



# **GALVESTON COUNTY, TEXAS**

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

Mark Henry      Ryan Dennard      Joe Giusti      Stephen Holmes      Ken Clark  
County Judge    Commissioner, Precinct 1    Commissioner, Precinct 2    Commissioner, Precinct 3    Commissioner, Precinct 4

## **SPECIAL MEETING-AGENDA September 6, 2016 – 11:00 AM**

**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.

### **Call to Order**

### **Consent Agenda**

- \*1. Receive and file *additional, required forms for FY 2017 HGAC Area Agency on Aging Vendor Application signed by County Judge* as submitted by the Grants Manager.
- \*2. Consideration for *authorization to issue a formal solicitation for Newspaper Publication of Legal Notices and provide notice of non-extension to current vendors* submitted by the Purchasing Agent.
- \*3. Consideration of *entering into an engagement letter retaining outside counsel, Akerman LLP to assist Galveston County in the legal defense of Galveston County in Cause No. 3:13-CV-00308 Honorable Terry Petteway vs. Galveston County* submitted by County Legal.
- \*4. Consideration of *entering into an engagement letter retaining outside counsel, Akerman LLP to assist Galveston County in the legal defense of Galveston County in Cause No. 14-CV-1289 Bonnie Quiroga vs. Galveston County* submitted by County Legal.
- \*5. Consideration of *entering into an engagement letter retaining outside counsel, Akerman LLP to assist Galveston County in the legal defense of Galveston County in Cause No. 15-CV-0583 Honorable Lonnie Cox vs. Galveston County* submitted by County Legal.

### **Action Agenda**

6. Professional Services
  - a. Public Hearing on the proposed FY2017 County Budget

- b. Adoption of the FY2017 County Budget
  - c. Adoption of the 2016 Tax Levy
7. County Legal
- a. **Break into Executive Session:**
  - b. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to DJ # 204-74-343, The United States of America and Galveston County, Texas under the Americans with Disabilities Act.
  - c. **Reconvene into Regularly Scheduled Meeting.**

## **Adjourn**

### **Appearances before Commissioners Court**

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

### **Executive Sessions**

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

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**AGENDA ITEM #1.**



COUNTY OF GALVESTON  
**Professional Services Department**

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department  
CDBG Non-Housing  
Child Welfare  
Fleet  
Grants/FEMA

Budget  
Financial Assistance  
Guardianship Program  
Indigent Burials  
Indigent Health Care

**MEMORANDUM**

**To: Galveston County Commissioners' Court**  
**From: Betsy Thomas, Grants Manager**  
**Court Date: September 6, 2016**  
**RE: Parks & Cultural Services**  
**FY 2017 HGAC Area Agency on Aging Vendor Application**  
**Receive & File Additional Application Forms**

**BACKGROUND**

In 1976 Galveston County established the Senior Citizens Program to serve adults age 60 and older. This program has been under Parks (and now Cultural) Services since 2003. The Senior Program staff consists of 18 highly qualified employees who provide: congregate meals, home delivered meals, transportation services, information and referral, education, fitness, and recreation at the centers as well as to homebound seniors. This program is supported by federal and state funds via the Older Americans Act, Title III programs, which are administered by the Texas Department of Aging and Disability Services (DADS) and passed-through the Houston-Galveston Area Council (HGAC). Since 2008, the program has also been supported by the Texans Feeding Texans Program through the Texas Department of Agriculture as well as local and participant donations.

Galveston County Senior Centers directly affected by this application are located at the following locations:

- Wayne Johnson Community Center in La Marque
- Bacliff Community Center
- Dickinson Community Center
- City of Friendswood – Friendswood Senior Center

- City of League City – Hometown Heroes Park – Senior Program
- City of Texas City – Nessler Center Seniors Program

NOTE: The County also supports the congregate meal program at the Santa Fe Senior Center and the Bay Area Meals on Wheels home-delivered meal program.

### **SUMMARY**

On April 26, 2016, Commissioners Court approved the submission of the FY 2017 Texas Department of Aging and Disability Services (DADS) Budget Proposal to HGAC. We have now received our official allocation and the attached documents reflect the proposed budget for the next fiscal year as well as the required documents for signature. Program Activities for FY 2017 include: (1) congregate meals, (2) home-delivered meals and (3) transportation services for seniors.

**HGAC is requesting some additional forms be signed to complete the application and returned immediately. Those forms are attached. The forms do not change the grant in any way, they are only forms formalize items in the grant applications (i.e., Confirmation of a \$0.00 In-Kind Match).**

### **RECOMMENDATIONS**

Staff asks the Court to review and approve the County Judge's signature on additional application documents.

### **ATTACHEMENTS**

- Home Delivered Meals – In-Kind Match Certification
- Congregate Meals – In-Kind Match Certification
- Transportation – In-Kind Match Certification
- HGAC-AAA Direct Purchase of Service FY17 Contractor App.-Transportation
- HGAC-AAA Direct Purchase of Service FY17 Contractor App.–Home-Delivered Meals
- HGAC-AAA Direct Purchase of Service FY17 Contractor App.–Congregate Meals



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT**

**Grant Award/Agreement**

Court Date: 4/26/16		Department: Parks & Cultural Services				
Grant Agency: H-GAC Area Agency on Aging			Funding Source: Texas Department of Aging and Disability Services (DADS)			
Grant Start Date: 10/1/2016	Program Year: FY17	Renewal Grant:		Yes		
Grant End Date: 9/30/2017	Program End Date:	Ongoing	Contract #	N/A		
Description: Congregate Meals, Home-Delivered Meals and Transportation for Senior Services						
Grant Organization Keys: 2921 Galveston County Senior Citizens Grant 451121 Congregate Meals 451131 Home-Delivered Meals 451152 Transportation Services			Grant Type: Formula			
Expenditure Type	Grant (Other) Funded	County Funded		Total Budget		
Salary & Benefit	\$ 448,626.63	\$ 140,369.26	\$ 588,995.89			
Non-Labor	\$ 68,871.37	\$ 21,830.74	\$ 90,702.11			
Indirect/Admin Costs		\$ -	\$ -			
Not Yet Determined		\$ -	\$ -			
Totals:	\$ 517,498.00	\$ 162,200.00	\$ 679,698.00			
	FY13	FY14	FY15	FY16	After FY16	Total
County Funding Requested:	162,200 <sup>00</sup>	162,200 <sup>00</sup>	162,200 <sup>00</sup>	162,200 <sup>00</sup>	\$ 162,500.00	\$ 162,500.00
County Funding Budgeted:						\$ -
County Funding Source:	Fund: 1101 - General Fund 451110 - Seniors Division: 5910100 - Required Match 5910200 - Discretionary Match					

Approved By:  
Department Director:  
Grants Manager:  
Director of Finance:  
Auditor:

Signature: Betsy Thomas Date: 4/13/16  
[Signature]  
[Signature] 4/14/16  
[Signature]







**Houston-Galveston Area Council-Area Agency on Aging  
Direct Purchase of Services  
Fiscal Year 2017 Contractor Application**

**Proposed Service Delivery and Bid Sheet**

*Please fill out the complete bid sheet. Complete for each service your organization proposes to perform*

Contractor Name: <u>Galveston County, TX</u>	
Service Name: <u>Transportation</u>	
Define a Unit of Service: <u>1 One-Way Passenger Trip</u>	
Define service delivery area(s): _____	
<b>Service Delivery Capacity:</b>	
Enter the total number of clients your organization plans to serve this year:	75
Enter the total budget expenses for the contract year:	\$ 144,011
Enter the total number of units your organization plans to serve for this year:	14,395
Does your organization have the following to provide this service:	Yes
Facilities, Office Space & Storage:	Yes
Necessary Equipment (Ex: Computers, Internet Access, & etc.):	
Necessary Vehicles: (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service: (Enough staff to perform task)	Yes

<b>Enter the proposed number of units per service type:</b>																			
		<b>Proposed Units</b>																	
<table style="width:100%;"> <tr> <td style="width:30%;"><b>Service</b></td> <td style="width:40%;"><b>Type of Unit</b></td> <td style="width:30%;"></td> </tr> <tr> <td rowspan="5" style="vertical-align: top;">Transportation</td> <td>Senior Center Trips</td> <td align="right">3,360</td> </tr> <tr> <td>Shopping/Errand Trips</td> <td align="right">2,450</td> </tr> <tr> <td>Doctor's Visit Trips</td> <td></td> </tr> <tr> <td>Medical Treatment Trips</td> <td></td> </tr> <tr> <td>Trips Home</td> <td align="right">8,580</td> </tr> <tr> <td colspan="2">Total: Should equal to the total number of Units in your budget.</td> <td align="right">14,390</td> </tr> </table>	<b>Service</b>	<b>Type of Unit</b>		Transportation	Senior Center Trips	3,360	Shopping/Errand Trips	2,450	Doctor's Visit Trips		Medical Treatment Trips		Trips Home	8,580	Total: Should equal to the total number of Units in your budget.		14,390		
	<b>Service</b>	<b>Type of Unit</b>																	
	Transportation	Senior Center Trips	3,360																
		Shopping/Errand Trips	2,450																
		Doctor's Visit Trips																	
		Medical Treatment Trips																	
Trips Home		8,580																	
Total: Should equal to the total number of Units in your budget.		14,390																	
Other Describe: _____																			
Other Describe: _____																			
Average Cost per Unit:	\$ 10.00																		
Enter the Negotiated Unit Rate:	\$ 9.00																		
Average Cost per Client:	\$ 1,920.15																		
Percentage of Cash Match Contributing to this Service:		10%																	
What amount of In-Kind Match do you plan to contribute to this Service:		N/A																	
<p>I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service. I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application.</p>																			

Judge Mark Henry  
Name of Authorized Official

  
Signature of Authorized Official

August 30, 2016  
Signature and Date

**Houston-Galveston Area Council-Area Agency on Aging  
Direct Purchase of Services  
Fiscal Year 2017 Contractor Application**

**Proposed Service Delivery and Bid Sheet**

*Please fill out the complete bid sheet. Complete for each service your organization proposes to perform*

<b>Contractor Name:</b>	<u>Galveston County, TX</u>
<b>Service Name:</b>	<u>Home Delivered Meals</u>
<b>Define a Unit of Service:</b>	<u>1 NISP Eligible Meal</u>
<b>Define service delivery area(s):</b> _____	
<b>Service Delivery Capacity:</b>	
Enter the total number of clients your organization plans to serve this year:	210
Enter the total budget expenses for the contract year:	\$ 346,795
Enter the total number of units your organization plans to serve for this year:	64,000
Does your organization have the ability to serve 260 meals a year:	Yes
Does your organization have the ability to serve 1 meal a day for 5 days:	Yes
Does your organization have the following to provide this service:	
Facilities, Office Space & Storage:	Yes
Necessary Equipment (Ex: Computers, internet Access, Freezer, Carriers, & etc.):	Yes
Necessary Vehicles: (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service: (Enough staff to perform task)	Yes

<b>Enter the proposed number of units per service type:</b>		
<b>Service</b>	<b>Type of Unit</b>	<b>Proposed Units</b>
<b>Home Delivered Meals</b>	Hot Meals	24,450
	Frozen Meals	36,550
	Shelf Stable Meals	3,000
	Liquid Meals	
	Special Meals (Kosher, Ethnic, etc.)	
	Special Diet Meals (Low Sodium, Diabetic, etc.)	
<b>Other Describe:</b> _____		
<b>Total: Should equal to the total number of Units in your budget.</b>		<b>64,000</b>
Average Cost per Unit:	\$ 5.42	
Enter the Negotiated Unit Rate:	\$ 4.95	
Average Cost per Client:	\$ 1,651.40	
Percentage of Cash Match Contributing to this Service:		10%
What amount of in-Kind Match do you plan to contribute to this Service:		N/A
<p>I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service. I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application.</p>		

Judge Mark Henry  
Name of Authorized Official

  
Signature of Authorized Official

August 30, 2016  
Signature and Date

**Houston-Galveston Area Council-Area Agency on Aging  
Direct Purchase of Services  
Fiscal Year 2017 Contractor Application**

**Proposed Service Delivery and Bid Sheet**

*Please fill out the complete bid sheet. Complete for each service your organization proposes to perform*

Contractor Name: Galveston County, TX

Service Name: Congregate Meals

Define a Unit of Service: 1 NISP Eligible Meal

Define service delivery area(s): \_\_\_\_\_

**Service Delivery Capacity:**

Enter the total number of clients your organization plans to serve this year: 270

Enter the total budget expenses for the contract year: \$ 246,011

Enter the total number of units your organization plans to serve for this year: 37,350

Does your organization have the ability to serve 260 meals a year: Yes

Does your organization have the ability to serve 1 meal a day for 5 days: Yes

Does your organization have the following to provide this service:

Facilities, Office Space & Storage:	Yes
Necessary Equipment (Ex: Computers, Internet Access, Freezer, Carriers, & etc.):	Yes
Necessary Vehicles: (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service: (Enough staff to perform task)	Yes

**Enter the proposed number of units per service type:**

	Service	Type of Unit	Proposed Units
Congregate Meals		Hot Meals	35,350
		Frozen Meals	
		Shelf Stable Meals	2,000
		Liquid Meals	
		Special Meals (Kosher, Ethnic, etc.)	
		Special Diet Meals (Low Sodium, Diabetic, etc.)	
		<b>Total:</b> Should equal to the total number of Units in your budget.	
Average Cost per Unit:			\$ 6.59
Enter the Negotiated Unit Rate:			\$ 6.00
Average Cost per Client:			\$ 911.15
Percentage of Cash Match Contributing to this Service:			10%
What amount of In-Kind Match do you plan to contribute to this Service:			N/A

I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service. I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application.

Judge Mark Henry  
Name of Authorized Official

  
Signature of Authorized Official

August 30, 2016  
Signature and Date

# AGENDA ITEM #2.



## THE COUNTY OF GALVESTON

**RUFUS G. CROWDER, CPPO, 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

August 30, 2016

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

**RE: Bid #B132015, Newspaper Publication of Legal Notices  
Contract #CM13290**

Gentlemen,

The contracts associated with Bid #B132015, Newspaper Publication of Legal Notices, are scheduled for their first of two (2) one-year extensions on October 14, 2016. The contracted vendors are D & V Day Investments, Inc., Db a The Post Newspaper and Galveston Newspaper, Inc.

It has been requested that the extension period not be exercised per agreement terms and authorization to be granted to issue a new solicitation for these services.

Your consideration in this matter will be greatly appreciated.

Sincerely,

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

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County



State of Texas

County of Galveston

**Contract**

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

**Contract Number:** CM13290

**Invitation to Bid Number:** Bid #B132015 Newspaper Publication of Legal Notices

**Term of Contract:** Three (3) years with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of execution of this Contract by latest signatory to sign and terminating October 14, 2016.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

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

Year One: Yes (X) No ( )  
Year Two: Yes (X) No ( )  
Year Three: Yes ( ) No (X)  
Year Four: Yes ( ) No (X)

**Contractor:** D. & V. Investments, Inc. DBA: The Post Newspaper

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

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

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

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

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

D. & V. Day Investments, Inc.

DBA: The Post Newspaper

P.O. Box 1686

501 6th Street North

Texas City, TX 77592-1686

**County and Contractor agree as follows:**

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

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

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

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

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

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

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

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

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

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

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

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

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

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

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

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

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

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

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

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

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

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

Executed on this the 15th day of October, 2013.

**Contractor:**

D. & V. Day Investments DBA: The Post Newspaper

**By:**

David S. Day



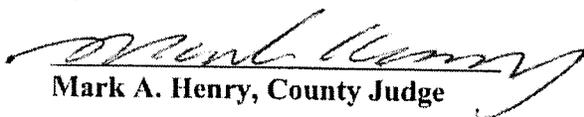
**Date:**

8-7-2013

**Galveston County**

**By:**

Mark A. Henry, County Judge



**Date:**

October 15, 2013

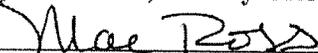
**Attest:**

Dwight Sullivan, County Clerk

**By:**

Mae Ross

Deputy



LINE ITEM DETAIL

NEWSPAPER PUBLICATION OF LEGAL NOTICES

GALVESTON COUNTY, TEXAS

BID #: B132015  
 OPEN: 08/15/2013  
 2:00 PM

VENDOR IE

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91571	NEWSPAPER PUBLISHED WEEKLY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED	1	EA		\$ 8.00 ✕	\$ 8.00 ✕
0002	91571	NEWSPAPER PUBLISHED DAILY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED	1	EA		\$	\$
						Extended Price Total of all Item	\$ 8.00 ✕

Note:

- We publish on Wednesday & Sundays
  - Column inch rate will apply to classified and retail advertising
  - Legal notice classified and retail advertising will be published in our free edition
- The Post Newspaper of Galveston County and our website (SEE ADDENDUM)
- We accept payments by credit card, Master Card and Visa

*\*Confidential*

**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

THE FIRM OF: D. & V. Day Investments Inc. DBA: The Post Newspaper

Address: 501 - 6th Street North, P.O. Box 1686, Texas City, TX 77592

FEIN (TAX ID): 870709547

The following shall be returned with your bid. Failure to do so may be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that bidder has received all addenda.

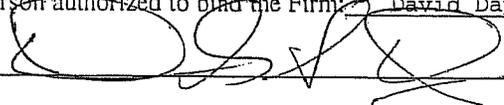
Items:	Confirmed (X):
1. Addenda, if any	#1 <u>X</u> #2 <u>    </u> #3 <u>    </u> #4 <u>    </u>
2. One (1) original and five (5) copies of submittal	<u>X</u>
3. Section 5, Page 13, Required Documentation	<u>X</u>
4. Line Item Detail Sheet	<u>X</u>
5. Bid Sheet	<u>X</u>
6. Debarment Certification	<u>X</u>
7. Vendor Qualification packet	<u>X</u>

Person to contact regarding this bid: David Day

Title: Owner - Publisher Phone: 409-943-4265 Fax: 409-965-0216

E-mail address: publisher@thepostnewspaper.net

Name of person authorized to bind the Firm: David Day

Signature:  Date: 8-7-2013

Title: Owner - Publisher Phone: 409-943-4265 Fax: 409-965-0216

E-mail address: publisher@thepostnewspaper.net

**CONDITIONS OF THE BID:** It shall be understood that by submission of this proposal, the Proposer agrees to all of the conditions of the BID dated 08/06, 2013 and any Addenda issued thereto and referenced above.

Initials of Bidder: 



UNITED STATES  
POSTAL SERVICE®

Statement of Ownership, Management, and Circulation  
(All Periodicals Publications Except Requester Publications)

1. Publication Title <i>The Post Newspaper</i>		2. Publication Number -		3. Filing Date	
4. Issue Frequency <del>501 6th St N</del> <i>Twice Weekly</i>		5. Number of Issues Published Annually <i>104</i>		6. Annual Subscription Price <i>50/45</i>	
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) <i>501 6th St N Texas City Tx 77590-</i>				Contact Person <i>DAVID DAY</i>	
8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer) <i>Same</i>				Telephone (Include area code) <i>409-943-4265</i>	

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)  
Publisher (Name and complete mailing address)

*DAVID DAY 501 6th St N Texas City Tx 77590*  
Editor (Name and complete mailing address)

*Same*  
Managing Editor (Name and complete mailing address)

*Same*  
Managing Editor (Name and complete mailing address)

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
<i>DAVID DAY</i>	<i>SAME AS ABOVE</i>
<i>GINNIE DAY</i>	
<i>JUSTIN DAY</i>	

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box  None

Full Name	Complete Mailing Address

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)  
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:  
 Has Not Changed During Preceding 12 Months  
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

*Me My Newspaper*

14. Issue Date for Circulation Data Below

3/17

15. Extent and Nature of Circulation		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
Home Issues of Current Issue			
a. Total Number of Copies (Net press run)		200	200 *
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	10	10 *
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	80	80 *
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®		20 *
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)		
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))			110 *
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541		
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541		
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)		
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)		
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))			
f. Total Distribution (Sum of 15c and 15e)			110 *
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))			41 *
h. Total (Sum of 15f and g)			151 *
i. Percent Paid (15c divided by 15f times 100)			75.5% *

16.  Total circulation includes electronic copies. Report circulation on PS Form 3526-X worksheet.

17. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed in the June issue of this publication.

Publication not required.

\* Confidential

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Date

3-22-13

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

PRICING AND CLASSIFICATION SERVICE CENTER



June 12, 2013

POSTMASTER/MANAGER BUSINESS MAIL ENTRY  
US POSTAL SERVICE  
2002 11TH AVE N  
TEXAS CITY TX 77590-9998

SUBJECT: Authorization for Periodicals Mailing Privileges - (PS Form 3507, Facsimile)  
**THE POST NEWSPAPER**

THE POST NEWSPAPER published by D & V DAY INVESTMENTS at original entry office TEXAS CITY TX 77590-9998 has been authorized Periodicals mailing privileges at your office under the following conditions and prices:

USPS Publication Number:	9400
ISSN:	
Frequency:	SEMI-WEEKLY
Category Authorized Under:	General Publication
Number of Issues Annually:	104
Prices Authorized:	In-County
Type of Advertising Authorized:	General
Authorized Date:	06/12/2013
Application Date:	03/22/2013
Effective Date:	03/22/2013
Preferred Prices Effective Date:	
PS Form 3526 Ownership Stmt:	File and Publish
Authorized CPP:	No
Additional Entry Offices:	See below
Total Authorized Entry Locations:	0

The publisher must adhere to the following requirements and standards:

- The publisher must print the identification statement (ID) on one of the first five pages, on the table of contents page, in the masthead of the editorial page, or (in a bound publication) on one of the last three non advertising pages inside the back cover, on each copy of the publication as required by the Domestic Mail Manual. The Periodicals imprint or ID statement is required to be printed in or on each copy of the publication.
- The authorization is approved under the provisions of the regulations of the United States Postal Service under the authorized category shown above, and is subject in all respects to the provisions of all the regulations pertaining to Periodicals matter now in force or hereafter adopted. Proceedings will be instituted under the applicable provision of the Domestic Mail Manual, to annul this authorization whenever evidence, in the possession of the Postal Service, indicates that the publication is not being prepared and circulated in compliance with all applicable regulations of the Postal Service. Copies containing enclosures or inscriptions that are subject to postage at the First-Class Mail or Standard Mail prices shall be charged with postage at the price applicable to the enclosures or inscriptions; except as provided by in the Domestic Mail Manual. (18 United States Code 1723).
- Copies of this publication must not violate any copyright granted by the United States.

The postmaster will issue any appropriate refund to the publisher in accordance with the Domestic Mail



P.O. Box 1686, Texas City, TX 77592 • 409-943-4265 • the.post@sbcglobal.net

### Paid Circulation DATA by Zip Code

August 7, 2013

Count by Zip Codes:



77510 - 2  
77539 - 4  
77550 - 11  
77552 - 1  
77568 - 11  
77573 - 5  
77590 - 76  
77591 - 8  
77003 - 1  
78205 - 1  
92513 - 1

David Day  
Owner / Publisher  
The Post Newspaper  
409-943-4265  
Fax # 409-965-0216  
Cell. # 409-457-6164

*\* Confidential*



ADDENDUM #1 ✕

August 7, 2013

D. & V. Day Investments, Inc. dba The Post Newspaper will publish all legal notices, Classified and Retail ads in our FREE Edition "The Post Newspaper of Galveston County," delivered to over 10,000 homes each week to zip codes listed below. In addition all publications are available to view online at [www.thepostnewspaper.net](http://www.thepostnewspaper.net) at NO CHARGE to readers or advertisers. Just click on the Archives tab for the date of publication or service to view that Edition. Our website has over 500,000 hits on our website each month.

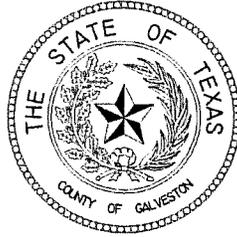
We accept payment using Visa or Mastercard.

Approximate Count by Zip Codes:

- 77550 - 20
- 77551 - 20
- 77573 - 1,000
- 77590 - 4,000
- 77591 - 600
- 77539 - 3,000
- 77565 - 200
- 77568 - 1,000
- 77510 - 400
- 77517 - 100
- 77563 - 200
- 77554 - 10
- 77555 - 12

David Day  
Owner / Publisher  
The Post Newspaper  
409-943-4265  
Fax # 409-965-0216  
Cell. # 409-457-6164

*\* Confidential*



State of Texas

County of Galveston

**Contract**

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

**Contract Number:** CM13290

**Invitation to Bid Number:** Bid #B132015 Newspaper Publication of Legal Notices

**Term of Contract:** Three (3) years with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of execution of this Contract by latest signatory to sign and terminating October 14, 2016.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

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

Year One: Yes (X) No ( )  
Year Two: Yes (X) No ( )  
Year Three: Yes ( ) No (X)  
Year Four: Yes ( ) No (X)

**Contractor:** Galveston Newspapers, Inc.

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

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

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

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

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

The Galveston County Daily News  
P.O. Box 628  
Galveston, TX 77553

**County and Contractor agree as follows:**

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

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

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

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

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

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

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

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

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

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

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

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

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

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

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

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

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

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

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

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

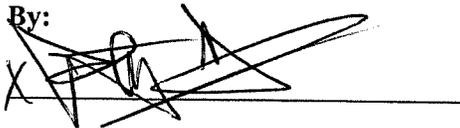
21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

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

Executed on this the 15<sup>th</sup> day of August, 2013.

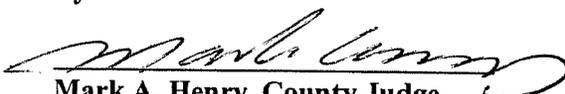
**Contractor:**

The Galveston County Daily News

By: 

Date: 8/15/2013

**Galveston County**

By:   
Mark A. Henry, County Judge

Date: October 15, 2013

**Attest:**

Dwight Sullivan, County Clerk

By: Mae Ross Deputy  
Mae Ross

BID #: B132015  
OPEN: 08/15/2013  
2:00 PM

### BID SHEET

## NEWSPAPER PUBLICATION OF LEGAL NOTICES

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and in  
to bid we submit the following:

LINE ITEM TOTAL \$ 23.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

[Signature]  
WITNESS  
8/15/2013  
DATE

The Galveston County Daily News  
COMPANY NAME  
[Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE  
Patrick Graham  
PRINTED NAME  
Publisher  
TITLE

The Galveston County Daily News  
CORRESPONDENCE ADDRESS  
P.O. Box 628, Galveston, TX 77553  
CITY, STATE ZIP CODE

The Galveston County Daily News  
REMIT ADDRESS  
P.O. Box 628, Galveston, TX 77553  
CITY, STATE ZIP CODE

74-1564375  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

(409) 683-5200  
TELEPHONE NUMBER

(409) 744-7679  
FAX NUMBER

ADDENDUM'S RECEIVED #1 X #2      #3

LINE ITEM DETAIL

NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS

BID #: B132015  
OPEN: 08/15/2013  
2:00 PM

VENDOR II

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91571	NEWSPAPER PUBLISHED WEEKLY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED	1	EA		\$ 23.00	\$ *
0002	91571	NEWSPAPER PUBLISHED DAILY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED	1	EA		\$ 23.00	\$ *

Extended Price Total of all Item \$ see below\*

\* The County may choose the total amount of advertising column in news newspaper to publish the many unique sizes of legal advertisements to be run, unless of course, the law mandates a specific size. In both scenarios just multiply the unit price by the total column inch size needed.



**UNITED STATES  
POSTAL SERVICE®**

**Statement of Ownership, Management, and Circulation  
(All Periodicals Publications Except Requester Publications)**

1. Publication Title  The Galveston County Daily News	2. Publication Number						3. Filing Date  10/01/12
	2	1	3	4	-	0 0	
4. Issue Frequency  Daily	5. Number of Issues Published Annually  365						6. Annual Subscription Price  \$168.00
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®)  8522 Teichman Rd., Galveston, TX 77554						Contact Person  Yvonne Mascorro Telephone (Include area code) (409) 683-5264	

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)  
  
8522 Teichman Rd., Galveston, TX 77554

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)  
Publisher (Name and complete mailing address)

Patrick Graham, P.O. Box 628, Galveston, TX 77553

Editor (Name and complete mailing address)

Heber Taylor, P.O. Box 628, Galveston, TX 77553

Managing Editor (Name and complete mailing address)

Michael Smith, P.O. Box 628, Galveston, TX 77553

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
Galveston Newspapers, Inc.	P.O. Box 628, Galveston, TX 77553
Walls Publications, LTD	5701 Woodway Dr. Ste. 300, Houston, TX 77057
Martha Ann Walls Management Trust	5701 Woodway Dr. Ste. 300, Houston, TX 77057
Lissa W. Vahldiek	5701 Woodway Dr. Ste. 300, Houston, TX 77057

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box  None

Full Name	Complete Mailing Address

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)  
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:  
 Has Not Changed During Preceding 12 Months  
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title  
**The Galveston County Daily News**

14. Issue Date for Circulation Data Below  
 09/16/12

15. Extent and Nature of Circulation		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies ( <i>Net press run</i> )		22,539	24,481
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	166	191
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	0	0
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	19,746	21,930
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®)	0	0
c. Total Paid Distribution ( <i>Sum of 15b (1), (2), (3), and (4)</i> )		19,912	22,121
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541	1	1
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541		
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)		
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	554	629
e. Total Free or Nominal Rate Distribution ( <i>Sum of 15d (1), (2), (3) and (4)</i> )		555	630
f. Total Distribution ( <i>Sum of 15c and 15e</i> )		20,467	22,751
g. Copies not Distributed ( <i>See Instructions to Publishers #4 (page #3)</i> )		2,072	1,730
h. Total ( <i>Sum of 15f and g</i> )		22,539	22,481
i. Percent Paid ( <i>15c divided by 15f times 100</i> )		87%	93%

16. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed in the 10/01/12 issue of this publication.  Publication not required.

17. Signature and Title of Editor, Publisher, Business Manager, or Owner

Date  
 09/25/12

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

Certified Audit



of Circulations

# Newspaper Audit Report

## GALVESTON COUNTY DAILY NEWS

Monday through Saturday and Sunday

TEXAS CITY (GALVESTON COUNTY) TEXAS

### TOTAL AVERAGE CIRCULATION FOR THE TWENTY-FOUR MONTH PERIOD ENDED MARCH 31, 2012

TYPE OF PUBLICATION: General Newspaper  
 FREQUENCY: Daily & Sunday  
 LOCATION: Texas City, Texas  
 PUBLISHED BY: Galveston Newspapers, Inc.  
 ESTABLISHED: 1842  
 Email: yvonne.mascorro@galvnews.com  
 Web: www.galvnews.com

CONTACT INFORMATION:  
 7800 Emmett F Lowry Expressway  
 Texas City, Texas 77591  
 Tel: (409) 683-5200  
 Fax: (409) 683-5344  
 Patrick Graham, Publisher  
 John Flowers, Advertising Director  
 Yvonne Mascorro, Circulation Director

### CIRCULATION DATA

1. TOTAL AVERAGE DISTRIBUTION	Daily		Sunday		E-Edition		E-Edition	
	Mon-Sat	%		%	Daily	%	Sunday	%
<b>A. Paid</b>								
1) Home Delivery	15,127	64.7	15,486	65.2	1,591	100.0	1,590	100.0
2) Mail Subscriptions	171	0.7	210	0.8	-	-	-	-
3) Single Copy Sales	3,960	16.9	4,519	19.0	-	-	-	-
4) Employee Copies	225	1.0	225	1.0	-	-	-	-
5) Newspapers in Education	347	1.5	-	-	-	-	-	-
7) Bulk	437	1.9	458	1.9	-	-	-	-
<b>Subtotal Paid Circulation</b>	<b>20,267</b>	<b>86.7</b>	<b>20,898</b>	<b>87.9</b>	<b>1,591</b>	<b>100.0</b>	<b>1,590</b>	<b>100.0</b>
<b>B. Other Paid (sold at less than 50%)</b>								
1) Home Delivery	-	-	-	-	-	-	-	-
2) Event Sales	-	-	-	-	-	-	-	-
3) Newspapers in Education	-	-	-	-	-	-	-	-
4) Bulk Sales	488	2.1	540	2.3	-	-	-	-
<b>Subtotal Other Paid</b>	<b>488</b>	<b>2.1</b>	<b>540</b>	<b>2.3</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Paid Circulation</b>	<b>20,755</b>	<b>88.8</b>	<b>21,438</b>	<b>90.2</b>	<b>1,591</b>	<b>100.0</b>	<b>1,590</b>	<b>100.0</b>
<b>C. Unpaid Circulation</b>								
1) Home Delivery	-	-	-	-	-	-	-	-
2) Mail	-	-	-	-	-	-	-	-
3) Residential Bulk	-	-	-	-	-	-	-	-
4) Non-Residential Bulk	-	-	-	-	-	-	-	-
5) Samples	481	2.1	370	1.6	-	-	-	-
<b>Total Unpaid Circulation</b>	<b>481</b>	<b>2.1</b>	<b>370</b>	<b>1.6</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>D. Total Average Circulation</b>	<b>21,236</b>	<b>90.9</b>	<b>21,808</b>	<b>91.8</b>	<b>1,591</b>	<b>100.0</b>	<b>1,590</b>	<b>100.0</b>
All Other Copies (Returns)	2,141	9.1	1,951	8.2				
All Other Copies (Service, Files)	-	-	-	-				
<b>Net Press Run</b>	<b>23,377</b>	<b>100.0</b>	<b>23,759</b>	<b>100.0</b>				

WEB SITE USAGE:	
Total Activity	April 1, 2010-March 31, 2012
Page Impressions	71,986,053
Visits	20,561,143
Average Daily Activity	
Average Unique Browsers	22,035
Source: Google Analytics	

2. Average circulation and distribution for the three year period ending with this report.

Mon-Sat

<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2009	21,836	259	22,095
09-30-2009	21,934	287	22,222
12-31-2009	21,674	641	22,315
03-31-2010	21,687	259	21,946
06-30-2010	21,544	359	21,903
09-30-2010	20,894	359	21,253
12-31-2010	21,015	724	21,740
03-31-2011	20,966	341	21,307
06-30-2011	20,607	316	20,923
09-30-2011	20,459	299	20,757
12-31-2011	20,233	842	21,075
03-31-2012	20,336	605	20,941

Sunday

<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2009	21,986	721	22,707
09-30-2009	21,956	593	22,549
12-31-2009	21,819	876	22,695
03-31-2010	21,692	721	22,412
06-30-2010	21,563	359	21,922
09-30-2010	21,168	359	21,527
12-31-2010	21,125	361	21,486
03-31-2011	21,292	311	21,604
06-30-2011	21,500	267	21,767
09-30-2011	21,757	284	22,040
12-31-2011	21,205	441	21,646
03-31-2012	21,896	575	22,471

E-Edition/Daily

<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2009	50	-	50
09-30-2009	39	-	39
12-31-2009	44	-	44
03-31-2010	54	-	54
06-30-2010	1,577	-	1,577
09-30-2010	1,579	-	1,579
12-31-2010	1,585	-	1,585
03-31-2011	1,582	-	1,582
06-30-2011	1,587	-	1,587
09-30-2011	1,592	-	1,592
12-31-2011	1,603	-	1,603
03-31-2012	1,625	-	1,625

E-Edition/Sun

<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2010	1,577	-	1,577
09-30-2010	1,579	-	1,579
12-31-2010	1,585	-	1,585
03-31-2011	1,582	-	1,582
06-30-2011	1,587	-	1,587
09-30-2011	1,585	-	1,585
12-31-2011	1,602	-	1,602
03-31-2012	1,624	-	1,624

### 3. Publisher's policy, subscription rates, other information concerning report

Policy is to publish a daily and Sunday general newspaper printed in photo offset and broadsheet size.

Subscription Rates: Single copy: 75 cents - Daily; \$1.50 - Sunday

#### Carrier Home Delivery

Monday through Sunday: \$14.00 for 1 month; \$42.00 for 3 months; \$84.00 for 6 months; \$168.00 for 1 year.

Monday through Friday: \$11.75 for 1 month; \$35.25 for 3 months; \$70.50 for 6 months; \$141.00 for 1 year.

Friday, Saturday & Sunday: \$9.75 for 1 month; \$29.25 for 3 months; \$58.50 for 6 months; \$117.00 for 1 year.

Sunday only: \$7.75 for 1 month; \$23.25 for 3 months; \$46.50 for 6 months; \$93.00 for 1 year.

#### Mail Delivery

Monday through Sunday: \$25.00 for 1 month; \$75.00 for 3 months; \$150.00 for 6 months; \$300.00 for 1 year.

Friday, Saturday & Sunday: \$14.00 for 1 month; \$42.00 for 3 months; \$84.00 for 6 months; \$168.00 for 1 year.

Sunday only: \$11.25 for 1 month; \$33.75 for 3 months; \$67.50 for 6 months; \$135.00 for 1 year.

E-Edition: \$8.00 for 1 month; \$24.00 for 3 months; \$48.00 for 6 months; \$96.00 for 1 year.

The following adjustments were made in the average circulation as shown in the publisher's statements for the period audited:

Monday through Saturday: 488 Bulk copies were moved from PAID to OTHER PAID

Sunday: 370 Bulk copies were moved from PAID to OTHER PAID

### 4. Explanatory/additional data

Unpaid Samples (Item 1C5) - A single copy which is normally rubber-banded or plastic wrapped and delivered at the entrance door, yard, or driveway of a single family dwelling; or a single copy placed at the entrance door of an individual unit in apartment and condominium buildings and row houses.

### 5. Field verification of publisher's delivery system

CAC's bylaws do not require verification of carrier delivery by field verification for this paper since unpaid and/or voluntary/optional paid carrier single copies are less than 10% of the total circulation.

We have examined the records of the publication(s) for the period stated. Our examination was made in accordance with the Corporation's bylaws, rules and regulations, and auditing standards, and accordingly, include such tests of the accounting and circulation records and such auditing procedures as we considered necessary in the circumstances. In our opinion, this report presents fairly the circulation of the publication(s) for the period indicated.

6. One day distribution in county, town and zip code, including occupied households, for the single issue of  
FRIDAY, MARCH 30, 2012

GALVESTON County, TX	Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
DICKINSON	77539	13,912	1,124	-	432	2	84	150	50	1,842	1,654	11.89
FRIENDSWOOD	77546	16,614	336	-	159	-	-	-	0	495	445	2.68
GALVESTON	77550	9,972	1,799	-	1,068	13	82	25	20	3,007	2,701	27.08
GALVESTON	77551	7,007	1,954	-	728	15	210	397	50	3,354	3,012	42.99
GALVESTON	77554	3,935	1,016	-	344	19	14	475	50	1,918	1,723	43.78
HITCHCOCK	77563	3,641	858	-	224	24	91	-	50	1,247	1,120	30.76
LA MARQUE	77568	5,418	1,114	-	524	15	55	20	50	1,778	1,597	29.47
LEAGUE CITY	77573	25,444	1,734	-	474	24	52	-	179	2,463	2,212	8.69
PORT BOLIVAR	77650	872	121	-	117	15	40	18	20	331	297	34.09
SANTA FE	77510	5,071	1,498	-	279	4	77	-	50	1,908	1,714	33.79
TEXAS CITY	77590	11,124	2,316	-	983	22	188	200	30	3,739	3,358	30.19
TEXAS CITY	77591	5,064	957	-	288	72	15	-	50	1,382	1,241	24.51
Total GALVESTON County, TX		108,074	14,827	-	5,620	225	908	1,285	599	23,464	21,074	

Miscellaneous County, zz	Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
Various	99999	0	-	180	-	-	-	-	0	180	162	0.00
Total Miscellaneous County, zz		-	-	180	-	-	-	-	-	180	162	
Total Circulation			14,827	180	5,620	225	908	1,285	599	23,644	21,236	
								Miscellaneous				
								All Other Copies			2,141	
								Net Press Run		23,644	23,377	

Circulation analysis by zip code reflects gross figures  
Source: Datasheer, LLC: USA Zip Code Database 2012

6. One day distribution in county, town and zip code, including occupied households, for the single issue of  
SUNDAY, MARCH 25, 2012

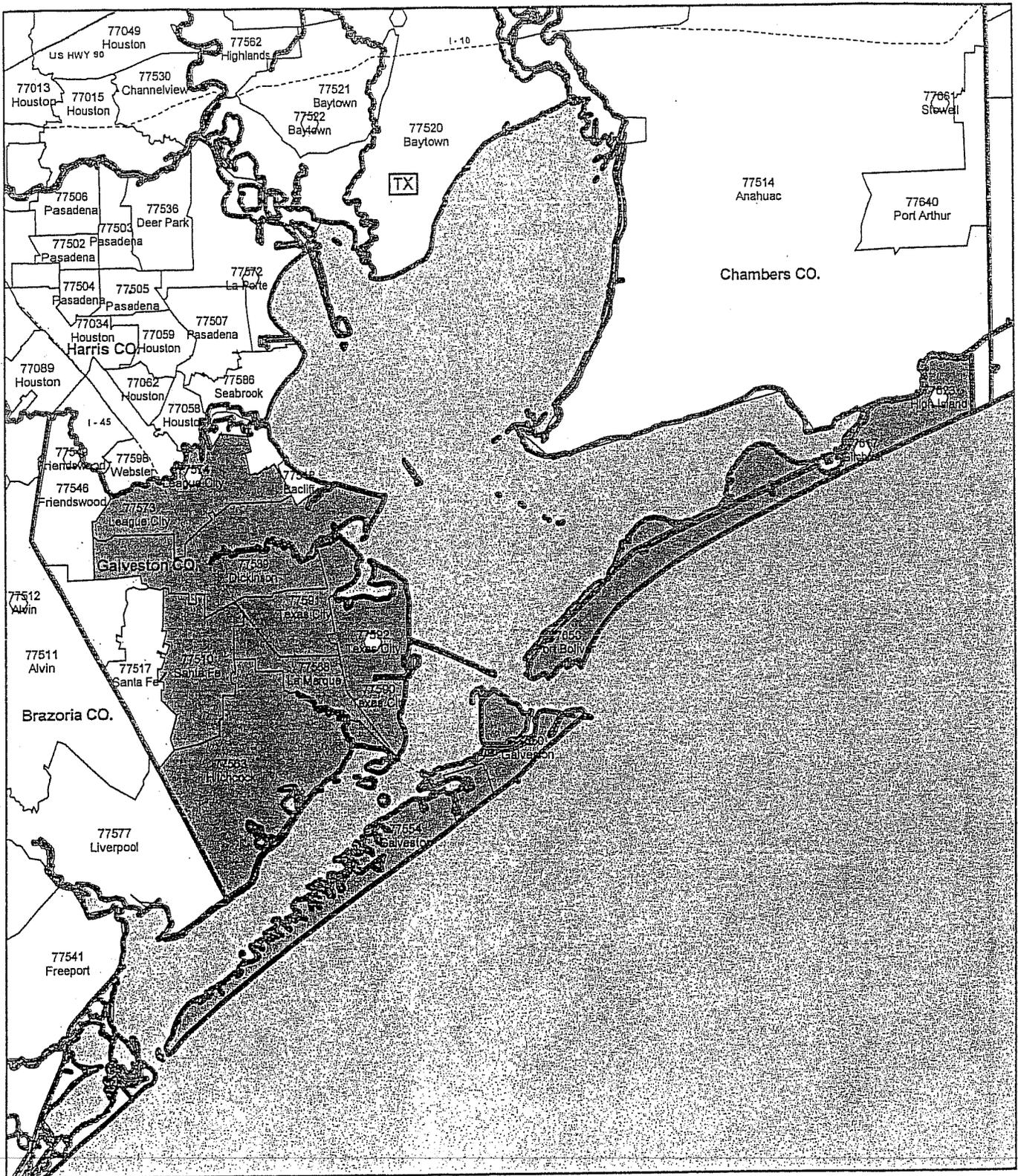
GALVESTON County, TX	Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
DICKINSON	77539	13,912	1,152	-	499	2	-	150	50	1,853	1,693	12.17
FRIENDSWOOD	77546	16,614	326	-	147	-	-	-	0	473	432	2.60
GALVESTON	77550	9,972	1,768	-	855	13	-	12	50	2,698	2,465	24.72
GALVESTON	77551	7,007	2,051	-	1,197	15	-	587	50	3,900	3,563	50.85
GALVESTON	77554	3,935	971	-	509	19	-	432	50	1,981	1,810	46.00
HITCHCOCK	77563	3,641	866	-	234	24	-	-	50	1,174	1,073	29.46
LA MARQUE	77568	5,418	1,116	-	557	15	-	20	50	1,758	1,606	29.65
LEAGUE CITY	77573	25,444	1,758	-	616	24	-	-	179	2,577	2,355	9.25
PORT BOLIVAR	77650	872	127	-	144	15	-	18	0	304	278	31.85
SANTA FE	77510	5,071	1,525	-	388	4	-	-	50	1,967	1,797	35.44
TEXAS CITY	77590	11,124	2,412	-	972	22	-	225	50	3,681	3,363	30.23
TEXAS CITY	77591	5,064	896	-	263	72	-	-	50	1,301	1,189	23.47
Total GALVESTON County, TX		108,074	14,968	-	6,401	225	-	1,444	629	23,667	21,624	

Miscellaneous County, zz	Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
Various	99999	0	-	201	-	-	-	-	0	201	184	0.00
Total Miscellaneous County, zz		-	-	201	-	-	-	-	-	201	184	

Total Circulation	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
	14,968	201	6,401	225	-	1,444	629	23,868	21,808	
Miscellaneous										
All Other Copies									1,951	
Net Press Run								23,868	23,759	

Circulation analysis by zip code reflects gross figures  
Source: Datasheer, LLC: USA Zip Code Database 2012

GALVESTON COUNTY DAILY NEWS



Publication

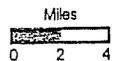
▣ Counties



Galveston County Daily News

— US Highways

--- Interstate Highways



Member #578

Certified Audit

**CAC**

of Circulations

**Newspaper Publisher's Statement**  
**GALVESTON COUNTY DAILY NEWS**

Monday through Saturday and Sunday

TEXAS CITY (GALVESTON COUNTY) TEXAS

**TOTAL AVERAGE CIRCULATION FOR THE SIX MONTH PERIOD ENDED SEPTEMBER 30, 2012**

TYPE OF PUBLICATION: General Newspaper  
 FREQUENCY: Daily & Sunday  
 LOCATION: Texas City, Texas  
 PUBLISHED BY: Galveston Newspapers, Inc.  
 ESTABLISHED: 1842  
 Email: yvonne.mascorro@galvnews.com  
 Web: www.galvnews.com

CONTACT INFORMATION:  
 7800 Emmett F Lowry Expressway  
 Texas City, Texas 77591  
 Tel: (409) 683-5200  
 Fax: (409) 683-5344  
 Patrick Graham, Publisher  
 John Flowers, Advertising Director  
 Yvonne Mascorro, Circulation Director

**CIRCULATION DATA**

	Mon-Sat 20,420	%	Sunday 22,262	%
<b>1. TOTAL AVERAGE DISTRIBUTION</b>				
<b>A. Paid</b>				
1) Home Delivery	14,423	70.6	14,945	67.1
2) Mail Subscriptions	157	0.8	193	0.9
3) Single Copy Sales	3,443	16.9	4,657	20.9
4) Employee Copies	225	1.1	225	1.0
5) Newspapers in Education	245	1.2	-	-
6) Bulk	1,191	5.8	1,464	6.6
7) E-Edition	136	0.7	136	0.6
<b>Subtotal Paid Circulation</b>	<b>19,820</b>	<b>97.1</b>	<b>21,620</b>	<b>97.1</b>
<b>B. Other Paid (sold at less than 50%)</b>				
1) Home Delivery	-	-	-	-
2) Single Copy Sales	-	-	-	-
3) Newspapers in Education	-	-	-	-
4) Bulk	-	-	-	-
<b>Subtotal Other Paid</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Paid Circulation</b>	<b>19,820</b>	<b>97.1</b>	<b>21,620</b>	<b>97.1</b>
<b>C. Unpaid Circulation</b>				
1) Home Delivery	-	-	-	-
2) Mail	-	-	-	-
3) Residential Bulk	-	-	-	-
4) Non-Residential Bulk	-	-	-	-
5) Samples	600	2.9	642	2.9
<b>Total Unpaid Circulation</b>	<b>600</b>	<b>2.9</b>	<b>642</b>	<b>2.9</b>
<b>D. Total Average Circulation</b>	<b>20,420</b>	<b>100.0</b>	<b>22,262</b>	<b>100.0</b>
<b>E. Total Average Printed Circulation</b>	<b>20,284</b>	<b>91.1</b>	<b>22,126</b>	<b>91.5</b>
All Other Copies (Returns)	1,991	8.9	2,049	8.5
All Other Copies (Service, Files)	-	-	-	-
<b>Net Printed Press Run</b>	<b>22,275</b>	<b>100.0</b>	<b>24,175</b>	<b>100.0</b>

2. Average circulation and distribution by quarter:

<u>E-Edition/Daily</u>			
<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2012	131	-	131
09-30-2012	141	-	141

<u>E-Edition/Sun</u>			
<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2012	131	-	131
09-30-2012	141	-	141

<u>Mon-Sat</u>			
<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2012	19,627	599	20,226
09-30-2012	19,740	601	20,341

<u>Sunday</u>			
<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2012	21,280	641	21,921
09-30-2012	21,687	643	22,330

3. Publisher's policy, subscription rates, other information concerning report

Policy is to publish a daily and Sunday general newspaper printed in photo offset and broadsheet size.

Subscription Rates: Single copy: 75 cents - Daily; \$1.50 - Sunday

Carrier Home Delivery

Monday through Sunday: \$14.00 for 1 month; \$42.00 for 3 months; \$84.00 for 6 months; \$168.00 for 1 year.  
 Monday through Friday: \$11.75 for 1 month; \$35.25 for 3 months; \$70.50 for 6 months; \$141.00 for 1 year.  
 Friday, Saturday & Sunday: \$9.75 for 1 month; \$29.25 for 3 months; \$58.50 for 6 months; \$117.00 for 1 year.  
 Sunday only: \$7.75 for 1 month; \$23.25 for 3 months; \$46.50 for 6 months; \$93.00 for 1 year.

Mail Delivery

Monday through Sunday: \$25.00 for 1 month; \$75.00 for 3 months; \$150.00 for 6 months; \$300.00 for 1 year.  
 Friday, Saturday & Sunday: \$14.00 for 1 month; \$42.00 for 3 months; \$84.00 for 6 months; \$168.00 for 1 year.  
 Sunday only: \$11.25 for 1 month; \$33.75 for 3 months; \$67.50 for 6 months; \$135.00 for 1 year.

E-Edition: \$8.00 for 1 month; \$24.00 for 3 months; \$48.00 for 6 months; \$96.00 for 1 year.

4. Explanatory/additional data

Unpaid Samples (Item 1C5) - A single copy which is normally rubber-banded or plastic wrapped and delivered at the entrance door, yard, or driveway of a single family dwelling; or a single copy placed at the entrance door of an individual unit in apartment and condominium buildings and row houses.

5. Field verification of publisher's delivery system

CAC's bylaws do not require verification of carrier delivery by field verification for this paper since unpaid and/or voluntary/optional paid carrier single copies are less than 10% of the total circulation.

Notice to users of this statement - This unaudited Publisher's Statement has been compared with the previous Audit Report. It will be included in the next Annual Audit conducted by Certified Audit of Circulations, Inc.

# DEADLINES

## CLOSING TIMES

### RETAIL AND CLASSIFIED DISPLAY

All advertising space reservations and copy must meet the following deadlines to ensure publication on the day specified:

PUBLICATION DAY	SPACE DEADLINE	COPY DEADLINE
MONDAY.....	Thursday - noon.....	Thursday - 4 p.m.
TUESDAY.....	Friday - 10 a.m. ....	Friday - 4 p.m.
WEDNESDAY.....	Monday - 10 a.m. ....	Monday - 4 p.m.
THURSDAY.....	Tuesday - 10 a.m. ....	Tuesday - 4 p.m.
FRIDAY.....	Wednesday - 10 a.m.....	Wednesday - 4 p.m.
SATURDAY.....	Wednesday - noon.....	Wednesday - 4 p.m.
SUNDAY.....	Thursday - 10 a.m.....	Thursday - 4 p.m.

### RESERVATION and CANCELLATION FEES

The Daily News does not accept advertising based on condition of placement or cancel status. Representatives of The Daily News cannot guarantee placement and are not authorized to accept advertising on this basis.

Advertising reservations canceled after 4 p.m. the day prior to press day will result in a space charge of 50% to the advertiser at the contract or reserved rate.

HR02383  
SALFICH LEASC

UNITED STATES POSTAL SERVICE  
OFFICIAL CLASSIFICATION RECORDS AND AUTHORIZATIONS SYSTEM  
PERIODICALS PUBLICATIONS BY POST OFFICE  
RESTRICTED INFORMATION

DATE: 05/15/2007  
TIME: 19:26  
PAGE: 25

POST OFFICE: GALVESTON, TX 77553

DIST: HOUSTON DISTRICT

TITLE OF PUBLICATION

USPS NO. ISSN TYPE PUB. SEC. TYPE ADV RATES

GALVESTON/NEWS DAILY  
FREQUENCY: DAILY

215-100 97388047 GENERAL 707.6.1 GENERAL 707.1.3.0



Galveston Bob Lyons Station  
Galveston, Texas 77551-9998

UNITED STATES  
POSTAL SERVICE

---

August 15, 2013

Re: Authorizations for Periodical Publication

Our records indicate that Galveston Daily News is authorized to mail at the periodical rate of postage. The effective date of the authorization was July 1, 1972 as indicated on the attached authorization form. The Periodical permit number 213-400 is current as indicated by the attached authorization form.

Sincerely,

A handwritten signature in cursive script, appearing to read "Glenda M. Gillis".

Glenda M. Gillis  
Manager, CSO  
Galveston Bob Lyons Station  
409-740-0037

---

REF: GMG  
5826 BROADWAY STREET  
GALVESTON, TEXAS 77551-9998  
409-740-0037

RECEIVED  
SALISBURY

UNITED STATES POSTAL SERVICE  
OFFICIAL CLASSIFICATION RECORDS AND AUTHORIZATIONS SYSTEM  
PERIODICALS PUBLICATIONS BY POST OFFICE  
RESTRICTED INFORMATION

DATE: 05/15/07  
TIME: 14:13  
PAGE: 02

POST OFFICE: SALVESTON, TX 77555

LIST: HOUSTON DISTRICT

TITLE OF PUBLICATION

USPS NO. ISSN TYPE PUB. SER. TYPE ADM. METRS

GALVESTON/NEWS DAILY  
FREQUENCY: DAILY

213-400 0738897 GENERAL 007,6.1 GENERAL 007,1.1.0



[Feedback](#) | [Personal Profile](#) | [Logout](#)

Periodicals - View Publication

BMEU

USPS Publication Number:213400

Message Center

Publication Title:GALVESTON/NEWS DAILY

Account Management

Status:AUTHORIZED

Status Date:07/01/1972

Balance and Fees

Publisher Name:

Address Lines 1 and 2:

Customer Assistance

Address City: State: ZIP Code:

Standardize Address:No

Dashboard

ISSN:07388047

Reports

Frequency Description:

DAILY	▲
	▼

Transactions

Select Acceptance Unit

Number of Issues Yearly:365

Contact Name:

Unpaid Mail (Update)

Contact Address Lines 1 and 2:

Contact Address City: State: ZIP Code:

Unpaid Mail (Add Item)

Standardize Contact Address:No

Contact Phone:

Nonprofit

Contact E-Mail:

Advertising Permitted:General

DMM Authorizing Section:General Publication

Organization:

BMEU Admin

DMM Rates Section:In-County

Certification Tool

Class Field:General or Foreign - Others 4x Week or More

Frequent

Five Day Delivery

Government Publication:No

Location Admin

Authorized Date:07/01/1972

Effective Date:07/01/1972

MERLIN Admin

Preferred Price Effective Date:

Review Date:

Application Date:

BRM

Reentry Date:

Specialist Initials:P F

Message Center

Centralized Acceptance PO:No

Remarks:

Account Management

	▲
	▼

Customer Assistance





[Personal Profile](#) | [Logout](#) |

Restricted Information

[Account Search](#) > Customer Assistance

Today's Date: 08/15/2013

**Company Information**

Company: GALVESTON DAILY NEWS

Address: PO BOX 628

GALVESTON, TX 77553-0628

CRID: 2560940

Contact: YVONNE MASCORRO

Phone: (409) 683-5264

Finance 48-3380

Number:

Rate Code: 200 General Publication

Other n/a

Authorizations:

**Account Information**

[Click here to manage additional addresses, mailing agents and contacts](#)

[Click here to enter Check Capture](#)

Permit: PE 213400

ISSN No: 8096

Account Number: 108328

Balance: \$11,271.98

Issue Date: Unknown

Cancel Date:

Status: ACTIVE

Cancel Code:

Last Mailing Date: 08/14/2013

Comments:

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**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

**SPECIAL NOTE:**

The Special Provision section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

**1. Intent**

It is the intent of Galveston County to contract with one (1) or more newspapers to publish legal notices and other advertisements as specified herein.

**2. Definitions:**

*Publish:* To make public; to circulate; to make known to people in general. To issue; to put into circulation. An advising of the public or making known of something to the public for a purpose.

*Weekly:* Published once a week.

*Daily:* Published at least five (5) times a week.

**3. Specifications:**

Vendor's newspaper must comply with all applicable statutes regarding the publishing of legal notices and advertisements required by county governments in the State of Texas. In addition, the newspaper must meet the requirements of Section 2051.044, Texas Government Code:

- General circulation in Galveston County;
- Devote not less than 25 percent of your total column lineage to general interest items;
- Publish at least once each week;
- Entered as periodicals-class postal matter (formerly known as second-class postal matter) in the County where published and;
- Published regularly and continuously for at least 12 months before Galveston County publishes the notice.

**4. Term of Contract**

The primary term of the contract will commence on the date of execution of the contract and terminate three (3) years thereafter. Contractor grants to County the unilateral right to exercise two (2), one (1) year options to renew this contract. An option to renew may be exercised only if all terms and conditions, other than the contract period being extended, remain unchanged and in full force and effect. Each renewal is to be executed in the form of a Modification/Change Order to the contract extending the contract period. The County must exercise an option to renew not earlier than thirty (30) days before expiration of the contract or the renewal period and not later than the final day of the contract or the renewal period. An option to renew may not cover more than one year, and the total period of this contract, including the primary term and all extensions, may not exceed a maximum combined period of five (5) years.

**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

**5. Required Documentation:**

All bidders must submit, with bid, the following documentation. Failure to comply with this requirement in its entirety may result in bid disqualification.

- Current Statement of Ownership, Management and Circulation filed with the United States Postal Services.
- US Postal Service Authorization for periodicals mailing privileges.
- Circulation Data categorized by zip code for calendar year 2012.
- Initialized Special Provisions pages 12-16. (*see bottom of each page*)

**6. Legal Rate of Publication:**

Texas Government Code 2051.045 Legal Rate Charged: The legal rate for publication of a notice shall be the lowest published rate for classified advertising of that newspaper.

**7. Invoices:**

- All invoices for publications must be accompanied by an affidavit of the publisher, under oath, that states the rate charged, certifies that the rate charged is the newspaper's lowest rate for classified advertising, and certifies the number and dates of the publication. All invoices must also be accompanied by an original clipping of the published notice.
- Publications which are incorrect or incomplete due to vendor error, shall be republished in their entirety at no charge to the County, or if no longer needed, the original incorrect publication will not be invoiced nor paid.

**8. Disclaimer:**

Galveston County reserves the right to utilize other additional publications (newspapers, etc.) when ordered by the Galveston County Commissioners' Court or directed by statute.

**9. Bid Award:**

Awarding of contract will be made as prescribed by the County Purchasing Act, Section 262.027 Texas Local Government Code. The Galveston County Commissioners' Court may award a contract in the following manner:

- **Newspaper Published Weekly:**  
If a weekly publisher is the low bidder, the Galveston County Commissioners' Court reserves the right to award a separate contract to low bid daily publication provider for only those notices that are required by Statute to be published in a daily publication.

**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

**10. Bidder Shall Complete the Following:**

**Section 1: Newspaper Published Weekly:**

A. Is newspaper published at least once a week?

Yes \_\_\_\_\_ No \_\_\_\_\_

Publication Deadline: \_\_\_\_\_

B. Entered as periodicals-class postal matter (formerly known as second-class postal matter) in the county where published?

Yes \_\_\_\_\_ No \_\_\_\_\_

Periodicals-Class Mailing Permit

Number: \_\_\_\_\_

C. Devoting not less than twenty-five percent (25%) of total column lineage to the carrying of items of general interest?

Yes \_\_\_\_\_ No \_\_\_\_\_

D. Published regularly and continuously for not less than twelve months?

Yes \_\_\_\_\_ No \_\_\_\_\_

E. Legal Notice Publication Rate per Column Inch per day published:

\$ \_\_\_\_\_

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**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

**Section 2: Newspaper Published Daily:**

A. Is newspaper published at least five (5) days a week?

Yes \_\_\_\_\_ No \_\_\_\_\_

Publication Deadline: \_\_\_\_\_

B. Entered as periodicals-class postal matter (formally known as second-class postal matter) in the county where published?

Yes \_\_\_\_\_ No \_\_\_\_\_

Periodicals-Class Mailing Permit Number: \_\_\_\_\_

C. Devoting not less than twenty-five percent (25%) of total column lineage to the carrying of items of general interest?

Yes \_\_\_\_\_ No \_\_\_\_\_

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Yes \_\_\_\_\_ No \_\_\_\_\_

E. Legal Notice Publication Rate per Column Inch per day published:

\$ \_\_\_\_\_

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BID #: B132015  
OPEN: 08/15/2013  
2:00 PM

**BID SHEET**

**NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 8.00 \*

OPTIONS TO RENEV 2 Extensions/1 Year Options

  
\_\_\_\_\_

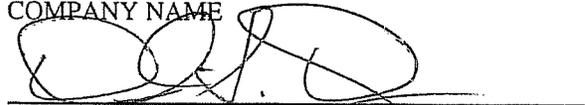
WITNESS

8-7-2013  
\_\_\_\_\_

DATE

D. & V. Day Investments, Inc. DBA: The Post Newspaper

COMPANY NAME

  
\_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S SIGNATURE

David S. Day  
PRINTED NAME

Owner - Publisher  
TITLE

501 - 6th St. North  
CORRESPONDENCE ADDRESS

Texas City, TX 77590  
CITY, STATE ZIP CODE

870709547  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 1686  
REMIT ADDRESS

Texas City, TX 77592  
CITY, STATE ZIP CODE

409-943-4265  
TELEPHONE NUMBER

409-965-0216  
FAX NUMBER

ADDENDUM'S RECEIVED #1  #2  #3

*\* Confidential*

**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

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**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

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- Circulation Data categorized by zip code for calendar year 2012.
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Texas Government Code 2051.045 Legal Rate Charged: The legal rate for publication of a notice shall be the lowest published rate for classified advertising of that newspaper.

**7. Invoices:**

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**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

10. Bidder Shall Complete the Following:

Section 1: Newspaper Published Weekly:

A. Is newspaper published at least once a week?

Yes  No

Publication Deadline: wednesday and Friday at 4pm

B. Entered as periodicals-class postal matter (formerly known as second-class postal matter) in the county where published?

Yes  No

Periodicals-Class Mailing Permit

Number: 9400

C. Devoting not less than twenty-five percent (25%) of total column lineage to the carrying of items of general interest?

Yes  No

D. Published regularly and continuously for not less than twelve months?

Yes  No

E. Legal Notice Publication Rate per Column Inch per day published:

\$ 8.00 \* *Confidential*

*The remainder of this page intentionally left blank*

**SPECIAL PROVISIONS  
NEWSPAPER PUBLICATION OF LEGAL NOTICES  
GALVESTON COUNTY, TEXAS**

**Section 2: Newspaper Published Daily:**

A. Is newspaper published at least five (5) days a week?

Yes\_\_\_\_\_ No\_\_\_\_\_

Publication Deadline:\_\_\_\_\_

B. Entered as periodicals-class postal matter (formally known as second-class postal matter) in the county where published?

Yes\_\_\_\_\_ No\_\_\_\_\_

Periodicals-Class Mailing Permit Number:\_\_\_\_\_

C. Devoting not less than twenty-five percent (25%) of total column lineage to the carrying of items of general interest?

Yes\_\_\_\_\_ No\_\_\_\_\_

D. Published regularly and continuously for not less than twelve months?

Yes\_\_\_\_\_ No\_\_\_\_\_

E. Legal Notice Publication Rate per Column Inch per day published:

\$\_\_\_\_\_

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**AGENDA ITEM #3.**

Akerman

Joseph M. Nixon

Akerman LLP  
1300 Post Oak Boulevard  
Suite 2500  
Houston, TX 77056  
Tel: 713.623.0887  
Fax: 713.960.1527

August 23, 2016

The Honorable Mark Henry  
County Judge  
Galveston County Courthouse  
722 Moody Suite 200  
Galveston, Texas 77550Re: Civil Action No. 3:13-CV-00308; *Honorable Terry Petteway vs. Galveston County, Texas*; in the United States District Court for the Southern District of Texas Galveston Division (JP Redistricting)

Dear Judge Henry:

We are pleased that you have engaged Akerman LLP ("Akerman") to represent you and Galveston County, Texas in the above matter. The Texas Bar recommends written agreements with clients to avoid any possible misunderstanding concerning the terms and scope of the engagement. Accordingly, a copy of our standard agreement outlining the basis of our representation is enclosed for your review. If there are questions concerning the agreement, please give us a call.

Although we will use our best efforts to strive to represent you effectively, we cannot guarantee success and payment of our billing is not contingent upon the outcome of this matter or the results obtained. Please let us know if there are ever any questions concerning our billing or the basis of our charges. We expect our clients to be completely satisfied with the reasonableness of our charges as well as the quality of our services.

We will attempt to keep you closely advised of the progress of this matter. However, you should feel free to contact us at any time with your questions and comments.

We appreciate your confidence in our firm and look forward to working with you.

Sincerely,

AKERMAN LLP

  
\_\_\_\_\_  
Joseph M. Nixon

## AGREEMENT FOR LEGAL SERVICES

Date: August 23, 2016

Akerman LLP ("Akerman") agrees to provide legal services to Galveston County, Texas and Honorable Mark Henry ("Client") on the following terms and conditions:

1. Scope of Engagement. In the defense and prosecution of appeals of County Judge Mark Henry and or/Galveston County in the referenced litigation.
2. Staffing. Primary responsibility for this engagement will initially be assumed by Joseph M. Nixon, Trey Trainor, Terry Adams and Nick Stepp. Other attorneys and legal assistants may also be assigned to this matter. Staffing will depend primarily on the judgment of Akerman as to the experience and expertise required to properly discharge its professional responsibilities.
3. Fees. In charging for its services, Akerman will consider all of the factors outlined in the Rules of Professional Conduct which govern Texas lawyers. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, any time limitations imposed under the circumstances, the amount involved and the results obtained. The time required to perform services is recorded and internal hourly rates are applied to the recorded time in the billing process. Current rates for lawyers are \$365.00 per hour. These rates are subject to periodic adjustment. The current hourly rate for Joseph M. Nixon, Terry Adams, Trey Trainor and Nick Stepp are \$365.00. Actual billings will be based upon Akerman's judgment as to a reasonable fee for the services rendered, which may require that the bill be adjusted upward or downward from the recorded time value of the services based upon the factors noted above. In the event that attorney's fees in excess of our actual billings are awarded by the court or included in a settlement, it is agreed that, in addition to the amount you are obligated to pay, Akerman will be entitled to recover the amount of such excess from the opposing party.
4. Costs. Expenses (such as travel, lodging, meals, telephone tolls, witness fees, deposition transcripts, court costs, photocopying, postage, computerized legal research, staff overtime, courier services, filing fees, expert charges, audit letter responses, etc.) will be separately itemized on Akerman's statements. Certain cost bills may be forwarded to Client for payment directly to the vendor. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Akerman.
5. Submission and Payment of Statements. Akerman generally submits statements for services rendered and costs advanced on a monthly basis. Statements are to be paid in full within 30 days after receipt. [Any statement not paid when due will, at Akerman's option, bear a late charge at the rate of 1 1/2% per month for each month the statement remains unpaid.] In the event that any statement is not paid in full within 30 days, Akerman will have the option to withdraw from this representation and you hereby consent to withdrawal under those conditions. Further, a failure to question or object to any charges within 30 days after receipt of a statement will constitute Client's agreement to the statement as presented.
6. [Retainer. It is normal practice for Akerman to require a retainer when undertaking new representation. In this instance, Akerman agrees to waive that requirement, but reserves the future right to require a retainer depending upon the scope of services anticipated.]
7. It is mutually understood that these services are solely for the benefit of Client.

AKERMAN LLP ("Akerman")

**AGENDA ITEM #4.**

The logo for Akerman, consisting of a solid black square with the word "Akerman" written in white, sans-serif font to its right.

Joseph M. Nixon

Akerman LLP  
1300 Post Oak Boulevard  
Suite 2500  
Houston, TX 77056  
Tel: 713.623.0887  
Fax: 713.960.1527

August 23, 2016

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

Re: Cause No. 14-CV-1289; *Bonnie Quiroga v. Galveston County, Texas*, in the 212<sup>th</sup>  
Judicial District Court of Galveston County, Texas

Dear Judge Henry:

We are pleased that you have engaged Akerman LLP ("Akerman") to represent you and Galveston County, Texas in the above matter. The Texas Bar recommends written agreements with clients to avoid any possible misunderstanding concerning the terms and scope of the engagement. Accordingly, a copy of our standard agreement outlining the basis of our representation is enclosed for your review. If there are questions concerning the agreement, please give us a call.

Although we will use our best efforts to strive to represent you effectively, we cannot guarantee success and payment of our billing is not contingent upon the outcome of this matter or the results obtained. Please let us know if there are ever any questions concerning our billing or the basis of our charges. We expect our clients to be completely satisfied with the reasonableness of our charges as well as the quality of our services.

We will attempt to keep you closely advised of the progress of this matter. However, you should feel free to contact us at any time with your questions and comments.

We appreciate your confidence in our firm and look forward to working with you.

Sincerely,

AKERMAN LLP

A handwritten signature in blue ink, appearing to read "Joseph M. Nixon", written over a horizontal line.

Joseph M. Nixon

akerman.com

{27347885;1}

## AGREEMENT FOR LEGAL SERVICES

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# AGENDA ITEM #5.

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Joseph M. Nixon

Akerman LLP  
1300 Post Oak Boulevard  
Suite 2500  
Houston, TX 77056  
Tel: 713.623.0887  
Fax: 713.960.1527

August 23, 2016

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

Re: Cause No. 15-CV-0583; *The Honorable Lonnie Cox, Local Administrative Judge, Galveston Co. v. The Honorable Mark Henry, County Judge, Galveston County*; in the 56<sup>th</sup> Judicial District Court of Galveston County, Texas

Dear Judge Henry:

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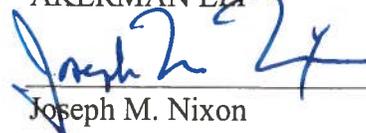
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AKERMAN LLP ("Akerman")

**AGENDA ITEM #6.c.**

**Galveston County  
Tax Levy for the Year 2016**

**Be it Ordered by the Commissioners' Court  
of Galveston County, Texas as Follows:**

**Section I  
Annual Occupation Tax**

**That There Be and is Hereby** levied on and ordered collected from every person, firm, company, corporation or association of persons pursuing, within the limits of the County of Galveston, Texas, the occupation named in the following subdivisions of this Section, an **Annual Occupation Tax** on every such occupation or separate establishment as follows:

Every owner save an owner holding an import license and holding coin-operated machines solely for resale, who exhibits, displays, or who permits to be exhibited or displayed in the State of Texas, County of Galveston, any coin operated machine, shall pay and there is hereby levied as provided in V.T.C.A., Occupations Code Chapter 2153 on each coin operated machine as defined therein, except as are exempt herein, an **Annual State Occupation Tax of Sixty and No/100 Dollars (\$60.00)**.

Gas meters, pay telephones, pay toilets, food vending machines, confection vending machines, beverage vending machines, merchandise vending machines, and cigarette vending machines, which are now subject to an Occupation or Gross Receipts Tax, stamp vending machines and "service coin operated machines" as the term is defined V.T.C.A., Occupations Code §2153.002 are, as pursuant to Article §2153.004, expressly exempt from the tax levied above.

Pursuant to V.T.C.A., Occupations Code Chapter 2153, Subchapter J, from every person, firm, company, corporation or association of persons, pursuing any occupation upon which an occupation Tax is levied by the State of Texas, and upon which a levy of a County Occupation Tax is authorized by law, there is levied on every such occupation or separate establishment, an **Annual Tax** equal in the amount to **one-fourth (1/4) of the Occupation Tax on coin operated machines** levied by the State of Texas thereon.

**Section II**  
**Alcoholic Beverage Tax**

A) Pursuant to §61.36 of the Alcoholic Beverage Code there is hereby levied upon, assessed against, and ordered collected from, each licensee a fee equal to one-half of the State fee for each license, except a temporary or agent's beer license, issued for premises located within Galveston County, Texas.

B) Pursuant to §11.38 of the Alcoholic Beverage Code there is hereby levied upon, assessed against, and ordered collected from each permittee, with the exception of those who are exempt as specified therein, a fee equal to one-half of the State fee for each permit issued for premises located within the County.

**Section III**

**That There Be and Are Hereby** levied and ordered, assessed and collected for the year 2016, on all real and personal property situated, and on all property owned in Galveston County, Texas, on the first day of January, 2016 (except so much thereof as may be exempted by the Constitution and Laws of the State of Texas, and the County, or the United States) the following **Ad Valorem Taxes**:

**(A.) Constitutional Levy - .80 Limit, Article VIII, Section 9 Texas Constitution:**

General Operating Funds – (on the one hundred dollars of valuation)	<b>0.4602086</b>
Debt Service Funds - (on the one hundred dollars of valuation)	<b><u>0.0579626</u></b>
<b>Total Constitutional Levy</b>	<b>0.5181712</b>

**(B.) Special Road Levy – Unlimited, Article III, Section 52, Texas Constitution:**

Debt Service Funds - (on the one hundred dollars of valuation)	<b>0.0240758</b>
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**(C.) Farm to Market Lateral Road/Flood Control - .30 Limit, Article VIII, Section 1-A, Texas Constitution**

General Operating Funds – (on the one hundred dollars of valuation)	<b>0.0057530</b>
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**(D.) Mosquito Control District – .05 Limit Texas Health and Safety Code, Section 344.003**

	<b><u>0.0040000</u></b>
<b>Total Levy</b>	<b>0.5520000</b>

**Section IV  
Road District No. 1**

All Outstanding Bonded Indebtedness for prior years has been paid on **Galveston County Road District No. 1**. It is therefore unnecessary to Levy a Road District Tax on property located within this District for 2016.

**Section V  
Residential Homestead Exemptions**

The various residential homestead exemptions have been adopted by Order of this Court dated June 7, 2016 under Item Number 24C.

**Section VI  
Split Pay Option**

A Split –Payment option of 2016 Ad-Valorem Taxes authorized by V.T.C.A., Tax Code §31.03 was adopted by Order of this Court dated June 7, 2016 under Item Number 24D.

**Section VII  
Tax Freeze**

The tax freeze on the residence homestead of a disabled individual or an individual 65 years of age or older that is authorized pursuant to the authority given it by Article VIII Section 1-b(h) of the Texas Constitution and Tax Code §11.261 was adopted by Order of this Court dated June 20, 2005. This Order may be found in 300-41-2433 of the Commissioners' Court minutes.

**Section VIII  
Section 26.05 Tax Code Statements**

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY n/a% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$n/a (The adopted tax rate will not exceed the effective tax**

rate this year so this paragraph is not applicable.)

**Upon Motion Duly Made and Seconded**, the above foregoing **Tax Levy** and **Orders** are hereby passed by Commissioners' Court meeting on this the 6th day of September, 2016 with \_\_\_\_\_ votes cast in favor thereof and \_\_\_\_\_ votes cast against.

**County of Galveston**

**BY:** \_\_\_\_\_  
**Mark A. Henry, County Judge**

**Attest:**

\_\_\_\_\_  
**Dwight D. Sullivan**  
**County Clerk**