159100	Information Technology	QUINTANILLA MIGUEL	FTBL	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 JOSUUA 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 I	FTBE	35 TECHNICAL SUPPORT SPEC	6/6/2012		17I1	\$50,498	1,942.24 B	REORG
159100	Information Technology	SMITH ROY G	F7BF	52 TECHNICAL SUPPORT	6/6/2012		16C1	\$38,487	1,480.27 B	REORG
159100	Information Technology	TOVAR ALVARO	FTBL	45 TECHNICAL SUPPORT	6/6/2012		16C1	\$38,487	1,480.27 B	REORG
159100	Information Technology	WELLS MARY H	FTBL	40 TELEPHONE OPERATOR & MAIL	6/6/2012		09F1	\$29,332	1,178.18 B	REORG
159100	Information Technology	WILKS ANGELA D	F7BE	10 APPLICATIONS SUPPORT SPEC	6/6/2012		20C1	\$46,892	1,803.56 B	REORG
159100	Information Technology	WILLIAMS RHUA D	FTBE	59 SHAREPOINT/DATABASE ADMIN	6/6/2012		20E1	\$49,266	1,894.87 B	REORG
211133	Corrections-Sheriff	ASHFORD JOSHUA S	FTBE	265 DEPUTY I	6/4/2012		14G1	\$38,487	1,480.27 B	TERMINATION
211133	Corrections-Sheriff	BERG RONALD P	FTBC	112 DEPUTY I	5/26/2012		13D1	\$34,016	1,308.34 B	CAREER LADDER
211133	Corrections-Sheriff	BOHN PAULA A	F7BL	275 DEPUTY I	5/26/2012		13D1	\$34,016	1,308.34 B	CAREER LADDER
211133	Corrections-Sheriff	ELYE JAMES G	F7BI	150 DEPUTY I LEVEL	5/30/2012		12D1	\$32,377	1,245.70 B	TERMINATION

HRB PAYAS PERIOD Kathy Brunel J Pay Assignments for Pay Period

\* Rate Type H=Hourly B=Biweekly Salary

\*\*City 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	BREKMAN, FRANK	FTBL	293 DEPUTY IV (BAILEYS)	5/24/2012		16H	\$47,544	1,674.79 B	CAREER LADDER
211133	Corrections-Sheriff	BOUGHTON, JOSHUA	FTBL	144 DEPUTY I	6/1/2012		11D	\$34,016	1,308.34 B	TERMINATION
211133	Corrections-Sheriff	JACKSON, KAREN D	FTBE	60 DEPUTY I	5/26/2012		13D	\$34,016	1,308.34 B	TERMINATION
211133	Corrections-Sheriff	KIRKLAND, ARON R	FTBE	283 DEPUTY I	5/26/2012		13D	\$34,016	1,308.34 B	CAREER LADDER
211133	Corrections-Sheriff	MARQUEZ, JOSE M	FTBE	220 DEPUTY I	5/26/2012		13D	\$34,016	1,308.34 B	CAREER LADDER
211133	Corrections-Sheriff	MARTINEZ, OMAR A	FTBE	159 DEPUTY I	5/26/2012		13D	\$34,016	1,308.34 B	CAREER LADDER
211133	Corrections-Sheriff	MELCHOR, PEDROM	FTBL	68 DEPUTY I	5/26/2012		13D	\$34,016	1,308.34 B	CAREER LADDER
211133	Corrections-Sheriff	POPOVICH, JONATHAN D	FTBL	163 DEPUTY I	5/26/2012		13D	\$34,016	1,308.34 B	CAREER LADDER
211133	Corrections-Sheriff	QUINTANILLA, AMANDA	FTBE	133 DEPUTY I	5/26/2012		13D	\$34,016	1,308.34 B	CAREER LADDER
211133	Corrections-Sheriff	WELCH, PAULA A	FTBE	66 DEPUTY II	5/24/2012		14G	\$38,487	1,480.27 B	CAREER LADDER
211133	Corrections-Sheriff	YOST, KENNETH H	FTBE	113 DEPUTY II	5/24/2012		14G	\$38,487	1,480.27 B	CAREER LADDER
211133	Corrections-Sheriff	YOUNG, JASON S	FTBE	149 DEPUTY I	5/27/2012		13D	\$34,016	1,308.34 B	TERMINATION
211133	Corrections-Sheriff	BLOT, DARWON CARRILPTNH	FTBL	501 DEPUTY I	5/27/2012		13D		0.00 H	TRANSFER
211143	Patrol Division	DEVILIER, KERMIT J	FTBL	8 DEPUTY II	5/24/2012	5/25/2012	14G	\$38,487	1,480.27 B	TERMINATION
211150	Warrant's - Sheriff's	PERKINS, GLORIA Y	FTBE	19 WARRANT CLERK	5/31/2012		09D	\$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		09A	\$25,925	997.14 B	TERMINATION
411100	Mosquito Control District	ORTIZ, MICHAEL	PTNH	501 SPRAY OPERATOR TEMP	5/31/2012		0000	\$27,238	1,109 H	APPOINTMENT
451110	Senior Citizens Program	COSTON, CAROLYN B	FTBE	13 ACTIVITY ASST-DICKINSON	5/30/2012		02C	\$9,638	370.72 B	TERMINATION
522020	Parks Division	HEARNL, EARL	FTBE	3 ADMINISTRATIVE SERVICES	5/31/2012		21N	\$67,914	2,612.09 B	TERMINATION
522020	Parks Division	ANDERSON, CAROLYN J	FTBE	102 CUSTOMER SRV ATTENDANT	5/30/2012		02D	\$9,880	380.00 B	TERMINATION
610200	County Extension	MAGGIOLINO	PTNH	505 ADMINISTRATIVE	5/31/2012		12C	\$15,797	1,519 H	REASSIGNMENT

AGENDA

ITEM

#3



U.S. Department of Justice

Civil Rights Division

TCH RSB RPL BJW par  
DJ 166-012-3  
2012-2411

Voting Section - NWB  
950 Pennsylvania Avenue NW  
Washington, DC 20530

June 7, 2012

RECEIVED

JUN 11 2012

GALVESTON COUNTY  
LEGAL DEPARTMENT

Harvey Bazaman, Esq  
Galveston County Legal Department  
722 Moody, 5th Floor  
Galveston, Texas 77550-2317

Dear Mr Bazaman

This refers to the designation of fifteen early voting locations and hours for the May 29, 2012, primary elections in Galveston County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, 42 U.S.C. 1973c. We received your submission on April 16, 2012.

The Attorney General does not interpose any objection to the specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. Procedures for the Administration of Section 5 of the Voting Rights Act of 1965, 28 C.F.R. 51.41.

Sincerely,

T. Christian Herren, Jr.  
Chief, Voting Section

AGENDA

ITEM

#4



# COUNTY OF GALVESTON

On this 26<sup>th</sup> day of June, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

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

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

**Whereas**, twenty (20) years ago, **Leadership Southeast Texas (LSET)**, a 501 (c) (6) regional leadership Texas Non-Profit Corporation was organized, and

**Whereas**, the mission of LSET is to promote better understanding of residents of the nine counties that comprise Southeast Texas, namely Bolivar Peninsula of Galveston County, Chambers, Hardin, Jasper, Jefferson, Liberty, Newton, Orange, and Tyler Counties, and

**Whereas**, each class of LSET leaders who come from all sections of the region learns about complex issues that faces Southeast Texas through programs that examine the strengths, weaknesses, obstacles and opportunities for economic development, regional unity and quality of life, and

**Whereas**, attendees of LSET classes that consist of decision makers from business, manufacturing, government, media, education, chambers of commerce and non-profit community and cultural organizations participate annually by invitation only. In addition, their classes are purposely limited in size to provide opportunities for communication and interaction with regional leaders, diverse groups and individuals outside the participants' regular professional and social acquaintances, and

**Whereas**, over the past twenty (20) years there have been 950 LSET graduates currently living in 25 states plus 80 Texas communities and in a half a dozen countries other than the United States. This worthy organization needs to be publicly acknowledged

**Now, Therefore, Be it Resolved** that the **Commissioners' Court of Galveston County, Texas** extends its warmest greetings and congratulations to both past and current members of the **Governing Board of Directors of Leadership Southeast Texas** as they celebrate their 20<sup>th</sup> anniversary

**Be it Further Resolved** that the **Commissioners' Court** wishes **Leadership Southeast Texas** continued success in its endeavors to educate leaders from all sections of the region about the complex issues that affect our lives on a daily basis

**Be it further Resolved** that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to **Ms Bessie Chisum, Executive Director of LSET.**

**Upon Motion Duly Made and Seconded** the above Resolution was **unanimously passed** this 26<sup>th</sup> day of June, 2012

Attest:

County of Galveston, Texas

Brandy Chapman  
Dwight D. Sullivan, County Clerk by Brandy Chapman, Deputy  
Patrick F. Doyle  
Patrick F. Doyle, Comm., Pct. #1  
Absent  
Kevin D. O'Brien, Comm., Pct. #2

By:

Absent  
Mark A. Henry, County Judge  
Stephen D. Holmes  
Stephen D. Holmes, Comm., Pct #3  
Kenneth Clark  
Kenneth Clark, Comm., Pct #4

AGENDA

ITEM

#5

BRACEWELL  
& GIULIANI

Texas  
New York  
Washington, DC  
Connecticut  
Seattle  
Dubai  
London

Cristy C. Edwards  
Partner

713 221 1346 Office  
800 404 3970 Fax

Cristy.Edwards@bglp.com

Bracewell & Giuliani LLP  
711 Louisiana Street  
Suite 2300  
Houston, Texas  
77002-2770

June 15, 2012

The Honorable Mark Henry  
County Judge, Galveston County, Texas  
722 Moody, Suite 200  
Galveston, Texas 77550

Re Republic Services, Inc Project – Proposed Order for Adoption

Dear Judge Henry

Enclosed is a proposed Order of the Galveston County Commissioners Court relating to approval required in connection with the proposed issuance by the Mission Economic Development Corporation (the “Issuer”) of its Solid Waste Disposal Revenue Refunding Bonds (Republic Services, Inc Project) Series 2012 (the “Bonds”)

At the request of Republic Services, Inc, successor in interest to Allied Waste North America, Inc (“Republic Services”), the Issuer proposes to issue the Bonds and loan the proceeds thereof to Republic Services to provide funds to refund the Issuer’s Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc Project) Series 2007A thereby refinancing the costs of certain solid waste disposal facilities (including certain facilities located in Galveston County) described in the attachments to the proposed Order

In order to permit Republic Services to use proceeds of the Bonds for the solid waste disposal facilities to be located in your County, approval of the Galveston County Commissioners Court is required under Texas law pursuant to the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended and under federal tax law pursuant to Section 147(f) of the Internal Revenue Code of 1986

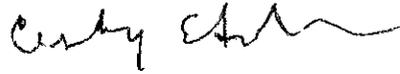
As expressly stated in the Order, the approval of the County is not to be construed as a representation or warranty or other undertaking of any kind by the County with respect to the Bonds or the solid waste disposal facilities, and the County will not be obligated to pay the Bonds or otherwise incur any liability in respect thereof. Rather, the approval is to be granted solely for purposes of Texas law and federal tax law

Please let me know if you or any of the Commissioners have any comments or questions regarding the proposed Order. I can be reached at (713) 221-1346. Thanks again for your assistance.

BRACEWELL  
& GILBERT

June 15, 2012  
Page 2

Very truly yours,



Cristy C Edwards

Enclosures

Cc Lee A McCormick, Community Development Associates, LLC

## AGENDA ITEM

**DATE** June 25, 2012

**TO** Commissioners Court

**ITEM** Adoption of an Order With Respect to Republic Services, Inc Project Approving the Refunding of the Mission Economic Development Corporation Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc Project) Series 2007A Bonds, Designating a Public Hearing Officer and Authorizing the County Judge to Execute Certificates Approving the Order and Public Hearing

---

### **Background**

In 2007, Allied Waste North America, Inc or Affiliates issued \$56.8 million in tax-exempt bonds through the Mission Economic Development Corporation ("MEDC") to finance capital improvements for a number of facilities throughout Texas, including one located in Galveston County ("County"). The 2007 financing totaled \$56.8 million of which approximately \$1.8 million was for operations in the County.

Republic Services, Inc ("RSI"), as successor to Allied Waste North America, Inc by merger, has the ability to refund these prior bonds and extend the bond maturity date in the current interest rate environment. As part of the refunding process, a local public hearing ("TEFRA Hearing") must be held to provide the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing or refinancing of the Project. While the County must approve the public hearing, it does not need to be held by the County.

In addition, the County must approve of the refunding through the MEDC. This approval process and TEFRA Hearing are identical to the steps that were undertaken in 2007 for the original financing.

### **Fiscal Impact**

Approval of this Order and public hearing ("TEFRA hearing") in no way imposes any payment or obligation on Galveston County in connection with the financing.

### **Recommendations**

- 1) Authorize the County Judge to execute a certificate approving the "Order with Respect to Republic Services, Inc Project" and,
- 2) Authorize the County Judge to execute a certificate approving the public hearing ("TEFRA Hearing")

June 28, 2012

Harvey Bazaman, Esq.  
Galveston County Attorney  
Galveston County, Texas  
722 Moody  
Galveston, Texas 77550

7/5/12  
CRISTY - PER YOUR  
REQUEST -  
Harvey Bazaman

Re Order with Respect to Republic Services, Inc. Adopted by the Galveston County  
Commissioners Court on June 26, 2012

Dear Mr. Bazaman

Enclosed as you requested of Lee McCormick are signature copies of the below-listed documents relating to the Mission Economic Development Corporation bond issue for Republic Services, Inc., refinancing, among other projects, certain facilities located in Alta Loma in Galveston County. We enclose

- 1 Six copies of the Order with Respect to Republic Services, Inc. Project adopted by the Commissioners Court at the June 26 meeting, and
- 2 Six copies of the Certificate of County Judge giving the approval as Applicable Elected Representative as provided by the Internal Revenue Code

If you find the enclosed to be in order, please obtain the signatures of Judge Henry on the Certificate of County Judge and of the County Clerk on the Certificate for the Order. One copy of each document is for the County's records. Please return the other five copies to us in the enclosed self-addressed, pre-paid Federal Express envelope.

If you have any questions regarding this matter, please do not hesitate to contact me at the above number or email address. Thank you very much.

Very truly yours,



Cristy C. Edwards

Enclosures

Cc Lee A. McCormick, Community Development Associates, LLC

CERTIFICATE OF COUNTY JUDGE OF  
GALVESTON COUNTY, TEXAS  
(Republic Services, Inc Project)

The undersigned County Judge of Galveston County, Texas (the "County") hereby certifies with respect to a plan of finance of the Mission Economic Development Corporation (the "Corporation") including the issuance of its Solid Waste Disposal Revenue Refunding Bonds (Republic Services, Inc. Project) Series 2012 (the "Bonds") and other bond issues, that

1 This certificate is based upon the attached CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING relating to the public hearing conducted on June 27, 2012 by the duly appointed hearing officer in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and

2 Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purposes, in my capacity as County Judge I hereby approve the plan of finance, including the issuance of the Bonds, and the facilities to be financed or refinanced by the plan of finance,

**provided, however, THAT THIS APPROVAL IS NOT TO BE CONSTRUED AS (I) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (II) A PLEDGE OF FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (III) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.**

EXECUTED as of July 5, 2012

  
\_\_\_\_\_  
ACTING County Judge  
Galveston County, Texas

**Certificate of Public Hearing Officer**

**Attached**

**CERTIFICATE OF PUBLIC HEARING OFFICER**  
**REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))**

MISSION ECONOMIC DEVELOPMENT CORPORATION  
SOLID WASTE DISPOSAL REVENUE REFUNDING BONDS  
(REPUBLIC SERVICES, INC. PROJECT)  
SERIES 2012

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the plan of finance including the issuance of the above-referenced bonds (the "Bonds")

I hereby certify as follows

- 1 I am the duly appointed hearing officer for the public hearing which was held in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.
- 2 Notice of the public hearing was published no less than 14 days before the date of the public hearing in a newspaper of general circulation available to residents of Galveston County, Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**
- 3 All persons appearing at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the project to be refinanced by the plan of finance. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.
- 4 After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed

WITNESS MY HAND this 27<sup>th</sup> day of June, 2012

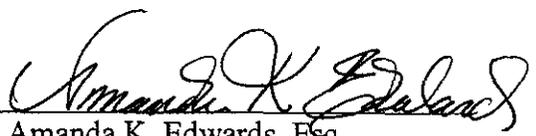
By.   
Amanda K. Edwards, Esq  
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing  
Exhibit B - Names and Comments of Persons Attending Public Hearing

**EXHIBIT A**

**AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING**

**ATTACHED**

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS.

COUNTY OF HARRIS.

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WEARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

---

BRACEWELL & GIULIANI 25367807 89418221  
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*Edward Silva*  
 \_\_\_\_\_  
 NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this the 12th Day of June A.D. 2012



*Veronica M Tyrone*  
 \_\_\_\_\_  
 Notary Public in and for the State of Texas

**NOTICE OF  
PUBLIC HEARING  
MISSION ECONOMIC  
DEVELOPMENT  
CORPORATION  
SOLID WASTE DISPOSAL  
REVENUE REFUNDING  
BONDS  
(REPUBLIC SERVICES, INC.  
PROJECT) SERIES 2007A**

Notice is hereby given of a public hearing to be held on behalf of Mission Economic Development Corporation and the following governmental entities in the State of Texas, the City of Houston, Galveston County and Jefferson County. The public hearing will be held on Wednesday, June 27, 2012 at 11:00 a.m. in the offices of Bracewell & Giuliani LLP located at 711 Louisiana Street, Suite 2300, Pennzoil Place - South Tower, Houston, Texas, 77002-2770, in Conference Room on the 22nd floor, with respect to a plan of finance including one or more series of bonds (the "Bonds") to be issued in an aggregate principal amount not to exceed \$56,800,000 by the Mission Economic Development Corporation (the "MEDC"). The proceeds of the Bonds will be loaned to Republic Services, Inc. (the "Borrower"), for the purpose of refunding the MEDC's Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc. Project) Series 2007A (the "Series 2007A Bonds").

For purposes of this notice and public hearing, the proceeds of the Series 2007A Bonds were loaned to Allied Waste North America, Inc. (now a wholly-owned subsidiary of the Borrower), to be used to finance certain capital improvements to and equipment acquisitions for its solid waste collection and disposal operations at each of the following locations (the following facilities, collectively, the "Project"): (1) collection facility located at 13630 Fondren Road, Houston, Harris County, Texas 77085; (2) collection facility located at 5301 Brookglen Drive, Houston, Harris County, Texas 77017; (3) collection facility located at 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078; (4) landfill facility located at 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078; (5) collection facility located at 8101 E. Little York Road, Houston, Harris County, Texas 77016; (6) landfill facility located at 8101 E. Little York Road, Houston, Harris County, Texas 77016; (7) landfill facility located at 3935 Avenue A, Alta Loma, Galveston County, Texas 77510; (8) collection facility located at 6425 Highway 347, Beaumont, Jefferson County, Texas 77705; and (9) landfill facility located at 6433 Labelle Road, Beaumont, Jefferson County, Texas 77705. The initial owners and/or operators of the Project will be the Borrower and/or its wholly owned affiliates.

The aforesaid public hearing is a "combined hearing" within the meaning of Section 51.103-2(d)(2) of the Treasury Regulations, and the location of said public hearing is within 100 miles of the seat of gov-

location of said public hearing is within 100 miles of the seat of government of each participating governmental unit beyond whose geographic jurisdiction the hearing is conducted. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

The public hearing will be conducted by Cristy Edwards, Esq or her designee. All interested persons are invited to attend such public hearing to express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Mr. Lee McCormick (telephone (214) 256-3121). Any interested persons unable to attend the hearing may submit their views in writing to Mr. McCormick at 6908 Lebanon Road, Suite 103, Frisco, Texas 75034 or to facsimile number (214) 256-3205, prior to the date scheduled for the hearing.

**EXHIBIT B**

**NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING**

NONE

**CERTIFICATE FOR ORDER**

THE STATE OF TEXAS       §  
  §  
COUNTY OF GALVESTON   §

We, the undersigned officers of the Commissioners Court of Galveston County, Texas, hereby certify as follows

1       The Commissioners Court of Galveston County, Texas, convened in regular meeting on June 26, 2012, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit

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

and all of said persons were present except for County Judge Henry and Commissioner O'Brien, thus constituting a quorum Whereupon, among other business, the following was transacted at said meeting a written

**ORDER WITH RESPECT TO REPUBLIC SERVICES, INC. PROJECT**

was duly introduced for the consideration of said Commissioners Court It was then duly moved and seconded that said order be adopted, and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote

AYES   3  ,  
NOES   0  ,  
ABSTENTIONS   0  

2       A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate, said order has been duly recorded in said Commissioners Court's minutes of said meeting, the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order, the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein, each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and said meeting was open to the public as required by law, and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act

SIGNED AND SEALED this June 26, 2012



Dwight D. Sullivan

County Clerk

By: Brandy Chapman Deputy  
Brandy Chapman

**ORDER WITH RESPECT TO  
REPUBLIC SERVICES, INC.  
PROJECT**

WHEREAS, REPUBLIC SERVICES, INC , successor in interest to Allied Waste North America, Inc , and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the state of Texas (collectively, the "Facilities") as more fully described in **Exhibit A** and **Exhibit B** attached hereto, and

WHEREAS, in 2007 at the request of the Company, Mission Economic Development Corporation (the "Issuer") issued its Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc Project) Series 2007A (the "Series 2007A Bonds") to finance certain improvements to the Facilities (collectively, the "Project"), including portions of the Facilities located outside the boundaries of the Issuer's sponsoring governmental unit, subject to certain requests, hearings and approvals from the other governmental units in which the Project is located, and,

WHEREAS, a portion of the Project (the "Local Portion") is located in Galveston County (the "County"), and

WHEREAS, the Company now desires to refund the Series 2007A Bonds and thereby refinance the Project and has requested that the Issuer issue its Solid Waste Disposal Revenue Refunding Bonds (Republic Services, Inc Project) Series 2012 (the "Series 2012 Bonds") for such purpose, and

WHEREAS, in order that the Local Portion of the Project may be refinanced with the proceeds of the Series 2012 Bonds, the Commissioners Court of the County (the "Commissioners Court") must request that the Issuer exercise its powers within the County for the purpose of issuing such bonds in one or more series to refund the Series 2007A Bonds and refinance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501 159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"), and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Series 2012 Bonds and the Company to use the proceeds thereof to refinance the Project by refunding the Series 2007 Bonds,

WHEREAS, approval of the County Judge, as the "applicable elected representative", is also required in connection with the issuance of the Series 2012 Bonds in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code and the Commissioners Court desires hereby to authorize the County Judge to give such approval

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS

Section 1      Third Party Financing   In order that the Local Portion of the Project may be refinanced as a part of the entire Project through the issuance of the Series 2012 Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such bonds in one or more series to refinance the Local Portion of the Project, in accordance with Section 501 159 of the Act

Section 2      Public Hearing and Approval for Federal Tax Purposes   In order to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended, a public hearing shall be held in which

members of the public shall be permitted to express their views with respect to the Local Portion of the Project and the Issuer's issuance of the Series 2012 Bonds for the purpose of refinancing the Project. Such hearing is authorized to be conducted by Lee A. McCormick (or his designee), as hearing officer, and may be conducted in combination with hearings for other counties or cities to the extent permitted by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 5f.103-2(d). Such hearing officer shall cause notice of such hearing to be published no less than 14 days prior to such hearing in a newspaper of general circulation in the County. Based solely upon the results of such hearing, and solely for purposes of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended, the County Judge is hereby authorized and directed to execute a certificate certifying approval of the Local Portion of the Project and the Issuer's issuance of the Series 2012 Bonds for the purpose of refinancing the Project.

**SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE LOCAL PORTION OF THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE INDUSTRIAL REVENUE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE LOCAL PORTION OF THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF INDUSTRIAL REVENUE BONDS ISSUED FOR THE LOCAL SHARE OF THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE LOCAL SHARE OF THE PROJECT.**

ADJUDGED, ADOPTED AND DECREED this 26<sup>th</sup> day of June, 2012

## **EXHIBIT “A”**

### **REPUBLIC SERVICES, INC PROJECT**

#### Project Description

The Project will be refinanced as part of an ongoing plan of financing and is owned and operated by Republic Services, Inc and its affiliates (collectively, the “Company”) The Project consists of financing (a) improvements to existing landfill facilities, including (i) construction of new disposal cells and liners within currently permitted acreage, (ii) additions and improvements to the leachate collection and treatment system, including leachate trenching, (iii) additions and improvements to the methane gas system, (iv) installation of new liners for intermittent and final closure of completed sections of the landfill facilities, (v) site improvements, (vi) acquisition of equipment to be used at the landfill facilities, (vii) acquisition of other equipment and assets necessary to support the foregoing improvements and to place them in to service, and (b) existing collection (hauling) and transfer station facilities, including (i) acquisition of solid waste disposal trucks and support vehicles, (ii) acquisition of solid waste disposal containers and related equipment, (iii) acquisition of solid waste disposal sorting and processing equipment, , (iv) site improvements, and (vi) acquisition of other equipment and assets necessary to support the foregoing improvements and place them in to service The Project locations are at existing facilities outlined on the attached Exhibit “B” – Project Locations

**EXHIBIT "B"**

**REPUBLIC SERVICES, INC PROJECT**

Project Locations

- 1 landfill facility located at 7790 Tessman Road, San Antonio, Bexar County, Texas 78219, Bond proceeds used not to exceed \$9,600,000,
- 2 collection facility located at 2101 Commerce Street, Marble Falls, Burnet County, Texas 78654, Bond proceeds used not to exceed \$3,700,000,
- 3 collection facility located at 440 Heath Lane, Jacksonville, Cherokee County, Texas 75766, Bond proceeds used not to exceed \$1,900,000,
- 4 landfill facility located at 440 Heath Lane, Jacksonville, Cherokee County, Texas 75766, Bond proceeds used not to exceed \$800,000,
- 5 collection facility located at 1450 East Cleveland Street, Hutchins, Dallas County, Texas 75141, Bond proceeds used not to exceed \$5,300,000,
- 6 landfill facility located at 801 East College Street, Lewisville, Denton County, Texas 75057, Bond proceeds used not to exceed \$6,800,000,
- 7 landfill facility located at 3935 Avenue A, Alta Loma, Galveston County, Texas 77510, Bond proceeds used not to exceed \$6,900,000,
- 8 landfill facility located at 1102 Landfill Road, Longview, Gregg County, Texas 75603, Bond proceeds used not to exceed \$1,700,000,
- 9 collection facility located at 2611 North State Highway 42, Building B, Kilgore, Gregg County, Texas 75662, Bond proceeds used not to exceed \$1,900,000,
- 10 collection facility located at 13630 Fondren Road, Houston, Harris County, Texas 77085, Bond proceeds used not to exceed \$1,600,000,
- 11 collection facility located at 5301 Brookglen Drive, Houston, Harris County, Texas 77017, Bond proceeds used not to exceed \$2,900,000,
- 12 collection facility located at 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078, Bond proceeds used not to exceed \$2,500,000,
- 13 landfill facility located at 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078, Bond proceeds used not to exceed \$4,300,000,
- 14 collection facility located at 8101 E Little York Road, Houston, Harris County, Texas 77016, Bond proceeds used not to exceed \$3,000,000,
- 15 landfill facility located at 8101 E Little York Road, Houston, Harris County, Texas 77016, Bond proceeds used not to exceed \$600,000

- 16 collection facility located at 5226 US Highway 175 East, Athens, Henderson County, Texas 75752, Bond proceeds used not to exceed \$1,900,000,
- 17 landfill facility located at FM 493 Mile 12 Road East, Donna, Hidalgo County, Texas 78537, Bond proceeds used not to exceed \$5,300,000,
- 18 collection facility located at 2559 FM 66, Itasca, Hill County, Texas 76055, Bond proceeds used not to exceed \$1,260,000,
- 19 landfill facility located at 2559 FM 66, Itasca, Hill County, Texas 76055, Bond proceeds used not to exceed \$11,800,000,
- 20 collection facility located at 6425 Highway 347, Beaumont, Jefferson County, Texas 77705, Bond proceeds used not to exceed \$1,300,000,
- 21 landfill facility located at 6433 Labelle Road, Beaumont, Jefferson County, Texas 77705, Bond proceeds used not to exceed \$5,200,000,
- 22 collection facility located at 3315 Loop 534, Kerrville, Kerr County, Texas 78028, Bond proceeds used not to exceed \$3,200,000,
- 23 landfill facility located at 3315 Loop 534, Kerrville, Kerr County, Texas 78028, Bond proceeds used not to exceed \$1,400,000,
- 24 landfill facility located at 3048 Limestone County Road 460, Mexia, Limestone County, Texas 76667, Bond proceeds used not to exceed \$2,400,000,
- 25 collection facility located at 2501 South Business 45, Corsicana, Navarro County, Texas 75110, Bond proceeds used not to exceed \$2,800,000,
- 26 collection facility located at 4414 Agnes Street, Corpus Christi, Nueces County, Texas 78405, Bond proceeds used not to exceed \$3,000,000,
- 27 collection facility located at 4831 East 25th Avenue, Amarillo, Potter County, Texas 79103, Bond proceeds used not to exceed \$3,000,000,
- 28 landfill facility located at 20700 Helum Road, Canyon, Randall County, Texas 79015, Bond proceeds used not to exceed \$1,400,000,
- 29 collection facility located at 12920 FM 2767, Tyler, Smith County, Texas 75708, Bond proceeds used not to exceed \$2,000,000,
- 30 landfill facility located at 12920 FM 2767, Tyler, Smith County, Texas 75708, Bond proceeds used not to exceed 3,000,000,
- 31 collection facility located at 6100 Elliott Reeder Road, Fort Worth, Tarrant County, Texas 76117, Bond proceeds used not to exceed \$11,000,000,
- 32 collection facility located at 5001 Pine Street, Abilene, Taylor County, Texas 79601, Bond proceeds used not to exceed \$2,600,000,

- 33 landfill facility located at Highway 277 North/83 and FM 3034, Abilene, Jones County, Texas 79601, Bond proceeds used not to exceed \$1,200,000, and x
- 34 collection facility located at 3031 FM 3417, Mt Pleasant, Titus County, Texas 75456, Bond proceeds used not to exceed \$2,000,000

AGENDA

ITEM

#6



STACY WHITEHURST  
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED  
JUN 13 2012

577 N Garden Ridge Blvd  
Lewisville, TX 75067-2691

GALVESTON COUNTY JUDGE

June 11, 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,

A handwritten signature in black ink, appearing to read "Stacy R. Whitehurst". The signature is fluid and cursive, with the first name "Stacy" being the most prominent.

Stacy R Whitehurst

SRW/sw  
Enclosure

cc Sara Walters

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
913 MISTY CLIFF DR	DICKINSON TX 77539	06-JUN-2012	560979
8030 HWY 1765 STE A-104	TEXAS CITY TX 77591	07-JUN-2012	561249
111 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	04-JUN-2012	560619
0 MISTY CLIFF DR	DICKINSON TX 77539	04-JUN-2012	560589
2907 27TH ST	DICKINSON TX 77539	08-JUN-2012	561609
0 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	05-JUN-2012	560949
114 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	07-JUN-2012	561411
2506 13TH N AVE	TEXAS CITY TX 77590	11-JUN-2012	561700
3519 BORDEN GULLY DR	DICKINSON TX 77539	05-JUN-2012	560859
220 SHOSHONE RIDGE DR	LA MARQUE TX 77568	05-JUN-2012	560919

AGENDA

ITEM

*#7*



Form #2201 Rev 10/2011

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Miles M. Whittington, Sr., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God

Position to Which Elected/Appointed JUSTICE OF THE PEACE - PCT 7

City and/or County GALVESTON COUNTY

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true

Date. 6/18/12

Miles M. Whittington, Sr.  
Signature of Officer

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Miles M Whittington, Sr, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of JUSTICE OF THE PEACE - PCT 7 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God

Mark Whittington  
Signature of Officer

State of Texas  
County of Galveston

Sworn to and subscribed before me this

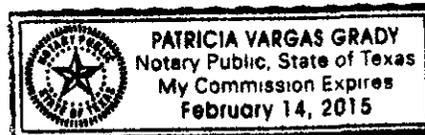
(seal)

18 day of June, 2012

Patricia V. Grady  
Signature of Notary Public or Other Officer

Administering Oath

Patricia V. Grady  
Printed or Typed Name



**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan* 2012033322

June 26, 2012 02 17 09 PM

FEE \$0 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#8



# Texas Commission on Jail Standards

Galveston County Jail

June 18-20, 2012

Galveston, Texas

Date(s) of Inspection

SUBJECT. INSPECTION REPORT

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297 8, Texas Commission on Jail Standards)

The facility was inspected on the date(s) indicated above, and it was determined that deficiencies exist. You are urged (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.

Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297 8, et seq.)

This facility was inspected on the date(s) indicated above. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Inter-Office Use Only

  
Robert C. Green, TCJS Inspector

Received by: _____	_____
	Date
Reviewed by: _____	_____
	Date

cc: Judge  
Sheriff

**TEXAS COMMISSION ON JAIL STANDARDS  
ANNUAL JAIL REPORT**

County	<u>Galveston</u>		
Sheriff	<u>Freddie Poor</u>	Judge	<u>Mark Henry</u>
email	<u>freddie.poor@co.galveston.tx.us</u>	email	<u>mark.henry@co.galveston.tx.us</u>
Jail Administrator	<u>Chief Deputy Mike Henson</u>	Inspector	<u>Robert C Green</u> <i>RAG</i>
email	<u>mike.henson@co.galveston.tx.us</u>		

Last Inspection May 23-25, 2011 Compliant Yes Inspection Date(s) June 18-20, 2012  
 Remedial Order N/A Effect \_\_\_\_\_

<b>Reportable Incidents</b> <small>(Previous 12 month History)</small>	Fires <u>0</u>	Escapes <u>1</u>	FOR	<b>Contract Inmates Housed</b>
	Deaths <u>0</u>	Walkaway <u>1</u>		U.S. Marshal <u>8</u>
	Suicides <u>0</u>	Secured <u>0</u>		County2 _____
				County3 _____
				County4 _____
				County5 _____
				County6 _____

Date Plans Approved March 5, 2008

- 1 Facility Name** Galveston County Jail Drill Time 2m 19s

Address 5700 Ave H Galveston, Texas Zip Code 77551 Facility Capacity 1187

Phone # (409) 766 - 2328 Fax # (409) 766 - 2796 Average Daily Population 802

Built 2006 Renovated N/A Addition N/A Housing Total this Date 854

Type Max Number of Variances 0 Holding Total this Date 18
  
- 2 Facility Name** Galveston County Court Holding Drill Time Test Only

Address 600 59th St. Galveston, Texas Zip Code 77551 Facility Capacity 93

Phone # (409) 762-8621 Fax # (409) 766 - 2796 Average Daily Population Varies

Built 2006 Renovated N/A Addition N/A Housing Total this Date 0

Type Remote Court Holding Number of Variances 0 Holding Total this Date 0
  
- 3 Facility Name** Crystal Beach Remote Holding Drill Time Test Only

Address 946 Nobel Carl Dr Crystal Beach, T Zip Code 77650 Facility Capacity 25

Phone # (409)765-2968 ext 2969 Fax # (409)765-0548 Average Daily Population Varies

Built 2002 Renovated N/A Addition N/A Housing Total this Date 0

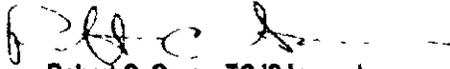
Type Remote Holding Number of Variances 0 Holding Total this Date 0

<p><b>Housing Capacity</b> <u>1187</u></p> <table style="width:100%;"> <tr> <th>Cells</th> <th>Capacity</th> </tr> <tr> <td>Sep Cells <u>35</u></td> <td><u>35</u></td> </tr> <tr> <td>Single Cells <u>164</u></td> <td><u>164</u></td> </tr> <tr> <td>M O Cells <u>70</u></td> <td><u>608</u></td> </tr> <tr> <td>Dorms <u>8</u></td> <td><u>364</u></td> </tr> <tr> <td>Nag Press Cells <u>16</u></td> <td><u>16</u></td> </tr> <tr> <td>Medical Cells <u>0</u></td> <td><u>0</u></td> </tr> <tr> <td>Notes:</td> <td></td> </tr> </table>	Cells	Capacity	Sep Cells <u>35</u>	<u>35</u>	Single Cells <u>164</u>	<u>164</u>	M O Cells <u>70</u>	<u>608</u>	Dorms <u>8</u>	<u>364</u>	Nag Press Cells <u>16</u>	<u>16</u>	Medical Cells <u>0</u>	<u>0</u>	Notes:		<p><b>Holding Capacity</b> <u>161</u></p> <table style="width:100%;"> <tr> <th>Cells</th> <th>Capacity</th> </tr> <tr> <td>Holding Cells <u>16</u></td> <td><u>128</u></td> </tr> <tr> <td>Detoxification Cells <u>2</u></td> <td><u>16</u></td> </tr> <tr> <td>Violent Cells <u>17</u></td> <td><u>17</u></td> </tr> </table> <p><b>Construction Security Level</b></p> <table style="width:100%;"> <tr> <td>Minimum Capacity</td> <td><u>0</u></td> </tr> <tr> <td>Medium Capacity</td> <td><u>0</u></td> </tr> <tr> <td>Maximum Capacity</td> <td><u>1187</u></td> </tr> </table>	Cells	Capacity	Holding Cells <u>16</u>	<u>128</u>	Detoxification Cells <u>2</u>	<u>16</u>	Violent Cells <u>17</u>	<u>17</u>	Minimum Capacity	<u>0</u>	Medium Capacity	<u>0</u>	Maximum Capacity	<u>1187</u>	<p><b>Females</b> <u>135</u> <small>(Female Population Today)</small></p> <p># of Cells <u>32</u></p> <p># of Bunks <u>151</u></p> <p><b>Contract Inmates</b> 100 + Capacity (30% + Non - TX)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
Cells	Capacity																															
Sep Cells <u>35</u>	<u>35</u>																															
Single Cells <u>164</u>	<u>164</u>																															
M O Cells <u>70</u>	<u>608</u>																															
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Minimum Capacity	<u>0</u>																															
Medium Capacity	<u>0</u>																															
Maximum Capacity	<u>1187</u>																															

Population: **Housing** 854 **Hold/Detox/Violent** 18 **Total System Population** 872  
(During Inspection)  
 Total Inspection Time 23 hours **Total Average Daily Population** 802.00

*M. Henson for Sheriff F. Poor* Interview with Court Representative  Yes  No  
 Sheriff  
*R. H. Hulse*  
 Jail Administrator  
*Mark Henry*  
 Commissioners Court Representative

# TEXAS COMMISSION ON JAIL STANDARDS - INSPECTION REQUIREMENTS REVIEW

  
 Robert C. Green, TCJS Inspector

Facility Name: Galveston County Jail

Date: June 18-20, 2012

Chapter	Title	Comments
259	New Construction	Conducted a walk through inspection of the facility Discussed future jail capacity needs and potential for addition to existing facility or new construction <b>Technical assistance provided.</b>
261	Existing Construction	Not applicable
263	Life Safety	Inspected life safety equipment and conducted and observed emergency drill Reviewed documentation Conducted staff interviews Documentation provided to the inspector for the Crystal Beach Lockup indicated sporadic testing of emergency power supply during the preceeding 12 months One generator test documented for August 2011, no generator test documented for September 2011, two generator tests documented in October 2011, One generator test documented for November 2011, three generator tests documented in December 2011, three generator tests documented in January 2012 The generator at this lockup is set up to exercise automatically on a weekly basis County maintenance is responsible for documenting and conducting the weekly test and monthly load test Their have been no fires or major incidents reported at this facility Jail administration is working on an improved system to insure documentation of the generator testing is complete The alarm panel at the Galveston County Jail was showing in trouble mode Maintenance staff corrected the issue and the panel re-set to normal <b>Issue addressed on site, technical assistance provided.</b>
265	Admission	Reviewed a random sample of 50 inmate files Interviewed staff Reviewed policy
267	Release	Reviewed a random sample of 5 inmate files Interviewed staff
269	Records/Procedures	Reviewed policy and documentation. Interviewed staff and reviewed ADA compliance evaluation The following sections of the Galveston County Jail operational plans should be reviewed and necessary revisions made prior to the next inspection Classification, Health Services, Mental Disabilities / Suicide Prevention, Discipline, Recreation / Exercise, Library, Telephone, Correspondence, Visitation and Inmate Rules <b>Issue addressed on site, technical assistance provided.</b>
271	Classification	Reviewed a random selection of 50 inmate files Reviewed staff training records Reviewed internal classification audits Reviewed policy Interviewed staff
273	Health Services	Reviewed a random selection of 50 files Interviewed staff and inmates Reviewed training records Reviewed policy A few of the mental disability/suicide prevention forms were found to be incomplete, i.e no time of screening recorded The inspector recommended staff review of all paperwork on inmates booked prior to the end of each shift to insure 100% completion of this form <b>Issue addressed on site, technical assistance provided.</b>
275	Supervision	Reviewed a random selection of 75 officer TCLEOSE certification records Reviewed officer documentation Interviewed staff *Note* Complete list of current jailer's names was obtained to be checked during my available time Administration notified that if any officer is found to be working without a license, a notice of non-compliance may be issued at a later date
277	Personal Hygiene	Conducted a facility walk through Reviewed facility schedule
279	Sanitation	Conducted a facility walk through Interviewed staff and inmates Reviewed policy The following maintenance issues were identified and corrected during the inspection A couple of the showers were non functional, a few of the sinks had insufficient water pressure, the stool in K132A was loose and only secured to the floor by one bolt <b>Issues corrected and addressed on site. Technical assistance provided.</b>
281	Food Service	Conducted walk through inspection in kitchen area Interviewed staff Reviewed documentation
283 1	Discipline	Reviewed 25 disciplinary hearing records Interviewed staff and inmates Reviewed policy Reviewed inmate rules
283 3	Grievance	Reviewed 25 inmate grievance/complaints Reviewed policy Interviewed staff and inmates
285	Exercise	Walk through of exercise area conducted Reviewed documentation Interviewed staff and inmates
287	Education/Library	Reviewed policy and schedule Interviewed staff and inmates
289	Work Assignments	Reviewed policy and schedule Interviewed staff and inmates

## TEXAS COMMISSION ON JAIL STANDARDS - INSPECTION REQUIREMENTS REVIEW

291 1	Telephone	Reviewed policy and schedule	interviewed staff and inmates
291 2	Correspondence	Reviewed policy and schedule	interviewed staff and inmates
291 3	Commissary	Reviewed policy and schedule	interviewed staff and inmates
291 4	Visitation	Reviewed policy and schedule	interviewed staff and inmates
291 5	Religious Practices	Reviewed policy and schedule	interviewed staff and inmates
xxx	Vanances	Not applicable	
xxx	Remedial Orders	Not applicable	
xxx	Complaints	Not applicable	
xxx	CCQ	inquiries being submitted through CCQ upon admission	

AGENDA

ITEM

#9

**RESOLUTION**

The Galveston County Commissioners Court by passing this Resolution requests that Eleanor Kitzman, Commissioner of Insurance of the State of Texas, be guided by the following regarding the appointment of DON MAFRIGE as a DIRECTOR of the Texas Windstorm Insurance Association [TWIA], in the position known as First Tier Coastal Resident.

WHEREAS, DON MAFRIGE is duly qualified to serve as a TWIA director, and

WHEREAS, DON MAFRIGE graduated from the University of Texas, BBA, General Business, has served as director and president of the Galveston County Apartment Association, as director of the Texas Apartment Association, as president of the Galveston Housing Finance Corporation, as Chair of the Galveston Park Board of Trustees, as Councilman, Galveston City Council, and among many civic services, currently serves as Chair of the City of Galveston Finance Committee, and

WHEREAS, DON MAFRIGE retired as a Colonel, US Army Reserve after thirty years of active reserve service, including ten years as Deputy Chief of Staff, Operations (Mobilization Designated), Headquarters, US Army Health Services Command, and

WHEREAS, DON MAFRIGE is successfully self-employed, dba Don Mafrige Real Estate, developing and managing real properties, employing twenty employees, with office at 4800 Seawall Blvd , Galveston, TX, and

WHEREAS DON MAFRIGE is a resident of the Coastal County of Galveston, Texas, the County with the greatest number of TWIA policies, but which county is not currently represented on the TWIA board by a director

**BE IT THEREFORE RESOLVED:** That Galveston County Commissioners Court urges Eleanor Kitzman, Commissioner of Insurance to appoint DON MAFRIGE as First Tier Coastal County Resident Director of the Texas Windstorm Insurance Association [TWIA], and

THEREFORE, BE IT FURTHER RESOLVED that Commissioners Court of Galveston County has approved this resolution, and urges Commissioner Eleanor Kitzman to appoint DON MAFRIGE, a Galveston County resident, as a director on the TWIA board of directors

Read and adopted by a vote of 3 ayes and 0 nays on this 26th day of June, 2012



Acting County Judge , Kenneth Clark



Dwight D. Sullivan  
County Clerk

By: Brandy Chapman Deputy  
Brandy Chapman

AGENDA

ITEM

#10

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

ATTORNEYS AT LAW

OFFICE ADDRESS – 518 – 9<sup>TH</sup> AVENUE NORTH, TEXAS CITY, TEXAS 77590

MAILING ADDRESS - P O DRAWER 2789, TEXAS CITY, TEXAS 77592-2789

(409) 948-3401 ❖ FAX (409)945-9814

Brent Richbook, Partner  
brent.richbook@lgbs.com

Mark E Ciavaglia, Partner  
mark.ciavaglia@lgbs.com

Writer's Direct Line (713) 844-3548

June 11, 2012

Hon Mark Henry  
Galveston County Judge  
722 Moody, 2<sup>nd</sup> Floor  
Galveston, TX 77550

RECEIVED  
JUN 13 2012

GALVESTON COUNTY JUDGE

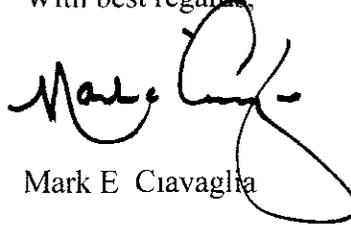
**Re: Deed of Correction – Cause 09TX0573**

Dear Judge Henry

Please find enclosed a Deed of Correction for Trustee's Deed issued pursuant to a resale of the tax foreclosed property in the referenced cause number. The property was resold for the sum of \$2,300 00, but the Trustee's Deed incorrectly reflected the consideration as \$23,000 00. The proposed Deed of Correction is intended to correct the amount of consideration.

Please contact me if you have any questions. Upon your review and approval, please execute the Deed of Correction and return it to me in the enclosed envelope. Thank you for your time and courtesy.

With best regards,



Mark E Ciavaglia

MC/mls  
enclosure

**DEED OF CORRECTION**  
**OF**  
**TRUSTEE'S DEED**

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

**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

This Deed of Correction of Trustee's Deed is executed to correct the Trustee's Deed executed by County of Galveston, as Trustee for itself and for City of La Marque, La Marque Independent School District, College of the Mainland and Drainage District No 2 (herein "GRANTORS") to Anna Davis Hill (herein "GRANTEE"), recorded in the official deed records of Galveston County, Texas at Clerk's File Number **2012025036** in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas The original Trustee's Deed noted that GRANTEE paid the sum of TWENTY-THREE THOUSAND DOLLARS AND 00/00 (\$23,000 00), whereas the correct amount of consideration paid by GRANTEE should have been described as TWO THOUSAND THREE HUNDRED DOLLARS AND 00/00 (\$2,300 00)

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **10th** Judicial District in Cause Numbered **09TX0573** styled "**Galveston County, et al. vs. Dave Ransom Davis, et al.**" the Sheriff of Galveston County, on August 19, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **October 4, 2011**, sold and conveyed the premises to **Galveston County**, as Trustee for itself and for **City of LaMarque, LaMarque Independent School District, College of the Mainland and Drainage District #2** for the sum of **Twenty-Four Thousand Five Hundred Sixty-Three and 22/100 Dollars (\$24,563.22)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Two Thousand Three Hundred and no/100 Dollars (\$2,300.00)**,

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

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **Galveston County, City of LaMarque, LaMarque Independent School District, College of the Mainland and Drainage District #2** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **Galveston County, City of LaMarque, LaMarque Independent School District, College of the Mainland and Drainage District #2** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement

NOW, THEREFORE, in consideration of the sum of **Two Thousand Three Hundred and no/100 Dollars (\$2,300.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, Galveston County, City of LaMarque, LaMarque Indendent School District, College of the Mainland and Drainage District #2 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Anna Davis Hill, of 12 North Heights, LaMarque, TX 77568** ("GRANTEE"), the following described real property, to wit

**Tract 2: Lot Twenty-Three (23) & South One-Half (S 1/2) of Lot Twenty-Five (25), Stafford 1st Additon, Galveston County, Texas, said property being more particularly described in the instrument recorded at Film Code #009-74-0097 in the Official Deed Records of Galveston County, Texas**

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

GRANTOR conveys the property

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

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations, and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body

By acceptance of this deed, GRANTEE acknowledges and agrees

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information, and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns GRANTEE hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery

hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder

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

Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 26th day of June, 2012

COUNTY OF GALVESTON

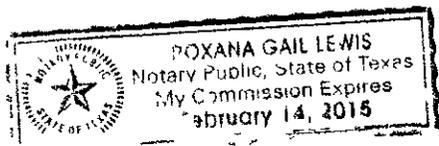
By *Kenneth Clark*  
**Kenneth Clark,**  
**Acting County Judge**

STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark as Acting** County Judge of Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

GIVEN under my hand and seal of office this the 26th day of June, 2012

*Roxana G. Lewis*  
NOTARY PUBLIC, in and for the State of Texas  
Roxana G. Lewis  
Printed or Typed Name of Notary



Correction Deed of Trustee' s Deed  
Cause Numbered 09TX0573  
County of Galveston, et al vs. Dave Ransom Davis, et al

APPROVED AND ACCEPTED BY GRANTEE:

  
ANNA HILL DAVIS

STATE OF TEXAS

§

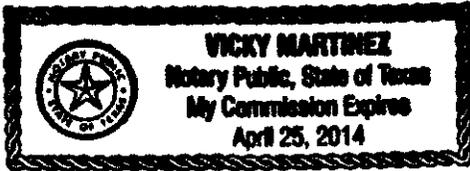
COUNTY OF GALVESTON

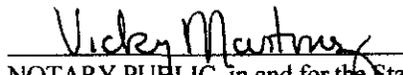
§

§

BEFORE ME, the undersigned authority, on this day personally appeared ANNA HILL DAVIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

GIVEN under my hand and seal of office this the 5<sup>th</sup> day of June, 2012



  
NOTARY PUBLIC, in and for the State of Texas

Vicky Martinez  
Printed or Typed Name of Notary

After recording return to:

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

AGENDA

ITEM

#11



**THE COUNTY OF GALVESTON**

**RIGHT OF WAY/  
REAL ESTATE SERVICES**

722 Moody, 1<sup>st</sup> Floor  
Galveston, Texas 77550

June 18, 2012

(409) 770-5577

(281) 316-8300, Ext 5577

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

Re Parcels 108 -- F M 646  
Limits F M 1764 to S H. 6

Gentlemen

For your consideration, we are attaching original deed and partial lien release covering Parcel 108 required for the captioned F M 646 Project Parcel 108 consisting of 1,917 square feet of land and improvements (fencing, sign, drive & landscaping) was appraised at \$8,423 00 TxDOT will reimburse the County for 90% of the Right of Way cost.

If you are agreeable to accepting this transaction, please authorize issuance of check in the amount of \$8,423 00 payable Dean J Alaniz and Albert Hernandez The deed and partial lien release should be recorded in the County Clerk's Official Public Records After recording, please have the original instrument returned to the Right of Way Department

Yours very truly,

  
Claudette Fickessen

Encl  
cf

cc Commissioner Kevin O'Brien, Precinct 2  
Mr. Mike Fitzgerald, P E , County Engineer



**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



**DEED**

**STATE OF TEXAS**

§

**ROW RCSJ: 0978-01-032**

§

**Parcel 108 – F.M. 646**

**COUNTY OF GALVESTON**

§

**WHEREAS**, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

**WHEREAS**, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects,

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, Dean J Alaniz, without joinder of my wife because the property herein conveyed is my separate property and estate, occupying and claiming other property as my homestead, and Albert Hernandez, a single man whose marital status has not change since the purchase of the below mentioned property, of the County of Galveston,



State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Eight Thousand, Four Hundred and Twenty-Three and No/100 Dollars (\$ 8,423 00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes

**SAVE and EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit

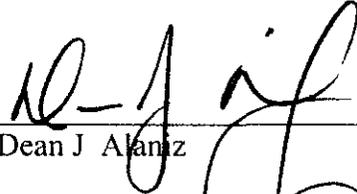
None

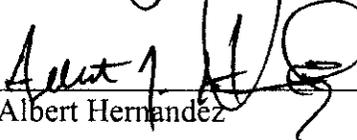
Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder

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

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

IN WITNESS WHEREOF, this instrument is executed on the 14 day of June 2012

  
\_\_\_\_\_  
Dean J. Alaniz

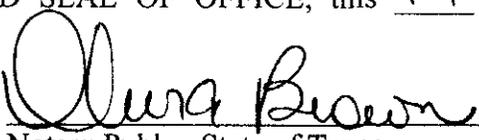
  
\_\_\_\_\_  
Albert Hernandez

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS           §**  
**COUNTY OF GALVESTON       §**

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Dean J. Alaniz and Albert Hernandez known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration herein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of June, 2012

  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission expires

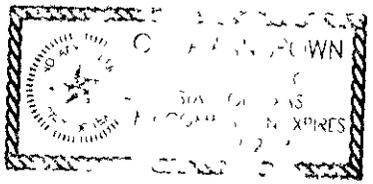


EXHIBIT "A"

Page 1 of 3

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

Property Description for  
Parcel 108

BEING a 0 044 of one acre (1,917 square feet) parcel of land located in the E T Mitchell Survey, Abstract No. 149, Galveston County, Texas, being a portion of Outlot 258 of the Alta Loma Outlots of record in Volume 10, Page 21 of the Galveston County Map Records, Texas (G C M R ) and being a portion of that certain calculated 1 353 acre tract of land conveyed to Lynn E Harris and wife, Billie Harris by deed of record in Clerk File No. 8911861, Film Code No. 006-38-1216 of the Official Public Records of Real Property Galveston County, Texas (O P R.O R P G C ); said 0 044 of one acre being more particularly described as follows

COMMENCING at a point marking the southeasterly corner of said 1 353 acre tract, being the northeasterly corner of that certain calculated 1 348 acre tract of land conveyed to Nancy P Coons by deed of record in Clerk File No 2001039399, Film Code No 015-88-2108 of said Official Public Records, from which a concrete monument found bears North 48°30' West, a distance of 0 49 feet, thence as follows,

THENCE, South 88°06'04" West, along the northerly line of said 1 348 acre tract, being the southerly line of said 1 353 acre tract, a distance of 299 99 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,214,132 39, Y = 13,706,748 63;

- 1) THENCE, South 88°06'04" West, continuing along the northerly line of said 1 348 acre tract, being the southerly line of said 1 353 acre tract, a distance of 10.06 feet to a point in the existing easterly right-of-way line of FM 646 (80 foot right-of-way) recorded in Volume 735, Page 455, of the Galveston County Deed Records (G.C D R ), being the southwesterly corner of said 1 353 acre tract, same being the northwesterly corner of said 1 348 acre tract, from which a 1/2-inch iron rod found bears South 26°38' East, a distance of 0 39 feet and a found 1-inch iron pipe bears South 02°26' East, 0 34 feet,
- 2) THENCE, North 01°57'53" West, along the existing easterly right-of-way line of FM 646, being the westerly line of said 1 353 acre tract, a distance of 190 14 feet to a point marking the northwesterly corner of said 1.353 acre tract, same being the southwesterly corner of that certain calculated 0 568 acre tract of land conveyed to Margaret A Wilson by deed of record in Volume 1657, Page 31, G.C D R., from which a 1-inch iron pipe found bears South 28°41' East, a distance of 0.25 feet;
- 3) THENCE, North 88°06'04" East, along the northerly line of said 1 353 acre tract, being the southerly line of said 0 568 acre tract, a distance of 10 10 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646,

EXHIBIT "A" page 2 of 3

- 4) THENCE, South 01°56'53" East, along the proposed easterly right-of-way line of FM 646, a distance of 190 14 feet to the POINT OF BEGINNING and containing 0 044 of one acre (1,917 square feet) of land

Notes.

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

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

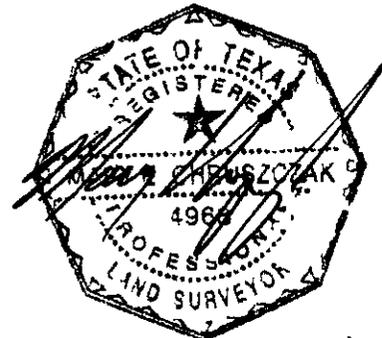
Access is permitted to the highway facility from the remainder of the property adjacent to this parcel

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

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

Prepared By

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



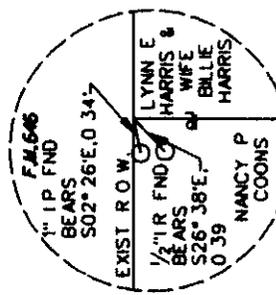
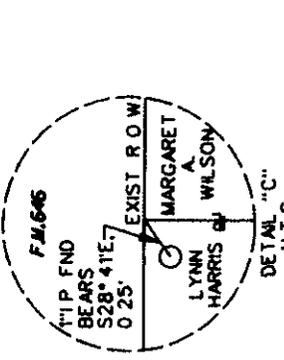
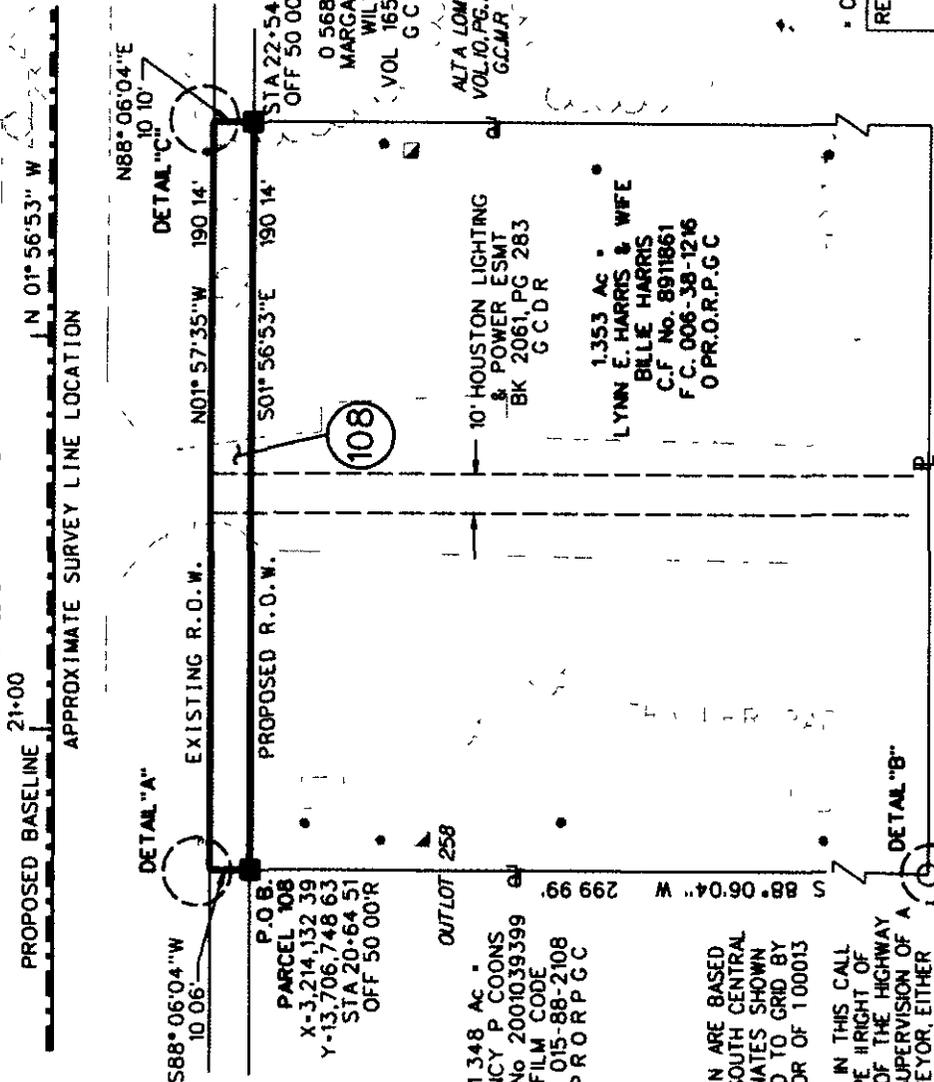
4-18-06

# JOHN BRENNAN SURVEY A-42

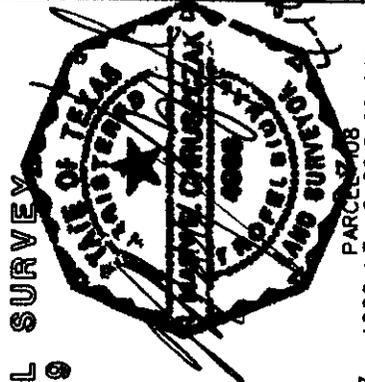
F.M. 646  
RECORD INFORMATION  
VOL 735, PG 455  
G.C.D.R.

EXHIBIT "A" Page 3 of 3  
FM 646 (80' ROW)

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



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



EXISTING	TAKING	REMAINING
1.353 AC	0.044 AC 1,917 Sq Ft	1.309 AC

**Solutions, Ltd.**

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

PARCEL 108  
FM 646  
GALVESTON COUNTY, TEXAS  
ROW CSJ 0978-01-032

\* CALCULATED AREA  
REVISIONS

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan* 2012033325

June 26, 2012 02 25 46 PM

FEE \$36 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS



Parcel 108  
F M. 646

**RIGHT OF WAY LIEN RELEASE**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON               §

WHEREAS, by that certain instrument dated the 12th day of August, 2006, recorded under Galveston County Clerk's File Number 2006026269 in the Official Public Records of Real Property in Galveston County, Texas, lien was established and made effective against all of that certain tract, piece or parcel of land located in the county aforesaid, reference being here made to the record of such instrument for a full description of said land, said lien being established for the purpose of securing the payment of a certain indebtedness as particularly described and set forth in the instrument aforesaid, and as additional security for payment of said indebtedness the said Dean J Alaniz and Albert Hernandez did on the 12<sup>th</sup> day August, 2006, execute and deliver that certain Deed of Trust payable as therein provided to the order of Linda Grace Castorina and Donna Janee Walston covering the same tract of land described in the aforesaid instrument, said Deed of Trust being recorded under Galveston County Clerk's File Number 2006026270 in the Official Public Records of Real Property in Galveston County, Texas; and,

WHEREAS, said lien has been extended and modified by instrument filed for record under Galveston County Clerk's File No. 2009067044

WHEREAS, the County of Galveston, Texas, has acquired, or is in the process of acquiring, title to a part and parcel of such land covered by said lien, said part and parcel hereof being particularly described as follows:

As described in Exhibit "A"

WHEREAS, it is necessary that said lien be released insofar as it appertains to or affects the title of the above described part and parcel of land,

NOW, THEREFORE, we, being the legal owner and holder of said indebtedness and lien, in consideration of the premises and the sum of \$     0     to us in hand paid do hereby remise, release and forever quitclaim unto Dean J Alaniz and Albert Hernandez, their heirs, executors, administrators, successors, and assigns, the

aforesaid lien, as well as all such other right, title, lien or claim in or to the part and parcel of land hereinabove described as may have been created by or have arisen from the transactions above mentioned, which we may own or did own at the time of such payment;

Provided, however, that this partial release shall not be construed to waive, or in any manner affect or invalidate the lien held and owned by the undersigned upon the residue of said property as fully described in the instrument hereinabove mentioned.

IT WITNESS WHEREOF, this instrument is executed on this the 14<sup>th</sup> day of May, 2012

Linda Grace Castorina  
Linda Grace Castorina

Donna Janee Walston  
Donna Janee Walston

ACKNOWLEDGMENT

THE STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON           §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Linda Grace Castorina and Donna Janee Walston, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of May, 2012.

By Raydel L. Cruz  
Notary Public in and for  
The State of Texas

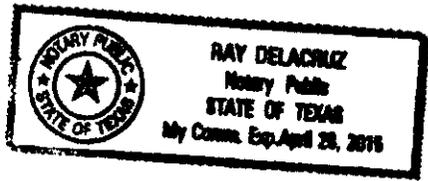


EXHIBIT "A"

Page 1 of 3

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

Property Description for  
Parcel 108

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COMMENCING at a point marking the southeasterly corner of said 1 353 acre tract, being the northeasterly corner of that certain calculated 1 348 acre tract of land conveyed to Nancy P Coons by deed of record in Clerk File No 2001039399, Film Code No. 015-88-2108 of said Official Public Records, from which a concrete monument found bears North 48°30' West, a distance of 0.49 feet, thence as follows;

THENCE, South 88°06'04" West, along the northerly line of said 1.348 acre tract, being the southerly line of said 1.353 acre tract, a distance of 299.99 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,214,132 39, Y = 13,706,748 63;

- 1.) THENCE, South 88°06'04" West, continuing along the northerly line of said 1.348 acre tract, being the southerly line of said 1 353 acre tract, a distance of 10 06 feet to a point in the existing easterly right-of-way line of FM 646 (80 foot right-of-way) recorded in Volume 735, Page 455, of the Galveston County Deed Records (G.C D.R ), being the southwesterly corner of said 1 353 acre tract, same being the northwesterly corner of said 1 348 acre tract, from which a 1/2-inch iron rod found bears South 26°38' East, a distance of 0 39 feet and a found 1-inch iron pipe bears South 02°26' East, 0 34 feet;
- 2.) THENCE, North 01°57'53" West, along the existing easterly right-of-way line of FM 646, being the westerly line of said 1 353 acre tract, a distance of 190.14 feet to a point marking the northwesterly corner of said 1 353 acre tract, same being the southwesterly corner of that certain calculated 0 568 acre tract of land conveyed to Margaret A. Wilson by deed of record in Volume 1657, Page 31, G C D R., from which a 1-inch iron pipe found bears South 28°41' East, a distance of 0 25 feet;
- 3.) THENCE, North 88°06'04" East, along the northerly line of said 1 353 acre tract, being the southerly line of said 0.568 acre tract, a distance of 10 10 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646;

EXHIBIT \_\_\_\_\_

- 4) THENCE, South 01°56'53" East, along the proposed easterly right-of-way line of FM 646, a distance of 190.14 feet to the POINT OF BEGINNING and containing 0.044 of one acre (1,917 square feet) of land.

Notes

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

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

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

A plat of even survey date herewith accompanies this property description

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

Prepared By

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





**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan* 2012033326

June 26, 2012 02 25 46 PM

FEE \$32 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#12

**NO  
BACK – UP  
PROVIDED**

AGENDA

ITEM

#13



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

June 20, 2012

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

Re: Acceptance of Used Office Furniture/IT Equipment Donated by  
Affiliated Computer Systems/Xerox (ACS/Xerox)

Gentlemen,

It is requested that the Commissioners' Court consider accepting a donation of used office furniture and technology equipment from Affiliated Computer Systems/Xerox (ACS/Xerox). Program staff confirmed that the inventory was purchased by ACS/Xerox with their internal Capital Expense funds for program administration use during Round 1 of the CDBG-DR Housing Program. The program administration office is located in the Jury Assembly Room (JAR) of the Court House at 722 Moody where the inventory currently is being held.

In addition, ACS/Xerox program staff verified that since the items listed for donation were not purchased with CDBG-DR grant funds awarded to Galveston County as subrecipient, the surplus inventory does not need to be returned to the State and therefore can be accepted by Galveston County if the Court so wishes.

Your consideration in this matter is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", with a long horizontal flourish extending to the right.

Rufus G. Crowder, CPPB  
Purchasing Agent  
Galveston County

**Courthouse JAR, 1st Floor**  
**722 Moody (21st) Street, Galveston**

**Office Furniture Inventory**

4	Modular Office Walls 78" high w/doors
4	Wooden Office Desk
1	Wooden Office Cresenda
5	Hi mesh back, two arm chairs, black
5	Wooden bookcases
8	Armed guest chairs
26	Modular Office Desk, 42" desktop, 48" walls
27	Herman Miller, two armed adjustable chair, blue
9	3 drawer Lateral file cabinet (Legal size)
8	4 drawer Lateral file cabinet (Legal size)
2	Canon Imagewriter DR 7550C Scanners
2	Xerox Workcentre 4118 Copier/Printers
2	Brother MFC 292CN Inkjet Printers (desktop)
4	Hewlett Packard - P4015 tn Laserjet Printer (Network)
40	*Lenovo Desktop PC Workstation (CPU, Monitor, keyboard, mouse and CD, ROM)
40	*Cisco 7940 Digital Phones
4	48" Light Duty Folding Tables
2	60" Folding Tables (white)
3	6' Folding Tables (gray)
1	Lexmark Pro 705 Color Inkjet Printer (desktop)

\* Equipment with County asset tags

**Technology equipment w/o County asset tags**

**Serial Numbers**

Canon Imagewriter DR 7550C Scanners	EY300512
Canon Imagewriter DR 7550C Scanners	EY301093
Xerox Workcentre 4118 Copier/Printers	YHR704306
Xerox Workcentre 4118 Copier/Printers	YHR704725
Brother MFC 292CN Inkjet Printers (desktop)	U62277B0F169226
Brother MFC 292CN Inkjet Printers (desktop)	U62277G9F189115
Hewlett Packard - P4015 tn Laserjet Printer (Network)	CNDY809346
Hewlett Packard - P4015 tn Laserjet Printer (Network)	CNDY378852
Lexmark Pro 705 Color Inkjet Printer (desktop)	000G0063671

AGENDA

ITEM

#14a



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request	6/18/12	Department	Information Tech				
Renewal Contract:	No	Orgkey.	1101159100	Object Code.	5752005		
Contract Start Date:		Vendor:	Summit 7 SHI				
Contract End Date:		Vendor No:	703308	Contract No:			
Description	SharePoint 2010 Statement of Work Change Order Form						
Contract # Issued By Purchasing:	CM12019		Requested Legal Review			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
SharePoint/Web	5752005		0				
Totals							
Total Cost:	0						

Approved By: \_\_\_\_\_ Date 6/19/12 Signature \_\_\_\_\_

Department Head.

*[Signature]*

Purchasing Agent.

*[Signature]* 6-19-2012

County Legal

*[Signature]* 6/19/12

Contract listed in Budget Documentation (Yes/No)

County Budget Office

*[Signature]*

# Statement of Work Change Order Form

## Summit 7 Systems

300 Voyager Way, Suite 300  
Huntsville, AL 35806



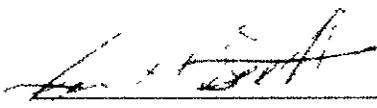
<b>CUSTOMER NAME</b>		<b>CUSTOMER NUMBER</b>	<b>PROJECT NAME / DESCRIPTION</b>
Galveston County		29683581	SharePoint 2010 Implementation (P20111019.0001)
<b>NAME AND TITLE OF AUTHORIZED CUSTOMER CONTACT</b>		<b>ORIGINAL AGREEMENT DATE</b>	
Dale Williams		October 5, 2011	
<b>CHANGE ORDER NUMBER</b>	<b>CHANGE ORDER DATE</b>	<b>NAME OF SUMMIT 7 SYSTEMS PROJECT MANAGER</b>	
001	April 17, 2012	Naomi Flanagan	
<b>ATTACHMENTS INCLUDED</b>	<b>TYPE OF CHANGE</b>	<b>ITEMS AFFECTED</b>	
Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Project <input checked="" type="checkbox"/> Technical <input type="checkbox"/>	Project Server, OnBase Integration, Disaster Recovery	

Galveston has requested that Summit 7 reallocate hours scheduled for Project Server 2010 implementation and instead utilize hours for OnBase integration and disaster recovery planning

This change is necessary to reflect a change of scope in the statement of work as requested by the customer

Add/Rem	Description of Services	Qty / Hours	Unit Price	Extended Price
Rem	Phase III Item 7 "Project Server 2010 Installation, configuration, and migration"	60	\$223 00	\$13380 00
Add	Phase III OnBase Integration -Summit 7 will install OnBase web parts and configure solution-centric site collection	40	\$223 00	\$8920 00
Add	Phase III Intranet Disaster Recovery - Summit 7 will document and configure DR solution utilizing SQL Server and Farm Backup via PowerShell	20	\$223 00	\$4460 00
		0	\$0 00	\$0 00
		0	\$0 00	\$0 00
		0	\$0 00	\$0 00
<b>TOTAL CHANGE ORDER COST</b>				<b>\$0.00</b>

Date: \_\_\_\_\_

Summit 7 Systems Internal Review Signature: 

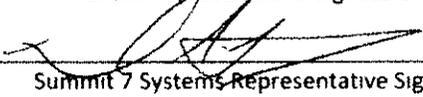
Title: \_\_\_\_\_

Date: 6/26/12

Client Representative Signature:  **Kenneth Clark**

Title: Acting County Judge

Date: 6/24/12

Summit 7 Systems Representative Signature: 

Title: President

AGENDA

ITEM

#14b



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request.	6/18/12	Department.	Information Tech				
Renewal Contract	No	Orgkey:	1101159100	Object Code:	5752005		
Contract Start Date		Vendor	Summit 7				
Contract End Date		Vendor No.	714542	Contract No:			
Description	SharePoint 2010 Branding and Design Implementation						
Contract # Issued By Purchasing	CMJ2159		Requested Legal Review		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
SharePoint/Web	5752005		43884				
Totals			43,884				
Total Cost	43,884						

Approved By \_\_\_\_\_ Date 6/19/12 Signature \_\_\_\_\_

Department Head \_\_\_\_\_

Purchasing Agent \_\_\_\_\_ 6-19-2012 \_\_\_\_\_

County Legal \_\_\_\_\_ 6/19/12 \_\_\_\_\_

Contract listed in Budget Documentation (Yes/No) Yes

County Budget Office \_\_\_\_\_ [Signature]



SharePoint 2010 Branding & Design Implementation  
Statement of Work and Services Agreement



Version 1.1  
14 May 2012

Prepared by  
Patrick Fleming

Summit 7 Systems, Inc.  
400 Voyager Way, Suite 400  
Huntsville, AL 35806  
(256) 585-6868  
[www.summit7systems.com](http://www.summit7systems.com)



## Project Overview and Contact Information

Client Name	Galveston County, Texas
Client's Point of Contact	Dale Williams Application Support Specialist Information Technology Galveston County (409) 765-2625 <a href="mailto:dale.williams@co.galveston.tx.us">dale.williams@co.galveston.tx.us</a>
Project Name	SharePoint 2010 Branding & Design Implementation
Engagement Duration	248 Hours
Engagement Location	Remote (Huntsville, AL)
Engagement Dates	Proposed date TBD
Assigned Resource(s)	Web Designer Senior Developer
Summit 7 Systems Main Point of Contact	Patrick Fleming, Vice President of Business Development 256-426-8153 mobile 256-429-3349 office



## Statement of work

Summit 7 Systems will execute a project to provide Client with the SharePoint 2010 Branding & Design implementation to reflect the requirements in the Branding & Design SRR previously provided

### Deliverables

- 1 Summit 7 Systems will provide branding for the SharePoint 2010 installation of the Galveston County public facing website which will be based upon the existing requirements definition and the design mockups developed during the wireframe and mockup phases
- 2 Summit 7 Systems will provide a farm deployable SharePoint 2010 branding solution package which will contain the following elements:
  - a 2 Master Pages and alternate CSS for them
  - b 0-2 Content Pages Layouts to include CSS as defined during the Wireframe design phase
  - c Navigation elements (Top Navigation and Page Navigation) as defined during the Wireframe design phase
- 3 Summit 7 Systems will provide a SharePoint 2010 branding solution that will provide anonymous access compatibility with the following browsers.
  - a Internet Explorer 9 0, 8 0, and 7 0
  - b Firefox (latest version)
  - c Chrome (latest version)
- 4 Summit 7 Systems will provide all necessary documentation relating to the developed SharePoint 2010 branding solution including a Project Completion Report



## Tasks and Estimated Level of Effort

Task	Estimated Hours	
	Task	Phase
<b>1 0 Create Branding Design</b>		<b>48</b>
1 1 Wireframes	16	
1 2 MockUps	16	
1 3 Sliced images and HTML	16	
<b>2.0 Create Public Site Master Page Total</b>		<b>16</b>
2 1 layout and position header elements	6	
2 2 layout and position footer elements	6	
2 3 style elements	4	
<b>3 0 Public Site CSS Creation Total</b>		<b>100</b>
3 1 Master Page general styles (nav, etc )	24	
3 2 Web Part styling	16	
3.3 Misc Style Tasks	40	
<b>4.0 Public Site Page Layout Creation Total</b>		<b>8</b>
4 1 layout structure creation	4	
4 2 style page layout	4	
<b>5 0 Accessibility Compliance</b>		<b>16</b>
5 1 Accessibility Kit for SharePoint	8	
5 2 Other compliance tasks	8	
<b>6.0 Public Site Initial and Regression Testing Total</b>		<b>16</b>
6 1 Accessibility Testing (WCAG)	4	
6 2 Test in all browsers	6	
6.3 Verify admin functionality in IE	6	
<b>7.0 Public site defect fixing (post-testing) Total</b>		<b>8</b>
7 1 correcting anything found in initial testing	8	
<b>8.0 Public Site Solution Packaging Total</b>		<b>20</b>
8 1 create and code features	8	
8 2 create modules for master page & page layouts	8	
8 3 misc. solution tasks and deploy testing	4	
<b>9 0 Public site defect fixing (post-delivery) Total</b>		<b>16</b>
9 1 correcting anything found by client post deploy	16	
<b>Total Estimated Hours</b>		<b>248</b>



## Services Agreement

The Client hereby retains the Company to provide SharePoint 2010 Branding & Design Implementation services

**Payment to Company:** The Company will be paid based on the Statement of Work and the attached quote, not to exceed \$43,884. This is a Time & Materials agreement and every effort has been made to provide Client with an accurate estimate. Client agrees that the actual amount may be less based upon actual client requirements. Client agrees to pay Company in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act.

**Independent Contractor:** Both the Client and the Company agree that the Company will act as an independent contractor in the performance of its duties under this contract and is not an employee, partner or agent of the Client. Accordingly, the Company shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Company's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business licenses fees as required.

Company has the right to perform services for others during the term of this Agreement. Company will furnish personal equipment and materials used to provide the services required by this Agreement, unless specified and agreed upon in written proposals. However, Company is never under any obligation to provide any software or any hardware to complete any duty under this contract unless specifically called out in the attached statement of work. Company will only work with fully licensed, legal copies of software. Refusal to work with licenses that are not in compliance with the software licensing agreement between the Client and the software manufacturer shall not constitute a breach of this contract.

In the event of an emergency, the Company has the right to send a qualified substitute consultant.

No specific hardware or software will be procured for this engagement.

**Customer Satisfaction.** In order to ensure long term customer satisfaction, Summit 7 Systems provides customer satisfaction surveys via email to our clients at the end of each engagement. These surveys are used to improve our customer response and sensitivity to the needs of our clients.

**Change Management Process:** Any changes to the agreed upon Statement of Work must be approved by both the Client and the Company Point of Contact listed above. Funding must be approved in writing by the client's finance team before work may commence on changes to the engagement.

**Confidential Information.** The Company agrees that any information received by the Company during any furtherance of the Company's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Company in full confidence and will



be not be revealed to any other persons, firms or organizations without first obtaining the Client's written permission. Company shall not be restricted in using any material which is publicly available, already in Company's possession or known to Company without restriction, or which is rightfully obtained by Company from sources other than Client. Likewise, the Client agrees that any information received by the Company during the consulting engagement is for use within the Clients' organization.

**Mitigation of Damages:** Client shall be obligated to mitigate damages in the event damage results from the reliance upon services provided by Company that were unsatisfactory. As a component of such mitigation of damages, but not limited to, Client shall fully advise Company of the error, defect or negligent act of Company immediately after it is discovered. Company shall then be given the opportunity to correct said error, defect or unsatisfactory act at no expense to Client. In the event the Company can demonstrate that said error, defect or unsatisfactory act was not related to the performance of Company's services, including media or hardware failure, Client shall pay Company for its time as is provided herein. Company is not responsible for loss of revenue or damages which result from media or hardware failure or other catastrophic event outside the control of Company. In the event that said error, defect or unsatisfactory act is the responsibility of the Company and Company is unable to correct the error, defect or unsatisfactory act, the Company's total extent of liability to the Client shall not exceed the funds paid company under this agreement.

**Mediation to settle disputes:** Client and Company agree to attend mediation in good faith before employing litigation to settle any dispute. Mediation will take place in Galveston County. The cost of which will be shared equally.

**Exclusive Agreement:** This Agreement supersedes all prior contracts and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced. A statement of work may be attached to this proposal from time to time.

**Severability:** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

**Headings:** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

**Applicable Law:** This Agreement will be governed by the laws of the state of Texas and venue shall lie in Galveston County. The district court of the state of Texas shall have sole jurisdiction over any dispute which arises under this Agreement and for which mediation has been unsuccessful, and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction. In any successful action to enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees and expenses incurred in such action.



**Cancellation Policy:** Company may invoice for up to one week of consultant time if client cancels or delays the engagement within 14 days of the first day of the contracted delivery date

**Agreement:** Both the Client and the Company agree to this contract



## Acceptance and Authorization

In witness whereof, the parties hereto each acting with proper authority have executed this Statement of Work, under seal

**Kenneth Clark**

Full name

**Michael Scott Edwards**

Full name

**Acting County Judge**

Title

**Practice Manager, Summit 7 Systems**

Title

*Kenneth Clark*

Signature

*Michael Scott Edwards*

Signature

**June 26, 2012**

Date

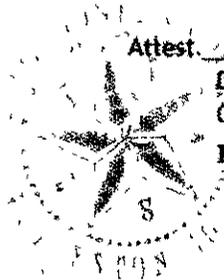
*06/26/12*

Date

Attest.

**Dwight D. Sullivan**  
County Clerk

By: *Brandy Chapman* Deputy  
**Brandy Chapman**





**eQuote**  
**eQuote Number: 62**

Payment Terms  
 Expiration Date 06/14/2012

**Quote Prepared For**

**Dale Williams**  
**Galveston County, Texas**  
 722 21st Street  
 Galveston, TX 77550  
 USA  
 Phone (409) 765-2625  
 dale.williams@co.galveston.tx.us

**Quote Prepared By**

**Patrick Fleming**  
**Summit 7 Systems**  
 300 Voyager Way, Suite 300  
 Huntsville, AL 35806  
 USA  
 Phone 256-429-3349  
 Fax  
 patrick.fleming@summit7systems.com

ITEM#	QUANTITY	ITEM NAME	UNIT PRICE	UNIT DISCOUNT	ADJUSTED UNIT PRICE	EXTENDED PRICE
<b>One-Time Items</b>						
1)	184	Senior Developer	\$225 00	\$22 50	\$202 50	\$37,260 00
2)	64	Web Designer	\$115 00	\$11 50	\$103 50	\$6,624 00
<b>One-Time Total</b>						<b>\$43,884.00</b>

**Comment:** Quote to provide Client with the SharePoint 2010 Branding & Design implementation to reflect the requirements in the Branding & Design SRR previously provided

**SubTotal \$43,884.00**  
**Total \$43,884.00**

Authorizing Signature \_\_\_\_\_

Date \_\_\_\_\_

AGENDA

ITEM

#15a



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	6/19/12	Department	County Clerk				
Renewal Contract	yes	Orgkey	2102-114020	Object Code.	5423701		
Contract Start Date	6/1/12	Vendor:	Southwest Solutions Group				
Contract End Date	5/30/12	Vendor No	704963	Contract No			
Description:	Scheduled Maintenance & Service Program for our Spacesaver Systems (Court filing systems)						
Contract # Issued By Purchasing	CM 11155			Requested Legal Review:	Yes _____ No _____		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
	2102	\$1980.00	\$1980.00	\$1980.00	\$1980.00		
Totals		-	-	-	-	-	-
Total Cost.		\$1,980.00					

	Approved By.	Date	Signature
Department Head	<i>[Signature]</i>		<i>[Signature]</i>
Purchasing Agent:	<i>[Signature]</i>	6/12/2012	
County Legal	<i>[Signature]</i>	6/13/2012	
Contract listed in Budget Documentation (Yes/No)			
County Budget Office	<i>[Signature]</i>	6/13/2012	



**SOUTHWEST SOLUTIONS GROUP**  
*business organization systems*

Mae Ross  
GALVESTON COUNTY  
601 Tremont  
Galveston, TX 77550  
Re Spacesaver Systems



Dear Mae

**SOUTHWEST SOLUTIONS GROUP**  
**SCHEDULED MAINTENANCE & SERVICE PROGRAM** for your  
SPACESAVER SYSTEMS

**Services to be performed by SSG authorized factory-trained personnel.**

**Inspection & Testing of:**

**Electric Systems**

- \* Safety Features
- \* Electrical Wiring & Switches
- \* Mechanical & Logical Controls
- \* Anti-Tip Devices
- \* Carriage Limit Switches
- \* Floor & Overall Operation
- \* Ease of Movement

**Mechanical Assist Systems / Manual Systems**

- \* Anti-Roll Locking Pin
- \* Turn-Handle Assembly
- \* Tension of chain on turn handle drive
- \* Mechanical Safety Features & Controls
- \* Shelving Anchors
- \* Ease of Movement
- \* Loose Hardware & Fasteners

**Lubrication & Adjustment of: (All Systems)**

- \* All Moving Parts, Chains & Rails
- \* Limit Switches

**General Maintenance & Cleaning of:**

- \* Floor & Tracks
- \* Face Panels & Controls

**Inspection Report:**

- \* Communication of inspection findings to the customer

**Scheduled Maintenance services will be performed on a scheduled basis of 1 per year. Covers all service calls thru out the effective dates of agreement.**

**PROPOSAL PAGE (Page 2 of 4)**

**Submitted to:**

Name GALVESTON COUNTY  
Contact Mae Ross  
Address 601 Tremont  
City, State, Zip Galveston, TX 77550  
Department Property Records Room 2600 & Court Room 2607  
Email Mae Ross@co.galveston.tx.us  
Phone # [1] (409) 766-2205

We propose to furnish the materials and perform the labor necessary for the completion of the Scheduled Maintenance & Service Program on Spacesaver System(s)

Model Spacesaver Powered 499-24-4878-4877 PMA #270

Location Property Records Room 2600 (7 carriages)

Location Court Room 2607 (4 carriages)

**Platinum (Scheduled Maintenance, Labor & Parts Program)**

- \* One Scheduled service inspection per year.
- \* Covers 100% of all Labor & Parts Service charges for repairs.
- \* Additional investment required for repairs performed outside of normal business hours

Annual Investment to insure the safety of your equipment: **\$1980.00**

To schedule service please call Paul Stanko at 800-803-1083 ext 9778 or via email [PStanko@southwestsolutions.com](mailto:PStanko@southwestsolutions.com) You can also request service from our website, [www.southwestsolutions.com](http://www.southwestsolutions.com) by clicking on the "request service" link at the top of the page

**Other Notes (Page 3 of 4)**

- 1) Scheduled Maintenance, service and repair calls are only provided during normal work hours, Monday thru Friday, 8 a.m. to 5 p.m. This excludes Saturday, Sunday, and company holidays. **Southwest Solutions Group** may agree upon optional abnormal hours and days with additional costs
- 2) *NOTE: Program does not cover repair caused by act of God, vandalism or misuse.*
- 3) **Replacement Parts: Southwest Solutions Group** does not assume the responsibility for delays or failure to furnish parts or service when the inability to furnish same is caused by acts of God or government, labor difficulties, failure of transportation, misuse of equipment, or operational errors and causes beyond the control of Southwest Solutions Group. Components of the equipment or system purchased from or installed by others than **Southwest Solutions Group** will be excluded from this agreement
- 4) Note Invoice will follow with the terms Due upon Receipt, or GALVESTON COUNTY can provide a VISA, Master Card or American Express #, expiration date, and full name on card for payment

718  
in accordance with terms  
and provisions  
of the  
Texas  
Prompt  
Payment  
Act

- It is suggested that to maintain your system, you perform certain routine periodic housekeeping duties outlined at the time of installation of the Spacesaver System.
- The customer is responsible for foreign matter and debris that falls into areas that may hinder or damage and result in equipment failure
- The customer agrees to give reasonable notice to **Southwest Solutions Group** for normal hours servicing
- If equipment, under the Agreement, is moved, transported or tampered without Southwest Solutions Group's supervision, this Agreement will become null and void without refund

**ACCEPTANCE PAGE FOR SPACESAVER SERVICE AGREEMENT**

(page 4 of 4)

*GALVESTON COUNTY Justice Center  
(Property Records Room 2600 & Court Room 260)*

Program effective dates 6/1/2012 thru 5/30/2013

***Annual Scheduled Maintenance & Labor Program \$1,980.00***

*One scheduled PM \* Covers 100% Labor & Parts charges for service calls*

When accepted please authorize below and return a copy to Southwest Solutions Group via fax (888) 980-8177 to the attention of KIM WINDHAM, retain original for your records

Accepted by 

Date. 6/26/12

**Kenneth Clark**

Title Acting County Judge

Bill To Address \_\_\_\_\_

Attention Accounts Payable Purchase Order # if appropriate \_\_\_\_\_

City, State, Zip \_\_\_\_\_

If paying by VISA, Master Card or American Express:

C/C #. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Full Name On Card \_\_\_\_\_

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at [www.southwestsolutions.com](http://www.southwestsolutions.com) for more products & services

Sincerely,

Kim Windham

972-331-8880 or 888-241-7494 direct

972-250-2229 or 888-980-8177 fax

[kwindham@southwestsolutions.com](mailto:kwindham@southwestsolutions.com)

Dallas  
1355 Excel Pkwy  
Ste 300  
Addison TX 75001  
(972) 250-1970  
(972) 250-2229 fax

Oklahoma City  
7718 N Robinson Ave  
Suite A21  
Oklahoma City, OK 73116  
(405) 879-3448  
(405) 879 3770 fax

Houston  
6105 Britmoore Rd  
Houston, TX 77041  
(713) 467-4454  
(713) 467-4484 fax

Austin  
600 Round Rock W Dr  
Ste 604  
Austin TX 78681  
(512) 336-1328  
(512) 336-1358 fax

San Antonio  
5123 N Loop 1604 W,  
Suite 100  
San Antonio, TX 78249  
(210) 558-6988  
(210) 691 2238 fax

AGENDA

ITEM

#16



# 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



June 7, 2012

RECEIVED  
JUN 19 2012

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

GALVESTON COUNTY JUDGE

RE **CLERICAL ERROR**

Request for Refund of Penalty & Interest  
9700-1100-0000-002  
IPC Holdings Co LP

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property regarding the above-referenced account They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

<u>Account #</u>	<u>Years</u>	<u>Refund</u>
9700-1100-0000-002	2011	\$108 09

Sincerely,

Cheryl E Johnson



# GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste A Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

May 7, 2012

Galveston County Tax Office  
P.O. Box 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 9700-1100-0000-002 / R190791

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2010 & 2011 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

A handwritten signature in black ink, appearing to read "David Arnold", is written over a horizontal line.

David Arnold

Director – G I.S. / Mapping



# 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  
JUN 19 2012

June 7, 2012

GALVESTON COUNTY JUDGE

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

RE **CLERICAL ERROR**

Request for Refund of Penalty & Interest  
H3351-0005-0003-000  
Brian A Pruet

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 attorney fees on the above referenced tax account, as listed below, due to a clerical error

Mr Pruet claims he did not receive a bill We received a November ownership change after the certified roll was loaded and a statement was not mailed according to policy This is a clerical error

<u>Account #</u>	<u>Years</u>	<u>Refund</u>
H3351-0005-0003-000	2011	\$189 85

Sincerely,

*Cheryl E Johnson*  
Cheryl E Johnson

BRIAN A. PRUETT  
1111 N. LOOP WEST #1140  
HOUSTON, TX 77008  
Chemdata1@aol.com  
713-459-7787

April 16<sup>th</sup>, 2012

RECEIVED  
APR 25 2012

GALVESTON COUNTY JUDGE

COMMISSION'S COURT  
GALVESTON COUNTY  
PO BOX 1169  
GALVESTON, TX 77553

TO WHOM IT MAY CONCERN:

**RE: CITY OF FRIENDSWOOD TAX ACCOUNT: H335100050003000**  
**3214 DUCHESS PARK LN, FRIENDSWOOD, TX 77546**

DEAR SIR OR MADAAM,

I am writing you today to request a refund of \$189.95, which consists of interest and a penalty that I was charged (and paid for) on the above account.

I purchased this property in June of 2011, but the taxing authorities and your office did not get the correct name and address from the title company until November 8, 2011. Since this was after our 2011 tax bills went out, I never received the 2011 tax bill.

Today, when doing my taxes, I notice the lack of payment, and immediately contacted your office for the amount due (in the past, my prior properties had City taxes collected by Harris County) and made the appropriate payment due with interest and penalties over the phone with your agency.

As a result, I respectfully request a refund due to the lack of proper notification by the title company to you of the correct owner's name and address, and thus, me never receiving the original bill.

Thank you for your consideration.

Sincerely,

  
Brian A. Pruett

Prev Account Next Account Prev Owner Next Owner Acct History Status Single D Go To:

KELLYM  
ACT8006 v1 219

05/10/2012 15:07:35  
GCTO\_PROD

STATUS DETAIL

Account Information: Account No. [REDACTED] Roll Code REAL PROPERTY  
 Certified Owner: BRUETT BRIAN A  
 Address Line: 1111 NORTH LOOP W STE 1140  
 Amount Due as of: 05/10/2012 Owner No. 0  
 Amount Due/Paid Information: [REDACTED]

Tax Units: Tax Unit Description: [REDACTED]  
 List of Tax Units: [REDACTED]  
 Tax Unit, Yr, Rec. Type: [REDACTED]  
 Tax Unit: [REDACTED]  
 Year: [REDACTED]  
 Rec Type: [REDACTED]

Year	Appr. Value	H	O	V	D	Exemption	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2010	\$385,544	Y			0	Exemption	\$1,711.04	\$1,711.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$366,420	Y			0	Exemption	\$1,699.31	\$1,699.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$356,420	Y			0	Exemption	\$1,699.31	\$1,699.31	\$0.00	\$0.00	\$152.94	\$0.00	\$0.00
2007	\$395,300	Y			0	Exemption	\$1,822.81	\$1,822.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	\$0				0		\$969.43	\$969.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	\$0				0		\$364.15	\$364.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						Exemption							
						Exemption							
Totals							\$8,892.89	\$8,892.89	\$0.00	\$0.00	\$342.78	\$0.00	\$0.00

Last Payment Date: [REDACTED]  
 Last Payer: [REDACTED] Alert: [REDACTED]

18985-2011

Name Change 11-8-11 - no bill sent.



**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  
 JUN 19 2012

June 6, 2012

GALVESTON COUNTY JUDGE

Mark Henry  
 Galveston County Judge  
 722 Moody  
 Galveston, Texas 77550

Re CLERICAL ERROR  
 1511-0003-0010-000  
 Stephen Culling

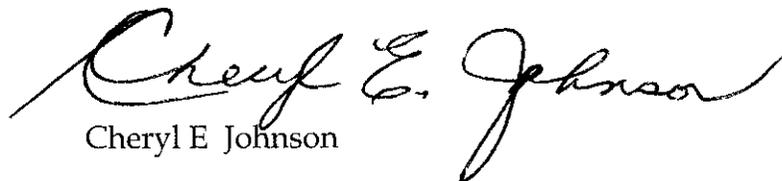
Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following account for the above referenced property owner, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

<u>Account number</u>	<u>Year</u>	<u>Amount</u>
1511-0003-0010-000	2011	\$ 345.97

Sincerely,

  
 Cheryl E. Johnson



# GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste A Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

June 5, 2012

Galveston County Tax Office  
P O. Box 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 1511-0003-0010-000/R429918 STEPHEN CULLING  
To Whom It May Concern

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2011 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

A handwritten signature in cursive script that reads "Sharon Marullo".

Sharon Marullo  
Director – Data Processing

2-17-12

RECEIVED  
FEB 23 2012

GALVESTON COUNTY JUDGE

Judge Mark Henry,

Sir, I own the property at 1724 Cranston Grove Dr. Dickinson, TX. I purchased this property in November 2010.

I had not received a copy of my property taxes for 2011 and recently called to check on it. I learned that I owed a late charge of \$321.92. When I inquired why I had not received a bill from the County, the tax worker Elizabeth Lemons informed me that the bill had been requested by and sent to a mortgage company that was not mine. Also, I have not received notice of a bill or notice of delinquency. Ms. Lemons suggested that I take the following actions.

I am paying the taxes that I owe immediately, but would respectfully request that you cancel the delinquency charge due to the fact that the information was sent to what I assume is the previous owner's mortgage company.

Sincerely,

Steve Culling

1724 Cranston Grove Dr.

Dickinson, TX 77539

409 739-3364

*Confidential Act.*

File and Folder

Rename							
Move this	MULT	MULT		03/01/1109:43	AMOWNER1	1	1
Copy this	**EOF**						
Publish this	R131320	0002-0041-0000-000	00052709	TRIUMPH CHRISTIAN CENTER SOUTH	3500	GULF	
E-mail this	R135024	0003-0009-0000-000	0436156	NESLINE BARBARA A	%	ERIC NES	
Print this	R155214	0013-0078-0000-000	00052360	GONZALES DIANE	5672	SUGA	
Delete this	R1814.			INGS BART & MADELINE	806	STUDI	
Other Place	R1815	Find what 1511 0003-0010-000	Find Next	INGS BART & MADELINE	806	STUDI	
Desktop	R1572.		Cancel	GE RONALD S & ASHLIE F	2020	RYMA	
My Documents	R1678	<input type="checkbox"/> Match case	Direction	V SCOTT M & MARIE T	202	CHEST	
My Computer	R4115		<input type="radio"/> Up <input checked="" type="radio"/> Down	HARDS MATTHEW C & JESSIE	6327	PEARS	
My Network Places	R170980	0034-0062		ERAL NATIONAL MORTGAGE ASSOC	14221	DAL	
Details	R294739	0034-0062		LACE DARRELL L & TAMARA M	5121	CANA	
GGAFEB11	R520237	0048-0003		KWOOD MIKE JR & MICHELE	311	LILAC	
Text Document	R518210	0048-0023		RIGUEZ MICHAEL	7507	PIGE	
Date Modified	01, 2011, 2: R388868	0052-0001		UBON VILLAGE-GILCHRIST LLC	PO BOX	285	
Size: 2.62 MB	R389032	0052-0009-0000-007	0188299	COUNTY-GALVESTON			

Cannot find "1511-0003-0010-000"

OK

Ln 1, Col 1



Notes

0	1.00	2011	90010578	HOMESELECT SETTLEMENT SC	
		2010	90010578	HOMESELECT SETTLEMENT SC	
REAL PROPERTY					

2011	N	10TX0751	
2010	A	10TX0751	
2008	A	10TX0751	

08/22/2011
223



# 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  
JUN 19 2012

June 8, 2012

GALVESTON COUNTY JUDGE

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

**RE: Clerical Error Waiver**  
Tax Accounts 3505-0030-0009-000  
West Point Missionary Baptist Church

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax accounts, as listed below

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

<u>Account Number</u>	<u>Year</u>	<u>Refund</u>
3505-0030-0009-000	1998	\$2,291.26

Sincerely,

  
Cheryl E Johnson



## **GALVESTON CENTRAL APPRAISAL DISTRICT**

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591  
Telephone: (409) 935-1990 or toll free (866) 277-4725  
Fax: (409) 935-4319

March 12, 2012

Galveston County Tax Office  
P.O. Box 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 3505-0030-0009-000 / R100381

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 1996-1998 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

A handwritten signature in black ink, appearing to read "David Arnold", written over a horizontal line.

David Arnold  
Director - G.I.S. / Mapping

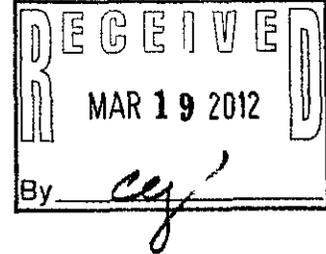


# West Point Missionary Baptist Church

3003 Avenue M Post Office Box 657  
Galveston, Texas 77553  
(409) 762-5642

*Kerry W. Tillmon, Pastor*

March 19, 2012



To: Cheryl Johnson  
Galveston County Tax-Assessor/Collector

Reference: Tax Waiver Account #3505-0030-0010-001

Dear Members of the Galveston County Commissioners Court,

This letter is being sent to you in reference to the account listed above in the name of West Point Missionary Baptist Church.

We are requesting a waiver on all penalties and interest associated with the taxes that occurred 2007-2011. In 2007 our mailing address was changed from P. O. Box 657, Galveston, Texas 77553 to 11137 Chalsea Lane, Hampton, Georgia 30228 without the authorization of Pastor Kerry W. Tillmon, trustees or the congregation.

This letter is not being sent as an excuse for the delinquent taxes, but only as explanation.

Appropriate steps to elevate the back taxes of the said property are presently in the process of being resolved.

Should you have any questions, please feel free to contact the church office at the above number.

Sincerely

Deacon Esse J. Sandles  
Administrative Assistant

/FS

cc: Mark Henry, County Judge  
Galveston County Commissioners Court

E-Mail: [kwtilmon@sbcglobal.net](mailto:kwtilmon@sbcglobal.net)

Fax Line: (409)762-5862

AGENDA

ITEM

#17a

**NO  
BACK – UP  
PROVIDED**

AGENDA

ITEM

#17b



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request:	6/20/12	Department	NEW CONSTRUCTION/FACILITIES				
Renewal Contract		Orgkey:	2994 299522	Object Code:	5481000		
Contract Start Date	6/26/12	Vendor:	CURRIE BUILDING DESIGN				
Contract End Date	12/31/12	Vendor No	711407	Contract No			
Description:	PRODUCTION OF ALL ARCHITECTURAL CONSTRUCTION docu. MEETS						
Contract # Issued By Purchasing	CM12161		Requested Legal Review		Yes _____ No _____		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Disaster Recovery-like	2994	\$877,579					
Totals:		-	-	-	-	-	-
Total Cost:	\$12,500. <sup>00</sup>						

Approved By	Date	Signature
Department Head:		
<i>Thomas D. Anderson</i>	6/20/2012	<i>[Signature]</i>
Purchasing Agent:		
	6-21-2012	<i>[Signature]</i>
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office: *[Signature]* 6/21/12



Currie Building Design

June 19,2012

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

Re: Various projects related to renovations of the Old North Jail and Courthouse Annex complex at 722 Moody

Judge Henry,

Currie Building Design is pleased to provide you with this proposal for architectural construction document coordination services for the above referenced projects

#### Scope of Project

Large portions of the project were designed by Jacobs/Carter Burgess with sealed drawings delivered for construction. These drawings need to be modified for newer accessibility codes and coordinated with complete specifications. The portions of those drawings that are revised will be identified and sealed by either W. Michael Steffey or J. Dudley Anderson to complete the work.

The projects include renovation of storm damage and other remodeling to the existing old North Jail, Courthouse Annex, and old South Jail that are unoccupied at Galveston County's 722 Moody campus.

#### Scope of Services

Currie Building Design will work closely with the County Architect and W. Michael Steffey, Architect in the production of all architectural construction documents including schedules, plans, elevations, sections, and details. Currie Building Design may also coordinate with the mechanical, electric, and plumbing engineering design for the complex under a separate agreement with the Engineer of record.

Compensation

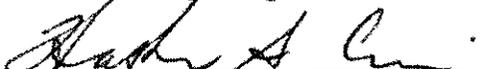
Each portion of the project has a separate funding source and the work will be apportioned as per the following table.

Records Storage - Upper floors Galveston Co. Old Jail	\$2,250.00
FEMA PW 15061 - Galveston Co. Old Jail	\$3,500.00
FEMA PW 15061 - Galveston Co. Old Courthouse Annex	\$2,250.00
Galveston Co. Old Courthouse Annex - Second Floor	\$2,250.00
FEMA PW 14465 - Hydraulic Elevator in the Galveston County Courthouse North Jail (5 stop)	\$750.00
FEMA PW 14498 - Hydraulic Elevator in the Galveston County Courthouse Annex (2 stop)	\$750.00
FEMA PW 14499 - Hydraulic Elevators in the Galveston County Courthouse Jail - Parking Garage	\$750.00
Total Fee	\$12,500.00

Execution

This agreement shall not become effective until executed by all parties hereto

Currie Building Design

  
Heather A. Currie

6/19/2012  
Date of execution

Galveston County

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Date of execution

Attest:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

\_\_\_\_\_  
Date of execution

AGENDA

ITEM

#17c



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request	6/20/12	Department	NEW CONSTRUCTION / FACILITIES				
Renewal Contract		Orgkey	2994 299522	Object Code:	5481000		
Contract Start Date	6/26/12	Vendor	MICHAEL STEFFEY				
Contract End Date	12/31/12	Vendor No	712009	Contract No			
Description	ARCHITECT SERVICES						
Contract # Issued By Purchasing	CM12160		Requested Legal Review.			Yes	No
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Disaster Recovery-1k	2994	\$877,579					
Totals		-	-	-	-	-	-
Total Cost	\$17,000.00						

Approved By	Date	Signature
Department Head		
<i>James L. Anderson</i>	6/20/2012	<i>[Signature]</i>
Purchasing Agent		
	6-21-2012	<i>[Signature]</i>
County Legal		
Contract listed in Budget Documentation (Yes/No)		
County Budget Office.		
<i>[Signature]</i>	6/20/2012	

W. Michael Steffey, Architect  
129 Tejas trail  
Grapeland, Texas 75844

June 19, 2012

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

Re: Various projects related to renovations of the Old North Jail and Courthouse Annex complex at 722 Moody.

Judge Henry,

W. Michael Steffey, Architect is pleased to provide you with this proposal for architectural construction document coordination services for the above referenced projects.

#### Scope of Project

Large portions of the project were designed by Jacobs/Carter Burgess with sealed drawings delivered for construction. These drawings need to be modified for newer accessibility codes and coordinated with complete specifications. The portions of those drawings that are revised will be identified and sealed by either W. Michael Steffey or J. Dudley Anderson to complete the work.

The projects include renovation of storm damage and other remodeling to the existing old North Jail, Courthouse Annex, and old South Jail that are unoccupied at Galveston County's 722 Moody campus.

#### Scope of Services

W. Michael Steffey will assist the County Architect with schematic design and production of all architectural construction documents including schedules, plans, elevations, sections, and details. He will also coordinate the mechanical, electric, and plumbing engineering design for the complex.

W. Michael Steffey will provide edits to the drawings for a third party drawing service to complete.

Compensation

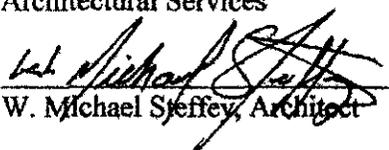
Each portion of the project has a separate funding source and the work will be apportioned according to the following table.

<b>Records Storage upper floors Galveston Co. Old Jail</b>	<b>\$3,000.00</b>
<b>FEMA PW 15061 - Galveston Co. Old Jail</b>	<b>\$5,000.00</b>
<b>FEMA PW 15061 - Galveston Co. Old Courthouse Annex</b>	<b>\$5,000.00</b>
<b>Galveston Co. Old Courthouse Annex - Second Floor</b>	<b>\$2,000.00</b>
<b>FEMA PW 14465 - Hydraulic Elevator in the Galveston County Courthouse North Jail (5 stop)</b>	<b>\$667.00</b>
<b>FEMA PW 14498 - Hydraulic Elevator in the Galveston County Courthouse Annex (2 stop)</b>	<b>\$667.00</b>
<b>FEMA PW 14499 - Hydraulic Elevators in the Galveston County Courthouse Jail - Parking Garage</b>	<b>\$666.00</b>
<b>Total Fee</b>	<b>\$17,000.00</b>

Execution

This agreement shall not become effective until executed by all parties hereto

Architectural Services

  
\_\_\_\_\_  
W. Michael Steffey, Architect

6/19/12  
\_\_\_\_\_  
Date of execution

Galveston County

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Date of execution

Attest:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

\_\_\_\_\_  
Date of execution

AGENDA

ITEM

#17d1



**Galveston County**  
**722 Moody Ave Galveston TX 77550**

**Change Order to the Agreement Between Galveston County and the Construction  
Manager Agent**

**04**

Project .. . . . . **Animal Resource Center**  
Proposal Number .. . . . . **B101005**  
PO Number .. . . . . **C005711**  
Date .. . . . . **May 8, 2012**

Trade Contractor     **Ardent Construction LLC**  
                              **133 N Friendswood Dr. # 300**  
                              **Friendswood, Texas 77546**  
Attn                     **Larry Brown**

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions and are more fully described below. The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor.

**Description of Work:**

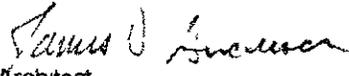
- |                    |  |    |                 |
|--------------------|--|----|-----------------|
| 1                  | Additional General Conditions for completion of remodel of existing building | \$ | 20,000          |
| 2                  | Ellis Surveying – Elevation Certificate                                      |    | 800             |
| <b>Total .....</b> |  |    | <b>\$20,800</b> |

**Notes:**

This Change Order is caused by a several factors & decisions on this project.

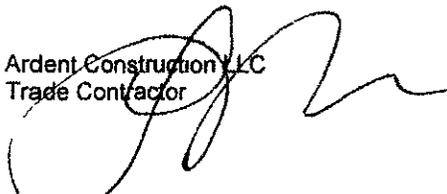
- 1 Additional contract time for remodeling of existing building. Work not in original scope of services but included as an allowance in budget

Original Contract Sum	\$368,024
Authorized Changes Prior to this Change Order	\$60,698.07
Contract Sum Prior to this Change Order	\$428,722.07
Contract Sum will be <i>increased</i> by this Change Order	20,800.00
Contract Sum	<b>\$449,522.07</b>

  
Architect

7/2/2012  
DATE

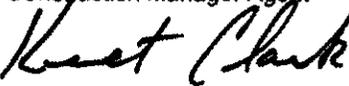
Ardent Construction, LLC  
Trade Contractor



DATE  
7/2/12

xxxxxxx  
Construction Manager Agent

DATE



~~Mark Henry, County Judge~~  
Galveston County  
**Kenneth Clark, Acting County Judge**

6/26/12  
DATE



Ellis Surveying Services

P O Box 890527  
Houston, TX 77289-0527  
Phone 409-938-8700

# Invoice

Date	Invoice #
5/14/2012	2012-8741

Bill To
ARDENT CONSTRUCTION ATTN LARRY BROWN 405 LAUREL FRIENDSWOOD TX 77546

P O No	Terms	Project

Quantity	Description	Rate	Amount
4	4 ELEVATION CERTIFICATES OF THE NEW GALVESTON COUNTY ANIMAL SHELTER IN TEXAS CITY, TX	200.00	800.00
	Sales Tax	8.25%	<del>66.00</del>
	<p style="text-align: center;">9017</p> <p style="text-align: center;">11007</p> <p style="text-align: center;">✓</p>		<p style="text-align: right;">\$800.00</p>
		<b>Total</b>	886.00

AGENDA

ITEM

#17d2



Contract Sum will be increased by this Change Order	\$2,696.76
Contract Sum	\$77,921.76

Architect

*James B. Arden*

pending  
DATE

7/2/2012

Strommen Painting and Enterprises, Inc  
Trade Contractor

*Chris B. Strommen*

pending  
DATE

6/7/2012

Ardent Construction LLC, Larry Brown  
Construction Manager Agent

*[Signature]*

pending  
DATE

6/12/12

~~Mark Henry, County Judge~~  
Galveston County

*Kenneth Clark*

pending  
DATE

6/26/12

Kenneth Clark, Acting County Judge

AGENDA

ITEM

#17d3



**Galveston County**  
**722 Moody Ave Galveston TX 77550**

**Change Order to the Agreement Between Galveston County and the Trade Contractor**

**02**

Project Roofing @ Animal Resource Center 09-016  
Proposal Number B101038  
PO Number C102713 <sup>096</sup> 102540  
Date May 6 ,2012

---

Trade Contractor John A Walker Roofing CO Inc  
415 Main Street  
LaMarque, Texas 77568  
Attn John A Walker III, Vice President

---

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions and are more fully described below. The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County the Construction Manager, and the Trade Contractor

---

**Description of Work**

1. Repair Gable end of existing building	\$ 1,190.00
2. Repair existing roof @ old shelter	\$ 1,634.00
<b>Total Change</b>	<b>\$ 2,824.00</b>

**Notes.**

Add for work to existing building

Original Contract Sum	\$284,720.76
Authorized Changes Prior to this Change Order	(\$12,275)
Contract Sum Prior to this Change Order	\$272,445.76
Contract Sum will be <del>reduced</del> by this Change Order	\$ 2,824.00
Contract Sum <b>INCREASE</b>	<b>\$275,269.76</b>

*[Signature]*  
Architect

7/2/2012  
pending  
DATE

John A Walker Roofing Co, Inc  
Trade Contractor

pending  
DATE  
6/7/2012

*[Signature]* JOHN A WALKER, III  
VICE PRESIDENT

Ardent Construction LLC, Larry Brown  
Construction Manager Agent

pending  
DATE  
6/12/12

*[Signature]*

Mark Henry County Judge  
Galveston County

pending  
DATE

*[Signature]*

6/26/12

Kenneth Clark, Acting County Judge

AGENDA

ITEM

#17e1



**Galveston County**  
**722 Moody Ave Galveston TX 77550**

**Change Order to the Agreement Between Galveston County and the Trade Contractor**

**02**

Project . . . . . **Mid County Annex**  
Proposal Number . . . . . **B101075**  
PO Number . . . . . **C102476**  
Date . . . . . **June 26, 2012**

Trade Contractor: JW Kelso Company, Inc  
7225 Harborside Drive  
Galveston, Tx 77554  
Attn: John W Kelso, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions and are more fully described below. The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

**Description of Work:**

- 1 COP 2476-38 dated 01/31/12 rev 6/8/12 - Add new hardware set and replace wood door 388B with new door prepped for new panic hardware at request of Fire Marshal. Add new hardware set and replace single leaf of stainless steel door 391B prepped for new panic hardware at the request of Fire Marshal. Work required as per Occupancy Inspection Cost . . . . . \$4,644 05
- 2. COP 2476-39 dated 12/22/11 - Add for various time and material tickets per the direction of County Architect . . . . . Cost \$10,188 41
- 3 COP 2476-41 dated 01/20/12 - Add drywall furr down for ductwork under mezzanine in Sector N . . . . . Cost \$4,120 96

4	COP 2476-42 dated 02/15/12 - Add for various time and material tickets per the direction of County Architect	Cost.	\$9,881 61
5	COP 2476-43 dated 02/16/12 - Add for various time and material tickets per the direction of County Architect	Cost	\$4,270 12
6	COP 2476-44 dated 03/13/12 - Add include door 302B	Cost..	\$6,686 74
7	COP 2476-45 dated 03/13/12 - Add for various time and material tickets per the direction of County Architect	Cost	\$10,493 60
8	COP 2476-46 dated 03/13/12 - Add for various time and material tickets per the direction of County Architect	Cost	\$731 57
9	COP 2476-47 dated 03/20/12 - Add closers and revise hardware sets per 3/8/12 revision	Cost ....	\$5,510 39
10	COP 2476-48 dated 04/09/12 - Add for frame revision to F3 window at Sector M	Cost	\$662 29
11	COP 2476-49 dated 04/19/12 - Add for repair (re-laminate) to damaged doors - AEA 30 - \$1,625.65 out of Contingency	Cost	\$0
12	COP 2476-50A dated 04/25/12 - Add for patch to door frames to doors in cross corridor w/o security hardware - AEA 31 - \$44.51 out of Contingency	Cost	\$0
13	COP 2476-50B dated 04/25/12 - Add for patch to door frames to doors in cross corridor w/o security hardware - \$44 51 out of Contingency	Cost	\$905 94
14	COP 2476-51 dated 06/07/12 - Add for allowable OH&P on COP 2476-14 outside of original allowance	Cost	\$3,081 18
15	SubTotal		\$61,176.86

Original Contract Sum	\$3,069,150 00
Authorized Changes Prior to this Change Order	\$158,693 92
Contract Sum Prior to this Change Order	\$3,227,843 92
Contract Sum will be <b>increased</b> by this Change Order	\$61,176.86
Contract Sum	\$3,289,020.78

Architect. *James D. Anderson* . . . . . 7/2/2012 DATE  
 J Dudley Anderson

Trade Contractor *[Signature]* . . . . . 6/14/12 DATE

Construction Manager Agent *Mill Wood* . . . . . 6/18/12 DATE  
 Hugh Patrick Constructors, Inc

Galveston County . *Kent Clark* . . . . . 6/26/12 DATE  
~~Mark Henry, County Judge~~  
 Kenneth Clark, Acting County Judge

**J.W. KELSO COMPANY, INC.**

P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266

(Fax) (409) 740-0268

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-38</b>
------------------------------	--------------------

<b>PROJECT</b> Mid County Annex <b>COP NO</b> 2476-38 <b>DATE QUOTED</b> 01/31/12	<b>PROJECT NO</b> 205 <b>ARCH PROJECT NO</b> <b>DAYS ALLOWED FOR APPROVAL</b> <b>EXPIRATION DATE</b> 01/31/12 <b>REQUESTED EXTENSION OF TIME IN DAYS</b>
<b>TO:</b> Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	

**DESCRIPTION**

Add New hardware set and replace wood door 388B with new door prepped for new panic hardware as directed by Fire Marshall

Add New Hardware Set and ~~replace~~ *Prep Existing* Single Leaf of Stainless Steel Door set 391B prepped for new panic hardware as directed by Fire Marshall

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<div style="font-size: 2em; font-weight: bold; margin-bottom: 20px;">#1</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">REVISED</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">TO</div> <div style="font-size: 2em; font-weight: bold;">\$4644.05</div>		
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		\$3,894 26

APPROVAL
<b>NAME</b> _____ <b>ARCH</b> _____ <b>DATE</b> _____ <p style="text-align: center; margin-top: 10px;"><b>SEND COPIES TO</b></p>

J W KELSO COMPANY, INC
<b>BY</b> _____ J P Nitsch, Project Manager <b>DATE</b> 1/31/12

	<b>SUB SUBTOTAL</b>	\$3,894 26
<b>INSUR &amp; BOND</b>	3 25%	\$126 56
		\$0 00
		\$0 00
		\$0 00
<b>SUBTOTAL</b>		\$4,020 82
<b>OVERHEAD</b>	10%	\$402 08
<b>SUBTOTAL</b>		\$4,422 90
<b>PROFIT</b>	5%	\$221 15
<b>TOTAL COP AMOUNT</b>		<b>\$4,644 05</b>

**J.W. KELSO COMPANY, INC.**  
**Change Order Proposal No. : 2476-38**  
**Work Breakdown Page 1**

Project: Mid County Annex  
 Project No.: 205  
 Date 01/31/12

Cost Code & Description	Unit Costs					Extended Costs				
	Quantity	Material	Labor	Equip	Other	Material	Labor	Equip	Other	
Hardware (2 New Panic Devices)	1	\$1964.00		\$50.00		\$1,964.00	\$0.00	\$50.00	\$0.00	
Stainless-Steel Door	0	\$1926.00		\$25.00		\$0.00	\$0.00	\$0.00	\$0.00	
Wood Door	1	\$568.63		\$10.00		\$568.63	\$0.00	\$10.00	\$0.00	
Prep Existing SS Door	8		\$62.50	\$12.00		\$0.00	\$500.00	\$96.00	\$0.00	
Remove and Install new Wood door	2		\$54.86			\$0.00	\$109.72	\$0.00	\$0.00	
Disposal and Clean Up	1		\$50.00			\$0.00	\$50.00	\$0.00	\$0.00	
Forman	1		\$100.00			\$0.00	\$100.00	\$0.00	\$0.00	
<b>Sales Tax</b>						\$0.00	\$433.04	\$12.87	\$0.00	
<b>Page 1 Subtotals</b>						\$2,532.63	\$1,192.76	\$168.87	\$0.00	
<b>Page 1 Overhead on Work Breakdown</b>									\$0.00	
<b>Page 1 Total Work Breakdown</b>									\$3,894.26	

Overhead

# DOOR COMPONENTS, L.P.

dba DOOR PRO SYSTEMS

6711 BINGLE ROAD HOUSTON, TEXAS 77092  
(713) 462-0860 Fax (713) 462-0861

# CHANGE PROPOSAL

DATE December 7, 2011

TO JW Kelso Company  
7225 Harborside  
Galveston, TX 77550  
ATTN JP NITSCH  
FAX 409-740-0268

REF Phone Call 12/01/11  
JOB NAME Galveston County Mid County Annex  
JOB NO 11-019

DOOR PRO SYSTEMS IS PLEASED TO PROVIDE THE FOLLOWING QUOTATION

## CHANGE ADD EXIT DEVICES

Heading # 8.1

1 PR DOORS 392 EXTERIOR FROM MECH ROOM 392 90-RHR/LHR

3/0 X 8/0 X 1 3/4 SSF/SSD  
HW SET 8

2	CONTINUOUS HINGE	662HD UL X 95"	AL	ST	CH5
2	FLUSH BOLT	3917-12	626	TR	FBI
2	SURFACE BOLT	3923	630	TR	SB1
1	LOCKSET	45H-7D14N STD	RHR 630	BE	L2
2	DOOR CLOSER	D-4550 HCS SN	689	RY	C2
2	SWITCH	7764		LO	EC1
1	WEATHERSTRIP	700 SA X 72"		NA	W1
2	NEOPRENE GASKETING	700 EN X 96"		NA	W8A
2	DOOR BOTTOM	95 WH X 36"		NA	W2
1	DRIP CAP	16 A X 76"		NA	W4

\*\*\*\*\*

NOTE SURFACE BOLTS MOUNTED TOP AND  
BOTTOM OF INACTIVE LEAF.

\*\*\*\*\*

1 EXIT DEVICE 2108 X 4908D S459 RHR 630 PR ED17

\*\*\*\*\*

ADD S459 STRIKE FOR PAIRED DOORS WITHOUT  
A MULLION.

\*\*\*\*\*

Heading # 118A

1 SGL DOOR 388B CORRIDOR 388 FROM MECH ROOM 392 90-RHR

3/0 X 7/0 X 1 3/4 ALF/WD  
3/4 HR "C" LABEL  
HW SET 118

3	HINGES	CB191 4 1/2 X 4 1/2	US32D	ST	H1
		NRP			
1	LOCKSET	45H-7R14N STD	RHR 630	BE	L6
1	DOOR CLOSER	D-4550 CS SN	689	RY	C1

1	KICK PLATE	KO050 10" X 34" CSK B4E	630	TR	KP3
1	WALL BUMPER	1270CVSV	626	TR	S2
1	EXIT DEVICE	FL 2108 X 4908D	RHR 630	PR	ED18

**\*\*Contractor will field modify existing doors and frames**

	WD	HM DOOR	HM FRAME	HDWE	ALUM FRAME
MATERIAL COST	\$397 50	\$0 00	\$0 00	\$1,429 00	\$0 00
PACKING/CRATING/FREIGHT CHARGES	\$87 65	\$0 00	\$0 00	\$85 00	\$0 00
MACHINE SET-UP CHARGE	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
U L LABELS	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
PUNCH & DIMPLE COST	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
PLAN REVIEW	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
FACTORY MINIMUM ORDER	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
GRAND AND MASTERKEYING	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
EXPEDITING CHARGES	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
SUBTOTAL	\$485 15	\$0 00	\$0 00	\$1,514 00	\$0 00
10 % OVERHEAD	\$39 75	\$0 00	\$0 00	\$0 00	\$0 00
SUBTOTAL	\$524 90	\$0 00	\$0 00	\$1,514 00	\$0 00
10 % PROFIT	\$43.73	\$0 00	\$0 00	\$0.00	\$0 00
TOTAL QUOTATION	\$568 63	\$0 00	\$0 00	\$1,514 00	\$0 00

TOTAL CHANGE THIS PROPOSAL \$2,083

*NEW WOOD 2002*

*1 NEW EXIT DEVICE FOR MARKS 12002*

TAX IS NOT INCLUDED IN THIS PROPOSAL OUR PRICE IS GOOD FOR THIRTY DAYS  
TAX INCLUDED, FOB JOBSITE AND GOOD FOR THIRTY (30) DAYS

WE WILL NOT PROCEED WITH THIS CHANGE WITHOUT YOUR WRITTEN CHANGE ORDER OR WRITTEN DIRECTION TO PROCEED IF YOU WISH TO EXPEDITE DELIVERY OF THIS MATERIAL, YOU MAY INDICATE YOUR ACCEPTANCE BY SIGNING BELOW AND RETURNING TO US BY FAX

*1 NEW EXIT DEVICE FOR NEW WOOD 12002 + 450 FOR ADDITIONAL WS TEAM & DWP*

DOOR PRO SYSTEMS

Curt Webb  
Hugo Yeverno- Hardware

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

# DOOR COMPONENTS, L.P.

dba DOOR PRO SYSTEMS

6711 BINGLE ROAD HOUSTON, TEXAS 77092  
(713) 462-0860 Fax (713) 462-0861

# CHANGE PROPOSAL

DATE July 25, 2011

TO JW Kelso Company  
7225 Harborside  
Galveston, TX 77550  
ATTN Mike Ubehagen  
FAX 409-740-0268

REF STAINLESS REMAKE

JOB NAME Galveston County Mid County Annex

JOB NO 11-019

DOOR PRO SYSTEMS IS PLEASED TO PROVIDE THE FOLLOWING QUOTATION

### REMAKE OPENING

F-150A 3'8"x7'0" \$945.6

\*\*Expediting \$436.00

	WD	HM DOOR	HM FRAME	HDWE	SS
MATERIAL COST	\$0.00	\$0.00	\$0.00	\$0.00	\$945.60
PACKING/CRATING/FREIGHT CHARGES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MACHINE SET-UP CHARGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
U L LABELS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PUNCH & DIMPLE COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PLAN REVIEW	\$0.00	\$0.00	\$0.00	\$0.00	\$25.80
FACTORY MINIMUM ORDER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND AND MASTERKEYING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EXPEDITING CHARGES	\$0.00	\$0.00	\$0.00	\$0.00	\$436.00
SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.40
10 % OVERHEAD	\$0.00	\$0.00	\$0.00	\$0.00	\$246.78
SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$1,654.18
10 % PROFIT	\$0.00	\$0.00	\$0.00	\$0.00	\$271.46
TOTAL QUOTATION	\$0.00	\$0.00	\$0.00	\$0.00	\$1,925.64

TOTAL CHANGE THIS PROPOSAL

\$1,926

*NEW SS DOOR*

TAX IS NOT INCLUDED IN THIS PROPOSAL OUR PRICE IS GOOD FOR THIRTY DAYS

TAX INCLUDED, FOB JOBSITE AND GOOD FOR THIRTY (30) DAYS

WE WILL NOT PROCEED WITH THIS CHANGE WITHOUT YOUR WRITTEN CHANGE ORDER OR WRITTEN DIRECTION TO PROCEED IF YOU WISH TO EXPEDITE DELIVERY OF THIS MATERIAL, YOU MAY INDICATE YOUR ACCEPTANCE BY SIGNING BELOW AND RETURNING TO US BY FAX

DOOR PRO SYSTEMS

Pablo E. Garcia, Jr  
Hugo Yeverino- Hardware

ACCEPTED BY

DATE

**J.W. KELSO COMPANY, INC.**  
 P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
 (Fax) (409) 740-0268

CHANGE ORDER PROPOSAL	NO. 2476-38
-----------------------	-------------

PROJECT: Mid County Annex COP NO 2476-38                      DATE QUOTED. 01/31/12	PROJECT NO 205 ARCH. PROJECT NO - DAYS ALLOWED FOR APPROVAL. EXPIRATION DATE 01/31/12 REQUESTED EXTENSION OF TIME IN DAYS
TO: Michael Wood Hugh Patrick Constructors, Inc. 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	

**DESCRIPTION**

Add New hardware set and replace wood door 388B with new door prepped for new panic hardware as directed by Fire Marshall  
*LHF - 2 unit*

Add New Hardware Set and replace Single Leaf of Stainless Steel Door set 391B preped for new panic hardware as directed by Fire Marshall.  
*↑ Chris ~~PREP~~ NOT REPLACE  
 2 hole SAWS \$45 ea*

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT.
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		\$7,910.44

<b>APPROVAL</b>
NAME: _____ ARCH. _____ DATE _____  SEND COPIES TO _____

<b>J.W. KELSO COMPANY, INC</b>
BY: J.P. Nitsch, Project Manager
DATE. 1/31/12

	<b>SUB SUBTOTAL:</b>		\$7,910.44
<b>INSUR &amp; BOND.</b>	3.25%		\$257.09
			\$0.00
			\$0.00
			\$0.00
	<b>SUBTOTAL:</b>		\$8,167.53
<b>OVERHEAD:</b>	10%		\$816.75
	<b>SUBTOTAL:</b>		\$8,984.28
<b>PROFIT:</b>	5%		\$449.21
<b>TOTAL COP AMOUNT:</b>			<b>\$9,433.49</b>

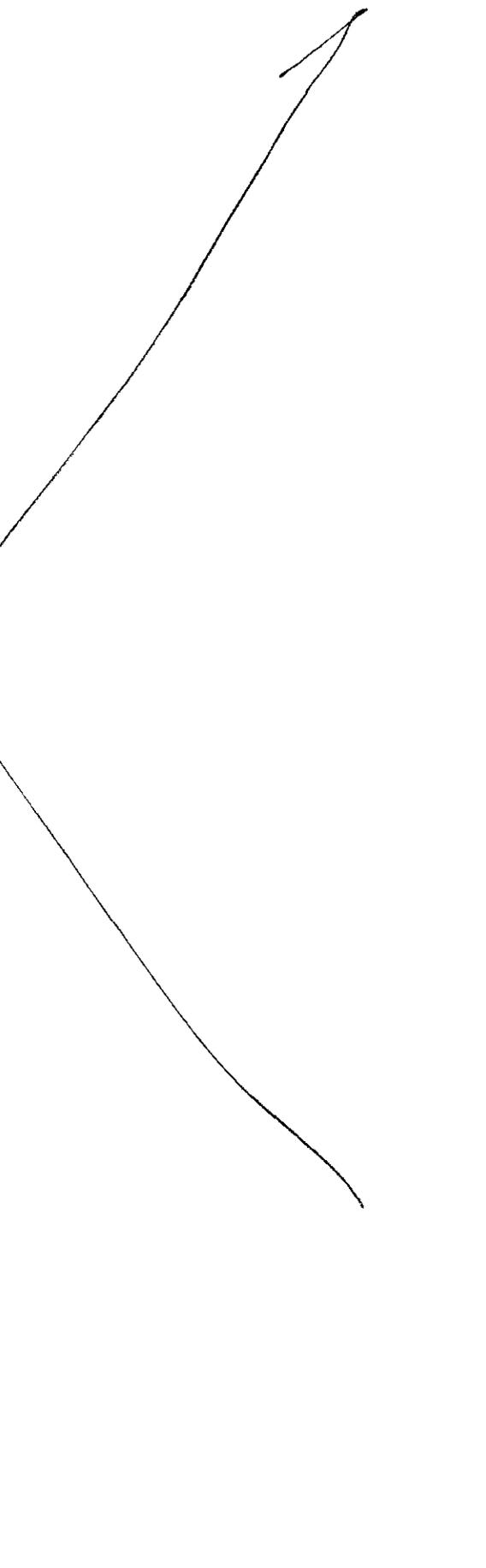
**J.W. KELSO COMPANY, INC.**  
 Change Order Proposal No. : 2476-38  
 Work Breakdown Page 1

Project: Mid County Annex  
 Project No.: 205  
 Date: 01/31/12

Cost Code & Description	Unit Costs				Extended Costs				
	Quantity	Material	Labor	Equip	Other	Material	Labor	Equip	Other
Hardware (2 New Panic Devices)	1	\$1964.00		\$50.00		\$1,964.00	\$0.00	\$50.00	\$0.00
Stainless Steel Door	1	\$1926.00		\$25.00		\$1,926.00	\$0.00	\$25.00	\$0.00
Wood Door	1	\$568.63		\$10.00		\$568.63	\$0.00	\$10.00	\$0.00
Disposal & Clean up	1		\$300.00			\$0.00	\$300.00	\$0.00	\$0.00
Carpenter - rem existing & install new	1	2 hrs @ 26	\$1344.00			\$0.00	\$1,344.00	\$0.00	\$0.00
Forman	1	5 hrs @ 99.2	\$496.00			\$0.00	\$496.00	\$0.00	\$0.00
<b>Sales Tax</b>									
<b>Page 1 Subtotals</b>									
<b>Page 1 Overhead on Work Breakdown</b>									
<b>Page 1 Total Work Breakdown</b>									

2mm to device four baskets 1050  
 std HMD door + 6hrs @ 525  
 HP Plc = 10 hrs @ 291

2010 Means  
 2010 Means  
 1050- na,



Overhead  
 \$4,458.63  
 \$3,359.80  
 \$92.01  
 \$0.00  
 \$7,910.44

**J.W. KELSO COMPANY, INC.**  
 P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
 (Fax) (409) 740-0268

CHANGE ORDER PROPOSAL	NO. 2476-39
-----------------------	-------------

<p>PROJECT Mid County Annex          COP NO 2476-39                      DATE QUOTED 12/22/11</p> <p>TO Michael Wood          Hugh Patrick Constructors, Inc          2828 Texas Ave          Texas City, TX 77592-1757          (Phone) 409-978-2122 (Fax) 409-978-2112</p>	<p>PROJECT NO . 205          ARCH PROJECT NO          DAYS ALLOWED FOR APPROVAL          EXPIRATION DATE 12/22/11          REQUESTED EXTENSION OF TIME IN DAYS</p>
<p><b>DESCRIPTION</b></p> <p>Time &amp; Material drywall work tickets          #009982 Extend 4 columns to look like GFRC in Area B &amp; D Location of the columns in relation to the end of the hallways and corresponding angled walls from the Building Lobby required these 4 columns to be modified to blend in properly          #009984 Protect floors &amp; walls in corridor Area C Demo fold down stairs &amp; change opening          #009985 Protect floors &amp; walls in corridor Area D Demo fold down stairs &amp; change opening          Original dimensions for the attic stairs changed and had to be re-framed to accomodate the revised stairs          #009986 Demo 4 columns in the building lobby Aesthetic change per architects request          #009987 Lower walls in Area K Rooms 488, 485, 475, 477 to accomodate site lines around provider &amp; nurse station at request of GCHD</p>	

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$8,543 48</b>

APPROVAL
NAME _____ ARCH _____ DATE _____ <p style="text-align: center;">SEND COPIES TO</p>

	SUB SUBTOTAL	\$8,543 48
INSUR & BOND	3 25%	\$277 66
		\$0 00
		\$0 00
		\$0 00
	SUBTOTAL	\$8,821 14
OVERHEAD	10%	\$882 11
	SUBTOTAL	\$9,703 25
PROFIT	5%	\$485 16
<b>TOTAL COP AMOUNT</b>		<b>\$10,188 41</b>

J W KELSO COMPANY, INC
BY J P Nitsch, Project Manager DATE 12/22/11

**J.W. KELSO COMPANY, INC.**

Change Order Proposal No . 2476-39

Work Breakdown Page 1

Project: Mid County Annex

Project No.. 205

Date: 12/22/11

Cost Code & Description	Quantity	Unit Costs				Extended Costs			
		Material	Labor	Equip	Other	Material	Labor	Equip	Other
Track 10'x6"x20ga	6	\$5.28				\$31.68	\$0.00	\$0.00	\$0.00
Studs 12'x6"x20ga	14	\$4.18				\$58.52	\$0.00	\$0.00	\$0.00
Sheet rock 4x10x5/8"	4	\$9.58				\$38.32	\$0.00	\$0.00	\$0.00
Screws self tapping	1	\$20.00				\$20.00	\$0.00	\$0.00	\$0.00
Siccor lift	3			\$756.00		\$0.00	\$0.00	\$226.80	\$0.00
Dumpster	5			\$750.00		\$0.00	\$0.00	\$375.00	\$0.00
Forman	30		\$31.25	\$10.00		\$0.00	\$937.50	\$300.00	\$0.00
Labor - Regular time	166		\$21.00	\$1.50		\$0.00	\$3,486.00	\$249.00	\$0.00
Labor - Premium time	4		\$31.50	\$1.50		\$0.00	\$126.00	\$6.00	\$0.00
<b>Sales Tax</b>						\$0.00	\$2,593.22	\$95.44	\$0.00
<b>Page 1 Subtotals</b>						\$148.52	\$7,142.72	\$1,252.24	\$0.00
<b>Page 1 Overhead on Work Breakdown</b>									\$0.00
<b>Page 1 Total Work Breakdown</b>									\$8,543.48

Labor Burden 57.00% Equipment Markup 8.25% Other Markup

Overhead

**J.W. KELSO COMPANY, INC.**  
P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL	NO. 2476-41
-----------------------	-------------

<b>PROJECT:</b> Mid County Annex <b>COP NO.:</b> 2476-41 <b>DATE QUOTED:</b> 01/20/12  <b>TO:</b> Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	<b>PROJECT NO:</b> 205 <b>ARCH PROJECT NO:</b> <b>DAYS ALLOWED FOR APPROVAL:</b> <b>EXPIRATION DATE:</b> 01/20/12 <b>REQUESTED EXTENSION OF TIME IN DAYS:</b>
<b>DESCRIPTION</b> RFI 168 add drywall furdown for duct work in sector N	

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$3,455.62</b>

<b>APPROVAL</b>	
<b>NAME</b>	_____
<b>ARCH</b>	_____
<b>DATE</b>	_____
<b>SEND COPIES TO</b>	

<b>J W KELSO COMPANY, INC</b>	
<b>BY</b>	
	J P Nitsch, Project Manager
<b>DATE</b>	1/20/12

<b>SUB SUBTOTAL</b>		<b>\$3,455.62</b>
<b>INSUR &amp; BOND</b>	3.25%	\$112.31
		\$0.00
		\$0.00
		\$0.00
<b>SUBTOTAL</b>		<b>\$3,567.93</b>
<b>OVERHEAD</b>	10%	\$356.79
<b>SUBTOTAL</b>		<b>\$3,924.72</b>
<b>PROFIT</b>	5%	\$196.24
<b>TOTAL COP AMOUNT</b>		<b>\$4,120.96</b>

TOTAL COP AMOUNT 1:01:08 PM

**J.W. KELSO COMPANY, INC.**  
 Change Order Proposal No. : 2476-41  
 Work Breakdown Page 1

Project. Mid County Annex  
 Project No. 205  
 Date: 01/20/12

Cost Code & Description	Quantity	Unit Costs				Extended Costs			
		Material	Labor	Equip	Other	Material	Labor	Equip	Other
Studs 10'	12	\$5.28				\$63.36	\$0.00	\$0.00	\$0.00
Track 12'	12	\$4.18				\$50.16	\$0.00	\$0.00	\$0.00
Sheet rock 4x10x5/8"	22	\$12.45				\$273.90	\$0.00	\$0.00	\$0.00
Screws raco	1	\$25.00				\$25.00	\$0.00	\$0.00	\$0.00
Screws self tapping	1	\$20.00				\$20.00	\$0.00	\$0.00	\$0.00
Tape/Mud	1	\$20.00				\$20.00	\$0.00	\$0.00	\$0.00
Siccor lift	3			\$756.00		\$0.00	\$0.00	\$226.80	\$0.00
Dumpster	.25			\$750.00		\$0.00	\$0.00	\$187.50	\$0.00
Forman	8		\$31.25	\$10.00		\$0.00	\$250.00	\$80.00	\$0.00
Labor	60		\$21.00	\$1.50		\$0.00	\$1,260.00	\$90.00	\$0.00
<b>Sales Tax</b>									
<b>Page 1 Subtotals</b>					<b>Equipment Markup 8.25%</b>	\$0.00	\$860.70	\$48.20	\$0.00
<b>Page 1 Overhead on Work Breakdown</b>						\$452.42	\$2,370.70	\$632.50	\$0.00
<b>Page 1 Total Work Breakdown</b>									\$3,455.62

Labor Burden 57.00%

Other Markup

Overhead

## Hugh Patrick Constructors, Inc.

2628 Texas Avenue Texas City, TX. 77592

# RFI 168

Sent By: Michael Wood

Sent To: Dudley Anderson, Mike Steffey,

OC Unbehagen

Description: Mechanical

Date Sent: 9/22/11

Return Date: 9/29/11

Response Date: 9/27/11

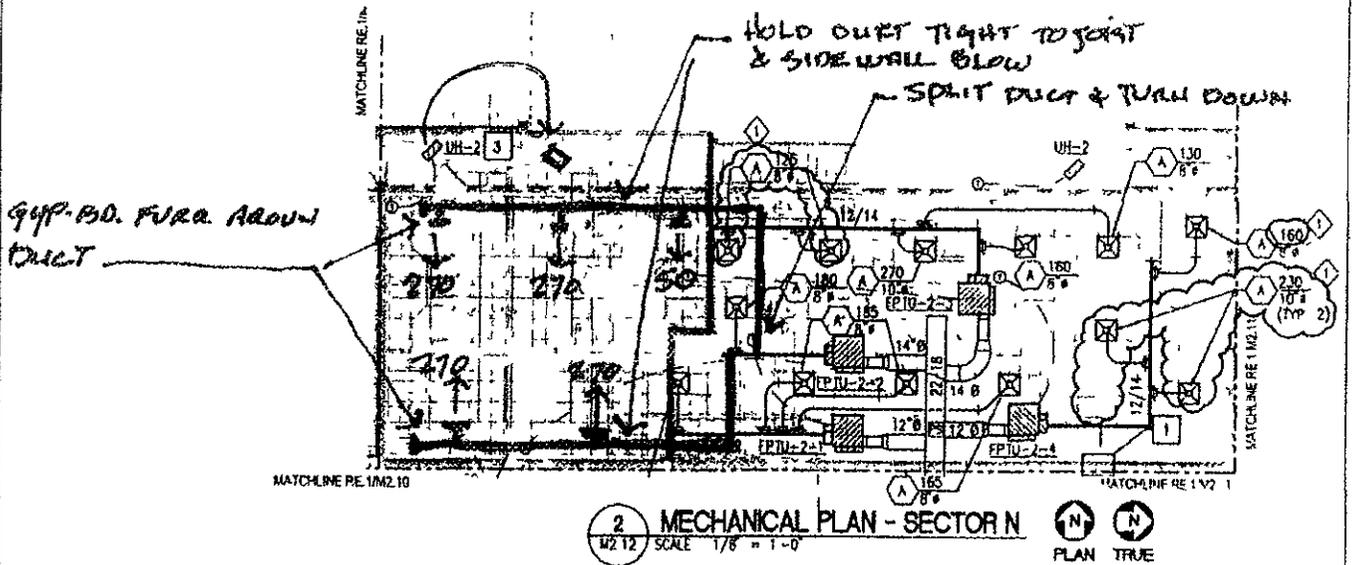
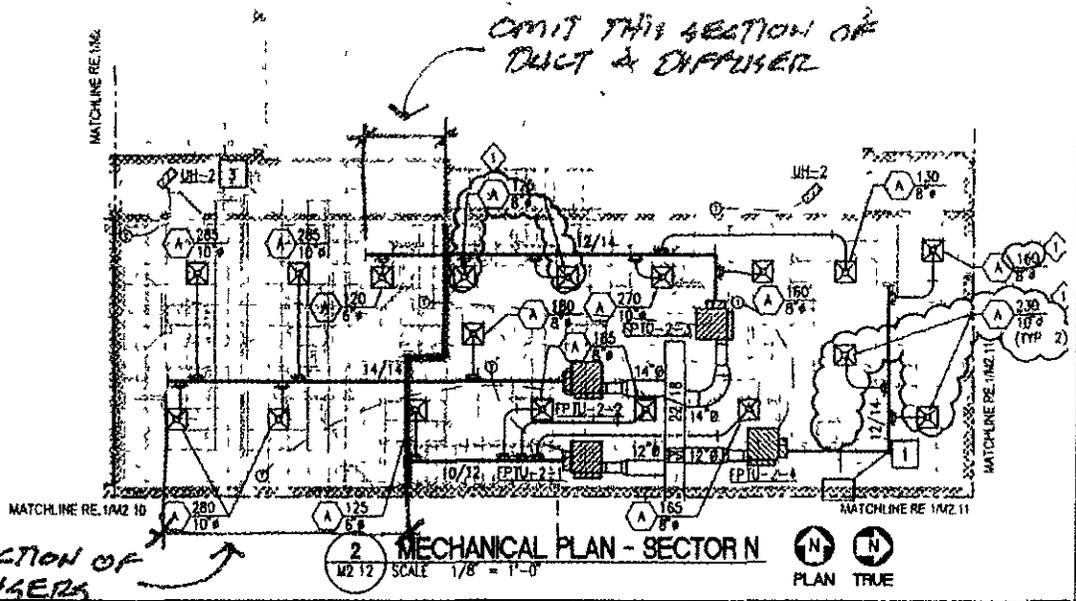
Answered By: Mike Steffey

Job: Mid County Annex

### Question:

- 1) Please clarify the ductwork configuration for sector N.

Response: PLEASE SEE ATTACHED DRAWING RFI-168.1  
DATED 9/27/11



## Mid County Annex

Renovations at

9300 Emmett F. Lowry Expressway

Texas City, Texas

RFI-168.1

9/27/11

PROJECT NO. 09-005

CHANGE ORDER PROPOSAL	NO. 2476-42
-----------------------	-------------

<b>PROJECT</b> Mid County Annex <b>COP NO</b> 2476-42 <b>DATE QUOTED</b> 02/15/12  <b>TO</b> Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	<b>PROJECT NO</b> 205  <b>ARCH PROJECT NO</b>  <b>DAYS ALLOWED FOR APPROVAL</b>  <b>EXPIRATION DATE</b> 02/15/12  <b>REQUESTED EXTENSION OF TIME IN DAYS.</b>
--	---

**DESCRIPTION**  
Time & Material drywall work tickets  
#009990 patch 16 holes in Area K where sinks where relocated  
#009991 Lower 2 windows in rm 476  
#009992 Swap door in room 486  
#009993 Demo door, relocate door and build cased opening in rm 304.  
#009994 Demo doors and wall in rm 515

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$8,286 21</b>

APPROVAL
<b>NAME</b> _____ <b>ARCH</b> _____ <b>DATE</b> _____  <b>SEND COPIES TO</b> _____

J W KELSO COMPANY, INC
<b>BY</b>  J P Nitsch, Project Manager  <b>DATE.</b> 2/15/12

	<b>SUB SUBTOTAL</b>	\$8,286 21
<b>INSUR. &amp; BOND.</b>	3 25%	\$269 30
		\$0 00
		\$0 00
		\$0 00
<b>SUBTOTAL</b>		<b>\$8,555.51</b>
<b>OVERHEAD</b>	10%	\$855 55
<b>SUBTOTAL</b>		<b>\$9,411 06</b>
<b>PROFIT.</b>	5%	\$470 55
<b>TOTAL COP AMOUNT</b>		<b>\$9,881 61</b>

1:43:31 PM

**J.W. KELSO COMPANY, INC.**  
 Change Order Proposal No. : 2476-42  
 Work Breakdown Page 1

Project: Mid County Annex  
 Project No.: 205  
 Date: 02/15/12

Cost Code & Description	Quantity	Unit Costs				Extended Costs			
		Labor	Material	Equip	Other	Labor	Material	Equip	Other
009990 Labor	48	\$21 00		\$1 50		\$0 00	\$1,008.00	\$72 00	\$0 00
Sheet rock 4x10x5/8"	2	\$9 58				\$19 16	\$0 00	\$0 00	\$0 00
Screws	1	\$5.00				\$5 00	\$0 00	\$0 00	\$0 00
Tape/Mud	1	\$15 00				\$15 00	\$0 00	\$0 00	\$0 00
009991 Labor	13	\$21 00		\$1 50		\$0 00	\$273 00	\$19.50	\$0 00
Sheet rock 4x10x5/8"	1	\$9.58				\$9 58	\$0 00	\$0 00	\$0 00
Track 10'x20ga	1	\$4.18				\$4 18	\$0 00	\$0 00	\$0 00
Studs 12'x20ga	2	\$5 28				\$10.56	\$0 00	\$0 00	\$0 00
Screws	1	\$5 00				\$5 00	\$0 00	\$0 00	\$0 00
Tape/Mud	1	\$15.00				\$15 00	\$0 00	\$0 00	\$0 00
009992 Labor	7	\$21 00		\$1 50		\$0 00	\$147 00	\$10 50	\$0 00
Sheet rock 4x10x5/8"	2	\$9 58				\$19 16	\$0 00	\$0 00	\$0 00
Track 10'x20ga	1	\$4 18				\$4 18	\$0 00	\$0 00	\$0 00
Studs 12'x20ga	5	\$5 28				\$26 40	\$0 00	\$0 00	\$0 00
Screws	1	\$10 00				\$10 00	\$0 00	\$0 00	\$0 00
Tape/Mud	1	\$30 00				\$30 00	\$0 00	\$0 00	\$0 00
009993 Labor	5	\$21 00		\$1 50		\$0 00	\$105 00	\$7 50	\$0 00
Sheet rock 4x10x5/8"	4	\$9 58				\$38 32	\$0 00	\$0 00	\$0 00
Track 10'x20ga	5	\$4 18				\$20 90	\$0 00	\$0 00	\$0 00
Studs 12'x20ga	7	\$5 28				\$36 96	\$0 00	\$0 00	\$0 00
Screws	1	\$20 00				\$20 00	\$0 00	\$0 00	\$0 00
Tape/Mud	1	\$50 00				\$50 00	\$0 00	\$0 00	\$0 00
009994 Labor	5	\$21 00		\$1 50		\$0 00	\$105 00	\$7 50	\$0 00
Tape/Mud	1	\$25 00				\$25 00	\$0 00	\$0 00	\$0 00
Sizzor lift	1	\$756 00				\$0 00	\$0 00	\$756 00	\$0 00
Dumpster	1	\$750 00				\$0 00	\$0 00	\$750 00	\$0 00
Forman	60	\$31 25		\$10 00		\$0 00	\$1,875 00	\$600 00	\$0 00
<b>Sales Tax</b>						\$0 00	\$2,002 41	\$183 40	\$0 00
<b>Page 1 Subtotals</b>						\$364 40	\$5,515 41	\$2,406 40	\$0 00
<b>Overhead</b>									
<b>Page 1 Overhead on Work Breakdown</b>									\$0 00
<b>Page 1 Total Work Breakdown</b>									\$8,286 21

# HOUSTON ACOUSTICS & DRYWALL

12115 Heatherwick Drive • Cypress, TX 77429  
 Office (281) 346-2274  
 Fax (281) 346-1425

## JOB WORK ORDER

0709190

CUSTOMER'S ORDER NO.				PHONE	MECHANIC	HELPER	STARTING DATE
BILL TO				ORDER TAKEN BY			
ADDRESS				<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA			
CITY				JOB NAME AND LOCATION			
				JOB PHONE			

DESCRIPTION OF WORK:

1. Acoustic treatment for living room and bedroom.

2. Drywall installation for living room and bedroom.

3. Painting of living room and bedroom walls.

4. Installation of baseboards in living room and bedroom.

5. Installation of crown molding in living room and bedroom.

6. Installation of door and window casings in living room and bedroom.

7. Installation of electrical outlets and switches in living room and bedroom.

8. Installation of light fixtures in living room and bedroom.

9. Installation of ceiling fans in living room and bedroom.

10. Installation of ceiling tiles in living room and bedroom.

TOTAL MATERIALS		
TOTAL LABOR		
TAX		
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT \$

Signature \_\_\_\_\_

No one home     Total amount due for above work. or     Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

# HOUSTON ACOUSTICS & DRYWALL

12115 Heatherwick Drive • Cypress, TX 77429  
 Office (281) 346-2274  
 Fax (281) 346-1425

## JOB WORK ORDER

079991

CUSTOMER'S ORDER NO		PHONE	MECHANIC	HELPER	DATE OF ORDER	STARTING DATE
BILL TO					ORDER TAKEN BY	
ADDRESS					<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
CITY						
JOB NAME AND LOCATION						
11111 (Cypress) - 2 1/2" x 4" Drywall 11111 (Cypress) - 2 1/2" x 4" Drywall 11111 (Cypress) - 2 1/2" x 4" Drywall						
					JOB PHONE	

DESCRIPTION OF WORK:

11111 (Cypress) - 2 1/2" x 4" Drywall  
 11111 (Cypress) - 2 1/2" x 4" Drywall  
 11111 (Cypress) - 2 1/2" x 4" Drywall

	TOTAL MATERIALS		
	TOTAL LABOR		
	TAX		
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT	\$

Signature \_\_\_\_\_

No one home   
  Total amount due for above work, or  
 Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

# HOUSTON ACOUSTICS & DRYWALL **JOB WORK ORDER**

12115 Heatherwick Drive • Cypress, TX 77429  
 Office (281) 348-2274  
 Fax (281) 348-1425

079902

CUSTOMER'S ORDER NO.				PHONE	MECHANIC	HELPER	STARTING DATE
BILL TO				ORDER TAKEN BY			
ADDRESS				<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA			
CITY				JOB NAME AND LOCATION			
JOB PHONE				JOB PHONE			

DESCRIPTION OF WORK

Install acoustic panels in living room and bedroom.

Remove old acoustic panels in living room and bedroom.

Install new acoustic panels in living room and bedroom.

Paint acoustic panels in living room and bedroom.

Remove old acoustic panels in living room and bedroom.

Install new acoustic panels in living room and bedroom.

Paint acoustic panels in living room and bedroom.

TOTAL MATERIALS		
TOTAL LABOR		
TAX		
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT \$

Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work.

No one home   
  Total amount due for above work or   
  Total billing to be mailed after completion of work

# HOUSTON ACOUSTICS & DRYWALL

12115 Heatherwick Drive • Cypress, TX 77429  
 Office (281) 346-2274  
 Fax (281) 346-1425

## JOB WORK ORDER

1109993

CUSTOMER'S ORDER NO.		PHONE	MECHANIC	HELPER	DATE OF ORDER
BILL TO					STARTING DATE
ADDRESS					ORDER TAKEN BY
CITY					<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA
JOB NAME AND LOCATION					
				JOB PHONE	

DESCRIPTION OF WORK

*Handwritten description of work follows on multiple lines.*

	TOTAL MATERIALS		
	TOTAL LABOR		
	TAX		
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT	\$

Signature \_\_\_\_\_

No one home   
  Total amount due for above work, or  
 Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.



**J.W. KELSO COMPANY, INC.**

P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266

(Fax) (409) 740-0268

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-43</b>
------------------------------	--------------------

<p>PROJECT Mid County Annex                  COP NO : 2476-43                      DATE QUOTED 02/16/12</p>	<p>PROJECT NO 205                  ARCH PROJECT NO .                  DAYS ALLOWED FOR APPROVAL                  EXPIRATION DATE 02/16/12                  REQUESTED EXTENSION OF TIME IN DAYS</p>
<p>TO Michael Wood                  Hugh Patrick Constructors, Inc                  2828 Texas Ave                  Texas Clty, TX 77592-1757                  (Phone) 409-978-2122 (Fax) 409-978-2112</p>	
<p><b>DESCRIPTION</b>                  Time &amp; Material drywall work tickets                  #009998 Acoustic ceiling in rms 516, 395, 396                  #009999 Entry 3 change openings for lights in columns and enclose plumbing</p>	

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$3,580 70</b>

<b>APPROVAL</b>
NAME: _____ ARCH: _____ DATE: _____ SEND COPIES TO _____

<b>J.W. KELSO COMPANY, INC</b>
BY J.P. Nitsch, Project Manager DATE: 2/16/12

	<b>SUB SUBTOTAL</b>	<b>\$3,580 70</b>
<b>INSUR &amp; BOND</b>	3 25%	\$116 37
		\$0 00
		\$0 00
		\$0 00
<b>SUBTOTAL</b>		<b>\$3,697 07</b>
<b>OVERHEAD</b>	10%	\$369 71
<b>SUBTOTAL</b>		<b>\$4,066 78</b>
<b>PROFIT</b>	5%	\$203 34
<b>TOTAL COP AMOUNT</b>		<b>\$4,270 12</b>

**J.W. KELSO COMPANY, INC.**

Change Order Proposal No. 2476-43

Work Breakdown Page 1

Project: Mid County Annex

Project No : 205

Date: 02/16/12

Cost Code & Description	Unit Costs				Extended Costs				
	Quantity	Material	Labor	Equip	Other	Material	Labor	Equip	Other
009998 Labor	6		\$27 43	\$1 50		\$0 00	\$164 58	\$9 00	\$0 00
Material grd	160	\$1 00				\$160 00	\$0 00	\$0 00	\$0 00
Material tile	160	\$2 40				\$384 00	\$0 00	\$0 00	\$0 00
009999 Labor	29		\$21 00	\$1 50		\$0 00	\$609 00	\$43 50	\$0 00
Exterior sheeting 4x10x5/8"	4	\$15 58				\$62 32	\$0 00	\$0 00	\$0 00
Track 10'x20ga	6	\$4 18				\$25 08	\$0 00	\$0 00	\$0 00
Studs 12'x20ga	12	\$5 28				\$63 36	\$0 00	\$0 00	\$0 00
Screws	1	\$25 00				\$25 00	\$0 00	\$0 00	\$0 00
Sizzor lift	.33			\$756 00		\$0 00	\$0 00	\$249 48	\$0 00
Dumpster	15			\$750 00		\$0 00	\$0 00	\$112 50	\$0 00
Forman	20		\$31 25	\$10 00		\$0 00	\$625 00	\$200 00	\$0 00
<b>Sales Tax</b>						\$0 00	\$797.19	\$50 69	\$0 00
<b>Page 1 Subtotals</b>						\$719 76	\$2,195 77	\$665 17	\$0 00
<b>Page 1 Overhead on Work Breakdown</b>									\$0 00
<b>Page 1 Total Work Breakdown</b>									\$3,580.70

Labor Burden 57 00%      Equipment Markup 8 25%      Other Markup

Overhead





**J.W. KELSO COMPANY, INC.**  
P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL	NO. 2476-44
-----------------------	-------------

<b>PROJECT:</b> Mid County Annex <b>COP NO</b> 2476-44 <b>DATE QUOTED</b> 02/28/12  <b>TO</b> Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	<b>PROJECT NO</b> 205 <b>ARCH PROJECT NO</b> <b>DAYS ALLOWED FOR APPROVAL</b> <b>EXPIRATION DATE</b> 02/28/12 <b>REQUESTED EXTENSION OF TIME IN DAYS</b>
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**DESCRIPTION**  
Re-Order door and frame and hardware set for opening 302B originally deleted during submittals Change from Double door type 'C' to Single Door type 'D' to fit Original single door frame type 'C1' and use Hardware set 116 matching door swing 411B

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$5,607 15</b>

APPROVAL
<b>NAME</b> _____ <b>ARCH</b> _____ <b>DATE</b> _____  <b>SEND COPIES TO</b>

J W KELSO COMPANY, INC
<b>BY</b>  J P Nitsch, Project Manager  <b>DATE</b> 2/28/12

	SUB SUBTOTAL	\$5,607 15
INSUR & BOND	3 25%	\$182 23
		\$0 00
		\$0 00
	SUBTOTAL	\$5,789 38
OVERHEAD	10%	\$578 94
	SUBTOTAL	\$6,368 32
PROFIT	5%	\$318 42
TOTAL COP AMOUNT		\$6,686 74



# Hugh Patrick Constructors, Inc.

---

2628 Texas Avenue Texas City, TX. 77592

**RFI 196**

**Sent By: Michael Wood**

**Sent To: Dudley Anderson, Mike Steffey,**

**OC Unbehagen**

**Description: Drywall**

**Date Sent: 2/10/12**

**Return Date: 2/17/12**

**Response Date: 2/21/12**

**Answered By: Mike Steffey**

**Job: Mid County Annex**

**Question:**

- 1) Please provide specifications for the revised, new door 302B.

**Response:** See attached description.

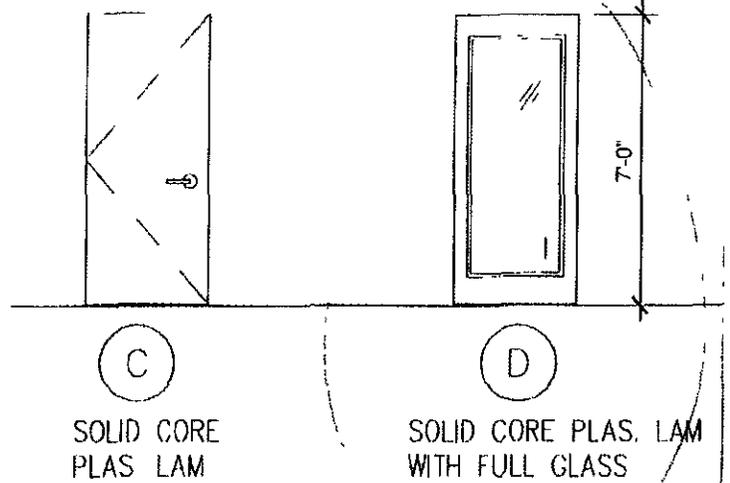
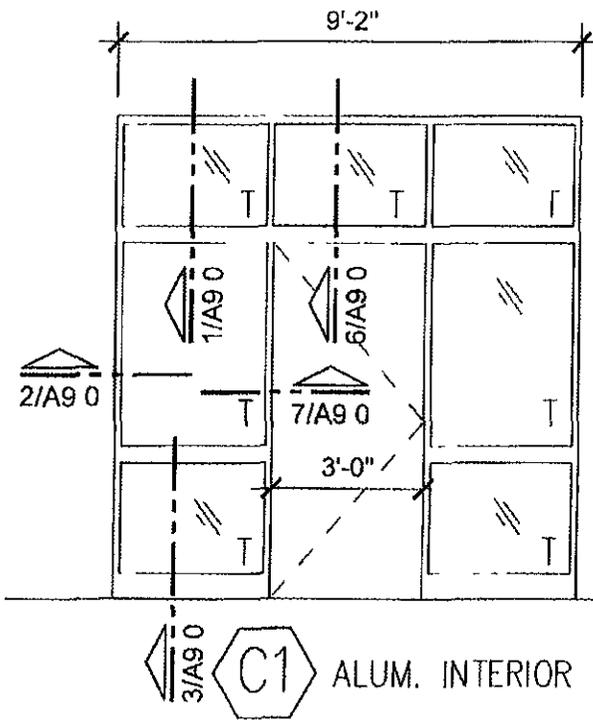
302 B - Type "D" - RHR - HWD - 1/6 SAME AS 411B

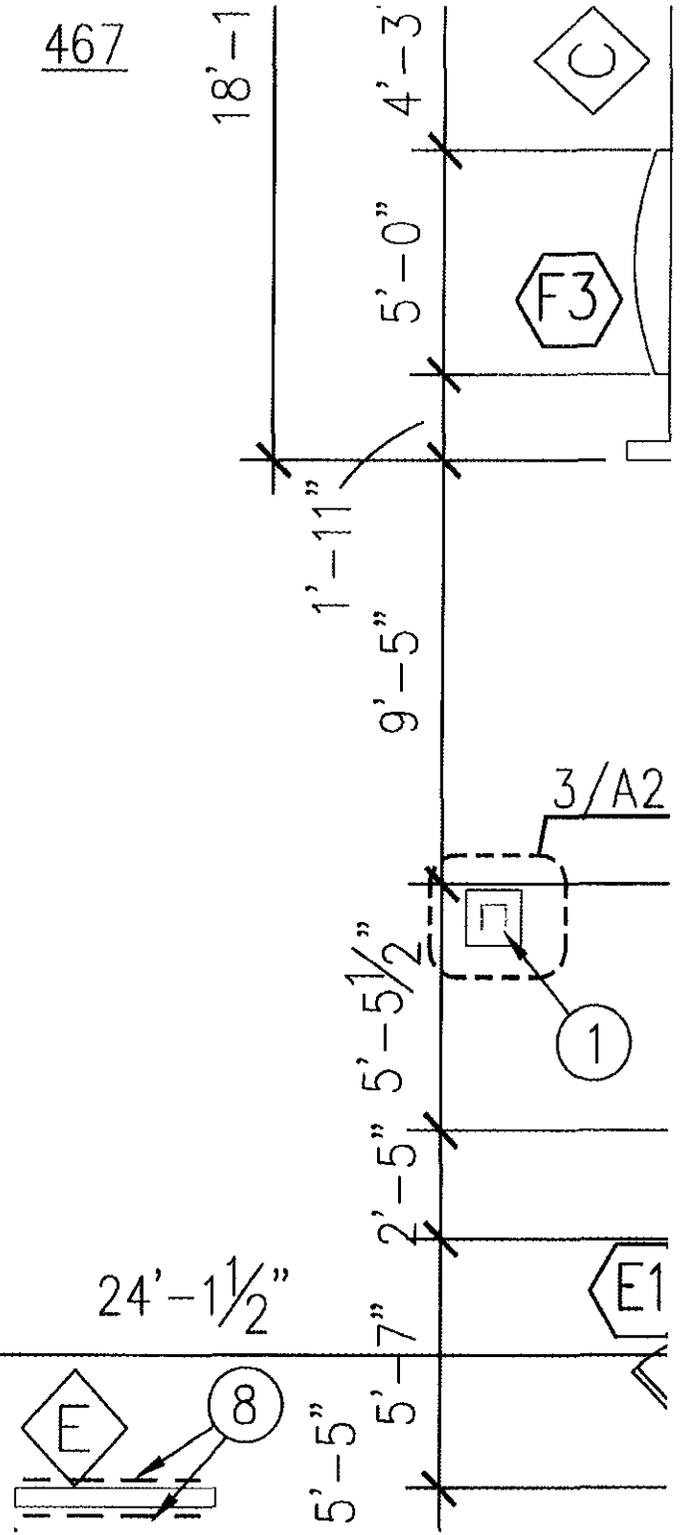
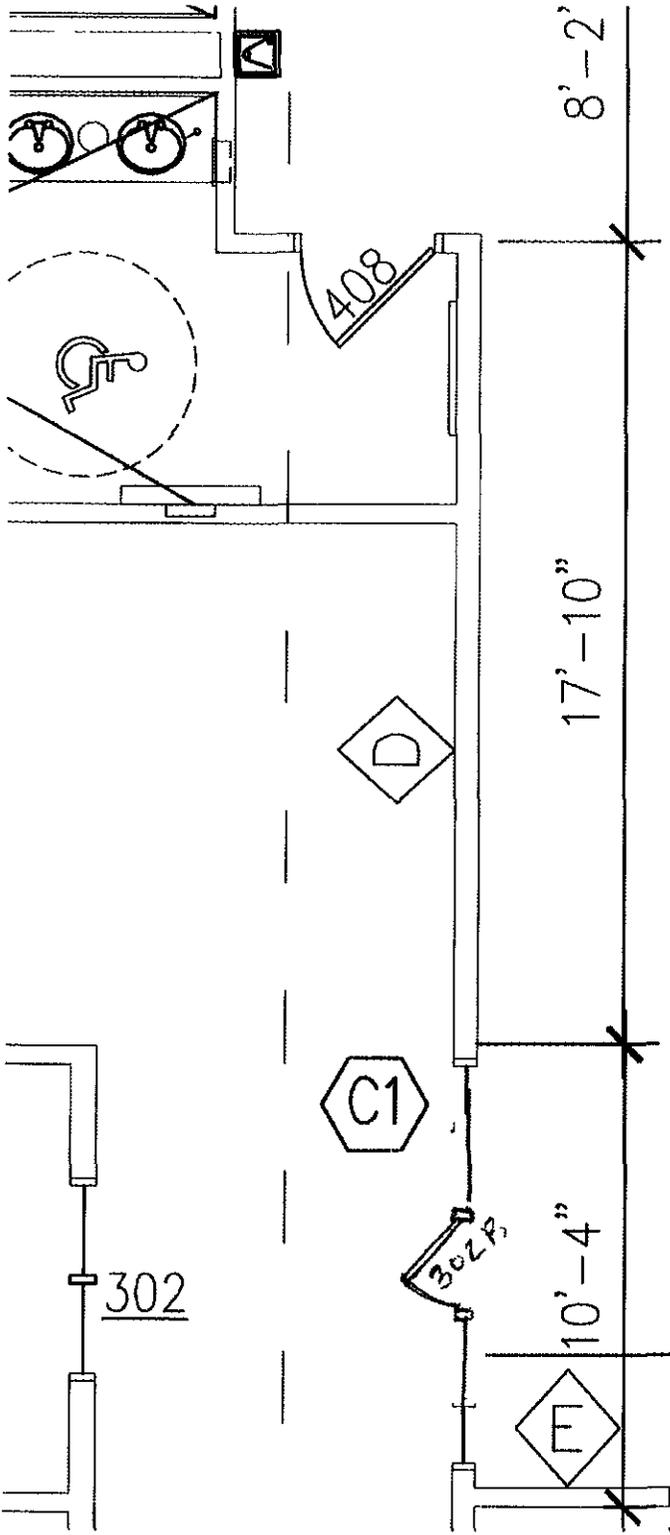
*[Signature]* 2/21/12

# SECTOR K - DOOR SCHEDULE

DOOR NUMBER	DOOR OPENING SIZE "PR" MEANS TWO EQUAL WIDTH UNITS IN OPENING	THICKNESS	DOOR TYPES				FRAME				DETAILS			REMARKS	DOOR NUMBER			
			A ALUM / GLASS SLIDER	B ALUM / GLASS	C SOLID CORE PLAS LAM	D SOLID CORE PLAS LAM W/ FULL GLASS	E STAINLESS STEEL FLUSH SLAB	F STEEL GATE	G OVERHEAD	1 ALUMINUM EXTERIOR	2 ALUMINUM INTERIOR	3 STAINLESS STEEL	4 STEEL TUBE			HEAD	JAMB	SILL
302B	3'-0" X 7'-0"	1 3/4"			X	7								6/A9 0	7/A9 0	--	1	302B

## DOOR TYPES





GALVESTON ANNEX BUILDING  
9300 EMMETT F LOWRY EXPRESSWAY

*Handwritten:* 1 X 121111... E. CORRIDOR... 140... 147... 335... 411... 465

Heading # 116

- 1 SGL DOOR 465 ~~WEIGH IN AREA 466 FROM CORRIDOR 465~~ 90-RHR
- 1 SGL DOOR 140B ~~CORRIDOR 140 FROM MULTIPURPOSE 147~~ 90-LHR
- 1 SGL DOOR 335B ~~CORRIDOR 335 FROM CORRIDOR 335~~ 90-RHR
- 1 SGL DOOR 335B ~~CORRIDOR 335 FROM PEDIATRIC WAIT 420~~ 90-RHR
- 1 SGL DOOR 411B CORRIDOR 411 FROM CORRIDOR 465 90-LHR

*Handwritten:* 2-42712  
N

3/0 X 7/0 X 1 3/4 ALF/WD  
HW SET 116

3	15	HINGES	CB191 4 1/2 X 4 1/2	US32D	ST	H1
			NRP			
1	3	EXIT DEVICE	2108 X 4908D SNB (6)	RHR 630	PR	ED10
			CD			
1	2	EXIT DEVICE	2108 X 4908D SNA (6)	LHR 630	PR	ED10
			CD			
1	5	RIM CYLINDER	1E-72 STD R703	626	BE	CY2
1	5	MORTISE CYLINDER	1E-74 STD C4	626	BE	CY1A
1	5	DOOR CLOSER	D-4550 EDA SN	689	RY	C3
1	5	KICK PLATE	KO050 10" X 34" CSK	630	TR	KP3
			B4E-HEAVY KP			
1	5	WALL BUMPER	1270CVSV	626	TR	S2

\*\*\*\*\*  
REMOVED 5050 GASKET DUE TO ALUMINUM  
FRAME SEALS BY FRAME MANUFACTURER  
\*\*\*\*\*

**J.W. KELSO COMPANY, INC.**  
 P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
 (Fax) (409) 740-0268

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-45</b>
------------------------------	--------------------

PROJECT Mid County Annex COP NO.. 2476-45                      DATE QUOTED: 03/13/12	PROJECT NO.. 205 ARCH PROJECT NO.. DAYS ALLOWED FOR APPROVAL. EXPIRATION DATE: 03/13/12 REQUESTED EXTENSION OF TIME IN DAYS.
TO Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	
<b>DESCRIPTION</b> Time & Material drywall work ticket directed by Steffey 2-7-12 thru 2-14-12 Relocate door frame #562A, move walls in rooms 561 and 555, demo and reframe skylight in sector N, insulate mezzanine floor	

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$8,799 38</b>

<b>APPROVAL</b>
NAME: _____ ARCH: _____ DATE: _____  SEND COPIES TO _____

<b>J W KELSO COMPANY, INC</b>
BY J P Nitsch, Project Manager DATE: 3/13/12

	<b>SUB SUBTOTAL:</b>	\$8,799 38
<b>INSUR &amp; BOND.</b>	3 25%	\$285 98
		\$0 00
		\$0 00
		\$0 00
	<b>SUBTOTAL:</b>	\$9,085 36
<b>OVERHEAD:</b>	10%	\$908 54
	<b>SUBTOTAL:</b>	\$9,993 90
<b>PROFIT</b>	5%	\$499 70
<b>TOTAL COP AMOUNT 11:27:22</b>		<b>\$10,493 60</b>

**J.W. KELSO COMPANY, INC.**  
**Change Order Proposal No. : 2476-45**  
**Work Breakdown Page 1**

**Project: Mid County Annex**  
**Project No.: 205**  
**Date: 03/13/12**

Cost Code & Description	Unit Costs				Extended Costs				
	Quantity	Material	Labor	Equip	Other	Material	Labor	Equip	Other
Track 10"x6"x20ga	14	\$5 28				\$73 92	\$0 00	\$0 00	\$0 00
Sheet rock 4x10x5/8"	12	\$12 45				\$149 40	\$0 00	\$0 00	\$0 00
Drywall corner bead	50	\$2 40				\$120 00	\$0 00	\$0 00	\$0 00
Drywall mud	30	\$8 00				\$240 00	\$0 00	\$0 00	\$0 00
Screws self tapping	1	\$70 00				\$70 00	\$0 00	\$0 00	\$0 00
Insulation R19	6	\$50 00				\$300 00	\$0 00	\$0 00	\$0 00
Material delivery	1	\$75 00				\$75 00	\$0 00	\$0 00	\$0 00
Siccor lift	1			\$756 00		\$0 00	\$0 00	\$756 00	\$0 00
Dumpster	5			\$750 00		\$0 00	\$0 00	\$375 00	\$0 00
Forman	40		\$31 25	\$10 00		\$0 00	\$1,250 00	\$400 00	\$0 00
Labor	120		\$21 00	\$1 50		\$0 00	\$2,520 00	\$180 00	\$0 00
<b>Sales Tax</b>						\$0 00	\$2,148 90	\$141 16	\$0 00
<b>Page 1 Subtotals</b>						\$1,028 32	\$5,918 90	\$1,852 16	\$0 00
<b>Page 1 Overhead on Work Breakdown</b>									\$0 00
<b>Page 1 Total Work Breakdown</b>									\$8,799 38

**Labor Burden 57 00%**    **Equipment Markup 8 25%**    **Other Markup**

**Overhead**

J. W. KELSO COMPANY, INC.

REPORT NO. FOR WEEK ENDING

PROJECT TITLE Conjunctive County Annex DATE PERFORMED 2-7-Thu & 14-2012 PAGE OF  
 PROJECT NO. 265 LOCATION 2-2-2012

WORK PERFORMED BY J. W. Kelso / HAO  
 DESCRIPTION OF WORK Relocate Door Frame and Door Seal, Move wall over 7" in Room 501

Max wall in Room 535 over 48" Done And re Frame Skinning in Sects 20 Insulate remaining floor

EQUIP NO	EQUIPMENT	HOURLY RATE	HOURS	EXTENDED AMOUNTS	PR NO	NAME (LABOR)	TASK	HOURLY RATE	HOURS ST	EXTENDED OT AMOUNTS
	Scissor Lift					Antonio Lopez			40	
						Jose Lopez Davila			40	
						Humberto Guzman			40	
						Chris Hopkins			40	

MATERIAL AND/OR WORK DONE BY SPECIALISTS										
Description	Unit Number	Unit Cost	SUBTOTAL							
TOTAL COST OF LABOR										
Other										
TOTAL COST OF EQUIP										
MATERIAL WORK										
% On Labor Cost										
% on Equipment										
Material/Work										
TOTAL THIS REPORT										

J. W. KELSO COMPANY OWNER John Kelso SUBCONTRACTOR John Kelso  
John Kelso 2/14/12

TITLE TITLE  
 Distribution Project Mgr, Owner Subcontractor (if applicable), Project Files



<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-46</b>
------------------------------	--------------------

<b>PROJECT:</b> Mid County Annex <b>COP NO.</b> 2476-46 <b>DATE QUOTED.</b> 03/13/12  <b>TO:</b> Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	<b>PROJECT NO</b> 205 <b>ARCH PROJECT NO</b> <b>DAYS ALLOWED FOR APPROVAL:</b> <b>EXPIRATION DATE</b> 03/13/12 <b>REQUESTED EXTENSION OF TIME IN DAYS:</b>
<b>DESCRIPTION.</b> Time & Matenal drywall work ticket directed by Steffey 3-7-12 Build mock up at entry 3 column cap	

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$613 45</b>

<b>APPROVAL</b>
<b>NAME:</b> _____ <b>ARCH:</b> _____ <b>DATE:</b> _____ <p style="text-align: center;"><b>SEND COPIES TO</b></p>

<b>J.W. KELSO COMPANY, INC</b>
<b>BY</b> J P Nitsch, Project Manager <b>DATE.</b> 3/13/12

	<b>SUB SUBTOTAL:</b>	<b>\$613 45</b>
<b>INSUR. &amp; BOND:</b>	3 25%	<b>\$19 94</b>
		<b>\$0 00</b>
		<b>\$0 00</b>
		<b>\$0.00</b>
	<b>SUBTOTAL</b>	<b>\$633 39</b>
<b>OVERHEAD:</b>	10%	<b>\$63 34</b>
	<b>SUBTOTAL.</b>	<b>\$696 73</b>
<b>PROFIT.</b>	5%	<b>\$34 84</b>
<b>TOTAL COP AMOUNT</b>		<b>\$731 57</b>





**J.W. KELSO COMPANY, INC.**

P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266

(Fax) (409) 740-0268

*REVISED*

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-47</b>
------------------------------	--------------------

<p>PROJECT Mid County Annex                  COP NO : 2476-47                      DATE QUOTED 03/20/12</p>	<p>PROJECT NO 205                  ARCH. PROJECT NO                  DAYS ALLOWED FOR APPROVAL                  EXPIRATION DATE 03/20/12                  REQUESTED EXTENSION OF TIME IN DAYS</p>
<p>TO Michael Wood                  Hugh Patrick Constructors, Inc                  2828 Texas Ave                  Texas City, TX 77592-1757                  (Phone) 409-978-2122 (Fax) 409-978-2112</p>	

**DESCRIPTION**  
 Add closures and revise hardware sets per 3/8/12 revision

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<p>#4  <i>REVISED</i>                  FROM                  5796.06                  TO  <u>65510.39</u></p>		
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		\$4,620 73

APPROVAL
NAME _____ ARCH _____ DATE _____ <p style="text-align: center;">SEND COPIES TO</p>

J W KELSO COMPANY, INC
BY J P Nitsch, Project Manager DATE 3/20/12 <u>3/15/12</u>

	<b>SUB SUBTOTAL</b>	\$4,620 73
<b>INSUR &amp; BOND</b>	3 25%	\$150 17
		\$0 00
		\$0 00
		\$0 00
<b>SUBTOTAL</b>		\$4,770 90
<b>OVERHEAD</b>	10%	\$477 09
<b>SUBTOTAL</b>		\$5,247 99
<b>PROFIT</b>	5%	\$262 40
<b>TOTAL COP AMOUNT</b>		\$5,510 39

**J.W. KELSO COMPANY, INC.**  
**Change Order Proposal No. : 2476-47**  
**Work Breakdown Page 1**

**Project** Mid County Annex  
**Project No** 205  
**Date.** 03/20/12

Cost Code & Description	Quantity	Unit Costs				Extended Costs			
		Material	Labor	Equip	Other	Material	Labor	Equip	Other
Add new Closures	11	\$157 00	\$14 00	\$2 00		\$1,727 00	\$154 00	\$22 00	\$0 00
Add New Door Hardware	5	\$414 00	\$28 00	\$5 00		\$2,070 00	\$140 00	\$25 00	\$0 00
Clean up and disposal	1		\$25 00	\$30 00		\$0 00	\$25 00	\$30 00	\$0 00
Forman	4		\$31 25	\$10 00		\$0 00	\$125 00	\$40 00	\$0 00
<b>Sales Tax</b>						\$0 00	\$253 08	\$9 65	\$0 00
<b>Page 1 Subtotals</b>						\$3,797 00	\$697 08	\$126 65	\$0 00
<b>Page 1 Overhead on Work Breakdown</b>									\$0 00
<b>Page 1 Total Work Breakdown</b>									\$4,620 73

Labor Burden 57 00%      Equipment Markup 8 25%

Overhead

MID County - REQUESTED REVISIONS 3/8/12  
# 2

1. Room 270 - ADD J BOX TO NORTH WALL @ 96 AFF  
ADJACENT TO TV OUTLET - EXTEND  
CONDUIT & PULL WIRE DOWN TO J BOX  
ADJACENT TO OUTLET ON COLUMN -  
FOR VCR CONTROL OF TV. - EP 2.6

2. Room 388 - ADD 4 PLEX OUTLET AND IT OUTLET  
ON NORTH WALL - LOCATE 14" FROM  
WEST CORNER - REVISE FURNITURE  
LAYOUT - EP 2.7

3. REVISE DOOR HARDWARE

381A -	ADD CLOSURE	} A2.13
382 -	ADD CLOSURE AND LOCK	
384 -	" " " "	
380A -	" " " "	
380B -	" " " "	
327 -	ADD CLOSURE	- A2.7
225 -	" "	- A2.11
309 -	" "	- A2.17
417 -	" "	- A2.17
418A -	ADD CLOSURE AND LOCK	- A2.17
418B -	ADD CLOSURE	- A2.19

11 CLOSURES

5 LOCKS

check  
to see schedule  
why weren't closures  
specified

# DOOR COMPONENTS, L.P.

dba DOOR PRO SYSTEMS

6711 BINGLE ROAD  
(713) 462-0860

HOUSTON, TEXAS 77092  
Fax (713) 462-0861

# CHANGE PROPOSAL

DATE March 12, 2012

REF EMAIL 3/12/2012

TO JW Kelso Company  
7225 Harborside  
Galveston, TX 77550

JOB NAME Galveston County Mid County Annex

ATTN JP NITSCH  
FAX 409-740-0268

JOB NO 11-019

---

DOOR PRO SYSTEMS IS PLEASED TO PROVIDE THE FOLLOWING QUOTATION

## CHANGE ADD CLOSER AND LOCKSETS

### Heading # X112

1 SGL DOOR 332 CORRIDOR 333 FROM STORAGE 334 90-LHR  
1 SGL DOOR 334 IMMUNAZATION STATION 336 TO STORAGE 334 90-LH

3/0 X 7/0 X 1 3/4 ALF/WD  
HW SET 112

2	DOOR CLOSER	D-4551 STD W/PA BRKT	689	RY	C4
1	LOCKSET	45H-7D14N STD	LHR 630	BE	L2
1	LOCKSET	45H-7D14N STD	LH 630	BE	L2

### Heading # X112.1

1 SGL DOOR 330A CORRIDOR 330 FROM WAITING AREA 358 90-LHR  
1 SGL DOOR 330B CORRIDOR 330 FROM WAITING AREA 357 90-LHR  
1 SGL DOOR 418A CORRIDOR TO SECURITY 90-LH

3/0 X 7/0 X 1 3/4 ALF/WD  
HW SET 112

2	LOCKSET	45H-7R14N STD	LHR 630	BE	L6
1	LOCKSET	45H-7R14N STD	LH 630	BE	L6
3	DOOR CLOSER	D-4551 STD W/PA BRKT	689	RY	C4

### Heading # X112 2

1 SGL DOOR 225 WAITING 225 FROM CORRIDOR 221 90-RHR

3/0 X 7/0 X 1 3/4 ALF/WD  
HW SET 112

1	DOOR CLOSER	D-4551 STD W/PA BRKT	689	RY	C4
---	-------------	----------------------	-----	----	----

### Heading # X114

1 SGL DOOR 327A CORRIDOR 330 TO X-RAY ROOM 327 90-RH  
1 SGL DOOR 327B CORRIDOR 326 TO X-RAY ROOM 327 90-RH

1 SGL DOOR 421B CORRIDOR 335 FROM OFFICE 421

90-RHR

3/0 X 7/0 X 1 3/4 ALF/WD  
HW SET 114

3 DOOR CLOSER

D-4551 STD W/PA BRKT

689

RY

C4

*9* INCLUDED

NEED  
11

Closer Add	\$1,165 00 + OHDP 3 1410
Lockset Add	\$1,636 00 + OHDP 2070.31
	<u>3480</u>
	\$2,801 00

	WD	HM DOOR	HM FRAME	HDWE	ALUM FRAME
MATERIAL COST	\$0 00	\$0 00	\$0 00	\$2,801 00	\$0 00
PACKING/CRATING/FREIGHT CHARGES	\$0 00	\$0 00	\$0 00	\$75 00	\$0 00
MACHINE SET-UP CHARGE	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
U L LABELS	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
PUNCH & DIMPLE COST	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
PLAN REVIEW	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
FACTORY MINIMUM ORDER	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
GRAND AND MASTERKEYING	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
EXPEDITING CHARGES	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
SUBTOTAL	\$0 00	\$0 00	\$0 00	\$2,876 00	\$0 00
10 % OVERHEAD	\$0 00	\$0 00	\$0 00	\$287 60	\$0 00
SUBTOTAL	\$0 00	\$0 00	\$0 00	\$3,163 60	\$0 00
10 % PROFIT	\$0 00	\$0 00	\$0 00	\$316 36	\$0 00
TOTAL QUOTATION	\$0 00	\$0 00	\$0 00	\$3,479 96	\$0 00

TOTAL CHANGE THIS PROPOSAL \$3,480

*CLOSER 1410/9 = 156.66 EACH*

*LOCKSET 2070/5 = 414.50 EACH*

TAX IS NOT INCLUDED IN THIS PROPOSAL. OUR PRICE IS GOOD FOR THIRTY DAYS  
TAX INCLUDED, FOB JOBSITE AND GOOD FOR THIRTY (30) DAYS

WE WILL **NOT** PROCEED WITH THIS CHANGE WITHOUT YOUR WRITTEN CHANGE ORDER OR WRITTEN DIRECTION TO PROCEED IF YOU WISH TO EXPEDITE DELIVERY OF THIS MATERIAL, YOU MAY INDICATE YOUR ACCEPTANCE BY SIGNING BELOW AND RETURNING TO US BY FAX

DOOR PRO SYSTEMS

Curt Webb  
Hugo Yeverino- Hardware

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

**J.W. KELSO COMPANY, INC.**

P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266

(Fax) (409) 740-0268

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-47</b>
------------------------------	--------------------

PROJECT: Mid County Annex COP NO.: 2476-47                      DATE QUOTED 03/20/12	PROJECT NO: 205 ARCH. PROJECT NO : DAYS ALLOWED FOR APPROVAL: EXPIRATION DATE: 03/20/12 REQUESTED EXTENSION OF TIME IN DAYS:
TO: Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	

**DESCRIPTION**  
 Add closures and revise hardware sets per 3/8/12 revision

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$4,860.28</b>

<b>APPROVAL</b>
NAME: _____ ARCH. _____ DATE: _____ SEND COPIES TO

<b>J.W. KELSO COMPANY, INC</b>
BY: J.P. Nitsch, Project Manager
DATE: 3/20/12

<b>SUB SUBTOTAL:</b>		\$4,860.28
<b>INSUR. &amp; BOND.</b>	3.25%	\$157.96
		\$0.00
		\$0.00
		\$0.00
<b>SUBTOTAL:</b>		\$5,018.24
<b>OVERHEAD:</b>	10%	\$501.82
<b>SUBTOTAL</b>		\$5,520.06
<b>PROFIT:</b>	5%	\$276.00
<b>TOTAL COP AMOUNT</b>		<b>\$5,796.06</b>



**J.W. KELSO COMPANY, INC.**

P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266

(Fax) (409) 740-0268

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-48</b>
------------------------------	--------------------

<p>PROJECT Mid County Annex                  COP NO 2476-48                      DATE QUOTED: 04/09/12</p> <p>TO Dudley Anderson                  Galveston County                  722 Moody St 8th Floor                  Galveston, TX 77550                  (Phone) (409) 770-5330 (Fax)</p> <p>DESCRIPTION                  T&amp;M reframe F3 window at sector M</p>	<p>PROJECT NO 205                  ARCH PROJECT NO .                  DAYS ALLOWED FOR APPROVAL.                  EXPIRATION DATE 04/09/12                  REQUESTED EXTENSION OF TIME IN DAYS</p>
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SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$555 36</b>

<b>APPROVAL</b>
NAME: _____ ARCH _____ DATE _____  SEND COPIES TO _____

<b>J.W. KELSO COMPANY, INC.</b>
BY: J P Nitsch, Project Manager
DATE 4/9/12

	<b>SUB SUBTOTAL:</b>	<b>\$555 36</b>
INSUR & BOND	3 25%	\$18 05
		\$0 00
		\$0 00
		\$0 00
	<b>SUBTOTAL</b>	<b>\$573 41</b>
OVERHEAD	10%	\$57 34
	<b>SUBTOTAL</b>	<b>\$630 75</b>
PROFIT	5%	\$31 54
		<b>\$662 29</b>
<b>TOTAL COP AMOUNT</b>		<b>\$662 29</b>







Galveston County
722 Moody Ave Galveston TX 77550

Allowance Expenditure Authorization

PROJECT Mid County Annex

TRADE CONTRACTOR JW Kelso

PO# C102476 DATE 6/13/12

AUTHORIZATION NO. 30

To Galveston County

Attn: Dudley Anderson, OC Unbehagen

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Time and or Amount

Description of Work: This pricing includes an add to relaminate 3 doors which were damaged during construction.

Table with 2 columns: Description and Amount. Rows include Original Allowance Sum (\$146,150.00), Allowance Expenditures Prior to this Authorization (\$144,479.84), Allowance Balance Prior to this Authorization (\$1,670.16), Allowance Sum will be increased/decreased by this Authorization (\$1,625.65), and Allowance Balance (\$44.51).

Architect signature and Trade Contractor signature

DATE 6/14/12

Construction Manager Agent

DATE

Galveston County

DATE

**J.W. KELSO COMPANY, INC.**  
P.O. Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
(Fax) (409) 740-0268

CHANGE ORDER PROPOSAL	NO. 2476-49
-----------------------	-------------

<p><b>PROJECT:</b> Mid County Annex  <b>COP NO.:</b> 2476-49                      <b>DATE QUOTED:</b> 04/19/12</p> <hr/> <p><b>TO:</b> Michael Wood  Hugh Patrick Constructors, Inc  2828 Texas Ave  Texas City, TX 77592-1757  (Phone) 409-978-2122 (Fax) 409-978-2112</p>	<p><b>PROJECT NO.:</b> 205  <b>ARCH PROJECT NO</b>  <b>DAYS ALLOWED FOR APPROVAL:</b>  <b>EXPIRATION DATE:</b> 04/19/12  <b>REQUESTED EXTENSION OF TIME IN DAYS:</b></p>
<p><b>DESCRIPTION</b>  Re-laminate 1 of 2 Mech room Fire Rated door # 414E due to scratched laminate  Re-laminate Break Room door # 388F due to chipped laminate at corner  Re-laminate 1 of 2 Hall way door #292 due to scratched laminate</p>	

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$1,574.48</b>

APPROVAL
<b>NAME:</b> _____ <b>ARCH:</b> _____ <b>DATE:</b> _____ <p style="text-align: center;"><b>SEND COPIES TO</b></p>

J.W. KELSO COMPANY, INC
<b>BY:</b>  J.P. Nitsch, Project Manager <b>DATE:</b> 4/19/12

	<b>SUB SUBTOTAL</b>	<b>\$1,574.48</b>
	<b>INSUR. &amp; BOND.</b> 3.25%	\$51.17
		\$0.00
		\$0.00
		\$0.00
	<b>SUBTOTAL</b>	<b>\$1,625.65</b>
	<b>OVERHEAD</b> 0%	\$0.00
	<b>SUBTOTAL</b>	<b>\$1,625.65</b>
	<b>PROFIT:</b> 0%	\$0.00
<b>TOTAL COP AMOUNT:</b> 2:31:42 PM		<b>\$1,625.65</b>





Galveston County
722 Moody Ave Galveston TX 77550

Allowance Expenditure Authorization

PROJECT: Mid County Annex

TRADE CONTRACTOR: JW Kelso

PO#: C102476 DATE: 6/15/12

AUTHORIZATION NO: 31

To Galveston County

Attn. Dudley Anderson, OC Unbehagen

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the Contract Time and or Amount

Description of Work: COP 2476.50A REPAIR ELECTRIC HARDWARE HINGE CUTOUTS. REMAINDER OF CONTINGENCY

Table with 2 columns: Description and Amount. Rows include Original Allowance Sum (\$146,150.00), Allowance Expenditures Prior to this Authorization (\$146,105.49), Allowance Balance Prior to this Authorization (\$44.51), Allowance Sum will be increased/decreased by this Authorization (\$44.51), and Allowance Balance (\$0.00).

Architect

DATE

Handwritten signature of Trade Contractor

Trade Contractor

DATE 6/15/12

Construction Manager Agent

DATE

Galveston County

DATE

**J.W. KELSO COMPANY, INC.**

P.O. Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266

(Fax) (409) 740-0268

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-50A</b>
------------------------------	---------------------

<b>PROJECT:</b> Mid County Annex <b>COP NO.:</b> 2476-50A <b>DATE QUOTED:</b> 04/25/12	<b>PROJECT NO.</b> 205 <b>ARCH. PROJECT NO.</b> <b>DAYS ALLOWED FOR APPROVAL:</b> <b>EXPIRATION DATE</b> 04/25/12 <b>REQUESTED EXTENSION OF TIME IN DAYS:</b>
<b>TO:</b> Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	

**DESCRIPTION.**  
 Repair Electric Hardware Hinge Cutouts @ Hallway Double Doors where Security Hardware was eliminated  
 Using up remainder of Contingency \$44 51

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
		\$43 11
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$0 00</b>

<b>APPROVAL</b>
<b>NAME:</b> _____ <b>ARCH:</b> _____ <b>DATE:</b> _____ <p style="text-align: center;"><b>SEND COPIES TO</b></p>

<b>J.W. KELSO COMPANY, INC</b>
<b>BY:</b>  J.P. Nitsch, Project Manager <b>DATE:</b> 4/25/12

	<b>SUB SUBTOTAL:</b>	\$43 11
<b>INSUR &amp; BOND</b>	3 25%	\$1 40
		\$0 00
		\$0 00
		\$0 00
	<b>SUBTOTAL</b>	\$44 51
<b>OVERHEAD:</b>		\$0 00
	<b>SUBTOTAL</b>	\$44 51
<b>PROFIT:</b>		\$0 00
<b>TOTAL COP AMOUNT</b>		<b>\$44 51</b>

TOTAL COP AMOUNT 3:30:14 PM

**J.W. KELSO COMPANY, INC.**  
P O. Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
(Fax) (409) 740-0268

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-50B</b>
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<b>PROJECT</b> Mid County Annex <b>COP NO.:</b> 2476-50B <b>DATE QUOTED</b> 04/25/12	<b>PROJECT NO.:</b> 205 <b>ARCH. PROJECT NO.:</b> <b>DAYS ALLOWED FOR APPROVAL:</b> <b>EXPIRATION DATE:</b> 04/25/12 <b>REQUESTED EXTENSION OF TIME IN DAYS:</b>
<b>TO</b> Michael Wood Hugh Patrnck Constructors, Inc. 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	
<b>DESCRIPTION:</b> Repair Electric Hardware Hinge Cutouts @ Hallway Double Doors where Security Hardware was eliminated.	

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
	Deduct from 2476-50B	-\$43.11
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$802.78</b>

APPROVAL
<b>NAME:</b> _____ <b>ARCH.</b> _____ <b>DATE</b> _____ <p style="text-align: center;"><b>SEND COPIES TO</b></p>

J.W. KELSO COMPANY, INC
<b>BY:</b> J.P. Nitsch, Project Manager <b>DATE:</b> 4/25/12

	<b>SUB SUBTOTAL:</b>	\$759.67
<b>INSUR. &amp; BOND</b>	3.25%	\$24.69
		\$0.00
		\$0.00
		\$0.00
<b>SUBTOTAL:</b>		<b>\$784.36</b>
<b>OVERHEAD.</b>	10%	\$78.44
<b>SUBTOTAL</b>		<b>\$862.80</b>
<b>PROFIT</b>	5%	\$43.14
<b>TOTAL COP AMOUNT</b>		<b>\$905.94</b>



**J.W. KELSO COMPANY, INC.**

P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266

(Fax) (409) 740-0268

<b>CHANGE ORDER PROPOSAL</b>	<b>NO. 2476-51</b>
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<b>PROJECT</b> Mid County Annex <b>COP NO</b> 2476-51 <b>DATE QUOTED</b> 06/07/12	<b>PROJECT NO</b> 205 <b>ARCH PROJECT NO</b> <b>DAYS ALLOWED FOR APPROVAL</b> <b>EXPIRATION DATE</b> 06/07/12 <b>REQUESTED EXTENSION OF TIME IN DAYS</b>
<b>TO</b> Michael Wood Hugh Patrick Constructors, Inc 2828 Texas Ave Texas City, TX 77592-1757 (Phone) 409-978-2122 (Fax) 409-978-2112	

**DESCRIPTION**  
 COP No 2476-14 submitted before the Contingency Allowance was depleted and no Overhead and Profit added as it was originally intended to be approved under an AEA, but it ended up beng added to and approved under Change Order #1 without the allowed OH&P This COP is for the OH&P owed on COP No 2476-14

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
J W Kelso Company, Inc	OH&P From COP No 2476	\$3,081 18
<i>#6</i> <i>\$3081.18</i>		
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$0 00</b>

APPROVAL
<b>NAME</b> _____ <b>ARCH</b> _____ <b>DATE</b> _____ <p style="text-align: center;"><b>SEND COPIES TO</b></p>

J W KELSO COMPANY, INC
<b>BY</b> J P Nitsch, Project Manager <b>DATE</b> 6/7/12

	<b>SUB SUBTOTAL.</b>	\$3,081 18
		\$0 00
		\$0 00
		\$0 00
		\$0 00
	<b>SUBTOTAL</b>	\$3,081 18
	<b>OVERHEAD</b>	0% \$0 00
	<b>SUBTOTAL</b>	\$3,081 18
	<b>PROFIT</b>	0% \$0 00
<b>TOTAL COP AMOUNT</b>		<b>\$3,081 18</b>

**J.W. KELSO COMPANY, INC.**  
 P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
 (Fax) (409) 740-0268

CHANGE ORDER PROPOSAL	NO. 2476-14
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<p>PROJECT: Mid County Annex          COP NO 2476-14                      DATE QUOTED 04/14/11</p> <p>TO Dudley Anderson          Galveston County          722 Moody St 6th Floor          Galveston, TX 77550          (Phone) (409) 770-5330 (Fax)</p>	<p>PROJECT NO.: 205          ARCH PROJECT NO .          DAYS ALLOWED FOR APPROVAL. 10          EXPIRATION DATE 04/24/11          REQUESTED EXTENSION OF TIME IN DAYS:</p>
<p><b>DESCRIPTION</b>          Per RFI 104 furnish and install 2 extra layer of 5/8" type X sheetrock to partition type K</p> <p><i>No. 15, 12, 11 - 1/2" x 1/2" x 1/2"</i></p>	

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$19,878.61</b>

APPROVAL
NAME: _____
ARCH: _____
DATE: _____
SEND COPIES TO

<b>SUB SUBTOTAL:</b>	<b>\$19,878 61</b>
SMALL TOOLS	\$0.00
SAFETY PROGRAM.	\$0.00
	\$0.00
	\$0.00
<b>SUBTOTAL</b>	<b>\$19,878 61</b>
OVERHEAD.	\$0.00
<b>SUBTOTAL</b>	<b>\$19,878 61</b>
PROFIT.	\$0.00
<b>TOTAL COP AMOUNT 10-51:13</b>	<b>\$19,878 61</b>

J.W. KELSO COMPANY, INC
BY: _____
J P Nitsch, Project Manager
DATE: 4/14/11



July Rec'd 3/27

**Galveston County**  
**722 Moody Ave Galveston TX 77550**

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project..... Mid County Annex  
Proposal Number:.....B101075  
PO Number:..... C102476  
Date' ..... July 15, 2011

Trade Contractor. JW Kelso Company, Inc  
7225 Harborside Drive  
Galveston, Tx 77554  
Attn: John W. Kelso, President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement.

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions and are more fully described below. The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

**Description of Work:**

1. unexecuted Change Directive 02 - Item #1 dated March 4, 2011 .. ..Cost .. \$22,806.48 ✓ CP19  
This item added scope to the drywall Trade Contract to provide furring and backer board to cover up larger than anticipated steel lintel angles in new window openings.
2. Change Directive 01- revised Item #2A... ..Cost... \$43,803.75 ✓ CP18  
This item added scope to the drywall Trade Contract to provide additional above ceiling maintenance mezzanine for access to mechanical equipment and tele/data lines.
3. Change Directive 01-revised Item #2B..... ..Cost... \$19,878.00 ✓ CP14

W:\Architecture\0 PROJECTS\09-005 Mid County Annex\AP - Fees-Invoices-Expenses\Construction\UW Kelso drywall\Allowance-Change\Change Order 01.doc

**J.W. KELSO COMPANY, INC.**  
 P O Box 2110, Galveston, TX 77553

(Phone) (409) 740-0266  
 (Fax) (409) 740-0268

CHANGE ORDER PROPOSAL	NO. 2476-14
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PROJECT Mid County Annex COP NO 2476-14                      DATE QUOTED 04/14/11  TO Dudley Anderson Galveston County 722 Moody St 6th Floor Galveston , TX 77550 (Phone) (409) 770-5330 (Fax)	PROJECT NO 205 ARCH. PROJECT NO DAYS ALLOWED FOR APPROVAL 10 EXPIRATION DATE 04/24/11 REQUESTED EXTENSION OF TIME IN DAYS
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**DESCRIPTION.**  
 Per RFI 104 furnish and install 2 extra layer of 5/8" type X sheetrock to partition type K

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
<b>TOTAL FROM WORK BREAKDOWN PAGES</b>		<b>\$19,878 61</b>

<b>APPROVAL</b>
NAME _____
ARCH. _____
DATE. _____
SEND COPIES TO

<b>J.W. KELSO COMPANY, INC.</b>
BY _____
J P. Nitsch, Project Manager
DATE: 4/14/11

	<b>SUB SUBTOTAL:</b>	\$19,878 61
<b>SMALL TOOLS:</b>		\$0.00
<b>SAFETY PROGRAM:</b>		\$0 00
		\$0.00
		\$0.00
<b>SUBTOTAL.</b>		\$19,878 61
<b>OVERHEAD.</b>	10%	→ \$1,987.86
<b>SUBTOTAL</b>		\$21,866 47
<b>PROFIT.</b>	5%	→ \$1,093 32
<b>TOTAL COP AMOUNT 10:51:36</b>		<b>\$22,959 79</b>

3081.18

AGENDA

ITEM

#17e2



**Galveston County**  
**722 Moody Ave Galveston TX 77550**

**Change Order to the Agreement Between Galveston County and the JW Kelso**

**01**

Project.....	.....	<b>Mid County Annex</b>
Proposal Number .....	.....	<b>B101081</b>
PO Number.....	.....	<b>C102164</b>
Date' .....	.....	<b>6-4-12</b>

Trade Contractor. JW Kelso - Flooring

Attn JP Nitsch

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

**Description of Work:**

Trade contract contingency deduct.. .....	.....	<b>\$(7,833 24)</b>
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C:\Users\mwood\Desktop\MCA\Close Out And Remaining Change Orders and Change Directives\Carpet CO 1 2-17-12.doc

Original Contract Sum	\$467,250 00
Authorized Changes Prior to this Change Order	\$0 00
Contract Sum Prior to this Change Order	\$467,250 00
Contract Sum will be <b>decreased</b> by this Change Order	\$7,833 24
Contract Sum	\$459,416.76

*James D. Anderson*  
 JDA  
 Architect

6/7/2012  
 pending  
 DATE

*[Signature]*  
 JPN  
 Trade Contractor

6/5/12  
 pending  
 DATE

*Mill Wood*  
 MW  
 Construction Manager Agent

6/6/12  
 pending  
 DATE

*Kent Clark*  
~~Mark Henry, County Judge~~  
 Galveston County  
 Kenneth Clark, Acting County Judge

6/26/12  
 pending  
 DATE

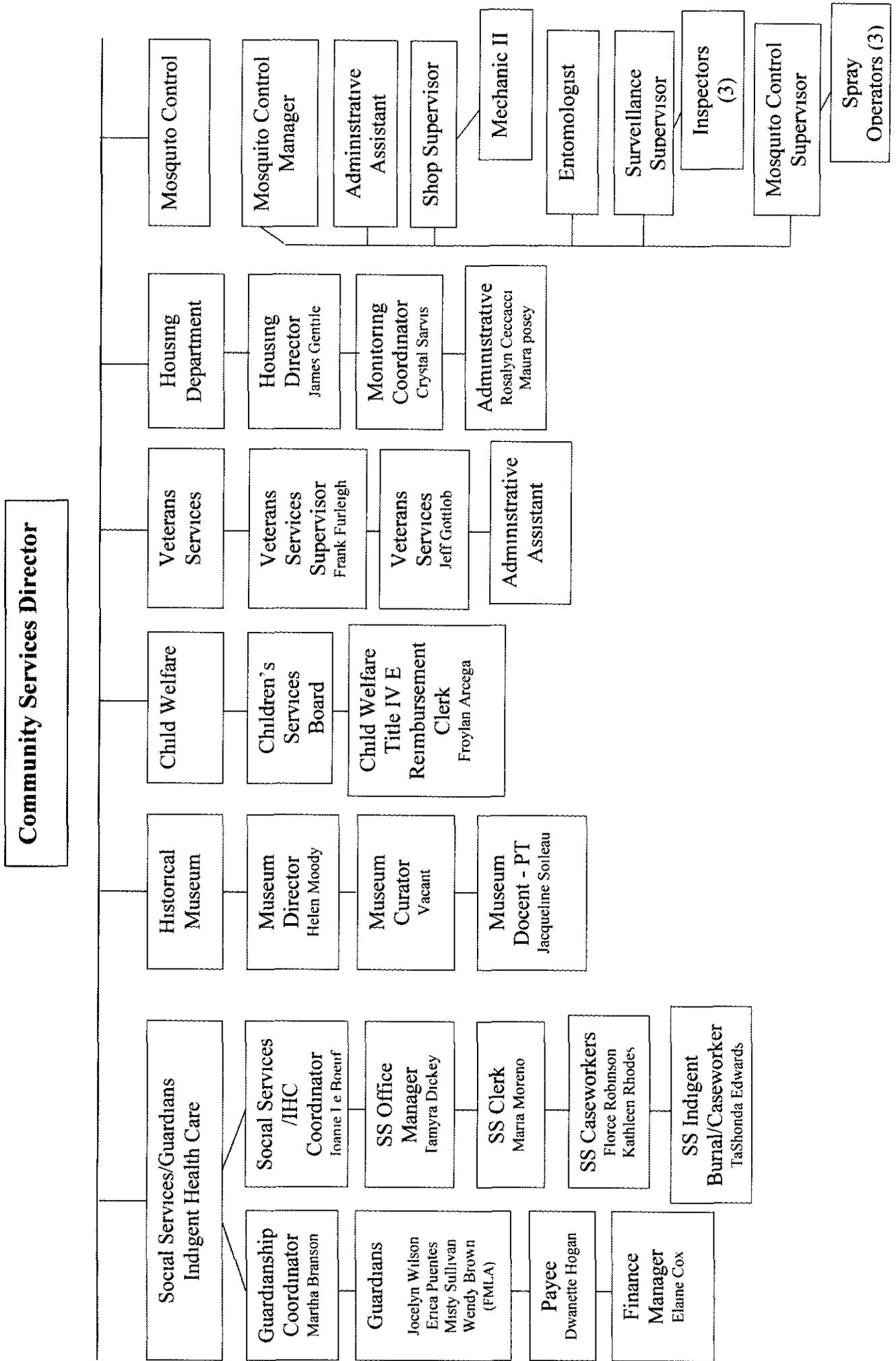


AGENDA

ITEM

#18a

# Community Services Division



AGENDA

ITEM

#19a

## Robertson, Elizabeth

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**From:** Robertson, Elizabeth  
**Sent:** Wednesday, June 13, 2012 11:04 AM  
**To:** agenda  
**Cc:** Fitzgerald, Mike  
**Subject:** June 26, 2012 Agenda

#19a

Please place the following on the June 26<sup>th</sup> agenda

- 1 "Consideration of GLO Coastal Lease No. CL20070008 for the Boulevard Drive Shoreline Revetment & Bacliff Boat Ramp Revetment & Improvements submitted by the County Engineer"
- 2 "Consideration of GLO Miscellaneous Easement No. ME20120 for the Frenchtown Road Bridge 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 5357 fax



# TEXAS GENERAL LAND OFFICE

## COASTAL LEASE NO. CL20070008

By virtue of the authority granted by Chapter 33 of the Texas Natural Resources Code, Title 31 of the Texas Administrative Code, all amendments thereto, all other applicable statutes, and subject to all rules and regulations promulgated pursuant thereto, the State of Texas (the "Grantor"), acting by and through the Commissioner of the General Land Office (the "GLO") as Chairman of the School Land Board (the "Board") on behalf of the Permanent School Fund (the "PSF"), hereby grants to the grantee (the "Grantee") named under the "Grantee Name" section of Attachment A, the Control Page, the right to use a tract of state-owned real property (the "Premises"), which property is described in the "Premises" section of Attachment A and further depicted in Attachment B, for the purposes described in this agreement (the "Agreement")

### ARTICLE I: INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms,
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Agreement as a whole and not to any particular provision, section, Attachment, or schedule, unless otherwise specified,
- (c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Agreement, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation,
- (d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement,
- (e) All attachments within this Agreement, including those referenced by incorporation, and any amendments are considered part of the terms of this Agreement,
- (f) This Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms,
- (g) Unless otherwise expressly provided, reference to any action of the Grantor or by the Grantor by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Grantor shall not be unreasonably withheld or delayed,
- (h) All due dates and/or deadlines referenced in this Agreement that occur on a weekend or holiday shall be considered as if occurring on the next business day,
- (i) All time periods in this Agreement shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received, and
- (j) Time is of the essence in this Agreement

### ARTICLE II: GRANTING CLAUSE

**2 01 GRANTING CLAUSE:** IN CONSIDERATION OF THE PAYMENTS STATED IN ARTICLE IV OF THIS AGREEMENT AND OTHER CONSIDERATION STATED THEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND ACCORDING TO THE COVENANTS AND COMMITMENTS HEREIN AGREED TO BE KEPT AND PERFORMED BY THE GRANTEE, THE GRANTOR GRANTS TO THE GRANTEE THE RIGHT TO USE THE PREMISES FOR THE PURPOSES AND UNDER THE CONDITIONS AND OBLIGATIONS DESCRIBED IN THE FOLLOWING SECTION OF THIS AGREEMENT

**2 02 SCOPE OF GRANTING CLAUSE:** THE GRANTEE'S USE OF THE PREMISES IS SUBJECT TO COMPLIANCE WITH THE FOLLOWING COVENANTS, OBLIGATIONS, AND CONDITIONS

- (a) Use The Premises may be used by the Grantee solely for those uses specified under the "Use(s) of Premises" section of Attachment A and for no other purpose. Except as otherwise provided in this Agreement, the Premises are to remain in their current topographical and hydrologic condition during the term of the Agreement. The Grantee is specifically prohibited from modifying the Premises in any manner not authorized in this Agreement and from using, or allowing the use by others, of the Premises for any other purpose

(b) **Trash** The Grantee shall be responsible for the removal and disposal of all trash at the Premises, whether or not such trash is generated by the Grantee or its guests and invitees.

(c) **Improvements**

(i) The Grantee's right to use the Premises is exclusive as to those alterations, additions, and/or improvements located, or to be located, on the Premises (collectively the "Improvements"), as more specifically described under the "Use(s) of Premises" section of **Attachment A** and further depicted on **Attachment B**, and non-exclusive as to the remainder. The location of the Improvements shall become fixed as specified under **Attachment B** and shall not be changed except by a written amendment to this Agreement. Improvements existing prior to the execution of this Agreement are and shall remain the property of the Grantor.

(ii) Except as otherwise allowed in this Agreement, no construction, land modifications or excavation, or permanent property improvements may be allowed or undertaken without the Grantor's prior express written consent. The Grantee may not maintain or allow any nuisances or public hazards on the Premises, and shall be under a duty to abate or remove any activity or property constituting or contributing to a hazard or nuisance. The Grantee may file a criminal complaint or institute civil proceedings to protect his right of possession and leasehold interest in the Premises against trespass of other infringement of the Grantee's rights by third parties. The Grantee is specifically prohibited from using or allowing the use by others of the Premises for any purpose not stated herein, including, but not limited to, mining, hauling, or otherwise removing rock, sand, gravel, aggregate, or other such materials, without the Grantor's prior express written approval.

(iii) Prior to undertaking construction or installation of Improvements on the Premises, the Grantee shall provide written notice of the terms of this Agreement to each person or entity authorized by the Grantee to perform any such activity on its behalf. If a dispute arises concerning construction or installation of the Improvements, the Grantee shall provide the Grantor with a copy of all applicable notices within ten (10) days of the Grantor's written request.

(iv) The Grantee, in its sole cost and expense, shall make, and be solely responsible for, any repairs, maintenance, or replacements to the Improvements that the Grantor considers necessary or as required by this Agreement. If the Grantee fails or refuses to honor such a request, or in case of an emergency, the Grantor may make such repairs, maintenance, renewals, or replacements. **THE GRANTEE WAIVES ANY CLAIM FOR DAMAGE CAUSED THEREBY AND IS LIABLE TO THE GRANTOR FOR ANY COSTS INCURRED;**

(v) Prior to expiration of this Agreement or upon notice of termination, the Grantee shall remove all of the Improvements, remove any resulting debris, and pay Grantor all monies due. The grantee shall take whatever measures are necessary to restore the area involved as nearly as practicable to the same condition that existed prior to placement of any Improvements. If the Grantee fails to comply with this provision, the Grantor shall have the right to perform the work, in which event the Grantee shall be liable to the Grantor for all cost, loss, and damage incurred by the Grantor.

(vi) Notwithstanding the preceding, pursuant to Title 31 of the Texas Administrative Code, the Grantor may waive the removal/restoration requirements in this Section if, in the Grantor's sole opinion and discretion, such waiver is in the best interest of the State. Any such waiver shall be in writing and may be conditioned upon factors including the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the State, and

(vii) Grantee shall insure that all Improvements constructed, placed, or operated by it on the Premises are visible to operators of marine craft at all times. Grantee shall further take any and all steps necessary to insure that Improvements constructed, placed, or operated by it on the Premises do not constitute a hazard to operators of marine craft. Grantee may not restrict or prevent other persons from access to navigating open, navigable waters.

(d) **Adjacent Property**

(i) The Premises are located adjacent to property that is owned by the Grantee or in which the Grantee has a possessory interest (the "Adjacent Property") and is further described under the "Adjacent Property" section of **Attachment A**, and

(ii) If the Grantee is divested of its interest in the Adjacent Property, the Grantor may terminate this Agreement upon ten (10) days written notice to the Grantee.

(e) **Special Conditions** The Grantee shall adhere to the special conditions, if any, listed under the "Special Conditions" section of **Attachment A**.

**2.03 AS IS: THE GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS," IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION OF THE GRANTOR WITH RESPECT TO THE CONDITION OF THE PREMISES, BUT IS RELYING ON THE GRANTEE'S OWN INSPECTION OF THE PREMISES. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS AGREEMENT IS FREE OF LIENS, ENCUMBRANCES, AND/OR PRIOR RIGHTS. THE GRANTEE IS PUT ON**

NOTICE THAT OTHER GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND THE GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GLO AND RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

**2.04 RESERVATIONS:** THE GRANTOR RESERVES THE FULL USE OF THE PREMISES AND ALL RIGHTS WITH RESPECT TO ITS SURFACE AND SUBSURFACE FOR ANY AND ALL PURPOSES EXCEPT FOR THOSE GRANTED TO THE GRANTEE. THE AFOREMENTIONED RESERVED FULL USE OF THE PREMISES BY THE GRANTOR INCLUDES THE RIGHT OF INGRESS, EGRESS, AND USE OF THE PREMISES BY THE GRANTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND OTHER AUTHORIZED USERS FOR ANY AUTHORIZED PURPOSE.

**2.05 RIGHT OF ENTRY**

- (a) In any circumstances where the Grantor is granted a right of entry on the Premises during the term of the Agreement, no such entry shall constitute an eviction or disturbance of the Grantee's use and possession of the Premises, a breach by the Grantor of any of its obligations hereunder, render the Grantor liable for damages for loss of business or otherwise, entitle the Grantee to be relieved from any of its obligations hereunder, grant the Grantee any right of off-set or recoupment, or other remedy
- (b) In exercising any right of entry, the Grantor agrees to exercise its right of entry only at reasonable times (except in an emergency) for purposes of inspection, repair, and as necessary to protect the State's interests, and the Grantor agrees not to unreasonably interfere with the Grantee's authorized use of the Premises. The Grantee shall provide the Grantor with keys or combinations to all locks that may limit access to the Premises
- (c) Further, the Grantee authorizes the State, its officers, agents, representatives, and employees to access the Premises over and across Grantee's Adjacent Property. Grantor agrees to use the Adjacent Property only to the extent and for the length of time necessary to provide access to and from the Premises. The foregoing authorization creates a license only, and does not create an easement over the Adjacent Property
- (d) Grantee acknowledges that Grantor's right of ingress and egress shall remain in effect as long as any improvements placed on the Premises by Grantee remain on the Premises and/or as necessary for Grantor to confirm the removal (in whole or in part) of those improvements
- (e) Any aforementioned right of entry shall survive the termination of this Contract

**2.06 DAMAGE OR DESTRUCTION OF PREMISES AND/OR IMPROVEMENTS:** NO DAMAGE TO THE PREMISES, OR DAMAGE TO OR DESTRUCTION OF ANY IMPROVEMENTS, SHALL IN ANY WAY ALTER, AFFECT, OR MODIFY THE GRANTEE'S OBLIGATIONS UNDER THIS AGREEMENT. IN THE EVENT ANY SUCH DAMAGE OR DESTRUCTION EXCEEDS THE COST LISTED UNDER THE "COST OF DAMAGE" SECTION OF ATTACHMENT A PER EVENT TO REPAIR, THE GRANTEE SHALL GIVE WRITTEN NOTICE TO GRANTOR WITHIN SEVEN (7) CALENDAR DAYS OF THE DAMAGE OR DESTRUCTION, INCLUDING A DESCRIPTION OF THE DAMAGE OR DESTRUCTION AND, AS FAR AS KNOWN TO THE GRANTEE, THE CAUSE OF THE DAMAGE OR DESTRUCTION. THE GRANTEE SHALL IMMEDIATELY REMOVE ALL DEBRIS RESULTING FROM SUCH DAMAGE OR DESTRUCTION AND TAKE SUCH ACTION AS IS NECESSARY TO PLACE THE PREMISES IN A NEAT, SAFE CONDITION. WITHIN 90 DAYS OF THE EVENT CAUSING THE DAMAGE OR DESTRUCTION, THE GRANTEE MUST EITHER REPAIR OR REPLACE THE IMPROVEMENTS, IF PERMITTED BY LAW, OR RETURN THE PREMISES TO THEIR NATURAL CONDITION. THE GRANTOR MAY MAKE REPAIRS OR REPLACEMENTS PURSUANT TO THIS SECTION, WHEREUPON THE GRANTEE SHALL BE LIABLE TO PAY THE GRANTOR, UPON DEMAND, THE COST AND EXPENSE INCURRED IN ACCOMPLISHING SUCH ACTION. ANY FAILURE BY THE GRANTEE TO MAKE SUCH PAYMENT TO THE GRANTOR MAY BE TREATED BY THE GRANTOR AS AN EVENT OF DEFAULT.

**ARTICLE III: TERM**

The effective date and termination date of this Agreement are specified under the "Effective and Termination Dates" section of Attachment A, unless renewed or earlier terminated as provided herein. Unless otherwise specified herein, renewal of this Agreement is at the sole discretion of the Grantor.

**ARTICLE IV: CONSIDERATION**

THE GRANTEE SHALL PAY, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE PAYMENT(S) AND/OR FEE(S) LISTED UNDER THE "PAYMENT(S) AND/OR FEE(S)" SECTION OF ATTACHMENT A ON OR BEFORE THE DUE DATE.

**ARTICLE V: EVENTS OF DEFAULT**

**5.01 EVENTS OF DEFAULT:** WITH RESPECT TO THE GRANTEE, IT SHALL BE AN EVENT OF DEFAULT HEREUNDER ("EVENT OF DEFAULT") IF

- (a) the Grantee fails or refuses to timely pay Consideration or any other payments required by this Agreement after it becomes due,
- (b) the Grantee fails or refuses to comply, timely perform, or observe any of the covenants, duties, obligations, and/or conditions under this Agreement;
- (c) the Grantee abandons or vacates the Improvements, the Premises, or any significant portion thereof,

- (d) there is an entry of a court order requiring the dissolution, winding up, or termination of the Grantee's business affairs, or
- (e) the Grantee fails to materially comply with rules and regulations in the Texas Administrative Code, the Texas Natural Resources Code, or any other rules or regulations promulgated by any state or federal governmental entity with proper jurisdiction over any of the uses permitted under this Agreement, unless such a failure to comply is redressed through an enforcement action by an applicable state agency with proper jurisdiction

**5.02 NOTICE AND CURE:** THERE SHALL BE NO CONSEQUENCES FOR AN EVENT OF DEFAULT UNDER THIS AGREEMENT, UNLESS THE DEFAULTING PARTY RECEIVES WRITTEN NOTICE OF THE EVENT OF DEFAULT AND SUCH EVENT OF DEFAULT CONTINUES FOR A PERIOD OF 30 DAYS AFTER THE DEFAULTING PARTY RECEIVES THE NOTICE. A NOTICE OF EVENT OF DEFAULT SHALL SPECIFY THE EVENT OR EVENTS CONSTITUTING THE DEFAULT. THIS 30 DAY PERIOD SHALL BE EXTENDED IF THE ACT, EVENT, OR CONDITION IS ONE THAT BY ITS NATURE OR CIRCUMSTANCES REASONABLY REQUIRES MORE THAN 30 DAYS TO CURE, PROVIDED, HOWEVER, THE DEFAULTING PARTY SHALL PROMPTLY AND IN GOOD FAITH INITIATE AND DILIGENTLY PURSUE MEASURES THAT ARE EXPECTED TO CURE OR ELIMINATE THE EVENT OF DEFAULT IN A REASONABLE PERIOD OF TIME. IF EITHER PARTY FAILS TO CURE AN EVENT OF DEFAULT, THE NON-DEFAULTING PARTY SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE. THIS NOTICE AND CURE PROVISION DOES NOT APPLY TO AN EVENT OF DEFAULT UNDER PROVISION 5.01(A) OR ANY EMERGENCY SITUATIONS THAT AFFECT PUBLIC HEALTH OR SAFETY.

**5.03 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER:** IF AN EVENT OF DEFAULT OCCURS AND THE GRANTEE FAILS TO CURE WITHIN THE PERIOD PROVIDED ABOVE, THE GRANTOR MAY, AT ITS OPTION, DO ANY ONE OR MORE OF THE FOLLOWING:

- (a) terminate this Agreement by sending written notice of such termination, in which event the Grantee shall immediately surrender possession of the Premises to the Grantor (such termination shall not prejudice the rights of the Grantor for any claim of payments due),
- (b) enter upon and take possession of the Premises and expel or remove the Grantee and any other occupant, with or without having terminated the Agreement, or
- (c) alter locks and other security devices, if any, at the Premises.

The failure of either the Grantee or the Grantor to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any other right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the Grantee or the Grantor may be exercised from time-to-time and as often as may be deemed expedient by the Grantee or the Grantor, as the case may be. In an Event of Default, the Grantor shall have the option, but not the obligation, to mitigate its damages.

#### **ARTICLE VI: GENERAL TERMS, CONDITIONS, AND EXCEPTIONS**

**6.01 ASSIGNMENT:** THE GRANTEE SHALL NOT ASSIGN OR OTHERWISE DISPOSE OF AN INTEREST IN THIS AGREEMENT OR THE PREMISES WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE GRANTOR, AND ANY ATTEMPT TO ASSIGN OR OTHERWISE DISPOSE WITHOUT CONSENT SHALL BE VOID AND OF NO EFFECT. THIS PROHIBITION AGAINST ASSIGNING OR DISPOSITION SHALL BE CONSTRUED TO INCLUDE A PROHIBITION AGAINST ANY ASSIGNMENT OR DISPOSITION BY OPERATION OF LAW. IF THIS AGREEMENT IS ASSIGNED, OR IF AN INTEREST IN THIS AGREEMENT OR THE PREMISES IS DISPOSED OF, THE GRANTOR MAY NEVERTHELESS COLLECT CONSIDERATION FROM THE ASSIGNEE AND APPLY THE NET AMOUNT COLLECTED TO THE CONSIDERATION PAYABLE HEREUNDER. NO SUCH TRANSACTION OR COLLECTION OF CONSIDERATION SHALL RELEASE THE GRANTEE FROM THE FURTHER PERFORMANCE OF ITS COVENANTS, DUTIES, AND OBLIGATIONS.

**6.02 INDEMNITY:** The Grantee assumes responsibility for the condition of the Premises. The Grantee expressly agrees to use and occupy the Premises and place any Improvements on the Premises at its own risk. The Grantee shall be responsible for the safety and well being of its employees, customers, and invitees. These requirements shall survive the term of this Agreement until all claims have been settled or resolved and suitable evidence to that effect has been furnished to the Grantor.

#### **6.03 PROTECTION OF NATURAL AND HISTORICAL RESOURCES**

(a) **Unauthorized Discharge:** The Grantee shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground, or water in, on, or about the Premises through an unauthorized discharge, and to protect and preserve natural resources and wildlife habitat. In the event of such discharge or damage to natural resources in, on, or about the Premises that is the result of an act or omission of the Grantee, its officers, employees, agents, representatives, contractors, and/or invitees, the Grantee shall immediately notify appropriate agencies of the State of Texas and the Grantor and undertake all required and appropriate action to remedy the same. The Grantee shall be liable for all damages to the Premises, public lands, and waters as a result of such act or omission and for mitigation of any such damages.

(b) **Natural Historical Preservation Act and Antiquities Code of Texas:** THE GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 AND THE ANTIQUITIES CODE OF TEXAS. IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT, OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR

HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, THE GRANTEE SHALL IMMEDIATELY CEASE SUCH ACTIVITIES AND SHALL IMMEDIATELY NOTIFY THE GRANTOR AND THE TEXAS HISTORICAL COMMISSION, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

**6.04 COMPLIANCE WITH OTHER LAWS; NUISANCE:** THE GRANTEE, AT ITS OWN EXPENSE, WILL COMPLY WITH ALL FEDERAL, STATE, MUNICIPAL, AND OTHER LAWS, CODES, ORDINANCES, RULES, AND REGULATIONS APPLICABLE TO THE PREMISES, AND WILL INSTALL, REMOVE, AND ALTER SUCH EQUIPMENT AND FACILITIES IN, AND MAKE SUCH ALTERATIONS TO, THE PREMISES AS MAY BE NECESSARY TO COMPLY. THE GRANTEE WILL NOT MAKE ANY UNLAWFUL USE OF THE PREMISES OR PERMIT ANY UNLAWFUL USE THEREOF, AND WILL NOT COMMIT, OR PERMIT ANYONE ELSE TO COMMIT, ANY ACT THAT IS A NUISANCE OR ANNOYANCE TO THE GRANTOR OR ADJACENT PROPERTY OWNERS OR TENANTS, OR WHICH MIGHT, IN THE EXCLUSIVE JUDGMENT OF THE GRANTOR, DAMAGE THE GRANTOR'S GOODWILL OR REPUTATION, OR TEND TO INJURE OR DEPRECIATE THE VALUE OF THE PREMISES AND/OR ANY IMPROVEMENTS LOCATED THEREON. THE OBLIGATIONS OF THE GRANTEE UNDER THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

**6.05 NOTICE**

(a) The Grantee shall provide written notice to the Grantor of any change in the Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement. The Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within 30 days following such request.

(b) Any payments and required written notices under this Agreement shall be delivered by hand, facsimile, or United States Registered or Certified Mail, adequate postage prepaid, to the address(es) listed under the "Address(es) for Notification" section of Attachment A. A party may change its address by giving notice as provided above. No change of address shall be binding until notice of such change of address is given as required.

**6.06 SEVERABILITY:** IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE UNENFORCEABLE BY A COURT OF LAW OR EQUITY, THIS AGREEMENT SHALL BE CONSTRUED AS IF SUCH PROVISION DID NOT EXIST AND THE NON-ENFORCEABILITY OF SUCH PROVISION SHALL NOT BE HELD TO RENDER ANY OTHER PROVISION OR PROVISIONS OF THIS AGREEMENT UNENFORCEABLE.

**6.07 ENTIRE AGREEMENT:** THIS AGREEMENT AND ITS ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES AND SUCH ARE INTENDED AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE PROMISES, REPRESENTATIONS, NEGOTIATIONS, DISCUSSIONS, AND OTHER AGREEMENTS THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE SUBJECT MATTER HEREOF. UNLESS AN ATTACHMENT TO THIS AGREEMENT SPECIFICALLY DISPLAYS A MUTUAL INTENT TO AMEND A PARTICULAR PART OF THIS AGREEMENT, GENERAL CONFLICTS IN LANGUAGE BETWEEN ANY SUCH ATTACHMENT AND THIS AGREEMENT SHALL BE CONSTRUED CONSISTENTLY WITH THE TERMS OF THIS AGREEMENT. UNLESS OTHERWISE EXPRESSLY AUTHORIZED BY THE TERMS OF THIS AGREEMENT, NO MODIFICATION, RENEWAL, EXTENSION, OR AMENDMENT TO THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES UNLESS THE SAME IS IN WRITING AND SIGNED BY THE RESPECTIVE PARTIES HERETO.

**6.08 TAXES:** THE GRANTEE SHALL, AS FURTHER CONSIDERATION FOR THIS AGREEMENT, PAY AND DISCHARGE ALL "TAXES" (AS HEREINAFTER DEFINED) PROPERLY ASSESSED IN ANY CALENDAR YEAR (OR PORTION THEREOF) DURING THE TERM OF THIS AGREEMENT. FOR THE PURPOSES OF THIS AGREEMENT, THE TERM "TAXES" MEANS ALL TAXES, ASSESSMENTS, IMPOSITIONS, LEVIES, CHARGES, EXCISES, FEES, LICENSES, AND OTHER SUMS (WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER FORESEEN OR UNFORESEEN, AND WHETHER UNDER THE PRESENT SYSTEM OF TAXATION OR SOME OTHER SYSTEM), THAT DURING THE TERM OF THIS AGREEMENT MAY BE LEVIED, ASSESSED, CHARGED, OR IMPOSED BY ANY GOVERNMENTAL AUTHORITY OR OTHER TAXING AUTHORITY OR ACCRUE ON THE PREMISES AND ANY IMPROVEMENTS OR OTHER PROPERTY THEREON, WHETHER BELONGING TO THE GRANTOR OR THE GRANTEE, OR TO WHICH EITHER OF THEM MAY BECOME LIABLE IN RELATION THERETO. THE TERM "TAXES" SHALL ALSO INCLUDE ALL PENALTIES, INTEREST, AND OTHER CHARGES PAYABLE BY REASON OF ANY DELAY OR FAILURE OR REFUSAL OF THE GRANTEE TO MAKE TIMELY PAYMENTS AS REQUIRED PURSUANT TO THIS PROVISION. THE GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR HARMLESS FROM LIABILITY FOR ANY AND ALL TAXES, TOGETHER WITH ANY INTEREST, PENALTIES, OR OTHER SUMS IMPOSED, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.

**6.09 ENCUMBRANCE OF INTEREST:** THE GRANTEE MAY NOT MORTGAGE, HYPOTHECATE, ENCUMBER, OR GRANT ANY DEED OF TRUST OR SECURITY INTEREST THAT ENCUMBERS THE PREMISES. FURTHER, THE GRANTEE MAY NOT COLLATERALLY ASSIGN ANY RENT OR OTHER INCOME GENERATED FROM THE PREMISES. PRIOR TO EXPIRATION OR TERMINATION OF THIS AGREEMENT, THE GRANTEE WILL PROVIDE THE GRANTOR WITH DOCUMENTATION SUFFICIENT TO EVIDENCE THE GRANTOR'S OWNERSHIP OF THE IMPROVEMENTS NOT REQUIRED TO BE REMOVED PER ARTICLE II.

**6.10 PROPER AUTHORITY:** EACH PARTY HERETO REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT ON ITS BEHALF HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.

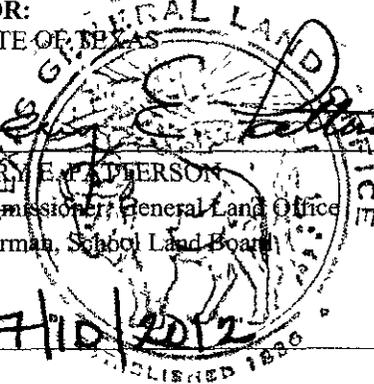
**6.11 RELATIONSHIP OF THE PARTIES:** NOTHING CONTAINED IN THIS CONTRACT SHALL BE DEEMED OR CONSTRUED TO CREATE A PARTNERSHIP OR JOINT VENTURE, TO CREATE RELATIONSHIPS OF AN EMPLOYER-EMPLOYEE OR PRINCIPAL-AGENT, OR TO OTHERWISE CREATE FOR THE GRANTOR ANY LIABILITY WHATSOEVER WITH RESPECT TO THE INDEBTEDNESS LIABILITIES, AND OBLIGATIONS OF THE GRANTEE OR ANY OTHER PARTY

**6.12 GRANTEE'S WAIVER OF CERTAIN RIGHTS AND ASSERTIONS** THE GRANTEE WAIVES AND RELINQUISHES ALL RIGHTS THAT THE GRANTEE MIGHT HAVE TO CLAIM ANY NATURE OF LIEN AGAINST THE GRANTOR AND THE PREMISES, OR WITHHOLD OR DEDUCT FROM OR OFFSET AGAINST ANY CONSIDERATION OR OTHER SUMS PROVIDED HEREUNDER TO BE PAID TO THE GRANTOR BY THE GRANTEE THE GRANTEE WAIVES AND RELINQUISHES ANY RIGHT, EITHER AS A CLAIM OR AS A DEFENSE, THAT THE GRANTOR IS BOUND TO PERFORM OR IS LIABLE FOR THE NONPERFORMANCE OF ANY IMPLIED COVENANT OR IMPLIED DUTY OF THE GRANTOR NOT EXPRESSLY SET FORTH IN THIS AGREEMENT

IN TESTIMONY WHEREOF, witness my hand and the Seal of Office

**GRANTOR:**  
THE STATE OF TEXAS

By   
JERRY E. PETERSON  
Commissioner, General Land Office  
Chairman, School Land Board



Date 7/10/2012

**APPROVED**

Contents DW  
Legal AD  
Deputy TST  
Executive ell by la

GRANTEE:  
Galveston County

By Kest Clark  
(Signature)

~~Mark Hopper~~ Kenneth Clark  
(Printed Name)

Acting COUNTY JUDGE  
(Title)

Date. June 26, 2012

ATTEST:

DWIGHT SULLIVAN  
COUNTY CLERK  
By: Brandy Chapman Deputy  
Brandy Chapman



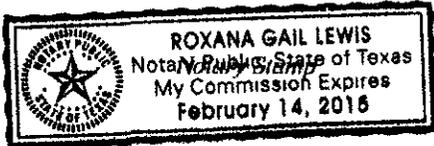
ACKNOWLEDGMENT

STATE OF TX §

COUNTY OF Galveston §

This instrument was acknowledged before me on the 26<sup>th</sup> day of June,  
2012, by Kenneth Clark (Grantee or Agent Representative)

Roxana G. Lewis  
(Notary Signature)



Notary Public, State of TX

My commission expires Feb. 14, 2015

Information collected by electronic mail and by web form is subject to the Public Information Act, Chapter 552 Government Code

**ATTACHMENT A: CONTROL PAGE**

**GRANTEE'S NAME**

Galveston County

**PREMISES**

A portion of State Tract Number 304, Galveston Bay, Chambers County, Texas (the "Premises") The Premises are further described and depicted on Attachment B attached hereto and incorporated herein by reference

**USE(S) OF PREMISES**

Authorized Use(s) of the Premises A public 6' x 56' walkway and a 6' x 16' L-head encumbering 432 square feet, and a 38' x 42' concrete boat ramp for an encumbrance of 1,596 square feet, and a 15' x 1,642' band of "no fee" riprap comprising an additional 24,630 square feet, for a total project encumbrance of 26,658 square feet of coastal public land

**SPECIAL CONDITIONS**

- 1 Grantee is specifically prohibited from using or permitting the use of the Premises for any commercial or illegal purpose Provided the Grantor does not unreasonably interfere with Grantee's use of the Premises, the Grantor may use or permit the use of the Premises for any purpose consistent with Grantee's use of the Premises
- 2 Grantee must notify the General Land Office, in writing, at least thirty (30) days prior to modification, rebuilding, major repair, or removal of any structure authorized in this instrument

**COST OF DAMAGE**

Five Thousand and No/100 Dollars (\$5,000) per event

**EFFECTIVE AND TERMINATION DATES**

This Agreement is for a total period of ten (10) years, effective on August 1, 2012, and terminating on July 31, 2022.

**PAYMENT(S) AND/OR FEE(S)**

In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, Grantor and Grantee acknowledge that no rental fees shall be assessed for the described use of the Premises while Grantee is not in default of the terms agreed upon herein.

**ADDRESS(ES) FOR NOTIFICATION**

**Grantor's Contact Information**

Name Texas General Land Office  
Title Deputy Commissioner, Professional Services  
Address 1700 N Congress Ave  
Address Austin, Texas 78701-1495

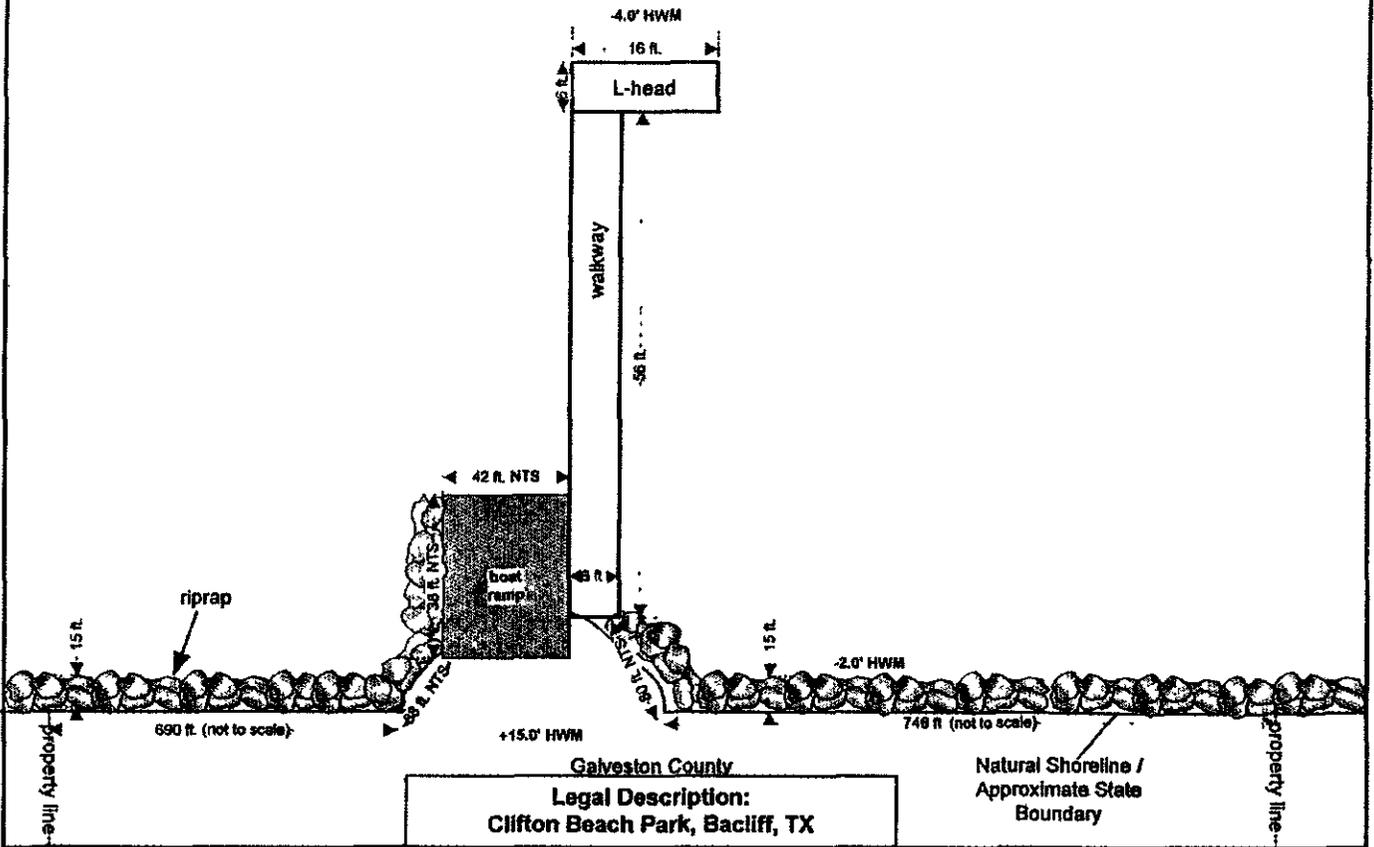
**Grantee's Contact Information**

Name Galveston County  
Address 722 Moody, 1st Floor  
Address Galveston, TX 77550

ATTACHMENT B:



**Galveston Bay  
Chambers County  
State Tract 304**



**Title: Galveston County-- CL20070008**

**Date of Inspection: 03/23/2012**

**Scale: 1 inch equals 20 feet  
(NTS= Not To Scale)**

**Created by: Steven Mitchell  
Modified by: AWilcox**

**Texas General Land Office**

**Attachment B**

AGENDA

ITEM

#19b

## Robertson, Elizabeth

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**From.** Robertson, Elizabeth  
**Sent:** Wednesday, June 13, 2012 11:04 AM  
**To.** agenda  
**Cc:** Fitzgerald, Mike  
**Subject.** June 26, 2012 Agenda

#96

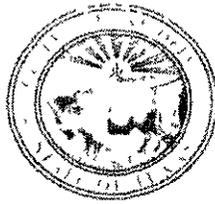
Please place the following on the June 26<sup>th</sup> agenda

- 1 "Consideration of GLO Coastal Lease No. CL20070008 for the Boulevard Drive Shoreline Revetment & Bacliff Boat Ramp Revetment & Improvements submitted by the County Engineer"
- 2 "Consideration of GLO Miscellaneous Easement No. ME20120 for the Frenchtown Road Bridge 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

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 6, 2012

Mike Fitzgerald  
Galveston County  
722 Moody  
Galveston, TX 77550-2317



RE. Miscellaneous Easement No ME20120113  
Galveston County, Texas

Dear Mr Fitzgerald

Enclosed is the above-referenced Miscellaneous Easement contract fully executed by the Commissioner of the General Land Office. A duplicate original has been retained for our files.

**As required in the contract, this instrument must be recorded with the county clerk of Galveston County, Texas, within 60 days from the date of this letter, and proof of recording provided to this office.**

You are welcome to email me a copy of the recorded copy once you receive it back.

If you should have any questions, please email me at [Glenn.Rosenbaum@glo.texas.gov](mailto:Glenn.Rosenbaum@glo.texas.gov) or call me at (512) 463-8180.

Sincerely,

*Glenn Rosenbaum*  
Glenn Rosenbaum  
Asset Inspection

Enclosure

**Texas General Land Office**  
**Stephen F. Austin Building • 1700 North Congress Avenue, Texas 78701-1495**  
**Post Office Box 12873 • Austin, Texas 78711-2873**  
**Phone: 512-463-5001 • 800-998-4GLO**  
**[www.glo.state.tx.us](http://www.glo.state.tx.us)**

THE COUNTY OF  
GALVESTON  
Office of the County Engineer  
722 MOODY, 1<sup>ST</sup> FLOOR  
GALVESTON, TX 77550  
(409) 770-5399 (409) 770-5549 (281) 316-8300  
FAX (409) 770-5557

# Transmittal

**To:** Brandy Chapman

---

**From:** Mike Fitzgerald

---

**Date:** August 10, 2012

---

**Re:** June 26, 2012 Agenda, Item 19b

---

On June 26, 2012 (agenda item no 19b) the Commissioners Court approved a Miscellaneous Easement contract with the Texas GLO

The GLO has now signed and returned the agreement and it is enclosed for your records

Please call should you have any questions

Enclosure

# The State of Texas



Austin, Texas

## MISCELLANEOUS EASEMENT No. ME20120113

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GALVESTON

§

§

This Miscellaneous Easement, ME20120113 (the "Agreement"), is granted by virtue of the authority granted in Section 51 291, et seq., TEX NAT RES CODE, 31 TEX. ADMIN CODE §13 12, et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time

### ARTICLE I PARTIES

1 01 In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Fund, (the "STATE"), hereby grants to Galveston County, whose address is 722 Moody, Galveston, TX 77550, phone number (409) 770-5399, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V

### ARTICLE II PREMISES

2 01 The easement is located across Permanent School Fund land in Galveston County, Texas, described as follows

Galveston Bay, State Tract Number 342 and Horseshoe Lake and the easement is a right-of-way encumbering 0 190 acres formed by the Improvements (as hereinafter defined), as constructed (the "Premises")

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A, the Survey Plat attached hereto as Exhibit B and the metes and bounds description attached hereto as Exhibit C, collectively incorporated by reference for all purposes

2 02 Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same

2 03 GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT THE STATE AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS

THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

#### ARTICLE III TERM

3 01 This Agreement is for a period of perpetuity, beginning on May 1, 2012, unless amended or sooner terminated as authorized by law or as set forth herein

#### ARTICLE IV CONSIDERATION AND TAXES

4 01. A As consideration ("Consideration") for the granting of this easement, Grantee agrees to pay the STATE (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of One Thousand Five Hundred And 00/100 Dollars (\$1,500 00), due and payable upon the execution of this Agreement

B Past due Consideration and other past due payments shall bear interest as provided in TEX NAT RES CODE Section 51 301, as amended from time to time Failure of Grantee to make a payment on or before the date the same becomes due shall, at the STATE's option, make all payments due and payable immediately

4 02 In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against the Premises or the Improvements constructed thereon, provided such taxes result from Grantee's use of this easement Grantee shall pay such taxes, charges, and assessments not less than five (5) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof Grantee shall have the right in good faith at its sole cost and expense to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount only if and when finally determined to be owed

4 03 Grantee agrees to and shall protect and hold the STATE harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof

#### ARTICLE V USE OF THE PREMISES

5 01 Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-way to construct, maintain, operate, inspect, and repair one (1) bridge (the "Improvements") Grantee shall not use the Premises for any other purpose without first obtaining written consent of the STATE, which consent may be granted or withheld in the STATE's sole discretion

5 02 A The STATE and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent Permanent School Fund land or land owned by Grantee, provided in the exercise of this right the STATE and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property Grantee shall have the right of ingress and egress for the purposes of constructing, maintaining, operating, inspecting, and repairing the Improvements and such right is not granted for any other purpose. Grantee and the STATE mutually agree to use contiguous or adjacent Permanent School Fund land or land owned by Grantee, respectively, only to the extent and for the length of time necessary to provide access to and from the Premises Notwithstanding any other provisions to the contrary, no easement is created by this Section 5.02, instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein

B Grantee acknowledges and agrees that the STATE's right of ingress and egress described in Section 5 02 A of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed

B Grantee acknowledges and agrees that the STATE's right of ingress and egress described in Section 5 02 A of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises and/or as necessary for the STATE to confirm the removal (in whole or in part) of the Improvements. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement

5 03 Grantee shall be fully liable and responsible for any damage, of any nature, arising or resulting from any act or omission of Grantee or Grantee's officers, employees, agents, contractors and invitees, which are related to the exercise of the rights granted in this Article V

5 04 A Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions")

- 1 Grantee is responsible for maintaining all structures authorized under this contract in good repair and safe condition, and in compliance with all existing state and federal regulations governing such work
- 2 Grantee is required to perform mitigation and/or pay surface damage fees according to the STATE's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the STATE of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the STATE to Grantee following said damages

B Prior to any construction, installation or other activities on the Premises, Grantee shall provide written notice of all Special Conditions, if any, to any contractor and/or agent involved in such activities. Grantee shall send a copy of such notice to the General Land Office, ATTN Asset Inspection, 1700 N Congress Avenue, Austin, Texas 78701-1495

5 05 The STATE, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair (and Grantee agrees to repay the State the reasonable cost thereof on written demand) and any other purpose necessary to protect the STATE's interests therein. Further, the STATE shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in the STATE's sole discretion, to be consistent with Grantee's easement grant

5 06. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises

5 07 Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V shall render such Improvements "unauthorized structures" under TEX. NAT. RES. CODE §51.302

#### ARTICLE VI ASSIGNMENTS

6 01 GRANTEE SHALL NOT ASSIGN THE PREMISES OR THE RIGHTS GRANTED HEREIN, IN WHOLE OR PART, TO ANY THIRD PARTY FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE STATE, WHICH MAY BE GRANTED OR DENIED IN THE STATE'S SOLE DISCRETION. ANY UNAUTHORIZED ASSIGNMENT SHALL BE VOID AND OF NO EFFECT, AND SUCH ASSIGNMENT SHALL NOT RELIEVE GRANTEE OF ANY LIABILITY FOR ANY OBLIGATION, COVENANT, OR CONDITION OF THIS AGREEMENT. THIS PROVISION, AND THE PROHIBITION AGAINST ASSIGNMENT CONTAINED HEREIN, SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. FOR

## ARTICLE VII PROTECTION OF NATURAL and HISTORICAL RESOURCES

7 01 Grantee shall use the highest degree of care and all appropriate safeguards to (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office, the School Land Board, and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of Grantee's (or Grantee's employees, contractors, and agents) acts or omissions, Grantee shall immediately notify the STATE, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

7 02 **GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORIC PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915, 16 U.S.C.A. SECTION 470, ET SEQ.) AND THE TEXAS ANTIQUITIES CODE [TITLE 9, CHAPTER 191, TEX NAT RES CODE] IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE TAKEN. In the event that Grantee is required to cease activities, the STATE shall not be liable for any costs of Grantee, Grantee's agents, employees, contractors, subcontractors, or any other person or entity as a result of any interruption of Grantee's activities or inability to use the Premises as herein contemplated.**

## ARTICLE VIII. INDEMNITY and INSURANCE

**8.01. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM ITS OWN ACTS OR OMISSIONS RELATED TO ITS EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE STATE, THE STATE'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE STATE, THE STATE'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY OR INDIRECTLY FROM GRANTEE'S USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS PSF LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN.**

8 02 A Grantee agrees to either (i) purchase and maintain a Required Policy (as hereinafter defined) of insurance coverage, or (ii) provide Financial Documentation (as hereinafter defined) to the STATE. Grantee agrees to deliver or cause to be delivered to the STATE and/or the STATE's designee either, as applicable (i) a certificate of insurance for any Required Policy or (ii) Financial Documentation, within ten (10) days of execution of this Agreement. At all times during the term of this Agreement, Grantee shall cause the required evidence of insurance coverage or financial capacity to be deposited with the STATE. If Grantee fails to do so, such failure may be treated by the STATE as a default by Grantee under this Agreement.

B The phrase "Required Policy" shall mean the policy of insurance required to be maintained by Grantee under the rules promulgated by the General Land Office and/or the School Land Board. Such Required Policy shall insure against any and all loss or damage as may be required by rule (including, without limitation, coverage for bodily injury, death, property damage, premises and operations, products liability, contractual liability, and/or strict liability). Any Required Policy shall name the STATE (and any of its successors and assigns designated by the STATE) as an additional insured.

C The phrase "Financial Documentation" shall mean a financial statement and/or other evidence of financial responsibility or capacity which is determined to be satisfactory to the STATE

#### ARTICLE IX DEFAULT, TERMINATION and EXPIRATION

9 01 If, following 30 days prior written notice from the STATE specifying a default or breach, Grantee fails to pay any money due hereunder or is in breach of any term or condition of this Agreement, the STATE shall have the right, at its option and its sole discretion, to terminate this Agreement and all rights inuring to Grantee herein by sending written notice of such termination to Grantee in accordance with Article XI of this Agreement. Upon sending of such written notice, this Agreement shall automatically terminate and all rights granted herein to Grantee shall revert to the STATE. Such termination shall not prejudice the rights of the STATE to collect any money due or to seek recovery on any claim arising hereunder.

9 02 A. Except as otherwise provided in subsection B, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, remove all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be conducted in accordance with General Land Office guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities. Grantee shall notify the STATE at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

B Pursuant to 31 TEX ADMIN CODE §13 13(c)(1), the STATE may waive the removal/restoration requirements in this Section 9 02 if, in the STATE's sole opinion and discretion, such waiver is in the best interest of the State. Any such waiver shall be in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing Improvement(s), and other factors considered to be in the best interest of the STATE.

#### ARTICLE X HOLDOVER

10 01 If Grantee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Grantee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason of such holding over, the amounts payable by Grantee under this Agreement shall be increased such that the Consideration payable under Section 4 01 of this Agreement and any other sums payable hereunder shall be two hundred percent (200%) of the amount payable to the STATE by Grantee for the applicable period immediately preceding the first day of the holdover period. Grantee acknowledges that in the event it holds over, the STATE's actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. Grantee further acknowledges that acceptance of hold over Consideration does not imply STATE consent to hold over.

10 02 The tenancy from month-to-month described in Section 10 01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

10 03 The Consideration due after notice of termination has been given is to be calculated according to Section 10 01 hereinabove on a pro rata basis. If upon notice of termination by the STATE, Grantee pays Consideration in excess of the amount due and payable and the STATE accepts such payment, the acceptance of such payment will not operate as a waiver by the STATE of the notice of termination unless such waiver is in writing and signed by the STATE. Any such excess amounts paid by Grantee and accepted by the STATE shall be promptly refunded by the STATE after deducting therefrom any amounts owed to the STATE.

## ARTICLE XI NOTICE

11 01 Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the STATE to Deputy Commissioner, Professional Services, addressed to his attention, 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX (512) 463-5098, and if for Grantee, to it 722 Moody, Galveston, TX 77550 Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

11 02 For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided

## ARTICLE XII INFORMATIONAL REQUIREMENTS

12 01 A Grantee shall submit to the STATE, within one hundred eighty (180) days following installation or construction of the Improvements authorized in this Agreement, an "as-built" survey and field notes prepared by a surveyor duly licensed by the State of Texas The as-built survey shall be conducted in accordance with the STATE's survey requirements attached hereto as Exhibit D Failure or refusal by Grantee to timely provide the as-built survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the STATE's written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the STATE may, in addition to any other remedy and in the STATE's sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9 02 of this Agreement

B Upon receipt of the as-built survey, prepared in accordance with this Section 12 01, the STATE shall compare the as-built survey with the proposed location of the Improvements, as represented by Grantee's application to the STATE and set forth in Section 2 01 hereof. If there are any changes or discrepancies in the location of the Improvements authorized by this Agreement, the STATE may, in its sole discretion, either (i) terminate this Agreement and require removal and/or relocation of the Improvements upon written notice to Grantee, or (ii) replace Exhibit "B" attached hereto with a substitute corrected exhibit denoted "Exhibit B-1" The substitute shall be the as-built survey, signed by both parties, and, upon attachment hereto, Exhibit "B" shall be void and of no further effect

12 02 If all or any part of the Improvements are buried, Grantee shall submit to the STATE, one hundred eighty (180) days following installation or construction of the Improvements, a "burial survey" prepared by a surveyor duly licensed by the State of Texas. The burial survey shall be conducted in accordance with the STATE's survey requirements attached hereto as Exhibit D. Failure or refusal by Grantee to timely provide the burial survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the STATE's written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the STATE may, in addition to any other remedy and in the STATE's sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9 02 of this Agreement

12.03. Grantee shall provide written notice to the STATE of any change in Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement

12 04 Grantee shall provide to the STATE any other information reasonably requested by the STATE in writing within fifteen (15) days following such request or such other time period approved by the STATE (such approval not to be unreasonably withheld)

12 05 Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the STATE describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the STATE at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the STATE shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the STATE's sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the STATE has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the STATE is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources. Within twenty-four (24) hours following such emergency actions, Grantee shall provide notice to the STATE of such actions as hereinabove provided. (If not during normal business hours, call 1-800-832-8224)

12 06 Grantee hereby acknowledges that late submission by Grantee to the STATE of information (including, without limitation, as-built and/or burial surveys) required under this Agreement will cause the STATE to incur various expenses not contemplated by this Agreement, the exact amount of which are presently difficult to ascertain. Accordingly, if any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the STATE on or before five (5) days after the date when due, then, Grantee shall pay to the STATE a "Late Charge" equal to one hundred dollars (\$100.00) for each day so past due. The STATE and Grantee agree that such Late Charge represents a fair and reasonable estimate of the expenses that the STATE will incur by reason of such late submission of information by Grantee. Acceptance of such Late Charge by the STATE shall not constitute a waiver of Grantee's default with respect to any such past due information, nor prevent the STATE from exercising any other rights and remedies granted under this Agreement, at law, or in equity.

#### ARTICLE XIII MISCELLANEOUS PROVISIONS

13 01 With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

13 02 The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the STATE, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be), however, this clause does not constitute a consent by the STATE to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire agreement, not just to the specific article, section or paragraph in which such words appear.

13 03 Neither acceptance of Consideration (or any portion thereof) or any other sums payable by Grantee hereunder (or any portion thereof) to the STATE nor failure by the STATE to complain of any action, non-action or default of Grantee shall constitute a waiver as to any breach of any covenant or condition of Grantee contained herein nor a waiver of any of the STATE's rights hereunder. Waiver by the STATE of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the STATE hereunder or covenant, duty or obligation of Grantee hereunder shall be deemed waived by the STATE unless such waiver be in writing, signed by a duly authorized representative of the STATE.

13 04 No provision of this Agreement shall be construed in such a way as to constitute the STATE and Grantee joint venturers or co-partners or to make Grantee the agent of the STATE or make the STATE liable for the debts of Grantee

13 05 In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence

13 06 Under no circumstances whatsoever shall the STATE ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on the STATE during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the STATE shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership

13 07 All monetary obligations of the STATE and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas

13 08 The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the STATE by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the STATE is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the STATE not expressly set forth in this Agreement.

#### ARTICLE XIV FILING

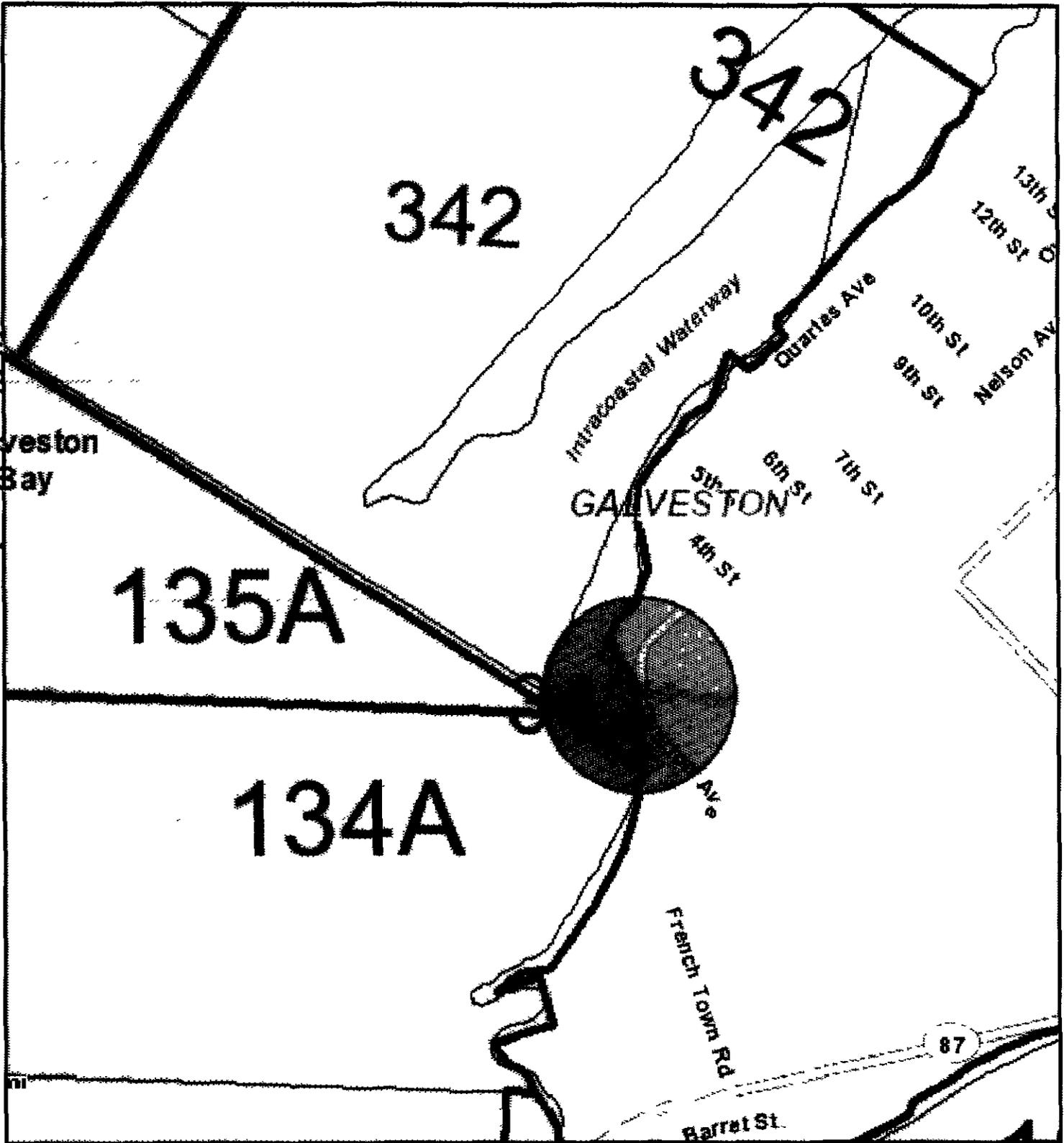
14 01 Grantee shall, at its sole cost and expense, record this Agreement in the Galveston County Real Property Records and provide a file marked copy to the STATE within 60 days after this Agreement is executed by all parties.

#### ARTICLE XV ENTIRE AGREEMENT

15 01 This Agreement ME20120113, including exhibits, constitutes the entire agreement between the STATE and Grantee and no prior written or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, assigned or extended except by written instrument signed by all parties hereto

15.02 This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party



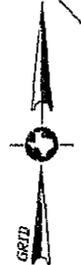


## ME20120113 Exhibit A



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Printed Jun 04, 2012



SCALE: 1" = 50'

**GALVESTON BAY  
Submerged Tract 342**

- L1= S 44°27'08" W 68 10'
- L2= S 44°27'08" W 6 85'
- C1= L=214 26' R=535 60'
- L3= N 01°32'15" W 84 33'
- L4= S 24°30'36" E 10 13'
- L5= S 11°39'57" E 62 46'
- L6= S 31°05'02" E 25 67'
- L7= N 88°34'45" E 25 79'
- L8= N 88°45'52" E 3 46'
- L9= N 11°46'26" E 74 93'
- L10= N 64°08'22" E 6 50'
- L11= S 01°32'15" E 66 62'
- C2= L=129 54' R=455 60'
- L12= N 26°41'13" W 7 11'
- L13= N 18°07'08" W 10 79'
- L14= N 47°15'45" W 51 54'
- L15 N 01°23'36" W 24 10'
- L16 N 61°59'53" W 2 54'
- L17 S 89°20'14" W 25 61'
- L18 S 33°31'59" W 11 58'
- L19 S 12°05'23" W 24 29'
- L20 S 14°00'59" E 104 89'
- L21 S 27°48'17" E 21 22'

Survey of the submerged portion of a Proposed 80 foot right-of way out of Part of Block 40 in the TOWNSITE OF PORT BOLIVAR, SAMUEL PARR SURVEY, Abstract No 162, Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, and being a part of Submerged Area Tract 342 of Galveston Bay and part of Horseshoe Lake, and being more particularly described by metes and bounds on attached Exhibit A

I certify that on the above date, the herein described property, was surveyed in the field according to the law under my direction, and this map together with dimensions and coordinates is true and correct as of the above date

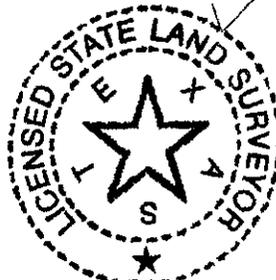
COASTAL SURVEYING OF TEXAS, INC

*Sidney Bouse*

Sidney Bouse  
Licensed State Land Surveyor  
email sid@surveygalveston.com

Rev 05-29-2012 SA 342 correction

SURVEY DATE	November 14, 2011
FILE No	5960-0040-0000-000
DRAFTING	sb
JOB No	11-1692 LSLs Rev 04-17-12

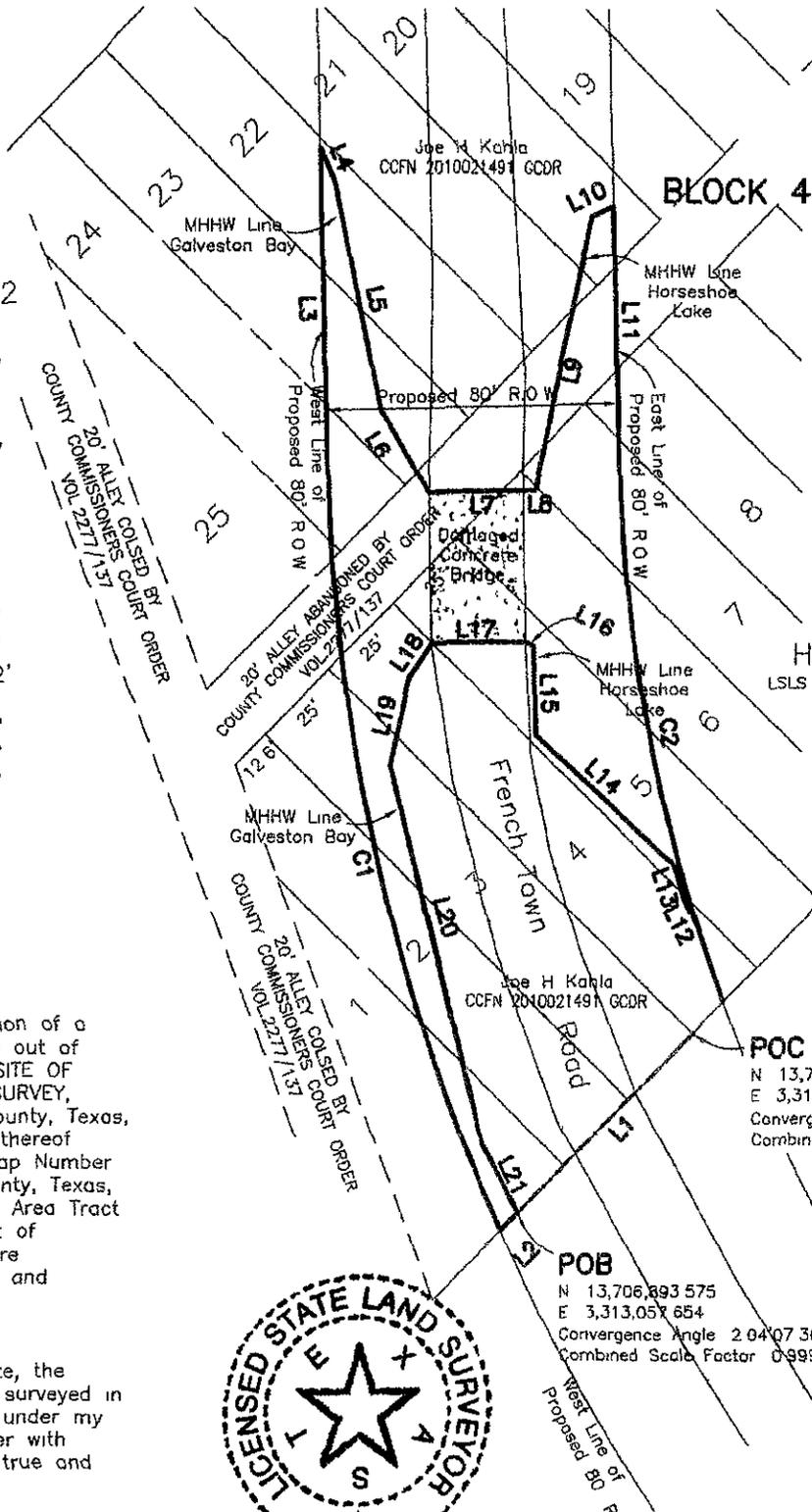


**NOTES**

- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency
- 2) Bearings are State Plane Coordinate System Texas South Central Zone NAD 83 Grid Bearings as tied to NGS Monument HGCS 64 All Distances are Grid Distances in Feet

**Mean Higher High Water Line Survey of the submerged portion of a Proposed 80 foot right-of way out of Part of Block 40 in the Townsite of Port Bolivar, SAMUEL PARR SURVEY, Abstract No. 162, Galveston County, Texas and being a part of Submerged Area Tract 342 of Galveston Bay and part of Horseshoe Lake, Bolivar Peninsula**

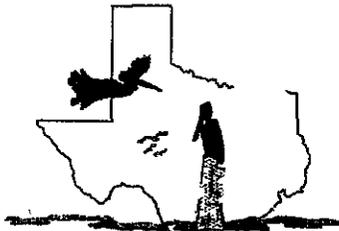
CSJ 0912-73-151  
ME 20120113



**POC**  
N 13,706,942 187  
E 3,313,105 345  
Convergence Angle 2 04'07 36262  
Combined Scale Factor 0.999863447

**POB**  
N 13,706,893 575  
E 3,313,057 654  
Convergence Angle 2 04'07 36262  
Combined Scale Factor 0.999863447

Horseshoe Lake  
LSLS Survey dated July 27, 2002



**COASTAL SURVEYING OF TEXAS, INC**  
GALVESTON OFFICE  
8017 HARBORSIDE DRIVE  
P.O. BOX 877 (mailing)  
GALVESTON, TX 77553  
ph (409) 740-1517 fx (409) 740-0377  
CRYSTAL BEACH OFFICE  
975 LAZY LANE WEST  
P.O. BOX 2742 (mailing)  
CRYSTAL BEACH, TX 77650  
ph (409) 684-6400 fx (409) 684-6112  
WWW.SURVEYGALVESTON.COM

Survey of the submerged portion of a Proposed 80 foot right-of way out of Part of Block 40 in the TOWNSITE OF PORT BOLIVAR, SAMUEL PARR SURVEY, Abstract No 162, Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4, Plat Records, Galveston County, Texas, and being a part of Submerged Area Tract 342 of Galveston Bay and part of Horseshoe Lake, and being more particularly described by metes and bounds as follows,

COMMENCING at the Southeast corner of Lot 3 of said Block 40 said point being in the North line of Nelson Avenue (80'row) and the South line of that certain tract or parcel conveyed to Joe H Kahla as recorded in County Clerk File Number (CCFN) 2010021491 Galveston County Deed Records (GCDR), N 13,706,942 19, E 3,313,105 35 Convergence angle of 2'04'07 636" Combined Scale Factor of 0 999863449 Corpscon 6 0 1

THENCE (L1) S 44'27'08" W, along the South line of the said Kahla tract and the North line of Nelson Avenue, a distance of 68 10 feet to the Mean Higher High Water line of Galveston Bay and the POINT OF BEGINNING N 13,706,893 58, E 3,313,057 65

Convergence angle of 2'04'07 363 Combined Scale Factor of 0 999863447 Corpscon 6 0 1

THENCE Continuing (L2) S 44'27'08" W, along the North line of Nelson Avenue, a distance of 6 85 feet to the West line of the said Proposed 80 foot right-of-way, said point being in a curve to the Right,

THENCE with a curve turning to the right (C1) with an arc length of 214 26 feet, with a radius of 535 60 feet, with a chord bearing of N 12 59'51" W, with a chord length of 212 83 feet to the PT of said curve,

THENCE (L3) N 01 32'15" W, a distance of 84 33 feet to the said Mean Higher High Water line of Galveston Bay,

THENCE along the said Mean Higher High Water line, (L4) S 24 30'36" E, a distance of 10 13 feet,

THENCE (L5) S 11 39'57" E, a distance of 62 46 feet,

THENCE (L6) S 31 05'02" E, a distance of 25 67 feet to the Northwest corner of the existing concrete bridge on French Town Road,

THENCE Crossing French Town Road along the North edge of the said existing concrete bridge and leaving the said Mean Higher High Water line of Galveston Bay, (L7) N 88 34'45" E, a distance of 25 79 feet to the Northeast corner of the said bridge and being in the Mean Higher High Water line of Horseshoe Lake as described in survey by Sidney Bousse, LSLS dated July 27, 2002 titled "Mean Higher High Water line survey of Horseshoe Lake out of the Samuel Parr Survey, Abstract 162, Galveston County, Texas 4 9 Miles N 16'E from Galveston Texas",

THENCE along the said Mean Higher High Water line of Horseshoe Lake, (L8) N 88 45'52"E, a distance of 3 46 feet,

THENCE (L9) N 11 46'26" E, a distance of 74 93 feet,

THENCE (L10) N 64 08'22" E, a distance of 6 50 feet to the East line of the said Proposed 80 foot right-of-way,

THENCE (L11) S 01 32'15" E, along the said East line of the proposed right-of-way, a distance of 66 62 feet to the Point of Curve (PC) of a curve to the Left,

THENCE with a curve turning to the left (C2) with an arc length of 129 54 feet, with a radius of 455 60 feet, with a chord bearing of S 09 40'59" E, with a chord length of 129 11 feet to the intersection of the said Mean Higher High Water line of Horseshoe Lake,

THENCE along the said Mean Higher High Water line of Horseshoe Lake, (L12) N 26 41'13" W, a distance of 7 11 feet,

THENCE (L13) N 18 07'08" W, a distance of 10 79 feet,

THENCE (L14) N 47 15'45" W, a distance of 51 54 feet,

THENCE (L15) N 01 23'36" W, a distance of 24 10 feet,

THENCE (L16) N 61 59'53" W, a distance of 2 54 feet to the Southeast corner of the said existing concrete bridge,

THENCE (L17) S 89 20'14" W, crossing said French Town Road along the South edge of the said concrete bridge, and leaving the said Mean Higher High Waterline of Horseshoe Lake, a distance of 25 61 feet to the Southwest corner of the said bridge, said point being in the Mean Higher High Water line of Galveston Bay

THENCE along the said Mean Higher High Water line of Galveston Bay, (L18) S 33 31'59" W, a distance of 11 58 feet,

THENCE (L19) S 12 05'23" W, a distance of 24 29 feet,

THENCE (L20) S 14 00'59" E, a distance of 104 89 feet,

THENCE (L21) S 27 48'17" E, a distance of 21 22 feet to the POINT OF BEGINNING having an area of 8264 Square Feet or 0 190 Acres and within the limits of this description is the existing French Town Road Bridge

This description is part of attached survey drawing of "Mean Higher High Water Survey of Part of the Samuel Parr Survey, Abstract No 162, Galveston County, Texas" dated November 14, 2011 Bearings are State Plane Coordinate System Texas South Central Zone NAD 83 Grid Bearings as tied to NGS Monument HGCS D 64. All Distances are Grid Distances in Feet

  
Sidney Bousse RPLS 5287, LSLS



# Instructions For Preparing Exhibits For The Following General Land Office Applications:

Exhibit D  
ME20120113

## Miscellaneous Easements (Right-of-Way) Sub-Surface Easements

Maps (or plats) showing the location of proposed and as-built projects on state-owned lands are required as part of the General Land Office (GLO) application process. The following instructions are to be followed when applying for new work (proposed project), or for reporting as-built conditions for a previously approved project, when the activity is a **Miscellaneous Easement (Right-of-way), Surface Lease, or Sub-Surface Easement** on state land.

The information specified below represents **minimum** requirements of the GLO and additional information may be requested on a project-by-project basis to facilitate a full evaluation of the proposed activity.

The information should be submitted along with the required application form and processing fees. Each map or plat must conform to the specifications contained herein. An application is not considered complete, and processing of the application will not be initiated, until all information requested has been submitted and GLO staff has determined that it is adequate.

**NOTE** Surveys and survey plats required by other entities, Federal, State, County and/or City, are **PERMISSIBLE** and **USABLE** for GLO applications provided they meet the following requirements:

### **IF SUBMITTING SURVEY PLATS DIGITALLY, PLEASE PROVIDE THE INFORMATION IN ONE OF THE FOLLOWING FORMATS:**

- 1 In an ESRI format (i.e. Shape file, E00, or Geodatabase)
- 2 AutoDesk Map 6 or earlier version in a DWG format.
- 3 **And Projection Information of the data set submitted.**

### **A. GENERAL INSTRUCTIONS for ALL APPLICATIONS:**

- 1 Each map or plat should be 8-1/2" X 11"
- 2 A one-inch margin should be left at the top edge of each sheet for binding purposes
- 3 Any shading used to identify specific areas must be reproducible by ordinary copy machines
- 4 Each map or plat submitted must have a title block identifying, at a minimum (a) applicant name, (b) applicant address, (c) project name, (d) date of preparation, (e) name of preparer, and (f) project location as follows:
  - (1) if on state-owned uplands, then provide county, survey name (original grantee) and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number,
  - (2) if on submerged land, then provide county, waterbody name, and state tract number,
- 5 The scale for each map or plat must be clearly indicated both digitally and by graphic scale
- 6 Vicinity Maps -- Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using either a USGS 7.5 minute Topographic Map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. The project location should be indicated by a prominent arrow on the map. An 8 1/2" X 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as

to the origin of the base information (e.g., name, and date of base map information used) This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map

7 Project Site Map -- Exhibit B for each project application should be a Project Site Map (in Survey Plat format) which provides specific project location information The Project Site Map should be produced at sufficient scale and detail to enable field inspectors to locate the project on the ground with minimal difficulty Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map The project location should be indicated by a prominent arrow on the map and a North arrow must be provided Annotation may be included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.) **Additional guidance for preparing Project Site Maps is provided in Section B of this document.**

8 Detailed Project Plan -- Exhibit C for each project application should be a Detailed Project Plan, consisting of an aerial plan-view drawing and a cross-sectional drawing of all proposed or existing structures on state-owned lands at the project site

Page 1 of the Detailed Project Plan should contain, at a minimum

- a Location of the shoreline or banks if the project is on or adjacent to tidally influenced waters or crosses a state-owned river, stream, creek, or bayou
- b The direction of ebb and flow if in or adjacent to tidal waters, or the direction of water flow if the project crosses a river, creek, stream, or bayou
- c A North arrow
- d The location of state tract lines (on tidally influenced lands), survey lines, or property lines, as applicable
- e The location of any marshes, submerged grass flats, oyster reefs, mud or sand flats, or other sensitive natural/cultural resources known to exist in the project area
- f The lines of mean high water and mean low water when applicable
- g Dimensions of all structures (existing and proposed) that will encumber state-owned lands at the project site
- h The registration, easement, or lease numbers for any structures at the site previously authorized by the GLO (available from GLO field offices upon request)
- i Any applicable Corps of Engineers application numbers covering the proposed work, as soon as that application number is available, but, in any event, prior to issuance of the easement

Page 2 of the Detailed Project Plan should contain, as applicable, an explanation of construction methodology, techniques, and equipment that will be used at the site

9 As-Built Survey -- A survey showing the depth of burial must be furnished for all projects on state-owned tidally influenced lands (Gulf of Mexico, bays, estuaries, etc.), crossings of state-owned rivers/streams/creeks/bayous The survey shall show plan view only for projects on state-owned upland tracts Failure to provide this information is, by terms of the state contract, grounds for termination of the easement and removal of the structure from state-owned land

**New Installations** Each application for installation of a new power transmission line or communication line must include with the application a profile drawing showing the proposed depth of burial at not less than 36" below the surface

GLO will issue an easement using the proposed ROW and depth of burial information Following installation of the line, however, the applicant is required by terms of the GLO contract to provide a survey of actual burial depth measurements for that portion of the ROW length occupying state-owned land The spacing between depth-of-burial measurement points is a function of the length of ROW If the easement length is less than 500 feet, the depth of cover of the structure and waterway bottom elevation shall be determined at intervals not to exceed 50 feet If the easement length is greater than 500 feet but less than 5,000 feet the interval between measurement points shall be 100 feet Easements greater than 5,000 feet in length shall be surveyed at 250-foot intervals

All work shall be performed under the supervision of and sealed by a registered public land surveyor All submitted drawings must be sealed by the supervising registered public land surveyor All elevations must be referenced to a common datum (Mean Sea Level, National Geodetic Vertical Datum, Mean Low Water, etc.) and grid coordinates must reference Texas State Plane coordinate System of 1927 or 1983 The accuracy of the waterway bottom and installation elevations shall be +/- one-half ( 5') foot for the waterway bottom and +/- one-half (0.5') foot for depth of burial less than or equal to 10 feet and +/- fifteen (15%) percent for depth of burial greater than ten (10) feet. Manual probing and electronic means (both active and passive) of survey type shall be acceptable for depth of burial determinations

**Existing Installations:** At time of renewal of an easement for an existing underground power transmission line or communication line, provide the data as required under Section 3.02 (iv) of this easement contract

**CERTIFICATION BY A TEXAS REGISTERED PUBLIC LAND SURVEYOR IS REQUIRED ON ALL OF THE FOLLOWING WITH THE EXCEPTION OF DIRECTIONALLY DRILLED WELL BORE LOGS IN ITEM B.I.C.**

## **B. SPECIFIC INSTRUCTIONS.**

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of +/- 5 feet of any reported location

**1. Projects located on Tidally Influenced State-owned lands** (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous)

### a. Rights-of-Way (e.g., Miscellaneous Easements for transmission lines, roads, etc.)

Coordinates must be provided at the beginning and ending points of the ROW's centerline, or on the principal point or points of tracts described by other means (directional well bores, etc.) These coordinates must be based on the Texas State Plane Coordinate System of 1927 or 1983. Courses and distances must be specified as either grid or geodetic for all centerlines and perimeter lines, and ties must be made from specific improvements (e.g., well heads, platforms, pilings, etc.) to a corner or corners of the lease or easement tract. All submerged state land tracts crossed by any part of the ROW must be shown and identified, and the points of each ROW crossing of a state-tract boundary identified in the Texas State Plane Coordinate System of 1927 or 1983. The distance between crossings of a state-tract boundary must be indicated in both feet and rods on the plat.

As-built plats (and confirmation surveys at time of renewal) must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. A ROW less than 1,000 feet long but greater than 500 feet in length requires one mid-point to be identified on the survey plat.

### b. Surface Leases (e.g., well platforms on un-leased tracts, etc.)

A metes and bounds description (or other valid description) must be provided for the area encumbered by a surface lease. This description must be in increments of not less than one acre for the area surrounding a platform or structure, with the point of beginning, well location, and other structures on the leased site identified and properly located by coordinates. The point of reference from either the center or the corner of a platform or structure must be specified, with coordinates given at one or more points on the Texas State Plane Coordinate System of 1927 or 1983.

### c. Sub-Surface Easements (e.g., directionally drilled well bores, etc.)

Sub-surface easements for directionally drilled well bores shall consist of a corridor having a ten (10) foot radius around the directionally drilled well bores as it is shown by an as-built directional well survey. Directional well surveys shall show the following information: surface location (as described in item B 1 b, above), sub-surface elevation of each angle point, and the bottom hole location as shown on well bore log. These items shall be identified by a value given at not less than one point on any locative document, referenced to the Texas State Plane Coordinate System of 1927 or 1983.

**2. Projects Across (Rights-of-Way) State-owned Upland Property, or the state-owned portion of a river, creek, stream, or bayou above the limit of tidal influence.**

**a Upland Tract (State Fee Lands)**

For new project applications, information provided for projects on state-owned upland tracts shall include the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the proposed easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with the survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.

At completion of construction, or at time of renewal, an as-built plat or confirmation survey (which ever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. ROW's less than 1,000 feet long but greater than 500 feet require one mid-point to be identified on the survey plat.

**b Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence**

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.) In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.



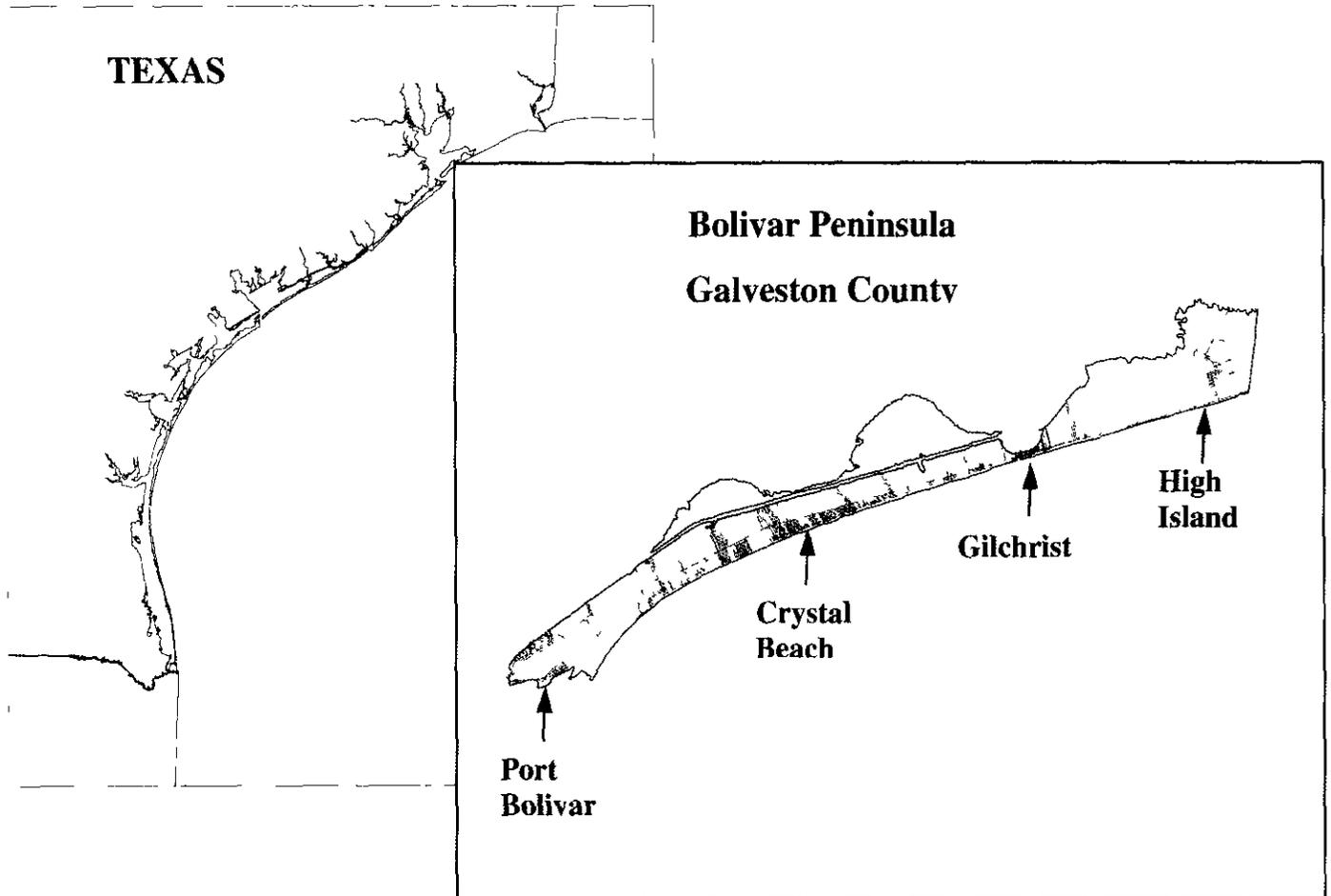
AGENDA

ITEM

#19c



## GALVESTON COUNTY EROSION RESPONSE PLAN



### APPENDIX #9 to the Galveston County Dune Protection and Beach Access Plan

June 2012

Prepared by:

**CASTAL**  
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Submitted to:

Texas General Land Office

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## **1. Executive Summary**

The development of an Erosion Response Plan is required pursuant amendments in the Texas Natural Resource Code that provided authority to the Texas General Land Office to promulgate rules for local jurisdictions with gulf facing coastlines requiring them to create and implement Erosion Response Plans (ERP's) and address seven (7) specific areas intended to reduce public expenditures resulting from storm damage, and were developed to accommodate a shoreline retreat

Additionally, the General Land Office will use the new ERP's as a qualification criteria for local governments to remain eligible for consideration in the various grant programs administered by the GLO, and conversely, Galveston County will use the final certified product as a basis to submit grant applications to the Coastal Erosion Planning Response Act program, the Coastal Management Program, and the Coastal Impact Assistance Program. Galveston County, and jurisdictions within the County have been very fortunate to receive the largest number of CEPRA grant awards throughout the state totaling over \$19 87 million dollars, resulting in 51 projects since the beginning of the CEPRA program

A draft Galveston County ERP was presented to Commissioners Court on June 26, 2011 The Commissioners Court approved the draft plan for submission to the GLO ahead of the July 1, 2011 deadline The GLO reviewed the submitted draft plan and provided comments back to Galveston County on August 8, 2011

The Erosion Response Plan is composed according to the seven specific sections of the Texas Administrative Code regarding the development of a local government ERP with the first six sections providing an explanation of the necessary background information and the unique issues faced on the peninsula The ERP identifies the beach and dune system as the first line of defense to storm surge

The Plan identifies the Building Setback area as extending to the Dune Protection Line to reduce any potential confusion regarding the permitting process, and in so doing, alleviates the issues resulting from the varying array of erosion rates on the peninsula Existing structures that were properly permitted by Galveston County are exempt from the building setback prohibition, provided there are no practicable alternatives, the footprint of the building is not increased, and the new structure meets Galveston County's adopted building code

The Plan addresses short and long term plans for dune restoration, beach front public amenities, provides an inventory of beach access roads, denotes their condition, and identifies potential long term plans to help reduce the impacts of surge The Plan provides criteria for the ranking and acquisition of property and structures seaward of the building setback line

## **2. Introduction and Background**

### **2-A. Erosion Response Plan Guidelines**

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. Local governments may consider exemptions from the prohibition of residential and commercial construction seaward of the building set-back line
- 4) Construction requirements for exempt properties. Where the local government allows an exemption from the prohibition for building seaward of the building set-back line, it should require improved construction standards
- 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. Additionally the ERP should include (A) an evaluation of all areas of public access to determine those that require improved protection from erosion and storm surge, (B) evaluation of construction methods and design improvements for areas of beach access to reduce costs associated with repair, rebuild, or replacement due to storm damage and erosion, (C) list of goals and implementation schedules for areas of public access design improvements that prioritize short term (two years or less) and long term goals, (D) inventory all publicly funded existing amenities and access ways as a basis for qualifying for FEMA post-storm funding sources; (E) establishment of procedures based on subparagraphs (A) and (B) of this paragraph for conducting post-storm assessment and identifying requirements for rehabilitation
- 6) Procedures for preserving, restoring, and enhancing critical sand dunes for natural storm protection and conservation purposes (with criteria)
- 7) Criteria for voluntary acquisition of property seaward of the building setback line. The local government may develop criteria for identifying properties with structures located entirely seaward of the building set-back line, providing for voluntary acquisition of fee simple title or a lesser interest in such properties, and procedures for prioritizing properties to be acquired, (with suggested criteria)

### **2-B. Location and Permitting**

This Erosion Response Plan is limited to the Bolivar Peninsula, which includes the only gulf facing beach area in the unincorporated area in Galveston County. The City of Galveston and the City of Jamaica Beach encompass the gulf facing shoreline on Galveston Island. The plan area on Bolivar Peninsula is approximately 27 miles in length and is populated by the small communities of (from west to east), Port Bolivar, Crystal Beach, Caplan / Gilchrist and High Island. The permitting for coastal construction in the unincorporated areas of Galveston County is administered through the County Engineers Office in coordination with the GLO.

## **2-C. Grant Considerations**

The basis for developing an Erosion Response Plan (ERP) is to reduce future public expenditures resulting from severe weather impacts, to continue to provide public access to future generations of Texans and visitors, and as detailed in the Texas Administrative Code local jurisdictions, "In order to be fully considered by the General Land Office for an expenditure from the coastal erosion response account (Account) pursuant to Texas Natural Resources Code, §33 605(b)(6)(B), a local government must adopt and submit the ERP or any amendments to the General Land Office for certification no later than December 31 immediately preceding the state fiscal biennium in which funding is sought. Provided, however, for consideration by the General Land Office for an expenditure from the Account in the state fiscal biennium beginning September 1, 2011, a local government must submit a draft ERP to the General Land Office no later than July 1, 2011 "

Galveston County has been very fortunate to receive funding from the State of Texas through the CEPRA program since its inception in 1999. In fact, over 60 projects have either been funded directly to Galveston County, to cities within the county, to State agencies or non-profit organizations conducting projects within the County meeting a wide range needs, totaling almost over \$20,000,000.00. This number of projects and total dollar allocation is more than any other county in the State.

## **2-D. References and Sources**

The development of this ERP required Galveston County staff to review information from a variety of sources including the erosion rate information published by the University of Texas, Bureau of Economic Geology (BEG), information developed through the federal Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study; and to seek the assistance of coastal engineers / geologists, attorneys, scientists, GLO staff, and Licensed State Land Surveyors (LSLS). As well as the "Texas Coastwide Erosion Response Plan (2009 Update)

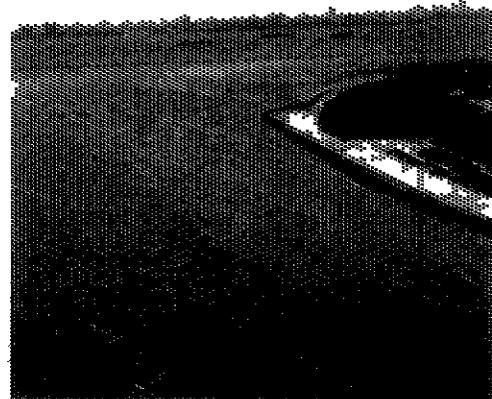
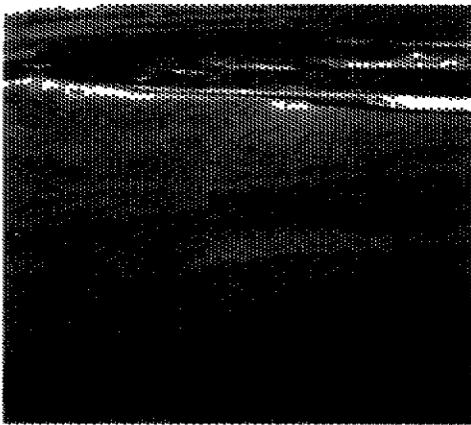
Around the nation, America's coasts are shrinking. This loss of valuable coastal resources is due to a combination of many factors including subsidence, sediment loss, sea level rise, impacts from storms and unsustainable development (human factor). Specifically Texas has 367 miles of gulf facing shoreline and studies have found that "64% of the total Texas coast is eroding at an average rate of -5.9 feet/year with some discrete areas experiencing greater than -30 feet/year\*" Within Galveston County, the Bolivar Peninsula is located in far eastern Galveston County to the border with neighboring Chambers County. The peninsula ranges in width from as narrow as ¼ mile at Rollover Pass in the Gilchrist area to 3.5 miles wide at Crystal Beach. Adjacent beaches to the east of the county line consist primarily of exposed areas of clay, covered with a thin veneer of fine grained (silt) sand. This lack of sediment from the east has caused the peninsula to be sand starved and contributes to the erosion rate of peninsula beaches. Man-made structures have also impacted the natural littoral flow of sand along the peninsula coastline, in some locations compounding the existing erosion rates and in others mitigating them completely causing adjacent areas to accrete at an accelerated rate. The net result of this littoral drift from east to west is at the rate of approximately 100,000 cu/yds per year as found through studies performed during the Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study. Two of the largest structures, having the greatest effect are the North Jetty located on the western end of the peninsula and Rollover Pass located in the small community of Gilchrist.

\*Texas Coastwide Erosion Response Plan – 2009 Update- December 2009, McKenna

## 2-E. Structure Impacts

### 2-E-1. North Jetty-

Constructed to serve as a twin for the South Jetty located on eastern Galveston Island, the North Jetty is located on the western end of the Bolivar Peninsula and serves to provide protection to the Houston-Galveston ship channel. These now twin granite structures were originally constructed in 1874 with a great amount of the work not being completed until 1898 following Congressional appropriation of funding in 1890. The north jetty is the longer of the two jetties extending approximately 35,899.9 feet in length, while the south jetty is 25,907.2 feet long. Together these two jetties help maintain the ship channel depth by limiting the amount of sediment transport from the Bolivar peninsula (by the north jetty) into the ship channel. This is evidenced by the build up of material on the eastern side of the north jetty and the lack of erosion immediately adjacent and to the east of the jetty.



Photo's 1 & 2 Oblique aerial photo's of the "build-up" of sediment and material on the northeast side of the North Jetty on the western end of the Bolivar Peninsula

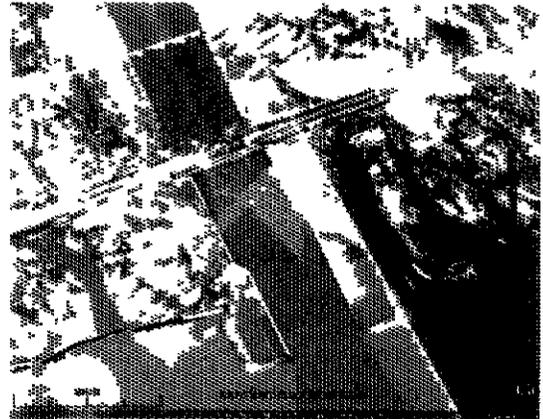
### 2-E-2. Rollover Pass-

Located in Gilchrist is a man-made connection between the Gulf of Mexico and "East Bay". Originally created in 1954 by the Texas Fish and Game Commission through a natural wash-over area to improve recreational fishing, the original plan called for the channel to have an approximate 80ft wide bottom at a depth of 8ft, with sloping earthen sides all around with the exception of a steel sheet-pile bulkhead on the southwestern side. However, during construction the currents through the newly excavated channel caused extensive erosion, widening the channel to approximately 500ft and washing out the channel to a depth of 30ft under the highway 87 bridge. High tides caused additional damage and in 1955 a temporary steel sheet-pile wall was constructed south of the bridge to interrupt the flow. After temporary corrective measures the "Cut" was partially opened and it was not until 1958-1959 when corrective measures were implemented based on information from the U.S. Army Corp of Engineers (USACE) that the Pass could be fully stabilized. But, these stabilization efforts provide evidence of the velocity and sediment transport through the Pass and into Rollover Bay. The natural flow of sediment along the eastern Bolivar coastline is interrupted by the Pass, providing an "escape hatch" for sediment to leave the gulf facing shoreline and detour into Rollover Bay where it will settle out over the oyster reefs and other marine habitat. It also causes siltation of the Gulf Intra-coastal Waterway (GIWW). This siltation has two primary negative impacts, 1) It increases public expenditures to maintain the depth of the channel for the USACE, and, 2) Reduces the amount of sediment available to maintain beach width and thereby increases the rate of erosion experienced by down drift beaches. This

erosion has been mitigated in the past with beneficial use of dredged material (BUDM) projects and other beach nourishment projects co-funded by a variety of sources including Galveston County and the Texas General Land Office \* (Note the sediment accumulation in Photo 3 in Rollover Bay )



**Photo 3-** Oblique pre-Ike aerial view of Rollover Pass



**Photo 4-** Post-Ike view of Rollover Pass area

**2-F. Tropical Weather System Impacts / Response Actions**

Galveston County has a long history of experiencing weather impacts from tropical depressions / storms to the 1900 Storm and Hurricane Ike in 2008. In response to the 1900 Storm Galveston residents constructed the seawall. But even the smaller events like Tropical Depressions and Storms can have significant impacts along the coast. In 1996 Tropical Storm Josephine never made landfall in Texas, but its path through the gulf toward south Florida elevated water levels and caused extensive damage and served as the catalyst for Galveston County and the GLO to partner on a haybale dune project in the Gilchrist area. In 1998 Tropical Storm Frances impacted the upper Texas coast, and destroyed the haybale dunes. In response to TS Francis, Galveston County again partnered with various agencies to construct a mitigation project, the geotextile tube core dunes. Although impacted by TS Allison in 2001, TS's Faye and Isidore and Hurricane Lili in 2002, Hurricane Claudette in 2003, and Hurricane Rita in 2005 the geotextile tube core dune remained in place with annual repairs and maintenance until Hurricane Ike in 2008.

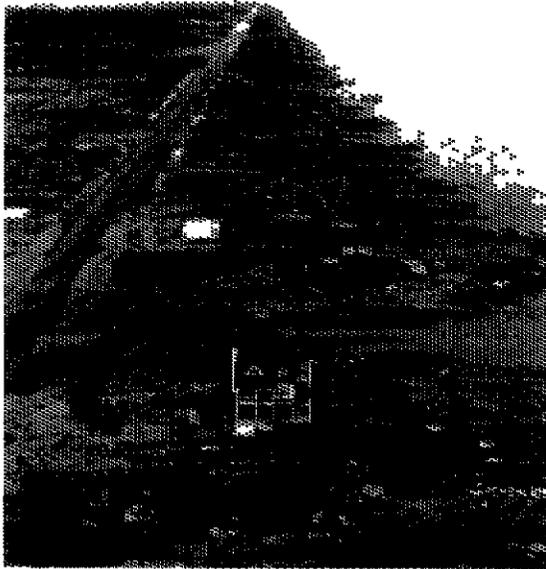
Hurricane Ike exceeded the intended design protection levels of the geotextile tube core dunes causing a complete failure and as a result the remains were removed from the public beach by the GLO.

**2-F-1 Hurricane Ike-**

No plan for Bolivar Peninsula could be complete without examination of the impacts resulting from Hurricane Ike. Bolivar Peninsula was the most impacted part of the County by Hurricane Ike, approximately 2.2 million cubic yards of debris was removed from Bolivar Peninsula alone, as compared to approximately 750,000 cu/yd for the remainder of the unincorporated areas of the County.

\*GLO USACE permit application [http://www.glo.texas.gov/what-we-do/caring-for-the-coast/\\_documents/coastal-erosion/rollover-pass/rollover-pass-permit-application.pdf](http://www.glo.texas.gov/what-we-do/caring-for-the-coast/_documents/coastal-erosion/rollover-pass/rollover-pass-permit-application.pdf) Report- Analysis of Rollover Pass Impacts to Adjacent Beaches and the Littoral System January 12, 2010 pg 2)

Approximately 3,660 structures were either washed away or sustained major damage, with over 97% of all structures on the peninsula receiving damage



**Photo 5** The community of Gilchrist facing east from Rollover Pass following Ike



**Photo 6** Community of High Island surrounded by storm surge from Hurricane Ike 24 hours after landfall

**2-G Coastal Barrier Resource Act Zones (CBRA Zones)**

Created by the Coastal Barrier Resources Act enacted in 1982, Public Law 97-348 designates various undeveloped coastal barrier islands, as designated by map, that are now ineligible for direct or indirect federal financial assistance that might support development, including the issuance of flood insurance, except for emergency life-saving activities. The following Coastal Barrier Resource Zone Units are located on the Bolivar Peninsula:

- T02A
- T03A
- T03AP

**3. Survey Monument**

All survey measurements used in the development of this Erosion Response Plan including dune elevations, dune widths and representative contours lines are referenced from the following monument

Monument Name	Elevation	Location
HGCSD 64	5.10ft NAVD 88	N 13,744,577.76 E 3,366,638.51

#### **4. Definitions**

The following words and terms, when used in this Erosion Response Plan, shall have the following meanings, unless the context clearly indicates otherwise

- Affect** - As used in this Plan regarding dunes, dune vegetation, and the public beach, "affect" means to produce an effect upon dunes, dune vegetation, or public beach use and access
- Amenities** - Any non-habitable major structure including swimming pools, bathhouses, detached garages, cabanas, pipelines, piers, canals, lakes, ditches, artificial runoff channels and other water retention structures, roads, streets, highways, parking areas and other paved areas (exceeding 144 square feet in area), underground storage tanks, and similar structures
- Applicant** - Any person applying to Galveston County for a permit and/or certificate for any construction or development plan
- Attorney General (AG) or Office of the Attorney General (OAG)** - Attorney General of the State of Texas
- Backdunes** - The dunes located landward of the foredune ridge which are usually well vegetated but may also be unvegetated and migratory. These dunes supply sediment to the beach after the foredunes and the foredune ridge have been destroyed by natural or human activities. In this Plan, backdunes shall be understood to be the most landward dunes within the beach/dune system and the most landward feature of the critical dune area
- Beach** - See public beach.
- Beach access** - The right to use and enjoy the public beach, including the right of free and unrestricted ingress and egress to and from the public beach.
- Beach and Parks Department** - See Parks Department
- Beach/Dune Rules (GLO Rules, GLO Beach/Dune Rules)** - Subchapter A of Chapter 15 of Title 31 of the Texas Administrative Code, as amended, affecting Galveston County, at the adoption of this Plan the rules are 31 Texas Administrative Code §§ 15.1-15 10, 15 12, 15.21, and 15 35.
- Beach/dune system** - The land from the line of mean low tide of the Gulf of Mexico to the landward limit of dune formation
- Beach maintenance** - The cleaning or removal of debris from the beach by handpicking, raking, or mechanical means
- Beach nourishment project area** - The beach nourishment project area is that area seaward of naturally occurring continuous vegetation and north of the mean low tide line of the Gulf of

Mexico where local, state or federal funds have been used to enhance, preserve or improve the beach and dune system

**Beach profile** - The shape and elevation of the beach as determined by surveying a cross section of the beach

**Beach-related services** - Reasonable and necessary services and facilities directly related to the public beach which are provided to the public to ensure safe use of and access to and from the public beach, such as vehicular controls, management, and parking (including acquisition and maintenance of off-beach parking and access ways), sanitation and litter control, lifeguarding and lifesaving; beach maintenance, law enforcement, beach nourishment projects, beach/dune system education, beach/dune protection and restoration projects, providing public facilities such as restrooms, showers, lockers, equipment rentals, and picnic areas, recreational and refreshment facilities, liability insurance, and staff and personnel necessary to provide beach-related services Beach-related services and facilities shall serve only those areas on or immediately adjacent to the public beach

**Beach user fee** - A fee collected by Galveston County in order to establish and maintain beach-related services and facilities for the preservation and enhancement of access to and from and safe and healthy use of public beaches by the public

**Blowout** - A breach in the dunes caused by wind erosion

**Breach** - A break or gap in the continuity of a dune caused by wind or water

**Building Official** - the county employee within the County Engineer's office, or authorized representative responsible for issuance of Building Permits, Coastal Construction Permits, and subsequent inspections of authorized work

**Building perimeter or footprint** - The area of a lot covered by a structure used or usable for habitation. The habitable structure perimeter or footprint does not include incidental projecting eaves, balconies, ground-level paving, landscaping, open recreational facilities (for example, pools and tennis courts), or other similar features

**Building Permit** - A permit issued and defined pursuant to the County Floodplain Regulations

**Bulkhead** - A structure or partition built to retain or prevent the sliding of land A secondary purpose is to protect the upland against damage from wave action

**Coastal and shore protection project** - A project designed to slow shoreline erosion or enhance shoreline stabilization, including, but not limited to, erosion response structures, beach nourishment, sediment bypassing, construction of man-made vegetated mounds, and dune re-vegetation.

**Coastal Construction Permit** - The document issued by Galveston County to authorize construction or other regulated activities in a specified location seaward of a dune protection line or landward of public beaches lying in the area either up to the first public road parallel to the beach or to any closer public road not parallel to the beach, or to within 1,000 feet of mean high tide, whichever is greater, that affects or may affect public access to and use of public beaches. It also certifies that the proposed construction either is consistent with the Galveston County Dune Protection and Beach Access Plan or is inconsistent with that Plan. In the latter case, Galveston County must specify how the construction is inconsistent with the Plan, as required by the Open Beaches Act, § 61.015 of the Texas Natural Resources Code.

**Coastal Management Plan** - the plan as developed by the Commissioner of the Texas General Land Office under Texas Natural Resources Code §33.052, Development of Coastal Management Program.

**Commercial facility** - Any structure used for providing, distributing, and selling goods or services in commerce including, but not limited to, hotels, restaurants, bars, rental operations, and rental properties.

**Commissioner** - "Commissioner" means the Commissioner of the General Land Office.

**Commissioners' Court** - The County Commissioners' Court of Galveston County, Texas.

**Construction** - Causing or carrying out any building, bulk-heading, filling, clearing, excavation, or substantial improvement to land or the size of any structure. "Building" includes, but is not limited to, all related site work and placement of construction materials on the site. "Filling" includes, but is not limited to, disposal of dredged materials. "Excavation" includes, but is not limited to, removal or alteration of dunes and dune vegetation and scraping, grading, or dredging a site. "Substantial improvements to land or the size of any structure" include, but are not limited to, creation of vehicular or pedestrian trails, landscape work (that adversely affects dunes or dune vegetation), and increasing the size of any structure.

**Coppice mounds** - The initial stages of dune growth formed as sand accumulates on the downwind side of plants and other obstructions on or immediately adjacent to the beach seaward of the foredunes. Coppice mounds may be unvegetated.

**Council** - The Coastal Coordination Council, as established by the Coastal Coordination Act, Texas Natural Resources Code §33.203(20).

**County** - As used in this Plan, means Galveston County, Texas, Galveston County Commissioners' Court, or its authorized representative.

**County Engineer** - Engineer for the County of Galveston, Texas or the Engineer's authorized representative.

**County Floodplain Regulations** - Means the Regulations of Galveston County, Texas for Flood Plain Management adopted by order of the Commissioners' Court of Galveston County, Texas on October 28, 2002 to be effective December 6, 2002 and thereafter, and as such order may be amended

**Critical dune areas** - Those portions of the beach/dune system as designated by the General Land Office that are located within 1,000 feet of mean high tide of the Gulf of Mexico that contain dunes and dune complexes that are essential to the protection of public beaches, submerged land, and state-owned land, such as public roads and coastal public lands, from nuisance, erosion, storm surge, and high wind and waves. Critical dune areas include, but are not limited to, the dunes that store sand in the beach/dune system to replenish eroding public beaches

**Cumulative impact** - The effect on beach use and access, on a critical dune area, or an area seaward of the dune protection line which results from the incremental effect of an action when added to other past, present, and reasonably foreseeable future actions regardless of what agency or person undertakes such other actions. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time.

**Dedication** - Includes, but is not limited to, a restrictive covenant, permanent easement, and fee simple donation

**Dune** - An emergent mound, hill, or ridge of sand, either bare or vegetated, located on land bordering the waters of the Gulf of Mexico. Dunes are naturally formed by the windward transport of sediment, but can also be created via man-made vegetated mounds. Natural dunes are usually found adjacent to the uppermost limit of wave action and are usually marked by an abrupt change in slope landward of the dry beach. The term includes coppice mounds, foredunes, dunes comprising the foredune ridge, backdunes, and man-made vegetated mounds

**Dune complex or dune area** - Any emergent area adjacent to the waters of the Gulf of Mexico in which several types of dunes are found or in which dunes have been established by proper management of the area. In some portions of the Texas coast, dune complexes may contain depressions known as swales

**Dune Conservation Area (DCA)** – The area, beginning at the line of vegetation (LOV) and moving landward for a distance of 50ft. There is an absolute prohibition of construction activities within the Dune Conservation Area, excepting properly permitted structures providing access

**Dune Protection Act** - Texas Natural Resources Code, Chapter 63

**Dune Protection and Beach Access Plan or Plan** - Galveston County's legally enforceable program, policies, and procedures for protecting dunes and dune vegetation and for preserving and enhancing use of and access to and from public beaches, as required by the Dune Protection Act and the Open Beaches Act

**Dune protection line** - A line established by the County Commissioners' Court for the purpose of preserving sand dunes within Galveston County and within those areas within Galveston County subject to the authority of the Commissioners' Court No municipality within Galveston County is authorized to establish a dune protection line unless the authority to do so has been specifically delegated to the municipality by the Galveston County Commissioners' Court All critical dune areas shall be seaward of the dune protection line

**Dune vegetation** - Flora indigenous to natural dune complexes, and growing on naturally-formed dunes or man-made vegetated mounds on the Texas coast and can include coastal grasses and herbaceous and woody plants

**Effect or effects** - "Effects" include direct effects - those impacts on public beach use and access, on critical dune areas, or on dunes and dune vegetation seaward of a dune protection line which are caused by an action and occur at the same time and place, and indirect effects - those impacts on beach use and access, on critical dune areas, or on dunes and dune vegetation seaward of a dune protection line which are caused by an action and are later in time or farther removed in distance than a direct effect, but are still reasonably foreseeable Indirect effects may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density, or growth rate, and related effects on air and water and other natural systems, including ecosystems "Effects" and "impacts" as used in this Order are synonymous "Effects" may be ecological (such as the effects on natural resources and on the components, structures, and functioning of affected ecosystems), aesthetic, historic, cultural, economic, social, or health, whether direct, indirect, or cumulative

**Enclosure** - An area below BFE of a structure The enclosure shall meet the requirements of NFIP regulations for V-zone construction as codified in Title 44, Section 60.3(a)(3) of the Code of Federal Regulations As defined by FEMA a breakaway wall is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system

**Eroding area** - A portion of the shoreline which is experiencing an historical erosion rate of greater than two feet per year based on published data of the University of Texas at Austin, Bureau of Economic Geology

**Erosion** - The wearing away of land or the removal of beach and/or dune sediments by wave action, tidal currents, wave currents, drainage, or wind Erosion includes, but is not

limited to, horizontal recession and scour and can be induced or aggravated by human activities

**Erosion response structure** - A hard or rigid structure built for shoreline stabilization which includes, but is not limited to, a jetty, retaining wall, groin, breakwater, bulkhead, seawall, riprap, rubble mound, revetment, or the foundation of a structure which is the functional equivalent of these specified structures

**FEMA** - The United States Federal Emergency Management Agency This agency administers the National Flood Insurance Program and publishes the official flood insurance rate maps

**FEMA Rules** - County-adopted requirements for construction required of all construction in areas covered by FEMA insurance

**Foredunes** - The first clearly distinguishable, usually vegetated, stabilized large dunes encountered landward of the Gulf of Mexico On some portions of the Texas Gulf Coast, foredunes may also be large, unvegetated, and unstabilized. Although they may be large and continuous, foredunes are typically hummocky and discontinuous and may be interrupted by breaches and washover areas Foredunes offer the first significant means of dissipating storm-generated wave and current energy issuing from the Gulf of Mexico Because various heights and configurations of dunes may perform this function, no standardized physical description applies Foredunes are distinguishable from surrounding dune types by their relative location and physical appearance

**Foredune ridge** - The high continuous line of dunes which are usually well vegetated and rise sharply landward of the foredune area but may also rise directly from a flat, wave-cut beach immediately after a storm.

**General Land Office (GLO, Land Office)** - The agency of the Texas state government charged with coordinating and overseeing the development and implementation of dune protection and beach access plans by counties and cities on the Gulf of Mexico Coast of the State of Texas.

**Geotube®** - Geotube is a registered trademark owned by Ten Cate Nicolon, Miratech Division and refers to its' geotube containment system

**GLO Rules** -- See Beach/Dune Rules

**Habitable structures** - Structures suitable for human habitation including, but not limited to, single or multi-family residences, hotels, condominium buildings, and buildings for commercial purposes Each building of a condominium regime is considered a separate habitable structure, but if a building is divided into apartments, then the entire building, not the individual apartments, is considered a single habitable structure Additionally, a habitable structure includes porches, gazebos, and other attached improvements

**Industrial facilities** - Includes, but are not limited to, those establishments listed in Part 1, Division D, Major Groups 20-39 and Part 1, Division E, Major Group 49 of the Standard Industrial Classification Manual as adopted by the Executive Office of the President, Office of Management and Budget (1987 ed) However, for the purposes of this Plan, the establishments listed in Part 1, Division D, Major Group 20, Industry Group Number 209, Industry Numbers 2091 and 2092 are not considered "industrial facilities "

**Large-scale construction** - Construction activity greater than 5,000 square feet or habitable structures greater than two stories in height Both the area beneath the lowest habitable level of an elevated structure and a cupola (i.e. "widow's walk") with an area of 400 square feet or less on the top of the second habitable story are not considered stories for the purpose of this section Multiple-family habitable structures are typical of this type of construction

**Line of vegetation (also vegetation line, {LOV})** - The extreme seaward boundary of natural vegetation which spreads continuously inland The line of vegetation is typically used to determine the landward extent of the public beach. On the portions of Texas coast where there is no marked vegetation line or the line is discontinuous or modified, the line of vegetation shall be determined consistent with §15 10(b) of the Texas Administrative Code and the Open Beaches Act, Texas Natural Resources Code §§61 016 and 61 017

**Litter** - As authorized by Texas Natural Resources Code §61 122, the Commissioners' Court of a County bordering the Gulf of Mexico or its tidewater limits, by order, may define the term littering Litter includes any act of placing on the ground, scattering, or leaving unattended upon any beach in Galveston County other than in a proper disposal receptacle, any trash, garbage or debris of any character, including but not limited to food, used containers or packaging, rubber, glass, paper, plastic, wood, metal, non-biodegradable cast-off appliances, or medical waste from land-based activities such as housekeeping, medical treatment or research, recreation, camping, fishing, or picnicking or water-based activities such as shipping, off-shore oil and gas production, and commercial or recreational fishing Paper and other trash resulting from fireworks exploded on the public beach or within the critical dune area is also considered litter The County shall regulate litter and criminal penalties will apply where regulations are established

**Littering** - See litter

**Littoral owner** - means the owner of land adjacent to the shore and includes a lessee, licensee, or anyone acting under the littoral owner's authority

**Local government** - A municipality, any special purpose district, any unit of government, or any other political subdivision of the state Unless otherwise explained in this Plan, local government shall refer to Galveston County, Texas

**Man-made vegetated mound** - A mound, hill, or ridge of sand created by the deliberate placement of sand or sand trapping devices including sand fences, trees, or brush and planted with dune vegetation

**Master plan (Master planned development)**- A plan developed by the applicant in consultation with the GLO, the applicant or applicants, and the County, for the development of an area subject to the Beach/Dune Rules, as identified in 31 Texas Administrative Code §15.3. The master plan shall fully describe in narrative form the proposed development and all proposed land and water uses, and shall include maps, drawings, tables, and other information, as needed. The master plan must, at a minimum, fully describe the general geology and geography of the site, land and water use intensities, size and location of all buildings, structures, and improvements, all vehicular and pedestrian access ways, and parking or storage facilities, location and design of utility systems, location and design of any erosion response structures, retaining walls, or stormwater treatment management systems, and the schedule for all construction activities described in the master plan. The master plan shall comply with the Open Beaches Act and the Dune Protection Act. The master plan shall provide for overall compliance with the Beach/Dune Rules and, when approved as an amendment to the Galveston County Dune Protection and Beach Access Plan, may vary from the specific standards, means and methods provided in the Beach/Dune Rules if the degree of dune protection and the public's right to safe and healthy use of and access to and from the public beach are preserved. If all impacts to dunes, dune vegetation and public beach use and access are accurately identified, the County shall not require permits for construction on the individual lots within the master plan area. Master plans are intended to provide a comprehensive option for planning along the Texas coast.

**Material changes** - Changes in project design, construction materials, or construction methods or in the condition of the construction site which occur after an application is submitted to the County or after the County issues a Coastal Construction Permit. Material changes are those additional or unanticipated changes which have caused or will cause adverse effects on dunes, dune vegetation, or beach access and use, or exacerbation of erosion on or adjacent to the construction site.

**Mitigation sequence** - The series of steps which must be taken if dunes and dune vegetation will be adversely affected. First, such adverse effects shall be avoided. Second, adverse effects shall be minimized. Third, the dunes and dune vegetation adversely affected shall be repaired, restored, or replaced. Fourth, the dunes and dune vegetation adversely affected shall be replaced or substituted to compensate for the adverse effects.

**National Flood Insurance Act** - 42 United States Code, §§ 4001, et seq. National Flood Insurance Program also known as NFIP.

**Natural resources** - Land, fish, wildlife, insects, biota, air, surface water, groundwater, plants, trees, habitat of flora and fauna, and other such resources

**Open Beaches Act** - Texas Natural Resources Code, Chapter 61

**Order** "order" means an order of the Commissioners' Court, "Order" means this Order of Commissioners' Court of Galveston County, Texas Adopting the Galveston County Dune Protection and Beach Access Plan

**Owner or operator** - Any person owning, operating, or responsible for operating commercial or industrial facilities

**Parks Department** - The Galveston County Parks Department

**Permit condition** - A requirement or restriction in a permit necessary to assure protection of life, natural resources, property, and adequate beach use and access rights (consistent with the Dune Protection Act and/or the Open Beaches Act) which a permittee must satisfy in order to be in compliance with the permit

**Permit** - See Coastal Construction Permit

**Permittee** - Any person authorized to act under a permit issued by the County

**Person** - An individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, state, municipality, commission, political subdivision, or any international or interstate body or any other governmental entity.

**Pipeline** - A tube or system of tubes used for the transportation of oil, gas, chemicals, fuels, water, sewerage, or other liquid, semi-liquid, or gaseous substances

**Plan** - Galveston County Dune Protection and Beach Access Plan

**Practicable** - Available and capable of being done after taking into consideration existing building practices, costs, siting alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property

**Production and gathering facilities** - The equipment used to recover and move oil or gas from a well to a main pipeline, or other point of delivery such as a tank battery, and to place such oil or gas into marketable condition. Included are pipelines used as gathering lines, pumps, tanks, separators, compressors, and associated equipment and roads

**Project area** - The portion of a site or sites which will be affected by proposed construction

**Public beach or beach** - As used in this Plan, "public beach" is defined in the Texas Natural Resources Code, §61.013(c) Any beach bordering on the Gulf of Mexico that extends inland from the line of mean low tide to the natural line of vegetation bordering on the

seaward shore of the Gulf of Mexico, or such larger contiguous area to which the public has acquired a right of use or easement to or over by prescription, dedication, or estoppel, or has retained a right by virtue of continuous right in the public since time immemorial as recognized by law or custom. This definition does not include a beach that is not accessible by a public road or ferry as provided in §61.021 of the Texas Natural Resources Code.

**Recreational activity** - Includes, but is not limited to, hiking, sunbathing, and camping. As used in Section 15.3(s)(2)(C) of the Beach/Dune Rules and Section II(F)(3) of this Plan, recreational activities are limited to the private activities of the person owning the land and the social guests of the owner. Operation of recreational vehicles is not considered a recreational activity, whether private or public.

**Recreational vehicle** - A dune buggy, marsh buggy, minibike, trail bike, jeep, or any other mechanized vehicle that is being used for recreational purposes.

**Restoration** - The process of constructing man-made vegetated mounds, repairing damaged dunes, or vegetating existing dunes.

**Restored (man-made) dune** - For the purposes of determining construction setbacks and the location of the Dune Protection Line, a restored dune shall be defined as having more than 50% vegetative cover, a minimum 3:1 slope on the seaward face, an average height of 75% of the peninsula's mean base flood elevation as measured from mean sea level, a naturally established connection to the dune contour and elevation of the adjacent property, and shall not extend further seaward than 4.1' elevation from mean sea level or seaward of the 20 ft recognized dune corridor.

**Retaining wall** - A structure designed primarily to contain material and to prevent the sliding of land. Retaining walls may collapse under the forces of normal wave activity.

**Sand budget** - The amount of all sources of sediment, sediment traps, and transport of sediment within a defined area. From the sand budget, it is possible to determine whether sediment gains and losses are in balance.

**Sandsock** - A generic term for a containment system. An example of a sandsock is the geotube® containment system, which is a geotextile sand-filled containment system product. For the purposes of this Plan, it is recognized that all existing sandsock structures were destroyed by Hurricane Ike and removed as debris from the beach by the General Land Office.

**Seawall** - An erosion response structure specifically designed to or which will withstand wave forces.

**Seaward of a dune protection line** - The area between a dune protection line and the line of mean high tide.

**Shore protection project** - See "Coastal and shore protection project "

**Small-scale construction** - Construction activity less than or equal to two stories in height that is also less than or equal to 5,000 square feet. Both the area beneath the lowest habitable level of an elevated structure and a cupola (i.e. "widow's walk") with an area of 400 square feet or less on the top of the second habitable story are not considered stories for the purpose of this section. Single-family habitable structures are typical of this type of construction.

**Structure** - Includes, without limitation, any building or combination of related components constructed in an ordered scheme that constitutes a work or improvement constructed on or affixed to land.

**Swales** - Low areas within a dune complex located in some portions of the Texas coast which function as natural rainwater collection areas and are an integral part of the dune complex.

**Unique flora and fauna** - Endangered or threatened plant or animal species listed at 16 United States Code Annotated, §1531, the Endangered Species Act of 1973, and/or the Parks and Wildlife Code, Chapter 68, or any plant or animal species that the County has determined in this Plan are rare or uncommon.

**Vegetation line** - See line of vegetation.

**Washover areas** - Low areas that are adjacent to beaches and are inundated by waves and storm tides from the Gulf of Mexico. Washovers may be found in abandoned tidal channels or where foredunes are poorly developed or breached by storm tides and wind erosion.

### **5-A. Setback Line Considerations**

Prior to the implementation of this Plan the setback line on the Bolivar Peninsula, post Hurricane Ike, in the absence of a natural line of vegetation line, is 200ft. landward of mean low tide plus an additional 50ft dune conservation area setback for a total distance of 250ft from mean low tide. This post-Ike line was implemented with General Land Office concurrence, as a result of the complete loss and scouring of the dune system along the length of the Bolivar Peninsula. Galveston County through the County Engineers Office has implemented in practice a setback line 50ft landward of the line of vegetation. As detailed previously the implementation of a building set back line is a major part of the development of this erosion response plan, taking into account the following criteria:

- a) Historical erosion rates as determined by the University of Texas at Austin, Bureau of Economic Geology, or other source approved by the General Land Office;

The ERP should also include the establishment of a stable and verifiable reference point that could be used toward the development of a smooth and consistent relatively straight line which could include any of the reference points listed below:

- b) The line of vegetation (LOV),
- c) Mean Low Tide,
- d) Mean High Tide; or
- e) The line depicted in a coastal boundary survey approved and filed as provided in Texas Natural Resources Code, §33.136,
- f) The dune protection line (DPL). The building set-back line may not be located further landward than the DPL, which is established by a local government under the Dune Protection Act and updated as specified in §15.3(k) of this title (relating to Local Government Review of Dune Protection Line Location). The building set-back line must protect as much of the critical dune area as practicable.

### **5-B. Objectives to be Accomplished by Implementing a Setback Line**

- Mitigate against future losses due to storm and tidal surge and to reduce public expenditures.
- Protect critical dune width allowing sufficient area for existing and future dunes while also preserving public access.
- Determine criteria, issues and allowable facilities when no practicable alternative exists for construction seaward of the setback line.

### **6. Bolivar Peninsula Erosion Rates**

Graph 1 on the following page, provides a summary of shoreline change rates between Sabine Pass and the Galveston Entrance Channel from the USACE's "Sabine Pass to Galveston Bay, Texas – Shoreline Erosion Feasibility Study" (King 2007). This figure includes the study area of Bolivar Peninsula. The 1974-2000 average was developed by Dr. Jim Gibeau at the University of Texas Bureau of Economic Geology (BEG) specifically for the Feasibility Study. As seen below, shoreline changes vary significantly along the entire study area. In particular Bolivar Peninsula has an area of erosion occurring in the vicinity of Rollover Pass with an average rate of 5 ft/yr (see Figure 2, page 24), which then transitions into a relatively stable area and then an area of significant accretion at the west end of the peninsula. An item of note is that the shoreline near High Island and to the west within McFaddin National Wildlife Refuge area has experienced significant long-term erosion with average rates between 5 and 10 ft/yr. Site visits show that the shoreface has lost much of its sand and the shoreline consists

mostly of exposed clay (see Photos 5 and 6) As a result, there is limited sand available for transport to Galveston County and Bolivar Peninsula beaches, which could increase erosion rates along the eastern portion of the peninsula

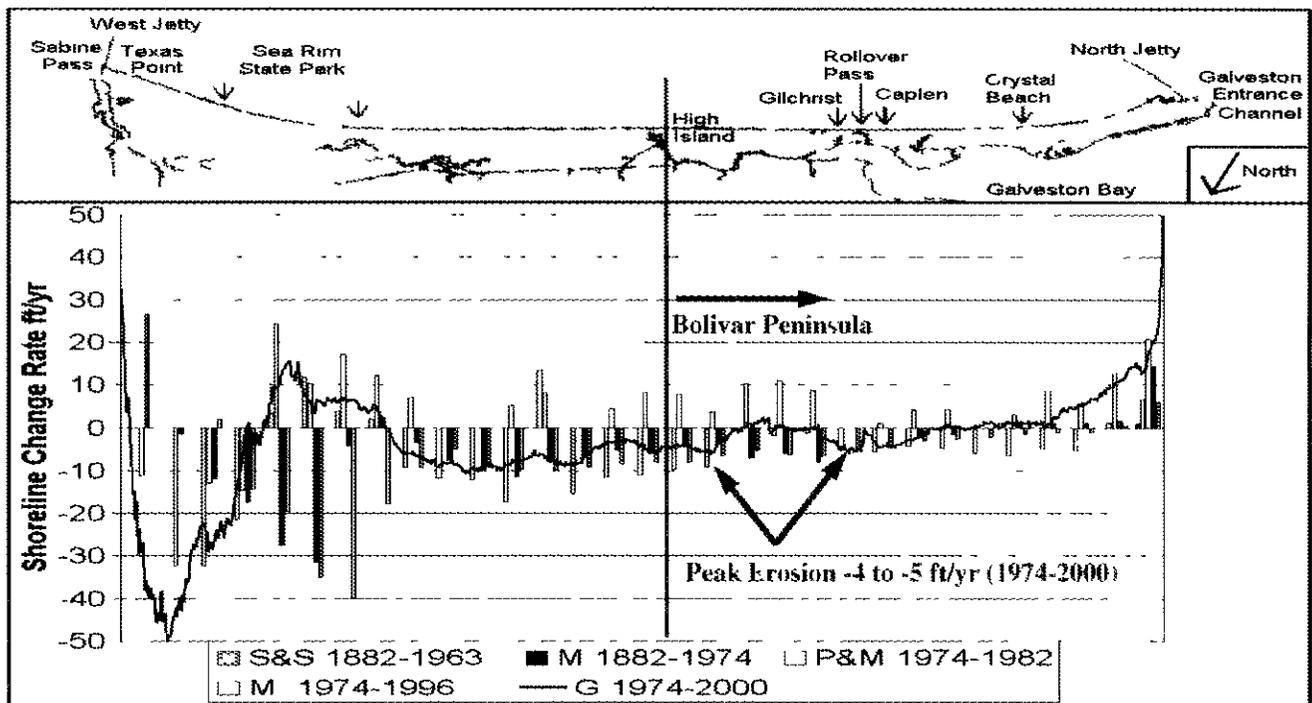


**Photo 7**-Typical Chambers County shoreline  
(Facing West)

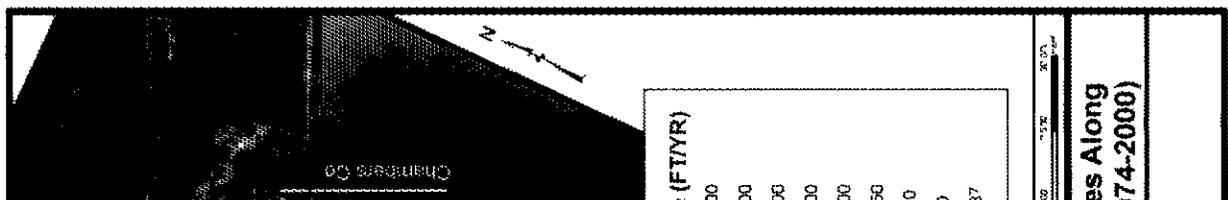


**Photo 8** McFaddin NWR  
(Note exposed clay)

Recently the BEG updated long-term erosion rates for Galveston County with partial data from 1838 to 1882 and full data from 1930 through 2007. It should be noted that significant changes to the shoreline, inlets, and the construction of Rollover Pass (1955) occurred during this long time period. As a result, these longer-term erosion rates may not be indicative of the recent shoreline change trends on Bolivar Peninsula. Therefore, application of the erosion rates developed for the Feasibility Study is recommended for use in of Galveston County's set-back.



**Graph 1. Historical Shoreline Change between Sabine Pass and the Galveston Entrance Channel (modified after King 2007)**





**6-A Duration for Setback Projection**

The set-back line should be far enough landward to accommodate future erosion over a specific timeframe Gibeaut *et al* (2004) recommended a minimum of 20 years Another option, although more difficult to justify, is to consider an initial timeframe of five (5) years as the setback duration. This option is a potential consideration because the erosion response plan is required to be updated every five (5) years and if corresponding changes are required they could be incorporated into the plan at the time of the five (5) year revision However, justification of such a limited timeframe and it's overall benefits are very difficult to quantify on such a short time frame. Other counties on the Texas coast have developed a more lengthy time frame- for example Nueces County requires structures located within sixty times (60) the erosion rate to be designed so that they can be relocated (Nueces County 2010) In Florida, regulations for coastal construction include a 30-year erosion projection line (McKenna 2009)

The setback distance would vary depending on the length of time selected and the specific erosion rates at a given area For example, at the west end of the Bolivar Peninsula in the Rettilon Road area, the beach is accreting and is the widest beach on the peninsula due to the influences of the North Jetty (Note photo's 3 and 4 above) A BSL in this area would necessarily include recognition of that accretion In contrast, immediately west of Rollover Pass, where the average erosion rate is approximately 4ft to 5ft ft/yr; the setback distance combined with the average dune width could result in a set back area possibly back to State Highway 87

It is recommended the timeframe used for consideration in the development of a BSL should be no less than 20 years in coordination with the average erosion rate based on the 1974-2000 averages applied to the USACE Feasibility Study by the BEG for the specific area multiplied by that factor of 20 (or whatever the duration) years and added with the average dune width for the Bolivar peninsula to determine the total setback area

#### **6-B Reference Line Determination**

An important consideration for development of a set-back distance is the seaward reference line from which the setback is measured This reference line should be consistent, stable, easily verifiable location point or line that is easily obtained and does not place an undue burden on those whom the line will affect The rules for the development of a local Erosion Response Plan as published by the GLO, recommend the possible use of several reference lines

- The Line of Vegetation (LOV)
- Mean Low Tide (or Mean Low Water)
- Mean High Tide (or Mean High Water)
- Approved State Coastal Boundary Survey (typically the Mean Higher High Water line)

Table 1 on the following page provides a summary of elevations for various tidal datum and common geomorphic features found on Galveston County beaches Tidal datum are from NOAA Station 87715101 located on the Galveston Pleasure Pier There is a tide station at Rollover Pass, however, it is located on the bay side of the Pass and does not provide an accurate representation of Gulf shoreline tidal variations

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<b>Table 1. Elevations of tidal datums and geomorphic features along Galveston County beaches.</b>		
<b>Reference/Feature</b>	<b>Elevation, ft (NAVD)</b>	<b>Comment</b>
MLLW	-0 61	Forebeach ("Swash Zone") – extremely dynamic/variable on monthly and seasonal timescales
MLW	-0 22	
MSL	+0 50	
MHW	+1 23	
MHHW	+1 43	
(State "Coastal Boundary")		
"Shoreline"	Approx +2 5 ft	
Dry Beach	> +2 5 ft	Backbeach – less dynamic/variable on monthly and seasonal timescales

### 6-C Reference Line Summaries

**6-C-1 Line of Vegetation- (LOV)** is a difficult line to determine, especially along eastern Bolivar Peninsula as there was a significant loss of vegetation from Ike and it is only now slowly starting to come back. Also, the County cannot determine this line, it has to be done by GLO, who will not likely be in Galveston often enough to establish for all the properties that will be seeking permits due to Ike. Delineation of the LOV requires specialized background and credentials. Most surveyors are not legally authorized to delineate or update the LOV. The LOV is extremely susceptible to weather impacts and can be obliterated, as during Ike. The LOV determination for the ERP is only for planning purposes, not for permitting purposes.

**6-C-2 Mean Low Tide (MLT):** Line is a contour, and due to its location on the beach profile (very low), it will move significant distances landward and seaward throughout the year. This could cause issues with building applicants submitting at different times of the year. In addition, not all upland topographic surveyors understand how to establish this line, or elevation. It should be noted that at certain times of the year (spring and fall) this elevation may be in relatively deep water, making a survey using traditional survey equipment very difficult. However, this is the reference line that has been used for permitting purposes since Hurricane Ike.

**6-C-3 Mean High Tide (MHT):** Similar issues to MLT in regards to seasonal variability and how to locate by non-coastal area surveyor.

**6-C-4 Coastal Boundary Survey** A Coastal Boundary Survey does not currently exist for all of Bolivar Peninsula. For this line to be used as a reference point the coverage gaps would need to be filled, or a new survey for the entire peninsula performed. Obtaining this new information would be an expensive undertaking, and is subject to being located in the surf over time. A Coastal Boundary Survey, to be certified, must be published in the Texas Register and entails a significant time requirement.

Galveston County is considering approaching the issue from a different perspective- moving the landward boundary of the building setback area to the Dune Protection Line. This movement has several distinct advantages.

- The seaward reference line, mean low tide, is a familiar line to the general public and has been used since Hurricane Ike in 2008
- It moves the landward boundary of the setback area as far landward as possible
- The landward boundary is a stable upland contour and is easier for all topographic surveyors to locate.
- Builders, real estate agents, and others can more easily relate to measurement tool they are familiar using

As additional information a schematic sketch of how the reference lines and building limit lines relate is provided below

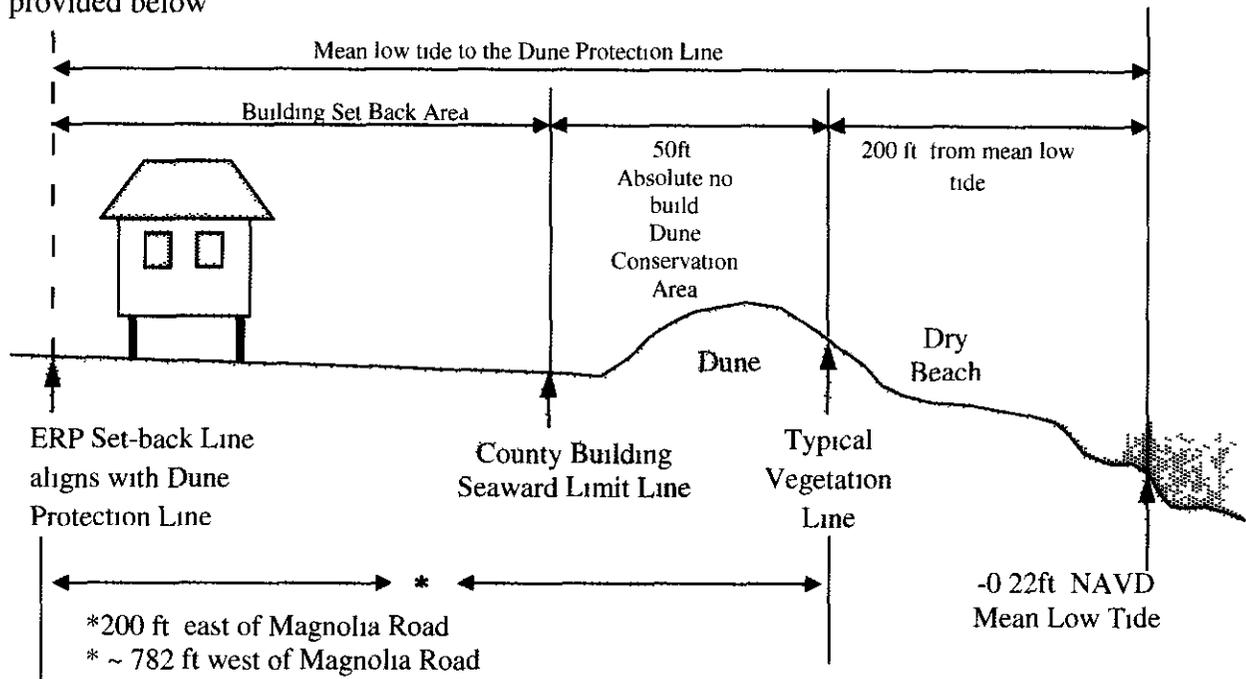


Figure 3. Definition Schematic for Construction Set-Back Line.

#### 6-C-5 Current County Building Limit Line

The County has a Building Limit Line for construction on Gulf-front properties, historically, this limit line is located 50 ft landward of the LOV. However, after Hurricane Ike, the LOV was obliterated, rendering it impossible to be used as a reference point. The Open Beach Act uses distance markers from a tidal datum (mean low tide) for an area with no marked line of vegetation, or an area that has been obliterated, or artificially created. As a result, since Hurricane Ike Galveston County has utilized 200ft from Mean Low Tide plus a County 50 ft setback to create the seaward Building Limit Line for a total of 250ft from mean low tide. This limit line therefore includes the public beach easement and 50 ft for creation of a dune feature. It is understood the GLO only uses this process if a natural line of vegetation cannot be determined.

#### 6-C-6 Relationship to the Dune Protection Line

As provided beginning on page four (4) of the Galveston County Dune Protection and Beach Access Plan (Plan) and found fully described in Appendix #1, certified effective by the GLO on September 13, 2006 and pursuant to Texas Natural Resources Code § 63.011, the Commissioners' Court established the dune protection line for the purpose of preserving sand dunes within Galveston County within those areas in Galveston County subject to the authority of this Order. "The dune protection line shall

be located 200 feet landward of the line of vegetation beginning from a point on the Galveston County and Chambers County line and traveling southwesterly continuously thereafter along a line continuously 200 feet landward of the line of vegetation to a point near the southwest end of Bolivar Peninsula on Magnolia Lane said point (TXSC N 13,721,753 72, E 3,336,333 29), being N 46°27'39" E, a distance of 9678 90 feet from said NGS Monument "PETER",

Thence, S 46°10'50" W, a distance of 427 94 feet (TXSC Coordinates N 13,721,457 42, E 3,336,024 52),

Thence N 38°45'00" W, a distance of 88 21 feet (TXSC Coordinates N 13,721,526 21, E 3,335,969 31),

Thence S 40°16'56" W, a distance of 3393 38 feet (TXSC Coordinates N 13,718,937 50, E 3,333,775 31),

Thence S 35°35'03" W, a distance of 2414 76 feet (TXSC Coordinates N 13,716,973 67, E 3,332,370 16),

Thence S 30°52'54" W, a distance of 879 31 feet (TXSC Coordinates N 13,716,219 02, E 3,331,918 84),

Thence S 39°34'31" W, a distance of 996 97 feet (TXSC Coordinates of N 13,715,450.57, E 3,331,283 68),

Thence S 0°07'47" W, a distance of 362 46 feet (TXSC Coordinates N 13,715,088 11, E 3,331,284 50),

Thence S 28°43'27" W, a distance of 232 67 feet (TXSC Coordinates N 13,714,884 07, E 3,331,172 68),

Thence S 28°52'36" W, a distance of 955 24 feet (TXSC Coordinates N 13,714,047 60, E 3,330,711 39),

Thence S 24°34'26" W, a distance of 2077 14 feet (TXSC Coordinates N 13,712,158 59, E 3,329,847 56),

Thence S 36°59'32" W, a distance of 457 33 feet (TXSC Coordinates N 13,711,793 31, E 3,329,572 38),

Thence S 7°15'14" W, a distance of 279 41 feet (TXSC Coordinates N 13,711,516 14, E 3,329,537 10),

Thence S 20°48'35" W, a distance of 1208 71 feet (TXSC Coordinates N 13,710,386 28, E 3,329,107 69),

Thence S 9°23'59" W, a distance of 1586 57 feet (TXSC Coordinates N 13,708,821 01, E 3,328,848 57),

Thence S 40°35'37" W, a distance of 3621 67 feet (TXSC Coordinates N 13,706,070 91, E 3,326,491 99) to a turning point on the dune protection line,

Thence N 53°00'22" W, a distance of 3823 12 feet (TXSC Coordinates N 13,708,371 39, E 3,323,438 46),

Thence S 54°14'32" W, along the said line 200 feet landward of the Southerly extent of Vegetation in the Gulf of Mexico, a distance of 2274 65 feet to a point in the Northerly extension of the centerline of the North Jetty with (TXSC Coordinates) of N 13,707,042 17, E 3,321,592 59 and being 45°20'43" W, a distance of 129 39 feet from a brass monument in the North end of the North Jetty and S 43°56'18" W, a distance of 11,152 42 feet from said NGS Monument "PETER" c Pursuant to the Dune Protection Act, the farthest landward that the County may establish the dune protection line is 1,000 feet from mean high tide Accordingly, the dune protection line shall not exceed 1,000 feet landward of the line of mean high tide of the Gulf of Mexico At the time of adoption of this Order, the Commissioners' Court finds that the dune protection line described herein does not exceed 1,000 feet landward of mean high tide for the areas of Galveston County for which the dune protection line is established All critical dune areas shall be seaward of the dune protection line

3 The written description of the dune protection line herein is filed with the County Clerk of Galveston County, Texas by the adoption and filing of this Order

4 Review - The County will review the location of the dune protection line at least once every five years to determine whether the line is adequately located to achieve its stated purposes "

### 6-C-7 Dune Width

See section 12 for Procedures for Preserving, Restoring, and Enhancing Critical Sand Dunes for natural Storm Protection and Conservation Purposes The setback distance should be adequate to help reduce impediments to natural dune migration and/or recovery after storms As additional information below is a summary of previous studies / surveys that provide information on natural dune width along the Bolivar Peninsula

Through analysis of LIDAR surveys, Gibeaut and Caudle (2009) concluded that the typical natural foredune complex along the upper Texas coast occupies an approximate 200-ft wide corridor as measured landward from the +1.2 m MSL (+4.5 ft NAVD) contour However, through the development of this ERP a representative sampling by topographic surveys completed by Coastal Surveying of Texas has found an average pre-Ike dune width of 37' in eroding areas and 112' in accreting areas Gibeaut *et al* (2002) suggested that, along the upper Texas coast, washover and damage to beach-front construction from storms with surges of up to approximately 5 ft does not typically occur where the foredunes are at least 10 ft high or 100 ft wide

**6-C-8. Coastal Zones and Building Setback Line**

Due to the varying conditions on the Bolívar Peninsula, the varying rates of erosion and in the interest of implementing a stable and understandable system the landward extent of the Building Set-back areas will be the Dune Protection Line as depicted above in Section 7-C-6

## **7 - Prohibition on New Construction Seaward of the Setback line**

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### **Texas Administrative Code**

A prohibition on new construction seaward of the building set-back line. The prohibition criteria should include at least the following minimum criteria:

(A) To the maximum extent practicable, all structures should be constructed landward of the building set-back line.

(B) Construction of structures landward of the building set-back line establishes a rebuttable presumption that the permittee has followed the mitigation sequence requirements for avoidance and minimization of effects on dunes and dune vegetation specified in §15.4(f) of this title (relating to Mitigation). However, the permittee is not exempt from compliance with compensatory mitigation requirements for unavoidable adverse effects on dunes and dune vegetation.

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### **7-A Prohibitions-**

New construction is prohibited seaward of the Building Set-back Area, except as provided in Section 9 Exemptions. Additionally, paving, grading, or altering the ground in any manner is prohibited in the area within 50ft of the LOV. This area may not be disturbed from its natural state in any manner, including mowing, grading, landscaping, filling, or fertilizing.

Public and private dune walkovers, footpaths, beach access roads, dune restoration projects, sand fences (utilized in accordance with U.S. Fish and Wildlife Service guidelines) and irrigation systems for the dune that are approved through a beachfront construction permit and/or dune protection permit may be allowed.

### **7-B Mitigation Sequence**

Structures constructed landward of the Building Setback Line, establishes a rebuttable presumption that the structure/permittee has followed the mitigation sequence requirements for avoidance and minimization of effects on dunes and dune vegetation as specified in the Texas Administrative Code. Permittee's are not exempt from compliance with compensatory mitigation requirements for unavoidable adverse effects to dunes and dune vegetation and compliance with the adopted Mitigation Sequence as detailed in the Galveston County Dune Protection and Beach Access Plan.

## 8 - Exemptions

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### Texas Administrative Code

Consideration of exemptions Local governments may consider exemptions from the prohibition of residential and commercial construction seaward of the building set-back line for

(A) properties for which the owner has demonstrated to the satisfaction of the local government that no practicable alternatives to construction seaward of the building set-back line exist. For purposes of this section, practicable means available and capable of being done after taking into consideration existing building practices, siting alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property,

(B) properties for which construction is permitted under a dune protection and beach access plan establishing a building set-back line certified by the General Land Office prior to the effective date of this section, and

(C) structures located seaward of the building set-back line prior to the effective date of this section for which modifications are sought that do not increase the footprint of the structure. However, structures seaward of the building set-back line that are damaged more than 50% or destroyed should be subject to this section before any repairs or reconstruction may be conducted

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The following criteria establish an exception from the prohibition of residential and commercial construction seaward of the landward extent of the Building Setback Area (BSA)

#### **8-A-1 Demonstration of no Practicable Alternative**

Practicable, for purposes of this section means "Available and capable of being done after taking into consideration existing building practices, costs, siting alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property." If a landowner can demonstrate that no practicable alternative to construction seaward of the landward extent of the Building Setback Area exists, an exception to the prohibition on construction shall be granted, excluding the area located within the Dune Conservation Area.

#### **8-A-2 Procedure for Appeal of Practicable Determination**

The Building Official shall make the finding on whether it is not practicable to conduct construction activities landward of the Building Set-back line when an applicant proposes construction activities seaward of the landward extent of the Building Set-back area on lots platted before the effective date of this Erosion Response Plan

The Building Official's finding may be appealed to the County Engineer. If both the Building Official and the County Engineer find that the applicant has not demonstrated that it is not practicable to comply with the requirement that the proposed construction activities be located landward of the Building Set-back line, then the applicant may appeal to the Commissioners' Court. All appeals must be filed within two (2) weeks of the applicant's receipt of the finding from the Building Official or the County Engineer, as applicable, by filing a written request for appeal in the County Engineer's office. The finding of the Commissioners' Court is final. The finding of whether it is not practicable to comply with the requirement that the construction activity be located landward of the Building Set-back line shall be made by the County.

### **8-A-3 Property Permitted Under Existing Dune Protection and Beach Access Plan**

An exemption may be granted to existing permits issued prior to the effective date of this Erosion Response Plan. Existing structures that were properly permitted by Galveston County are exempt from the building setback prohibition, provided there are no practicable alternatives, that the footprint of the building is not increased and that the new structure meets new construction guidelines.

Galveston County may consider exemptions from the prohibition of residential and commercial construction seaward of the building set-back line for

- A Properties for which the owner has demonstrated to the satisfaction of the local government that no practicable alternatives to construction seaward of the building set-back line exist. For purposes of this section, practicable means available and capable of being done after taking into consideration existing building practices, siting alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property,
- B Properties for which construction is permitted under a dune protection and beach access plan establishing a building set-back line certified by the General Land Office prior to the effective date of this section, and
- C Structures located seaward of the building set-back line prior to the effective date of this section for which modifications are sought that do not increase the footprint of the structure. However, structures seaward of the building set-back line that are damaged more than 50% or destroyed should be subject to this section before any repairs or reconstruction may be conducted.

### **8-A-4 Substantial Improvement to Structures**

In accordance with NFIP guidelines, structures damaged more than 50% of their appraised value must be repaired in accordance with new construction guidelines. Reconstructions, rehabilitations, additions, or other improvements to existing structures seaward of the Building Setback Line, with a cost of less than 50 percent of the appraised value of the existing structure, should be exempt from the prohibition on construction.

Galveston County Commissioners Court has adopted the IRC Building code for construction standards, has developed local floodplain regulations and participates in the National Flood Insurance program. Compliance with building standards for residential construction is administered by the County Engineers Office.

## 9 - Construction Requirements for Exempt Properties

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### Texas Administrative Code

Construction requirements for exempt properties Where the local government allows an exemption from the prohibition for building seaward of the building set-back line, it should require the following conditions of construction

- (A) plans and certifications for the structure by a registered professional engineer licensed in the State of Texas providing evidence of the following
  - (i) a minimum two-foot freeboard above base flood elevation (BFE);
  - (ii) no enclosures below BFE,
  - (iii) the adequacy of elevated building foundations and the proper placement, compaction, and protection of fill when used as construction for all newly constructed, substantially damaged, and substantially improved buildings elevated on pilings, posts, piers, or columns in accordance with the latest edition of specifications outlined in American Society of Civil Engineers, Structural Engineering Institute, Flood Resistant Design and Construction, ASCE 24-05,
  - (iv) feasible relocation of any habitable structure; and
  - (v) all construction is designed to minimize impacts on natural hydrology,
- (B) location of all construction should be landward of the landward toe of the foredune ridge, where practicable.

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### 9-A Construction Requirements

Where an exception from the prohibition for new construction seaward of the landward extent of the Building Setback Area (BSA) is allowed, several conditions should be met

- A. All construction shall be designed to minimize impacts on natural hydrology, create no erosion to adjacent properties, critical dune areas, or the public beach, and preserve to the greatest extent practicable (see definition) the natural dune line and vegetation and include certification by an engineer licensed in the State of Texas,
- B. All construction is located as far landward as is practicable,
- C. Construction is in accordance with IRC 2009 building codes and local floodplain regulations,
- D. Increasing freeboard is encouraged on new construction above the NFIP base flood elevation (BFE);
- E. All enclosures below BFE must be in compliance with NFIP guidelines, and utilize technologies to minimize impacts on natural hydrogeology
- F. Areas located within 25 feet of a habitable structure may only be disturbed if the proposed activity is located landward of the Dune Conservation Area.
- G. Dune walkovers, footpaths, beach access roads, dune restoration projects, sand fences, and irrigation systems for the dune that are approved through a beachfront certificate and/or dune protection permit may be allowed,
- H. Structures shall be designed for feasible, above-site relocation. Proof that a structure is designed for feasible relocation shall be provided by a certified engineer, and for large-scale construction, financial assurance to fund the eventual relocation or demolition and removal of the proposed structure shall be provided, prior to construction implementation

## **9-B Enclosures**

Enclosures properly constructed, utilizing breakaway walls, louvered wall design, that do not provide a barrier to natural hydrology are more desirable than numerous small unsecured outbuildings. Previous experience has found that outbuildings (secured and not) are more likely to damage adjacent structures than those properly constructed. Under FEMA construction guidelines, enclosures are allowed below BFE as long as all walls for the enclosure are designed to breakaway under wind, surge, and wave impact in order to reduce impacts on water movement underneath and around the structure. Allowing breakaway wall construction is a viable alternative in that it is allowed by NFIP rules. Enclosures will reduce the footprint of outbuildings and thereby lessen the potential impact to critical dune and natural vegetation. It is recommended that every effort be made to control blowing sand through the use of sand fencing and native vegetation to reduce the volume of airborne sand lost to the beach. Additionally, heavy amounts of airborne sand is a hazard to the public by reducing visibility and placing beach goers at risk to vehicles operated on the beach.

## 10 - Procedures for Preserving and Enhancing the Public's Right of Access

### Texas Administrative Code

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. The ERP should include the following:

- (A) evaluation of all areas of public access to determine those that require improved protection from erosion and storm surge,
- (B) evaluation of construction methods and design improvements for areas of beach access to reduce costs associated with repair, rebuild, or replacement due to storm damage and erosion,
- (C) list of goals and implementation schedules for areas of public access design improvements that prioritize short term (two years or less) and long term goals,
- (D) inventory all publicly funded existing amenities and access ways as a basis for qualifying for FEMA post-storm funding sources,
- (E) establishment of procedures based on subparagraphs (A) and (B) of this paragraph for conducting post-storm assessment and identifying requirements for rehabilitation which include:
  - (i) inspection of beach access areas after meteorological events,
  - (ii) compilation of a list of access points that no longer comply with the local government's approved dune protection and beach access plan and the Beach/Dune rules with a description of specific required repairs and replacements including, but not limited to parking, pedestrian and vehicular access ways, and signage, and
  - (iii) schedules for access area repair and replacement based on available local funding and grant requests

### 10-A Public Beach Access Inventory and Evaluation

Beaches on the Bolivar Peninsula are open to vehicle traffic without restriction with the exception of the Houston Audubon Society Bolivar Flats area located at the very west end of the peninsula. However, this area is dangerous for vehicle traffic and has not been accessible by vehicle for approximately 20 years. On beach parking is available at the edge of the sanctuary area and pedestrian traffic is allowed. As detailed on page 33 (and listed below) of the County Plan certified in 2006, Galveston County has an inventory of 51 beach access roads on the Bolivar Peninsula and has completed FEMA Public Assistance repairs and is considering the final placement of the ADA dune walkover formerly located within the Johnson Road right-of-way.

<u>Name of Roadway</u>	<u>Road Surface</u>	<u>Improvement</u>
1 15th St	Improved, all weather	None
2 16th St.	Improved, all weather	None
3. Rettilon	Improved, all weather	None
4. Magnolia	Improved, all weather	None
5 Johnson Crawford Circle (4th Street)	Improved, all weather	None
6 Boyt	Improved, all weather	None
7 Helen Blvd	Improved, all weather	None
8 Melody Ln	Improved, all weather	None
9 Honeysuckle Dr	Improved, all weather	None
10 Alma	Improved, all weather	None
11 Tinkle	Improved, all weather	None
12 Jacks	Improved, all weather	None
13 O'Neil	Improved, all weather	None

<b><u>Name of Roadway</u></b>	<b><u>Road Surface</u></b>	<b><u>Improvement</u></b>
14 East Rd	Improved, all weather	None
15 Buell	Improved, all weather	None
16. Lazy Ln	Improved, all weather	None
17 Townsend	Improved, all weather	None
18 Gulfview	Improved, all weather	None
19 Surfview	Improved, all weather	None
20 Holiday Dr	Improved, all weather	None
21 Palmetto Dr	Improved, all weather	None
22 Wommack	Improved, all weather	None
23 West	Improved, all weather	None
24 Mr G	Improved, all weather	None
25 Monkhouse Dr	Improved, all weather	None
26 Crystal Beach Dr	Improved, all weather	None
27 Kahla	Improved, all weather	None
28 Gulf Shores Dr	Improved, all weather	None
29. Westview	Improved, all weather	None
30. Gulfway	Improved, all weather	None
31 Eastview	Improved, all weather	None
32 Alberdie	Improved, all weather	None
33 Noisy Waves	Improved, all weather	None
34. Clara	Improved, all weather	None
35 Center	Improved, all weather	None
36 Kenlyn	Improved, all weather	None
37 Driftwood Dr	Improved, all weather	None
38 Seadrift Dr	Improved, all weather	None
39 Ramada Blvd	Improved, all weather	None
40 Nassau Ln.	Improved, all weather	None
41 Redfish	Improved, all weather	None
42 Stingaree St	Improved, all weather	None
43 Cove	Improved, all weather	None
44 Cade	Improved, all weather	None
45 Bauer Lane (west side of Rollover Pass)	Sand/shell	Overlay
46 Bauer Street (east side of Rollover Pass)	Sand/shell	Overlay
47 Kirkpatrick*	Improved, all weather	None
48. Dirty Pelican Pier	Sand/shell	None
49 Unnamed road (2 3 miles west of State Highway 124)	Sand/shell	None
50 Unnamed road (1 7 miles west of State Highway 124)	Sand/shell	None
51 Unnamed road (just west of State Highway 124)	Sand/shell	On beach access

Galveston County maintains 142 barrels on the Bolivar gulf shoreline beaches and recently, Galveston County facilitated the purchase of 21 beach wheel chairs made possible by a large donation from a private individual to improve handicap access on Galveston Island. The 21 beach wheelchairs have been provided to the Galveston Park Board for use at the public beach parks on Galveston Island

## 11. - Procedures for Preserving, Restoring, and Enhancing Critical Sand Dunes for Natural Storm Protection and Conservation Purposes.

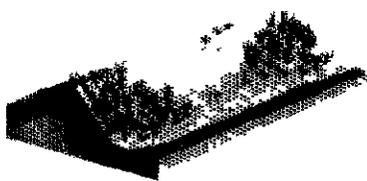
Texas Administrative Code

Procedures for preserving, restoring, and enhancing critical sand dunes for natural storm protection and conservation purposes. The ERP should include the following:

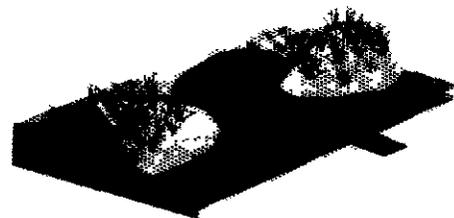
- (A) specific proposals for the height (above mean sea level), width (as measured perpendicular to the shoreline), and percent of vegetative cover of critical front row dunes necessary to protect public and private property from severe meteorological events. The minimum dune height should be based on at least 75% of the BFE height from mean sea level established by the National Flood Insurance Program Flood Insurance Rate Maps for the local area,
- (B) identification and listing of specific locations where restoration is needed to fill in gaps and blowouts in the foredune ridge,
- (C) specific proposals for dune re-vegetation projects, including the identification of native plant species to be used in these projects,
- (D) identification of enhanced dune protection measures for existing residences, multi-family structures and businesses. Establish dune protection measures which protect the landward side of the foredune ridge, which may include, but are not limited to
  - (i) use of native (indigenous) vegetation, and
  - (ii) limitations on the use of fertilizer and mowing,
- (E) identification of specific goals and implementation schedules to meet the requirements outlined in subparagraphs (A) - (D) of this paragraph, and
- (F) identification of available funding and proposed grant requests to accomplish goals and implementation schedules for dune restoration.

### 11-A Dune Goals

Protection of private and public infrastructure through the development of a well vegetated healthy dune system. The methods and practices used to meet this goal will be determined by County beach maintenance operations on a daily basis and depend on current situations including, but not limited to, the width and height of the existing dune system, accessibility to the area due to tides, beach width, and other on-site factors. A healthy dune system is the backbone for reducing impacts from storm events and is the measurement model used by the U.S. Army Civil Works through the Corp of Engineers Coastal program for storm damage reduction. Three factors found by Gibeaut and many others that indicate a healthy system include height, width, and vegetative cover. According to recent studies, a foredune ridge that is approximately 10 feet in height combined with a dune width of 200 feet and a high level of vegetative cover is essential to hold the dune system in place and reduce susceptibility to a "blow out" from high winds and provide protection to beachfront property. However, very limited areas on the Bolivar Peninsula prior to Hurricane Ike had a dune complex of this width, and following Hurricane Ike that limited amount was significantly reduced. The illustration on the following page from the GLO's Fifth Edition of the Dune Protection Manual provides visual evidence of what occurs when a dune lacks sufficient height, depth and vegetative cover.



Before Storm



Post Storm

### 11-B Dune Characteristics

Recognizing the importance of these three factors, along with research regarding historic dune widths on the upper Texas coast and specifically the peninsula, Galveston County has established minimum standards for creation of restored or man-made dunes as detailed in the Galveston County Dune Protection and Beach Access Plan, Section IV, Dune Reconstruction, beginning on page 28 Restored dunes should have the following characteristics

- 50% vegetative cover,
- A minimum 3:1 slope (seaward face);
- An average height of 75% of the peninsula's base flood elevation as measured from mean sea level,
- A naturally established connection to the dune contour and elevation of the adjacent property, and
- Shall not extend further seaward than 20ft seaward of the landward boundary of the public beach

### 11-C Dune Vegetation

As general guidance for dune restoration or re-vegetation projects, the County recommends the following

#### \*Vegetating Location

Seaward Face of the Dune

#### Recommendation

Bitter Panicum (grass), Sea Oats (grass), Marsh Hay Cordgrass (grass), beach morning glory (vine, and seagrapes (vine).

Landward Side of the Dune

Low-growing plants and shrubs found on the back side of the dunes include seacoast bluestem, cucumber leaf sunflower, rose ring gallardia, partridge pea, prickly pear, and lantana (Many of these are flowering plants, which are an attractive alternative to dune grasses though less effective as dune stabilizers )

#### \*Recommended Material

Native Hay

#### Technique

The use of a 3- to 6-inch thick layer native hay, with seeds of the above listed vegetation, on bare sand areas to provide immediate protection from blowing sand and encourage the natural process of re-seeding The hay must be harvested in fall when mature seeds are present

Sand Fencing

Encourage limited use of sand fencing to build up dunes where re-vegetation alone is unlikely to encourage sufficient dune width and height. Sand fencing can be used as a first step prior to re-vegetation in accordance with endangered species guidelines Diagonal 10 - 20ft parallel sections

*\*Source GLO Dune Protection and Improvement Manual for the Texas Gulf Coast 5<sup>th</sup> Edition*

As previously described, the dune system and vegetative cover on the Bolivar Peninsula were obliterated by Hurricane Ike Very few individual dunes are present on the peninsula except a few isolated places where small-scale restorations have occurred conducted by Homeowner Associations

## **11-D Dune Priorities**

Galveston County has identified priority projects for dune restoration / re-vegetation and has submitted various grant applications and public assistance claims to FEMA to help implement these projects

Priorities-

- 1 Protection of the lives of Galveston County residents and visitors through the development of a healthy dune system by reducing the impacts of tidal surge
- 2 Protection of existing public infrastructure including State Highway 87, the only evacuation route for the Bolivar Peninsula by increasing the width of the beach and dune system on the Bolivar peninsula
- 3 Protection of upland private property and ad valorem tax base from the effects of storm and tidal surge benefitting citizens, school districts and many other public service entities.

## **11-E Goals, Implementation, and Funding Sources Issues**

Galveston County will continue to seek funding for dune restoration in an effort to continue the protection of critical dune areas. A primary concern for Galveston County is the issue of Coastal Barrier Resource Act (CBRA) Units located on the peninsula. Federal laws prohibit the use of federal funds within CBRA units that could promote or lead to development and the increase of potential at-risk populations. Federal funding offers the greatest potential for development of large-scale dune restoration projects, but it also carries the greatest restrictions in their use.

### **11-E-1 Short Term Goals**

Include filling gaps and blow-outs in the existing dune system using naturally occurring sargassum to supplement the vegetation growth process. Gaps should be filled to match existing dune dimensions; areas that would benefit from the implementation of this short term goal include the beachfront from the eastern Galveston / Chambers County line westward to Rollover Pass. Prioritization of this area was based on the rate of erosion, previous land loss, and the close proximity of daily high tides to the highway 87 / highway 124 evacuation route connection that serves the entire peninsula. Medium priority areas include Rollover Pass west to the Caplan area. However, it is believed the closure of Rollover Pass will result in at least a 50% reduction in the rate of erosion within this area. The beach and dune system west of the Caplan area is largely stable and going west becomes rapidly accretional.

### **11-E-2 Long Term Goals**

Include.

- The establishment of a continuous line of dunes along the length of the Bolivar peninsula that could provide a first level of storm damage protection, and increase the available evacuation window allowing more time for residents to evacuate inland
- An ideal dune configuration would include a minimum height of 10ft and a minimum base width of 100ft measured perpendicular to the gulf beach, having a vegetative cover of at least 75%
- A recommendation that large scale dune restoration projects be designed to meet U S Army Corp of Engineer standards as defined in Chapter 4 of the Coastal Engineering Manual (USACE, 2008)
- Elevation and potential re-alignment of selected beach access roads to reduce storm surge

- Pending completion of the FEMA flood mapping project and final approval of the new maps, it is recommended that restored dune heights exceed 75% of the average height of the BFE along Bolivar peninsula

**11-E-3 Potential Funding Sources for dune restoration and re-vegetation:**

- NOAA Programs and Grants, in non-CBRA areas
- GOMESA Program through BOEMR, in non-CBRA areas
- GLO Program and Grants
- Coastal Erosion Planning and Response Act (CEPRA)
- Coastal Impact Assistance Program (CIAP) in non-CBRA areas
- Coastal Management Program (CMP), in non-CBRA areas
- Beach Maintenance Reimbursement Fund (supplemental only)
- Coastal and Estuarine Land Conservation Program (CELCP), in non-CBRA areas
- Galveston County Capital Improvement Program
- Local Beach User Fees
- Private funds / Homeowner Associations (HOAs) contributions

Galveston County continues to encourage private participation in dune restoration and re-vegetation projects that are consistent with State and County guidelines

## **12. -Criteria for Voluntary Acquisition of Property Seaward of the Building Setback Line.**

---

Texas Administrative Code

Criteria for voluntary acquisition of property seaward of the building setback line The local government may develop criteria for identifying properties with structures located entirely seaward of the building set-back line, providing for voluntary acquisition of fee simple title or a lesser interest in such properties, and procedures for prioritizing properties to be acquired

(b) Local governments must use historical erosion data and other relevant data from the State Coastal Erosion Response Plan in the preparation of local erosion response plans The State Coastal Erosion Response Plan may be found at

[http //www.glo.state.tx.us/coastal/pubs.html#reports](http://www.glo.state.tx.us/coastal/pubs.html#reports)

(c) The local government must hold a public educational meeting on the ERP before implementation The meeting may be held in conjunction with the formal hearing required for establishment of a new DPL, as outlined in §15 3(i) of this title (relating to Provisions for Public Hearings on Dune Protection Lines) If held separately from the hearing on a new DPL, the meeting must be advertised in the same manner outlined in §15 3(i) of this title

(d) The ERP must be submitted to the General Land Office for review and approval as a dune protection and beach access plan amendment following the procedures outlined in §15 3(o) of this title (relating to Submission of Local Government Plans to the General Land Office)

---

### **12-A Criteria**

Used to determine potential acquisition properties include:

- Proximity to the beach, and a structure this is entirely seaward of the building setback line
- Is a hindrance to public beach access
- Potential use for a public purpose
- Properties bordering an existing public right of way the slough (to create a maintenance easement)
- Negatively affects hydrology as determined by a registered professional geologist/engineer licensed in the State of Texas
- If the structure is determined to be a hazard to health and safety
- If the structure is causing erosion or negative impacts to adjacent as determined by a registered professional geologist or engineer licensed in the State of Texas.

### **12-B Properties**

Properties to be acquired are prioritized based on the individual situation of each structure, considering the severity and amount of the above criteria met Galveston County may implement a removal strategy on the most critical or highest ranked structure Strategies for acquisition will include

- Identification of potential property or structure
- Ranking of respective property or structure
- Availability of acquisition / demolition / removal-disposal funding
- Acquisition negotiation with property owner
- Successful execution of sales agreement
- Removal or relocation of structure (if necessary)

## **12-C Outreach**

Development of the draft plan began in April 2011, and is continuing with the required timeline set forth by the GLO for draft and final plan submittal. Contracts with subject matter experts were approved by Commissioners Court in May 2011, specifically with HDR for coastal engineering assistance and Coastal Surveying of Texas for surveying / topographic assistance. The draft erosion response plan elements and associated timeline have been discussed at the following meetings:

- Galveston County Beach Erosion Task Force (BETF) monthly meetings beginning in February 2011 – July 2012
- Participated as a resource in the early meeting of the citizens group commenting the City of Galveston draft plan
- Informational meeting with community representatives on June 1, 2011 in Crystal Beach
- Commissioners Court Workshop June 7, 2011
- Tentative Commissioners Court agenda for authorization to submit a draft plan to the GLO prior to the July 1, 2011 date.
- May 15, 2012 Galveston County Commissioners Court
- May 29, 2012 Galveston County Commissioners Court
- June 21, 2012 Public meeting in Crystal Beach, at the Eddie Barr County Annex Building
- June 26, 2012 Galveston County Commissioners Court

In addition to the meetings, the provisions of the Texas Administrative Code regarding the Erosion Response Plan has been posted on the Galveston County website at [www.co.galveston.tx.us/beacherosiontaskforce](http://www.co.galveston.tx.us/beacherosiontaskforce)

The Galveston County Beach Erosion Task Force has periodically coordinated meetings with elected officials to discuss beachfront construction regulations, specifically related to construction setbacks and building practices. Galveston County expended a great deal of time and effort drafting comments in response to the 2007 legislation regarding erosion response planning (known locally as House Bill 2819) providing comments through the BETF and elected officials and hosting numerous public meetings and two public hearing (one each on Galveston and the Bolivar Peninsula). The County's comments regarding HB 2819 were submitted to the GLO on June 11, 2008 and August 13, 2008.

### 13. References-

Gibeaut, J C , Anderson, J B , and Dellapenna, T.M , 2004, Living with geohazards on Galveston Island: a preliminary report with recommendations Prepared for and submitted to the Galveston, Texas City Council, July 2, 2004, 12 p

Gibeaut, J C , and Caudle, T L 2009 Defining and Mapping Foredunes, the Line of Vegetation, and Shorelines along the Texas Gulf Coast, Harte Research Institute for Gulf of Mexico Studies and Bureau of Economic Geology, p 10

Gibeaut, J C., Gutiérrez, R., and Hepner, T 2002 Threshold conditions for episodic beach erosion along the southeast Texas coast Gulf Coast Association of Geological Societies Transactions, v 52, p 323-335

Gibeaut, J C , Hepner, T , Waldinger, R L , Andrews, J.R , Smyth, R C , and Gutiérrez, R. 2003 Geotextile tubes along the upper Texas Gulf coast May 2000 to March 2003: The University of Texas at Austin, Bureau of Economic Geology, final report prepared for Texas Coastal Coordination Council pursuant to National Oceanic and Atmospheric Administration Award No NA07OZ0134, under GLO contract number 02-493 R, 37 p + apps

King, D B 2007 Wave and Beach Processes Modeling for Sabine Pass to Galveston Bay, Texas, Shoreline Erosion Feasibility Study ERDC/CHL TR-07-6. Vicksburg, MS U.S Army Engineer Research and Development Center, Coastal and Hydraulics Laboratory

McKenna, K.K. 2009. Texas Coastwide Erosion Response Plan Final Report to the Texas General Land Office, GLO Contract No 06-076-000, 86 p plus appendices

Nueces County 2010 Nueces County Beach Management Plan [http //www co nueces tx us/pw/pdf/beachmanagement pdf.](http://www.co.nueces.tx.us/pw/pdf/beachmanagement.pdf)

AGENDA

ITEM

#19d

## Robertson, Elizabeth

---

**From:** Robertson, Elizabeth  
**Sent:** Monday, June 18, 2012 1 06 PM  
**To:** agenda  
**Cc:** Fitzgerald, Mike  
**Subject:** June 26, 2012 Agenda

Please place the following on the June 26<sup>th</sup> agenda

“Consideration of application from John B Smith Jr and Joy M Smith to convey a portions of Lots 225, 226, 227 & 228, Emerald Beach on Bolivar Peninsula 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  
22 Moody  
Galveston TX 77550  
409 770 5399  
409 770 5557 fax

19d

**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 John B Smith, Jr and Joy M Smith and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of the South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH in Galveston County, Texas, recorded in Plat Record 7, Map No 15, 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, Petitioners 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 South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH attached hereto as EXHIBIT "A" and EXHIBIT "B"

- 1 Only of the South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH are to be involved in these conveyances Petitioners are the sole owner of said of the South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH
- 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 John B Smith, Jr and Joy M Smith, Petitioners herein
- 3 Petitioners are 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 petitioners 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, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of the South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH all as per the survey plat and metes and bounds property description shown in EXHIBIT "A" and EXHIBIT "B", attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 11<sup>th</sup> day of June 2012

John B. Smith, Jr  
John B Smith, Jr  
9723 South Kensington Dr  
Houston, TX 77031

Joy M Smith  
Joy M Smith  
9723 South Kensington Dr  
Houston, TX 77031

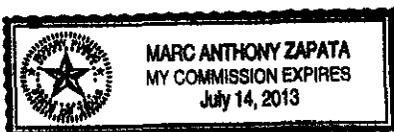
THE STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority on this day personally appeared Petitioners John B Smith, Jr and Joy M Smith to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 11<sup>th</sup> day of June, 2012

Marc Anthony Zapata  
Notary Public-State of Texas

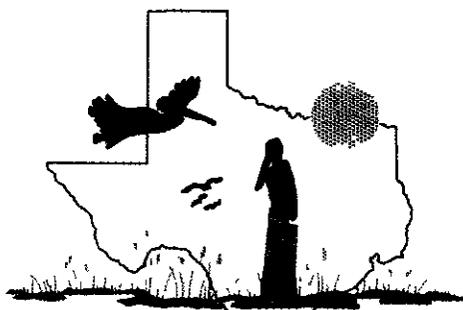


APPROVED

BY *Kenneth Clark* 6/26/12  
~~MARK HENRY~~ Kenneth Clark Date  
Acting County Judge

ATTEST

DWIGHT SULLIVAN  
County Clerk  
By: *Brandy Chapman* Deputy  
Brandy Chapman



**COASTAL SURVEYING OF TEXAS, INC.**

GALVESTON OFFICE  
8017 HARBORSIDE DRIVE  
P O BOX 877 (mailing)  
GALVESTON, TX 77553  
ph (409) 740-1517 fx (409) 740-0377

CRYSTAL BEACH OFFICE  
975 LAZY LANE WEST  
P O BOX 2742 (mailing)  
CRYSTAL BEACH, TX 77850  
ph (409) 684-8400 fx (409) 684-6112

WWW.SURVEYGALVESTON.COM

Exhibit "A"

TRACT 226-A

Being the South 1/2 of Lot 225 and part of Lot 226 of **EMERALD BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 7, Map No 15, of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows

COMMENCING at the Northeast corner of Lot 225 of said EMERALD BEACH,

THENCE South 34°00' East, along the West line of Holiday Drive, a distance of 25 00 feet to the PLACE OF BEGINNING,

THENCE continuing, South 34°00' East, along the said West line of Holiday Drive, a distance of 49.00 feet,

THENCE South 56°00' West, a distance of 55 00 feet,

THENCE South 34°00' East, a distance of 2 00 feet;

THENCE South 56°00' West, a distance of 55 00 feet to the West line of said Lot 226,

THENCE North 34°00' West, a distance of 51.00 feet;

THENCE North 56°00' East, a distance of 110 feet to the PLACE OF BEGINNING, containing 5500 sq ft, more or less,

TRACT 227-A

Being part of Lot 226, all of Lot 227 and 228, of **EMERALD BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 7, Map No 15, of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows

COMMENCING at the Northeast corner of Lot 225 of said EMERALD BEACH,

THENCE South 34°00' East, along the West line of Holiday Drive, a 50 foot right-of-way, a distance of 74 00 feet to the PLACE OF BEGINNING,

THENCE continuing, South 34°00' East, along the West line of said Holiday Drive, a distance of 126 00 feet,

THENCE South 56°00' West, a distance of 110 00 feet,

TEHNCE North 34°00' West, a distance of 124 00 feet,

THENCE North 56°00' East, a distance of 55 00 feet,

THENCE North 34°00' West, a distance of 2 00 feet,

THENCE North 56°00' East, a distance of 55 00 feet to a the PLACE OF BEGINNING, containing 13,750 sq ft, more or less,





**CERTIFIED COPY  
GALVESTON COUNTY COMMISSIONERS' COURT**

**RE: AGENDA ITEM NO. 19d**

Consideration of application from John B. Smith, Jr and Joy M Smith to convey portions of Lots 225, 226, 227 & 228, Emerald Beach on Bolivar Peninsula by metes & bounds without revising the plat

Motion to Approve by Commissioner Doyle, seconded by Commissioner Holmes that the above action be taken by the Court

Passed 3-0

Aye Commissioner Doyle, Commissioner Holmes, Acting County Judge Clark  
Nay (None)  
Absent: County Judge Henry, Commissioner O'Brien

**STATE OF TEXAS        §**

**COUNTY OF GALVESTON   §**

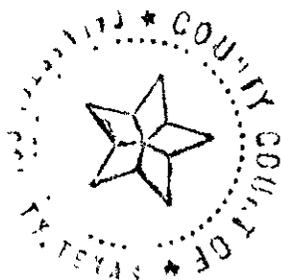
**I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas, do hereby certify that the attached is a true and correct copy of that certain:**

**RE: AGENDA ITEM NO. 19d**

as passed by the Commissioners' Court on the 26th 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 26<sup>th</sup> 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 John B Smith, Jr and Joy M Smith and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of the South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH in Galveston County, Texas, recorded in Plat Record 7, Map No 15, 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, Petitioners 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 South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH attached hereto as EXHIBIT "A" and EXHIBIT "B"

- 1 Only of the South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH are to be involved in these conveyances Petitioners are the sole owner of said of the South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH
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 John B Smith, Jr and Joy M Smith, Petitioners herein
3 Petitioners are 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 petitioners 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, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of the South one-half (1/2) Lot 225, all of Lots 226, 227 and 228 of EMERALD BEACH all as per the survey plat and metes and bounds property description shown in EXHIBIT "A" and EXHIBIT "B", attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 11th day of June 2012

John B Smith, Jr
9723 South Kensington Dr
Houston, TX 77031

Joy M Smith
9723 South Kensington Dr
Houston, TX 77031

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority on this day personally appeared Petitioners John B Smith, Jr and Joy M Smith to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 11th day of June, 2012

Marc Anthony Zapata
Notary Public-State of Texas



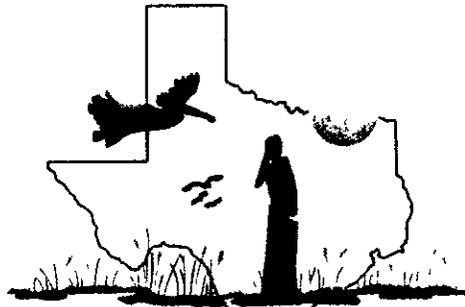
APPROVED

BY *Kenneth Clark* 6/26/12  
~~MARK HENRY~~ Kenneth Clark Date  
Acting County Judge



DWIGHT SULLIVAN  
County Clerk

By: *Brandy Chapman* Deputy  
Brandy Chapman



**COASTAL SURVEYING OF TEXAS, INC.**

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8017 HARBORSIDE DRIVE  
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CRYSTAL BEACH TX 77650  
ph (409) 684-8400 fx (409) 684-8112

WWW.SURVEYGALVESTON.COM

Exhibit "A"

TRACT 226--A

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THENCE South 56°00' West, a distance of 55 00 feet,

THENCE South 34°00' East, a distance of 2.00 feet;

THENCE South 56°00' West, a distance of 55.00 feet to the West line of said Lot 226,

THENCE North 34°00' West, a distance of 51.00 feet,

THENCE North 56°00' East, a distance of 110 feet to the PLACE OF BEGINNING, containing 5500 sq.ft, more or less;

TRACT 227--A

Being part of Lot 226, all of Lot 227 and 228, of **EMERALD BEACH**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 7, Map No. 15, of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows

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THENCE South 56°00' West, a distance of 110.00 feet,

TEHNCE North 34°00' West, a distance of 124 00 feet,

THENCE North 56°00' East, a distance of 55.00 feet,

THENCE North 34°00' West, a distance of 2 00 feet,

THENCE North 56°00' East, a distance of 55.00 feet to a the PLACE OF BEGINNING, containing 13,750 sq.ft , more or less,



**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*

2012033437

June 26, 2012 04 53 43 PM

FEE \$32 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#19e

**Robertson, Elizabeth**

---

**From:** Robertson, Elizabeth  
**Sent:** Tuesday, June 19, 2012 9:29 AM  
**To:** agenda  
**Cc:** Fitzgerald, Mike  
**Subject:** June 26, 2012 Agenda

#19e

Please place the following on the June 26<sup>th</sup> agenda

“Consideration of non-federal sponsor’s self certification of financial capability for the Clear Creek Flood Control project submitted by the County Engineer”

**Elizabeth A. Robertson**

Administrative Coordinator for Mike Fitzgerald P.E.  
County Engineer  
Galveston County  
727 Moody  
Galveston, TX 77550  
409 770 5399  
409 770 5357 fax

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, Mark Henry, do hereby certify that I am the County Judge of Galveston County (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Clear Creek, TX; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Local Cooperation Agreement Between the Department of the Army and the Harris county Flood Control District of Harris County, Texas, and Galveston County, Texas for the Clear Creek, Texas Flood control Project, as Amended.

IN WITNESS WHEREOF, I have made and executed this certification this 26<sup>th</sup> day of June, 2012

BY.

\_\_\_\_\_  
Mark Henry, County Judge

ATTEST.

\_\_\_\_\_  
Dwight Sullivan, County Clerk

## **Robertson, Elizabeth**

---

**From:** Tirpak, Sharon M SWG [sharon.tirpak@usace.army.mil]  
**Sent:** Tuesday, June 19, 2012 8:58 AM  
**To:** Fitzgerald, Mike  
**Cc:** Fitzgerald, Steve (Flood Control), Willey, Sheridan S SWG, Randolph, David (Flood Control), Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, clarkken@juno.com, Lewis, Roxann, Grady, Patricia, Cherry, Jane, Gilliam, Cindy, Mabry, Celia-Frances, Robertson, Elizabeth  
**Subject:** RE: request for Clear Creek

Mike,

I understand. Please be aware that this form does not commit Galveston County to expenditure of funds, the amended Local Cooperation Agreement (LCA) is the document that does that. This is a form that says you have the capability of paying your share - based on what is identified in the amended LCA. The sponsor percentages of the cost-share would be worked out at a later date and put into the amended LCA. Specifics of the LCA will amendment would be worked out after the General Reevaluation Report is approved. Approval is scheduled for the November/December time frame.

Sharon

-----Original Message-----

**From:** Fitzgerald, Mike [<mailto:Mike.Fitzgerald@co.galveston.tx.us>]  
**Sent:** Monday, June 18, 2012 4:13 PM  
**To:** Tirpak, Sharon M SWG  
**Cc:** Fitzgerald, Steve (Flood Control); Willey, Sheridan S SWG; Randolph, David (Flood Control); Henry, Mark; Doyle, Patrick; O'Brien, Kevin; Holmes, Stephen; Clark, Ken; [clarkken@juno.com](mailto:clarkken@juno.com); Lewis, Roxann; Grady, Patricia; Cherry, Jane; Gilliam, Cindy; Mabry, Celia-Frances; Robertson, Elizabeth  
**Subject:** FW: request for Clear Creek

Sharon, these financial capability forms may be an issue. As you know the project has completely shifted where all improvements are upstream and out of Galveston County. Most of the benefits are in Harris and Brazoria County. Even though we were a sponsor on the original project I am sure the court will want to limit its financial commitment to be in proportion to the benefits received. We have discussed informally with Harris and Brazoria county that possibly a reasonable proportion for the non federal share (excluding lands and ROW) is 25 percent Galveston county and 75 percent Harris and Brazoria County. By copy of this email I will ask for guidance from the commissioners court. We may need to workshop this matter before a decision is made concerning these financial forms.

-----Original Message-----

**From:** Tirpak, Sharon M SWG [<mailto:sharon.tirpak@usace.army.mil>]  
**Sent:** Monday, June 18, 2012 3:27 PM  
**To:** Randolph, David (Flood Control); Fitzgerald, Mike  
**Cc:** Fitzgerald, Steve (Flood Control); Tirpak, Sharon M SWG; Heinly, Robert W SWG; Willey, Sheridan S SWG  
**Subject:** request for Clear Creek

David, Mike,

We need a Sponsor's signed letter indicating support of the recommended plan and the non-Federal Sponsor's Self-Certification of Financial Capability for Agreements (see attached). These are supposed to be part of our review package submittal which is going to SWD today.

So these will be a little late - which is OK. However, I need them as soon as you can send me something. An electronic version is good, followed up by the hard copy.

Let me know if you have any questions.

Thanks,  
Sharon

Sharon Manzella Tirpak  
Project Manager/Marine Biologist  
USACE Galveston District  
P.O. Box 1229  
Galveston, TX 77553

ph: 409-766-3136

fax: 409-766-3064

e-mail: [sharon.tirpak@usace.army.mil](mailto:sharon.tirpak@usace.army.mil)

AGENDA

ITEM

#20a

On this the 26<sup>th</sup> 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 absent**  
**Patrick F. Doyle, Commissioner, Precinct No. 1**  
**Kevin D. O'Brien, Commissioner, Precinct No. 2 absent**  
**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

**An Order Granting Various Residence Homestead Exemptions From the 2012 Tax Levy Pursuant to V.T.C.A., Tax Code §11.13 and §11.131.**

**Whereas**, V T C A , Tax Code §11 13 and §11 131 provides for the granting of various residence homestead exemptions Through the years the Commissioners' Court of Galveston County has granted such exemptions, and

**Whereas**, the Court desires to continue to provide for such exemptions

**It is Therefore Ordered** that the Commissioners' Court hereby exempts from its 2012 Tax Levy the first Sixty Thousand (\$60,000 00) Dollars of the assessed value of residence homestead of persons, married or unmarried, including those living alone, who are under disability for purposes of payment of disability insurance benefits under Federal Old Age, Survivors and Disability Insurance or its successor, as provided in Article 8, §1-b (b), Constitution of the State of Texas

**It is Further Ordered** that the Commissioners' Court hereby exempts from such ad valorem taxes the first Sixty Thousand (\$60,000 00) Dollars of the assessed value of residence homestead of persons, married or unmarried, including those living alone who are sixty-five years of age or older, as provided in Article 8, §1-b(b), Constitution of the State of Texas.

**It is Further Ordered** that as provided in Article 8, §1-b(f) Constitution of the State of Texas and V T C A , Tax Code §11 13(q), the surviving spouse of an individual who received an exemption under §1-b(b) for the residence homestead of a person sixty-five (65) years of age or older is entitled to an exemption for the same property in an amount equal to that of the exemption for which the deceased spouse qualified if the deceased spouse died in a year in which the deceased

spouse qualified for the exemption, the surviving spouse was fifty-five (55) years of age or older when the deceased spouse died, and the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse. A person who receives an exemption under §1-b(b), Constitution of the State of Texas, is not entitled to an exemption under this paragraph. Also, an individual who receives an exemption under V T C A , Tax Code 11 13(d) is not entitled to an exemption under V T C A , §11 13(q)

**It is Further Ordered** that as provided in Article 8, §1-b(b) Constitution of the State of Texas and V T C A , Tax Code §11 13(h), an eligible disabled person who is sixty-five (65) years of age or older may not receive both the "disability" and the "over sixty-five" exemptions as immediately set forth above but may choose either the "disability" exemption or the "over sixty-five" exemption as his residence homestead exemption. Joint, community or successive owners may not each receive the same exemption for the same residence homestead in the same year. In addition, a person may not receive an exemption under V T C A , Tax Code §11 13(h) for more than one residence homestead in the same year.

**It is Further Ordered** that as provided in V T C A , Tax Code §11 13(l) a qualified residential structure does not lose its character as a residence homestead when the owner who qualifies for the exemption temporarily stops occupying it as a principal residence if the owner otherwise complies with the conditions set forth in this section.

**It is Further Ordered** that Galveston County hereby exempts the first Three Thousand (\$3,000.00) Dollars of the assessed value on the residential homestead from its Farm to Market Lateral Road and Flood Tax Levy as provided in Article 8, §1-a of the Constitution of the State of Texas. As provided for in V T C A , Tax Code §11 13(g), an individual may not receive the "Farm to Market" exemption in addition to the "over sixty-five" or "disability" exemption but is entitled to take only the "over sixty-five" or "disability" exemption.

**It is Further Ordered** that in addition to all other applicable exemptions that Galveston County hereby exempts from all its ad valorem taxes the greater of \$5,000.00 or twenty percent (20%) of the assessed value of the residence homestead of a married or unmarried adult, including one living alone, as provided in Article 8, §1-b(e), Constitution of the State of Texas and V T C A , Tax Code §11 13(n).

**It is Further Ordered** that pursuant to Tax Code §11 131 a disabled veteran who receives from the United States Department of Veterans Affairs or its successor 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or of individual unemployability is entitled to an exemption from taxation of the total appraised value of the veteran's residence homestead.

**It is Further Ordered** that the surviving spouse of a disabled veteran who qualified for an exemption under the guidelines adopted in the preceding paragraph when the disabled veteran died

is entitled to an exemption from taxation of the total appraised value of the same property to which to disabled veteran's exemption applied if

- (1) the surviving spouse has not remarried since the death of the disabled veteran, and
- (2) the property
  - (a) was the residence homestead of the surviving spouse when the disabled veteran died, and
  - (b) remains the residence homestead of the surviving spouse

**It is Further Ordered** that if a surviving spouse who qualifies for an exemption under the immediately preceding paragraph subsequently qualifies a different property as the surviving spouse's residence homestead, the surviving spouse is entitled to an exemption from taxation of the subsequently qualified homestead in an amount equal to the dollar amount of the exemption from taxation of the former homestead under the immediately preceding paragraph in the last year in which the surviving spouse received an exemption under that subsection for that homestead if the surviving spouse has not remarried since the death of the disabled veteran. The surviving spouse is entitled to receive from the chief appraiser of the appraisal district in which the former residence homestead was located a written certificate providing the information necessary to determine the amount of the exemption to which the surviving spouse is entitled on the subsequently qualified homestead.

**Upon Motion Duly Made and Seconded**, the above foregoing Orders are hereby passed by Commissioners' Court meeting of this the 26<sup>th</sup> day of June, 2012

County of Galveston



~~Mark A. Henry~~ Kenneth Clark

Acting County Judge



**Dwight D. Sullivan,**

County Clerk

By: Brandy Chapman Deputy

depts\comm\res\out\residential homestead exemption 2012

Filed in Tax Levy Residence Homestead Exemption

AGENDA

ITEM

#20b

On this the 26<sup>th</sup> 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 absent**  
**Patrick F. Doyle, Commissioner, Precinct No. 1**  
**Kevin D. O'Brien, Commissioner, Precinct No. 2 absent**  
**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

**An Order Authorizing the Split Payment of 2012 Ad-Valorem Taxes Pursuant to V.T.C.A., Tax Code §31.03.**

**Whereas**, V T C A , Tax Code §31 03 (a) provides that the governing body of a taxing unit that collects its own taxes may provide that a person who pays one-half of the unit's taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year, and

**Whereas**, V T C A §31 03 (b) provides that the split-payment option, if adopted, applies to taxes for all units for which the adopting unit collects taxes, and

**Whereas**, attached to this Order is a list of other taxing entities for which Galveston County currently collects ad-valorem taxes, and

**Whereas**, V T C A §31 03 (d) provides that the governing body of a taxing unit that has its taxes collected by another taxing unit that has adopted the split-payment option under §31 03 (a) may provide, in the manner required by law for official action by the body, that the split-payment option does not apply to the taxing unit's taxes collected by the other taxing unit, and

**Whereas**, it is the desire of the Commissioners' Court to provide for this split pay option for Galveston County and Galveston County Road and Flood

**Now, Therefore Be it Ordered** that the **Commissioners' Court**, for and on behalf of Galveston County, Galveston County Road and Flood and all other taxing units for which Galveston County collects taxes hereby adopts the split pay provisions of V T C A , Tax Code

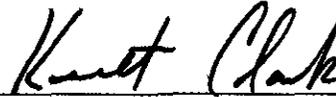
§31 03 (a) and (b) on the collection of 2012 Ad Valorem Taxes

**Be it Further Ordered** that copies of this Order be sent to each taxing entity for which Galveston County collects taxes in order to enable them to make a determination as to whether the split-payment option also applies to their entity

**Be it Further Requested** that to help enable the **Galveston County Tax Office** to properly prepare tax statements for each entity for which Galveston County collects ad-valorem taxes that any entity that makes a determination that the split-payment option does not apply to it notify the **Hon. Cheryl E. Johnson** of such decision by no later than August 1, 2012

**Upon Motion Duly Made and Seconded**, the above foregoing Orders are hereby passed by Commissioners' Court meeting of this the 26<sup>th</sup> day of June, 2012

County of Galveston



~~Mark A. Henry~~ Kenneth Clark

Acting County Judge



\_\_\_\_\_  
**Dwight D. Sullivan,**

County Clerk

By: Brandy Chapman Deputy

depts\commct\Resolut\Split payment taxes 2012  
Filed in both Tax Assessor Split Payments and  
Taxes Split Payment

## Customers of the Galveston County Tax Office

Galveston County & Galveston County Road & Flood

Dickinson Independent School District

Galveston Independent School District

High Island Independent School District

Hitchcock Independent School District

La Marque Independent School District

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

Crystal Beach (delinquent taxes)

Drainage District No 1

Drainage District No 2

Emergency Services District No 1

Galveston College

College of the Mainland

MUD District #1

Bacliff MUD No 4

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

Road District #1 (delinquent taxes)

State (delinquent taxes)

AGENDA

ITEM

#20c

**CONFLICT OF INTEREST AFFIDAVIT**

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is \_\_\_\_\_

**BUSINESS ENTITY CONFLICT**

\* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons (Check all which are applicable.)

- (  ) Ownership of 10% or more of the voting stock or shares of the business entity
- (  ) Ownership of 10% or more of the fair market value of the business entity.
- (  ) Ownership of \$15,000. or more of the fair market value of the business entity.
- (    ) Funds received from the business entity exceed 10% of \_\_\_\_\_ gross income for the previous year  
\*\*
- (    ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

\* \_\_\_\_\_ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable )

\*\*\*

( ) Real property is involved and \_\_\_\_\_ have an equitable or legal ownership with a fair market value of at least \$2,500

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 20 C, D, E dated June 26th 2012 (Fill in if applicable)

*[Handwritten signature of Patrick F. Doyle]*

Signature of Official

County Commissioner, Precinct 1

Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 26th day of June, 2012

DWIGHT D. SULLIVAN, County Clerk  
Galveston County, Texas

By Brandy Chapman  
Brandy Chapman Deputy



\* S (P or name of relative or relationship)  
\*\* (my, his, her)  
\*\*\* (I, he, she)

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

· KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF GALVESTON

**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.**

That, GALVESTON COUNTY, a Political Subdivision of the State of Texas, of the County of Galveston and State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration to the undersigned paid by Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto AARON PLAUNTY, of 5880 Lexington Circle  
Lumberton, TX 77657, all of the following described real property in Galveston County, Texas, to-wit.

**See Exhibit "A" attached hereto and made a part hereof.**

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time. Any and all restrictions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in GALVESTON County, Texas, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said AARON PLAUNTY, his heirs, executors and administrators, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said AARON PLAUNTY, his heirs, executors and administrators, against

{00160036 DOC}  
THIS DOCUMENT PREPARED  
FROM INFORMATION FURNISHED  
THIS OFFICER AND IS NOT BASED  
UPON A TITLE SEARCH AS NONE WAS MADE

every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise

EXECUTED this 26th day of June, 2012

GALVESTON COUNTY,  
a Political Subdivision of the State of Texas

BY: *Kenneth Clark*

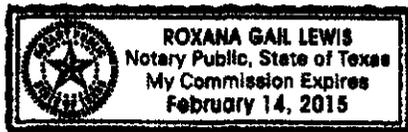
Kenneth Clark

ITS: Acting County Judge

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 26<sup>th</sup> day of June, 2012, by Kenneth Clark, Acting County Judge of GALVESTON COUNTY, a Political Subdivision of the State of Texas, and in the capacity therein stated and as act and deed of said entity

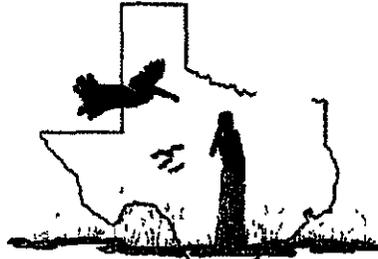


*Roxana G. Lewis*  
NOTARY PUBLIC, State of Texas

SLT-LC-PLAUNTY-DEED-kl

{00160036 DOC}

THIS DOCUMENT PREPARED  
FROM INFORMATION FURNISHED  
THIS OFFICER AND IS NOT BASED  
UPON A TITLE SEARCH AS NONE WAS MADE



**COASTAL SURVEYING OF TEXAS, INC.**

**GALVESTON OFFICE**  
8017 HARBORSIDE DRIVE  
P.O. BOX 877 (mailing)  
GALVESTON, TX 77553  
ph (409) 740-1917 fr (409) 740-0377

**CRYSTAL BEACH OFFICE**  
978 LAZY LANE WEST  
P.O. BOX 2042 (mailing)  
CRYSTAL BEACH, TX 77508  
ph (409) 494-8403 fr (409) 494-6112

[WWW.SURVEYINGGALVESTON.COM](http://WWW.SURVEYINGGALVESTON.COM)

**EXHIBIT A**  
**North 15' Lot 122**

Being the North 15 feet of Lot 122 of Blue Water Addition No. 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254A, Page 74 and transferred to Plat Record 11, Map No. 67, both of the Map Records of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at the Southwest corner of Lot 121 of said Blue Water Addition No. 1, and the Northwest corner of the West  $\frac{1}{2}$  of said Lots 122 and 123 as conveyed to Galveston County as recorded in County Clerk File Number (CCFN) 2011008534 Galveston County Deed Records (GCDR), said point being in the East line of East Road;

**THENCE** N 55°15'05" E, along the South line of said Lot 121 and the North line of said Lot 122, a distance of 181.38 feet to the Northeast corner of the East  $\frac{1}{4}$  of said Lots 122 and 123 as conveyed to Galveston County as recorded in CCFN 2011008533 GCDR and said point being the Southeast corner of said Lot 121;

**THENCE** S 36°19'55" E, along the East line of said Lot 122, a distance of 15.01 feet;

**THENCE** S 55°15'05" W, parallel to the said South line of said Lot 121, a distance of 181.80 feet to the East line of said East Road;

**THENCE** N 34°44'55" W, along the East line of East Road and the West line of said Lot 122, a distance of 15.00 feet to the **POINT OF BEGINNING** having an area of 2424 Square Feet, 0.056 Acres.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*

2012 Jun 28 12 58 PM Fee \$ 24 00

**2012034008**

DWIGHT D SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY TEXAS

AGENDA

ITEM

#20d

**CONFLICT OF INTEREST AFFIDAVIT**

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is \_\_\_\_\_

**BUSINESS ENTITY CONFLICT**

\* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons: (Check all which are applicable.)

- (  ) Ownership of 10% or more of the voting stock or shares of the business entity.
- (  ) Ownership of 10% or more of the fair market value of the business entity.
- (  ) Ownership of \$15,000. or more of the fair market value of the business entity.
- ( ) Funds received from the business entity exceed 10% of \_\_\_\_\_ gross income for the previous year. \*\*
- ( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

\* \_\_\_\_\_ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

\*\*\*

- ( ) Real property is involved and \_\_\_\_\_ have an equitable or legal ownership with a fair market value of at least \$2,500.
- ( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 20 C, D, E dated June 26th, 2012  
(Fill in if applicable.)

*[Handwritten signature]*

Signature of Official

County Commissioner, Precinct 1

Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 26th day of June, 2012

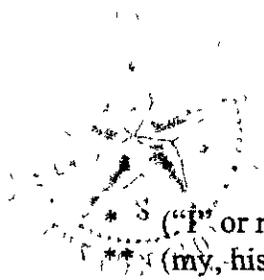
DWIGHT D. SULLIVAN, County Clerk  
Galveston County, Texas

By: Brandy Chapman  
Brandy Chapman Deputy

\* S ("I" or name of relative or relationship)

\*\* (my, his, her)

\*\*\* (I, he, she)



## LEASE AND MAINTENANCE AGREEMENT

THE STATE OF TEXAS

COUNTY OF GALVESTON

Effective Date 6-28-12

THIS AGREEMENT is made and entered into on the effective date as noted hereon by and between the **County of Galveston Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County" and **Aaron Plaunty** hereinafter referred to as "Maintainer."

### NON - EXCLUSIVE RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Maintainer, at Maintainer's sole expense, use and maintenance, hereinafter called "maintenance," of southernmost 35' of Lot 122 and Lots 123, 124, 125, and 126 Blue Water Addition #1, a subdivision in the J. Shaw Survey, Abstract No 179, Galveston County, Texas, hereinafter called the "Property," Maintainer shall not construct or place permanent structures, fences, signs, fixtures, improvements whatsoever on the Property. This is not intended to include overnight parking, picnic tables, party tents or any other non-permanent structures or uses. Maintainer's rights and responsibilities listed herein are to terminate at the northern most extent of the public beach, as described in the Natural Resources Code (NRC) – Public Domain, Beaches and Dunes, Chapter 61: Use and Maintenance of Public Beaches

### CONSIDERATION FOR LIMITED USE

1. In consideration for such permission and authorization, Maintainer will exercise due diligence in protecting the Property against damage from causes other than flooding, and will properly maintain the Property and mow the grass on the Property with sufficient frequency to prevent said grass from attaining a height in excess of ten (10) inches. Maintainer shall ensure that the Property is maintained in a manner that does not create an unsanitary condition likely to attract or harbor rodents, vermin, or disease carrying pests. Maintainer shall prevent the accumulation of trash, refuse, garbage, litter, waste, or junk upon the Property, and shall promptly remove from the Property, at Maintainer's sole cost, all trash, refuse, garbage, litter, waste, and junk of any type whatsoever, whether deposited or placed on the Property by Maintainer or others, whether known or unknown to Maintainer. Should the County, at any time determine that the Property has not been maintained properly, the County may notify Maintainer of the needed maintenance. If the problem is not corrected within sixty (60) days of such notice, the County and/or its contractors may perform such maintenance as would be reasonable and necessary to obtain the objectives of this provision and at a reasonable and customary cost. Maintainer shall pay all fair and reasonable costs of any such maintenance and/or removal. In addition, if the Maintainer fails to meet the requirements of this paragraph, the County of Galveston may revoke this lease and maintenance agreement by written notice to Maintainer.
2. Maintainer shall not place any permanent structure, fence, sign, fixture, improvement, or other permanent tangible item on the Property without the prior express written permission of the County, nor in violation of FEMA guidelines, rules, and regulations, when applicable. Maintainer shall not construct any fences or other obstructions in the floodway and fences constructed outside the floodway must be designed to trap a minimum amount of debris.

## COMPLIANCE AND STANDARDS

Maintainer shall comply with all state, federal, (including, but not limited to, FEMA guidelines, rules, and regulations, when applicable), and local rules, regulations, ordinances, and statutes applicable to Maintainer's use of the Property and shall perform maintenance hereunder in a good and workmanlike manner

## TERM

The term of this Agreement shall be for the life of the Structure to be built on Lots 121 and the northernmost 15' of Lot 122, Blue Water Addition #1, a subdivision in the J Shaw Survey, Abstract No 179, Galveston County, Texas (regardless of owner of said structure) commencing on the effective date noted hereon and continuing thereafter until the structure built on Lots 121 and the northern most 15' of Lot 122, Blue Water Addition #1, a subdivision in the J. Shaw Survey, Abstract No 179, Galveston County, Texas can no longer be repaired or rebuilt as a habitable structure

## RESPONSIBILITY FOR EXPENSES

Maintainer shall, at Maintainer's sole cost and expense, pay all necessary expenses incident to Maintainer's use and maintenance of the Property.

## DISCLAIMER OF WARRANTY

- 1 The County makes no warranties to Maintainer in regard to its title to or interest in the Property. The County will (at the beginning of this agreement, but not later than 120 days from the effective date hereof) bring the subject lots to a level grade consistent with the surrounding terrain and consistent with County and FEMA open space requirements for all other lots in the County's buyout program. This leveling will be done one time. After this initial leveling of the lots, Maintainer will inspect the property and determine whether the subject lots are satisfactorily maintainable. After that inspection and determination, the County will have no further obligation to make any further repairs, alterations, or additions thereto
2. Maintainer will exercise all reasonable care and caution while carrying out the maintenance activities under this Agreement.
- 3 THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS ARE NOT AND SHALL NOT BE RESPONSIBLE FOR DAMAGES TO PROPERTY OR INJURIES TO OR DEATH OF PERSONS ARISING FROM OR INCIDENT TO THE USE OR OCCUPATION OF THE PROPERTY, OR FOR DAMAGES TO THE PROPERTY OR IMPROVEMENTS OF MAINTAINER LOCATED ON THE PROPERTY, AND/OR FOR INJURIES TO THE PERSON OF MAINTAINER (IF AN INDIVIDUAL) OR DEATH OF MAINTAINER (IF AN INDIVIDUAL) OR FOR DAMAGES TO THE PROPERTY, OR INJURIES TO OR THE DEATH OF THE PERSON OF MAINTAINER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES, OR OTHERS WHO MAY BE ON THE PROPERTY AT THEIR INVITATION OR THE INVITATION OF ANY ONE OF THEM.

## NOTICES

Any notice required or permitted to be given by the County to Maintainer hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: 5880 Lexington Cir , Lumberton, TX 77657-5955.

Any notice required or permitted to be given by Maintainer to the County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: Galveston County Legal, 722 Moody 5th FL, Galveston, TX 77550.

Such notices will be considered exercised and completed upon their deposit in the United States mail as aforesaid. Each party may, from time to time, change its respective address for notices hereunder by specifying any other address in the State of Texas and giving at least fifteen (15) days prior written notice of such change to the other party

## NON-EMPLOYEE OR AGENT

It is understood that Maintainer, in performing the services under this Agreement, does not do so as an employee, servant, agent, representative, or official of the County.

It is agreed that the County and the County's personnel shall not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of Maintainer. It is also agreed that Maintainer and Maintainer's personnel shall not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the County

Nothing herein shall be construed as creating any liability on the part of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

## SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the County and Maintainer and their respective successors, assigns, executors, administrators, officers, directors, employees and any and other legal or personal representatives. This Agreement shall run concurrent with the ownership of lots 121 and Maintainer's portion of lot 122 (northern most 15'). Maintainer shall have the right to assign this Agreement and any of Maintainer's rights or obligations hereunder along with any sale or transfer of the ownership of said lots 121 and Maintainer's portion of lot 122 (northern most 15')

## INSURANCE

During the term of this Agreement, Maintainer will maintain general liability insurance on the Property in amounts not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for injuries or death to any one person and not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for injuries or death to more than one person and not less than One Hundred Thousand and No/100 Dollars (\$100,000 00) for an injury to or destruction of property in any one accident or occurrence, or in the amounts of the County's maximum limitations of liability under the Texas Tort Claims Act, as amended, whichever amounts shall be greater. Maintainer shall deliver a copy of each such insurance policy to the Galveston County Legal Department, as well as a certificate of insurance as proof of said insurance in a form satisfactory to the County upon the commencement of construction of the structure on lots 121 and Maintainer's portion of lot 122. Not later than thirty (30) days after the expiration date of each

policy, Maintainer shall furnish a copy of a renewal insurance policy to the County, as well as a certificate of insurance as proof of said insurance in a form satisfactory to the County

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto. Any dispute concerning the interpretation of this Agreement, or a question of fact arising hereunder, which is not disposed of by this Agreement, shall be decided by mutual agreement of the parties hereto and if not, by a mutually agreed mediation facility.

EXECUTED in DUPLICATE originals on June 28, 2012

GALVESTON COUNTY

By KENNETH CLARK  
COUNTY OFFICIAL NAME IN ALL CAPS

Kent Clark  
Signature

MAINTAINER

Aaron Plaunty  
MAINTAINERS NAME IN ALL CAPS

[Signature] 6-28-12  
Signature

AGENDA

ITEM

#20e

**CONFLICT OF INTEREST AFFIDAVIT**

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is \_\_\_\_\_

**BUSINESS ENTITY CONFLICT**

\* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons: (Check all which are applicable.)

- (  ) Ownership of 10% or more of the voting stock or shares of the business entity
- (  ) Ownership of 10% or more of the fair market value of the business entity
- (  ) Ownership of \$15,000 or more of the fair market value of the business entity. \*\*
- (  ) Funds received from the business entity exceed 10% of \_\_\_\_\_ gross income for the previous year.
- (  ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

\* \_\_\_\_\_ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

\*\*\*

- ( ) Real property is involved and \_\_\_\_\_ have an equitable or legal ownership with a fair market value of at least \$2,500.
- ( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 20 C, D, E dated June 26th 2012 (Fill in if applicable.)

*(Handwritten signature of Patrick F. Doyle)*

Signature of Official

County Commissioner, Precinct 1

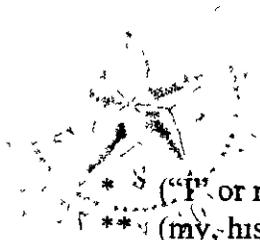
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 26th day of June, 2012

DWIGHT D. SULLIVAN, County Clerk  
Galveston County, Texas

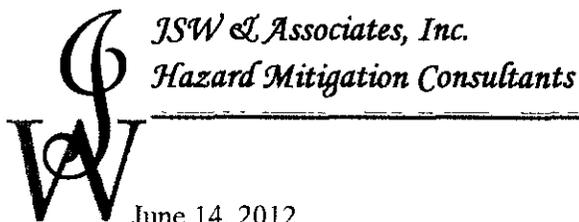
By: Brandy Chapman  
Brandy Chapman Deputy



\* (or name of relative or relationship)

\*\* (my, his, her)

\*\*\* (I, he, she)



*JSW & Associates, Inc.*  
*Hazard Mitigation Consultants*

14401 Bookcliff Ct.  
Purcellville, VA 20132

(W) 540-668-6945 (F) 866-635-6582  
jward@rstarmail.com

June 14, 2012

Honorable Mark A Henry, County Judge  
Honorable County Commissioners  
Galveston County Court House  
722 Moody, 1<sup>st</sup> Floor  
Galveston, TX 775560

Lot 122 Blue Water Addition #1, a subdivision in the J Shaw Survey, Abstract No 179, Galveston County, Texas

Gentlemen

During the acquisition of 818 East Rd and 820 East , in Galveston County TX, as part of the FEMA funded buyout program, the County was to acquire Lots 124, 125, and 126 Blue Water Addition #1 (lots that were valued and were adjacent to Lots 122 and 123) The original owner of lots 124, 125, and 126, after closing with the County on Lots 122 and 123 sold lots 124, 125, and 126 to a new owner This new owner also purchased from this owner, Lot 121 The new owner then obtained a permit to build a home on Lot 124 When it was discovered that lots 124, 125, and 126 were buyout lots, the new owner was contacted and agreed to deed the lots back to the County if he could move his house planned for Lot 124 to Lot 121 The problem that arose was Lot 121 was about 15' too small to fit the house that was designed, engineered, planned, and permitted for Lot 124 After consulting with the Grant Administrator (TDEM) it was verbally agreed that, to resolve this issue, the County could deed 15' from Lot 122 to the new owner so the house would fit The caveat was that the County would take ownership of and deed restrict the remainder of Lot 122, 123, 124, 125, and 126 Further, the appraiser that appraised 818 and 820 East (Lots 122 and 123) has provided his written assessment that 15' of Lot 122 had no impact on value originally determined for 818 and 820 East

Jeffrey S Ward, & Associates, Inc , is hereby committing that if FEMA or the State takes an exception in the future to the deeding of this 15' of Lot 122 and requires the County to reimburse any of the Grant funds associated with the original acquisition of Lot 122, Jeffrey S Ward & Associates, Inc will first attempt to resolve and if unsuccessful will be solely financially responsible both for any required reimbursement under the grant and any related expenses

**Further, Jeffrey S. Ward & Associates, Inc., hereby holds Galveston County and SAIC harmless from any future financial or legal claims associated with the deeding of this 15' of Lot 122.**

Sincerely

Jeffrey S Ward, President  
Jeffrey S Ward & Associates, Inc

AGENDA

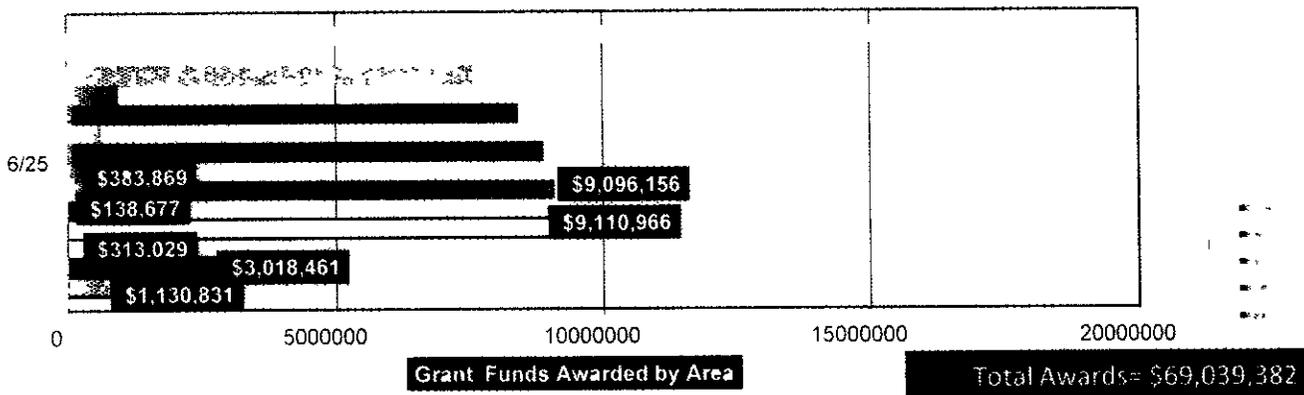
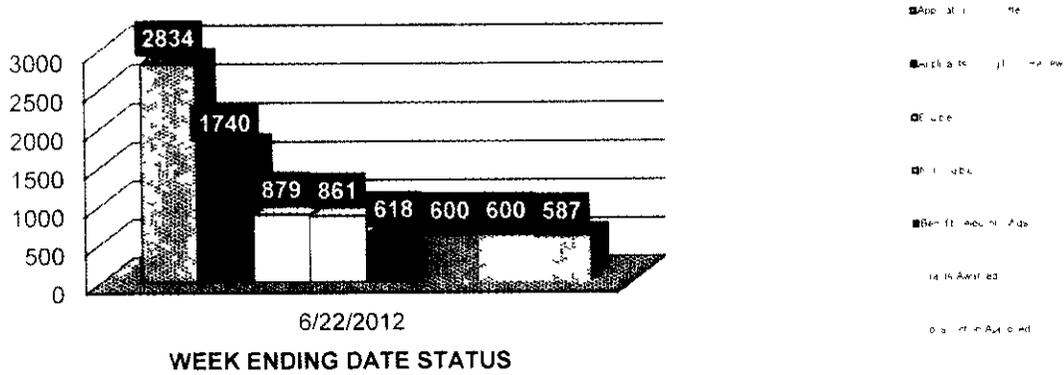
ITEM

#21a



**To:** Commissioners Court  
**From:** Jim Gentile  
 Galveston County Director of Housing  
**Date:** Monday, June 25, 2012  
**Subject:** Project Status Report – thru Friday June 22, 2012

**GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM**

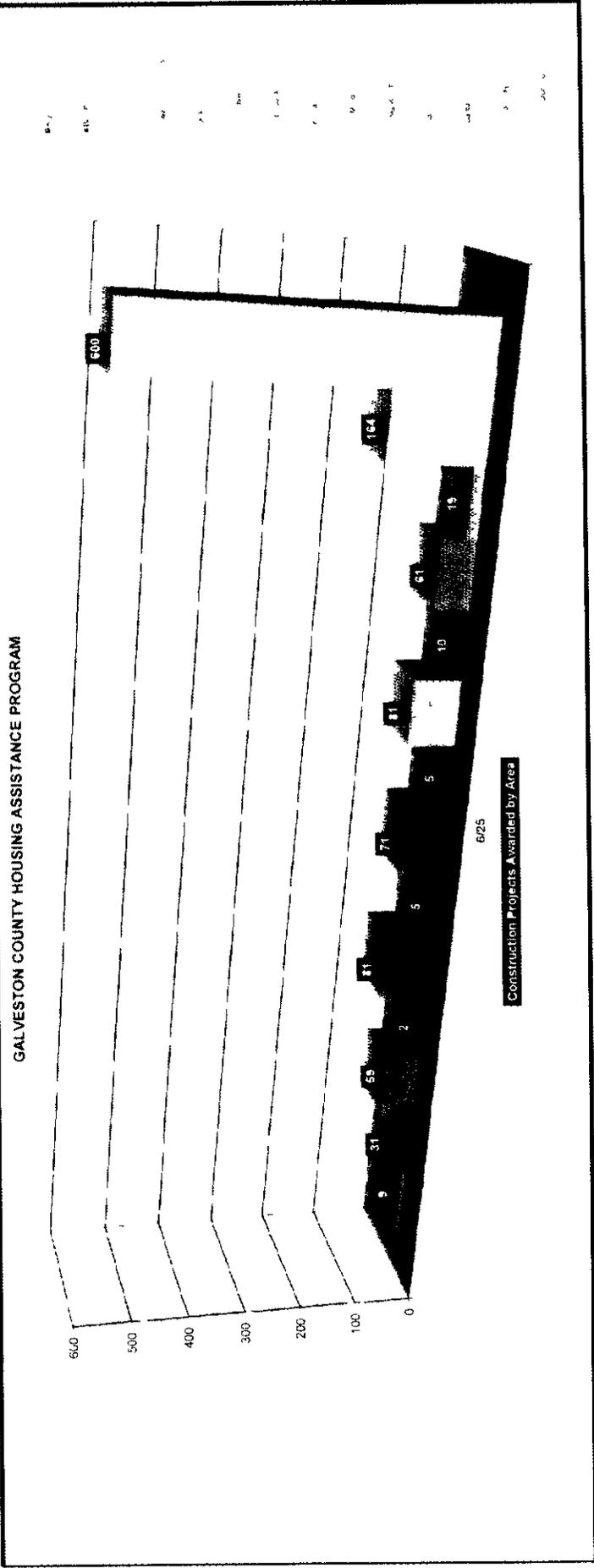


**Accomplishments – Tasks accomplished during the reporting period**

- 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
- 13 homes in construction and 587 homes completed with keys in hand = 600 total homes
- 587 applicants have keys in hand & 594 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
6/25/2012	9	31	2	59	2	81	5	71	5	81	10	81	19	164	600	96.0%
6/25/2012	2%	5%	0.3%	10%	0.3%	14%	1%	12%	1%	14%	2%	10%	3%	27%	100%	
Dollars 6/25/12	2%	4%	0%	13%	0%	13%	1%	13%	1%	12%	1%	11%	3%	25%	100%	90.7%



# GCHAP HOUSING SUMMARY

Date:	June 25, 2012
Program:	Homeowner-OCC
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	587(594finals)
Construction Projects with a Notice-to-Proceed and building In-Process	13(6 actual i/p)
Construction Projects with Notice-to-Proceed but not yet started	0
<b>Total Construction projects with Notice-to-Proceed</b>	<b>600</b>
Projects Approved by TDHCA but Awaiting Bond/Insurance	0
Projects Awaiting State/TDHCA Approval	0
<b>Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval</b>	<b>600</b>
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	0
<b>Total projects between the builder assignment stage and construction complete stage</b>	<b>600</b>
Project pending builder assignment, pending rehab sow, pending rehab bid	0
<b>Total Projects on Construction Pipeline</b>	<b>600</b>
<b>Total Grant Dollars Awarded</b>	<b>\$ 699,039,383</b>

Date:	June 25, 2012
Program:	Landlord Program
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	9(19 Finals)
Construction Projects with a Notice-to-Proceed and building In-Process	50(40 actual i/p)
Construction Projects with Notice-to-Proceed but not yet started	0
<b>Total Construction projects with Notice-to-Proceed</b>	<b>59</b>
Projects Approved by TDHCA but Awaiting Bond/Insurance	0
Projects Awaiting State/TDHCA Approval	0
<b>Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval</b>	<b>59</b>
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	0
<b>Total projects between the builder assignment stage and construction complete stage</b>	<b>59</b>
Project pending builder assignment, pending rehab sow, pending rehab bid	0
<b>Total Projects on Construction Pipeline</b>	<b>59</b>
<b>Total Grant Dollars Awarded</b>	<b>\$ 7,606,126</b>

Date:	June 25, 2012
Program:	Demo Program
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	14
Construction Projects with a Notice-to-Proceed and building In-Process	0
Construction Projects with Notice-to-Proceed but not yet started	0
<b>Total Construction projects with Notice-to-Proceed</b>	<b>14</b>
Projects Approved by TDHCA but Awaiting Bond/Insurance	0
Projects Awaiting State/TDHCA Approval	0
<b>Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval</b>	<b>14</b>
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	0
<b>Total projects between the builder assignment stage and construction complete stage</b>	<b>14</b>
Project pending builder assignment, pending rehab sow, pending rehab bid	0
<b>Total Projects on Construction Pipeline</b>	<b>14</b>
<b>Total Grant Dollars Awarded</b>	<b>\$ 98,729</b>

AGENDA

ITEM

#22a



# COUNTY of GALVESTON HUMAN RESOURCES

Jan Piveral, SPHR  
Human Resources Director

June 18, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re: Commissioners' Court Agenda Item- Reclassification Request

Please submit the following item for the June 26, 2012 Commissioners' Court Agenda

Consideration of approving reclassification of Case Management Specialist-Justice Administration submitted by Human Resources Director

REQUEST FOR RECLASSIFICATION

Date 6-18-12 DEPARTMENT Justice Administration  
DATE JOB WAS VACANT 4-16-12 POSITION # 1210000006  
BUDGETED POSITION Y GRANT FUNDED N CREATED POSITION N

CURRENT JOB TITLE Case Management Specialist  
CURRENT GRADE/STEP 14R CURRENT ANNUAL SALARY 50,498

PROPOSED JOB TITLE Case Management Specialist  
PROPOSED GRADE/STEP 18A PROPOSED ANNUAL SALARY 40,435

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Responsible for all cases requiring  
Specialized Case Management.

JUSTIFICATION FOR RECLASSIFICATION heavy workload w/o position

RECOMMENDATION TO GRANT RECLASSIFICATION FROM HR DIRECTOR

RECOMMENDED  NOT RECOMMENDED

REASON NOT RECOMMENDED \_\_\_\_\_

SUBMITTED FOR AGENDA  DATE ON AGENDA 6/26/12

APPROVED \_\_\_\_\_

DOCUMENT ATTACHED - AGENDA

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR RECLASSIFICATION IN CC? Y

WHO WILL APPEAR Jan Piveral



## Case Management Specialist Justice Administration

\$40,435

### JOB 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

### MAJOR DUTIES

- 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 County 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.

## **KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of court policies and procedures
- Knowledge of modern office practices and procedures.
- Knowledge of modern office equipment
- Skill in the operation of computers and job related software programs
- Skill in decision making and problem solving
- Skill in dealing with the public
- Skill in oral and written communication

## **SUPERVISORY CONTROLS**

The Director of Justice Administration assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

## **GUIDELINES**

Guidelines include Texas Law and county and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application

## **COMPLEXITY/SCOPE OF WORK**

- The work consists of related specialized duties. The unique nature of each case contributes to the complexity of the position.
- The purpose of this position is to perform specialized case management duties in support of court operations. Success in this position contributes to the efficiency and effectiveness of court operations

## **CONTACTS**

- Contacts are typically with co-workers, other county personnel, court personnel, bonding agents, law enforcement personnel, auditors, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems

## **PHYSICAL DEMANDS/ WORK ENVIRONMENT**

- The work is typically performed sitting at a desk or table or while intermittently sitting, standing, stooping, walking, bending or crouching. The employee occasionally lifts light and heavy objects.
- The work is typically performed in an office

## **SUPERVISORY AND MANAGEMENT RESPONSIBILITY**

This position has direct supervision over Case Management Technician (1).

## **MINIMUM QUALIFICATIONS**

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service



AGENDA

ITEM

#22b



# COUNTY of GALVESTON HUMAN RESOURCES

Jan Pival, SPHR  
Human Resources Director

June 21, 2012

To Patricia Grady

From Jan Pival, SPHR

Re Commissioners' Court Agenda Item- Reclassification Request

Please submit the following item for the June 26, 2012 Commissioners' Court Agenda

Consideration of approving reclassification of Administrative Secretary-Road submitted by Road Administrator

REQUEST FOR RECLASSIFICATION

Date 6-21-12 DEPARTMENT Road  
DATE JOB WAS VACANT 6/30/12 POSITION # 3121100004  
BUDGETED POSITION Y GRANT FUNDED N CREATED POSITION N

CURRENT JOB TITLE Administrative Secretary  
CURRENT GRADE/STEP 10R CURRENT ANNUAL SALARY 41,446

PROPOSED JOB TITLE Administrative Assistant  
PROPOSED GRADE/STEP 12A PROPOSED ANNUAL SALARY 30,065

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Position responsible for providing  
Administrative support for Road operations

JUSTIFICATION FOR RECLASSIFICATION all positions do the same  
work.

RECOMMENDATION TO GRANT RECLASSIFICATION FROM HR DIRECTOR

RECOMMENDED  NOT RECOMMENDED

REASON NOT RECOMMENDED \_\_\_\_\_

SUBMITTED FOR AGENDA  DATE ON AGENDA 6-26-12

APPROVED \_\_\_\_\_

DOCUMENT ATTACHED AGENDA

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR RECLASSIFICATION IN CC?

WHO WILL APPEAR Layne Harding



## Administrative Assistant

Road

\$30,065

### **JOB SUMMARY**

This position is responsible for providing administrative support for Road Department operations

### **MAJOR DUTIES**

- Reviews, inputs, and files time sheets and leave forms
- Prepares department payroll
- Matches invoices to purchase orders and distributes
- Receives and inputs requisitions
- Receives phone calls from citizens and writes work orders or takes messages
- Issues culvert permits
- Compiles monthly usage inventory of stockpile material and prepares monthly report
- Receives and compiles information for end-of-year reports
- Types and reviews clerical and personnel records for accuracy
- Composes and types correspondence
- Performs standard business office functions, including faxing, copying, shredding, typing, and filing
- Performs other related duties as assigned
- Receives and inputs requisitions
- Performs related duties

### **KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of modern office practices and procedures
- Knowledge of modern office equipment
- Knowledge of customer service standards
- Skill in the operation of computers and job related software programs
- Skill in decision making and problem solving
- Skill in dealing with the public
- Skill in oral and written communication

### **SUPERVISORY CONTROLS**

The supervisor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

### **GUIDELINES**

Guidelines include department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

### **COMPLEXITY/SCOPE OF WORK**

- The work consists of related administrative duties. Frequent interruptions contribute to the complexity of the



AGENDA

ITEM

#22c



# COUNTY of GALVESTON HUMAN RESOURCES

Jan Piveral, SPHR  
Human Resources Director

June 21, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the June 26, 2012 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Administrative Assistant submitted by Human Resources Director

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 6-21-12 DEPARTMENT REQUESTING EXEMPTION Road

DATE JOB WAS VACANT 4/30/12 4PP END DATE 8/30/12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Administrative Assistant POSITION # 312/100004

BUDGETED POSITION Y

SALARY GRADE-STEP 12A SALARY \$ 35,000.5 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Position responsible for providing administrative support for Road operations

JUSTIFICATION FOR EXEMPTION Department will be short staffed

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? \$ \_\_\_\_\_

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Yes

JUSTIFICATION DOCUMENTATION ATTACHED? Yes

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED  NOT RECOMMENDED \_\_\_\_\_

REASON NOT RECOMMENDED \_\_\_\_\_

SUBMITTED FOR AGENDA  DATE ON AGENDA 6-26-12

APPROVED \_\_\_\_\_

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC?

WHO WILL APPEAR Layne Harding, Jan Piveral



## Administrative Assistant Road

\$30,065

### JOB SUMMARY

This position is responsible for providing administrative support for Road Department operations

### MAJOR DUTIES

- Reviews inputs, and files time sheets and leave forms
- Prepares department payroll
- Matches invoices to purchase orders and distributes
- Receives and inputs requisitions
- Receives phone calls from citizens and writes work orders or takes messages
- Issues culvert permits
- Compiles monthly usage inventory of stockpile material and prepares monthly report
- Receives and compiles information for end-of-year reports
- Types and reviews clerical and personnel records for accuracy
- Composes and types correspondence
- Performs standard business office functions, including faxing, copying, shredding, typing, and filing
- Performs other related duties as assigned
- Receives and inputs requisitions
- Performs related duties

### KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern office practices and procedures
- Knowledge of modern office equipment
- Knowledge of customer service standards
- Skill in the operation of computers and job related software programs
- Skill in decision making and problem solving
- Skill in dealing with the public
- Skill in oral and written communication

### SUPERVISORY CONTROLS

The supervisor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

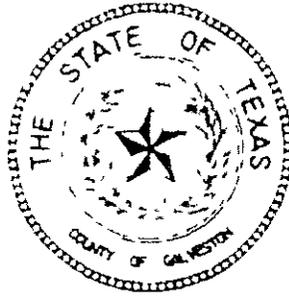
### GUIDELINES

Guidelines include department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

### COMPLEXITY/SCOPE OF WORK

- The work consists of related administrative duties. Frequent interruptions contribute to the complexity of the





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 June 18, 2012

To Jan Pival  
Human Resources Director

From Layne Harding *L.H.*  
Road Administrator

Re **Request for Waiver of Mandatory Vacancy Period**  
**Request for Job Title Modification**

I am requesting that the Court waive the mandatory vacancy period for the position 312110 – 04 which currently is assigned to Winnie Allen. She will be retiring effective June 29, 2012 and her departure will place a significant strain on our Administration office. The services this office provides citizens will be impacted if our Admin personnel are spread too thin. We eliminated one Admin position last budget reducing our staff from 4 to 3 employees. As it is we are pressed when an employee calls in sick or takes a vacation. It would be difficult to function with 2 Admin employees for the mandatory four pay period wait.

Also, we would like to change the job title from Administrative Secretary (10) to Administrative Assistant (12). This change would not affect the budget because Winnie currently is a 10R (\$41,466.20) and we are requesting a 12A pay grade ((\$30,065.93)).

Please review and make the appropriate recommendation to the Budget Office so that they may prepare an amendment for the Court's consideration. If you need additional information, please contact me at 409-789-2217.

Thank you

LH/djs

AGENDA

ITEM

#22d



# COUNTY of GALVESTON HUMAN RESOURCES

Jan Piveral, SPHR  
Human Resources Director

June 21, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the June 26, 2012 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Senior Court Services Technician submitted by Human Resources Director

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 6-21-12 DEPARTMENT REQUESTING EXEMPTION Justice Administration

DATE JOB WAS VACANT 6/15/12 4PP END DATE 8/16/12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST SR Courts, ex vlt's Technician POSITION # 1281000005

BUDGETED POSITION Y

SALARY GRADE-STEP 12-A SALARY \$ 30,065 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Provides Technical & administrative  
Support for Court operations

JUSTIFICATION FOR EXEMPTION Short Staffed

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? \$ \_\_\_\_\_

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED Y NOT RECOMMENDED \_\_\_\_\_

REASON NOT RECOMMENDED \_\_\_\_\_

SUBMITTED FOR AGENDA Y DATE ON AGENDA 6-26-12

APPROVED \_\_\_\_\_

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Jan Pivral



## Senior Court Services Technician

Justice Administration

\$30,065

### JOB SUMMARY

This position provides technical and administrative support for court operations

### MAJOR DUTIES

- Generates and mails pre-trial court notices
- Prints daily reports of delinquent cases and makes verbal contact with defendant or references for payment
- Prints and mails collection demand letters
- Interviews defendants for eligibility for payment agreements and, if approved, inputs payment schedules
- *Answers telephone and greets visitors, provides information and assistance, directs to appropriate personnel*
- Processes returned mail
- Interviews defendants on misdemeanor jail docket and sets up payment agreements
- Performs related duties

### KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of county and district court policies and procedures
- Knowledge of modern office practices and procedures
- Knowledge of modern office equipment
- Skill in the operation of computers and job related software programs
- Skill in decision making and problem solving
- Skill in dealing with the public
- Skill in oral and written communication

### SUPERVISORY CONTROLS

The Administrative Coordinator assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

### GUIDELINES

Guidelines include court and county policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

### COMPLEXITY/SCOPE OF WORK

- The work consists of related technical and administrative duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide support for court operations. Success in this position contributes to the efficiency and effectiveness of court operations.

### CONTACTS

- Contacts are typically with co-workers, bonding agents, law enforcement personnel, defendants, attorneys, and members of the general public.



AGENDA

ITEM

#22e



**COUNTY of GALVESTON  
HUMAN RESOURCES**

Jan Piveral, SPHR  
Human Resources Director

June 21, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item- Allowables for Out of Network Providers

Please submit the following item for the June 26, 2012 Commissioners' Court Agenda

Consideration of approving to allow 100% of Medicare as the basis for Out of Network allowables, instead of the current "usual & customary" allowances effective July 1, 2012 submitted by Human Resources Director

AGENDA

ITEM

#23a



## Galveston County Nuisance Abatement Program

Garret Foskit  
Nuisance Abatement Officer

Phone 409-766-4509  
Fax 409-766-4510

June 11, 2012

Hon Mark Henry, County Judge  
Hon. County Commissioners Court  
722 Moody, Suite 200  
Galveston, TX 77550

RE: Abatement of One (4) Public Nuisance

Gentlemen:

Below I have described the properties with the location and nuisance. These properties are all tax foreclosed and have the demolition approval from the relevant taxing entities, and are in violation of the applicable cities. This property has gone through the administrative process. All structures located on the properties below are to be demolished and the lot cleared. Funds have been allocated (Account# 1101-110000-542930) for Neighborhood Nuisance Abatement Program. We request the permission of Commissioners Court to order the abatement of the public nuisance. Per the tax code there will not be any liens filed, however all costs associated with these properties will be documented with each property and would allow the County to be reimbursed if the situation allows.

Site	Violations
1732 Thompson – La Marque	Dilapidated Structure, High Grass and Weeds
1901 Rosalee – La Marque	Dilapidated Structures, High Grass and Weeds
2002 Hawaii – League City	Dilapidated Structure, High Grass and Weeds
2807 Ohio – League City	Dilapidated Structure, High Grass and Weeds

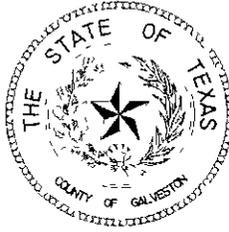
Sincerely,

Garret Foskit  
Nuisance Abatement Officer

AGENDA

ITEM

#24a1



**COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

June 19, 2012

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

**Re: Bid #B112020, HVAC Supplies and Equipment**

Gentlemen,

The contract associated with Bid #B112020, HVAC Supplies and Equipment is scheduled for its first extension on July 12, 2012. The contracted vendor for this commodity is Coburn's Supply Company, Inc. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

Attachments



COUNTY OF GALVESTON

**CHARLES KENWORTHY**  
FACILITIES MANAGER

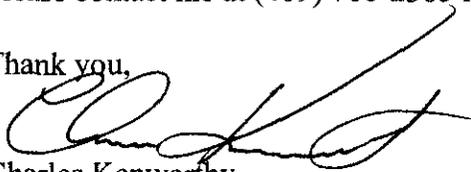
May 17, 2012

To Rufus Crowder  
From: Charles Kenworthy

RE: Bid #B112020, HVAC Supplies and Equipment

I recommend that the HVAC Supplies and Equipment Bid #B112020, be extended an additional year to Coburn Supply Co. This vendor provides the best value to Galveston County. Please contact me at (409) 766-2385 if you have any questions and or concerns

Thank you,

  
Charles Kenworthy  
Facilities Manager  
County of Galveston



To Galveston County Purchasing  
Attn Mr Rufus Crowder, CPPB  
Purchasing Agent  
Galveston County  
Re Bid #B112020  
HVAC Supplies and Equipment  
Contract Expiration Date 07/12/2012

Dear Mr Crowder,

It has been a pleasure serving as a key supplier for Galveston County in the past  
As our bid contract is due to expire, please take this as our offer to extend contract  
#B112020 to the county for another great year, effective 07/12/2012 – 07/12/2013

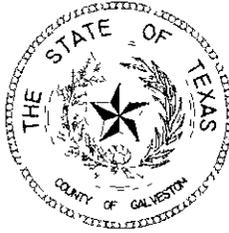
Thanks for your business,

Trey Taylor  
HVAC/R Account Manager  
Coburn Supply  
409-740-6500

AGENDA

ITEM

#24a2



**COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

June 19, 2012

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

**Re: RFP#B112021, Shelf-Stable Emergency Meals for Seniors**

Gentlemen,

The contract associated with RFP #B112021, Shelf-Stable Emergency Meals for Seniors is scheduled for its first extension on July 25, 2012. The contracted vendor for this commodity is CPI Foods, Inc. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

Attachments



Galveston County Department of Parks and Senior Services  
[www.galvestonparks-seniors.org](http://www.galvestonparks-seniors.org)

May 18, 2012

To Rufus Crowder, CPPB  
Purchasing Agent/Galveston County

From Kelly Snook, ASLA, RLA  
Director, Parks and Senior Services Department

**Subject Recommendation for Extension on BID B112021-CPI Foods, Inc**

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The Parks and Senior Services Department would like to recommend an extension on Bid B112021-CPI Foods, Inc for July 25, 2012

Should you have any questions, or need additional information, please do not hesitate to contact Teresa Ortiz at (409)770-6252

Thank you.

A handwritten signature in black ink, appearing to read "Kelly Snook".

Kelly Snook, ASLA, RLA  
Director  
Parks and Senior Services Department  
(409)934-8112

Cc Teresa Ortiz-Operations Manager, Senior Services

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Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors, through stewardship of our resources

4102 Main Street (FM 519) La Marque, TX 77568 409-934-8100 Fax 409-934-8140

**CPI FOODS, INC.  
4744 GRETNA  
DALLAS, TEXAS 75207**

June 6, 2012

Ms Darla McCollough  
Galveston County Purchasing Agent  
Galveston County Courthouse  
722 Moody Ave (21 st St )  
Fifth Floor  
Galveston, Texas 77550

Re Shelf Stable Emergency Meals Contract

Dear Mr. Hughes:

CPI Foods, Inc of Dallas, Texas, is pleased to hold the prices and be given a one year extension on the Shelf Stable Meal Contract to Galveston County.

If you have any questions, please let me know You can reach me at 800-549-9630

Sincerely,

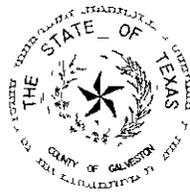


James Hairston  
President

AGENDA

ITEM

#24b



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

June 19, 2012

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

**Re: Amendment to Contract #CM12158, CDBG Round 1 Santa Fe High School Generator**

Gentlemen,

It is requested that the Commissioners' Court authorize an amendment to Contract #CM12158, CDBG Round 1 Santa Fe High School Generator in reference to Bid #B111056, CDBG Round 1 Santa Fe High School Generator, to include updating the Davis Bacon Wage Decision

This contract was awarded by the Commissioners' Court on January 24, 2012, and due to delays in the environmental process administered by the State, was not executed within ninety (90) days of bid award

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder". The signature is written over a horizontal line that extends across the page.

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

CDBG Project Coordinator



**MEMO**

**Date** .. . ... Tuesday, June 18, 2012

**Addressed to:**

Rufus Crowder ... Galveston County

**Items:**

- 1 Santa Fe High School Generator Project—CDBG Round 1
  - a Contract amendment updating the Davis Bacon Wage Decision. The reason for this amendment is the contract was not executed within 90 days of bid award
  - b Contract presented to Court for Judge's signature

Nicholas Foster, CDBG Project Coordinator

AGENDA

ITEM

#24c1



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB  
PURCHASING AGENT

GWEN MCLAREN, CPPB  
ASST PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

June 19, 2012

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

**Re: RFP #B122008, Salad and Deli Bar Services**

Gentlemen,

On June 19, 2012, RFP #B122008, Salad and Deli Bar Services was conducted at which time no proposals were received. Several local restaurants were contacted as well as a few food service contractors already involved with the County.

It is recommended that this proposal be cancelled and authorization granted to re-bid for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

AGENDA

ITEM

#25a



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady  
Legal Liaison

Roxann Lewis  
Executive Assistant

June 5 2012

Leslie & Linda Brand  
3012 Bay Bend Lane  
Dickinson, Texas 77539-6359

*Re Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges  
on Account No 2368 0005 0004 000*

Dear Leslie & Linda Brand

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 26, 2012 Court begins at 9 30 a.m at the Galveston County Courthouse located at 722 Moody, 1<sup>st</sup> 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/rcf



# 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 23, 2012

RECEIVED  
JUN 05 2012

GALVESTON COUNTY JUDGE

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest  
Leslie & Linda Brand  
2368-0005-0004-000

Dear Judge Henry

Mrs Brand is requesting a refund of penalty and interest on the account number referenced above Mrs Brand states she scheduled a payment through her online banking system to be received by GCTO on January 31, 2012 The check is dated February 2<sup>nd</sup> with a receipt date of February 3<sup>rd</sup>

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 "

Payments made through online banking systems require a processing period and the postmark date is not guaranteed

<u>Account No</u>	<u>Year</u>	<u>Refund</u>
2368-0005-0004-000	2011	\$ 230 01

Sincerely,

Cheryl E Johnson

Commissioner's Court

Leptie and Linda Brand

ATTN: Judge Henry

RECEIVED  
MAR 01 2012

GALVESTON COUNTY JUDGE

RE: 2368-0005-0004-000

Amount: \$231.01

I am requesting that any late fees and penalties please be refunded. I have just mailed CK# 1209 in the amount of \$235.00 to cover all back fees. I scheduled the taxes ~~on~~ on my bill pay for Jan. 31st and eventually you did not receive them until after this date. I'm sorry for any inconvenience, but you were scheduled to receive it on the 31st. I paid these so they did not receive additional fees. Thanks for your cooperation.

Linda Brand

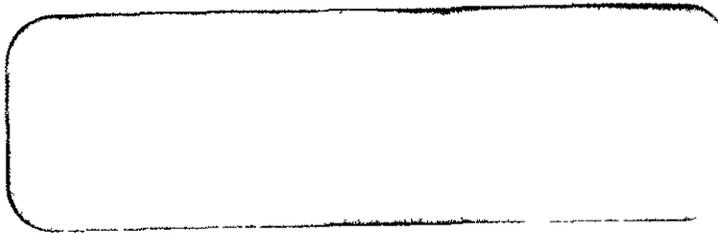
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029

**PAYMENT ENCLOSED**

First-Class  
U.S. Postage  
FISERV

ADDRESS SERVICE REQUESTED

#**BWNHNJW**



AJBSCP1 77210



Account: 2288-0005-0004-000-CAD/R386285 \$3,285.64

LINDA BRAND  
3012 BAY BEND LANE  
HOUSTON, TX 77430-8350

Please Direct Any Questions  
To: (800) 272-4302  
Online Bill Payment Processing Center

8939/3131

00000059

AMCCO FEDERAL CREDIT UNION

February 02, 2012

Pay THREE THOUSAND TWO HUNDRED EIGHTY FIVE AND 64/100 DOLLARS

\$ \*\*\*\*\*3,285.

To  
The  
Order  
Of

GALVESTON COUNTY TAX ASSESSOR  
PO BOX 4902  
HOUSTON, TX 77210 4902



Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor

⑈005997⑈ ⑆313189391⑆ 0111350020⑈ 7105020912 PA

Handwritten notes and scribbles at the bottom left of the page.

76103092012

76103092012

76103092012

7650208125A	02/03/2012	27456355	0000005997	CH	\$3,285.64	\$3,285.64	PA	236800050004000	BRAND LESLIE S & LINC	
H020311M41	01/31/2011	18069582	00000000573	CH	\$3,301.44	\$3,301.44	PA	236800050004000	BRAND LESLIE S & LINC	
L012010M TX1	01/16/2010	15373932	00000000116	CH	\$3,265.91	\$3,265.91	PA	236800050004000	BRAND LESLIE S & LINC	
591012909P	01/27/2009	13422200	1183	CH	\$3,200.00	\$3,200.00	PA	236800050004000	BRAND LESLIE S & LINC	
LC20071291	12/31/2007	5300	0	CH	\$695.15	\$695.15	PA	236800050004000	BRAND LESLIE S & LINC	
LC20070111	01/11/2007	11486	0	CH	\$741.52	\$741.52	PA	236800050004000	BRAND LESLIE S & LINC	
LC20060112	01/12/2006	15136	0	CH	\$764.30	\$764.30	PA	236800050004000	BRAND LESLIE S & LINC	
LC20041227	12/27/2004	50862	0	CH	\$767.34	\$767.34	PA	236800050004000	BRAND LESLIE S & LINC	
LC20040113	01/13/2004	57088	0	CH	\$78,940.09	\$779.52	PA	236800050004000	BRAND LESLIE S & LINC	
LC20021230	12/30/2002	17700	0	CH	\$769.80	\$769.80	PA	236800050004000	BRAND LESLIE S & LINC	
LC20020128	01/28/2002	6625	0	CH	\$763.20	\$763.20	PA	236800050004000	BRAND LESLIE S & LINC	
LC20001230	12/30/2000	3508	327453	CH	\$16,767.85	\$729.84	PA	236800050004000	BRAND LESLIE S & LINC	
					\$35,918.54					