GALVESTON COUNTY, TEXAS

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

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

AGENDA
November 27, 2012 – 9:30 A.M.

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

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

REGULARLY SCHEDULED MEETING

Pledge of Allegiance and Invocation

*1. Submitted by the Auditor's Office:

a. Approval of Accounts Payable Checks dated 11/20/12 and 11/27/12.

b. Order for Payroll period ending 11/21/12 Bi-weekly #24.

c. Internal Audit report of the County Treasurer's office for the period of 8/1/11-7/31/12 with response letter from Kevin Walsh, County Treasurer.

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #23, October 25- November 7, 2012* submitted by Human Resources.

*3. Receive and file *Executed SB 18 Required Documentation of Eminent Authority in Texas Form* submitted by County Legal.

*4. Receive and file *Notice of Settlement of property damage claim of Destin Sims* submitted by County Legal.

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

*6. Consideration of *approval of a check from the Asset Forfeiture account in the amount of $5,625.27 to satisfy the lien and obtain title to the vehicle awarded to Galveston County* submitted by District Attorney.

*7. Receive and file *Phase II MS4 Annual Report Transmittal for Galveston County TPDES Permit Number TXR040364.*

*8. Consideration of *Renewal for Annual Maintenance and Software Support* submitted by the County Clerk.

*9. Consideration of *contract approval for Van Scoyoc Associates, Inc. to provide comprehensive Federal Lobbying Services, $45,900 and authorizing the County Judge to sign all necessary documents* submitted by Professional Services.

*10. Consideration of *the execution of the contract with the Littleton Group for administration of the County's Workers Compensation program* submitted by County Legal.

*11. Consideration of *approval of the following contract:*

a. Statement of Work for Anchour Point Support and Website Build Out Summit 7 submitted by Information Technology.

*12. Consideration for the *approval to renew Maintenance for the following contracts:*

a.	Maintenance and License Fees for Odyssey	Texas Conference of Urban Counties	$ 263,844.00
b.	Software, Hardware, and RVI Maintenance for JP's	Net Data	$ 84,755.00
c.	Maintenance for Badge system for Justice Center	Schnieder Electric	$ 31,632.00
d.	Software Maintenance for Onbase	Edocument Resources	$ 76,840.70
e.	Smartnet Maintenance for Cisco Equipment	INX	$ 71,620.00
f.	IBM Maintenance Renewal	Net Data	$ 12,386.00

*13. Consideration of granting authority to County Judge to sign *Trustee's Deeds on the following tax foreclosed properties*:

CAD#:

a. 1100-0027-0021-000

b. 1100-0032-0003-000

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

Account Number	**Amount**	**Reason**
5562-0003-0024-000	$ 2,594.05	Over Payment
4218-0000-0009-000	$ 7,034.28	Duplicate Payment

15. **County Legal**

a. Consideration of an Order to allow the City of Texas City Industrial Development Corporation to proceed with the financing of a project in Galveston County and conduct a joint public hearing on behalf of Galveston County and the City of Texas City and authorize Judge Henry to approve for federal tax purposes, after the hearing, the issuance of bonds being considered for the NRG Energy, Inc. natural gas fired electric generation peaking facility.

b. Consideration of execution of a Financial Advisory Contract with Louis Pauls & Company for one year (Calendar Year 2013).

c. Consideration of settlement of claim for missing property.

16. **Emergency Management**

a. Consideration of issuing Order Prohibiting Outdoor Burning in All Unincorporated Areas of Galveston County, Texas.

17. **Parks**

a. Consideration of a request to waive a deposit and user permit fee (Facility Permitting Policy, Section 5.1.2) for the Texas Army National Guard, Charlie Company 536BSB, for use of Carbide Park, Wayne Johnson Facility on December 7, 2012.

18. **Professional Services**

a. Consideration of Budget Amendments:

Fiscal Year	Amendment #	Description
2013	**13-011-1127-A**	**Limited Tax County Buildings, Series 2009B** – Request to transfer budget from Animal Resource Center – Various Accounts and Administration – Unallocated Appropriations to Animal Resource Center – Construction Contracts and Administration Cellular Telephone to cover various contract change orders and County Architect's cellular telephone expenditures.
2013	**13-012-1127-B**	**County Engineer** – Request to budget funds received from Dickinson Bayou Watershed Steering Committee for the FY 2013 Budget.

2013	**13-013-1127-C**	**Tax Assessor/Collector** – Request to transfer from General Fund - Budgeted Reserves to fund additional overtime and fringe benefits for the November 6, 2012 election.

19. **Purchasing**

a. Request authorization to purchase one (1) slope mower for Road & Bridge utilizing Cooperative Purchase.

b. Consideration to utilize the Department of Information Resources (DIR) to purchase Smartnet renewal.

c. Consideration and approval of the 2013 Stop Loss Coverage (Reinsurance) renewal for the Galveston County Self-Funded Health Plans.

20. **Tax Assessor and Collector**

a. Request for waiver of penalty and interest:

Name	Account Number	Year	Amount
Rusty Legg	3505-0323-0001-000	2011	$ 67.74
	3505-1039-0001-002	2011	$ 26.95
	8600-0404-0989-005	2011	$ 15.52
Mary Scott-Donaldson	6700-0003-0010-000	2010	$ 426.52
		2011	$ 576.18
Michael D. Cox	8300-5320-0190-007	2007-2011	$ 1,026.33(refund)
		2007-2011	$ 1,575.16(waiver)
Keith Kennedy	6195-0001-0042-000	2011	$ 510.93
Calvin Padgett	2655-0128-0028-000	2007	$ 155.38
		2008	$ 159.29
		2009	$ 164.44
		2010	$ 167.46
		2011	$ 176.15
J. Martin Barrash, M.D.	7313-0002-0045-000	2011	$ 10.86(waiver)
			$ 1,299.48(refund)
Robert J. & Laura Daniel	4275-0000-0068-000	2010	$ 1,312.19
		2011	$ 317.13
	4275-0000-0069-000	2010	$ 35.29
		2011	$ 8.54

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Discussion of revisions to the facility permitting policy to include non park facilities.

Appearances before Commissioners Court

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

***

AGENDA ITEM #1

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I T Systems
LaToya Jordan

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

November 27, 2012

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

- Approval of Accounts Payable Checks dated 11/20/12 and 11/27/12
- Order for Payroll period ending 11/21/12 Bi-weekly #24
- Internal Audit report of the County Treasurer's office for the period of 8/1/11 – 7/31/12 with response letter from Kevin Walsh, County Treasurer

Cliff Billingsley
County Auditor

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000508	**Payee Name: GALVESTON NEWSPAPERS INC**		
300785268	1101151800 - 5493101	Purchasing Agent - Legal Advertising	548 36
300785269	1101151800 - 5493101	Purchasing Agent - Legal Advertising	558 60
		Warrant Total:	**1,106.96**
Warrant #: VW 00361816	**Payee Name: ABL MANAGEMENT INC**		
19011012012	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	19,120 47
		Warrant Total:	**19,120.47**
Warrant #: VW 00361817	**Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL**		
4536784	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00361818	**Payee Name: ACTION PERSONNEL INC**		
102018	1101522020 - 5481000	Parks Department - Contract Service	617 28
102125	1101522020 - 5481000	Parks Department - Contract Service	771 60
102245	1101522020 - 5481000	Parks Department - Contract Service	771 60
102350	1101522020 - 5481000	Parks Department - Contract Service	771 60
		Warrant Total:	**2,932.08**
Warrant #: VW 00361821	**Payee Name: ALERT ALARM BURG AND FIRE PROT INC**		
708760	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00361822	**Payee Name: ALLEGIANCE TITLE COMPANY**		
880491	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00361823	**Payee Name: ALLEN, KAYLA**		
PARK FEES RMB	1101127100 - 5310000	District Attorney - Supplies and Materials	18 50
		Warrant Total.	**18.50**
Warrant #: VW 00361824	**Payee Name: ALVIN EQUIPMENT CO INC**		
IV55503	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	90 00
		Warrant Total:	**90.00**
Warrant #: VW 00361826	**Payee Name: ATTAWAY, ANGELA**		
WEEKEND NURSE	1101127100 - 5481000	District Attorney - Contract Service	320 00
		Warrant Total:	**320.00**
Warrant #: VW 00361828	**Payee Name: B.L. ALEXANDER ENTERPRISES INC**		
8984	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	191 85
		Warrant Total:	**191.85**
Warrant #: VW 00361831	**Payee Name: BAY OIL CO CORP**		
220935	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	6,090 61
222271	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,472 44
		Warrant Total:	**9,563.05**
Warrant #: VW 00361833	**Payee Name: BAYPOINT MANOR APT**		

Galveston County, Texas

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Invoice Number	Account Info		Amount
2701 13TH AV N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00361834	**Payee Name: BETA TECHNOLOGY INC**		
575627	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	644 40
575674	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	716 00
		Warrant Total:	**1,360.40**
Warrant #: VW 00361835	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000560329	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	79 87
0855000561419	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	223 22
		Warrant Total:	**303.09**
Warrant #: VW 00361836	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002875 102212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	845 71
		Warrant Total:	**845.71**
Warrant #: VW 00361837	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL39208	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	72 60
IL39309	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	43 97
WL38070	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	3,380 25
		Warrant Total:	**3,496.82**
Warrant #: VW 00361839	**Payee Name: BUCSANYI FAMILY MANAGEMENT CORP**		
540699	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	498 29
		Warrant Total:	**498.29**
Warrant #: VW 00361840	**Payee Name: C JOHNNY ON THE SPOT INC**		
2943	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
2956	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2957	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2958	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2959	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2960	1101522020 - 5426181	Parks Department - Rental Porta Cans	160 00
2961	1101522020 - 5426181	Parks Department - Rental Porta Cans	130 00
2962	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00
2963	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2964	1101522020 - 5426181	Parks Department - Rental Porta Cans	50 00
2965	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
2966	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00
2967	1101522020 - 5426181	Parks Department - Rental Porta Cans	240 00
2968	1101522020 - 5426181	Parks Department - Rental Porta Cans	150 00
2969	1101522020 - 5426181	Parks Department - Rental Porta Cans	61 44
2970	1101522020 - 5426181	Parks Department - Rental Porta Cans	64 08
		Warrant Total:	**1,835.52**
Warrant #: VW 00361842	**Payee Name: CASS, EARL B.**		
20114068CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	25 00
		Warrant Total:	**25.00**
Warrant #: VW 00361843	**Payee Name: CHAN, CONNIE**		
314207 103112	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	135 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**135.00**
Warrant #: VW 00361845	**Payee Name: CHIMENE, MICHELE B.**		
879194	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00361846	**Payee Name: CITY OF GALVESTON**		
273010	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	57 67
394310	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	127 48
453471	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	60 32
482001	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	72 01
		Warrant Total:	**317.48**
Warrant #: VW 00361847	**Payee Name: CITY OF HITCHCOCK**		
1152254008	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	139 33
		Warrant Total:	**139.33**
Warrant #: VW 00361848	**Payee Name: CITY OF LA MARQUE**		
160010853 110212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	44 25
		Warrant Total:	**44.25**
Warrant #: VW 00361849	**Payee Name: CITY OF LAMARQUE**		
0038000390006	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	152 29
0190017800018	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	173 32
		Warrant Total:	**325.61**
Warrant #. VW 00361850	**Payee Name: CLASSIC AUTOPLEX F-T LLC**		
75525	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,855 79
75554	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	548 51
		Warrant Total.	**2,404.30**
Warrant #: VW 00361854	**Payee Name: COBURN SUPPLY COMPANY INC**		
315364235	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	1,134 03
		Warrant Total:	**1,134.03**
Warrant #: VW 00361856	**Payee Name: COLLEGE OF THE MAINLAND**		
000598425	1101211160 - 5481000	Training-Sheriff's Department - Contract Service	3,259 57
		Warrant Total:	**3,259.57**
Warrant #: VW 00361858	**Payee Name: COSTA MARIPOSA APARTMENTS**		
7555 MEDICAL CNT	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00361859	**Payee Name: COURTYARD APARTMENTS**		
3500 BAKER DR 29	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00361863	**Payee Name: DORE' MAHONEY LAW GROUP PC**		
878644	1101000010 - 4414012	General Government - County Clerk Refund of Fees	48 00
		Warrant Total:	**48.00**
Warrant #: VW 00361865	**Payee Name: DUNTEN LAW FIRM**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
20127668CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	30 00
		Warrant Total:	**30.00**
Warrant #: VW 00361868	**Payee Name: FINEGAN, SAMUEL K**		
JAIL DKT 110212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00361870	**Payee Name: FORT, LISA**		
CT RPTR TRANSCRI	1101127100 - 5481000	District Attorney - Contract Service	808 50
		Warrant Total:	**808.50**
Warrant #: VW 00361871	**Payee Name: FRY'S ELECTRONICS**		
5370633	1101291010 - 5423000	Emergency Management - Maint/Repairs Equipment	22 99
		Warrant Total:	**22.99**
Warrant #: VW 00361872	**Payee Name: G & K SERVICES**		
1030159604DBLPYM	1101522020 - 5426106	Parks Department - Uniform Leasing	-233 05
1030210761	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	13 36
1030212024	1101522020 - 5426106	Parks Department - Uniform Leasing	10 15
1030212031	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	13 67
1030212116	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	50 17
1030213137	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	10 50
1030215513	1101522020 - 5426106	Parks Department - Uniform Leasing	15 86
1030215515	1101522020 - 5426106	Parks Department - Uniform Leasing	61 84
1030216614	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	13 36
1030217840	1101522020 - 5426106	Parks Department - Uniform Leasing	15 45
1030217847	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	13 67
1030217934	1101522020 - 5426106	Parks Department - Uniform Leasing	64 05
1030221351	1101522020 - 5426106	Parks Department - Uniform Leasing	15 86
1030221353	1101522020 - 5426106	Parks Department - Uniform Leasing	61 84
1030222449	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	13 36
		Warrant Total:	**140.09**
Warrant #: VW 00361873	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
329553	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	300 00
329559	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	100 00
329573	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	200 00
329574	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	200 00
CV0062925	1101211101 - 5310000	Administration Sheriff Dept - Supplies and Materials	5 75
DRAWS BALANCE	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	600 00
		Warrant Total:	**1,405.75**
Warrant #: VW 00361874	**Payee Name: GALVESTON COUNTY WCID #1**		
0050039516030	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	78 24
0130062410009	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	95 08
		Warrant Total:	**173.32**
Warrant #: VW 00361875	**Payee Name: GAMMA WASTE SYSTEMS**		
33581	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	139 00
		Warrant Total:	**139.00**
Warrant #: VW 00361877	**Payee Name: GLOBAL EQUIPMENT COMPANY**		
105229272	1101451110 - 5423000	Senior Citizens - Maint/Repairs Equipment	247 14

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**247.14**
Warrant #. VW 00361878	**Payee Name: GOVDEALS INC**		
918092012	1101000000 - 2295011	General Fund - Due to Website Auctioneer	1,550 03
		Warrant Total:	**1,550.03**
Warrant #: VW 00361880	**Payee Name: GULF COAST CENTURY**		
84353	1101123500 - 5310000	Justice Court Pct #5 - Supplies and Materials	174 00
84357	1101151600 - 5310000	County Treasurer - Supplies and Materials	930 00
		Warrant Total:	**1,104.00**
Warrant #: VW 00361883	**Payee Name: HOUSTON EQUIPMENT COMPANY**		
182497	1101114000 - 5310000	County Clerk - Supplies and Materials	94 00
		Warrant Total:	**94.00**
Warrant #: VW 00361884	**Payee Name: IESI TX CORP ENVIRO TEX**		
1500475213	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	98 95
		Warrant Total:	**98.95**
Warrant #: VW 00361885	**Payee Name: INTECH SOUTHWEST SERVICE LLC**		
10015049	1101159100 - 5752006	Information Technology - Server/Desktop Virtualization	10,016 00
		Warrant Total:	**10,016.00**
Warrant #: VW 00361889	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2388	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	2,454 53
2392	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,180 00
2393	1101451110 - 5310000	Senior Citizens - Supplies and Materials	307 43
2405	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,348 28
7392	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,180 00
		Warrant Total:	**6,470.24**
Warrant #: VW 00361891	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
1893946	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	100 00
1897185	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	613 87
1911489	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	98 58
1921205	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	40 60
1931709	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	58 02
1931877	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	71 59
1939830	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	75 46
1945107	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	27.63
CM1816141	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	-28 49
UC41993	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	-347 58
		Warrant Total:	**709.68**
Warrant #: VW 00361892	**Payee Name: LIBERTY TIRE RECYCLING LLC**		
0000152062	1101110000 - 5429301	General Government - Nuisance Abatement	1,500 00
		Warrant Total:	**1,500.00**
Warrant #: VW 00361893	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187620	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	493 08
187622	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
187648	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	124 27

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
187668	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
187689	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
187708	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
187715	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	85 00
		Warrant Total:	**784.35**

Warrant #: VW 00361894 **Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**

OCT 2012 JP8-1	1101000000 - 2291011	General Fund - Due to Collection Agency	4,575 38
		Warrant Total:	**4,575.38**

Warrant #: VW 00361895 **Payee Name: LOUNDS, DONALD**

BATTERIES	1101127100 - 5310000	District Attorney - Supplies and Materials	7 89
		Warrant Total:	**7.89**

Warrant #: VW 00361896 **Payee Name: MABRY HERBECK & ROBERTS**

20127302CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	20 00
		Warrant Total:	**20.00**

Warrant #: VW 00361897 **Payee Name: MAILFINANCE INC**

N3567776	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	3,796 83
		Warrant Total:	**3,796.83**

Warrant #: VW 00361898 **Payee Name: MAINLAND PHARMACY**

015675 GORDON	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	101 25
015700 KUEHL	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	265 76
015934 GUTIERREZ	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	251 23
016048 RENCHIE	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	340 00
017219 WILKS	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	60 54
017241 TAYLOR	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	362 82
021061 SCHMAUCH	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	266 67
021319 KUEHL	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	257 22
022702 EDMOND	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	114 16
022984 BACON	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	249 89
		Warrant Total:	**2,269.54**

Warrant #: VW 00361899 **Payee Name: MALONEY & PARKS LLP**

11JV0199	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	231 00
		Warrant Total:	**231.00**

Warrant #: VW 00361900 **Payee Name: MARKETING SPECIALTIES INC**

3035	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,224 30
		Warrant Total:	**1,224.30**

Warrant #: VW 00361901 **Payee Name. MARTY'S CITY AUTO INC**

3903	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	494 00
5041	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	965 20
		Warrant Total:	**1,459.20**

Warrant #: VW 00361903 **Payee Name: MATHESON TRI-GAS INC**

05625499	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	216 15
05741944	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	235 53
		Warrant Total:	**451.68**

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Invoice Number	Account Info		Amount
Warrant #: VW 00361905	**Payee Name: MCCUMBER, JUDGE KATHLEEN**		
M81120330	1101000000 - 1142006	General Fund - Undist Fees JP 8 1	41 10
		Warrant Total:	**41.10**
Warrant #: VW 00361907	**Payee Name: MCQUAGE PC, THOMAS W**		
TAX MASTER	1101000000 - 2460023	General Fund - District Clerk Tax Master	4,461 76
		Warrant Total:	**4,461.76**
Warrant #: VW 00361909	**Payee Name: MICKEY'S MARINE SERVICE INC**		
14154	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	119 00
		Warrant Total:	**119.00**
Warrant #: VW 00361914	**Payee Name: NEOPOST USA INC**		
13777750	1101159100 - 5310000	Information Technology - Supplies and Materials	47 00
		Warrant Total.	**47.00**
Warrant #: VW 00361916	**Payee Name: NRG ENERGY INC**		
701096810	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00361917	**Payee Name: OFFICE DEPOT INC**		
627238948001	1101127100 - 5310000	District Attorney - Supplies and Materials	4,961 00
630308997001	1101223400 - 5310000	Constable Pct #4 - Fullen - Supplies and Materials	116 49
630309482001	1101223400 - 5310000	Constable Pct #4 - Fullen - Supplies and Materials	1 99
		Warrant Total:	**5,079.48**
Warrant #: VW 00361920	**Payee Name: ONEOK INC**		
9101120921488545	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	10 20
9124354881157998	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	37 93
		Warrant Total:	**48.13**
Warrant #: VW 00361922	**Payee Name: ORIENTAL TRADING COMPANY**		
65403503201	1101451110 - 5310000	Senior Citizens - Supplies and Materials	65 99
		Warrant Total:	**65.99**
Warrant #: VW 00361923	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645425596	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	119 70
2645425697	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	225 00
3975454180	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	148 46
		Warrant Total:	**493.16**
Warrant #: VW 00361924	**Payee Name: PALMER, MICHAEL**		
12CR2572 110512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00361928	**Payee Name: PINE FOREST APARTMENTS**		
406 DEATS RD 77	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
500 TANGLEWOOD DI	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00361929	**Payee Name: PINNACLE MEDICAL MANAGEMENT CORP**		
43782	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	81 00

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Invoice Number	Account Info		Amount
43902	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	283 50
44000	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	150 00
44036	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	765 00
44118	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	40 50
4427	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	826 50
44304	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	150 00
44545	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	724 50
44646	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	40 50
44889	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	643 50
		Warrant Total:	**3,705.00**

Warrant #: VW 00361931 **Payee Name. PRECISION DYNAMICS CORP**

1021312	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	412 00
		Warrant Total:	**412.00**

Warrant #: VW 00361932 **Payee Name: PUENTES, ERICA**

OCT 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	264 74
		Warrant Total:	**264.74**

Warrant #: VW 00361933 **Payee Name: QUINTANILLA, DONNIE**

324443 110512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
		Warrant Total:	**308.75**

Warrant #: VW 00361934 **Payee Name: REED, WILLIAM**

NOV 1 2012 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	43 29
		Warrant Total:	**43.29**

Warrant #: VW 00361935 **Payee Name: RIOS, MARTHA**

110512 MEALS	1101443100 - 5496100	Indigent Care & Medication - Travel and Education	25 87
OCT 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	320 24
		Warrant Total:	**346.11**

Warrant #: VW 00361938 **Payee Name: ROUNSAVALL, RACHEL Y.**

20126416CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**

Warrant #: VW 00361940 **Payee Name: SAFARI MOBILE HOME COMMUNITY INC**

2935 CALDER RD	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00361941 **Payee Name: SAFARILAND LLC**

I12081246	1101211121 - 5310001	Sheriff-Criminal Investigation - Depart Supplies-Non Cap	85 26
		Warrant Total:	**85.26**

Warrant #: VW 00361947 **Payee Name: SHI GOVT SOLUTIONS**

GB00068062	1101159100 - 5423500	Information Technology - Maintenance of Software	737 00
		Warrant Total:	**737.00**

Warrant #: VW 00361949 **Payee Name: SNOOK, KELLY**

10/15-19/12 TRVL	1101522020 - 5496100	Parks Department - Travel and Education	279 00
		Warrant Total:	**279.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00361950	**Payee Name: SOUTHEAST TEXAS ASSOCIATION OF PUBLIC**		
MEMBERSHIP DUES	1101151800 - 5498000	Purchasing Agent - Membership And Dues	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00361951	**Payee Name: SOUTHERN COMPUTER WAREHOUSE**		
IN000054811	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	1,322 88
IN000055293	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	25 27
		Warrant Total:	**1,348.15**
Warrant #: VW 00361952	**Payee Name: STENOGRAPH LLC**		
12/1/12-11/30/13	1101159100 - 5423000	Information Technology - Maint/Repairs Equipment	2,167 00
OCT 12-OCT 11 13	1101159100 - 5423500	Information Technology - Maintenance of Software	5,555 00
		Warrant Total:	**7,722.00**
Warrant #: VW 00361953	**Payee Name: STEVE'S WAREHOUSE TIRES**		
1174	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
1176	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
		Warrant Total:	**28.00**
Warrant #: VW 00361954	**Payee Name: STEWART LENDER SERVICES INC**		
875996	1101000010 - 4414012	General Government - County Clerk Refund of Fees	24 00
		Warrant Total:	**24.00**
Warrant #: VW 00361955	**Payee Name: STOUT, JENNIFER**		
10/1519/12 TRVL	1101451110 - 5496100	Senior Citizens - Travel and Education	225 00
		Warrant Total:	**225.00**
Warrant #: VW 00361956	**Payee Name: STREAM ENERGY**		
1106263064	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	188 73
1110683432	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	104 71
1132857961	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
		Warrant Total:	**443.44**
Warrant #: VW 00361961	**Payee Name: TEXAS DEPARTMENT OF LICENSING &**		
2013003010	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	70 00
2013003058	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	350 00
		Warrant Total:	**420.00**
Warrant #: VW 00361963	**Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**		
REG NELSON	1101123400 - 5495100	Justice Court Pct #4 - Education	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00361964	**Payee Name: TRAVIS JOHNSON INVESTIGATIONS**		
12CR0125 092112	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00361965	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100020870200	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	73 00
		Warrant Total:	**73.00**
Warrant #: VW 00361966	**Payee Name: UNITED PARCEL SERVICE**		
000014217W442	1101159100 - 5481000	Information Technology - Contract Service	-16 45

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Invoice Number	Account Info		Amount
0000148037252	1101159100 - 5481000	Information Technology - Contract Service	376 34
		Warrant Total:	**359.89**
Warrant #: VW 00361967	**Payee Name: USA MOBILITY WIRELESS INC**		
V79777491	1101159100 - 5492321	Information Technology - Pager Service	133 68
V7977749K	1101159100 - 5492321	Information Technology - Pager Service	133 87
		Warrant Total:	**267.55**
Warrant #: VW 00361971	**Payee Name: VACLAVIK ADVISORY GROUP LLC**		
1268H	1101127100 - 5481000	District Attorney - Contract Service	1,162 50
		Warrant Total:	**1,162.50**
Warrant #: VW 00361978	**Payee Name: WILLIAMS, MELISSA**		
OCT 2012 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	143 00
		Warrant Total:	**143.00**
Warrant #: VW 00361980	**Payee Name: WILLIAMS, TRACEY**		
OCT 2012 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	44 00
		Warrant Total:	**44.00**
Warrant #: VW 00361981	**Payee Name. WILSON, JOCELYN**		
OCT 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	420 69
		Warrant Total:	**420.69**
Warrant #: VW 00361983	**Payee Name: WRIGHT LAW PC**		
877621	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
		FUND 1101 TOTAL:	**120,682.66**

FUND: 2211 Law Library

Warrant #· VW 00361904	**Payee Name: MATTHEW BENDER & COMPANY INC**		
3000062570 93012	2211129100 - 5317000	Law Library - Books & Periodicals	213 73
		Warrant Total:	**213.73**
		FUND 2211 TOTAL:	**213.73**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00361855	**Payee Name: COLE PH.D., COLLIER M**		
9/1/12-8/31/13	2220255101 - 5481000	Adult Probation - Contract Service	700 00
		Warrant Total:	**700.00**
Warrant #: VW 00361857	**Payee Name: CORRECTIONS SOFTWARE CORPORATION**		
26288	2220255101 - 5419301	Adult Probation - Computer Services	4,378 00
		Warrant Total:	**4,378.00**
Warrant #: VW 00361862	**Payee Name: DICKSON, HAYLEY**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	138 20

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Invoice Number	Account Info		Amount
		Warrant Total:	**138.20**
Warrant #: VW 00361887	**Payee Name: JONES, CHARLOTTE**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	179 82
		Warrant Total:	**179.82**
Warrant #: VW 00361906	**Payee Name: MCNAIR, COREY**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	87 14
		Warrant Total:	**87.14**
Warrant #: VW 00361925	**Payee Name: PATHWAY TO RECOVERY INC**		
OCT 2012	2220255101 - 5481000	Adult Probation - Contract Service	44 00
		Warrant Total:	**44.00**
Warrant #: VW 00361936	**Payee Name: RODRIGUEZ, VANESSA**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	190 92
		Warrant Total:	**190.92**
Warrant #. VW 00361937	**Payee Name: ROSEMON, VANESSA R**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	214 79
		Warrant Total:	**214.79**
Warrant #: VW 00361974	**Payee Name: VENEGAS, JESUS**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	134 87
		Warrant Total:	**134.87**
Warrant #: VW 00361977	**Payee Name: WATERWALL, CHASE**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	171 50
		Warrant Total:	**171.50**
Warrant #: VW 00361979	**Payee Name: WILLIAMS, NICKISHA**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	155 40
		Warrant Total:	**155.40**
		FUND 2220 TOTAL:	**6,394.64**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00361816	**Payee Name: ABL MANAGEMENT INC**		
195901	2230256118 - 5481199	Detention - Food Service Contract	2,147 07
195901	2230256119 - 5481199	Post Program - Food Service Contract	874 22
195901	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	85 95
201209	2230256118 - 5314301	Detention - Kitchen Supplies	242 21
		Warrant Total:	**3,349.45**
Warrant #: VW 00361820	**Payee Name: ALERE TOXICOLOGY SERVICES INC.**		
820754	2230256100 - 5412301	Juvenile Justice - Drug Screening	24 00
		Warrant Total:	**24.00**
Warrant #: VW 00361825	**Payee Name: AMERICAN TEXTILE SYSTEMS**		
25177	2230256118 - 5314501	Detention - Linen Expense	69 60

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Invoice Number	Account Info		Amount
		Warrant Total:	**69.60**
Warrant #: VW 00361866	**Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**		
OCTER 2012	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	12,636 00
		Warrant Total:	**12,636.00**
Warrant #: VW 00361869	**Payee Name: FOLEY, KERRI**		
201210	2230256130 - 5431402	Court - Masters Referee Juvenile Matrs	4,140 00
		Warrant Total:	**4,140.00**
Warrant #: VW 00361879	**Payee Name: GUIDRY, AVERY G JR**		
11/4-9/12 TRVL	2230256105 - 5496100	Juv Justice - Administration - Travel and Education	833 93
		Warrant Total:	**833.93**
Warrant #: VW 00361902	**Payee Name: MASTER WORD SERVICE INC**		
54345	2230256130 - 5431101	Court - Professional Srv Interpreter	963 29
		Warrant Total:	**963.29**
Warrant #: VW 00361939	**Payee Name: RUNGE, JESSICA L**		
11/4-9/12 TRVL	2230256105 - 5496100	Juv Justice - Administration - Travel and Education	749 39
		Warrant Total:	**749.39**
Warrant #: VW 00361969	**Payee Name: UTMB**		
FIN0000025802	2230256118 - 5481000	Detention - Contract Service	16,567 90
		Warrant Total:	**16,567.90**
		FUND 2230 TOTAL:	**39,333.56**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000509	**Payee Name: KEYWORTHS HARDWARE INC**		
000166914	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	10 47
000167199	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	12 99
000167561	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	13 98
000167611	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	40 00
		Warrant Total:	**77.44**
Warrant #: VW 00361815	**Payee Name: 3M**		
TP70889	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	1,361 26
		Warrant Total:	**1,361.26**
Warrant #: VW 00361827	**Payee Name: B & B ICE INC**		
4219520	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00361829	**Payee Name: BACLIFF BUILDERS SUPPLY INC.**		
12632	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	166 68
12660	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	119 94
12661	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	155 94
		Warrant Total:	**442.56**

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Invoice Number	Account Info		Amount
Warrant #: VW 00361831	**Payee Name: BAY OIL CO CORP**		
220450	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,965 94
221539	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,640 48
221706	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	7,910 88
		Warrant Total:	**29,517.30**
Warrant #: VW 00361832	**Payee Name: BAYGAS INC**		
9883	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	79 39
		Warrant Total:	**79.39**
Warrant #: VW 00361837	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL39130	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	404 80
		Warrant Total:	**404.80**
Warrant #: VW 00361841	**Payee Name: C K G SERVICES LLC**		
9861	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,163 75
		Warrant Total:	**1,163.75**
Warrant #: VW 00361844	**Payee Name: CHERRY CRUSHED CONCRETE INC**		
1027762	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	1,497 23
		Warrant Total:	**1,497.23**
Warrant #: VW 00361851	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
11830	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	11,604 40
11833	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	11,854 94
11846	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,736 09
		Warrant Total:	**34,195.43**
Warrant #: VW 00361872	**Payee Name: G & K SERVICES**		
1030206171	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	36 78
1030217842	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	36 78
1030219015	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	205 10
1030223701	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	36 78
1030224858	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	172 62
		Warrant Total:	**488.06**
Warrant #: VW 00361908	**Payee Name: MCREE FORD INC**		
374618	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	153 94
		Warrant Total:	**153.94**
Warrant #: VW 00361910	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
S17301	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	313 00
		Warrant Total:	**313.00**
Warrant #. VW 00361911	**Payee Name: MUSTANG MACHINERY COMPANY LTD**		
PR20122	2301312120 - 5746010	FM & Lateral Road - Capitalized Furn,Fix,& Equip	72,000 00
		Warrant Total:	**72,000.00**
Warrant #: VW 00361912	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3297275	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	61 62
		Warrant Total:	**61.62**

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Invoice Number	Account Info		Amount
Warrant #: VW 00361942	**Payee Name: SANTA FE AUTO PARTS INC**		
107848	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	31 80
109095	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	326 33
109446	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	690 67
		Warrant Total:	**1,048.80**
Warrant #: VW 00361944	**Payee Name: SEASIDE ENTERPRISES INC**		
227764	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	85 98
		Warrant Total:	**85.98**
Warrant #: VW 00361946	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
39950	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	99 67
		Warrant Total:	**99.67**
Warrant #: VW 00361975	**Payee Name: VULCAN INCORPORATED**		
226519	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	1,234 00
		Warrant Total:	**1,234.00**
		FUND 2301 TOTAL:	**144,274.23**

FUND: 2370 Flood Control Fund

Warrant #: VW 00361831	**Payee Name: BAY OIL CO CORP**		
219867	2370296121 - 5322010	Seawall Maintenance - Auto Fuel Expense	2,208 72
		Warrant Total.	**2,208.72**
Warrant #: VW 00361835	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000561330	2370296121 - 5481000	Seawall Maintenance - Contract Service	71 68
		Warrant Total:	**71.68**
Warrant #: VW 00361852	**Payee Name: CMC STEEL FABRICATORS INC**		
558785	2370296121 - 5425801	Seawall Maintenance - Galv Seawall Sidewalk Maint	144 70
		Warrant Total:	**144.70**
Warrant #: VW 00361915	**Payee Name: NORVAREM, S.A.U**		
216545	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	9,898 82
216613	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	5,540 65
		Warrant Total:	**15,439.47**
Warrant #: VW 00361923	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975454016	2370296121 - 5481000	Seawall Maintenance - Contract Service	232 94
		Warrant Total:	**232.94**
Warrant #: VW 00361942	**Payee Name: SANTA FE AUTO PARTS INC**		
109662	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	89 00
		Warrant Total:	**89.00**
		FUND 2370 TOTAL:	**18,186.51**

FUND: 2410 Mosquito Control District Fund

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00361819	**Payee Name: ADAPCO INC**		
91479	2410411100 - 5310001	Mosquito Control District - Depart Supplies-Non Cap FFE	3,509 38
		Warrant Total:	**3,509.38**
Warrant #: VW 00361853	**Payee Name: COASTAL WIPERS INC**		
24352	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	225 00
		Warrant Total:	**225.00**
Warrant #: VW 00361867	**Payee Name: FIELD DATA SOLUTIONS INC**		
10851	2410411100 - 5310001	Mosquito Control District - Depart Supplies-Non Cap FFE	1,890 00
		Warrant Total:	**1,890.00**
Warrant #: VW 00361882	**Payee Name: HOME DEPOT**		
4020296	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	58 23
		Warrant Total:	**58.23**
Warrant #: VW 00361888	**Payee Name: KANA, ALEXANDER**		
1001	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00361903	**Payee Name: MATHESON TRI-GAS INC**		
05681962	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	194 88
		Warrant Total:	**194.88**
Warrant #: VW 00361957	**Payee Name: TASCO AUTO COLOR #23**		
2733	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	130 89
2935	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	150 93
		Warrant Total:	**281.82**
		FUND 2410 TOTAL:	**6,759.31**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00361968	**Payee Name: UTMB**		
OCT 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	86 75
		Warrant Total:	**86.75**
Warrant #: VW 00361969	**Payee Name: UTMB**		
OCTOBER 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	695 35
		Warrant Total:	**695.35**
		FUND 2420 TOTAL:	**782.10**

FUND: 2602 Beach Maintenance-Rd & Bridge

Warrant #: VW 00361840	**Payee Name: C JOHNNY ON THE SPOT INC**		
2925	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2926	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
2927	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2928	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
2929	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2930	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2931	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2932	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2933	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2934	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2935	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	50 00
2936	2602544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	50 00
		Warrant Total:	**980.00**

Warrant #: VW 00361861 **Payee Name: DANESI'S OUTDOOR SERVICES**

100	2602544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
101	2602544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
102	2602544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
103	2602544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
		Warrant Total:	**3,936.00**

Warrant #: VW 00361872 **Payee Name: G & K SERVICES**

1030217841	2602544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	20 09
1030223700	2602544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	20 09
		Warrant Total:	**40.18**

Warrant #: VW 00361908 **Payee Name: MCREE FORD INC**

374457	2602544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	25 89
374688	2602544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	71 39
374689	2602544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	-25 89
		Warrant Total:	**71.39**

Warrant #: VW 00361927 **Payee Name: PENINSULA SANITATION SERVICE INC**

60610	2602544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	900 00
60615	2602544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
		Warrant Total:	**1,350.00**

FUND 2602 TOTAL: 6,377.57

FUND: 2824 Adult Probation Community

Warrant #: VW 00361838 **Payee Name: BROWN, JUDY**

OCT 2012 MLG	2824255137 - 5496301	Sex Offender Supervision - Auto Mileage	18 32
		Warrant Total:	**18.32**

Warrant #: VW 00361855 **Payee Name: COLE PH.D., COLLIER M**

9/1/12-8/31/13	2824255111 - 5481000	Special Substance Abuse - Contract Service	700 00
9/1/12-8/31/13	2824255137 - 5481000	Sex Offender Supervision - Contract Service	16,055.00
		Warrant Total:	**16,755.00**

Warrant #: VW 00361890 **Payee Name: KLYNG, KERRY**

OCT 2012 MLG	2824255137 - 5496301	Sex Offender Supervision - Auto Mileage	165 39
		Warrant Total:	**165.39**

Warrant #: VW 00361918 **Payee Name: OLALEKAN, JAMES**

OCT 2012 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	152 63

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**152.63**
Warrant #: VW 00361921	**Payee Name: ORDAZ, WILLIAM**		
OCT 2012 MLG	2824255137 - 5496301	Sex Offender Supervision - Auto Mileage	246 42
		Warrant Total:	**246.42**
Warrant #: VW 00361925	**Payee Name: PATHWAY TO RECOVERY INC**		
OCT 2012	2824255111 - 5481000	Special Substance Abuse - Contract Service	22 00
		Warrant Total:	**22.00**
Warrant #. VW 00361948	**Payee Name: SKUFCA, RICHARD**		
OCT 2012 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	42 18
		Warrant Total:	**42.18**
		FUND 2824 TOTAL:	**17,401.94**

FUND: 2825 Galv Cnty Adult Drug Court Pgm

Warrant #: VW 00361860	**Payee Name: D'AMBRA, LINDA**		
OCT 2012 MLG	2825255117 - 5496100	Galv Cnty Adult Drug Court Pgm - Travel and Education	40 52
		Warrant Total:	**40 52**
Warrant #: VW 00361925	**Payee Name: PATHWAY TO RECOVERY INC**		
OCT 12	2825255117 - 5481000	Galv Cnty Adult Drug Court Pgm - Contract Service	435 00
		Warrant Total:	**435.00**
Warrant #: VW 00361958	**Payee Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE**		
NOV 2012 RMB	2825255117 - 5601061	Galv Cnty Adult Drug Court Pgm - Reimb due Basic Superv I	1,121 00
		Warrant Total:	**1,121.00**
Warrant #: VW 00361976	**Payee Name: WALMART**		
01737	2825255117 - 5310000	Galv Cnty Adult Drug Court Pgm - Supplies and Materials	85 34
		Warrant Total:	**85.34**
		FUND 2825 TOTAL:	**1,681.86**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00361864	**Payee Name: DUNAWAY, LORI**		
OCT 2012	2841256111 - 5436107	State Aid Grant A - Outpatient Counseling	1,460 00
		Warrant Total:	**1,460.00**
Warrant #: VW 00361881	**Payee Name: GULF COAST TRADES CENTER**		
5959	2841256111 - 5441101	State Aid Grant A - Residential Services	24,385 28
		Warrant Total:	**24,385.28**
Warrant #: VW 00361945	**Payee Name: SHELTERING HARBOUR**		
OCTOBER 2012	2841256111 - 5441101	State Aid Grant A - Residential Services	8,571 50
		Warrant Total:	**8,571.50**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00361972	**Payee Name: VALDIVIA, CINDY M**		
OCT 2012 MLG	2841256111 - 5496301	State Aid Grant A - Auto Mileage	19 98
		Warrant Total:	**19.98**
		FUND 2841 TOTAL:	**34,436.76**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00361970	**Payee Name: UTMB**		
036	2848256143 - 5481000	Commitment Reduction Program C - Contract Service	10,182 00
		Warrant Total:	**10,182.00**
		FUND 2848 TOTAL:	**10,182.00**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00361878	**Payee Name: GOVDEALS INC**		
918092012	2864000000 - 2295011	Galv Co Auto Crimes Task Force - Due to Website Auctionee	5 32
		Warrant Total:	**5.32**
Warrant #: VW 00361893	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187834	2864211127 - 5423110	Auto Task Force - Auto Maintenance	13 00
		Warrant Total:	**13.00**
Warrant #: VW 00361930	**Payee Name: PORTABLE COMPUTER SYSTEMS INC**		
28892A	2864211127 - 5310001	Auto Task Force - Depart Supplies-Non Cap FFE	50 00
		Warrant Total:	**50.00**
		FUND 2864 TOTAL:	**68.32**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00361876	**Payee Name: GENTILE, JAMES**		
NOV 5 2012 MLG	2914152500 - 5496301	Housing - Auto Mileage	219 78
		Warrant Total:	**219.78**
Warrant #: VW 00361982	**Payee Name: WORLEY CATASTOPHE RESPONSE LLC**		
241386243	2914152500 - 5310001	Housing - Depart Supplies-Non Cap FFE	284 31
		Warrant Total:	**284.31**
		FUND 2914 TOTAL:	**504.09**

FUND: 2923 Texas Feeding Texans

Warrant #: VW 00361973	**Payee Name: VALLEY SERVICES INC**		
171493	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	534 04
171495	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	779 22
171902	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	322 32
171906	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	439 56

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info		Amount
IVC170755	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	549 12
IVC170757	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	846 24
IVC170963	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	562 48
IVC170965	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	952 38
IVC171295	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	534 04
IVC171297	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	859 14
		Warrant Total:	**6,378.54**
		FUND 2923 TOTAL:	**6,378.54**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00361886 **Payee Name: JOHN A WALKER ROOFING CO INC**

6 092412	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-142 72
6 092412	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	2,854 50
		Warrant Total:	**2,711.78**
		FUND 3120 TOTAL:	**2,711.78**

FUND: 7605 Escrow Fund

Warrant #: VW 00361830 **Payee Name: BARRETT, DR KEVIN**

201208541 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	86 94
		Warrant Total.	**86.94**

Warrant #: VW 00361913 **Payee Name: NATIONAL JUDGEMENT RECOVERY CENTER**

CV12C0016474	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	856 82
		Warrant Total:	**856.82**

Warrant #: VW 00361919 **Payee Name: OMNI BASE SERVICES INC**

JAN-MAY 2012	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	120 22
		Warrant Total:	**120.22**

Warrant #: VW 00361926 **Payee Name: PENDLEHURY, JAMIE**

201209886 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	882 12
		Warrant Total:	**882.12**

Warrant #. VW 00361943 **Payee Name: SCHNEITZER, LISA**

201210021 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	50 00
		Warrant Total:	**50.00**

Warrant #: VW 00361959 **Payee Name: TEXAS DEPARTMENT OF HEALTH AND HUMAN**

12CR0319 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	4,704 00
		Warrant Total:	**4,704.00**

Warrant #: VW 00361960 **Payee Name: TEXAS DEPARTMENT OF HEALTH**

7/19-31/12	7605000000 - 2476036	Escrow Fund - Cntrl Adoption Reg FC 108 006	195 00
		Warrant Total:	**195.00**

Warrant #: VW 00361962 **Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**

201208545 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	50 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Invoice Number	Account Info	Amount
	Warrant Total:	**50.00**
	FUND 7605 TOTAL:	**6,945.10**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Summary of All Funds

Fund		Amount
1101	General Fund	120,682 66
2211	Law Library	213 73
2220	Adult Probation Fund	6,394 64
2230	Juvenile Justice Fund	39,333 56
2301	Road & Bridge Fund	144,274 23
2370	Flood Control Fund	18,186 51
2410	Mosquito Control District Fund	6,759 31
2420	Indigent Health Care Fund	782 10
2602	Beach Maintenance-Rd & Bridge	6,377 57
2824	Adult Probation Community	17,401 94
2825	Galv Cnty Adult Drug Court Pgm	1,681 86
2841	Juvenile Probation-State Aid	34,436 76
2848	Juv Jst Alt Education Program	10,182 00
2864	Auto Crimes Task Force Grant	68 32
2914	CDBG Housing Program	504 09
2923	Texas Feeding Texans	6,378 54
3120	Limited Tax Cnty Bldg Bds Sr09	2,711 78
7605	Escrow Fund	6,945 10
	Grand Total:	**423,314.70**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/20/2012

Approved Order to pay by Commissioners Court this day November 27, 2012

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

ATTEST:

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

By Amy Carr Deputy

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200361815	402912	3M	11/20/12	1,361 26	MW	OH		
A200361816	702471	ABL MANAGEMENT INC	11/20/12	22,469 92	MW	OH		
A200361817	713428	ABM JANITORIAL SERVICES - SOU	11/20/12	350 00	MW	OH		
A200361818	400871	ACTION PERSONNEL INC	11/20/12	2,932 08	MW	OH		
A200361819	405005	ADAPCO INC	11/20/12	3,509 38	MW	OH		
A200361820	706649	ALERE TOXICOLOGY SERVICES INC	11/20/12	24 00	MW	OH		
A200361821	013524	ALERT ALARM BURG AND FIRE PRO	11/20/12	200 00	MW	OH		
A200361822	714848	ALLEGIANCE TITLE COMPANY	11/20/12	8 00	MW	OH		
A200361823	713884	ALLEN, KAYLA	11/20/12	18 50	MW	OH		
A200361824	013177	ALVIN EQUIPMENT CO INC	11/20/12	90 00	MW	OH		
A200361825	714683	AMERICAN TEXTILE SYSTEMS	11/20/12	69 60	MW	OH		
A200361826	713566	ATTAWAY, ANGELA	11/20/12	320 00	MW	OH		
A200361827	709331	B & B ICE INC	11/20/12	50 00	MW	OH		
A200361828	710718	B L ALEXANDER ENTERPRISES IN	11/20/12	191 85	MW	OH		
A200361829	021030	BACLIFF BUILDERS SUPPLY INC	11/20/12	442 56	MW	OH		
A200361830	714872	BARRETT, DR KEVIN	11/20/12	86 94	MW	OH		
A200361831	021360	BAY OIL CO CORP	11/20/12	41,289 07	MW	OH		
A200361832	026047	BAYGAS INC	11/20/12	79 39	MW	OH		
A200361833	701298	BAYPOINT MANOR APT	11/20/12	100 00	MW	OH		
A200361834	406081	BETA TECHNOLOGY INC	11/20/12	1,360 40	MW	OH		
A200361835	700686	BFI WASTE SERVICES OF TEXAS L	11/20/12	374 77	MW	OH		
A200361836	708995	BOLIVAR PENINSULA SPECIAL UTI	11/20/12	845 71	MW	OH		
A200361837	024240	BROOKSIDE EQUIP SALES INC	11/20/12	3,901 62	MW	OH		
A200361838	431895	BROWN, JUDY	11/20/12	18 32	MW	OH		
A200361839	713105	BUCSANYI FAMILY MANAGEMENT CO	11/20/12	498 29	MW	OH		
A200361840	701322	C JOHNNY ON THE SPOT INC	11/20/12	2,815 52	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200361841	711939	C K G SERVICES LLC	11/20/12	1,163 75	MW	OH		
A200361842	714908	CASS, EARL B	11/20/12	25 00	MW	OH		
A200361843	406535	CHAN, CONNIE	11/20/12	135 00	MW	OH	B7	
A200361844	410729	CHERRY CRUSHED CONCRETE INC	11/20/12	1 497 23	MW	OH		
A200361845	714909	CHIMENE, MICHELE B	11/20/12	8 00	MW	OH		
A200361846	033985	CITY OF GALVESTON	11/20/12	317 48	MW	OH		
A200361847	033027	CITY OF HITCHCOCK	11/20/12	139 33	MW	OH		
A200361848	033209	CITY OF LA MARQUE	11/20/12	44 25	MW	OH		
A200361849	700433	CITY OF LAMARQUE	11/20/12	325 61	MW	OH		
A200361850	714708	CLASSIC AUTOPLEX F-T LLC	11/20/12	2,404 30	MW	OH		
A200361851	710180	CLEVELAND ASPHALT PRODUCTS IN	11/20/12	34,195 43	MW	OH		
A200361852	705546	CMC STEEL FABRICATORS INC	11/20/12	144 70	MW	OH		
A200361853	034751	COASTAL WIPERS INC	11/20/12	225 00	MW	OH		
A200361854	709399	COBURN SUPPLY COMPANY INC	11/20/12	1,134 03	MW	OH		
A200361855	034124	COLE PH D , COLLIER M	11/20/12	17,455 00	MW	OH		
A200361856	034785	COLLEGE OF THE MAINLAND	11/20/12	3,259 57	MW	OH		
A200361857	410293	CORRECTIONS SOFTWARE CORPORAT	11/20/12	4,378 00	MW	OH		
A200361858	712542	COSTA MARIPOSA APARTMENTS	11/20/12	100 00	MW	OH		
A200361859	704965	COURTYARD APARTMENTS	11/20/12	100 00	MW	OH		
A200361860	708051	D'AMBRA, LINDA	11/20/12	40 52	MW	OH		
A200361861	713994	DANESI'S OUTDOOR SERVICES	11/20/12	3 936 00	MW	OH		
A200361862	714458	DICKSON, HAYLEY	11/20/12	138 20	MW	OH		
A200361863	714913	DORE' MAHONEY LAW GROUP PC	11/20/12	48 00	MW	OH		
A200361864	712144	DUNAWAY, LORI	11/20/12	1,460 00	MW	OH		
A200361865	714656	DUNTEN LAW FIRM	11/20/12	30 00	MW	OH	B7	
A200361866	061234	FAMILY SERVICE CENTER OF GALV	11/20/12	12,636 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200361867	713400	FIELD DATA SOLUTIONS INC	11/20/12	1 890 00	MW	OH		
A200361868	711019	FINEGAN, SAMUEL K	11/20/12	195 00	MW	OH	B7	
A200361869	410399	FOLEY, KERRI	11/20/12	4,140 00	MW	OH	B7	
A200361870	408462	FORT, LISA	11/20/12	808 50	MW	OH		
A200361871	706860	FRY'S ELECTRONICS	11/20/12	22 99	MW	OH		
A200361872	704625	G & K SERVICES	11/20/12	668 33	MW	OH		
A200361873	406195	GALVESTON COUNTY SHERIFF'S DE	11/20/12	1,405 75	MW	OH		
A200361874	071175	GALVESTON COUNTY WCID #1	11/20/12	173 32	MW	OH		
A200361875	708789	GAMMA WASTE SYSTEMS	11/20/12	139 00	MW	OH		
A200361876	713103	GENTILE, JAMES	11/20/12	219 78	MW	OH		
A200361877	704773	GLOBAL EQUIPMENT COMPANY	11/20/12	247 14	MW	OH		
A200361878	708833	GOVDEALS INC	11/20/12	1 555 35	MW	OH		
A200361879	714965	GUIDRY, AVERY G JR	11/20/12	833 93	MW	OH		
A200361880	701592	GULF COAST CENTURY	11/20/12	1,104 00	MW	OH		
A200361881	075101	GULF COAST TRADES CENTER	11/20/12	24,385 28	MW	OH		
A200361882	409105	HOME DEPOT	11/20/12	58 23	MW	OH		
A200361883	084236	HOUSTON EQUIPMENT COMPANY	11/20/12	94 00	MW	OH		
A200361884	701244	IESI TX CORP ENVIRO TEX	11/20/12	98 95	MW	OH		
A200361885	713976	INTECH SOUTHWEST SERVICE LLC	11/20/12	10,016 00	MW	OH		
A200361886	410096	JOHN A WALKER ROOFING CO INC	11/20/12	2,711 78	MW	OH		
A200361887	705849	JONES CHARLOTTE	11/20/12	479 82	MW	OH		
A200361888	714903	KANA, ALEXANDER	11/20/12	600 00	MW	OH		
A200361889	402386	KLEEN JANITORIAL SUPPLY COMPA	11/20/12	6,470 24	MW	OH		
A200361890	701428	KLYNG, KERRY	11/20/12	165 39	MW	OH		
A200361891	706067	LCR-M LIMITED PARTNERSHIP	11/20/12	709 68	MW	OH		
A200361892	709067	LIBERTY TIRE RECYCLING LLC	11/20/12	1,500 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200361893	123026	LIGGIOS TIRE AND SERVICE CENT	11/20/12	797 35	MW	OH		
A200361894	707090	LINEBARGER GOGGAN BLAIR & SAM	11/20/12	4,575 38	MW	OH		
A200361895	708744	LOUNDS, DONALD	11/20/12	7 89	MW	OH		
A200361896	704046	MABRY HERBECK & ROBERTS	11/20/12	20 00	MW	OH		
A200361897	713989	MAILFINANCE INC	11/20/12	3,796 83	MW	OH		
A200361898	131540	MAINLAND PHARMACY	11/20/12	2,269 54	MW	OH		
A200361899	709125	MALONEY & PARKS LLP	11/20/12	231 00	MW	OH	B7	
A200361900	701730	MARKETING SPECIALTIES INC	11/20/12	1,224 30	MW	OH		
A200361901	705312	MARTY'S CITY AUTO INC	11/20/12	1,459 20	MW	OH		
A200361902	705424	MASTER WORD SERVICE INC	11/20/12	963 29	MW	OH		
A200361903	407317	MATHESON TRI-GAS INC	11/20/12	646 56	MW	OH		
A200361904	401374	MATTHEW BENDER & COMPANY INC	11/20/12	213 73	MW	OH		
A200361905	704809	MCCUMBER, JUDGE KATHLEEN	11/20/12	41 10	MW	OH		
A200361906	708527	MCNAIR, COREY	11/20/12	87 14	MW	OH		
A200361907	707872	MCQUAGE PC, THOMAS W	11/20/12	4,461 76	MW	OH		
A200361908	131029	MCREE FORD INC	11/20/12	225 33	MW	OH		
A200361909	403826	MICKEY'S MARINE SERVICE INC	11/20/12	119 00	MW	OH		
A200361910	710385	MUNRO'S UNIFORM SERVICES LTD	11/20/12	313 00	MW	OH		
A200361911	710899	MUSTANG MACHINERY COMPANY LTD	11/20/12	72 000 00	MW	OH		
A200361912	404669	MUSTANG TRACTOR & EQUIPMENT C	11/20/12	61 62	MW	OH		
A200361913	714964	NATIONAL JUDGEMENT RECOVERY C	11/20/12	856 82	MW	OH		
A200361914	410387	NEOPOST USA INC	11/20/12	47 00	MW	OH		
A200361915	710551	NORVAREM, S A U	11/20/12	15,439 47	MW	OH		
A200361916	711213	NRG ENERGY INC	11/20/12	150 00	MW	OH		
A200361917	152033	OFFICE DEPOT INC	11/20/12	5,079 48	MW	OH		
A200361918	713699	OLALEKAN, JAMES	11/20/12	152 63	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200361919	703084	OMNI BASE SERVICES INC	11/20/12	120 22	MW	OH		
A200361920	705252	ONEOK INC	11/20/12	48 13	MW	OH		
A200361921	704067	ORDAZ, WILLIAM	11/20/12	246 42	MW	OH		
A200361922	701070	ORIENTAL TRADING COMPANY	11/20/12	65 99	MW	OH		
A200361923	400105	OWEN ELECTRIC SUPPLY	11/20/12	726 10	MW	OH		
A200361924	705290	PALMER, MICHAEL	11/20/12	292 50	MW	OH	B7	
A200361925	701800	PATHWAY TO RECOVERY INC	11/20/12	501 00	MW	OH		
A200361926	714815	PENDLEHURY JAMIE	11/20/12	882 12	MW	OH		
A200361927	705136	PENINSULA SANITATION SERVICE	11/20/12	1,350 00	MW	OH		
A200361928	163014	PINE FOREST APARTMENTS	11/20/12	200 00	MW	OH		
A200361929	709307	PINNACLE MEDICAL MANAGEMENT C	11/20/12	3 705 00	MW	OH		
A200361930	705125	PORTABLE COMPUTER SYSTEMS INC	11/20/12	50 00	MW	OH		
A200361931	164392	PRECISION DYNAMICS CORP	11/20/12	412 00	MW	OH		
A200361932	713451	PUENTES, ERICA	11/20/12	264 74	MW	OH		
A200361933	705753	QUINTANILLA DONNIE	11/20/12	308 75	MW	OH	B7	
A200361934	410432	REED, WILLIAM	11/20/12	43 29	MW	OH		
A200361935	405218	RIOS, MARTHA	11/20/12	346 11	MW	OH		
A200361936	713716	RODRIGUEZ, VANESSA	11/20/12	190 92	MW	OH		
A200361937	706328	ROSEMON, VANESSA R	11/20/12	214 79	MW	OH		
A200361938	714910	ROUNSAVALL, RACHEL Y	11/20/12	8 00	MW	OH		
A200361939	714967	RUNGE, JESSICA L	11/20/12	749 39	MW	OH		
A200361940	703305	SAFARI MOBILE HOME COMMUNITY	11/20/12	100 00	MW	OH		
A200361941	714543	SAFARILAND LLC	11/20/12	85 26	MW	OH		
A200361942	191023	SANTA FE AUTO PARTS INC	11/20/12	1,137 80	MW	OH		
A200361943	714881	SCHNEITZER, LISA	11/20/12	50 00	MW	OH		
A200361944	192146	SEASIDE ENTERPRISES INC	11/20/12	85 98	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200361945	405858	SHELTERING HARBOUR	11/20/12	8,571 50	MW	OH		
A200361946	400542	SHERWIN WILLIAMS PAINT CORP	11/20/12	99 67	MW	OH		
A200361947	703308	SHI GOVT SOLUTIONS	11/20/12	737 00	MW	OH		
A200361948	706313	SKUFCA, RICHARD	11/20/12	42 18	MW	OH		
A200361949	714675	SNOOK KELLY	11/20/12	279 00	MW	OH		
A200361950	703586	SOUTHEAST TEXAS ASSOCIATION O	11/20/12	200 00	MW	OH		
A200361951	701326	SOUTHERN COMPUTER WAREHOUSE	11/20/12	1,348 15	MW	OH		
A200361952	404845	STENOGRAPH LLC	11/20/12	7,722 00	MW	OH		
A200361953	409104	STEVE'S WAREHOUSE TIRES	11/20/12	28 00	MW	OH		
A200361954	714911	STEWART LENDER SERVICES INC	11/20/12	24 00	MW	OH		
A200361955	714689	STOUT, JENNIFER	11/20/12	225 00	MW	OH		
A200361956	708715	STREAM ENERGY	11/20/12	443 44	MW	OH		
A200361957	714939	TASCO AUTO COLOR #23	11/20/12	281 82	MW	OH		
A200361958	408901	TEXAS DEPARTMENT OF CRIMINAL	11/20/12	1,121 00	MW	OH		
A200361959	713930	TEXAS DEPARTMENT OF HEALTH AN	11/20/12	4,704 00	MW	OH		
A200361960	404312	TEXAS DEPARTMENT OF HEALTH	11/20/12	195 00	MW	OH		
A200361961	406864	TEXAS DEPARTMENT OF LICENSING	11/20/12	420 00	MW	OH		
A200361962	401245	TEXAS DEPARTMENT OF PUBLIC SA	11/20/12	50 00	MW	OH		
A200361963	406578	TEXAS STATE UNIVERSITY SAN MA	11/20/12	100 00	MW	OH		
A200361964	709813	TRAVIS JOHNSON INVESTIGATIONS	11/20/12	500 00	MW	OH	B7	
A200361965	703929	TXU ENERGY RETAIL COMPANY LP	11/20/12	73 00	MW	OH		
A200361966	701538	UNITED PARCEL SERVICE	11/20/12	359 89	MW	OH		
A200361967	709761	USA MOBILITY WIRELESS INC	11/20/12	267 55	MW	OH		
A200361968	402812	UTMB	11/20/12	86 75	MW	OH		
A200361969	402812	UTMB	11/20/12	17,263 25	MW	OH		
A200361970	402812	UTMB	11/20/12	10,182 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200361971	714478	VACLAVIK ADVISORY GROUP LLC	11/20/12	1,162 50	MW	OH		
A200361972	714596	VALDIVIA, CINDY M	11/20/12	19 98	MW	OH		
A200361973	703768	VALLEY SERVICES INC	11/20/12	6,378 54	MW	OH		
A200361974	714887	VENEGAS, JESUS	11/20/12	134 87	MW	OH		
A200361975	700362	VULCAN INCORPORATED	11/20/12	1,234 00	MW	OH		
A200361976	231209	WALMART	11/20/12	85 34	MW	OH		
A200361977	713777	WATERWALL, CHASE	11/20/12	171 50	MW	OH		
A200361978	409097	WILLIAMS, MELISSA	11/20/12	143 00	MW	OH		
A200361979	714730	WILLIAMS, NICKISHA	11/20/12	155 40	MW	OH		
A200361980	713849	WILLIAMS, TRACEY	11/20/12	44 00	MW	OH		
A200361981	712638	WILSON, JOCELYN	11/20/12	420 69	MW	OH		
A200361982	714640	WORLEY CATASTOPHE RESPONSE LL	11/20/12	284 31	MW	OH		
A200361983	714912	WRIGHT LAW PC	11/20/12	8 00	MW	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	422,130 30	Number of Checks Processed	169
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
S U B T O T A L	422,130 30		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000508	071118	GALVESTON NEWSPAPERS INC	11/20/12	1,106 96	CX	OH		
F600000509	403006	KEYWORTHS HARDWARE INC	11/20/12	77 44	CX	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	1,184 40	Number of Checks Processed	2
S U B T O T A L	1,184 40		

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

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	422,130 30	Number of Checks Processed	169
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	1 184 40	Number of Checks Processed	2
G R A N D T O T A L	423,314 70		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000510	**Payee Name: CLASSIC AUTOPLEX GM, LLC**		
83272	1101126100 - 5423110	District Clerk - Auto Maintenance	56 78
		Warrant Total:	**56.78**
Warrant #. VW 00000511	**Payee Name: KEYWORTHS HARDWARE INC**		
000154721	1101610200 - 5310000	County Extension - Supplies and Materials	89 54
000166941	1101610200 - 5310000	County Extension - Supplies and Materials	96 90
		Warrant Total:	**186.44**
Warrant #: VW 00000512	**Payee Name: R ALDEN MARSHALL & ASSOCIATES LLC**		
5424000	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,700 00
		Warrant Total:	**2,700.00**
Warrant #· VW 00361985	**Payee Name: A B SIGN SHOP**		
17123	1101110000 - 5310000	General Government - Supplies and Materials	815 20
		Warrant Total:	**815.20**
Warrant #: VW 00361986	**Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL**		
4559610	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	56,814 18
		Warrant Total:	**56,814.18**
Warrant #: VW 00361987	**Payee Name: ACCENT ENERGY TEXAS LP**		
10339748	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	92 32
		Warrant Total:	**92.32**
Warrant #: VW 00361988	**Payee Name: ACTION PERSONNEL INC**		
102455	1101522020 - 5481000	Parks Department - Contract Service	771 60
		Warrant Total:	**771.60**
Warrant #: VW 00361991	**Payee Name: ALVAREZ, VANESSA**		
SHRF SL 090710	1101000010 - 4413010	General Government - District Clerk Fees	530 00
SHRF SL 090710	1101000020 - 4863015	Public Safety - Reimb Advert Costs-Sheriff Sals	597 62
		Warrant Total:	**1,127.62**
Warrant #: VW 00361994	**Payee Name: AMBIT ENERGY LP**		
A1991451	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
A2809168	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	131 09
A3330493	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	109 35
		Warrant Total:	**340 44**
Warrant #: VW 00361995	**Payee Name: AMERSON, RODGER DAN**		
12FD0641 110512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	262 50
		Warrant Total:	**262.50**
Warrant #: VW 00361996	**Payee Name: ARREDONDO, LINDSAY**		
110812 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00361998	**Payee Name: BARRON, SHARON**		
RMB OF FEES	1101000050 - 4471011	Culture and Recreation - User Fees - Carbide Park	220 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**220.00**
Warrant #: VW 00362000	**Payee Name: BAY OIL CO CORP**		
221705	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,373 67
222893	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,881 75
		Warrant Total:	**5,255.42**
Warrant #: VW 00362003	**Payee Name: BENNETT, JAMES M**		
JAIL DKT 110912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00362004	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
08CR0385 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11JV0321	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	247 00
12CP0015 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
12CP0031 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	448 50
12CR1525 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	221 00
12JV0186	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	214 50
322898 110212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
		Warrant Total:	**2,138.50**
Warrant #: VW 00362005	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000564222	1101610200 - 5481000	County Extension - Contract Service	693 09
		Warrant Total:	**693.09**
Warrant #: VW 00362007	**Payee Name: BLEYL, AMY RUTH WILSON**		
328624 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00362010	**Payee Name: BONO, JONI**		
111412 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	417 00
111412 CRT RPTR	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	126 64
		Warrant Total:	**543.64**
Warrant #: VW 00362011	**Payee Name: BOORSTEIN, BARRY**		
11CR2990 112012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
12CR2182 102512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
12CR2582 102912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
327092 110812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**1,202.50**
Warrant #: VW 00362013	**Payee Name: BROADWAY DRUG STORE**		
022461 PUGH	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	146 19
		Warrant Total:	**146.19**
Warrant #: VW 00362014	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL01650	1101610200 - 5310000	County Extension - Supplies and Materials	251 11
		Warrant Total:	**251.11**
Warrant #: VW 00362017	**Payee Name: CANON BUSINESS SOLUTIONS INC**		
4008008647	1101159100 - 5423000	Information Technology - Maint/Repairs Equipment	12 27
		Warrant Total:	**12.27**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00362019	**Payee Name: CARMONA, FRANK**		
NOV 12-16 2012	1101121000 - 5431301	Justice Administration - Relief Associate Judge	1,884 61
		Warrant Total:	**1,884.61**
Warrant #: VW 00362020	**Payee Name: CASTILLO, MARK A**		
12CR1141 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
12CR2024 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**698.75**
Warrant #: VW 00362021	**Payee Name: CASTILLO, MARK A**		
JAIL DKT 112112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00362022	**Payee Name: CEASER, KENDRIC**		
12CR0339 110212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,527 50
12CR0800 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,690 00
		Warrant Total:	**3,217.50**
Warrant #: VW 00362023	**Payee Name: CEDRICK L MUHAMMAD PC**		
11CR0536 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75
JAIL DKT 110912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**1,453.75**
Warrant #: VW 00362024	**Payee Name: CENTERPOINT ENERGY**		
46936837 111212	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	767 54
47504113 110912	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	75 56
47972211 110912	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	31 57
78785193	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	62 74
83362590	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	93 03
		Warrant Total:	**1,030.44**
Warrant #. VW 00362025	**Payee Name: CHCA MAINLAND LP**		
188 093012	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	100 00
6390 093012	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	740 00
6390 093012	1101155000 - 5412110	Human Resources - Pre-Employment Physicals	245 00
		Warrant Total:	**1,085.00**
Warrant #: VW 00362027	**Payee Name: CHILDRENS CENTER INC, THE**		
FCC103112	1101440100 - 5449101	Community Services - Childrens Counseling Serv	11,445 00
		Warrant Total:	**11,445.00**
Warrant #: VW 00362029	**Payee Name: CITY OF GALVESTON**		
S0017929	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	127 48
		Warrant Total:	**127.48**
Warrant #: VW 00362030	**Payee Name: CITY OF GALVESTON**		
511730	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	84 17
		Warrant Total:	**84.17**
Warrant #: VW 00362031	**Payee Name: CITY OF LA MARQUE**		
160010352 110212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	50 85
16010854 112012	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	74 70

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**125.55**
Warrant #. VW 00362032	**Payee Name: CITY OF LAMARQUE**		
0200000300089	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	72 15
0220019618004	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	164 39
		Warrant Total:	**236.54**
Warrant #: VW 00362033	**Payee Name: CITY OF TEXAS CITY**		
1090151873	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	50 01
		Warrant Total:	**50.01**
Warrant #: VW 00362034	**Payee Name: CLARK, DIANE**		
12CR1527 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	828 75
12CR1915 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	192 50
		Warrant Total:	**1,021.25**
Warrant #. VW 00362035	**Payee Name: CLASSIC AUTOPLEX F-T LLC**		
75733	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	739 60
75780	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,392 10
75833	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	660 87
75837	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	45 00
75844	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	46 08
		Warrant Total:	**2,883.65**
Warrant #: VW 00362036	**Payee Name: COBURN SUPPLY COMPANY INC**		
135025984	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	149 68
135335403	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	115 72
135360071	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,783 28
135400631	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	89 88
		Warrant Total:	**2,138.56**
Warrant #: VW 00362037	**Payee Name: COCHRAN, WINSTON E JR**		
12CR2723 112012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**65.00**
Warrant #: VW 00362038	**Payee Name: COCHRAN, WINSTON E JR**		
11CR1065 112012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 75
		Warrant Total:	**113.75**
Warrant #: VW 00362039	**Payee Name: COLTZER, ROBERT G**		
326632 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	397 15
		Warrant Total:	**397.15**
Warrant #. VW 00362040	**Payee Name: COOK, DAVID**		
11CR3667 111412	1101121000 - 5431000	Justice Administration - Trial Expense	13 40
11CR3667 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 00
12CR0975 111412	1101121000 - 5431000	Justice Administration - Trial Expense	21 90
12CR0975 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	633 50
12JV0167	1101121000 - 5431000	Justice Administration - Trial Expense	24 20
12JV0167	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	651 40
314195 110912	1101121000 - 5431000	Justice Administration - Trial Expense	2 00
314195 110912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	382 80

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Invoice Number	Account Info		Amount
323668 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	313 50
		Warrant Total:	**2,724.70**
Warrant #: VW 00362041	**Payee Name: COOPER, CRYSTAL**		
11/15-16/12 TRVL	1101151600 - 5496301	County Treasurer - Auto Mileage	179 40
		Warrant Total:	**179.40**
Warrant #: VW 00362042	**Payee Name: COSTA MARIPOSA APARTMENTS**		
7555 MRDICAL CTR	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362044	**Payee Name: CRUZ, PAMEL MICHELLE**		
DRAWS 110212	1101127100 - 5481000	District Attorney - Contract Service	280 00
		Warrant Total:	**280.00**
Warrant #: VW 00362047	**Payee Name: DAHLENBURG, MICHAEL L**		
11CP0076 11412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
12CP0039 103112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 50
328068 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**650.50**
Warrant #: VW 00362048	**Payee Name: DATA FLEX BUSINESS PRODUCTS LLC**		
2190	1101126100 - 5310000	District Clerk - Supplies and Materials	748 25
		Warrant Total:	**748.25**
Warrant #: VW 00362049	**Payee Name: DAVID'S ISLAND**		
02375	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	6,482 00
		Warrant Total:	**6,482.00**
Warrant #: VW 00362050	**Payee Name: DAVISON, AMRI**		
111212 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	1,020 00
111412 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**1,146.64**
Warrant #: VW 00362052	**Payee Name: DIAZ, DEBBIE**		
OCT 2012 MLG	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	303 59
		Warrant Total:	**303.59**
Warrant #: VW 00362055	**Payee Name. DIETZ, C. LOGAN**		
12CR0938 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00362056	**Payee Name: DISCOUNT UNIFORMS INTERNATIONAL**		
0131142	1101223300 - 5312101	Constable Pct #3 - Rose - Uniform Expense	230 87
		Warrant Total:	**230.87**
Warrant #: VW 00362057	**Payee Name: DRAGONY, RACHEL ANN**		
324041 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
JAIL DKT 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**1,258.75**
Warrant #: VW 00362058	**Payee Name: DUCOTE, JAMES**		

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Invoice Number	Account Info		Amount
328334 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
		Warrant Total:	**146.25**
Warrant #: VW 00362059	**Payee Name: DUCOTE, JEREMY B**		
08CR3773 112012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,665 00
		Warrant Total.	**2,665.00**
Warrant #: VW 00362060	**Payee Name: ESCAMILLA, KELLY**		
2301 43RD DOWN	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	164 00
		Warrant Total:	**164.00**
Warrant #: VW 00362062	**Payee Name: FAUS, SALVADOR**		
08CR1234 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
		Warrant Total:	**308.75**
Warrant #: VW 00362064	**Payee Name: FIRST CHOICE POWER**		
655001100647275	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	118 41
655001202842975	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
		Warrant Total:	**268.41**
Warrant #: VW 00362066	**Payee Name: FLORES, SEGUNDO B.**		
11392ND AVE N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362067	**Payee Name: FOLEY, MARY ELIZABETH**		
12JV0178	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	365 75
		Warrant Total:	**365.75**
Warrant #: VW 00362068	**Payee Name: FULK, GEORGE BYRON**		
12CR2021 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
		Warrant Total:	**585.00**
Warrant #: VW 00362069	**Payee Name: FULTON & WELCH ATTORNEYS AT LAW PLLC**		
37661 080112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	666 25
		Warrant Total:	**666.25**
Warrant #: VW 00362070	**Payee Name: G & K SERVICES**		
1030223699	1101522020 - 5426106	Parks Department - Uniform Leasing	15 90
1030223706	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	13 67
1030223790	1101522020 - 5426106	Parks Department - Uniform Leasing	41 60
1030224797	1101170100 - 5426106	Facilities Srvs & Maintenance - Uniform Leasing	10 50
1030227168	1101451110 - 5426106	Senior Citizens - Uniform Leasing	36 24
1030227169	1101522020 - 5426106	Parks Department - Uniform Leasing	15 86
1030227171	1101522020 - 5426106	Parks Department - Uniform Leasing	61 84
		Warrant Total:	**195.61**
Warrant #: VW 00362072	**Payee Name: GALVESTON COUNTY WCID #1**		
120050039 111212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	118.79
		Warrant Total.	**118.79**
Warrant #: VW 00362073	**Payee Name: GELB, JEFFREY**		
327765 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50

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Invoice Number	Account Info		Amount
		Warrant Total:	**292 50**
Warrant #: VW 00362074	**Payee Name: GHOGOMU, WILLIAM T**		
327805 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 75
		Warrant Total:	**113.75**
Warrant #: VW 00362075	**Payee Name: GILLMAN, MICHAEL DAVID**		
11CR2978 110912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,560 00
12CR0795 111912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	893 75
12CR0907 111912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
12CR0972 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
		Warrant Total:	**3,948.75**
Warrant #: VW 00362080	**Payee Name: HERFF JONES CAP & GOWN DIVISION**		
1357675	1101121000 - 5310000	Justice Administration - Supplies and Materials	70 37
		Warrant Total:	**70.37**
Warrant #: VW 00362084	**Payee Name: HTI LTD**		
SCH001826	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	3,914 03
		Warrant Total:	**3,914.03**
Warrant #. VW 00362087	**Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD**		
SVC002570	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	654 00
SVC002605	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	258 00
		Warrant Total:	**912.00**
Warrant #: VW 00362090	**Payee Name: JACKSON, CALVIN C**		
12CR1463 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
12CR1500 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455.00
		Warrant Total:	**845.00**
Warrant #: VW 00362091	**Payee Name: JARREAU, JOANN**		
NOV 16 2012	1101522020 - 5496100	Parks Department - Travel and Education	17 76
		Warrant Total:	**17.76**
Warrant #: VW 00362092	**Payee Name: JONES, STACEY LEE**		
12CR1566 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	812 50
12CR2223 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
12CR2424 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
320951 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
ARI1300007	1101127100 - 5481000	District Attorney - Contract Service	3,599 75
		Warrant Total:	**5,663.50**
Warrant #: VW 00362093	**Payee Name: JORDAN COVE APTS**		
901 FM 517 608	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362095	**Payee Name: KENNIE, MARGARET**		
11/7-16/12	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	590 00
		Warrant Total:	**590.00**
Warrant #: VW 00362096	**Payee Name: KILGORE INDUSTRIES, LP**		

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Invoice Number	Account Info		Amount
3RET	1101000000 - 2070001	General Fund - Contract Payable Retainage	42 80
		Warrant Total.	**42.80**
Warrant #: VW 00362097	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2411	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	884 30
2416	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	467 76
		Warrant Total:	**1,352.06**
Warrant #: VW 00362098	**Payee Name: KONE INC**		
221032153	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	1,503 50
		Warrant Total:	**1,503.50**
Warrant #: VW 00362099	**Payee Name: KUTSCHKE, MELINDA**		
10CR1172 112012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**520.00**
Warrant #: VW 00362100	**Payee Name: LAPIERRE JOHNSON INVESTMENTS LLC**		
421 7TH ST N 24	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362101	**Payee Name: LAW OFFICE OF DONNA L LELEUX**		
09CP0042 110112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	236 27
11CP0085 103012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	240 50
12CP0031 103012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	403 00
12CP0055 10312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	884 00
12CR0015 110112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
		Warrant Total:	**2,101.77**
Warrant #: VW 00362102	**Payee Name: LAW OFFICE OF HALEY SLOSS**		
09CR0207 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
12CR2895 112012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
12CR2932 111912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
		Warrant Total:	**422.50**
Warrant #: VW 00362103	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
12JV0268 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00362104	**Payee Name: LAW OFFICES OF DAVID P WALKER PC**		
316383 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00362105	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
1929456	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	37 50
1945550	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 06
1949855	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	26 12
1952265	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	116 94
1968308	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	101 18
		Warrant Total:	**314.80**
Warrant #: VW 00362106	**Payee Name: LEATHERS, BILL**		
11CR2949 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,916 25

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Invoice Number	Account Info		Amount
12CR2860 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**4,111.25**
Warrant #: VW 00362107	**Payee Name: LEWIS, VICKI**		
11FD2738	1101000000 - 2460024	General Fund - District Clerk Investigator	1,200 00
12FD0329	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
12FD2167	1101000000 - 2460024	General Fund - District Clerk Investigator	2,400 00
		Warrant Total:	**4,200.00**
Warrant #: VW 00362109	**Payee Name: LITTLE PALACES**		
5107 AVE R	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362110	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20125393	1101000000 - 2460020	General Fund - Permit Deposits	853 14
		Warrant Total:	**853.14**
Warrant #: VW 00362112	**Payee Name: M BRUCE FORT PC**		
12CR1545 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	539 50
12CR1952 110812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	143 00
		Warrant Total:	**682.50**
Warrant #: VW 00362113	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
12CR0808 1112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
12CR2309 110612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	380 90
320452 1112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	453 70
		Warrant Total:	**1,029.60**
Warrant #: VW 00362114	**Payee Name: MAILFINANCE INC**		
N3550162	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	130 57
N3567778	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	333 39
		Warrant Total:	**463.96**
Warrant #: VW 00362115	**Payee Name: MAILROOM FINANCE INC**		
4105 100112	1101159100 - 5311140	Information Technology - Postage	18,750 00
4105 110112	1101159100 - 5311140	Information Technology - Postage	29,300 00
		Warrant Total:	**48,050.00**
Warrant #: VW 00362116	**Payee Name: MALONEY & PARKS LLP**		
10CR2263 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
12CR0142 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
12CR2498 111012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
324952 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
328229 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**1,462.50**
Warrant #: VW 00362117	**Payee Name: MANGLE, CHRISTINE L**		
08CP0046 110712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	19 50
10CP0068 110712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	320 41
11CP0075 110712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	409 50
12CP0027 110712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
		Warrant Total:	**781.91**

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Invoice Number	Account Info		Amount
Warrant #: VW 00362118	**Payee Name: MARION, WILLIAM DAVID**		
11CP0021 090512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	565 50
11CP0045 072012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
		Warrant Total:	**767.00**
Warrant #: VW 00362120	**Payee Name: MARTIN, THOMAS A**		
11CR1959 110512	1101121000 - 5431000	Justice Administration - Trial Expense	86 27
11CR1959 110512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,444 00
12CR1438 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**2,920.27**
Warrant #: VW 00362121	**Payee Name: MARTINEZ, RICARDO**		
9089 CANCELLED	1101000050 - 4471011	Culture and Recreation - User Fees - Carbide Park	700 00
		Warrant Total:	**700.00**
Warrant #: VW 00362122	**Payee Name: MARTY'S CITY AUTO INC**		
LOG 4711	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	3,788 18
		Warrant Total:	**3,788.18**
Warrant #: VW 00362123	**Payee Name: MASTER WORD SERVICE INC**		
54669	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	280 92
54670	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	3,563 25
		Warrant Total:	**3,844.17**
Warrant #: VW 00362126	**Payee Name: MCKNIGHT, LINDSEY MERWIN**		
12CR0389 112012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
		Warrant Total:	**747 50**
Warrant #: VW 00362128	**Payee Name: MOOTY, HELEN**		
NOV 2012 TRVL	1101513200 - 5317000	Galveston County Museum - Books & Periodicals	5 00
NOV 2012 TRVL	1101513200 - 5496100	Galveston County Museum - Travel and Education	213 79
		Warrant Total:	**218.79**
Warrant #: VW 00362129	**Payee Name: MORRIS, PHILLIP W**		
12CR2317 110912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00362131	**Payee Name: MUELLER, DINAH J**		
12CP0055 110512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
12CP0071 102312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	123 50
		Warrant Total:	**598.00**
Warrant #: VW 00362133	**Payee Name: MUTCHLER, RALPH**		
11CR0680 082311	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	420 00
		Warrant Total:	**420.00**
Warrant #: VW 00362134	**Payee Name: NATIONWIDE TITLE CLEARING**		
880035	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00362135	**Payee Name: NELSON, TAD A.**		
10CCR0762 100912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,650 00

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Invoice Number	Account Info		Amount
12CR1473 110912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	544 50
		Warrant Total:	**2,194.50**
Warrant #: VW 00362137	**Payee Name: NOTARY PUBLIC UNDERWRITERS AGENCY**		
00088911001	1101610200 - 5310000	County Extension - Supplies and Materials	101 75
		Warrant Total:	**101.75**
Warrant #: VW 00362139	**Payee Name: NRG ENERGY INC**		
102014	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	266,357 17
B/D 111612	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	222,586 97
		Warrant Total:	**488,944.14**
Warrant #: VW 00362140	**Payee Name: NRG ENERGY INC**		
14174643	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
50020676	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
5731864	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	95 09
700644503	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
700879042	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
702071580	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	111 72
703336842	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	141 77
70990726 103112	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	126 05
71752984	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	175 93
76248988	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	239 25
77266633	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	300 00
77760890	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	161 02
		Warrant Total:	**1,900.83**
Warrant #: VW 00362141	**Payee Name: OFFICE DEPOT INC**		
631756773001	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	999 90
		Warrant Total:	**999.90**
Warrant #: VW 00362144	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645425721	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	165 00
2645425742	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	511 50
2645425749	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	145 00
2645425761	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	331 00
3975454127	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	125.10
3975454213	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	264 60
3975454259	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	284 00
		Warrant Total:	**1,826.20**
Warrant #: VW 00362146	**Payee Name: PARKER, CAMERON**		
10/15-19/12 TRVL	1101522020 - 5496100	Parks Department - Travel and Education	205 00
		Warrant Total:	**205.00**
Warrant #: VW 00362148	**Payee Name: PENINSULA SANITATION SERVICE INC**		
49437	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
		Warrant Total:	**75.00**
Warrant #: VW 00362150	**Payee Name: PESTMASTER SERVICES INC**		
11721	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
11723	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
11724	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71

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Invoice Number	Account Info		Amount
11725	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11726	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
11727	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11728	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
11729	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
11730	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
11731	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11732	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11733	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
11734	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
11749	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
11750	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11769	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
11799	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
11800	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11801	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11815	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
11823	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11824	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
11831	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
11842	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11851	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
11860	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
11868	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	235 00
11869	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
11870	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
11890	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
11891	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
11892	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11893	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
11896	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
		Warrant Total.	**3,775.08**

Warrant #: VW 00362151 **Payee Name: POWELL, SUSAN**

325821 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	147 35
		Warrant Total:	**147.35**

Warrant #: VW 00362152 **Payee Name: PRECISION BUSINESS MACHINES INC**

67650	1101610200 - 5310000	County Extension - Supplies and Materials	484 68
		Warrant Total:	**484.68**

Warrant #: VW 00362153 **Payee Name: PROCTOR, BRITTNEY**

9260 CANCELLED	1101000050 - 4471015	Culture and Recreation - User Fee - J B Park	90 00
		Warrant Total:	**90.00**

Warrant #: VW 00362155 **Payee Name: RAMIREZ, TANYA E**

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

Warrant #: VW 00362159 **Payee Name: RIOS, ROBIN A**

110812 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	506 56
		Warrant Total:	**506.56**

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Invoice Number	Account Info		Amount
Warrant #: VW 00362163	**Payee Name: RUIZ, RUDY**		
1225 7TH AVE N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362165	**Payee Name: RUSSELL, GREG**		
12CR2552 110612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
JAIL DKT 111212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	190 00
		Warrant Total:	**368.75**
Warrant #: VW 00362166	**Payee Name: SAM'S CLUB DIRECT**		
999999	1101151800 - 5498000	Purchasing Agent - Membership And Dues	35 00
		Warrant Total:	**35.00**
Warrant #: VW 00362167	**Payee Name: SANTA FE AUTO PARTS INC**		
108209	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	26 24
109174	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	29 95
110330	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	14 09
110450	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	75 25
		Warrant Total:	**145.53**
Warrant #· VW 00362168	**Payee Name: SCHWAB, TAYLOR**		
10CR2323 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	825 50
12CR2457 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	513 50
		Warrant Total:	**1,339.00**
Warrant #: VW 00362170	**Payee Name. SCOTT, SHELBY**		
09CR3877 110212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 50
11CR2428 110512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,047 50
		Warrant Total:	**2,730.00**
Warrant #: VW 00362171	**Payee Name: SEABREEZE GROUP LTD**		
4106 AVE S	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	97 00
		Warrant Total:	**97.00**
Warrant #: VW 00362172	**Payee Name: SEARS & BENNETT LLP**		
10CR3693 110612	1101121000 - 5431000	Justice Administration - Trial Expense	58 09
10CR3693 110612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,575 00
		Warrant Total:	**3,633.09**
Warrant #: VW 00362174	**Payee Name: SECOND ADMINISTRATIVE JUDICIAL REGION**		
COUNTY PROP SHAR	1101121000 - 5499302	Justice Administration - Second Admin Dist	11,122 03
		Warrant Total:	**11,122.03**
Warrant #: VW 00362175	**Payee Name: SERENITY MASTER LLC SERIES C**		
4217 SEALY 12	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362176	**Payee Name: SHARP-MARX, KATHLEEN**		
11JV0222 100112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	291 00
		Warrant Total:	**291.00**
Warrant #: VW 00362177	**Payee Name: SIMPLEXGRINNELL LP**		

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Invoice Number	Account Info		Amount
68364639	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00362179	**Payee Name: SMITH, ROY**		
10/21-24/12 TRVL	1101159100 - 5496100	Information Technology - Travel and Education	147 50
10/21-24/12 TRVL	1101159100 - 5496301	Information Technology - Auto Mileage	43 38
		Warrant Total:	**190.88**
Warrant #: VW 00362180	**Payee Name: SOLUTIONS4SURE.COM INC**		
B120612149R1	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	-60 27
B12102999V1	1101159100 - 5751004	Information Technology - Printer/Copier Refresh	317 30
B12102999V2	1101159100 - 5751004	Information Technology - Printer/Copier Refresh	18,247 00
B12112259V1	1101159100 - 5310000	Information Technology - Supplies and Materials	152 83
		Warrant Total.	**18,656.86**
Warrant #: VW 00362182	**Payee Name: SOUTHERN COMPUTER WAREHOUSE**		
IN000056145	1101159100 - 5423500	Information Technology - Maintenance of Software	8,998 32
IN000056208	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	187 11
		Warrant Total:	**9,185.43**
Warrant #: VW 00362183	**Payee Name: SOUTHWASTE DISPOSAL LLC**		
0197721IN	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	3,210 00
		Warrant Total:	**3,210.00**
Warrant #: VW 00362184	**Payee Name: SPRINT SPECTRUM LP**		
10/1/12-09/30/13	1101522020 - 5492111	Parks Department - Telephone Cellular	4,800 00
		Warrant Total:	**4,800.00**
Warrant #: VW 00362186	**Payee Name: STANTON, ROBERT**		
10/29-11/01/12	1101211133 - 5496100	Sheriff-Corrections - Travel and Education	359 19
		Warrant Total:	**359.19**
Warrant #: VW 00362189	**Payee Name: SUHLER, DAVID**		
12CR2387 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	300 00
		Warrant Total:	**300.00**
Warrant #: VW 00362190	**Payee Name: SUNGARD PUBLIC SECTOR INC**		
57780	1101159100 - 5481000	Information Technology - Contract Service	8,630 18
		Warrant Total:	**8,630.18**
Warrant #: VW 00362191	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
213838	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	3 14
213940	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	5 98
213961	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 99
213962	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	250 34
213969	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	6 28
214004	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	16 99
214005	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 80
214014	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	30 07
214015	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	11 98
214025	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	9 83
		Warrant Total:	**381.40**

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Invoice Number	Account Info		Amount
Warrant #: VW 00362192	**Payee Name: TASER INTERNATIONAL INC**		
SI1303419	1101211143 - 5423000	Patrol Division - Maint/Repairs Equipment	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00362193	**Payee Name: TAYLOR, ANGELA M**		
08CR2491 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
12CR1038 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
12CR2623 102412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
312741 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
324143 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
		Warrant Total:	**1,592.50**
Warrant #: VW 00362194	**Payee Name: TAYLOR, DIANA**		
9355 RMB	1101000050 - 4471011	Culture and Recreation - User Fees - Carbide Park	410 00
		Warrant Total:	**410.00**
Warrant #: VW 00362195	**Payee Name: TELVENT USA HOLDINGS LLC**		
3850593	1101291010 - 5317101	Emergency Management - Subscriptions & Publications	3,384 00
		Warrant Total:	**3,384.00**
Warrant #: VW 00362196	**Payee Name: TEXAS ASSOCIATION OF COUNTIES**		
25304	1101110000 - 5496100	General Government - Travel and Education	250 00
R232546	1101110000 - 5496100	General Government - Travel and Education	100 00
		Warrant Total:	**350.00**
Warrant #: VW 00362197	**Payee Name: TEXAS CITY DMA HOUSING LP**		
3401 MAGNOLIA AV	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362198	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
12CR2463 111512	1101121000 - 5412115	Justice Administration - Psychological Exam	1,400 00
		Warrant Total:	**1,400.00**
Warrant #: VW 00362199	**Payee Name: TEXAS RECREATION AND PARK SOCIETY**		
15931	1101155000 - 5493100	Human Resources - Advertising	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00362200	**Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**		
REG MCCORMICK	1101123400 - 5495100	Justice Court Pct #4 - Education	100 00
REG MILLSAPS	1101123400 - 5495100	Justice Court Pct #4 - Education	100 00
REG MITCHELL	1101123400 - 5495100	Justice Court Pct #4 - Education	100 00
REG SHAFER	1101123400 - 5495100	Justice Court Pct #4 - Education	100 00
REG SONJA	1101123400 - 5495100	Justice Court Pct #4 - Education	100 00
		Warrant Total:	**500.00**
Warrant #: VW 00362201	**Payee Name: THIBODEAUX, ASHELY**		
CONCELLATION	1101000050 - 4471011	Culture and Recreation - User Fees - Carbide Park	340 00
		Warrant Total:	**340.00**
Warrant #: VW 00362202	**Payee Name: THOMA, JOHN**		
12CR3020 111312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**65.00**
Warrant #: VW 00362203	**Payee Name: TORRES, ROBERTO**		
02FD0742 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
10FD0557 110512	1101121000 - 5431000	Justice Administration - Trial Expense	42 50
10FD0557 110512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	471 25
12CR2549 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
304421 110912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
323678 110912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
JAIL DKT 111612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	760 00
		Warrant Total:	**2,183.75**
Warrant #: VW 00362204	**Payee Name: TRANSLOGIC CORPORATION**		
90365050	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	3,787 55
		Warrant Total:	**3,787.55**
Warrant #: VW 00362206	**Payee Name: TREVINO, ISMAEL**		
11CR3390 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	698.75
		Warrant Total:	**698.75**
Warrant #: VW 00362207	**Payee Name: UNITED PARCEL SERVICE**		
0000124ROY252	1101159100 - 5481000	Information Technology - Contract Service	11 18
000014217W452	1101159100 - 5481000	Information Technology - Contract Service	47 61
		Warrant Total:	**58.79**
Warrant #: VW 00362208	**Payee Name: UTMB**		
708X24013034	1101121000 - 5412115	Justice Administration - Psychological Exam	600 00
708X24013038	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
		Warrant Total:	**1,400.00**
Warrant #: VW 00362209	**Payee Name: VELOCITY COMMERCIAL CAPITAL**		
9	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	116 78
		Warrant Total:	**116.78**
Warrant #: VW 00362211	**Payee Name: WALMART**		
01304	1101610200 - 5310000	County Extension - Supplies and Materials	49 06
02489	1101610200 - 5310000	County Extension - Supplies and Materials	108 00
08975	1101610200 - 5310000	County Extension - Supplies and Materials	42 21
09676	1101610200 - 5310000	County Extension - Supplies and Materials	141 62
		Warrant Total:	**340.89**
Warrant #: VW 00362212	**Payee Name: WEBER, WINIFRED B**		
329925 111412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00362215	**Payee Name: WEST ISLE URGENT CARE**		
2393	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	55 00
		Warrant Total:	**55.00**
Warrant #: VW 00362216	**Payee Name: WHITLEY PENN LLP**		
169774	1101110000 - 5414200	General Government - Prof Serv Audit Fees	45,000 00
		Warrant Total:	**45,000.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00362217	**Payee Name: WIERZBICKI, PAUL**		
10/14-19/12 TRVL	1101522020 - 5496100	Parks Department - Travel and Education	270 00
		Warrant Total:	**270.00**
Warrant #: VW 00362220	**Payee Name: XEROX CORPORATION**		
COG2001K2	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	63,727 49
		Warrant Total:	**63,727.49**
Warrant #: VW 00362221	**Payee Name: YOUNGBLOOD, WENDY**		
2935 CALDER DR	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
		FUND 1101 TOTAL:	**920,748.44**

FUND: 2101 Cnty Records Mgt & Preservatio

Warrant #: VW 00362138	**Payee Name: NOVELLI JR, ROSS**		
ARI1300009	2101116020 - 5481000	County Records Management - Contract Service	10,000 00
		Warrant Total:	**10,000.00**
		FUND 2101 TOTAL:	**10,000.00**

FUND: 2131 DA Seized Funds Afte Aft 10/89

Warrant #: VW 00362142	**Payee Name: OMNI BANK N A.**		
2008 CHEVROLET	2131127132 - 5310000	DA Seized Funds Afte Aft 10/89 - Supplies and Materials	5,625 27
		Warrant Total:	**5,625.27**
		FUND 2131 TOTAL:	**5,625.27**

FUND: 2211 Law Library

Warrant #: VW 00362124	**Payee Name: MATTHEW BENDER & COMPANY INC**		
3000062570	2211129100 - 5317000	Law Library - Books & Periodicals	475 31
		Warrant Total:	**475.31**
Warrant #: VW 00362156	**Payee Name: REED ELSEVIER INC**		
1210091054	2211129100 - 5317000	Law Library - Books & Periodicals	460 00
		Warrant Total:	**460.00**
		FUND 2211 TOTAL:	**935.31**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00361995	**Payee Name: AMERSON, RODGER DAN**		
12FD1149 111312	2212125300 - 5432011	Mediation Services - Mediation Services	262 50
		Warrant Total:	**262.50**
Warrant #: VW 00362085	**Payee Name: HUMPHREYS & HUMPHREYS**		

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Invoice Number	Account Info		Amount
01FD1346 101612	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
01FD1807 110812	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**400.00**
Warrant #: VW 00362157	**Payee Name: RESOURCE AND CRISIS CENTER OF**		
SEP-OCT 2012	2212125300 - 5432011	Mediation Services - Mediation Services	1,350 00
		Warrant Total:	**1,350.00**
		FUND 2212 TOTAL:	**2,012.50**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00361989	**Payee Name: ALERE TOXICOLOGY SERVICES INC.**		
819395	2220255101 - 5481000	Adult Probation - Contract Service	1,805 00
		Warrant Total:	**1,805.00**
Warrant #: VW 00361993	**Payee Name: ALZAFARI, ERIC**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	132 65
		Warrant Total:	**132.65**
Warrant #: VW 00361999	**Payee Name. BAUM, JESSE**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	110 45
		Warrant Total:	**110.45**
Warrant #: VW 00362053	**Payee Name: DICKEY, ROCHELL**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	142 64
		Warrant Total:	**142.64**
Warrant #: VW 00362054	**Payee Name: DICKEY, WILLIAM SHANE**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	134 87
		Warrant Total:	**134.87**
Warrant #: VW 00362086	**Payee Name: HURT, STEPHEN**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	111 00
		Warrant Total:	**111.00**
Warrant #. VW 00362089	**Payee Name: J2 LABORATORIES INC.**		
52164	2220255101 - 5481000	Adult Probation - Contract Service	791 00
		Warrant Total:	**791.00**
Warrant #: VW 00362094	**Payee Name: JUAREZ, JENNIFER**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	208 68
		Warrant Total:	**208.68**
Warrant #: VW 00362136	**Payee Name: NGUYEN, MARGARITA**		
OCT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	130 43
		Warrant Total:	**130.43**
		FUND 2220 TOTAL:	**3,566.72**

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Invoice Number	Account Info		Amount
FUND: 2230 Juvenile Justice Fund			
Warrant #: VW 00361984	**Payee Name: 4M YOUTH SERVICES INC**		
CM12274	2230256100 - 5441301	Juvenile Justice - Placement Services	62 00
		Warrant Total:	**62.00**
Warrant #: VW 00362012	**Payee Name: BOYD PHD, JENINE COLLINS**		
11152012	2230256100 - 5412114	Juvenile Justice - Psychological Evaluations/Cert	1,500 00
		Warrant Total:	**1,500.00**
Warrant #: VW 00362061	**Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**		
OCT 2012	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	11,380 00
		Warrant Total:	**11,380.00**
Warrant #: VW 00362065	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**		
36297630	2230256105 - 5423112	Juv Justice - Administration - Auto Credit Card Exp	34 08
		Warrant Total:	**34.08**
Warrant #: VW 00362076	**Payee Name: GLAZIER FOODS COMPANY**		
8483026	2230256118 - 5314301	Detention - Kitchen Supplies	21 00
		Warrant Total:	**21.00**
Warrant #: VW 00362161	**Payee Name: ROBINSON TEXTILES INC**		
109413	2230256118 - 5312100	Detention - Clothing Expense	1,764 00
109439	2230256118 - 5310001	Detention - Depart Supplies-Non Cap FFE	780 00
		Warrant Total:	**2,544.00**
Warrant #: VW 00362164	**Payee Name: RUSCELLI, VINCENT**		
NOV 2012	2230256105 - 5412114	Juv Justice - Administration - Psychological Evaluations/	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00362211	**Payee Name: WALMART**		
00975	2230256118 - 5316011	Detention - Pharmaceuticals Supplies	135 80
		Warrant Total:	**135.80**
		FUND 2230 TOTAL:	**15,876.88**
FUND: 2260 Emergency Management Fund			
Warrant #: VW 00362078	**Payee Name: HALFF ASSOCIATES**		
H164747	2260292010 - 5451700	Disaster Recovery - Disaster Recovery Expenses	9,639 14
H167586	2260292010 - 5451700	Disaster Recovery - Disaster Recovery Expenses	3,225 55
		Warrant Total:	**12,864.69**
		FUND 2260 TOTAL:	**12,864.69**
FUND: 2301 Road & Bridge Fund			
Warrant #: VW 00361990	**Payee Name: ALEX AIR CONDITIONING INC**		
20160	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	241 64

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Invoice Number	Account Info		Amount
		Warrant Total:	**241.64**
Warrant #: VW 00361997	**Payee Name: BACLIFF BUILDERS SUPPLY INC.**		
12684	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	25 99
		Warrant Total:	**25.99**
Warrant #: VW 00362000	**Payee Name: BAY OIL CO CORP**		
222891	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,847 57
		Warrant Total:	**10,847.57**
Warrant #: VW 00362014	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL39424	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,897 56
IL39562	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	274 50
		Warrant Total:	**2,172.06**
Warrant #: VW 00362016	**Payee Name: CALICO WELDING SUPPLY CO**		
58279	2301312110 - 5481000	Administration - Contract Service	137 00
58287	2301312110 - 5481000	Administration - Contract Service	314 00
58306	2301312110 - 5481000	Administration - Contract Service	82 00
		Warrant Total:	**533.00**
Warrant #: VW 00362026	**Payee Name: CHERRY CRUSHED CONCRETE INC**		
1028289	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,330 62
1028486	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,723 34
1028576	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,655 96
1028603	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	9,568 92
1028604	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,778 24
1028715	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	11,788 92
1028716	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,450 07
1028864	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	1,517 78
		Warrant Total:	**37,813.85**
Warrant #: VW 00362063	**Payee Name: FILLINGAME INC**		
IVC44614	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	129 00
IVC44732	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	189 00
		Warrant Total:	**318.00**
Warrant #· VW 00362070	**Payee Name. G & K SERVICES**		
1030910657	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	40 96
		Warrant Total:	**40.96**
Warrant #: VW 00362081	**Payee Name: HERITAGE-CRYSTAL CLEAN LLC**		
12285660	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	290 14
		Warrant Total:	**290.14**
Warrant #: VW 00362082	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H43959	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	67 88
		Warrant Total:	**67.88**
Warrant #· VW 00362083	**Payee Name: HOME DEPOT**		
6171576	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	758 00
		Warrant Total:	**758.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00362125	**Payee Name: MATTHEWS INC**		
59035	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	970 00
		Warrant Total:	**970.00**
Warrant #: VW 00362132	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3299859	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	331 21
		Warrant Total:	**331.21**
Warrant #: VW 00362145	**Payee Name: OZARKA NATURAL SPRING WATER**		
02K0122815046	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	25 43
		Warrant Total:	**25.43**
Warrant #: VW 00362147	**Payee Name: PAT'S DEMOLITION AND DEBRIS REMOVAL**		
00031309	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	39 00
		Warrant Total:	**39.00**
Warrant #: VW 00362167	**Payee Name: SANTA FE AUTO PARTS INC**		
105529	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	396 81
109298	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	22 93
109420	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	30 28
109422	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	29 94
109666	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	65 04
109736	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	224 94
109737	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	37 59
109747	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	10 54
110525	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	366 85
110628	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	5 46
		Warrant Total:	**1,190.38**
		FUND 2301 TOTAL:	**55,665.11**

FUND: 2370 Flood Control Fund

Warrant #: VW 00000511	**Payee Name: KEYWORTHS HARDWARE INC**		
000168464	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	235 92
000168515	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	150 78
		Warrant Total:	**386.70**
Warrant #: VW 00362111	**Payee Name: LUDWIG CATERING INC**		
NOV 19 2012	2370190100 - 5498003	County Engineer - Dickinson Bayou Steer Comm Dues	315 00
		Warrant Total:	**315.00**
Warrant #: VW 00362144	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975100583	2370296121 - 5481000	Seawall Maintenance - Contract Service	-208 97
		Warrant Total:	**-208.97**
Warrant #: VW 00362145	**Payee Name: OZARKA NATURAL SPRING WATER**		
02K0122815095	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	30 43
		Warrant Total:	**30.43**
Warrant #: VW 00362214	**Payee Name: WELSH, MATTHEW SEAN**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
OCT 2012 MLG	2370296110 - 5496301	Building Inspector - Auto Mileage	792 54
		Warrant Total:	**792.54**
		FUND 2370 TOTAL:	**1,315.70**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00362028 **Payee Name: CITY OF GALVESTON**

10993	2410411100 - 5426251	Mosquito Control District - Rental Storage Facility	360 29
		Warrant Total:	**360.29**

Warrant #: VW 00362130 **Payee Name: MOUSER ELECTRONICS**

31286077	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	320 24
		Warrant Total:	**320.24**
		FUND 2410 TOTAL:	**680.53**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00362162 **Payee Name: ROSS**

23520	2501443300 - 5312100	Child Welfare - Clothing Expense	450 00
23554	2501443300 - 5312100	Child Welfare - Clothing Expense	268 21
23656	2501443300 - 5312100	Child Welfare - Clothing Expense	236 42
		Warrant Total:	**954.63**
		FUND 2501 TOTAL:	**954.63**

FUND: 2602 Beach Maintenance-Rd & Bridge

Warrant #: VW 00361992 **Payee Name: ALVIN EQUIPMENT CO INC**

IV55304	2602544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	467 00
IV55304	2602544042 - 5310001	Beach Maintenance-Rd & Bridge - Depart Supplies-Non Cap F	6,321 60
		Warrant Total:	**6,788.60**

Warrant #: VW 00362070 **Payee Name: G & K SERVICES**

1030229493	2602544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	20 09
		Warrant Total:	**20.09**

Warrant #: VW 00362148 **Payee Name: PENINSULA SANITATION SERVICE INC**

60692	2602544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
		Warrant Total:	**450.00**

Warrant #: VW 00362173 **Payee Name: SEASIDE ENTERPRISES INC**

228330	2602544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	15 12
		Warrant Total:	**15.12**

Warrant #: VW 00362210 **Payee Name: VULCAN INCORPORATED**

226879	2602544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	869 20
		Warrant Total:	**869.20**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
		FUND 2602 TOTAL:	**8,143.01**

FUND: 2823 Criminal Justice Grant Fund

Warrant #: VW 00362077 **Payee Name: GULF COAST CENTER**

I 061412	2823255115 - 5481000	Diversion Program Gulf Coast - Contract Service	8,640 00
		Warrant Total:	**8,640.00**
		FUND 2823 TOTAL:	**8,640.00**

FUND: 2824 Adult Probation Community

Warrant #: VW 00362079 **Payee Name: HENDERSON, ANTHONY**

OCT 2012 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	59 39
		Warrant Total:	**59.39**
		FUND 2824 TOTAL:	**59.39**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00361984 **Payee Name: 4M YOUTH SERVICES INC**

CM12274	2841256111 - 5441101	State Aid Grant A - Residential Services	3,038 00
		Warrant Total:	**3,038.00**
		FUND 2841 TOTAL:	**3,038.00**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00362108 **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**

187893	2864211127 - 5423110	Auto Task Force - Auto Maintenance	96 27
		Warrant Total:	**96.27**

Warrant #: VW 00362119 **Payee Name: MARK-N-GARD INC.**

12331	2864211127 - 5310001	Auto Task Force - Depart Supplies-Non Cap FFE	69 00
		Warrant Total:	**69.00**
		FUND 2864 TOTAL:	**165.27**

FUND: 2892 State Homeland Security Grant

Warrant #: VW 00362149 **Payee Name: PERPETUA TECHNOLOGIES, LLC**

21046	2892291113 - 5310000	2011 UASI Grant - Supplies and Materials	899 00
		Warrant Total.	**899.00**
		FUND 2892 TOTAL:	**899.00**

FUND: 2893 HMGP - IKE

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00362169	**Payee Name: SCIENCE APPLICATIONS INTERNATIONAL**		
INV0002257907	2893289000 - 5481000	Administration - Contract Service	119,400 94
INV0002308126	2893289000 - 5481000	Administration - Contract Service	44,246 69
		Warrant Total:	**163,647.63**
		FUND 2893 TOTAL:	**163,647.63**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00362187	**Payee Name: STERLING STRUCTURES, INC**		
9 110912	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-18,200 57
9 110912	2915242100 - 5481000	Crystal Beach Fire and EMS Sta - Contract Service	364,011 48
		Warrant Total:	**345,810 91**
		FUND 2915 TOTAL:	**345,810.91**

FUND: 2992 Severe Repetitive Loss Grant

Warrant #: VW 00362002	**Payee Name: BECK DISASTER RECOVERY INC**		
INV0002308128	2992299000 - 5481000	Administration - Contract Service	11,995 23
		Warrant Total:	**11,995.23**
		FUND 2992 TOTAL:	**11,995.23**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00362015	**Payee Name: BURTS AIR CONDITIONING & HEATING**		
1 110112	2994299521 - 5481000	Lewellyn Building - Contract Service	27,000 00
		Warrant Total:	**27,000.00**
Warrant #: VW 00362045	**Payee Name: CURRIE BUILDING DESIGN**		
GCP11142012	2994299522 - 5481000	Galv Courthouse Annex - Contract Service	5,500 00
		Warrant Total:	**5,500.00**
Warrant #: VW 00362046	**Payee Name: CZS DEVELOPERS LLC**		
2 112112	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-2,139 54
2 112112	2994299521 - 5481000	Lewellyn Building - Contract Service	42,790 70
		Warrant Total.	**40,651.16**
Warrant #: VW 00362160	**Payee Name: RLN CORPORATION**		
044870	2994299521 - 5481000	Lewellyn Building - Contract Service	28,526.67
		Warrant Total:	**28,526.67**
		FUND 2994 TOTAL:	**101,677.83**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00362009	**Payee Name: BOEDEKER CONSTRUCTION INC**		
18RET	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	27,093 04

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**27,093.04**
Warrant #: VW 00362043	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
2 111412	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,353 90
2 111412	3120179333 - 5722000	Llewellyn Building - Construction Bldg Capital Outl	27,078 00
		Warrant Total:	**25,724.10**
Warrant #: VW 00362127	**Payee Name: MITCHELL CHUOKE PLUMBING CO**		
11 113012	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-75 65
11 113012	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	1,513 00
		Warrant Total:	**1,437.35**
Warrant #: VW 00362188	**Payee Name: STROMMEN PAINTING AND ENTERPRISES INC**		
RTNG	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	3,896 09
		Warrant Total:	**3,896.09**
Warrant #: VW 00362205	**Payee Name: TREADWELL ELECTRIC CONTRACTORS INC**		
34443	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	22,579 95
		Warrant Total.	**22,579.95**
		FUND 3120 TOTAL:	**80,730.53**

FUND: 3206 Comb Tax/Revenue COB Sr 2003C

Warrant #: VW 00362096	**Payee Name: KILGORE INDUSTRIES, LP**		
3RET	3206000000 - 2070001	Comb Tax/Revenue COB Sr 2003C - Contract Payable Retainag	5,412 50
		Warrant Total:	**5,412.50**
		FUND 3206 TOTAL:	**5,412.50**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #. VW 00000513	**Payee Name: TRIPLE B SERVICES LLP**		
30 110112	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	1,028,784 50
		Warrant Total:	**1,028,784.50**
		FUND 3310 TOTAL:	**1,028,784.50**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00362006	**Payee Name: BINKLEY & BARFIELD INC**		
18021	3312312111 - 5731134	Non-County Roads - Stewart Rd Re-Aligned	3,483 87
18022	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	628 61
18023	3312312111 - 5731119	Non-County Roads - FM646/SH6/FM1764	70,202 52
		Warrant Total:	**74,315.00**
Warrant #: VW 00362154	**Payee Name. R W LUCAS CONSTRUCTION LLC**		
1 103112	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-20,841 29
1 103112	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	416,825 84
8 103112	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-21,494 86

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
8 103112	3312312111 - 5731132	Non-County Roads - Stewart Rd-75th to Cove View	429,897 27
		Warrant Total:	**804,386.96**
		FUND 3312 TOTAL:	**878,701.96**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00362008 **Payee Name: BNSF RAILWAY COMPANY**

90065214	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	157,634 91
		Warrant Total:	**157,634.91**
		FUND 3315 TOTAL:	**157,634.91**

FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

Warrant #: VW 00362001 **Payee Name: BAY PARK VENTURE I LTD**

ARI1300008	6123155021 - 5481000	Group Insurance - Contract Service	4,986 00
		Warrant Total:	**4,986.00**

Warrant #: VW 00362018 **Payee Name: CAREHERE LLC**

8495	6123155021 - 5417207	Group Insurance - CareHere Program Fee	22,317 00
8669	6123155021 - 5417207	Group Insurance - CareHere Program Fee	22,747 00
		Warrant Total:	**45,064.00**

Warrant #: VW 00362088 **Payee Name: INTERFACE EAP INC**

C027M1012	6123155021 - 5491704	Group Insurance - Employee Assistance Program	3,551 05
C027M1112	6123155021 - 5491704	Group Insurance - Employee Assistance Program	3,560 45
CO27M1212	6123155021 - 5491704	Group Insurance - Employee Assistance Program	3,565 50
		Warrant Total:	**10,677.00**

Warrant #: VW 00362185 **Payee Name: STANDARD INSURANCE CO**

SEPTEMBER 5 2012	6123155021 - 5491737	Group Insurance - Life Insurance Premiums	5,034 00
		Warrant Total:	**5,034.00**
		FUND 6123 TOTAL:	**65,761.00**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00362178 **Payee Name: SIMS, DESTIN**

103012 DAMAGES	6130151431 - 5491503	General Self Insurance - Claims Liability	144 30
		Warrant Total:	**144.30**

Warrant #: VW 00362213 **Payee Name: WEIGELT, GAY LYN**

080212 ISSING PR	6130151431 - 5491503	General Self Insurance - Claims Liability	688 00
		Warrant Total:	**688.00**
		FUND 6130 TOTAL:	**832.30**

FUND: 7605 Escrow Fund

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00362051	**Payee Name: DE BRETAGNE, ASHLEA**		
082612 SEIZURE	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	530 76
		Warrant Total:	**530.76**
Warrant #: VW 00362071	**Payee Name: GALVESTON COUNTY SHERIFF'S OFFICE**		
10CR0909 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	31 59
		Warrant Total:	**31.59**
Warrant #: VW 00362143	**Payee Name: OMNI BASE SERVICES INC**		
7/1/12-9/30/12	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	252 00
		Warrant Total:	**252.00**
Warrant #: VW 00362158	**Payee Name: RETREAT AT TEXAS CITY**		
11CR3097 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	160 00
		Warrant Total:	**160.00**
Warrant #: VW 00362181	**Payee Name: SOULAS, KEVIN**		
327833 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	1,835 00
		Warrant Total·	**1,835.00**
Warrant #: VW 00362218	**Payee Name: WILDE, KENNEH**		
319956 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00362219	**Payee Name: WOMENS CRISIS CENTER**		
325448	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	40 00
		Warrant Total:	**40.00**
		FUND 7605 TOTAL:	**3,349.35**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Summary of All Funds

Fund		Amount
1101	General Fund	920,748 44
2101	Cnty Records Mgt & Preservatio	10,000 00
2131	DA Seized Funds Afte Aft 10/89	5,625 27
2211	Law Library	935 31
2212	Mediation Services Prog Fund	2,012 50
2220	Adult Probation Fund	3,566 72
2230	Juvenile Justice Fund	15,876 88
2260	Emergency Management Fund	12,864 69
2301	Road & Bridge Fund	55,665 11
2370	Flood Control Fund	1,315 70
2410	Mosquito Control District Fund	680 53
2501	Child Welfare Fund	954 63
2602	Beach Maintenance-Rd & Bridge	8,143 01
2823	Criminal Justice Grant Fund	8,640 00
2824	Adult Probation Community	59 39
2841	Juvenile Probation-State Aid	3,038 00
2864	Auto Crimes Task Force Grant	165 27
2892	State Homeland Security Grant	899 00
2893	HMGP - IKE	163,647 63
2915	CDBG Infrastructure Program	345,810 91
2992	Severe Repetitive Loss Grant	11,995 23
2994	Disaster Recovery - Ike	101,677 83
3120	Limited Tax Cnty Bldg Bds Sr09	80,730 53
3206	Comb Tax/Revenue COB Sr 2003C	5,412 50
3310	Pass Thru Toll Rv Lt Tx BdSr07	1,028,784 50
3312	Unltd Tax Road Bonds Sr 2009	878,701 96
3315	Galv Causeway RR Bridge Proj	157,634 91
6123	Group,Wrks'Comp,Unemplmnt Ins	65,761 00
6130	Self Insurance Reserve Fund	832 30
7605	Escrow Fund	3,349 35
	Grand Total:	**3,895,529.10**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Approved Order to pay by Commissioners Court this day November 27, 2012.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

By: Amy Carr Deputy

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200361984	709754	4M YOUTH SERVICES INC	11/27/12	3,100 00	MW	OH		
A200361985	711149	A B SIGN SHOP	11/27/12	815 20	MW	OH		
A200361986	713428	ABM JANITORIAL SERVICES - SOU	11/27/12	56,814 18	MW	OH		
A200361987	713074	ACCENT ENERGY TEXAS LP	11/27/12	92 32	MW	OH		
A200361988	400871	ACTION PERSONNEL INC	11/27/12	771 60	MW	OH		
A200361989	706649	ALERE TOXICOLOGY SERVICES INC	11/27/12	1,805 00	MW	OH		
A200361990	017939	ALEX AIR CONDITIONING INC	11/27/12	241 64	MW	OH		
A200361991	714992	ALVAREZ, VANESSA	11/27/12	1,127 62	MW	OH		
A200361992	013177	ALVIN EQUIPMENT CO INC	11/27/12	6,788 60	MW	OH		
A200361993	714413	ALZAFARI, ERIC	11/27/12	132 65	MW	OH		
A200361994	709623	AMBIT ENERGY LP	11/27/12	340 44	MW	OH		
A200361995	702478	AMERSON, RODGER DAN	11/27/12	525 00	MW	OH	B7	
A200361996	714624	ARREDONDO, LINDSAY	11/27/12	253 28	MW	OH	B7	
A200361997	021030	BACLIFF BUILDERS SUPPLY INC	11/27/12	25 99	MW	OH		
A200361998	715032	BARRON, SHARON	11/27/12	220 00	MW	OH		
A200361999	715025	BAUM, JESSE	11/27/12	110 45	MW	OH		
A200362000	021360	BAY OIL CO CORP	11/27/12	16,102 99	MW	OH		
A200362001	713883	BAY PARK VENTURE I LTD	11/27/12	4,986 00	MW	OH	RE	
A200362002	710073	BECK DISASTER RECOVERY INC	11/27/12	11,995 23	MW	OH		
A200362003	401969	BENNETT, JAMES M	11/27/12	950 00	MW	OH	B7	
A200362004	403751	BERARDINELLI CORREIA SHAUNA	11/27/12	2 138 50	MW	OH	B7	
A200362005	700686	BFI WASTE SERVICES OF TEXAS L	11/27/12	693 09	MW	OH		
A200362006	711556	BINKLEY & BARFIELD INC	11/27/12	74,315 00	MW	OH		
A200362007	705535	BLEYL, AMY RUTH WILSON	11/27/12	130 00	MW	OH	B7	
A200362008	712358	BNSF RAILWAY COMPANY	11/27/12	157,634 91	MW	OH		
A200362009	703001	BOEDEKER CONSTRUCTION INC	11/27/12	27,093 04	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362010	408363	BONO, JONI	11/27/12	543 64	MW	OH	B7	
A200362011	704349	BOORSTEIN, BARRY	11/27/12	1 202 50	MW	OH	B7	
A200362012	710439	BOYD PHD, JENINE COLLINS	11/27/12	1,500 00	MW	OH		
A200362013	024091	BROADWAY DRUG STORE	11/27/12	146 19	MW	OH		
A200362014	024240	BROOKSIDE EQUIP SALES INC	11/27/12	2,423 17	MW	OH		
A200362015	408267	BURTS AIR CONDITIONING & HEAT	11/27/12	27 000 00	MW	OH		
A200362016	031559	CALICO WELDING SUPPLY CO	11/27/12	533 00	MW	OH		
A200362017	703700	CANON BUSINESS SOLUTIONS INC	11/27/12	12 27	MW	OH		
A200362018	708822	CAREHERE LLC	11/27/12	45,064 00	MW	OH		
A200362019	031047	CARMONA, FRANK	11/27/12	1,884 61	MW	OH	B7	
A200362020	706200	CASTILLO, MARK A	11/27/12	698 75	MW	OH	B7	
A200362021	706200	CASTILLO, MARK A	11/27/12	950 00	MW	OH	B7	
A200362022	702081	CEASER, KENDRIC	11/27/12	3,217 50	MW	OH	B7	
A200362023	706933	CEDRICK L MUHAMMAD PC	11/27/12	1,453 75	MW	OH	B7	
A200362024	407782	CENTERPOINT ENERGY	11/27/12	1,030 44	MW	OH		
A200362025	401934	CHCA MAINLAND LP	11/27/12	1 085 00	MW	OH		
A200362026	410729	CHERRY CRUSHED CONCRETE INC	11/27/12	37 813 85	MW	OH		
A200362027	032326	CHILDRENS CENTER INC, THE	11/27/12	11,445 00	MW	OH		
A200362028	033985	CITY OF GALVESTON	11/27/12	360 29	MW	OH		
A200362029	033985	CITY OF GALVESTON	11/27/12	127 48	MW	OH		
A200362030	033985	CITY OF GALVESTON	11/27/12	84 17	MW	OH		
A200362031	033209	CITY OF LA MARQUE	11/27/12	125 55	MW	OH		
A200362032	700433	CITY OF LAMARQUE	11/27/12	236 54	MW	OH		
A200362033	403085	CITY OF TEXAS CITY	11/27/12	50 01	MW	OH		
A200362034	033290	CLARK DIANE	11/27/12	1 021 25	MW	OH	B7	
A200362035	714708	CLASSIC AUTOPLEX F-T LLC	11/27/12	2,883 65	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362036	709399	COBURN SUPPLY COMPANY INC	11/27/12	2,138 56	MW	OH		
A200362037	702713	COCHRAN, WINSTON E JR	11/27/12	65 00	MW	OH	B7	
A200362038	702713	COCHRAN, WINSTON E JR	11/27/12	113 75	MW	OH	B7	
A200362039	034223	COLTZER, ROBERT G	11/27/12	397 15	MW	OH	B7	
A200362040	400896	COOK, DAVID	11/27/12	2,724 70	MW	OH	B7	
A200362041	704102	COOPER, CRYSTAL	11/27/12	179 40	MW	OH		
A200362042	712542	COSTA MARIPOSA APARTMENTS	11/27/12	100 00	MW	OH	RE	
A200362043	709896	CRESCENT ENGINEERING COMPANY	11/27/12	25,724 10	MW	OH		
A200362044	714978	CRUZ, PAMEL MICHELLE	11/27/12	280 00	MW	OH		
A200362045	711407	CURRIE BUILDING DESIGN	11/27/12	5,500 00	MW	OH		
A200362046	710987	CZS DEVELOPERS LLC	11/27/12	40,651 16	MW	OH		
A200362047	704992	DAHLENBURG, MICHAEL L	11/27/12	650 50	MW	OH	B7	
A200362048	707352	DATA FLEX BUSINESS PRODUCTS L	11/27/12	748 25	MW	OH		
A200362049	409732	DAVID'S ISLAND	11/27/12	6,482 00	MW	OH		
A200362050	710679	DAVISON, AMRI	11/27/12	1,146 64	MW	OH	B7	
A200362051	714995	DE BRETAGNE, ASHLEA	11/27/12	530 76	MW	OH		
A200362052	713177	DIAZ DEBBIE	11/27/12	303 59	MW	OH		
A200362053	710008	DICKEY, ROCHELL	11/27/12	142 64	MW	OH		
A200362054	710000	DICKEY, WILLIAM SHANE	11/27/12	134 87	MW	OH		
A200362055	714476	DIETZ, C LOGAN	11/27/12	195 00	MW	OH	B7	
A200362056	700075	DISCOUNT UNIFORMS INTERNATION	11/27/12	230 87	MW	OH		
A200362057	708361	DRAGONY, RACHEL ANN	11/27/12	1,258 75	MW	OH	B7	
A200362058	045286	DUCOTE, JAMES	11/27/12	146 25	MW	OH	B7	
A200362059	701181	DUCOTE, JEREMY B	11/27/12	2,665 00	MW	OH	B7	
A200362060	715029	ESCAMILLA, KELLY	11/27/12	164 00	MW	OH	RE	
A200362061	061234	FAMILY SERVICE CENTER OF GALV	11/27/12	11,380 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362062	410365	FAUS, SALVADOR	11/27/12	308 75	MW	OH	B7	
A200362063	407685	FILLINGAME INC	11/27/12	318 00	MW	OH		
A200362064	703810	FIRST CHOICE POWER	11/27/12	268 41	MW	OH		
A200362065	710210	FLEETCOR TECHNOLOGIES DBA CHE	11/27/12	34 08	MW	OH		
A200362066	715030	FLORES, SEGUNDO B	11/27/12	100 00	MW	OH		
A200362067	410304	FOLEY, MARY ELIZABETH	11/27/12	365 75	MW	OH	B7	
A200362068	704440	FULK, GEORGE BYRON	11/27/12	585 00	MW	OH	B7	
A200362069	713606	FULTON & WELCH ATTORNEYS AT L	11/27/12	666 25	MW	OH	B7	
A200362070	704625	G & K SERVICES	11/27/12	256 66	MW	OH		
A200362071	713611	GALVESTON COUNTY SHERIFF'S OF	11/27/12	31 59	MW	OH		
A200362072	071175	GALVESTON COUNTY WCID #1	11/27/12	118 79	MW	OH		
A200362073	701571	GELB, JEFFREY	11/27/12	292 50	MW	OH	B7	
A200362074	706770	GHOGOMU, WILLIAM T	11/27/12	113 75	MW	OH	B7	
A200362075	703986	GILLMAN, MICHAEL DAVID	11/27/12	3,948 75	MW	OH	B7	
A200362076	406040	GLAZIER FOODS COMPANY	11/27/12	21 00	MW	OH		
A200362077	400782	GULF COAST CENTER	11/27/12	8,640 00	MW	OH		
A200362078	700466	HALFF ASSOCIATES	11/27/12	12,864 69	MW	OH		
A200362079	431294	HENDERSON, ANTHONY	11/27/12	59 39	MW	OH		
A200362080	401035	HERFF JONES CAP & GOWN DIVISI	11/27/12	70 37	MW	OH		
A200362081	711536	HERITAGE-CRYSTAL CLEAN LLC	11/27/12	290 14	MW	OH		
A200362082	710193	HI-RAI EQUIPMENT COMPANY LLC	11/27/12	67 88	MW	OH		
A200362083	409105	HOME DEPOT	11/27/12	758 00	MW	OH		
A200362084	701822	HTI LTD	11/27/12	3,914 03	MW	OH		
A200362085	707452	HUMPHREYS & HUMPHREYS	11/27/12	400 00	MW	OH	B7	
A200362086	715026	HURT, STEPHEN	11/27/12	111 00	MW	OH		
A200362087	706976	HVAC MECHANICAL SERVICES OF T	11/27/12	912 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362088	400917	INTERFACE EAP INC	11/27/12	10,677 00	MW	OH		
A200362089	713785	J2 LABORATORIES INC	11/27/12	791 00	MW	OH		
A200362090	407630	JACKSON, CALVIN C	11/27/12	845 00	MW	OH	B7	
A200362091	715042	JARREAU, JOANN	11/27/12	17 76	MW	OH		
A200362092	701243	JONES, STACEY LEE	11/27/12	5,663 50	MW	OH	B7	
A200362093	704183	JORDAN COVE APTS	11/27/12	100 00	MW	OH	RE	
A200362094	714623	JUAREZ, JENNIFER	11/27/12	208 68	MW	OH		
A200362095	405344	KENNIE, MARGARET	11/27/12	590 00	MW	OH	B7	
A200362096	712768	KILGORE INDUSTRIES, LP	11/27/12	5 455 30	MW	OH		
A200362097	402386	KLEEN JANITORIAL SUPPLY COMPA	11/27/12	1,352 06	MW	OH		
A200362098	713306	KONE INC	11/27/12	1,503 50	MW	OH		
A200362099	706952	KUTSCHKE, MELINDA	11/27/12	520 00	MW	OH	B7	
A200362100	714759	LAPIERRE JOHNSON INVESTMENTS	11/27/12	100 00	MW	OH	RE	
A200362101	701780	LAW OFFICE OF DONNA L LELEUX	11/27/12	2 101 77	MW	OH	B7	
A200362102	714975	LAW OFFICE OF HALEY SLOSS	11/27/12	422 50	MW	OH	B7	
A200362103	711543	LAW OFFICE OF MICHAEL RUSSO P	11/27/12	162 50	MW	OH	B7	
A200362104	403281	LAW OFFICES OF DAVID P WALKER	11/27/12	195 00	MW	OH	B7	
A200362105	706067	LCR-M LIMITED PARTNERSHIP	11/27/12	314 80	MW	OH		
A200362106	705777	LEATHERS, BILL	11/27/12	4,111 25	MW	OH	B7	
A200362107	122275	LEWIS, VICKI	11/27/12	4 200 00	MW	OH		
A200362108	123026	LICGIOS TIPE AND SERVICE CENT	11/27/12	36 27	MW	OH		
A200362109	715028	LITTLE PALACES	11/27/12	100 00	MW	OH	RE	
A200362110	703141	LJA ENGINEERING & SURVEYING I	11/27/12	853 14	MW	OH		
A200362111	407330	LUDWIG CATERING INC	11/27/12	315 00	MW	OH		
A200362112	711912	M BRUCE FORT PC	11/27/12	682 50	MW	OH	B7	
A200362113	709123	M FOX CURL AND ASSOCIATES PC	11/27/12	1,029 60	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362114	713989	MAILFINANCE INC	11/27/12	463 96	MW	OH		
A200362115	713527	MAILROOM FINANCE INC	11/27/12	48,050 00	MW	OH		
A200362116	709125	MALONEY & PARKS LLP	11/27/12	1,462 50	MW	OH	B7	
A200362117	406588	MANGLE CHRISTINE L	11/27/12	781 91	MW	OH	B7	
A200362118	407300	MARION, WILLIAM DAVID	11/27/12	767 00	MW	OH	B7	
A200362119	715031	MARK-N-GARD INC	11/27/12	69 00	MW	OH		
A200362120	704124	MARTIN, THOMAS A	11/27/12	2,920 27	MW	OH	B7	
A200362121	715041	MARTINEZ, RICARDO	11/27/12	700 00	MW	OH		
A200362122	705312	MARTY'S CITY AUTO INC	11/27/12	3,788 18	MW	OH		
A200362123	705424	MASTER WORD SERVICE INC	11/27/12	3,844 17	MW	OH		
A200362124	401374	MATTHEW BENDER & COMPANY INC	11/27/12	475 31	MW	OH		
A200362125	131391	MATTHEWS INC	11/27/12	970 00	MW	OH		
A200362126	711226	MCKNIGHT LINDSEY MERWIN	11/27/12	747 50	MW	OH	B7	
A200362127	032250	MITCHELL CHUOKE PLUMBING CO	11/27/12	1,437 35	MW	OH		
A200362128	714479	MOOTY HELEN	11/27/12	218 79	MW	OH		
A200362129	710357	MORRIS, PHILLIP W	11/27/12	455 00	MW	OH	B7	
A200362130	713878	MOUSER ELECTRONICS	11/27/12	320 24	MW	OH		
A200362131	405987	MUELLER, DINAH J	11/27/12	598 00	MW	OH	B7	
A200362132	404669	MUSTANG TRACTOR & EQUIPMENT C	11/27/12	331 21	MW	OH		
A200362133	703746	MUTCHLER RALPH	11/27/12	420 00	MW	OH	B7	
A200362134	712760	NATIONWIDE TITLE CLEARING	11/27/12	8 00	MW	OH		
A200362135	714434	NELSON TAD A	11/27/12	2,194 50	MW	OH	B7	
A200362136	714775	NGUYEN, MARGARITA	11/27/12	130 43	MW	OH		
A200362137	144220	NOTARY PUBLIC UNDERWRITERS AG	11/27/12	101 75	MW	OH		
A200362138	708712	NOVELLI JR, ROSS	11/27/12	10,000 00	MW	OH	RE	
A200362139	711213	NRG ENERGY INC	11/27/12	488,944 14	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362140	711213	NRG ENERGY INC	11/27/12	1,900 83	MW	OH		
A200362141	152033	OFFICE DEPOT INC	11/27/12	999 90	MW	OH		
A200362142	715043	OMNI BANK N A	11/27/12	5,625 27	MW	OH		
A200362143	703084	OMNI BASE SERVICES INC	11/27/12	252 00	MW	OH		
A200362144	400105	OWEN ELECTRIC SUPPLY	11/27/12	1,617 23	MW	OH		
A200362145	155036	OZARKA NATURAL SPRING WATER	11/27/12	55 86	MW	OH		
A200362146	714986	PARKER CAMERON	11/27/12	205 00	MW	OH		
A200362147	409788	PAT'S DEMOLITION AND DEBRIS R	11/27/12	39 00	MW	OH		
A200362148	705136	PENINSULA SANITATION SERVICE	11/27/12	525 00	MW	OH		
A200362149	712012	PERPETUA TECHNOLOGIES, LLC	11/27/12	899 00	MW	OH		
A200362150	709286	PESTMASTER SERVICES INC	11/27/12	3,775 08	MW	OH		
A200362151	710361	POWELL, SUSAN	11/27/12	147 35	MW	OH	B7	
A200362152	701340	PRECISION BUSINESS MACHINES I	11/27/12	484 68	MW	OH		
A200362153	715039	PROCTOR, BRITTNEY	11/27/12	90 00	MW	OH		
A200362154	712886	R W LUCAS CONSTRUCTION LLC	11/27/12	804,386 96	MW	OH		
A200362155	707699	RAMIREZ, TANYA E	11/27/12	3,862 50	MW	OH		
A200362156	706403	REED ELSEVIER INC	11/27/12	460 00	MW	OH		
A200362157	706338	RESOURCE AND CRISIS CENTER OF	11/27/12	1 350 00	MW	OH	B7	
A200362158	714980	RETREAT AT TEXAS CITY	11/27/12	160 00	MW	OH		
A200362159	714188	RIOS, ROBIN A	11/27/12	506 56	MW	OH	B7	
A200362160	711000	RLN CORPORATION	11/27/12	28,526 67	MW	OH		
A200362161	184358	ROBINSON TEXTILES INC	11/27/12	2,544 00	MW	OH		
A200362162	704853	ROSS	11/27/12	954 63	MW	OH		
A200362163	704247	RUIZ, RUDY	11/27/12	100 00	MW	OH		
A200362164	410635	RUSCELLI, VINCENT	11/27/12	200 00	MW	OH		
A200362165	710577	RUSSELL, GREG	11/27/12	368 75	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362166	405145	SAM'S CLUB DIRECT	11/27/12	35 00	MW	OH		
A200362167	191023	SANTA FE AUTO PARTS INC	11/27/12	1 335 91	MW	OH		
A200362168	702664	SCHWAB, TAYLOR	11/27/12	1,339 00	MW	OH	B7	
A200362169	714512	SCIENCE APPLICATIONS INTERNAT	11/27/12	163,647 63	MW	OH		
A200362170	701888	SCOTT, SHELBY	11/27/12	2,730 00	MW	OH	B7	
A200362171	714983	SEABREEZE GROUP LTD	11/27/12	97 00	MW	OH		
A200362172	711834	SEARS & BENNETT LLP	11/27/12	3,633 09	MW	OH	B7	
A200362173	192146	SEASIDE ENTERPRISES INC	11/27/12	15 12	MW	OH		
A200362174	408778	SECOND ADMINISTRATIVE JUDICIA	11/27/12	11,122 03	MW	OH		
A200362175	714982	SERENITY MASTER LLC SERIES C	11/27/12	100 00	MW	OH		
A200362176	714353	SHARP-MARX KATHLEEN	11/27/12	291 00	MW	OH	B7	
A200362177	705135	SIMPLEXGRINNELL LP	11/27/12	195 00	MW	OH		
A200362178	714996	SIMS DESTIN	11/27/12	144 30	MW	OH		
A200362179	714977	SMITH, ROY	11/27/12	190 88	MW	OH		
A200362180	704289	SOLUTIONS4SURE COM INC	11/27/12	18,656 86	MW	OH		
A200362181	715001	SOULAS, KEVIN	11/27/12	1,835 00	MW	OH		
A200362182	701326	SOUTHERN COMPUTER WAREHOUSE	11/27/12	9,185 43	MW	OH		
A200362183	711766	SOUTHWASTE DISPOSAL LLC	11/27/12	3,210 00	MW	OH		
A200362184	707542	SPRINT SPECTRUM LP	11/27/12	4 800 00	MW	OH		
A200362185	500042	STANDARD INSURANCE CO	11/27/12	5,034 00	MW	OH		
A200362186	714991	STANTON, ROBERT	11/27/12	359 19	MW	OH		
A200362187	713764	STERLING STRUCTURES INC	11/27/12	345,810 91	MW	OH		
A200362188	410015	STROMMEN PAINTING AND ENTERPR	11/27/12	3 896 09	MW	OH		
A200362189	702839	SUHLER, DAVID	11/27/12	300 00	MW	OH	B7	
A200362190	707408	SUNGARD PUBLIC SECTOR INC	11/27/12	8,630 18	MW	OH		
A200362191	195016	SUTHERLAND LUMBER SOUTHWEST I	11/27/12	381 40	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362192	706657	TASER INTERNATIONAL INC	11/27/12	350 00	MW	OH		
A200362193	410529	TAYLOR, ANGELA M	11/27/12	1,592 50	MW	OH	B7	
A200362194	715040	TAYLOR, DIANA	11/27/12	410 00	MW	OH		
A200362195	713827	TELVENT USA HOLDINGS LLC	11/27/12	3,384 00	MW	OH		
A200362196	202671	TEXAS ASSOCIATION OF COUNTIES	11/27/12	350 00	MW	OH		
A200362197	715037	TEXAS CITY DMA HOUSING LP	11/27/12	100 00	MW	OH		
A200362198	708583	TEXAS LAW & PSYCHIATRY PLLC	11/27/12	1,400 00	MW	OH		
A200362199	400127	TEXAS RECREATION AND PARK SOC	11/27/12	100 00	MW	OH		
A200362200	406578	TEXAS STATE UNIVERSITY SAN MA	11/27/12	500 00	MW	OH		
A200362201	715018	THIBODEAUX, ASHELY	11/27/12	340 00	MW	OH		
A200362202	406147	THOMA, JOHN	11/27/12	65 00	MW	OH	B7	
A200362203	700583	TORRES, ROBERTO	11/27/12	2 183 75	MW	OH	B7	
A200362204	705705	TRANSLOGIC CORPORATION	11/27/12	3 787 55	MW	OH		
A200362205	705465	TREADWELL ELECTRIC CONTRACTOR	11/27/12	22,579 95	MW	OH		
A200362206	711566	TREVINO ISMAEL	11/27/12	698 75	MW	OH	B7	
A200362207	701538	UNITED PARCEL SERVICE	11/27/12	58 79	MW	OH		
A200362208	402812	UTMB	11/27/12	1,400 00	MW	OH		
A200362209	715020	VELOCITY COMMERCIAL CAPITAL	11/27/12	116 78	MW	OH		
A200362210	700362	VULCAN INCORPORATED	11/27/12	869 20	MW	OH		
A200362211	231209	WALMART	11/27/12	476 69	MW	OH		
A200362212	701863	WEBER, WINIFRED B	11/27/12	195 00	MW	OH	B7	
A200362213	714989	WEIGELT, GAY LYN	11/27/12	688 00	MW	OH		
A200362214	700273	WELSH, MATTHEW SEAN	11/27/12	792 54	MW	OH		
A200362215	714843	WEST ISLE URGENT CARE	11/27/12	55 00	MW	OH		
A200362216	714674	WHITLEY PENN LLP	11/27/12	45,000 00	MW	OH		
A200362217	714985	WIERZBICKI, PAUL	11/27/12	270 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362218	714999	WILDE, KENNEH	11/27/12	500 00	MW	OH		
A200362219	715000	WOMENS CRISIS CENTER	11/27/12	40 00	MW	OH		
A200362220	242016	XEROX CORPORATION	11/27/12	63 727 49	MW	OH		
A200362221	715027	YOUNGBLOOD, WENDY	11/27/12	100 00	MW	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	2863,414 68	Number of Checks Processed	238
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
S U B T O T A L	2863,414 68		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000510	714252	CLASSIC AUTOPLEX GM LLC	11/27/12	56 78	CX	OH		
F600000511	403006	KEYWORTHS HARDWARE INC	11/27/12	573 14	CX	OH		
F600000512	714557	R ALDEN MARSHALL & ASSOCIATES	11/27/12	2,700 00	CX	OH		
F600000513	711227	TRIPLE B SERVICES LLP	11/27/12	1028,784 50	CX	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	1032,114 42	Number of Checks Processed	4
S U B T O T A L	1032,114 42		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
		G R A N D T O T A L S						
		Total Void Machine Written		0 00			Number of Checks Processed	0
		Total Void Hand Written		0 00			Number of Checks Processed	0
		Total Machine Written		2863,414 68			Number of Checks Processed	238
		Total Hand Written		0 00			Number of Checks Processed	0
		Total Reversals		0 00			Number of Checks Processed	0
		Total Cancelled		1032,114 42			Number of Checks Processed	4
		G R A N D T O T A L		3895,529 10				

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00362222	**Payee Name: CEASER, KENDRIC**		
12CR0956 102412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,088 75
		Warrant Total:	**1,088.75**
Warrant #. VW 00362223	**Payee Name. CITY OF DICKINSON**		
7/1/12-9/30/12	1101440100 - 5451104	Community Services - Galveston Cnty EMS	21,000 00
		Warrant Total:	**21,000.00**
Warrant #: VW 00362224	**Payee Name: DISCOUNT UNIFORMS INTERNATIONAL**		
0101608	1101223500 - 5312101	Constable Pct #5 - Montez - Uniform Expense	125 00
		Warrant Total.	**125.00**
Warrant #: VW 00362225	**Payee Name: JONES, STACEY LEE**		
12CR2289 111512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
		Warrant Total:	**747 50**
Warrant #: VW 00362226	**Payee Name: JP MORGAN CHASE**		
NOVEMBER 12 STMT	1101000000 - 1809009	General Fund - P Card #1793	223,313 27
		Warrant Total:	**223,313.27**
Warrant #· VW 00362227	**Payee Name· LAW OFFICE OF HALEY SLOSS**		
09CR0207 1121	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
12CR2895 1112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
12CR2932 1119	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
		Warrant Total:	**471.25**
Warrant #: VW 00362228	**Payee Name: MY SUN COAST PROPERTIES**		
5225 AVE R 1/2	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
		FUND 1101 TOTAL:	**246,845.77**
FUND: 2220 Adult Probation Fund			
Warrant #: VW 00362226	**Payee Name: JP MORGAN CHASE**		
NOVEMBER 12 STMT	2220000000 - 1801183	Adult Probation Fund - P Card #6479	437 19
		Warrant Total:	**437.19**
		FUND 2220 TOTAL:	**437.19**
FUND: 2230 Juvenile Justice Fund			
Warrant #: VW 00362226	**Payee Name: JP MORGAN CHASE**		
NOVEMBER 12 STMT	2230000000 - 1801040	Juvenile Justice Fund - P Crd #8253	3,175 54

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Invoice Number	Account Info	Amount
	Warrant Total:	**3,175 54**
	FUND 2230 TOTAL:	**3,175.54**

FUND: 2240 Sheriff's Commissary Fund

Warrant #: VW 00362226 **Payee Name: JP MORGAN CHASE**

NOVEMBER 12 STMT 2240000000 - 1801175	Sheriff Commissary Fund - P Card #0065	19,578 17
	Warrant Total:	**19,578.17**
	FUND 2240 TOTAL:	**19,578.17**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00362226 **Payee Name: JP MORGAN CHASE**

NOVEMBER 12 STMT 2301000000 - 1802004	Road and Bridge Fund - P Crd #7301	6,535 53
	Warrant Total.	**6,535.53**
	FUND 2301 TOTAL:	**6,535.53**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00362226 **Payee Name: JP MORGAN CHASE**

NOVEMBER 12 STMT 2410000000 - 1803007	Mosquito Control District - P Card #3257	691 21
	Warrant Total:	**691.21**
	FUND 2410 TOTAL:	**691.21**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00362226 **Payee Name: JP MORGAN CHASE**

NOVEMBER 12 STMT 2864000000 - 1801150	Galv Co Auto Crimes Task Force - P Card #7753	1,477 66
	Warrant Total:	**1,477.66**
	FUND 2864 TOTAL:	**1,477.66**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 11/27/2012

Approved Order to pay by Commissioners Court this day November 27, 2012

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

ATTEST:

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Dwight D Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

By: Amy Carr Deputy

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200362222	702081	CEASER, KENDRIC	11/27/12	1,088 75	MW	OH	B7	
A200362223	406676	CITY OF DICKINSON	11/27/12	21,000 00	MW	OH		
A200362224	700075	DISCOUNT UNIFORMS INTERNATION	11/27/12	125 00	MW	OH		
A200362225	701243	JONES, STACEY LEE	11/27/12	747 50	MW	OH	B7	
A200362226	410476	JP MORGAN CHASE	11/27/12	255 208 57	MW	OH		
A200362227	714975	LAW OFFICE OF HALEY SLOSS	11/27/12	471 25	MW	OH	B7	
A200362228	715015	MY SUN COAST PROPERTIES	11/27/12	100 00	MW	OH		

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	278,741 07	Number of Checks Processed	7
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
G R A N D T O T A L	278,741 07		

AGENDA ITEM #1b

ORDER

On this the 27th day of November 2012, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Nov. 21st, 2012 and being salary warrant numbers **PY0334197 through PY0334471 and EFT90351016 through EFT90352306.** The gross amount of such warrants are estimated **$2,956,962.82 for Biweekly Payroll #24, 2012 including Election Workers.**

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

BY COMMISSIONER DOYLE THE ABOVE ORDER WAS PASSED THIS 27TH DAY

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

COUNTY OF GALVESTON, TEXAS

Mark Henry, County Judge

ATTEST

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

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

Employee Pay Assignment Changes for Payroll Period 11/8/2012 thru 11/21/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	BORDEAUX, GABRIELA L	FTBE	10 DEPUTY COUNTY CLERK	11/15/2012		10A1	$28,055	1,079 05 B	REASSIGNMENT
114000	County Clerk	HERNANDEZ BRANDON H	FTBE	30 SENIOR COURT CLERK-PROBATE	11/8/2012		12A1	$30,967	1 191 07 B	PROMOTION
114021	County Clerk Archive	CATO, ELIZABETH G	FTBE	7 DEPUTY COUNTY CLERK	11 15/2012		10A1	$28,055	1 079 05 B	REASSIGNMENT
114021	County Clerk Archive	JOHNSON VON M	FTBE	4 DEPUTY COUNTY CLERK	11/15/2012		10A1	$28,055	1 079 05 B	REASSIGNMENT
114030	Election Expense	ANDREWS EDNA M	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	BAILES, KOREY	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	BUBENIK-EVANS, BRADY	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	BUFORD, BRADLEY	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	BUFORD, ELAINE A	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	COBBS, DORIS	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	CONTRERAS JR, ERNEST	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	CROMER, THERESA C	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	DAVIS, PATRICIA L	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	GIAMFORTONE, BARBARA	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	GRIFFIN ALAN	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	HALEY, SAMUEL	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	HUDGINS, SEAN M	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	LAWSON, THOMAS R	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	MCFARLAND, PATRICK M	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	SANCHEZ, SARAH	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	STANLEY, EMMA T	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	WILSON, DILLON	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	WOODKOCK, BRUCE	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	WORTHY, ELIZABETH A	PTEL	500 ELECTION WORKER-TEMP	11/8/2012		0000	$10 400	10 00 H	APPOINTMENT
151300	County Auditor	GUSTAFSON, TERRI L	FTBE	55 ACCOUNTS PAYABLE	11/12/2012		12C1	$32 535	1,251 37 B	TRANSFER
152500	Housing	CANTU, ANGELA A	FTBE	403 ADMINISTRATIVE ASSISTANT	11/8/2012		12A1	$30 967	1,191 07 B	PSN # CHANGE
152500	Housing	CECCACCI, ROSALYN O	FTBE	405 ADMINISTRATIVE ASSISTANT	11/8/2012		12A1	$30 967	1 191 07 B	PSN # CHANGE
152500	Housing	GENTILE, JAMES M	FTBE	401 HOUSING & ECONO DIRECTOR	11/8/2012		23E1	$68 245	2,624 84 B	PSN # CHANGE
152500	Housing	POSEY, MAURA M	FTBE	406 ADMINISTRATIVE ASSISTANT	11/8/2012		12A1	$30 967	1 191 07 B	PSN # CHANGE

* Rate Type H = Hourly B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 11/8/2012 thru 11/21/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
152500	Housing	SARVIS, CRYSTAL L	FTBE	402 MONITORING COORDINATOR	11/8/2012		18A1	$41 648	1 601 86 B	PSN # CHANGE
159100	Information Technology	GONZALEZ JR LEONARD	FTBE	33 NETWORK SUPPORT SPECIALISTI	1/8/2012		20A1	$45,971	1 768 15 B	PROMOTION
159100	Information Technology	WHITE, TAYLOR E	FTBE	5 CUST SUPPORT TECH I		11/8/2012	13C1	$34,182	1,314 72 B	TERMINATION
211133	Corrections-Sheriff	DRICKS RICHARD D	FTBE	276 DEPUTY II		11/21/2012	14G1	$39,641	1 524 68 B	TERMINATION
211133	Corrections-Sheriff	HOGAN DAMON R	FTBE	115 DEPUTY II	11/13/2012		14G1	$39,641	1,524 67 B	CAREER LADDER
211143	Patrol Division	WELLER TODD M	PTNS	81 DEPUTY, PART-TIME	11/12/2012		0000	$1,525	58 67 B	APPOINTMENT
211150	Warrant's - Sheriff's	CARRIZALEZ ROSE MARY	FTBE	15 WARRANT OFFICER	11/8/2012		16K1	$48,299	1,857 67 B	TRANSFER
223700	Constable Pct #7 - Matranga	PHILLIPS KEILON J	FTBE	2 DEPUTY CONSTABLE-PCT 7		11/13/2012	15A1	$35,913	1,381 28 B	TERMINATION
256118	Detention	SIMMONS SHAILEN J	FTBE	44 JUVENILE SUPERVISION OFCR	11/13/2012		1200	$32 201	1,238 52 B	APPOINTMENT
256119	Post Program	GALVAN, ALAN M	FTBE	40 JUVENILE SUPERVISION OFCR		11/13/2012	1200	$32 201	1,238 52 B	TERMINATION
312120	F M Lateral Road	KNAPP, JAMES L	FTBE	28 HEAVY EQUIPMENT OPERATOR	11/8/2012		09A1	$26,703	1,027 06 B	APPOINTMENT
451185	Texas Feeding Texans	HARRIS DENASHA L	PTNH	401 DRIVER PART-TIME	11/8/2012		07A1	$12,084	464 80 B	PSN # CHANGE
522020	Parks Division	SISTER MARY E	PTBH	102 RECEPTIONIST (CSR)	11/12/2012		02A1	$9,453	9 09 H	APPOINTMENT

* Rate Type H = Hourly B = Biweekly Salary

AGENDA ITEM #1c

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modlewski, CPA
First Assistant, Director of Accounting

November 27, 2012

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

Honorable Judge and Members of the Court.

Attached for your consideration is the internal audit report of the Galveston County Treasurer's Office as required by Local Government Code (LGC) §115 The audit covered the period August 1, 2011 to July 31, 2012 The Honorable Kevin Walsh's responses are included in the audit report

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Honorable Kevin Walsh

Attachments Galveston County Treasurer's Office Audit Report

Galveston County Treasurer's Office

October 19, 2012

Executive Summary	1
Introduction	2
Details	3-5

Galveston
County
Internal Audit
Division

Cliff Billingsley,
CPA
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3)

- The controls for receipting daily collections appear to be adequate and effective Collections tested were accurate and deposited in a timely manner
- A review of the electronic funds transfer (EFT) process was performed Nothing came to our attention to doubt the validity or accuracy of the EFT's
- Nothing came to our attention to doubt the overall reliability of the payroll information recorded in IFAS

Safeguarding of Assets (pages 4)

- All cash was accounted for at the time of the surprise cash count
- Internal controls over the check-writing software appear to be adequate and effective

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

- Deposits were in compliance with LGC §113 022 as all cashiers' checks and money orders received were deposited within 7 business days of receipt
- The Treasurer's Office is in compliance with Government Code §2256 005(a) requiring governing bodies of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control The County Treasurer's Office adopted their Investment Policy on November 13, 1997 and the last revision to the policy was on March 20, 2012
- The Investment Committee extended the submittal date requirement for quarterly reports to 75 days after the end of the quarter The Investment Officer is not in compliance with the County Investment Policy
    - FY2011 3rd and 4th Quarter Reports were submitted on March 20, 2012
    - FY2012 1st and 2nd Quarter Reports were submitted on August 7, 2012
    - FY2012 3rd Quarter Report (due August 13, 2012) has not yet been submitted

Introduction

The Internal Audit Division conducted an audit of the Treasurer's Office, as required by Local Government Code §115.0035 The internal audit covered the period August 1, 2011 through July 31, 2012 The audit was performed from September 11, 2012 through October 18, 2012

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

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

The scope of the internal audit encompassed the financial records and administrative procedures related to the Treasurer's Office The internal audit included, but was not limited to, the books, accounts, reports, and records of the Treasurer's Office

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

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

Lori McWhirter, Internal Auditor II, performed the audit

Reliability and Integrity of Information

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

One of the most important controls is to have proper separation of duties No one person should authorize a transaction, record the transaction, and have custody of the assets The office has instituted procedures to separate the custody of the assets from the recording and authorization functions The office has an effective separation of duties

Daily Collections

Money collected by the Treasurer's Office is recorded electronically on the 'Master Deposit Warrant Log' A number stamp is used to assign deposit warrant numbers to assist in accounting for the individual collections During the audit, Internal Audit (IA) verified the following

- Deposit Warrant numbers were not skipped
- Amount collected per deposit warrant was deposited in the bank
- Collections were deposited in the correct account
- IFAS journal entries agreed with the amount deposited

There were no exceptions detected in the testing of daily collections

Electronic Fund Transfers (EFT)

An electronic fund transfer (EFT) is the electronic transfer of money from one account to another, through the utilization of a computer An EFT can be made within one financial institution or many institutions The Treasurer's Office processes EFT's for numerous departments in the County The department requesting the EFT must provide the appropriate support documentation for the request and each transfer must be approved by the County Treasurer prior to being executed

All EFT's reviewed had appropriate support documentation and were properly approved by the County Treasurer

Payroll

The Treasurer's Office processes payroll through the usage two systems IFAS, the County's financial system, and GHG, a time tracking software application used by the Auditor's Office and the Sheriff's Office After the initial set-up of an employee, the only entries made for payroll are to report exception time (sick, vacation, military leave, etc) Departments using IFAS report their exception time on payroll claim sheets The exception time from the payroll claim sheets is manually recorded in IFAS by the Treasurer's Office Payroll Technician The departments using GHG record their exception time directly into the GHG application which is then imported into IFAS electronically by the Treasurer's Office Payroll Manager

Nothing came to our attention to doubt the overall reliability of the information recorded in IFAS

Safeguarding of Assets

Depositing daily is one of the best safeguards of assets (collections) as well as providing the County with maximum benefit of the collections The Treasurer's Office makes deposits every business day

As part of the audit, we conducted a surprise cash count on September 11, 2012 All cash was accounted for at the time of the surprise cash count

The Treasurer's Office has two safes in which assets are stored during and after business hours The small safe contains the County Treasurer's signature stamp and the daily collections All Treasurer Office personnel currently have access to this safe The combination to this safe was changed in August 2012 The large safe contains the checks that have been scanned for deposit and blank deposit slips Crystal Cooper, Marcie Bailey, and Yvette Holmes have access to this safe The large safe has been in the County Treasurer's office since before the Holbrook building (at least 20 years) and it is our understanding that the combination cannot be changed

Printech Security Access

Printech is the check writing software used by the Treasurer's Office Access to Printech is limited to personnel within the Treasurer's Office and the Information Technology Department (IT) The Treasurer's Office has the ability to modify the system security parameters and user rights and roles in a manner to minimize the risk for potential fraudulent activities to occur An additional control method within the Printech system is water marks printed on the physical checks and the payable amount printed diagonally across the front of the check

Finding: Mary Anne Daigle, former County Clerk, and Latonia Wilson, former District Clerk, still have signature plates in the Printech system for the purpose of signing any reprinted checks that were issued prior to their leaving office on December 31, 2010

Recommendation TO-12-01: The bank accounts for these two officials have been closed The Treasurer's Office should submit a written request to IT to remove their signature plates from the Printech system

Compliance with Statutes, Policies, and Procedures

Deposit Statutes

LGC § 113 022 allows a maximum of seven business days to deposit cash, checks or money orders received by County departments

The Treasurer's Office was in compliance with LGC §113 022 as all money collected was either deposited on the same day of receipt or the following day

Investments

Government Code §2256 005(a) requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control The County Treasurer's Office adopted their Investment Policy on November 13, 1997 and the last revision to the policy was on March 20, 2012

The Treasurer's Office Investment Policy requires the Investment Officer to submit to the Commissioners' Court a signed quarterly investment report for all funds for the preceding reporting period Each report should be submitted within 75 days of the end of the reporting period

Finding: The Investment Officer is not in compliance with the Investment Policy's required submittal date *(This is a finding from the previous audit)*

- FY2011 3rd & 4th Quarter Reports were submitted to Commissioners' Court on March 20, 2012
- FY2012 1st and 2nd Quarter Reports were submitted to Commissioners' Court on August 7, 2012
- FY2012 3rd Quarter Report (due August 13, 2012) has not yet been submitted

Recommendation TO-12-02: The Investment Committee should review the reasonableness of the submittal date requirement and revise it if it is deemed to be inappropriate The Investment Officer should file the reports in accordance with the County Investment Policy

The Treasurer's Office Investment Policy requires the Investment Committee to meet at least quarterly It may meet more often as desired Two members may request a meeting and two members constitute a quorum

Finding: The Investment Committee conducted a meeting on July 10, 2012 No other meetings were scheduled during the audit period

Recommendation TO-12-03: The Investment Committee should review the reasonableness of the quarterly meeting requirement and revise it if it is deemed to be inappropriate The Investment Committee should conduct meetings in accordance with the County Investment Policy

THE COUNTY OF GALVESTON
OFFICE OF THE COUNTY TREASURER
COUNTY COURTHOUSE
722 MOODY, 4TH FLOOR
GALVESTON, TEXAS 77550

November 9, 2012

Re Response to Treasurer's Office Internal Audit Report-Findings

The Treasurer's Office and the investment committee plan to meet at least quarterly but no later than 75 days after quarter end under the guidelines of the adopted investment policy The county's Investment report will be discussed and submitted to Commissioner's Court once a quorum has met

For additional correspondence please contact my office at 409-770-5395

Sincerely,

Kevin C Walsh

AGENDA ITEM #2

COUNTY of GALVESTON
HUMAN RESOURCES

Katherine Branch
Assistant HR Director

Sandra Hernandez
Senior HR Analyst

Corey Jannett
Senior HR Analyst

Nicole White
HR Assistant

November 12, 2012

To Patricia Grady

From Kathy Branch

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

Please submit the following item for the November 27, 2012 Commissioners' Court Agenda

Receive and file Summary of Bi-Weekly Personnel Movements pay period #23, October 25-November 7, 2012 submitted by Human Resources

Off 409-770-5418 • Fax 409-770-5351
722 MOODY STREET • 3rd FLOOR • GALVESTON, TEXAS 77550

Summary of Bi-Weekly Personnel Movements

Pay Period #23 October 25 - November 7, 2012

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	1 00						0							0						0
Facilities	19 0						0							0						0
Professional Services	6 0						0							0						0
Road District #1	5 0						0							0						0
County Judge	4 0						0							0						0
County Commissioners	8 0						0							0						0
Tax Office	51 5						0							0						0
County Auditor	33 0						0			1				1						0
County Clerk	43 0						0	1						1	1					1
County Clerk Records Mgmt	2 0						0							0						0
County Clerk Records Archives	6 0						0							0						0
County Clerk Elections	5 0						0							0						0
Purchasing Agent	8 0						0							0						0
County Treasurer	7 0						0							0						0
Veterans Service	3 0						0							0						0
Human Resources	5 0						0							0						0
County Legal	6 0						0							0						0
Justice Administration	6 0						0							0	1					1
District Courts	19 0						0							0						0
County Courts	9 0						0							0						0
County Probate Court	6 0						0							0						0
Justice Courts	44 0						0							0						0
District Clerk	50 0	2					2			1				1						0
District Attorney/Jury & Trial	75 0	2					2							0	1	1				2
Pre-Trial Release	7 0						0							0						0
Sheriff	516 0						0	8			3			11	2					2
Constables	46 0						0							0						0
Social Services	12 0						0							0						0
Child Welfare	1 0						0							0						0
Emergency Management	6 0						0							0						0
Extension Services	9 0						0							0						0
County Engineer	7 0						0							0						0
Building Inspector	2 0						0							0						0
Community Services	3 0						0							0						0
Information Technology	49 0	1					1							0						0
County Parks and Senior Services	68 0	4					4							0	1					1
Museum	2 0						0							0						0
Road & Bridge/Drainage/Beach	72 0						0			1				1	1					1
County Health District	1 0						0							0						0
Law Library	1 0						0							0						0
Juvenile Probation	68 0	1					1			1				1	1					1
Mosquito Control	13 0						0							0						0
Right of Way	1 0						0							0						0
Seawall Maintenance	6 0						0							0						0
Housing & Economic Dev	6 0						0							0						0
Adult Probation	45 0						0							0						0
Grand Total	1362 5	10	0	0	0	0	10	9	0	4	3	0	0	16	8	1	0	0	0	9
Job Applications Received	145																			

Revised 10/2012

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 10/25/2012 thru 11/7/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
110000	General Government	LOZICA, SHAWN A	FTBE	502 SPECIAL CRIME INVESTIGATOR	11/1/2012		18E1	$45,440	1,747 70 B	ACCT # CHANGE
110000	General Government	REMMERT, MERLE L	FTBE	503 SPECIAL CRIME INVESTIGATOR	11/1/2012		18E1	$45,440	1,747 70 B	ACCT # CHANGE
111101	County Commissioner-Pct 1	DOYLE, PATRICK	ELEC	1 COMMISSIONER	10/25/2012		0000	$94,981	3,653 12 B	SALARY ADJUST
111103	County Commissioner-Pct 3	HOLMES, STEPHEN D	ELEC	1 COMMISSIONER	10/25/2012		0000	$94,981	3 653 12 B	SALARY ADJUST
114000	County Clerk	MEDINA, VALERIE M	FTBE	18 SR COURT CLERK	11/1/2012		14A1	$34,182	1 314 72 B	PROMOTION
114000	County Clerk	MENDELL RHETT L	FTBE	1 SYSTEM SUPPORT TECHNICIAN		11/5/2012	12A1	$30,967	1 191 07 B	TERMINATION
114030	Election Expense	ANDERSON, CHARLOTTE	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	ARMSTRONG, ANITA	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	AYALA, VERONICA C	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	BICKHAM, DONNA	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	CANAVAN, MARGARET M	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	CHACHERE, KATHERINE	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	CISNEROS, MARTHA L	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	CUARTAS, ANCIRA	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	EGGER LINDA M	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	ELROD, KAREN A	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	FIERRO, MARIA A	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	FREEMAN, SHIRLEY	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	GOODWIN, NANCY	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	HALLCOM, CYNTHIA	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	HENDERSON, DEMETRA	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	JONES JR, WILLARD	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	JONES, MARY J	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	KEUVEN, KAREN V	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	LANDERS, RICHARD M	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	MCCABE, MICHAEL	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	NICHOLS, DENNIS W	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	OLIVARES, ANNA	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	PEREZ, MARIA C	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 10/25/2012 thru 11/7/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114030	Election Expense	PHILLIPS JR, DAVID W	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	POLLOCK, DONALD R	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	PRICE, ELLEN N	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	REYNA, MONICA	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	SANCHEZ, SAN JUANA	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	SERENIL, PAM P	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	SIMMONS, AMY A	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	SWITZER, TRACI	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	TURNER, SHARON E	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	WILLIAMS JR, DOLORES	PTEL	500 ELECTION WORKER-TEMP	10/25/2012		0000	$10,400	10 00 H	APPOINTMENT
121000	Justice Administration	DOWNS, DANIEL L	FTBE	6 CASE MANAGEMENT		10/31/2012	18A1	$41,648	1,601 86 B	TERMINATION
126100	District Clerk	AGUIRRE, TAYLOR G	FTBE	520 BACKSCANNER	10/25/2012		12A1	$30,967	1,191 07 B	APPOINTMENT
126100	District Clerk	BILLIOTT, NICOLE R	FTBE	530 BACKSCANNER	10/25/2012		12A1	$30,967	1,191 07 B	APPOINTMENT
126100	District Clerk	BOOTH, ALICIA	FTBE	41 SR DEPUTY DISTRICT CLERK	10/25/2012		12A1	$30,967	1,191 07 B	REASSIGNMENT
127100	District Attorney	CAMPBELL JAMES R	FTBE	53 SENIOR ASST DIST ATTORNEY	10/25/2012	10/25/2012	23C1	$64,957	2,498 36 B	TERMINATION
127100	District Attorney	HALL, JON L	FTBE	71 CHIEF ASST DISTRICT	10/25/2012	10/26/2012	25G1	$87,360	3,360 01 B	TERMINATION
127100	District Attorney	ROUNTREE, ANDREW W	FTBE	13 ASSISTANT DISTRICT ATTORNEY	11/5/2012		22A1	$56,012	2,154 32 B	APPOINTMENT
127100	District Attorney	WARREN, DOUGLAS A	FTBE	29 CRIMINAL INVESTIGATOR	10/29/2012		19A1	$43,756	1,682 95 B	APPOINTMENT
127100	District Attorney	MORA JR, J TED	PTNS	500 ASSISTANT DIST ATTORNEY	10/25/2012		22Q1	$39,998	1,538 40 B	CORRECTION
151300	County Auditor	FRIEDSAM, SYLVIA	PTBH	12 PAYROLL AUDIT MANAGER	11/1/2012		20E1	$30,160	29 00 H	REASSIGNMENT
159100	Information Technology	VEGA, SANDRA A	FTBE	41 BUSINESS SERVICES CLERK	10/31/2012		09A1	$26,703	1,027 06 B	APPOINTMENT
211112	CID COPS HIRING	COLLINS, MELISSA R	FTBE	1 SPECIAL CRIMES INV-CID		10/25/2012	18L1	$45,440	1,747 70 B	TERMINATION
211133	Corrections-Sheriff	ANDERSON TAMMY Y	FTBE	268 DEPUTY III	11/2/2012		15H1	$42,689	1,641 91 B	CAREER LADDER
211133	Corrections-Sheriff	BROUSSARD, SHAWN	FTBE	260 DEPUTY III	11/2/2012		15H1	$42,689	1,641 91 B	CAREER LADDER
211133	Corrections-Sheriff	CASEY, THOMAS N	FTBE	37 SERGEANT II-CORRECTIONS	11/2/2012		18L1	$54,646	2,101 78 B	CAREER LADDER
211133	Corrections-Sheriff	CLICK JR, ANDY R	FTBE	239 DEPUTY III	10/26/2012		15H1	$42,689	1,641 91 B	CAREER LADDER
211133	Corrections-Sheriff	JIMENEZ, JOHN R	FTBE	224 DEPUTY III	10/25/2012		15H1	$42,689	1,641 91 B	CAREER LADDER

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 10/25/2012 thru 11/7/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	KELLEY, RUSSELL L	FTBL	263 DEPUTY I		11/7/2012	13D1	$35,037	1,347 59 B	TERMINATION
211133	Corrections-Sheriff	OLVERA JR, MARIO	FTBE	248 DEPUTY III	10/26/2012		15H1	$42,689	1,641 91 B	CAREER LADDER
211133	Corrections-Sheriff	PAYNE, KERMIT	FTBE	249 DEPUTY III	10/26/2012		15H1	$42,689	1,641 91 B	CAREER LADDER
211133	Corrections-Sheriff	VALASTRO, NICOLE	FTBE	253 DEPUTY III	10/26/2012		15H1	$42,689	1,641 91 B	CAREER LADDER
211133	Corrections-Sheriff	WARFIELD JR GREGORY	FTBE	294 CORRECTIONS-DEPUTY II	10/25/2012		14G1	$39,641	1,524 67 B	TRANSFER
211143	Patrol Division	FALCON, JOE I	FTBE	106 PATROL DEPUTY I	10/25/2012		13D1	$35 037	1,347 59 B	TRANSFER
211143	Patrol Division	CLAUSEN MATTHEW S	PTNS	82 DEPUTY, PART-TIME	10/25/2012		0000	$1 525	58 67 B	TRANSFER
256100	Juvenile Justice	RUNGE, JESSICA L	FTBE	13 JUVENILE PROBATION OFCR	11/2/2012		1600	$40,199	1,546 13 B	APPOINTMENT
256118	Detention	WASHINGTON JR, JOHN	FTBE	39 JUVENILE SUPERVISION OFCR		10/31/2012	1200	$40,875	1,572 12 B	TERMINATION
256118	Detention	BENNETT CZYZ A	PTNH	501 JUVENILE SUPERVISION	10/25/2012		12B1	$15,485	14 89 H	REASSIGNMENT
296121	Seawall Maintenance	DIERINGER III, JOHN J	FTBL	9 SEAWALL MAINTENANCE OPER		11/5/2012	10A1	$28,055	1,079 05 B	TERMINATION
313100	Road District #1	RODRIGUEZ JR, JAKE L	FTBH	3 SR TOLL COLLECTOR	10/25/2012		12D1	$33,349	16 03 H	REASSIGNMENT
451152	Title IIIB & D	FRANKS, JENNY M	FTBE	416 DRIVER	11/5/2012		07A1	$24,191	930 46 B	APPOINTMENT
451185	Texas Feeding Texans	DAVIS MARGARET L	PTNH	502 CASE MANAGER PART TIME		10/31/2012	07O1	$17,087	16 43 H	TERMINATION
522020	Parks Division	ALCAYDE, SUSAN D	FTBE	7 ADMINISTRATIVE ASSISTANT	11/2/2012		12A1	$30,967	1,191 07 B	PROMOTION
522020	Parks Division	CALDWELL, LISA M	PTBH	28 SENIOR PARKS MAINT WORKER	11/2/2012		10A1	$14,029	13 49 H	APPOINTMENT
522020	Parks Division	COOPER SR, ANTHONY	PTBH	105 PARK AIDE	10/29/2012		02A1	$9,453	9 09 H	APPOINTMENT
522020	Parks Division	GUIDRY, SEAN M	PTNH	500 PARK AIDE SEASONAL	11/2/2012		02A1	$9,453	9 09 H	APPOINTMENT

* Rate Type H = Hourly, B = Biweekly Salary

AGENDA ITEM #3

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

November 16, 2012

Hon Susan Combs
Comptroller of Public Accounts
P O Box 13942
Austin, Texas 78711

Certified Mail R.R.R

Re Executed Form on Required Documentation of Eminent Domain Authority in Texas

Dear Ms Combs

Attached herewith is Galveston County's Executed Form on Required Documentation of Eminent Domain Authority in Texas

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

Sincerely yours,

Harvey Bazaman

Harvey Bazaman
Director, County Legal

Cc Hon Mark A Henry, County Judge
Hon Jack Roady, Criminal District Attorney
Donald Glywasky, County Legal
Barry Willey, County Legal

Susan Combs Texas Comptroller of Public Accounts

[redacted]

[illegible] Eminent Domain Authority in Texas

What action must be taken Per Senate Bill 18 enacted by the 82nd Legislature, all public and private entities authorized to exercise the power of eminent domain in Texas are **required to submit a letter to the Comptroller of Public Accounts detailing their legal authority to exercise this power The letter must be sent by certified, return receipt mail not later than December 31, 2012** (Per the bill, the authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the letter has been submitted by the deadline)

About this form This form is designed to guide entities in submitting the required information on eminent domain authority Once the fields have been completed, the form can be printed and mailed via certified, return receipt to the address provided to meet the requirements of the bill

[redacted]

1 Full, legal name of entity Galveston County

2 Alternate name of entity *(if any)*

3 Primary address Street or PO Box Galveston County Courthouse, 722 Moody (21st)

City, State, Zip Code Galveston, Texas 77550

4 Primary phone number *(with area code)* (409) 766-2244

5 Entity contact First name MARK A. Last name Henry

Phone number *(with area code)* (409) 766-2244 E mail address MARK.Henry@co.Galveston.TX.US

6 Alternate contact First name Donald S. Last name GLYWASKY

Phone number *(with area code)* (409) 770-5562 E-mail address DONALD.GLYWASKY@co.Galveston.TX.US

[redacted]

7 Does your entity have eminent domain authority in Texas? ✓ Yes No

8 If yes to question 7, please identify all of the applicable provisions of state law that grant eminent domain authority to this entity Please cite as Title of Code or Article, Section Number/Name (for example, Texas Government Code, Section 43 136 or Article 7849, Auxiliary Water Laws)

Please see ATTACHED Letter dated September 25, 2012 from the Texas Conference of URBAN Counties

9 Please indicate the first year in which this entity exercised eminent domain authority *(if known)* PROBABLY 1839

DISCLAIMER Chapter 2206 Subchapter C Government Code (as added by Senate Bill 18, 82nd Regular Session) requires the Comptroller of Public Account to collect information and report to the Legislature all entities in the state of Texas that have the authority to exercise the power of eminent domain Entities that provide information to the Comptroller represent and warrant that the information is accurate and complete to the best of their knowledge **Entities that provide information acknowledge that it is their responsibility to submit a letter by certified mail, return receipt requested to the Comptroller s office indicating that the Entity is authorized to exercise eminent domain authority and to identify each law that grants such authority** The Entity further acknowledges that the Comptroller s office is not responsible to submit said letter nor is it responsible for the Entity s failure to submit said letter as required by law and that such failure may cause the entity s power of eminent domain to expire on September 1 2013 The Entity also acknowledges that the Comptroller of Public Accounts is a state agency subject to Chapter 552 of the Texas Gov t Code (the Texas Public Information Act) and court interpretations thereof and that the information submitted to this office may be subject to disclosure to the public under Section 552 101 et seq of the Code

Under Ch 559 Government Code you are entitled to review request and correct information we have on file about you with limited exceptions in accordance with Ch 552 Government Code To request information for review or to request error correction contact us at the address on this form or sb18compliance@cpa.state.tx.us

By signing, I agree that the information is true and correct

Mail this form via certified mail to

COMPTROLLER OF PUBLIC ACCOUNTS
PO Box 13942
Austin Texas 78711

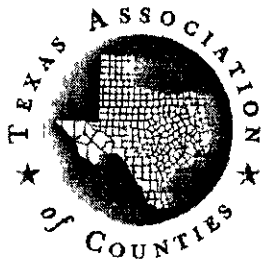
sign here ▶ Harvey Bazaman
Signature

Date 11/16/12

Print name Title HARVEY BAZAMAN, DIRECTOR COUNTY LEGAL

Phone (area code and number) (409) 770-5565

[redacted]



September 25, 2012

Re: Report of Eminent Domain Authority

Dear County Judges and Commissioners and County Attorneys·

As you know, Texas Government Code, Chapter 2206, Subchapter C, became effective on September 1, 2011 and requires Texas counties to submit a "report of eminent domain authority" to the Comptroller of Public Accounts by **certified, return receipt mail** not later than December 31, 2012. **A county's eminent domain authority expires on September 1, 2013 if the form is not received by the December 31, 2012 deadline.** In an effort to assist counties, we have prepared a list of constitutional and statutory authority to serve as a research guide We have attached a copy of the list for your review In addition, we have included a copy of the Comptroller's form that must be used when preparing the report. Due to limited space on the Comptroller's form, we suggest attaching the county's report to the form Complete instructions regarding the method of filing the report can be found on the Comptroller's website at www window texas gov/sb18compliance

Chapter 2206, Subchapter C, is silent on the criteria the Comptroller and/or Texas Legislative Council may adopt to review the reports and is vague regarding the scope of eminent domain authority that counties must identify; therefore, we included every provision that we have located that may be interpreted to be applicable Simply put, there is no penalty for including too much information

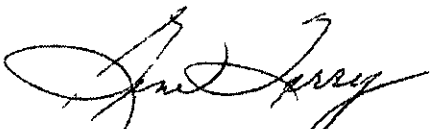
Some counties have expressed concern that Subsections 2206 101(b) and (c) can be interpreted to authorize the removal of a county's entire constitutional and statutory eminent domain authority if a county inadvertently omits a single constitutional or statutory provision from the report In an effort to assist counties in complying with this new legal requirement, we have submitted a letter to the Comptroller in which we indicate that our associations do not believe the legislature intended this result as it would have a devastating impact on the counties' ability to function as an arm of the

state, perform their responsibilities imposed under the constitution and state laws, and complete current and future public infrastructure projects throughout the State In addition, we submitted our proposed list to the Comptroller and Texas Legislative Council for review and comment and we will inform the counties of any response that we receive.

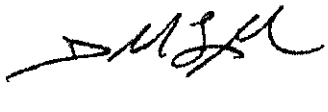
As stated above, we have created the attached list to serve as a research guide. This letter and attachments do not constitute legal advice. Please consult with your county or district attorney when preparing and submitting the county's report of eminent domain authority to the Comptroller

If you have any questions or comments, please contact us at your convenience

Sincerely,



Gene Terry
Executive Director
Texas Association of Counties



Donald Lee
Executive Director
Texas Conference of Urban Counties

Jim Allison
General Counsel
County Judges and Commissioners Association of Texas

Enclosure(s)

Powers of Eminent Domain for Texas Counties*

Can be found at: www.county.org; www.cuc.org; and www cjcat org

Legal Authority		Item	Notes
Texas Constitution	Article 1, Section 17	Property for public use	No person's property shall be taken, damaged, or destroyed for or applied to public use without adequate compensation being made, unless by the consent of such person, and only if the taking, damage, or destruction is for the ownership, use, and enjoyment of the property, notwithstanding an incidental use, by the state, a political subdivision of the state, or the public at large
Texas Constitution	Article 3, Section 52j	Sale of real property	A governmental entity may sell real property acquired through eminent domain to the person who owned the real property interest immediately before the governmental entity acquired the property interest
Government Code	Chapter 2206	Limitations of purpose and use of property acquired through eminent domain.	Limitations on use of eminent domain
Property Code	Chapter 21	Eminent domain jurisdiction, procedure, damages and costs, judgment, and repurchase	Procedural requirements for eminent domain
Agriculture Code	Section 167 059	Tick eradication dipping facilities	Acquire necessary land for the construction or maintenance of dipping facilities, dipping facilities that have already been constructed, or land necessary for ingress and egress to and from those facilities (commissioners court)
Government Code	Section 1474 151	County water improvements and related irrigation powers	Acquire a necessary right-of-way or other land, acquire any other improvement required for the proper and efficient irrigation of land in the county
Government Code	Section 1475 002	Canal or waterway authorized by federal legislation	Acquire right-of-way and necessary dumping privileges
Government Code	Section 1475 052	Intracoastal canals	Acquire public or private land, a right-of-way, an easement, or dumping ground privileges.
Government Code	Section 1477 071	Adequate source of surface or subterranean fresh water for supplying water to the county's courthouse or for other county purposes	Acquire real property and easements
Government Code	Section 1477 120, 1477 121	Natural gas system for supplying natural gas to county buildings adequately and dependably	Acquire land or an easement, may not acquire a natural gas system or a facility of a natural gas system
Government Code	Sections 2267 061, 2267 062, and 2267 063	Qualifying project, including any ferry, mass transit facility, vehicle parking facility, port facility, power generation facility, fuel supply facility, oil or gas pipeline, water supply facility, public work, waste treatment facility, hospital, school, medical or nursing care facility, recreational facility, public building, or other similar facility currently available or to be made available to a governmental entity for public use, or any improvements necessary or desirable to unimproved real estate owned by a governmental entity	Acquire qualifying project in the event of a material default by the contracting person, acquire any land or property interest to the extent that the responsible governmental entity dedicates the land or property interest to public use and finds that the action serves the public purpose, relocation of facilities affected by the qualifying project
Health and Safety Code	Section 263 022	Hospital or medical or other health facility	Acquire real property and easements to real property (commissioners court)
Health and Safety Code	Section 264 028	County Hospital Authorities	Authority may acquire fee simple title to land, other property, and easements under Chapter 21, Property Code
Health and Safety Code	Section 265 052	Joint Municipal and County Hospitals	Board may acquire fee simple title or other interest in property pursuant to Chapter 21, Property Code
Health and Safety Code	Section 281 054	Hospital Districts/Counties of at least 190,000	Power to acquire interest in property located in the district if necessary to exercise authority of district

Health and Safety Code	Section 282 046	Hospital Districts in Counties of 75,000 or less	May exercise the power for the acquisition of property necessary to carry out powers and duties of district.
Health and Safety Code	Section 364 014	Solid waste disposal systems (plant, composting process plant, incinerator, sanitary landfill, or other works and equipment that are acquired, installed, or operated to collect, handle, store, treat, neutralize, stabilize, or dispose of solid waste, and includes the sites)	Acquire property or an interest in property, may not acquire real property if that power conflicts with a corporation's power of eminent domain as provided by law
Human Resources Code	Section 63 017	Residential facility for the placement of juveniles formed by a single county	Acquire real property for the purpose of locating a facility on such property (commissioners court)
Human Resources Code	Section 63 018	Residential facility for the placement of juveniles created by two or more counties	Acquire real property (commissioners courts of the forming counties)
Local Government Code	Section 241 903	Airport hazards	Acquire an air right, aviation easement, or other estate or interest in property or in a nonconforming structure or use (municipality or county)
Local Government Code	Section 261 001	Construction of a jail, courthouse, hospital, or library, or for another public use authorized by law	Condemn and acquire land, an easement in land, or a right-of-way Right extends to public or private land, but not to land used for cemetery purposes
Local Government Code	Section 263 201	To carry out an act of the US Congress in aid of navigation, irrigation, flood control, or improvement of water courses and to accomplish a purpose specified by Section 2204 101, Government Code	Acquire and, on request, convey to the United States, with or without monetary consideration, land or an interest in land (commissioners court of county that has a part of its boundary coincident with a part of the international boundary between the United States and Mexico, or that is contiguous to such a county)
Local Government Code	Section 273 001 (a)	Acquisition of property for public purposes	Acquire property jointly with municipality or other governmental entity
Local Government Code	Section 273 002	Land for the use of local governments	Condemnation shall be in accordance with state law relating to Chapter 21, Property Code Or other state law relating to condemnation of land for public uses by municipality
Local Government Code	Section 273 003	Necessary alterations for use by local governments	Any alteration necessary shall be made at the sole expense of the municipality or other governmental entity
Local Government Code	Section 280 001	Land for the use of the US government	Acquire land separately or jointly with a municipality for the us of the US government
Local Government Code	Section 280.003	Hospital purposes	County may issue bonds and use the proceeds from the sale of the bonds to acquire property through condemnation
Local Government Code	Section 293 026	County Building Authority Act	Authorizes acquiring property through eminent domain
Local Government Code	Section 325 037	Sports facility purposes	District may acquire land for a sports facility if board determines, after notice and hearing, that it is necessary
Local Government Code	Sections 331.001 and 331 003	Public parks, playgrounds, or historical museums Land on which are located historic buildings, sites, or landmarks of statewide historical significance associated with historic events or personalities, prehistoric ruins, burial grounds, or archaeological or vertebrate paleontological sites, or sites including fossilized footprints, inscriptions made by human agency, or any other archaeological, paleontological, or historic buildings, markers, monuments, or historical features	Acquire land and/or buildings to be used for public parks, playgrounds or historical museums
Local Government Code	Section335 071	Sports and Community Venue Districts	May perform any act to the full exercise of the district's powers
Local Government Code	Section 351 136	Acquisition of property for county jails and law enforcement	District may acquire property necessary to construct or improve jail facility, lease property on terms advantageous to district, acquire land for jail facility by condemnation under Chapter 21, Property Code, make necessary alteration at district's sole expense
Local Government Code	Section 383 063	County development districts	May exercise the power to acquire land for the purpose of providing water and sewer services

Local Government Code	Section 392 061	Housing authorities (municipalities and counties)	May acquire interest by eminent domain after adopting a resolution and declaring the acquisition necessary
Local Government Code	Section 507 103	Spaceport development corporations	may exercise the power of eminent domain to acquire property
Local Government Code	Section 561 001	Canals, drains, levees, and other improvements to provide for flood control and water outlets	Acquire public or private real property, including easements and rights-of-way
Local Government Code	Section 562 016	Water or sewer utility system to serve an unincorporated area of the county	Acquire any interest in property necessary to operate a water of utility system
Local Government Code	Section 571 004	Seawall, breakwater, levee, floodway, or drainway	Acquire property that is necessary for the establishment, construction, and maintenance (county or municipality that borders the Gulf of Mexico)
Local Government Code	Section 572 012 and 572.013	Facility necessary or incidental to the collection, transportation, treatment, or disposal of sewage or to the conservation, storage, transportation, treatment, or distribution of water	Acquire land, easements, and property for a facility (county, municipality, or district or authority), may not use eminent domain authority to acquire an interest in a facility that belongs to another public entity or a private entity
Natural Resources Code	Section 183 057	Protected Land, Notice of Taking (Conservation Easements	Texas Farm and Ranch lands conservation program
Natural Resources Code	Section 221.021a	Wetland mitigation bank or buffer zone	Acquire property inside or outside the eligible political subdivision (state agency or eligible political subdivision); power of eminent domain granted by this section does not enable a state agency or eligible political subdivision to acquire by condemnation an interest in land that is owned or used by a public utility
Tax Code	Section 311 008	Special Property Tax Provisions Tax Increment Financing Act	Acquire blighted, deteriorated, undeveloped or inappropriately developed property for the preservation or restoration of historic sites, for beautification, or the provision of public works
Transportation Code	Section 22 011	Airport or air navigation facility	Acquire an interest in property, including an easement in an airport hazard or land outside the boundaries of an airport or airport site (county or municipality). With specified consent, may acquire an existing airport or air navigation facility.
Transportation Code	Section 172 159	Rural Rail Transportation Districts Powers and Duties	Suit in eminent domain must be brought in the county in which land is located
Transportation Code	Section 173 160	Intermunicipal Commuter Rail Districts Powers and Duties	Suit in eminent domain must be brought in the county in which land is located
Transportation Code	Section 174 159	Commuter Rail Districts Powers and Duties	Suit in eminent domain must be brought in the county in which land is located
Transportation Code	Section 203 065	Modernization of State Highways	Acquire property necessary to lay out, construct, maintain, or operate a section of a state highway as a freeway.
Transportation Code	Section 224 002	Highway right-of-way	Acquire highway right-of-way requested by department (county or municipality)
Transportation Code	Section 224 003	State highway	Acquire real property, including a right-of-way, or material (commissioners court)
Transportation Code	Section 251 006	Obtaining Material for Public Road	Acquire material necessary to construct, repair, or maintain public roads if the owner of the material rejects the price that the court determines to be a fair price (commissioners court)
Transportation Code	Section 251 051	Public roads	Authority to order that public roads be laid out, opened, discontinued, closed, abandoned, vacated, or altered (commissioners court)
Transportation Code	Section 251 101	Road that forms or will form a connecting link in the county road system or in a state highway	Acquire real property, a right-of-way, or an easement in public or private real property in a municipality
Transportation Code	Section 254 005	Streambed diversion and drainage channels for county roads.	Acquire any new or wider right-of-way not wider than 100 feet (commissioners court)
Transportation Code	Section 280 001	Streets in an unincorporated community near railroad roadbeds	Condemn railroad roadbed on the petition of at least 20 freeholders of an unincorporated community (commissioners court).
Transportation Code	Section 281 002	Private road	Acquire a public interest

Transportation Code	Section 282 011	Underpass, tunnel, or approach	Condemn right-of-way or easement in real property (counties with population of 350,000 or more)
Transportation Code	Section 283 003 and 283.101	Causeway, bridge, or tunnel, including a necessary approach, fixture, accessory, or equipment	Acquire a project, condemn property (county that borders on the Gulf of Mexico and has a population of at least 20,000)
Transportation Code	Section 284 003, 284.061, 284.066 and 284 067	Causeway, bridge, tunnel, turnpike, highway, ferry, or any combination of those facilities	Acquire projects and property (county that has a population of 50,000 or more and borders the Gulf of Mexico or a bay or inlet opening into the gulf; has a population of two million or more, is adjacent to a county that has a population of two million or more; or borders the United Mexican States
Transportation Code	Section 364 022	Property to own, hold, control, maintain, and operate the toll bridge and to make or provide for any repairs or improvements to the bridge	Acquire property (county bordering the Rio Grande and that acquires a toll bridge under Section 364 001)
Transportation Code	Section 457 106	County Mass Transit Authority	Exercise of eminent domain power is subject to the eminent domain power of the local government in which property is located.
Transportation Code	Section 460.107	County Mass Transit Authority	Exercise of eminent domain power is subject to the eminent domain power of the local government in which property is located
Utilities Code	Section 163 013	Joint Powers Agencies.	General rights, powers and duties of entities
Utilities Code	Section 163.014	Electric facility jointly owned by public and private entities	Acquire land, easements, and property (agency or political subdivision of this state)
Vernon's Civil Statutes	Title 116, Article 6812b, Sec 13	Lay out and construct any road or highway in or through the county or any part thereof Constructing, building, opening, widening, straightening, draining, grading, improving, repairing or maintaining any public road or highway	Condemn such land and condemn land for right of way (counties having a population of 198,000 to 400,000)
Water Code	Section 11 033	Water necessary for domestic, municipal, and manufacturing uses and for other purposes authorized by this code, including the irrigation of land for all requirements of agricultural employment	Right to take and right to recover (all political subdivisions of the state)
Water Code	Section 49 066	General Law Districts - Administrative Provisions	Deposit requirement in eminent domain proceeding
Water Code	Section 49 222	General Law Districts - Powers and Duties	May acquire land necessary for water, sanitary sewer, storm drainage, or flood drainage for projects or purposes, exercise in manner provided in Chapter 21, Property Code, power may not be used for condemnation of land for purpose of acquiring rights to underground water or water rights
Water Code	Section 49 224	General Law Districts - Powers and Duties	Power to Condemn Cemeteries
Water Code	Section 57 269	Levee Improvement Districts	Condemn land necessary for right-of-way

SECTION 2206 101, GOVERNMENT CODE, as added by SB 18

§ 2206 101 REPORT OF EMINENT DOMAIN AUTHORITY, EXPIRATION OF AUTHORITY (a) This section does not apply to an entity that was created or that acquired the power of eminent domain on or after December 31, 2012

(b) Not later than December 31, 2012, an entity, including a private entity, authorized by the state by a general or special law to exercise the power of eminent domain shall submit to the comptroller a letter stating that the entity is authorized by the state to exercise the power of eminent domain and identifying each provision of law that grants the entity that authority The entity must send the letter by certified mail, return receipt requested

(c) The authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the entity submits a letter in accordance with Subsection (b)

(d) Not later than March 1, 2013, the comptroller shall submit to the governor, the lieutenant governor, the speaker of the house of representatives, the presiding officers of the appropriate standing committees of the senate and the house of representatives, and the Texas Legislative Council a report that contains

(1) the name of each entity that submitted a letter in accordance with this section, and

(2) a corresponding list of the provisions granting eminent domain authority as identified by each entity that submitted a letter

CONSTITUTIONAL PROVISIONS GRANTING EMINENT DOMAIN AUTHORITY TO COUNTIES AND RELATED ENTITIES

THE TEXAS CONSTITUTION
ARTICLE 1 BILL OF RIGHTS

§ 17 TAKING, DAMAGING, OR DESTROYING PROPERTY FOR PUBLIC USE, SPECIAL PRIVILEGES AND IMMUNITIES, CONTROL OF PRIVILEGES AND FRANCHISES (a) No person's property shall be taken, damaged, or destroyed for or applied to public use without adequate compensation being made, unless by the consent of such person, and only if the taking, damage, or destruction is for.

(1) the ownership, use, and enjoyment of the property, notwithstanding an incidental use, by

(A) the State, a political subdivision of the State, or the public at large; or

(B) an entity granted the power of eminent domain under law, or

(2) the elimination of urban blight on a particular parcel of property

(b) In this section, "public use" does not include the taking of property under Subsection (a) of this section for transfer to a private entity for the primary purpose of economic development or enhancement of tax revenues

(c) On or after January 1, 2010, the legislature may enact a general, local, or special law granting the power of eminent domain to an entity only on a two-thirds vote of all the members elected to each house

(d) When a person's property is taken under Subsection (a) of this section, except for the use of the State, compensation as described by Subsection (a) shall be first made, or secured by a deposit of money, and no irrevocable or uncontrollable grant of special privileges or immunities shall be made, but all privileges and franchises granted by the Legislature, or created under its authority, shall be subject to the control thereof

ARTICLE 3 LEGISLATIVE DEPARTMENT

Sec 52) SALE OF REAL PROPERTY ACQUIRED THROUGH EMINENT DOMAIN A governmental entity may sell real property acquired through eminent domain to the person who owned the real property interest immediately before the governmental entity acquired the property interest, or to the person's heirs, successors, or assigns, at the price the entity paid at the time of acquisition if

(1) the public use for which the property was acquired through eminent domain is canceled,

(2) no actual progress is made toward the public use during a prescribed period of time, or

(3) the property is unnecessary for the public use

(Added Nov 6, 2007)

STATUTES PROVIDING COUNTIES AND RELATED ENTITIES EMINENT DOMAIN AUTHORITY

AGRICULTURE CODE
TITLE 6 PRODUCTION, PROCESSING, AND SALE OF ANIMAL PRODUCTS
SUBTITLE C CONTROL OF ANIMAL DISEASES AND PESTS
CHAPTER 167 TICK ERADICATION

§ 167 059 DIPPING FACILITIES (a) The commissioners court of each county, including a county in the free area, in all or part of which the commission conducts tick eradication shall cooperate with the commission and shall furnish facilities necessary to the dipping of livestock in that county The commissioners court shall furnish dipping vats, pens, chutes, and other necessary facilities in the number, at the locations, and of the type specified by the commission In addition, the county, at its expense, shall maintain the facilities and repair or remodel them as necessary, shall provide the water for filling the vats, and shall clean and refill the vats as necessary

(b) For the purpose of constructing, purchasing, or leasing dipping facilities, and for the purpose of providing necessary land, labor, or materials, a commissioners court may appropriate money out of the general fund of the county or may incur indebtedness by the issuance of warrants A warrant issued may not draw interest at a rate of more than six percent per year and may not have a term of more than 20 years The commissioners court may levy taxes to pay interest on warrants and may establish a sinking fund for the payment of warrants

(c) For the purpose of acquiring necessary land for the construction or maintenance of dipping facilities, for the purpose of acquiring dipping facilities that have already been constructed, or for the purpose of acquiring land necessary for ingress and egress to and from those facilities, a commissioners court has the power of eminent domain The commissioners court shall exercise the power of eminent domain in the manner provided by law for acquiring land for the building and maintenance of public buildings, except that the court shall institute and prosecute condemnation proceedings on written request from the presiding officer of the commission The request from the commission shall designate

(1) the land to be condemned and its location,

(2) the name of the owner of the land to be condemned, and

(3) the easement to be acquired for ingress and egress

(d) In acquiring land or facilities by eminent domain, the commissioners court may retain the property for permanent use by making appropriate compensation or may acquire the property for temporary use by making proper compensation for the period of time determined necessary by the commissioners court

GOVERNMENT CODE
TITLE 9 PUBLIC SECURITIES
SUBTITLE I SPECIFIC AUTHORITY FOR COUNTIES TO ISSUE SECURITIES
CHAPTER 1474 BONDS FOR COUNTY WATER IMPROVEMENTS

§ 1474 151. COUNTY POWERS

A county acting under this chapter may·

(1) own or construct a reservoir, dam, levee, well, canal, or other improvement,

(2) acquire a necessary right-of-way or other land by purchase or by condemnation in the manner provided by Chapter 21, Property Code; or

(3) perform any other work or construct or acquire any other improvement required for the proper and efficient irrigation of land in the county.

GOVERNMENT CODE
TITLE 9 PUBLIC SECURITIES
SUBTITLE I SPECIFIC AUTHORITY FOR COUNTIES TO ISSUE SECURITIES
CHAPTER 1475 COUNTY BONDS AND WARRANTS FOR NAVIGATION PURPOSES
SUBCHAPTER A RIGHT-OF-WAY FOR FEDERAL NAVIGATION PROJECTS

§ 1475 002 AUTHORITY TO ACQUIRE RIGHT-OF-WAY AND DUMPING PRIVILEGES

(a) For the purpose of navigation or to aid in navigation, a county may, in accordance with Section 1475 003, acquire right-of-way and necessary dumping privileges for a canal or waterway the construction of which is authorized by federal legislation.

(b) The county may

(1) acquire the right-of-way and necessary dumping privileges by purchase, through donation, or by exercising the county's power of eminent domain, and

(2) convey the right-of-way and dumping privileges to the United States by a deed executed in the manner that other deeds by a county must be executed

(c) In lieu of exercising its power of eminent domain, the county may

(1) allow the United States to acquire the right-of-way and necessary dumping privileges through the United States' power of eminent domain, and

(2) lend the county's credit by guaranteeing the United States that the county will pay the resulting judgment or assessment of damages for the value of the condemned property

GOVERNMENT CODE
TITLE 9 PUBLIC SECURITIES
SUBTITLE I SPECIFIC AUTHORITY FOR COUNTIES TO ISSUE SECURITIES
CHAPTER 1475. COUNTY BONDS AND WARRANTS FOR NAVIGATION PURPOSES
SUBCHAPTER B PROPERTY FOR INTRACOASTAL CANAL PURPOSES

§ 1475 052 AUTHORITY TO ACQUIRE LAND AND CERTAIN INTERESTS IN LAND FOR CANAL PURPOSES

(a) If the acquisition is necessary for the construction of an intracoastal canal, a county may, by purchase or by exercising the county's power of eminent domain, acquire public or private land, a right-of-way, an easement, or dumping ground privileges

(b) The county must exercise the power of eminent domain in the manner provided by Chapter 21, Property Code A county may not condemn land under Subsection (a) if the land is used for cemetery purposes

GOVERNMENT CODE
TITLE 9 PUBLIC SECURITIES
SUBTITLE I SPECIFIC AUTHORITY FOR COUNTIES TO ISSUE SECURITIES CHAPTER 1477
OBLIGATIONS FOR OTHER COUNTY PURPOSES
SUBCHAPTER B BONDS FOR WATER SUPPLY FOR COUNTY PURPOSES

§ 1477 071 EMINENT DOMAIN

(a) In exercising any power granted by this subchapter, a county may acquire real property and easements by the exercise of the power of eminent domain in accordance with Chapter 21, Property Code

(b) The commissioners court shall determine the amount and character of interest in real property and easements to be acquired by the exercise of the power of eminent domain

GOVERNMENT CODE
TITLE 9 PUBLIC SECURITIES
SUBTITLE I SPECIFIC AUTHORITY FOR COUNTIES TO ISSUE SECURITIES CHAPTER 1477
OBLIGATIONS FOR OTHER COUNTY PURPOSES
SUBCHAPTER C NATURAL GAS SYSTEM FOR COUNTY BUILDINGS IN CERTAIN COUNTIES

§ 1477 120 EMINENT DOMAIN

(a) The county may not acquire a natural gas system or a facility of a natural gas system under this subchapter by the exercise of the power of eminent domain or exercise the power of eminent domain under this subchapter outside the county's boundaries The county may acquire land or an easement for a purpose authorized by this subchapter by the exercise of the power of eminent domain in the manner provided by Chapter 21, Property Code

(b) The commissioners court shall determine the amount of and character of interest in the land or easement to be acquired by the exercise of the power of eminent domain

GOVERNMENT CODE
TITLE 10 GENERAL GOVERNMENT
SUBTITLE E GOVERNMENT PROPERTY
CHAPTER 2206 EMINENT DOMAIN

SUBCHAPTER A LIMITATIONS ON PURPOSE AND USE OF PROPERTY ACQUIRED THROUGH EMINENT DOMAIN

Sec 2206 001 LIMITATION ON EMINENT DOMAIN FOR PRIVATE PARTIES OR ECONOMIC DEVELOPMENT PURPOSES

(a) This section applies to the use of eminent domain under the laws of this state, including a local or special law, by any governmental or private entity, including.

(1) a state agency, including an institution of higher education as defined by Section 61 003, Education Code,

(2) a political subdivision of this state, or

(3) a corporation created by a governmental entity to act on behalf of the entity

(b) A governmental or private entity may not take private property through the use of eminent domain if the taking

(1) confers a private benefit on a particular private party through the use of the property,

(2) is for a public use that is merely a pretext to confer a private benefit on a particular private party,

(3) is for economic development purposes, unless the economic development is a secondary purpose resulting from municipal community development or municipal urban renewal activities to eliminate an existing affirmative harm on society from slum or blighted areas under

(A) Chapter 373 or 374, Local Government Code, other than an activity described by Section 373 002(b)(5), Local Government Code, or

(B) Section 311 005(a)(1)(I), Tax Code, or

(4) is not for a public use

(b-1) Subsection (b)(3) does not prohibit the taking of private property through the use of eminent domain for economic development purposes if the economic development is a secondary purpose resulting from the elimination of urban blight under Subchapter I, Chapter 214, Local Government Code This subsection expires December 31, 2016

(c) This section does not affect the authority of an entity authorized by law to take private property through the use of eminent domain for

(1) transportation projects, including, but not limited to, railroads, airports, or public roads or highways,

(2) entities authorized under Section 59, Article XVI, Texas Constitution, including

(A) port authorities,

(B) navigation districts, and

(C) any other conservation or reclamation districts that act as ports,

(3) water supply, wastewater, flood control, and drainage projects,

(4) public buildings, hospitals, and parks,

(5) the provision of utility services,

(6) a sports and community venue project approved by voters at an election held on or before December 1, 2005, under Chapter 334 or 335, Local Government Code,

(7) the operations of

(A) a common carrier pipeline, or

(B) an energy transporter, as that term is defined by Section 186 051, Utilities Code,

(8) a purpose authorized by Chapter 181, Utilities Code,

(9) underground storage operations subject to Chapter 91, Natural Resources Code,

(10) a waste disposal project; or

(11) a library, museum, or related facility and any infrastructure related to the facility

(d) This section does not affect the authority of a governmental entity to condemn a leasehold estate on property owned by the governmental entity

(e) The determination by the governmental or private entity proposing to take the property that the taking does not involve an act or circumstance prohibited by Subsection (b) does not create a presumption with respect to whether the taking involves that act or circumstance

Added by Acts 2005, 79th Leg., 2nd C S , Ch. 1, Sec. 1, eff November 18, 2005

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec. 2, eff September 1, 2011

Acts 2011, 82nd Leg , R S , Ch 693, Sec 1, eff. September 1, 2011

Sec. 2206 002 LIMITATIONS ON EASEMENTS (a) This section applies only to an easement acquired by an entity for the purpose of a pipeline to be used for oil or gas exploration or production activities

(b) A property owner whose property is acquired through the use of eminent domain under Chapter 21, Property Code, for the purpose of creating an easement through that owner's property may construct streets or roads, including gravel, asphalt, or concrete streets or roads, at any locations above the easement that the property owner chooses

(c) The portion of a street or road constructed under this section that is within the area covered by the easement

(1) must cross the easement at or near 90 degrees, and

(2) may not

(A) exceed 40 feet in width,

(B) cause a violation of any applicable pipeline regulation, or

(C) interfere with the operation and maintenance of any pipeline

(d) At least 30 days before the date on which construction of an asphalt or concrete street or road that will be located wholly or partly in an area covered by an easement used for a pipeline is scheduled to begin, the property owner must submit plans for the proposed construction to the owner of the easement

(e) Notwithstanding the provisions of this section, a property owner and the owner of the easement may agree to terms other than those stated in Subsection (c)

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec. 2, eff September 1, 2011

SUBCHAPTER B PROCEDURES REQUIRED TO INITIATE EMINENT DOMAIN PROCEEDINGS

Sec 2206 051 SHORT TITLE This subchapter may be cited as the Truth in Condemnation Procedures Act

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 2, eff September 1, 2011

Sec 2206 052 APPLICABILITY The procedures in this subchapter apply only to the use of eminent domain under the laws of this state by a governmental entity

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 2, eff September 1, 2011

Sec 2206 053. VOTE ON USE OF EMINENT DOMAIN

(a) Before a governmental entity initiates a condemnation proceeding by filing a petition under Section 21 012, Property Code, the governmental entity must:

(1) authorize the initiation of the condemnation proceeding at a public meeting by a record vote, and

(2) include in the notice for the public meeting as required by Subchapter C, Chapter 551, in addition to other information as required by that subchapter, the consideration of the use of eminent domain to condemn property as an agenda item

(b) A single ordinance, resolution, or order may be adopted for all units of property to be condemned if

(1) the motion required by Subsection (e) indicates that the first record vote applies to all units of property to be condemned, and

(2) the minutes of the governmental entity reflect that the first vote applies to all of those units

(c) If more than one member of the governing body objects to adopting a single ordinance, resolution, or order by a record vote for all units of property for which condemnation proceedings are to be initiated, a separate record vote must be taken for each unit of property

(d) For the purposes of Subsections (a) and (c), if two or more units of real property are owned by the same person, the governmental entity may treat those units of property as one unit of property

(e) The motion to adopt an ordinance, resolution, or order authorizing the initiation of condemnation proceedings under Chapter 21, Property Code, must be made in a form substantially similar to the following "I move that the (name of governmental entity) authorize the use of the power of eminent domain to acquire (describe the property) for (describe the public use)" The description of the property required by this subsection is sufficient if the description of the location of and interest in the property that the governmental entity seeks to acquire is substantially similar to the description that is or could properly be used in a petition to condemn the property under Section 21 012, Property Code.

(f) If a project for a public use described by Section 2206 001(c)(3) will require a governmental entity to acquire multiple tracts or units of property to construct facilities connecting one location to another location, the governing body of the governmental entity may adopt a single ordinance, resolution, or order by a record vote that delegates the authority to initiate condemnation proceedings to the chief administrative official of the governmental entity

(g) An ordinance, resolution, or order adopted under Subsection (f) is not required to identify specific properties that the governmental entity will acquire. The ordinance, resolution, or order must identify the general area to be covered by the project or the general route that will be used by the governmental entity for the project in a way that provides property owners in and around the area or along the route reasonable notice that the owners' properties may be subject to condemnation proceedings during the planning or construction of the project

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 2, eff September 1, 2011

SUBCHAPTER C EXPIRATION OF CERTAIN EMINENT DOMAIN AUTHORITY

Sec. 2206 101 REPORT OF EMINENT DOMAIN AUTHORITY, EXPIRATION OF AUTHORITY

(a) This section does not apply to an entity that was created or that acquired the power of eminent domain on or after December 31, 2012

(b) Not later than December 31, 2012, an entity, including a private entity, authorized by the state by a general or special law to exercise the power of eminent domain shall submit to the comptroller a letter stating that the entity is authorized by the state to exercise the power of eminent domain and identifying each provision of law that grants the entity that authority The entity must send the letter by certified mail, return receipt requested.

(c) The authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the entity submits a letter in accordance with Subsection (b)

(d) Not later than March 1, 2013, the comptroller shall submit to the governor, the lieutenant governor, the speaker of the house of representatives, the presiding officers of the appropriate standing committees of the senate and the house of representatives, and the Texas Legislative Council a report that contains

(1) the name of each entity that submitted a letter in accordance with this section, and

(2) a corresponding list of the provisions granting eminent domain authority as identified by each entity that submitted a letter

(e) The Texas Legislative Council shall prepare for consideration by the 84th Legislature, Regular Session, a nonsubstantive revision of the statutes of this state as necessary to reflect the state of the law after the expiration of an entity's eminent domain authority effective under Subsection (c)

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 2, eff September 1, 2011

GOVERNMENT CODE
TITLE 10 GENERAL GOVERNMENT
SUBTITLE F STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
SUBCHAPTER B QUALIFYING PROJECTS

§ 2267 061 MATERIAL DEFAULT, REMEDIES

(a) If the contracting person commits a material default, the responsible governmental entity may assume the responsibilities and duties of the contracting person of the qualifying project. If the responsible governmental entity assumes the responsibilities and duties of the contracting person, the responsible governmental entity has all the rights, title, and interest in the qualifying project, subject to any liens on revenue previously granted by the contracting person to any person providing financing for the project

(b) A responsible governmental entity that has the power of eminent domain under state law may exercise that power to acquire the qualifying project in the event of a material default by the contracting person Any person who has provided financing for the qualifying project, and the contracting person to the extent of its capital investment, may participate in the eminent domain proceedings with the standing of a property owner

(c) The responsible governmental entity may terminate, with cause, any applicable interim or comprehensive agreement and exercise any other rights and remedies available to the governmental entity at law or in equity

(d) The responsible governmental entity may make any appropriate claim under the letters of credit or other security or the performance and payment bonds required by Section 2267 058(a)(1)

(e) If the responsible governmental entity elects to assume the responsibilities and duties for a qualifying project under Subsection (a), the responsible governmental entity may

(1) develop or operate the qualifying project,

(2) impose user fees;

(3) impose and collect lease payments for the use of the project; and

(4) comply with any applicable contract to provide services

(f) The responsible governmental entity shall collect and pay to secured parties any revenue subject to a lien to the extent necessary to satisfy the contracting person's obligations to secured parties, including the maintenance of reserves. The liens shall be correspondingly reduced and, when paid off, released.

(g) Before any payment is made to or for the benefit of a secured party, the responsible governmental entity may use revenue to pay the current operation and maintenance costs of the qualifying project, including compensation to the responsible governmental entity for its services in operating and maintaining the qualifying project. The right to receive any payment is considered just compensation for the qualifying project

(h) The full faith and credit of the responsible governmental entity may not be pledged to secure any financing of the contracting person that was assumed by the governmental entity when the governmental entity assumed responsibility for the qualifying project

§ 2267 062 EMINENT DOMAIN

(a) At the request of the contracting person, the responsible governmental entity may exercise any power of eminent domain that it has under law to acquire any land or property interest to the extent that the responsible governmental entity dedicates the land or property interest to public use and finds that the action serves the public purpose of this chapter.

(b) Any amounts to be paid in any eminent domain proceeding shall be paid by the contracting person

§ 2267 063 AFFECTED FACILITY OWNER

(a) The contracting person and each facility owner, including a public utility, a public service company, or a cable television provider, whose facilities will be affected by a qualifying project shall cooperate fully in planning and arranging the manner in which the facilities will be affected.

(b) The contracting person and responsible governmental entity shall ensure that a facility owner whose facility will be affected by a qualifying project does not suffer a disruption of service as a result of the construction or improvement of the qualifying project

(c) A governmental entity possessing the power of eminent domain may exercise that power in connection with the relocation of facilities affected by the qualifying project or facilities that must be relocated to the extent that the relocation is necessary or desirable by construction of, renovation to, or improvements to the qualifying project, which includes construction of, renovation to, or improvements to temporary facilities to provide service during the period of construction or improvement The governmental entity shall exercise its power of eminent domain to the extent required to ensure an affected facility owner does not suffer a disruption of service as a result of the construction or improvement of the qualifying project during the construction or improvement or after the qualifying project is completed or improved

(d) The contracting person shall pay any amount owed for the crossing, constructing, or relocating of facilities.

HEALTH AND SAFETY CODE
TITLE 4 HEALTH FACILITIES
SUBTITLE C LOCAL HOSPITALS
CHAPTER 263 COUNTY HOSPITALS AND OTHER HEALTH FACILITIES
SUBCHAPTER B ESTABLISHING, ENLARGING, SELLING, AND CLOSING COUNTY HOSPITALS

§ 263 022. POWERS AND DUTIES OF COMMISSIONERS COURT AFTER PASSAGE OF BOND PROPOSITION

(a) If a bond proposition under Section 263 021 is approved by a majority of the qualified voters voting at the election, the commissioners court of the county shall establish or enlarge a hospital or medical or other health facility as provided in the proposition and maintain the hospital or facility

(b) In establishing, enlarging, or maintaining a hospital or facility, the commissioners court may,

(1) purchase or lease real or personal property or acquire real property and easements to real property by condemnation,

(2) purchase or construct any necessary buildings,

(3) make necessary improvements, repairs, and alterations to an existing building,

(4) impose property taxes in the county for all necessary expenditures related to the hospital or facility, including maintenance expenses;

(5) issue county bonds to provide funds to establish, enlarge, and equip the hospital or facility or make any necessary permanent improvements in connection with the hospital or facility, and

(6) accept and hold a grant or devise of land or a gift or bequest of money or personal property in trust for the county and apply the principal or income, or both, for the benefit of the hospital or facility and in accordance with the terms of the gift.

(c) Subject to this chapter, the commissioners court may purchase or lease real or personal property, or both, in an adjacent county if the court considers the purchase or lease necessary for hospital purposes The commissioners court may not acquire real property in an adjacent county by condemnation

HEALTH AND SAFETY CODE
TITLE 4 HEALTH FACILITIES
SUBTITLE C LOCAL HOSPITALS
CHAPTER 264 COUNTY HOSPITAL AUTHORITIES
SUBCHAPTER C POWERS AND DUTIES

§ 264 028 EMINENT DOMAIN

(a) To carry out a power granted by this chapter, the authority may acquire the fee simple title to land, other property, and easements by condemnation under Chapter 21, Property Code

(b) The authority is considered to be a municipal corporation for the purposes of Section 21 021(c), Property Code

(c) The board shall determine the amount and character of the interest in land, other property, and easements to be acquired under this section

HEALTH AND SAFETY CODE
TITLE 4 HEALTH FACILITIES
SUBTITLE C LOCAL HOSPITALS
CHAPTER 265 JOINT MUNICIPAL AND COUNTY HOSPITALS
SUBCHAPTER D JOINT COUNTY-MUNICIPAL HOSPITAL BOARDS

§ 265 052 EMINENT DOMAIN

(a) The hospital board may acquire the fee simple title to or any other interest in land and other property by condemnation under Chapter 21, Property Code, to carry out any power, duty, or function under this subchapter

(b) The board has the same rights as a county or municipality under Section 21 021, Property Code

(c) The board shall determine the amount and character of the interest in land or other property to be acquired under this section

HEALTH AND SAFETY CODE
TITLE 4 HEALTH FACILITIES
SUBTITLE D HOSPITAL DISTRICTS
CHAPTER 281 HOSPITAL DISTRICTS IN COUNTIES OF AT LEAST 190,000
SUBCHAPTER C GENERAL POWERS AND DUTIES

§ 281 054 EMINENT DOMAIN

(a) The district has the power of eminent domain to acquire any interest in real, personal, or mixed property located in the district if the property interest is necessary or convenient for the exercise of the rights or authority conferred on the district by this chapter

(b) The district must exercise the power of eminent domain in the manner provided by Chapter 21, Property Code, but the district is not required to deposit with the trial court money or a bond as provided by Section 21 021(a), Property Code.

(c) In a condemnation proceeding brought by the district, the district is not required to·

(1) pay in advance or give bond or other security for costs in the trial court;

(2) give bond for the issuance of a temporary restraining order or a temporary injunction, or

(3) give bond for costs or supersedeas on an appeal or writ of error

HEALTH AND SAFETY CODE
TITLE 4 HEALTH FACILITIES
SUBTITLE D HOSPITAL DISTRICTS
CHAPTER 282 HOSPITAL DISTRICTS IN COUNTIES OF 75,000 OR LESS
SUBCHAPTER C GENERAL POWERS AND DUTIES

§ 282 046 EMINENT DOMAIN

(a) On a resolution by the board, the district may exercise the power of eminent domain for the acquisition of property necessary to carry out the powers and duties of the district, including preventing damage to district property, property rights, equipment, hospital facilities and systems, and property adjacent to district property

(b) The district must exercise the power of eminent domain in the manner provided by Chapter 21, Property Code, for the exercise of that power by a municipality

(c) The district may not exercise the power of eminent domain against

(1) a hospital, clinic, or sanatorium operated as a charitable, nonprofit establishment or operated by a religious organization, or

(2) a privately owned or operated hospital or clinic, whether or not incorporated

HEALTH AND SAFETY CODE
TITLE 5 SANITATION AND ENVIRONMENTAL QUALITY
SUBTITLE B SOLID WASTE, TOXIC CHEMICALS, SEWAGE, LITTER, AND WATER
CHAPTER 364 COUNTY SOLID WASTE
SUBCHAPTER B COUNTY SOLID WASTE MANAGEMENT

§ 364 014 ACQUISITION OF PROPERTY

(a) A county may acquire by purchase, lease, gift, condemnation, or any other manner and may own, maintain, use, and operate property or an interest in property necessary or convenient to the exercise of the powers and purposes provided by this chapter.

(b) The power of eminent domain is restricted to the county and may be exercised in the manner provided by law

(c) A county may not exercise the power of eminent domain to acquire real property under this section if that power conflicts with a corporation's power of eminent domain as provided by law

HUMAN RESOURCES CODE
TITLE 3 FACILITIES AND SERVICES FOR CHILDREN
SUBTITLE A FACILITIES FOR CHILDREN
CHAPTER 63 RESIDENTIAL FACILITIES FOR CERTAIN DELINQUENT CHILDREN

§ 63 017 SINGLE COUNTY FACILITY ACQUISITION OF REAL PROPERTY, RULES FOR ADMISSION, RATES CHARGED

(a) In the instance of a facility formed by a single county, the commissioners court of the creating county may acquire, through gift, purchase, condemnation, or any other method, real property for the purpose of locating a facility on such property Such property may be acquired outside of the boundaries of the creating county if, in the opinion of the commissioners court of the forming county, there will exist a demand for the services to be provided by the facility in the county in which the facility is to be located in addition to any need which may already exist within the boundaries of the creating county

(b) The board of trustees for a facility created by a single county shall establish rules and regulations for the admission of juveniles into the facility from other than the forming county Such rules may allow that the forming county shall have priority in the placement of its juveniles into the facility The board may establish a rate of charges to be paid by the county of origin of the juvenile being placed into the facility, and such rates may be reduced for those juveniles being admitted from the county which created the facility

§ 63 018 COMBINATION OF COUNTIES FACILITY ACQUISITION OF REAL PROPERTY, RULES FOR ADMISSION, RATES CHARGED

(a) In the instance of a facility being created by two or more counties, the commissioners courts of the forming counties may acquire, by gift, purchase, condemnation, or other means, real property for the purpose of locating the facility on such property The method of acquisition and the amount of cost sharing between those counties shall be negotiated among the forming counties and reduced to contract Such property to be acquired shall be situated within the boundaries of any one of the creating counties

(b) The board of trustees for a facility created by an organizational component of two or more counties shall establish rules and regulations for the admission of juveniles who are residents of other than the creating counties The board may establish a rate of charges to be paid by the county of origin of the juvenile being placed into the facility, and those rates may be reduced for juveniles being admitted from a county that was part of the organizational component that created the facility

LOCAL GOVERNMENT CODE
TITLE 7 REGULATION OF LAND USE, STRUCTURES, BUSINESSES, AND RELATED ACTIVITIES
SUBTITLE C REGULATORY AUTHORITY APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 241 MUNICIPAL AND COUNTY ZONING AUTHORITY AROUND AIRPORTS
SUBCHAPTER Z MISCELLANEOUS PROVISIONS

§ 241 903 ACQUISITION OF AIR RIGHTS OR OTHER PROPERTY

(a) A political subdivision may acquire from a person or other political subdivision an air right, aviation easement, or other estate or interest in property or in a nonconforming structure or use if

(1) the acquisition is necessary to accomplish the purposes of this chapter,

(2) the property or nonconforming structure or use is located within the political subdivision, the political subdivision owns the airport, or the political subdivision is served by the airport, and

(3)(A) the political subdivision desires to remove, lower, or terminate the nonconforming structure or use,

(b) airport zoning regulations are not sufficient to provide necessary approach protection because of constitutional limitations, or

(c) the acquisition of a property right is more advisable than an airport zoning regulation in providing necessary approach protection

(d) An acquisition under this section may be by purchase, grant, or condemnation in the manner provided by Subchapter B, Chapter 21, Property Code

LOCAL GOVERNMENT CODE
TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY
SUBTITLE B COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY
CHAPTER 261 COUNTY RIGHT OF EMINENT DOMAIN

§ 261 001 RIGHT OF EMINENT DOMAIN

(a) A county may exercise the right of eminent domain to condemn and acquire land, an easement in land, or a right-of-way if the acquisition is necessary for the construction of a jail, courthouse, hospital, or library, or for another public use authorized by law

(b) The right of eminent domain conferred by this section extends to public or private land, but not to land used for cemetery purposes

LOCAL GOVERNMENT CODE
TITLE 8 ACQUISITION, SALE, OR LEASE OF PROPERTY
SUBTITLE B COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY
CHAPTER 263 SALE OR LEASE OF PROPERTY BY COUNTIES
SUBCHAPTER E CONVEYANCE OF REAL PROPERTY FROM COUNTY TO UNITED STATES

§ 263 201 ACQUISITION AND CONVEYANCE OF LAND FOR WATER PROJECTS

(a) If a county that has a part of its boundary coincident with a part of the international boundary between the United States and Mexico, or that is contiguous to such a county, has made an agreement with the United States to acquire and, on request, convey to the United States, with or without monetary consideration, land or an interest in land desired by the United States to enable the United States or an establishment of the United States to carry out an act of the United States Congress in aid of navigation, irrigation, flood control, or improvement of water courses and to accomplish a purpose specified by Section 2204 101, Government Code, the commissioners court of the county may

(1) on request by the United States through its proper officer for the conveyance of land, or an interest in land, that is necessary for the construction, operation, or maintenance of the water project, acquire the land or interest in land by gift or purchase or by condemnation in accordance with Chapter 21, Property Code, for ultimate conveyance to the United States, and

(2) pay for the land or interest in land from special flood control funds or other available county funds

(b) In a condemnation by the county, the county, after the award by the special commissioners appointed under Chapter 21, Property Code, may file a declaration of taking adopted by resolution of the commissioners court and signed by the county judge

(c) The declaration of taking must contain

(1) a declaration that the land or interest in land described in the original petition is taken for a public use and for ultimate conveyance to the United States,

(2) a description of the land sufficient for the identification of the land,

(3) a statement of the estate or interest in the land being taken,

(4) a statement of the public use to be made of the land;

(5) a plan showing the land being taken, and

(6) a statement of the amount of damages awarded by the special commissioners, or by the jury on appeal, for the taking of the land

(d) When the commissioners court files the declaration of taking with the county clerk, deposits money in an amount equal to the amount of the award against the county with the county clerk subject to the order of the defendant, and pays any costs awarded against the county

(1) the land is considered to be condemned and taken for the uses specified in the declaration,

(2) the title to the estate or interest in the land specified in the declaration vests in the county, and

(3) the right to just compensation vests in the person entitled to the compensation

(e) When title passes, the commissioners court may immediately convey the land or interest in land to the United States.

(f) An appeal from an award of the special commissioners or the service of process by publication does not suspend the vesting of title in the county On appeal the only issue is the amount of damages due from the county to the owner of the land or interest in land for its taking

LOCAL GOVERNMENT CODE
TITLE 8 ACQUISITION, SALE, OR LEASE OF PROPERTY
SUBTITLE C ACQUISITION, SALE, OR LEASE PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 273 ACQUISITION OF PROPERTY FOR PUBLIC PURPOSES BY MUNICIPALITIES, COUNTIES, AND OTHER LOCAL GOVERNMENTS

§ 273 001 ACQUISITION OF PROPERTY, EXERCISE OF POLICE POWER

(a) A municipality may, in accordance with this chapter, acquire property separately or jointly with another municipality or other governmental entity by gift, dedication, or purchase, with or without condemnation

(b) The property must be located within the county where the municipality or other governmental entity is located The property may be located inside or outside the corporate limits of the municipality

(c) The property must be used for the following public purposes

(1) parks and playgrounds,

(2) hospitals,

(3) the extension, improvement, and enlargement of its water system, including riparian rights, water supply reservoirs, standpipes, watersheds, and dams,

(4) the laying, building, maintenance, and construction of water mains,

(5) the laying, erection, establishment, and maintenance of necessary appurtenances or facilities that will furnish to the inhabitants of the municipality an abundant supply of wholesome water,

(6) sewage plants and systems,

(7) rights of way for water and sewer lines,

(8) airports and landing fields,

(9) incinerators and garbage disposal plants;

(10) streets, boulevards, alleys, or other public ways, or

(11) a right of way needed in connection with property used for any of these purposes

(d) The municipality may exercise police power within an area acquired under this section

§ 273 002 CONDEMNATION

Condemnation of property under this chapter shall be in accordance with state law relating to eminent domain, which may be Chapter 21, Property Code, or any other state law governing and relating to the condemnation of land for public uses by a municipality

§ 273 003 NECESSARY ALTERATIONS

(a) If, in acting under this chapter, it is necessary for a municipality or other governmental entity to exercise the power of eminent domain, a police power, or any other power in order to make an alteration, including relocating, raising, lowering, rerouting, changing the grade, or altering the construction of a railroad, electric transmission, telegraph or telephone line, conduit, pole, property or facility, or pipeline outside the corporate limits of municipalities, the alteration shall be made at the sole expense of the municipality or other governmental entity

(b) In this section, "sole expense" means the actual cost of an alteration made under Subsection (a) and of the provision of a comparable replacement without enhancement of the facility, after deducting the net salvage value derived from the old facility

LOCAL GOVERNMENT CODE
TITLE 8 ACQUISITION, SALE, OR LEASE OF PROPERTY
SUBTITLE C ACQUISITION, SALE, OR LEASE PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 280 MISCELLANEOUS PROVISIONS AFFECTING ACQUISITION, SALE, OR LEASE OF PROPERTY BY MUNICIPALITIES AND COUNTIES

§ 280 001 LAND FOR USE OF UNITED STATES

(a) A municipality or county, separately or jointly, may acquire land for the use of the United States government, either by a lease for a term of years or in fee simple title

(b) Land acquired under this section by a county must be located within the county Land acquired under this section by a municipality must be located within the county in which the municipality is located

(c) For the purpose of acquiring land under this section, a municipality or county may appropriate any available funds and issue time warrants in payment If time warrants are issued, the provisions of Chapter 252 or Subchapter C of Chapter 262 shall be followed to the extent applicable.

(d) For the purpose of acquiring land under this section, a municipality or county may condemn land. The condemnation may be for any period of years or in fee simple title Condemnation may be in the name of the municipality or county

(e) Prior to the filing of a petition for condemnation, the commissioners court of the county or the governing body of the municipality shall estimate an amount of money to be the just compensation for the interest in the land taken, and the petition shall state that amount

(f) Immediately after filing a condemnation suit, the municipality or county may take possession of the land by depositing with the county clerk the amount of money estimated After a hearing as provided by law, if the special commissioners appointed under the condemnation statutes find the just compensation to be greater than the amount fixed by the commissioners court or governing body, an additional amount shall be deposited with the county clerk by the taking authority to equal the amount found by the special commissioners

(g) After the date of the taking, which is the date of the deposit of the money estimated by the commissioners court or governing body or the date of deposit of the amount fixed by the special commissioners if the taking is not desired until after the special commissioners have acted, the municipality or county may transfer the interest acquired by the taking to the United States government

(h) A municipality or county may contract with the United States government obligating itself to acquire a lease-hold interest or fee simple title in land as authorized by this section

§ 280 003 HOSPITAL SITES IN COUNTY OR MUNICIPALITY

(a) The commissioners court of a county or the governing body of a municipality may issue bonds that are payable from ad valorem taxes and use the proceeds from the sale of the bonds to acquire by purchase, condemnation, or both, land to be used for hospital purposes

(b) A county or municipality that has sufficient money in its general fund may use money in that fund to acquire land to be used for hospital purposes

(c) A county or municipality that owns land suitable for hospital purposes, including land acquired under Subsection (a) or (b), may donate the land to this state or to the United States for hospital purposes if this state or the United States agrees to erect and maintain a hospital on the land

(d) A county or municipality may accept a nominal award as full compensation for land that is suitable for hospital purposes in a condemnation proceeding brought by this state or by the United States to acquire the land for hospital purposes

(e) If bonds are issued under Subsection (a), the commissioners court or the governing body must impose the taxes in compliance with the applicable provisions of Subtitles A and C, Title 9, Government Code

LOCAL GOVERNMENT CODE
TITLE 9 PUBLIC BUILDINGS AND GROUNDS
SUBTITLE B COUNTY PUBLIC BUILDINGS
CHAPTER 293 COUNTY BUILDING AUTHORITY ACT
SUBCHAPTER B CREATION AND OPERATION

§ 293 026 POWERS OF AUTHORITY

(a) The authority may

(1) construct, enlarge, furnish, and equip a building to be used primarily as a county courthouse, subject to the approval of the commissioners court,

(2) sue or be sued, implead or be impleaded, and complain or defend in court,

(3) adopt, use, and alter a corporate seal,

(4) make bylaws for the management and regulation of its affairs,

(5) make contracts and execute instruments necessary or convenient for conducting its business,

(6) acquire, purchase, hold, and use land necessary for carrying out its purposes,

(7) lease land or an interest in land from the county for a term of not more than 99 years at nominal rent or annual rent determined by contract with the county,

(8) lease real or personal property or an interest in such property to the county for a term of not more than 99 years at nominal rent or annual rent determined by contract with the county;

(9) lease real or personal property or an interest in such property to a person other than a county for a term of not more than 40 years at an annual rent determined by contract with the person;

(10) borrow money and accept grants from, and enter into contracts, leases, or other transactions with, federal agencies,

(11) invest the proceeds of its bonds, until the money is needed, in direct obligations of or obligations unconditionally guaranteed by the United States government, to the extent authorized in the bond resolution or trust indenture,

(12) fix, alter, charge, and collect rates, rentals, and other charges for services of the authority or use of facilities of the authority or project,

(13) exercise the power of eminent domain to the extent, in the manner, and under the laws applicable to counties, for the purpose of acquiring property needed for a purpose authorized by this chapter, and

(14) do anything necessary or convenient to accomplish the purposes of the authority or carry out a power granted to the authority by statute

(b) A lease under Subsection (a)(9) may not impair the authority's obligations under the bond resolution or trust indenture On notice specified in the contract, a lessee under such a lease shall surrender possession of the property to the authority if and to the extent that the county requires use of the property

(c) The power provided by Subsection (a)(10) is not subject to the limitations relating to other powers granted under this section

LOCAL GOVERNMENT CODE
TITLE 10 PARKS AND OTHER RECREATIONAL AND CULTURAL RESOURCES
SUBTITLE B COUNTY PARKS AND OTHER RECREATIONAL AND CULTURAL RESOURCES
CHAPTER 325 SPORTS FACILITY DISTRICT ESTABLISHED BY COUNTY
SUBCHAPTER C POWERS AND DUTIES

§ 325 037 EMINENT DOMAIN

(a) The district may acquire land for a sports facility by condemnation if the board determines, after notice and hearing, that it is necessary

(b) The right of eminent domain must be exercised in the manner provided by Chapter 21, Property Code, except that the district is not required to give bond for appeal or bond for costs in a condemnation suit or other suit to which it is a party and is not required to deposit double the amount of any award in any suit.

(c) If the district, in the exercise of the power of eminent domain, makes necessary the relocation, raising, lowering, rerouting, or changing in grade, or alteration of the construction of any highway, railroad, electric transmission or distribution line, telephone or telegraph properties and facilities, or pipeline, all necessary relocations, raising, lowering, rerouting, changing in grade, or alteration of construction shall be accomplished at the sole expense of the district "Sole expense" means the actual cost of relocation, raising, lowering, rerouting, or changing in grade, or alteration of construction to provide comparable replacement without enhancement of facilities, after deducting the net salvage value derived from the old

facility

LOCAL GOVERNMENT CODE
TITLE 10 PARKS AND OTHER RECREATIONAL AND CULTURAL RESOURCES
SUBTITLE C PARKS AND OTHER RECREATIONAL AND CULTURAL RESOURCES PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 331 MUNICIPAL AND COUNTY AUTHORITY TO ACQUIRE AND MAINTAIN PARKS, MUSEUMS, AND HISTORIC SITES

§ 331 001 GENERAL AUTHORITY

(a) A municipality or county may improve land for park purposes and may operate and maintain parks The authority to improve the land includes the authority to construct buildings, lay out and pave driveways and walks, construct ditches or lakes, and set out trees and shrubs

(b) A municipality or county may by gift, devise, purchase, or eminent domain proceeding acquire

(1) land and buildings to be used for public parks, playgrounds, or historical museums, or

(2) land on which are located

A) historic buildings, sites, or landmarks of statewide historical significance associated with historic events or personalities,

B) prehistoric ruins, burial grounds, or archaeological or vertebrate paleontological sites, or

C) sites including fossilized footprints, inscriptions made by human agency, or any other archaeological, paleontological, or historic buildings, markers, monuments, or historical features

(c) Land acquired by a municipality under Subsection (b) may be situated inside or outside the municipality but must be within the county in which the municipality is situated, and land acquired by a county under Subsection (b) must be within the limits of the county The land may be acquired in any size tract considered suitable by the governing body of the municipality or county.

§ 331 003 EMINENT DOMAIN

A municipality or county may exercise eminent domain under Section 331 001(b) for the acquisition of a historic site, building, or structure only on a showing that it is necessary to prevent the destruction or deterioration of the site, building, or structure.

LOCAL GOVERNMENT CODE
TITLE 10 PARKS AND OTHER RECREATIONAL AND CULTURAL RESOURCES
SUBTITLE C PARKS AND OTHER RECREATIONAL AND CULTURAL RESOURCES PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 335 SPORTS AND COMMUNITY VENUE DISTRICTS
SUBCHAPTER E POWERS AND DUTIES

§ 335 071 GENERAL POWERS OF DISTRICT

(a) A district may

(1) perform any act necessary to the full exercise of the district's powers,

(2) accept a gift, grant, or loan from a

(A) department or agency of the United States,

(B) department, agency, or political subdivision of this state, or

(C) public or private person,

(3) acquire, sell, lease, convey, or otherwise dispose of property or an interest in property, including a right-of-way or easement or an approved venue project, under terms and conditions determined by the district,

(4) employ necessary personnel, and

(5) adopt rules to govern the operation of the district and its employees and property.

(b) A district may contract with a public or private person, including one or more political subdivisions that created the district or a sports team, club, organization, or other entity, to

(1) plan, acquire, establish, develop, construct, or renovate an approved venue project, or

(2) perform any other act the district is authorized to perform under this chapter, other than conducting an election under this chapter.

(c) A district may contract with or enter into an interlocal agreement with a school district, junior or community college district, or an institution of higher education as defined by Section 61 003, Education Code, for a purpose described by Subsection (b) The contract or interlocal agreement may provide for joint ownership and operation or joint use

(d) The competitive bidding laws, including Chapter 271, do not apply to the planning, acquisition, establishment, development, construction, or renovation of an approved venue project

(e) A district may impose any tax a municipality or county may impose under Chapter 334, subject to approval of the voters of the district as prescribed by this chapter and Chapter 334 The district shall impose the tax in the same manner as a county or municipality and may issue bonds in lieu of a county or municipality as required by Chapter 334

(f) A district may not levy an ad valorem tax

(g) In a transaction with another public entity that is made as provided by Subsection (a)(3), the public purpose found by the legislature under Section 335 074 is adequate consideration for the district and the other public entity

(h) A district has the right and power of eminent domain under Chapter 21, Property Code, to acquire and condemn any interest, including a fee simple interest, in real property in the district, in connection with the planning, acquisition, establishment, development, construction, renovation, repair, maintenance, or operation of an approved venue project A district is not required to provide bond for appeal or bond for costs under Section 21 021(a)(2) or (3), Property Code, in any lawsuit to which the district is a party and is not required to deposit more than the amount of the award in a suit

LOCAL GOVERNMENT CODE
TITLE 11 PUBLIC SAFETY
SUBTITLE B COUNTY PUBLIC SAFETY
CHAPTER 351 COUNTY JAILS AND LAW ENFORCEMENT
SUBCHAPTER G JAIL DISTRICT

§ 351 136 ACQUISITION OF PROPERTY FOR SITE, LEASE, EMINENT DOMAIN

(a) The district may acquire by gift, grant, purchase, or condemnation any land, easements, rights-of-way,

and other property interests necessary to construct or improve a jail facility

(b) The district may lease property on terms and conditions the board determines advantageous to the district.

(c) The district may acquire land for a jail facility by condemnation if the board determines, after notice and hearing, that it is necessary The right of eminent domain must be exercised in the manner provided by Chapter 21, Property Code, except that the district is not required to give bond for appeal or bond for costs in a condemnation suit or other suit to which it is a party and is not required to deposit double the amount of any award in any suit

(d) If the district, in the exercise of the power of eminent domain, makes necessary the relocation, raising, lowering, rerouting, or changing in grade or alteration of the construction of any highway, railroad, electric transmission or distribution line, telephone or telegraph properties and facilities, or pipeline, all necessary relocations, raising, lowering, rerouting, changing in grade, or alteration of construction shall be accomplished at the sole expense of the district "Sole expense" means the actual cost of relocation, raising, lowering, rerouting, or changing in grade or alteration of construction to provide comparable replacement without enhancement of facilities, after deducting the net salvage value derived from the old facility

LOCAL GOVERNMENT CODE
TITLE 12 PLANNING AND DEVELOPMENT
SUBTITLE B COUNTY PLANNING AND DEVELOPMENT
CHAPTER 383 COUNTY DEVELOPMENT DISTRICTS
SUBCHAPTER D POWERS AND DUTIES

§ 383 063 EMINENT DOMAIN

(a) A district that is not located within a municipality may exercise the power of eminent domain to acquire land or interests in land in the district considered necessary by the board for the purpose of providing water and sewer services to an authorized project

(b) The power of eminent domain shall be exercised in the manner provided by Chapter 21, Property Code

LOCAL GOVERNMENT CODE
TITLE 12 PLANNING AND DEVELOPMENT
SUBTITLE C PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 392 HOUSING AUTHORITIES ESTABLISHED BY MUNICIPALITIES AND COUNTIES
SUBCHAPTER D POWERS AND DUTIES OF A HOUSING AUTHORITY

§ 392 061 EMINENT DOMAIN

(a) An authority may acquire an interest in real property, including a fee simple interest, by the exercise of the power of eminent domain after it adopts a resolution describing the real property and declaring the acquisition of the property necessary for the purposes of the authority under this chapter

(b) An authority may exercise the power of eminent domain in the manner provided by Chapter 21, Property Code, or by other applicable statutory provisions for the exercise of the power of eminent domain

(c) An authority may exercise the power of eminent domain to acquire property already devoted to public use, but the authority may not acquire real property belonging to a municipality, a county, another political subdivision, or the state without the consent of the governmental entity

LOCAL GOVERNMENT CODE
TITLE 12 PLANNING AND DEVELOPMENT
SUBTITLE C1 ADDITIONAL PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 507 SPACEPORT DEVELOPMENT CORPORATIONS
SUBCHAPTER C POWERS AND DUTIES

§ 507 103 EMINENT DOMAIN

(a) A spaceport development corporation may exercise the power of eminent domain to acquire property for a spaceport, including the power to

(1) acquire fee title in land condemned,

(2) relocate or modify a railroad, utility line, pipeline, or other facility that may interfere with a spaceport; or

(3) impose a reasonable restriction on using the surface of the property for mineral development if the corporation does not own the mineral rights.

(b) Before exercising the power of eminent domain under this chapter, a spaceport development corporation must obtain a resolution approving the proposed condemnation from the governing body of a county or municipality in which the property is located For purposes of this chapter, territory in the extraterritorial jurisdiction of a municipality is considered to be in the jurisdiction of the municipality

(c) Chapter 21, Property Code, governs the exercise of the power of eminent domain by a spaceport development corporation

LOCAL GOVERNMENT CODE
TITLE 13 WATER AND UTILITIES
SUBTITLE B COUNTY WATER
CHAPTER 561 WATER CONTROL BY COUNTIES

§ 561 001 FLOOD CONTROL PROPERTY, CONDEMNATION

(a) A county may acquire public or private real property, including easements and rights-of-way, for the purpose of building canals, drains, levees, and other improvements to provide for flood control and water outlets The county has the right of eminent domain to make an acquisition under this section

(b) An appeal from a finding and assessment of damages by special commissioners in a condemnation case does not act to suspend the work for which the property is acquired

(c) A county may, if the commissioners court of the county considers it necessary, obtain the fee title to the property that is the subject of the condemnation However, a county may not obtain through condemnation the fee title to property lawfully used or occupied by a public utility, railroad, canal, levee, or any other person devoting its property to a public use This prohibition does not prevent the county from condemning an easement or a right-of-way in favor of the county

(d) If the commissioners court considers it necessary to condemn an easement on the property of a person that also has the power of eminent domain, the expense of acquisition, construction, and maintenance of the flood control or drainage project is the obligation of the county, flood control district, or drainage district, as the case may be

LOCAL GOVERNMENT CODE
TITLE 13 WATER AND UTILITIES
SUBTITLE B COUNTY WATER
CHAPTER 562. COUNTY WATER SUPPLY
SUBCHAPTER B WATER SUPPLY AND SEWAGE

§ 562 016 COUNTY WATER AND SEWER SYSTEM

(a) A county may acquire, own, finance, operate, or contract for the operation of, a water or sewer utility system to serve an unincorporated area of the county in the same manner and under the same regulations as a municipality under Chapter 552 The county must comply with all provisions of Chapter 13, Water Code, that apply to a municipality However, a county with a population of two million or more and any adjoining county may, with the municipality's approval, serve an area within a municipality

(b) To finance the water or sewer utility system, a county may issue bonds payable solely from the revenue generated by the water or sewer utility system A bond issued under this section is not a debt of the county but is only a charge on the revenues pledged and is not considered in determining the ability of the county to issue bonds for any other purpose authorized by law This subsection does not authorize the issuance of general obligation bonds payable from ad valorem taxes to finance a water or sewer utility system However, a county with a population of two million or more and any adjoining county may issue general obligation bonds with the approval of qualified voters.

(c) A county may acquire any interest in property necessary to operate a system authorized by this section through any means available to the county, including eminent domain A county may not use eminent domain under this subsection to acquire property in a municipality. Provided, however, a county with a population of two million or more and any adjoining county may, with the municipality's approval, use the power of eminent domain under this subsection to acquire property within a municipality

LOCAL GOVERNMENT CODE
TITLE 13 WATER AND UTILITIES
SUBTITLE C WATER PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 571 SEAWALLS AND LEVEES IN COASTAL MUNICIPALITIES AND COUNTIES
SUBCHAPTER A AUTHORITY OF COUNTY OR MUNICIPALITY BORDERING GULF

§ 571 004 ACQUISITION OF PROPERTY, EMINENT DOMAIN

(a) The county or municipality may acquire property that is necessary for the establishment, construction, and maintenance of a seawall, breakwater, levee, floodway, or drainway

(b) The county or municipality may exercise the right of eminent domain to condemn an interest in real property for the purposes described by Subsection (a) The county or municipality must exercise the power of eminent domain in the manner provided by Chapter 21, Property Code

(c) Before exercising the power of eminent domain under this section the commissioners court or municipal authority, by order, ordinance, or resolution entered in its minutes, shall define and describe the real property to be acquired and shall determine whether an easement or fee simple interest in the real property is to be taken

LOCAL GOVERNMENT CODE
TITLE 13 WATER AND UTILITIES
SUBTITLE C WATER PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT
CHAPTER 572 PUBLIC UTILITY AGENCIES FOR PROVISION OF WATER OR SEWER SERVICE
SUBCHAPTER B COOPERATION BY PUBLIC AND PRIVATE ENTITIES

§ 572 012 GENERAL RIGHTS, POWERS, AND DUTIES OF PUBLIC ENTITIES

(a) Each participating public entity may

(1) use the entity's money to plan, acquire, construct, own, operate, and maintain its interest in a facility;

(2) share in the facility,

(3) issue bonds and other securities to raise money for a purpose described by Subdivision (1) in the same manner and to the same extent and subject to the same conditions as would be applicable if the public entity had sole ownership of the facility,

(4) acquire, for the use and benefit of each participating public entity, land, easements, and property for a facility by purchase or by exercising the power of eminent domain, and

(5) transfer or otherwise convey the land, property, or property interest or otherwise have the land, property, or property interest become vested in other participating public entities to the extent and in the manner agreed between the entities

(b) In relation to a participating public entity's undivided interest in a facility, the entity has each right, privilege, exemption, power, duty, and liability the entity would have if the entity had sole ownership.

§ 572 013 USE OF EMINENT DOMAIN

(a) A participating public entity has the power of eminent domain to be exercised as provided by this section

(b) The use of eminent domain authority by a participating public entity is governed by the law relating to an eminent domain proceeding involving a municipality in this state

(c) A participating public entity may acquire a fee title to the condemned real property, excluding mineral interests

(d) A participating public entity may not use eminent domain authority to acquire an interest in a facility that belongs to another public entity or a private entity

NATURAL RESOURCES CODE
TITLE 8 ACQUISITION OF RESOURCES
CHAPTER 183 CONSERVATION EASEMENTS
SUBCHAPTER B TEXAS FARM AND RANCH LANDS CONSERVATION PROGRAM

§ 183 057 PROTECTED LAND, NOTICE OF TAKING

(a) A department or agency of this state, a county, a municipality, another political subdivision, or a public utility may not approve any program or project that requires the use or taking through eminent domain of private land encumbered by an agricultural conservation easement purchased under this subchapter unless the governmental entity or public utility acting through its governing body or officers determines that.

(1) there is no feasible and prudent alternative to the use or taking of the land, and

(2) the program or project includes all reasonable planning to minimize harm to the land resulting from the use or taking

(b) A determination required by Subsection (a) may be made only at a properly noticed public hearing.

(c) The governing body or officers of the governmental entity or public utility may consider clearly enunciated local preferences, and the provisions of this subchapter do not constitute a mandatory prohibition against the use of the area if the determinations required by Subsection (a) are made

(d) If, after making the determination required by Subsection (a), a department or agency of this state, a county, a municipality, another political subdivision, or a public utility acquires by eminent domain a fee simple interest in land encumbered by an agricultural conservation easement purchased under this

subchapter

(1) the easement on the condemned property terminates, and

(2) the entity exercising the power of eminent domain shall

(A) pay for an appraisal of the fair market value, as that term is defined by Section 183 056, of the property subject to condemnation,

(B) pay to the qualified easement holder an amount equal to the amount paid by the holder for the portion of the easement affecting the property to be condemned,

(C) pay to the landowner an amount equal to the fair market value of the condemned property less the amount paid to the qualified easement holder under Paragraph (B), and

(D) pay to the landowner and the qualified easement holder any additional damages to their interests in the remaining property, as determined by the special commissioners under Section 21 042, Property Code

(e) If, after making the determination required by Subsection (a), a department or agency of this state, a county, a municipality, another political subdivision, or a public utility acquires by eminent domain an interest other than a fee simple interest in land encumbered by an agricultural conservation easement purchased under this subchapter

(1) the entity exercising the power of eminent domain shall pay for an appraisal of the fair market value, as that term is defined by Section 183 056, of the property subject to condemnation, and

(2) the special commissioners shall consider the fair market value as the value of the property for purposes of assessing damages under Section 21 042, Property Code.

(f) The qualified easement holder shall pay to the fund any amounts received under Subsections (d) and (e), not to exceed the amount paid by the fund for the purchase of the easement
municipal utility district

(b) The district may not exercise the power of eminent domain outside the district to acquire a site or easement for

(1) a road project authorized by Section 3872 104, or

(2) a recreational facility as defined by Section 49 462, Water Code

NATURAL RESOURCES CODE
TITLE 12 WETLANDS
CHAPTER 221 WETLAND MITIGATION
SUBCHAPTER A GENERAL PROVISIONS
SUBCHAPTER B WETLAND MITIGATION BANKING AND CONTRACTS

§ 221 021 ACTIONS TO ESTABLISH OR MAINTAIN MITIGATION BANK

(a) With the approval of the General Land Office, a state agency or eligible political subdivision may take any necessary and reasonable action to comply with a federal requirement to establish or maintain a mitigation bank An action under this section may include

(1) authorizing or making a continuing study of wetland areas and wetland mitigation programs,

(2) consistent with federal requirements, engaging in a wetland mitigation program and adopting and enforcing permanent land use and control measures on land the agency or subdivision owns in a mitigation bank,

(3) consulting with, providing information to, and entering into an agreement with a federal agency to identify and publish information about wetland areas;

(4) cooperating with a federal or state agency in connection with a study or investigation regarding the adequacy of a local measure with respect to a federal or state wetland program;

(5) improving the long-range management or use of wetland or a wetland mitigation bank;

(6) purchasing, leasing, condemning, or otherwise acquiring property inside or outside the eligible political subdivision that is necessary for a wetland mitigation bank or buffer zone and, as necessary, improving the land or other property as a wetland mitigation bank, including any adjacent buffer zone, to comply with a federal requirement,

(7) requesting or receiving aid from a federal or state agency or an eligible political subdivision,

(8) purchasing, selling, or contracting to purchase or sell a mitigation credit in a mitigation bank,

(9) incurring a liability or borrowing money on terms approved by the governing body of the subdivision,

(10) acquiring, holding, using, selling, leasing, or disposing of real or personal property, including a license, patent, right, or interest, that is necessary, convenient, or useful for the full exercise of a power under this chapter,

(11) contracting with any operator to use or operate any part of a mitigation bank, and

(12) procuring any type of insurance and paying an insurance premium in an amount the governing body of the eligible political subdivision considers necessary or advisable

(b) The power of eminent domain granted by this section does not enable a state agency or eligible political subdivision to acquire by condemnation an interest in land that is owned or used by a public utility In this subsection, "public utility" has the meaning assigned by the Public Utility Regulatory Act of 1995 (Article 1446c-0, Vernon's Texas Civil Statutes)

PROPERTY CODE
TITLE 4 ACTIONS AND REMEDIES
CHAPTER 21 EMINENT DOMAIN
SUBCHAPTER A. JURISDICTION

Sec 21 001 CONCURRENT JURISDICTION District courts and county courts at law have concurrent jurisdiction in eminent domain cases A county court has no jurisdiction in eminent domain cases.

Acts 1983, 68th Leg , p 3498, ch 576, Sec 1, eff Jan 1, 1984

Sec 21 002 TRANSFER OF CASES. If an eminent domain case is pending in a county court at law and the court determines that the case involves an issue of title or any other matter that cannot be fully adjudicated in that court, the judge shall transfer the case to a district court

Acts 1983, 68th Leg , p 3498, ch 576, Sec 1, eff Jan. 1, 1984.

Sec. 21 003 DISTRICT COURT AUTHORITY A district court may determine all issues, including the authority to condemn property and the assessment of damages, in any suit·

(1) in which this state, a political subdivision of this state, a person, an association of persons, or a corporation is a party; and

(2) that involves a claim for property or for damages to property occupied by the party under the party's eminent domain authority or for an injunction to prevent the party from entering or using the property under the party's eminent domain authority

Acts 1983, 68th Leg , p 3498, ch 576, Sec 1, eff Jan 1, 1984

SUBCHAPTER B PROCEDURE

Sec. 21 011 STANDARD PROCEDURE. Exercise of the eminent domain authority in all cases is governed by Sections 21 012 through 21 016 of this code.

Acts 1983, 68th Leg , p 3498, ch 576, Sec. 1, eff Jan. 1, 1984

Sec 21 0111 DISCLOSURE OF CERTAIN INFORMATION REQUIRED; INITIAL OFFER

(a) An entity with eminent domain authority that wants to acquire real property for a public use shall, by certified mail, return receipt requested, disclose to the property owner at the time an offer to purchase or lease the property is made any and all appraisal reports produced or acquired by the entity relating specifically to the owner's property and prepared in the 10 years preceding the date of the offer.

(b) A property owner shall disclose to the entity seeking to acquire the property any and all current and existing appraisal reports produced or acquired by the property owner relating specifically to the owner's property and used in determining the owner's opinion of value. Such disclosure shall take place not later than the earlier of

(1) the 10th day after the date of receipt of an appraisal report, or

(2) the third business day before the date of a special commissioner's hearing if an appraisal report is to be used at the hearing.

(c) An entity seeking to acquire property that the entity is authorized to obtain through the use of eminent domain may not include a confidentiality provision in an offer or agreement to acquire the property The entity shall inform the owner of the property that the owner has the right to

(1) discuss any offer or agreement regarding the entity's acquisition of the property with others, or

(2) keep the offer or agreement confidential, unless the offer or agreement is subject to Chapter 552, Government Code

(d) A subsequent bona fide purchaser for value from the acquiring entity may conclusively presume that the requirement of this section has been met This section does not apply to acquisitions of real property for which an entity does not have eminent domain authority

Added by Acts 1995, 74th Leg , ch 566, Sec 1, eff Aug 28, 1995

Amended by

Acts 2011, 82nd Leg , R S , Ch 81, Sec 7, eff September 1, 2011

Sec 21 0112 PROVISION OF LANDOWNER'S BILL OF RIGHTS STATEMENT REQUIRED

(a) Not later than the seventh day before the date a governmental or private entity with eminent domain authority makes a final offer to a property owner to acquire real property, the entity must send by first-class mail or otherwise provide a landowner's bill of rights statement provided by Section 402 031, Government Code, to the last known address of the person in whose name the property is listed on the most recent tax roll of any appropriate taxing unit authorized by law to levy property taxes against the property In addition to the other requirements of this subsection, an entity with eminent domain authority shall provide a copy of the landowner's bill of rights statement to a landowner before or at the same time as the entity first represents in any manner to the landowner that the entity possesses eminent domain authority

(b) The statement must be

(1) printed in an easily readable font and type size, and

(2) if the entity is a governmental entity, made available on the Internet website of the entity if technologically feasible

Added by Acts 2007, 80th Leg , R S , Ch 1201, Sec 3, eff. February 1, 2008

Amended by Acts 2009, 81st Leg , R S , Ch 1145, Sec. 1, eff. January 15, 2010.

Sec 21 0113 BONA FIDE OFFER REQUIRED

(a) An entity with eminent domain authority that wants to acquire real property for a public use must make a bona fide offer to acquire the property from the property owner voluntarily

(b) An entity with eminent domain authority has made a bona fide offer if

(1) an initial offer is made in writing to a property owner;

(2) a final offer is made in writing to the property owner,

(3) the final offer is made on or after the 30th day after the date on which the entity makes a written initial offer to the property owner,

(4) before making a final offer, the entity obtains a written appraisal from a certified appraiser of the value of the property being acquired and the damages, if any, to any of the property owner's remaining property,

(5) the final offer is equal to or greater than the amount of the written appraisal obtained by the entity,

(6) the following items are included with the final offer or have been previously provided to the owner by the entity

(A) a copy of the written appraisal,

(B) a copy of the deed, easement, or other instrument conveying the property sought to be acquired, and

(C) the landowner's bill of rights statement prescribed by Section 21 0112, and

(7) the entity provides the property owner with at least 14 days to respond to the final offer and the property owner does not agree to the terms of the final offer within that period

Added by Acts 2011, 82nd Leg , R S , Ch 81, Sec 8, eff. September 1, 2011

Sec 21 012 CONDEMNATION PETITION

(a) If an entity with eminent domain authority wants to acquire real property for public use but is unable to agree with the owner of the property on the amount of damages, the entity may begin a condemnation proceeding by filing a petition in the proper court

(b) The petition must

(1) describe the property to be condemned;

(2) state with specificity the public use for which the entity intends to acquire the property,

(3) state the name of the owner of the property if the owner is known,

(4) state that the entity and the property owner are unable to agree on the damages,

(5) if applicable, state that the entity provided the property owner with the landowner's bill of rights statement in accordance with Section 21 0112, and

(6) state that the entity made a bona fide offer to acquire the property from the property owner voluntarily as provided by Section 21 0113

(c) An entity that files a petition under this section must provide a copy of the petition to the property owner by certified mail, return receipt requested

Acts 1983, 68th Leg , p 3498, ch 576, Sec. 1, eff Jan. 1, 1984

Amended by Acts 2007, 80th Leg , R S , Ch 1201, Sec. 4, eff February 1, 2008 Acts 2011, 82nd Leg , R S , Ch 81, Sec 9, eff September 1, 2011

Sec 21 0121 CONDEMNATION TO ACQUIRE WATER RIGHTS

(a) In addition to the contents prescribed by Section 21 012(b), a condemnation petition filed by a political subdivision of this state for the purpose of acquiring rights to groundwater or surface water must state that the facts to be proven are that the political subdivision has

(1) prepared a drought contingency plan,

(2) developed and implemented a water conservation plan that will result in the highest practicable levels of water conservation and efficiency achievable in the political subdivision's jurisdiction,

(3) made a bona fide good faith effort to obtain practicable alternative water supplies to the water rights the political subdivision proposes to condemn,

(4) made a bona fide good faith effort to acquire the rights to the water the political subdivision proposes to condemn by voluntary purchase or lease, and

(5) made a showing that the political subdivision needs the water rights to provide for the domestic needs of the political subdivision within the next 10-year period

(b) A court shall deny the right to condemn unless the political subdivision proves to the court that the political subdivision has met the requirements of Subsection (a)

Added by Acts 2003, 78th Leg , ch 1032, Sec 1, eff Sept 1, 2003

Sec 21 013 VENUE, FEES AND PROCESSING FOR SUIT FILED IN DISTRICT COURT

(a) The venue of a condemnation proceeding is the county in which the owner of the property being condemned resides if the owner resides in a county in which part of the property is located Otherwise, the venue of a condemnation proceeding is any county in which at least part of the property is located

(b) Except where otherwise provided by law, a party initiating a condemnation proceeding in a county in which there is one or more county courts at law with jurisdiction shall file the petition with any clerk authorized to handle such filings for that court or courts

(c) A party initiating a condemnation proceeding in a county in which there is not a county court at law must file the condemnation petition with the district clerk The filing fee shall be due at the time of filing in accordance with Section 51 317, Government Code

(d) District and county clerks shall assign an equal number of eminent domain cases in rotation to each court with jurisdiction that the clerk serves

Acts 1983, 68th Leg , p 3499, ch 576, Sec 1, eff Jan 1, 1984. Amended by Acts 1993, 73rd Leg , ch 760, Sec 1, eff Sept 1, 1993, Acts 1999, 76th Leg , ch 756, Sec 1, eff June 18, 1999

Sec 21 014 SPECIAL COMMISSIONERS

(a) The judge of a court in which a condemnation petition is filed or to which an eminent domain case is assigned shall appoint three disinterested real property owners who reside in the county as special commissioners to assess the damages of the owner of the property being condemned The judge appointing the special commissioners shall give preference to persons agreed on by the parties The judge shall provide each party a reasonable period to strike one of the three commissioners appointed by the judge If a person fails to serve as a commissioner or is struck by a party to the suit, the judge shall appoint a replacement

(b) The special commissioners shall swear to assess damages fairly, impartially, and according to the law

(c) Special commissioners may compel the attendance of witnesses and the production of testimony, administer oaths, and punish for contempt in the same manner as a county judge

Acts 1983, 68th Leg , p 3499, ch 576, Sec. 1, eff Jan 1, 1984.

Amended by Acts 2011, 82nd Leg , R S , Ch. 81, Sec 10, eff September 1, 2011

Sec 21 015 HEARING

(a) The special commissioners in an eminent domain proceeding shall promptly schedule a hearing for the parties at the earliest practical time but may not schedule a hearing to assess damages before the 20th day after the date the special commissioners were appointed The special commissioners shall schedule a hearing for the parties at a place that is as near as practical to the property being condemned or at the county seat of the county in which the proceeding is being held

(b) After notice of the hearing has been served, the special commissioners shall hear the parties at the scheduled time and place or at any other time or place to which they may adjourn the hearing.

Acts 1983, 68th Leg , p 3500, ch 576, Sec 1, eff Jan 1, 1984

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 11, eff September 1, 2011

Sec 21 016 NOTICE.

(a) Each party in an eminent domain proceeding is entitled to written notice issued by the special commissioners informing the party of the time and place of the hearing

(b) Notice of the hearing must be served on a party not later than the 20th day before the day set for the hearing A person competent to testify may serve the notice

(c) A person who serves a notice shall return the original notice to the special commissioners on or before the day set for hearing. The person shall write a return of service on the notice that states how and when it was served

(d) Notice may be served:

(1) by delivering a copy of the notice to the party or to the party's agent or attorney,

(2) if the property being condemned belongs to a deceased's estate or to a minor or other legally disabled person and the person or estate has a legal representative, by delivering a copy of the notice to the legal representative; or

(3) if the property being condemned belongs to a nonresident of this state and there has been no personal service on the owner, if the identity or the residence of the property owner is unknown,

or if the property owner avoids service of notice by hiding, by publication in the same manner as service of citation by publication in other civil cases in the district courts or county courts at law

Acts 1983, 68th Leg , p 3500, ch 576, Sec 1, eff Jan 1, 1984

Amended by: Acts 2011, 82nd Leg , R S , Ch 81, Sec 12, eff September 1, 2011

Sec 21 017 ALTERNATIVE PLEADINGS

(a) This state, a political subdivision of this state, a person, an association of persons, or a corporation that is a party to a suit covered by Section 21 003 of this code by petition, cross-bill, or plea of intervention may assert a claim to the property or, alternatively, seek to condemn the property

(b) A plea under this section is not an admission of an adverse party's title to the property in controversy

Acts 1983, 68th Leg , p 3501, ch 576, Sec 1, eff Jan 1, 1984

Sec 21 018 APPEAL FROM COMMISSIONERS' FINDINGS

(a) A party to a condemnation proceeding may object to the findings of the special commissioners by filing a written statement of the objections and their grounds with the court that has jurisdiction of the proceeding The statement must be filed on or before the first Monday following the 20th day after the day the commissioners file their findings with the court

(b) If a party files an objection to the findings of the special commissioners, the court shall cite the adverse party and try the case in the same manner as other civil causes

Acts 1983, 68th Leg , p 3501 ch 576, Sec 1, eff Jan. 1, 1984

Sec 21 019 DISMISSAL OF CONDEMNATION PROCEEDINGS

(a) A party that files a condemnation petition may move to dismiss the proceedings, and the court shall conduct a hearing on the motion However, after the special commissioners have made an award, in an effort to obtain a lower award a condemnor may not dismiss the condemnation proceedings merely to institute new proceedings that involve substantially the same condemnation against the same property owner

(b) A court that hears and grants a motion to dismiss a condemnation proceeding made by a condemnor under Subsection (a) shall make an allowance to the property owner for reasonable and necessary fees for attorneys, appraisers, and photographers and for the other expenses incurred by the property owner to the date of the hearing

(c) A court that hears and grants a motion to dismiss a condemnation proceeding made by a property owner seeking a judicial denial of the right to condemn or that otherwise renders a judgment denying the right to condemn may make an allowance to the property owner for reasonable and necessary fees for attorneys, appraisers, and photographers and for the other expenses incurred by the property owner to the date of the hearing or judgment

Acts 1983, 68th Leg , p 3501, ch 576, Sec 1, eff. Jan 1, 1984 Amended by Acts 1987, 70th Leg , ch 483, Sec 1, eff Aug 31, 1987

Sec 21 0195 DISMISSAL OF CERTAIN CONDEMNATION PROCEEDINGS; TEXAS DEPARTMENT OF TRANSPORTATION

(a) This section applies only to the dismissal of a condemnation proceeding that involves the Texas Department of Transportation

(b) The department may move to dismiss a proceeding it files, and the court shall conduct a hearing on the motion The court may grant the motion only if the court determines that the property owner's interest will not be materially affected by the dismissal The department may not dismiss the condemnation proceedings merely to institute new proceedings that involve substantially the same condemnation against the same property owner solely to obtain a lower condemnation award.

(c) If a court dismisses a condemnation proceeding on the motion of the department or as a result of the failure of the department to bring the proceeding properly, the court shall make an allowance to the property owner for the value of the department's use of the property while in possession of the property, any damage that the condemnation has caused to the property owner, and any expenses the property owner has incurred in connection with the condemnation, including reasonable and necessary fees for attorneys

Added by Acts 1997, 75th Leg , ch 1171, Sec 1 46(a), eff Sept. 1, 1997

Sec 21 020 REINSTATEMENT OF CONDEMNATION PROCEEDINGS If a condemnor moves to dismiss a condemnation proceeding and subsequently files a petition to condemn substantially the same property interest from the same property owner, the court may not appoint new special commissioners but shall enter the award of the special commissioners in the first proceeding as the award in the second. The court shall award the property owner triple the amount of the expenses that were allowed the property owner prior to the dismissal of the first proceeding

Acts 1983, 68th Leg , p 3502, ch 576, Sec 1, eff Jan 1, 1984.

Sec 21 021 POSSESSION PENDING LITIGATION

(a) After the special commissioners have made an award in a condemnation proceeding, except as provided by Subsection (c) of this section, the condemnor may take possession of the condemned property pending the results of further litigation if the condemnor

(1) pays to the property owner the amount of damages and costs awarded by the special commissioners or deposits that amount of money with the court subject to the order of the property owner,

(2) deposits with the court either the amount of money awarded by the special commissioners as damages or a surety bond in the same amount issued by a surety company qualified to do business in this state, conditioned to secure the payment of an award of damages by the court in excess of the award of the special commissioners, and

(3) executes a bond that has two or more good and solvent sureties approved by the judge of the court in which the proceeding is pending and conditioned to secure the payment of additional costs that may be awarded to the property owner by the trial court or on appeal

(b) A court shall hold money or a bond deposited under Subdivision (1) or (2) of Subsection (a) to secure the payment of the damages that have been or that may be awarded against the condemnor

(c) This state, a county, or a municipal corporation or an irrigation, water improvement, or water power control district created under legal authority is not required to deposit a bond or the amount equal to the award of damages under Subdivisions (2) and (3) of Subsection (a)

(d) If a condemnor deposits money with a court under Subdivision (2) of Subsection (a), the condemnor may instruct the court to deposit or invest the money in any account with or certificate or security issued by a state or national bank in this state The court shall pay the interest that accrues from the deposit or investment to the condemnor

Acts 1983, 68th Leg , p 3502, ch 576, Sec 1, eff Jan 1, 1984 Amended by Acts 1984, 68th Leg , 2nd C S , ch 18, Sec. 1(b), eff Oct 2, 1984

Sec 21 0211 PAYMENT OF AD VALOREM TAXES

(a) A court may not authorize withdrawal of any money deposited under Section 21 021 unless the petitioner for the money files with the court.

(1) a tax certificate issued under Section 31 08, Tax Code, by the tax collector for each taxing unit that imposes ad valorem taxes on the condemned property showing that there are no delinquent taxes, penalties, interest, or costs owing on the condemned property or on any larger tract of which the condemned property forms a part, and

(2) in the case of a whole taking that occurs after the date the ad valorem tax bill for taxes imposed by a taxing unit on the property is sent, a tax receipt issued under Section 31 075, Tax Code, by the tax collector of the taxing unit that imposes ad valorem taxes showing that the taxes on the condemned property for the current tax year, prorated under Section 26 11, Tax Code, have been paid

(b) For purposes of Subsection (a)(2), a "case of a whole taking" means a case in which the location, size, and boundaries of the property assessed for ad valorem taxes are ident cal to that of the condemned property

Added by Acts 2005, 79th Leg , Ch 1126, Sec 27, eff September 1, 2005.

Sec 21 022 AUTHORITY OF COURTS Laws that formerly governed the performance of functions by county clerks and judges in eminent domain proceedings are applicable to the clerks and judges of district courts and county courts at law.

Acts 1983, 68th Leg , p 3503, ch 576, Sec 1, eff Jan 1, 1984

Sec 21 023. DISCLOSURE OF INFORMATION REQUIRED AT TIME OF ACQUISITION An entity with eminent domain authority shall disclose in writing to the property owner, at the time of acquisition of the property through eminent domain, that

(1) the owner or the owner's heirs, successors, or assigns may be entitled to

(A) repurchase the property under Subchapter E, or

(B) request from the entity certain information relating to the use of the property and any actual progress made toward that use, and

(2) the repurchase price is the price paid to the owner by the entity at the time the entity acquired the property through eminent domain

Added by Acts 2003, 78th Leg , ch 1307, Sec 1, eff Jan 1, 2004

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 13, eff September 1, 2011

Sec 21 025 PRODUCTION OF INFORMATION BY CERTAIN ENTITIES

(a) Notwithstanding any other law, an entity that is not subject to Chapter 552, Government Code, and is authorized by law to acquire private property through the use of eminent domain is required to produce information as provided by this section if the information is

(1) requested by a person who owns property that is the subject of a proposed or existing eminent domain proceeding; and

(2) related to the taking of the person's private property by the entity through the use of eminent domain

(b) An entity described by Subsection (a) is required under this section only to produce information relating to the condemnation of the specific property owned by the requestor as described in the request. A request under this section must contain sufficient details to allow the entity to identify the specific tract of land in relation to which the information is sought

(c) The entity shall respond to a request in accordance with the Texas Rules of Civil Procedure as if the request was made in a matter pending before a state district court.

(d) Exceptions to disclosure provided by this chapter and the Texas Rules of Civil Procedure apply to the disclosure of information under this section

(e) Jurisdiction to enforce the provisions of this section resides in

(1) the court in which the condemnation was initiated, or

(2) if the condemnation proceeding has not been initiated

(A) a court that would have jurisdiction over a proceeding to condemn the requestor's property, or

(B) a court with eminent domain jurisdiction in the county in which the entity has its principal place of business

(f) If the entity refuses to produce information requested in accordance with this section and the court determines that the refusal violates this section, the court may award the requestor's reasonable attorney's fees incurred to compel the production of the information

Added by Acts 2011, 82nd Leg , R S , Ch 81, Sec 14, eff September 1, 2011

SUBCHAPTER C DAMAGES AND COSTS

Sec 21 041 EVIDENCE As the basis for assessing actual damages to a property owner from a condemnation, the special commissioners shall admit evidence on

(1) the value of the property being condemned,

(2) the injury to the property owner,

(3) the benefit to the property owner's remaining property, and

(4) the use of the property for the purpose of the condemnation

Acts 1983, 68th Leg , p 3504, ch 576, Sec 1, eff Jan 1, 1984

Sec 21 042 ASSESSMENT OF DAMAGES

(a) The special commissioners shall assess damages in a condemnation proceeding according to the evidence presented at the hearing

(b) If an entire tract or parcel of real property is condemned, the damage to the property owner is the local market value of the property at the time of the special commissioners' hearing

(c) If a portion of a tract or parcel of real property is condemned, the special commissioners shall determine the damage to the property owner after estimating the extent of the injury and benefit to the property owner, including the effect of the condemnation on the value of the property owner's remaining property

(d) In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's

ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway

(e) If a portion of a tract or parcel of real property is condemned for the use, construction, operation, or maintenance of the state highway system or of a county toll project described by Chapter 284, Transportation Code, that is eligible for designation as part of the state highway system, or for the use, construction, development, operation, or maintenance of an improvement or project by a metropolitan rapid transit authority created before January 1, 1980, with a principal municipality having a population of less than 1 9 million and established under Chapter 451, Transportation Code, the special commissioners shall determine the damage to the property owner regardless of whether the property owner makes a claim for damages to the remaining property. In awarding compensation or assessing the damages, the special commissioners shall consider any special and direct benefits that arise from the highway improvement or the transit authority improvement or project that are peculiar to the property owner and that relate to the property owner's ownership, use, or enjoyment of the particular parcel of remaining real property

(f) In awarding compensation or assessing damages for a condemnation by an institution of higher education, as defined by Section 61 003, Education Code, the special commissioners may not include in the compensation or damages any amount that compensates for, or is based on the present value of, an exemption from ad valorem taxation applicable to the property before its condemnation

(g) Notwithstanding Subsection (d), if a portion of a tract or parcel of real property that, for the then current tax year was appraised for ad valorem tax purposes under a law enacted under Section 1-d or 1-d-1, Article VIII, Texas Constitution, and is outside the municipal limits or the extraterritorial jurisdiction of a municipality with a population of 5,000 or more is condemned for state highway purposes, the special commissioners shall consider the loss of reasonable access to or from the remaining property in determining the damage to the property owner

Acts 1983, 68th Leg , p 3504, ch 576, Sec 1, eff Jan 1, 1984 Amended by Acts 1984, 68th Leg , 2nd C S , ch 29, Sec 1, eff Oct 2, 1984, Acts 1989, 71st Leg , ch 734, Sec 5, eff June 15, 1989, Acts 1997, 75th Leg , ch 165, Sec 30 244, eff Sept 1, 1997, Acts 2001, 77th Leg , ch 669, Sec 117, eff Sept 1, 2001, Acts 2003, 78th Leg , ch 1266, Sec 1 15, eff June 20, 2003

Amended by Acts 2005, 79th Leg , Ch 281, Sec 2 94, eff June 14, 2005 Acts 2011, 82nd Leg , R S , Ch 81, Sec 15, eff September 1, 2011

Sec 21 0421 ASSESSMENT OF DAMAGES GROUNDWATER RIGHTS

(a) In a condemnation proceeding initiated by a political subdivision under this chapter, the special commissioners or court shall admit evidence relating to the market value of groundwater rights as property apart from the land in addition to the local market value of the real property if

(1) the political subdivision proposes to condemn the fee title of real property, and

(2) the special commissioners or court finds, based on evidence submitted at the hearing, that the real property may be used by the political subdivision to develop or use the rights to groundwater for a public purpose

(b) The evidence submitted under Subsection (a) on the market value of the groundwater rights as property apart from the land shall be based on generally accepted appraisal methods and techniques, including the methods of appraisal under Subchapter A, Chapter 23, Tax Code

(c) If the special commissioners or court finds that the real property may be used by the political subdivision to develop or use the rights to groundwater for a public purpose, the special commissioners or court may assess damages to the property owner based on

(1) the local market value of the real property, excluding the value of the groundwater in place, at the time of the hearing, and

(2) the market value of the groundwater rights as property apart from the land at the time of the hearing

(d) In assessing damages based on the market value of groundwater rights under Subsection (c)(2), the special commissioners or court shall consider

(1) the amount of groundwater the political subdivision can reasonably be expected to produce from the property on an annual basis;

(2) the number of years the political subdivision can reasonably be expected to produce groundwater from the property,

(3) the quality of the groundwater,

(4) the location of the real property in relation to the political subdivision for conveyance purposes,

(5) any potential environmental impact of producing groundwater from the real property,

(6) whether or not the real property is located within the boundaries of a political subdivision that can regulate the production of groundwater from the real property,

(7) the cost of alternative water supplies to the political subdivision, and

(8) any other reasonable factor that affects the market value of a groundwater right

(e) This section does not

(1) authorize groundwater rights appraised separately from the real property under this section to be appraised separately from real property for property tax appraisal purposes, or

(2) subject real property condemned for the purpose described by Subsection (a) to an additional tax as provided by Section 23.46 or 23.55, Tax Code

Added by Acts 2003, 78th Leg , ch 1032, Sec 2, eff Sept 1, 2003

Sec 21 043 DISPLACEMENT FROM DWELLING OR PLACE OF BUSINESS

(a) A property owner who is permanently physically displaced from the property owner's dwelling or place of business and who is not entitled to reimbursement for moving expenses under another law may recover, in addition to the property owner's other damages, the reasonable expenses of moving the property owner's personal property from the dwelling or place of business

(b) A recovery under this section may not exceed the market value of the property being moved The maximum distance of movement to be considered is 50 miles

Acts 1983, 68th Leg , p 3504, ch 576, Sec 1, eff Jan 1, 1984

Sec 21 044 DAMAGES FROM TEMPORARY POSSESSION

(a) If a court finally determines that a condemnor who has taken possession of property pending litigation did not have the right to condemn the property, the court may award to the property owner the damages that resulted from the temporary possession

(b) The court may order the payment of damages awarded under this section from the award or other money deposited with the court However, if the award paid to or appropriated by the property owner exceeds the court's final determination of the value of the property, the court shall order the property owner to return the excess to the condemnor

Acts 1983, 68th Leg , p 3505, ch 576, Sec 1, eff Jan 1, 1984

Sec 21 045 TITLE ACQUIRED Except where otherwise expressly provided by law, the interest acquired by a condemnor under this chapter does not include the fee simple title to real property, either public or private An interest acquired by a condemnor is not lost by the forfeiture or expiration of the condemnor's charter and is subject to an extension of the charter or the grant of a new charter without a new condemnation

Acts 1983, 68th Leg , p 3505, ch 576, Sec 1, eff Jan 1, 1984

Sec. 21 046. RELOCATION ASSISTANCE PROGRAM

(a) A department, agency, instrumentality, or political subdivision of this state shall provide a relocation advisory service for an individual, a family, a business concern, a farming or ranching operation, or a nonprofit organization that is compatible with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U S C.A 4601, et seq

(b) This state or a political subdivision of this state shall, as a cost of acquiring real property, pay moving expenses and rental supplements, make relocation payments, provide financial assistance to acquire replacement housing, and compensate for expenses incidental to the transfer of the property if an individual, a family, the personal property of a business, a farming or ranching operation, or a nonprofit organization is displaced in connection with the acquisition

(c) A department, agency, instrumentality, or political subdivision of this state that initiates a program under Subsection (b) shall adopt rules relating to the administration of the program

(d) Neither this state nor a political subdivision of this state may authorize expenditures under Subsection (b) that exceed payments authorized under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U S C A 4601, et seq

(e) If a person moves or discontinues the person's business, moves personal property, or moves from the person's dwelling as a direct result of code enforcement, rehabilitation, or a demolition program, the person is considered to be displaced because of the acquisition of real property

Acts 1983, 68th Leg., p 3505, ch 576, Sec 1, eff Jan 1, 1984

Amended by

Acts 2011, 82nd Leg , R S , Ch 81, Sec 16, eff September 1, 2011

Sec 21 047 ASSESSMENT OF COSTS AND FEES

(a) Special commissioners may adjudge the costs of an eminent domain proceeding against any party If the commissioners award greater damages than the condemnor offered to pay before the proceedings began or if the decision of the commissioners is appealed and a court awards greater damages than the commissioners awarded, the condemnor shall pay all costs If the commissioners' award or the court's determination of the damages is less than or equal to the amount the condemnor offered before proceedings began, the property owner shall pay the costs

(b) A condemnor shall pay the initial cost of serving a property owner with notice of a condemnation proceeding If the property owner is ordered to pay the costs of the proceeding, the condemnor may recover the expense of notice from the property owner as part of the costs

(c) A court that has jurisdiction of an eminent domain proceeding may tax $10 or more as a reasonable fee for each special commissioner as part of the court costs of the proceeding

(d) If a court hearing a suit under this chapter determines that a condemnor did not make a bona fide offer to acquire the property from the property owner voluntarily as required by Section 21 0113, the court shall abate the suit, order the condemnor to make a bona fide offer, and order the condemnor to pay

(1) all costs as provided by Subsection (a), and

(2) any reasonable attorney's fees and other professional fees incurred by the property owner that are directly related to the violation

Acts 1983, 68th Leg., p 3506, ch 576, Sec 1, eff Jan 1, 1984

Amended by Acts 2011, 82nd Leg , R.S , Ch 81, Sec 17, eff September 1, 2011 Acts 2011, 82nd Leg , R S , Ch 81, Sec 18, eff September 1, 2011

Sec 21 048 STATEMENT OF DAMAGES AND COSTS After the special commissioners in an eminent domain proceeding have assessed the damages, they shall

(1) make a written statement of their decision stating the damages, date it, sign it, and file it and all other papers connected with the proceeding with the court on the day the decision is made or on the next working day after the day the decision is made, and

(2) make and sign a written statement of the accrued costs of the proceeding, naming the party against whom the costs are adjudged, and file the statement with the court

Acts 1983, 68th Leg , p 3507, ch 576, Sec 1, eff Jan 1, 1984 Amended by Acts 1984, 68th Leg , 2nd C S , ch 18, Sec 1(c), eff Oct 2, 1984

Sec. 21 049 NOTICE OF DECISION OF SPECIAL COMMISSIONERS. The judge of a court hearing a proceeding under this chapter shall inform the clerk of the court as to a decision by the special commissioners on the day the decision is filed or on the next working day after the day the decision is filed. Not later than the next working day after the day the decision is filed, the clerk shall send notice of the decision by certified or registered United States mail, return receipt requested, to the parties in the proceeding, or to their attorneys of record, at their addresses of record

Added by Acts 1984, 68th Leg , 2nd C S , ch 18, Sec 1(d), eff Oct 2, 1984

SUBCHAPTER D JUDGMENT

Sec 21 061 JUDGMENT ON COMMISSIONERS' FINDINGS If no party in a condemnation proceeding files timely objections to the findings of the special commissioners, the judge of the court that has jurisdiction of the proceeding shall adopt the commissioners' findings as the judgment of the court, record the judgment in the minutes of the court, and issue the process necessary to enforce the judgment

Acts 1983, 68th Leg , p 3507, ch 576, Sec 1, eff Jan. 1, 1984

Sec 21 062 WRIT OF POSSESSION. If a condemnor in a condemnation proceeding has taken possession of property pending litigation and the court finally decides that the condemnor does not have the right to condemn the property, the court shall order the condemnor to surrender possession of the property and issue a writ of possession to the property owner

Acts 1983, 68th Leg , p 3507, ch 576, Sec 1, eff Jan 1, 1984

Sec 21 063 APPEAL

(a) The appeal of a judgment in a condemnation proceeding is as in other civil cases

(b) A court hearing an appeal from the decision of a trial court in a condemnation proceeding may not suspend the judgment of the trial court pending the appeal

Acts 1983, 68th Leg , p 3507, ch 576, Sec 1, eff Jan 1, 1984

Sec 21 064 INJUNCTIVE RELIEF

(a) A court hearing a suit covered by Section 21 003 of this code may grant injunctive relief under the rules of equity

(b) Instead of granting an injunction under this section, a court may require a condemnor to provide security adequate to compensate the property owner for damages that might result from the condemnation

Acts 1983, 68th Leg , p 3508, ch 576, Sec. 1, eff Jan 1, 1984

Sec 21 065 VESTED INTEREST A judgment of a court under this chapter vests a right granted to a condemnor

Acts 1983, 68th Leg , p 3508, ch 576, Sec 1, eff Jan 1, 1984.

SUBCHAPTER E REPURCHASE OF REAL PROPERTY FROM CONDEMNING ENTITY

Sec 21 101 RIGHT OF REPURCHASE

(a) A person from whom a real property interest is acquired by an entity through eminent domain for a public use, or that person's heirs, successors, or assigns, is entitled to repurchase the property as provided by this subchapter if

(1) the public use for which the property was acquired through eminent domain is canceled before the property is used for that public use,

(2) no actual progress is made toward the public use for which the property was acquired between the date of acquisition and the 10th anniversary of that date, or

(3) the property becomes unnecessary for the public use for which the property was acquired, or a substantially similar public use, before the 10th anniversary of the date of acquisition

(b) In this section, "actual progress" means the completion of two or more of the following actions

(1) the performance of a significant amount of labor to develop the property or other property acquired for the same public use project for which the property owner's property was acquired,

(2) the provision of a significant amount of materials to develop the property or other property acquired for the same public use project for which the property owner's property was acquired,

(3) the hiring of and performance of a significant amount of work by an architect, engineer, or surveyor to prepare a plan or plat that includes the property or other property acquired for the same public use project for which the property owner's property was acquired,

(4) application for state or federal funds to develop the property or other property acquired for the same public use project for which the property owner's property was acquired;

(5) application for a state or federal permit to develop the property or other property acquired for the same public use project for which the property owner's property was acquired,

(6) the acquisition of a tract or parcel of real property adjacent to the property for the same public use project for which the owner's property was acquired, or

(7) for a governmental entity, the adoption by a majority of the entity's governing body at a public hearing of a development plan for a public use project that indicates that the entity will not complete more than one action described by Subdivisions (1)-(6) before the 10th anniversary of the date of acquisition of the property

(c) A district court may determine all issues in any suit regarding the repurchase of a real property interest acquired through eminent domain by the former property owner or the owner's heirs, successors, or assigns

Added by Acts 2003, 78th Leg , ch 1307, Sec 2, eff Jan. 1, 2004.

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 19, eff. September 1, 2011

Sec 21.102 NOTICE TO PREVIOUS PROPERTY OWNER REQUIRED Not later than the 180th day after the date an entity that acquired a real property interest through eminent domain determines that the former property owner is entitled to repurchase the property under Section 21 101, the entity shall send by certified mail, return receipt requested, to the property owner or the owner's heirs, successors, or assigns a notice containing

(1) an identification, which is not required to be a legal description, of the property that was acquired,

(2) an identification of the public use for which the property had been acquired and a statement that

(A) the public use was canceled before the property was used for the public use,

(B) no actual progress was made toward the public use, or

(C) the property became unnecessary for the public use, or a substantially similar public use, before the 10th anniversary of the date of acquisition, and

(3) a description of the person's right under this subchapter to repurchase the property

Added by Acts 2003, 78th Leg , ch 1307, Sec 2, eff Jan 1, 2004

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 19, eff September 1, 2011

Sec 21 1021 REQUESTS FOR INFORMATION REGARDING CONDEMNED PROPERTY

(a) On or after the 10th anniversary of the date on which real property was acquired by an entity through eminent domain, a property owner or the owner's heirs, successors, or assigns may request that the condemning entity make a determination and provide a statement and other relevant information regarding

(1) whether the public use for which the property was acquired was canceled before the property was used for the public use,

(2) whether any actual progress was made toward the public use between the date of acquisition and the 10th anniversary of that date, including an itemized description of the progress made, if applicable, and

(3) whether the property became unnecessary for the public use, or a substantially similar public use, before the 10th anniversary of the date of acquisition

(b) A request under this section must contain sufficient detail to allow the entity to identify the specific tract of land in relation to which the information is sought

(c) Not later than the 90th day following the date of receipt of the request for information, the entity shall send a written response by certified mail, return receipt requested, to the requestor

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 19, eff September 1, 2011.

Sec 21.1022 LIMITATIONS PERIOD FOR REPURCHASE RIGHT Notwithstanding Section 21 103, the right to repurchase provided by this subchapter is extinguished on the first anniversary of the expiration of the period for an entity to provide notice under Section 21.102 if the entity.

(1) is required to provide notice under Section 21 102,

(2) makes a good faith effort to locate and provide notice to each person entitled to notice before the expiration of the deadline for providing notice under that section, and

(3) does not receive a response to any notice provided under that section in the period for response prescribed by Section 21 103

Amended by Acts 2011, 82nd Leg , R.S , Ch 81, Sec 19, eff September 1, 2011

Sec 21 103 RESALE OF PROPERTY, PRICE.

(a) Not later than the 180th day after the date of the postmark on a notice sent under Section 21 102 or a response to a request made under Section 21 1021 that indicates that the property owner, or the owner's heirs, successors, or assigns, is entitled to repurchase the property interest in accordance with Section 21 101, the property owner or the owner's heirs, successors, or assigns must notify the entity of the person's intent to repurchase the property interest under this subchapter

(b) As soon as practicable after receipt of a notice of intent to repurchase under Subsection (a), the entity shall offer to sell the property interest to the person for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain The person's right to repurchase the property expires on the 90th day after the date on which the entity makes the offer

Added by Acts 2003, 78th Leg , ch 1307, Sec 2, eff Jan 1, 2004

Amended by Acts 2011, 82nd Leg , R S , Ch 81, Sec 19, eff September 1, 2011

TAX CODE
TITLE 3 LOCAL TAXATION
SUBTITLE B SPECIAL PROPERTY TAX PROVISIONS
CHAPTER 311 TAX INCREMENT FINANCING ACT

§ 311 008 POWERS OF MUNICIPALITY OR COUNTY

(a) In this section, "educational facility" includes equipment, real property, and other facilities, including a public school building, that are used or intended to be used jointly by the municipality or county and an independent school district

(b) A municipality or county may exercise any power necessary and convenient to carry out this chapter, including the power to

(1) cause project plans to be prepared, approve and implement the plans, and otherwise achieve the purposes of the plan,

(2) acquire real property by purchase, condemnation, or other means and sell real property, on the terms and conditions and in the manner it considers advisable, to implement project plans,

(3) enter into agreements, including agreements with bondholders, determined by the governing body of the municipality or county to be necessary or convenient to implement project plans and achieve their purposes, which agreements may include conditions, restrictions, or covenants that run with the land or that by other means regulate or restrict the use of land, and

(4) consistent with the project plan for the zone

(A) acquire blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed real property or other property in a blighted area or in a federally assisted new community in the zone for the preservation or restoration of historic sites, beautification or conservation, the provision of public works or public facilities, or other public purposes,

(B) acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements, including utilities, streets, street lights, water and sewer facilities, pedestrian malls and walkways, parks, flood and drainage facilities, or parking facilities, but not including educational facilities, or

(C) in a reinvestment zone created on or before September 1, 1999, acquire, construct, or reconstruct educational facilities in the municipality

(c) The powers authorized by Subsection (b)(2) prevail over any law or municipal charter to the contrary

(d) A municipality or county may make available to the public on request financial information regarding the acquisition by the municipality or county of land in the zone when the municipality or county acquires the land

(e) The implementation of a project plan to alleviate a condition described by Section 311 005(a)(1), (2), or (3) and to promote development or redevelopment of a reinvestment zone in accordance with this chapter serves a public purpose

TRANSPORTATION CODE
TITLE 3 AVIATION
CHAPTER 22 COUNTY AND MUNICIPAL AIRPORTS
SUBCHAPTER B ESTABLISHMENT, ACQUISITION, OPERATION, MAINTENANCE, AND DISPOSAL OF AIRPORTS AND AIR NAVIGATION FACILITIES

§ 22 011 GENERAL POWERS REGARDING AIRPORTS AND AIR NAVIGATION FACILITIES

(a) A local government may plan, establish, construct, improve, equip, maintain, operate, regulate, protect, and police an airport or air navigation facility in or outside

(1) the territory of the local government, or

(2) the territory of this state.

(b) The power granted under Subsection (a) includes

(1) constructing, installing, equipping, maintaining, and operating at an airport a building or other facility, including a building or other facility for

(A) the landing and takeoff of aircraft,

(B) cargo, freight, and mail handling, storage, and processing;

(C) the servicing or retrofitting of aircraft, aerospace aircraft, and other equipment and vehicles related to air transportation or aerospace flight, and

(D) the comfort and accommodation of air travelers, including a facility commonly found and provided at an airport, and

(2) buying and selling goods as an incident to the operation of the local government's airport

(c) A local government, by eminent domain or any other method, may acquire an interest in property, including an easement in an airport hazard or land outside the boundaries of an airport or airport site

(1) for a purpose described by Subsection (a), and

(2) as necessary to permit the safe and efficient operation of the airport or to prevent, eliminate, or mark an airport hazard.

(d) A local government may acquire an existing airport or air navigation facility but may not acquire or take over an airport or air navigation facility owned or controlled by another local government or public agency of this state or another state without the consent of the other local government or the public agency

TRANSPORTATION CODE
TITLE 5 RAILROADS
SUBTITLE I SPECIAL DISTRICTS
CHAPTER 172 RURAL RAIL TRANSPORTATION DISTRICTS [EFFECTIVE APRIL 1, 2011]
SUBCHAPTER D GENERAL POWERS AND DUTIES

§ 172 159 [Effective April 1, 2011] SUITS

(a) A district may

(1) sue and be sued,

(2) institute and prosecute suits without giving security for costs, and

(3) appeal from a judgment without giving a supersedeas or cost bond

(b) An action at law or in equity against the district must be brought in the county in which the principal office of the district is located, except that a suit in eminent domain must be brought in the county in which the land is located

TRANSPORTATION CODE
TITLE 5 RAILROADS
SUBTITLE I SPECIAL DISTRICTS
CHAPTER 173 INTERMUNICIPAL COMMUTER RAIL DISTRICTS
SUBCHAPTER D GENERAL POWERS AND DUTIES

§ 173 160 SUITS

(a) A district may

(1) sue and be sued,

(2) institute and prosecute suits without giving security for costs, and

(3) appeal from a judgment without giving a supersedeas or cost bond

(b) An action at law or in equity against the district must be brought in the county in which a principal office of the district is located, except that a suit in eminent domain must be brought in the county in which the land is located

TRANSPORTATION CODE
TITLE 5 RAILROADS
SUBTITLE I SPECIAL DISTRICTS
CHAPTER 174 COMMUTER RAIL DISTRICTS
SUBCHAPTER D. GENERAL POWERS AND DUTIES

§ 174 159 SUITS

(a) A district may·

(1) sue and be sued,

(2) institute and prosecute suits without giving security for costs, and

(3) appeal from a judgment without giving a supersedeas or cost bond

b) An action at law or in equity against the district must be brought in the county in which a principal office of the district is located, except that a suit in eminent domain involving an interest in land must be brought in the county in which the land is located

TRANSPORTATION CODE
TITLE 6. ROADWAYS
SUBTITLE A TEXAS DEPARTMENT OF TRANSPORTATION
CHAPTER 203 MODERNIZATION OF STATE HIGHWAYS, CONTROLLED ACCESS HIGHWAYS
SUBCHAPTER D ACQUISITION OF PROPERTY

§ 203 065 ACQUISITION OF FREEWAY BY COUNTY COMMISSIONERS COURT

(a) A county commissioners court may acquire by gift, devise, purchase, or condemnation a property necessary to lay out, construct, maintain, or operate a section of a state highway as a freeway

(b) In this section, "freeway" has the meaning assigned by Section 203 064(b)

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE B STATE HIGHWAY SYSTEM
CHAPTER 224 ACQUISITION, CONSTRUCTION, AND MAINTENANCE
SUBCHAPTER A ACQUISITION GENERALLY

§ 224 002 ACQUISITION BY COUNTY OR MUNICIPALITY GENERALLY

(a) A county or municipality shall acquire, in the manner provided by law, the highway right-of-way that is requested by the department.

(b) Chapter 21, Property Code, governs the procedure for an acquisition by eminent domain

§ 224 003 ACQUISITION BY COMMISSIONERS COURT

(a) The commissioners court of a county may acquire by purchase or eminent domain any real property, including a right-of-way, or material, including timber, earth, stone, or gravel, that the commission determines is necessary or convenient to a state highway to be constructed, reconstructed, maintained, widened, straightened, or extended Real property acquired for streambed diversion may not exceed 100 feet in width

(b) The commission shall furnish to the commissioners court the plats or field notes of the real property and the description of any required materials After receiving the plats, notes, or description, the commissioners court may make the acquisition in accordance with those documents

(c) The acquisition is on behalf of the state with title to the State of Texas

(d) The commissioners court may exercise the power of eminent domain within the limits of a municipality only with the prior consent of the municipality's governing body

(e) The county may pay for the acquisition from the county road and bridge fund, a special road fund, or any other available county fund

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE C COUNTY ROADS AND BRIDGES
CHAPTER 251 GENERAL COUNTY AUTHORITY RELATING TO ROADS AND BRIDGES
SUBCHAPTER A. GENERAL PROVISIONS

§ 251 006 OBTAINING MATERIAL FOR PUBLIC ROADS

(a) The commissioners court of a county may condemn material necessary to construct, repair, or maintain public roads if the owner of the material rejects the price that the court determines to be a fair price

(b) The commissioners court shall appoint commissioners to condemn the material A condemnation commissioner is entitled to a fee of $2 for each day of service. The fee shall be paid on order of the commissioners court from the same fund from which payment for the materials is made

(c) The condemnation commissioners shall hold a hearing to set a fair and reasonable value for the material according to the current method for pricing or valuing the material. The compensation awarded by the condemnation commissioners for the material shall be paid to the owner of the material or deposited with the county treasurer to the owner's credit When the payment or deposit is made, the county has the right to enter on and use the material

(d) If the owner of the material or the county is not satisfied with the compensation awarded, the owner or county may appeal the award in the manner provided for appeal of a condemnation case.

(e) Payment for material needed for the general system of county roads shall be made from the county road and bridge fund or from the proceeds of any county bond issue Payment for material to be used for the benefit of a defined district or political subdivision of the county shall be made from the district or subdivision's funds derived from the sale of bonds or the collection of special taxes

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE C COUNTY ROADS AND BRIDGES
CHAPTER 251 GENERAL COUNTY AUTHORITY RELATING TO ROADS AND BRIDGES
SUBCHAPTER B ESTABLISHING AND CLOSING ROADS

§ 251 051 GENERAL AUTHORITY OF COMMISSIONERS COURT

(a) The commissioners court of a county shall

(1) order that public roads be laid out, opened, discontinued, closed, abandoned, vacated, or altered, and

(2) assume control of streets and alleys in a municipality that does not have an active de facto municipal government

(b) A unanimous vote of the commissioners court is required to

(1) close, abandon, or vacate a public road, or

(2) alter a public road, except to shorten it from end to end

(c) The commissioners court of a county may not discontinue a public road until a new road designated by the court as a replacement is ready to replace it

(d) The commissioners court may not discontinue, close, or abandon an entire first-class or second-class road unless the road has been vacated or unused for at least three years

TRANSPORTATION CODE
TITLE 6. ROADWAYS
SUBTITLE C COUNTY ROADS AND BRIDGES
CHAPTER 251 GENERAL COUNTY AUTHORITY RELATING TO ROADS AND BRIDGES
SUBCHAPTER D ACQUISITION OF RIGHT-OF-WAY FOR COUNTY ROADS

§ 251 101 CONDEMNATION FOR COUNTY ROAD IN MUNICIPALITY

(a) A county may exercise the power of eminent domain in a municipality with the prior consent of the governing body of the municipality to condemn and acquire real property, a right-of-way, or an easement in public or private real property that the commissioners court determines is necessary or convenient to any road that forms or will form a connecting link in the county road system or in a state highway

(b) This section does not authorize the condemnation of property used for cemetery purposes

(c) A condemnation proceeding under this section must be instituted under the direction of the commissioners court and in the name of the county The procedure established by Chapter 21, Property Code, governs condemnation under this section

(d) An appeal from the finding and assessment of damages by the condemnation commissioners may not suspend work by the county in connection with which the real property, right-of-way, or easement is sought to be acquired In an appeal, the county is not required to give a bond for costs or other purposes

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE C COUNTY ROADS AND BRIDGES
CHAPTER 254 DRAINAGE ON PUBLIC ROADS

§ 254 005 AUTHORITY TO PROVIDE DRAINAGE

(a) The commissioners court of a county may order the construction or maintenance of ditches as provided by this chapter at any regular session of the court

(b) If a ditch is constructed under this chapter, the ditch must be placed on or within the exterior lines of a public road in the county and must have the capacity to carry off into a natural waterway all surface water reasonably adjacent that may collect in the ditch from natural causes

(c) The commissioners court shall

(1) make a drain on each side of a public road when necessary and use the dirt from the drain excavation to build the road, and

(2) drain a public road when necessary and have one or more ditches cut for that purpose, taking into account the natural waterflow and causing as little damage as possible to adjacent property owners

(d) In connection with its authority to construct and maintain ditches, the commissioners court may construct any necessary side, lateral, spur, or branch ditch

(e) The commissioners court may acquire by purchase or condemnation any new or wider right-of-way not wider than 100 feet for streambed diversion and drainage channels, but only for locating, constructing, or maintaining a county road The cost of acquisition may be paid from the county road and bridge fund or any available county money

(f) If damages are suffered by a property owner, the commissioners court shall determine the damages and pay the property owner out of the county general fund If the commissioners court and the property owner disagree as to the amount of damages, the amount may be determined by civil suit

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE C COUNTY ROADS AND BRIDGES
CHAPTER 280. MISCELLANEOUS PROVISIONS

§ 280 001 CONDEMNING RAILROAD ROADBED

The commissioners court of a county may condemn a railroad roadbed on the petition of at least 20 freeholders of an unincorporated community for the purpose of opening, widening, or extending a street in the community

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE D ROAD LAWS RELATING TO PARTICULAR COUNTIES
CHAPTER 281 ACQUISITION OF PUBLIC INTEREST IN PRIVATE ROAD BY CERTAIN COUNTIES

§ 281 002 ACQUISITION OF PUBLIC INTEREST IN PRIVATE ROAD

A county may acquire a public interest in a private road only by:

(1) purchase,

(2) condemnation,

(3) dedication, or

(4) a court's final judgment of adverse possession

TRANSPORTATION CODE
TITLE 6. ROADWAYS
SUBTITLE D ROAD LAWS RELATING TO PARTICULAR COUNTIES
CHAPTER 282. TOLL UNDERPASS OR TUNNEL IN CERTAIN COUNTIES

§ 282 011 CONDEMNATION OF RIGHT-OF-WAY OR EASEMENT

A county may condemn a right-of-way or easement in real property necessary to construct an underpass, tunnel, or approach

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE D ROAD LAWS RELATING TO PARTICULAR COUNTIES
CHAPTER 283 CAUSEWAYS, BRIDGES, AND TUNNELS IN CERTAIN COUNT
SUBCHAPTER A GENERAL PROVISIONS

§ 283 003 GENERAL AUTHORITY TO ACT

(a) Except as provided in Subsection (b), a county acting through its commissioners court may

(1) construct, acquire, improve, operate, and maintain a project;

(2) authorize by resolution and issue revenue bonds, including interim bonds, to pay the cost of construction, acquisition, or improvement of the project, and

(3) accept a loan, gift, or grant from this state or the United States and enter into any agreement necessary to obtain the loan, gift, or grant

(b) A county may not construct a bridge that traverses a ship channel or waterway with a maintained depth of 20 feet or more

(c) Except as provided by Section 283 104, a county may act as authorized by this chapter without the consent, approval, supervision, or regulation of the state

(d) A county performs an essential governmental function when it acts as authorized by this chapter

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE D. ROAD LAWS RELATING TO PARTICULAR COUNTIES
CHAPTER 283 CAUSEWAYS, BRIDGES, AND TUNNELS IN CERTAIN COUNT
SUBCHAPTER B PROVISIONS RELATING TO A PROJECT

§ 283 101. ACQUISITION OF PROPERTY

(a) A county acting under this chapter may enter on land, water, or other premises to make a survey, sounding, or examination of the property

(b) When a condemnation proceeding is filed by a county, the county may take immediate possession of the property being condemned pending the results of the proceeding if the county tenders a bond or other security approved by the court that is sufficient to secure the property owner for damages to the property

(c) The state grants to a county any easement or right-of-way traversing state property that is necessary or convenient to the construction, acquisition, or efficient operation of a project

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE D ROAD LAWS RELATING TO PARTICULAR COUNTIES
CHAPTER 284 CAUSEWAYS, BRIDGES, TUNNELS, TURNPIKES, FERRIES, AND HIGHWAYS IN CERTAIN COUNTIES
SUBCHAPTER A GENERAL PROVISIONS

§ 284 003 PROJECT AUTHORIZED, CONSTRUCTION, OPERATION, AND COST

(a) A county, acting through the commissioners court of the county, or a local government corporation, without state approval, supervision, or regulation, may

(1) construct, acquire, improve, operate, maintain, or pool a project located

(A) exclusively in the county,

(B) in the county and outside the county, or

(C) in one or more counties adjacent to the county,

(2) issue tax bonds, revenue bonds, or combination tax and revenue bonds to pay the cost of the construction, acquisition, or improvement of a project,

(3) impose tolls or charges as otherwise authorized by this chapter,

(4) construct a bridge over a deepwater navigation channel, if the bridge does not hinder maritime transportation,

(5) construct, acquire, or operate a ferry across a deepwater navigation channel,

(6) in connection with a project, on adoption of an order exercise the powers of a regional mobility authority operating under Chapter 370, or

(7) enter into a comprehensive development agreement with a private entity to design, develop, finance, construct, maintain, repair, operate, extend, or expand a proposed or existing project in the county to the extent and in the manner applicable to the department under Chapter 223 or to a regional tollway authority under Chapter 366

(b) The county or a local government corporation may exercise a power provided by Subsection (a)(6) only in a manner consistent with the other powers provided by this chapter To the extent of a conflict between this chapter and Chapter 370, this chapter prevails

(c) A project or any portion of a project that is owned by the county and licensed or leased to a private entity or operated by a private entity under this chapter to provide transportation services to the

general public is public property used for a public purpose and exempt from taxation by this state or a political subdivision of this state

(d) If the county constructs, acquires, improves, operates, maintains, or pools a project under this chapter, before December 31 of each even-numbered year the county shall submit to the department a plan for the project that includes the time schedule for the project and describes the use of project funds The plan may provide for and permit the use of project funds and other money, including state or federal funds, available to the county for roads, streets, highways, and other related facilities in the county that are not part of a project under this chapter. A plan is not subject to approval, supervision, or regulation by the commission or the department, except that

(1) any use of state or federal highway funds must be approved by the commission,

(2) any work on a highway in the state highway system must be approved by the department; and

(3) the department shall supervise and regulate work on a highway in the state highway system

(e) Except as provided by federal law, an action of a county taken under this chapter is not subject to approval, supervision, or regulation by a metropolitan planning organization

(f) The county may enter into a protocol or other agreement with the commission or the department to implement this section through the cooperation of the parties to the agreement

(g) An action of a county taken under this chapter must comply with the requirements of applicable federal law The foregoing compliance requirement shall apply to the role of metropolitan planning organizations under federal law, including the approval of projects for conformity to the state implementation plan relating to air quality, the use of toll revenue, and the use of the right-of-way of and access to federal-aid highways Notwithstanding an action of a county taken under this chapter, the commission or department may take any action that is necessary in its reasonable judgment to comply with any federal requirement to enable the state to receive federal-aid highway funds

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE D ROAD LAWS RELATING TO PARTICULAR COUNTIES
CHAPTER 284 CAUSEWAYS, BRIDGES, TUNNELS, TURNPIKES, FERRIES, AND HIGHWAYS IN CERTAIN COUNTIES
SUBCHAPTER C CONSTRUCTION AND OPERATION

§ 284 061 ACQUISITION OF PROPERTY

(a) To acquire property useful in connection with a project, a county may enter on any real property, water, or premises to make a survey, sounding, or examination

(b) A county may acquire by eminent domain property to use in or useful for a project under this chapter

(c) Except as provided by Section 284 0615, if applicable, the county is entitled to immediate possession of property subject to a condemnation proceeding brought by the county after'

(1) a tender of a bond or other security in an amount sufficient to secure the owner for damages, and

(2) the approval of the bond or security by the court

(d) Subject to the reimbursement requirements of Section 373 102, a county has full easements and rights-of-way through, across, under, and over any property owned by this state that are necessary or convenient to construct, acquire, or efficiently operate a project under this chapter

§ 284 066 OPERATING BOARD

(a) A commissioners court may appoint an operating board if the commissioners court determines that a project under this chapter could be developed, constructed, operated, and managed better and more efficiently by an operating board.

(b) Except as provided by Subsections (c) and (d), an operating board has the same authority as the commissioners court, including the power of eminent domain, regarding the development, construction, operation, and management of a project under this chapter.

(c) The operating board's authority is subject to the limitations prescribed by the commissioners court

(d) An operating board may not

(1) impose a tax or borrow money, or

(2) exercise the authority of the commissioners court under Section 284 071 except as provided by order of the commissioners court.

§ 284 067 PROJECTS EXTENDING INTO OTHER COUNTIES.

(a) A county may not construct or acquire a project that is financed under this chapter and any part of which is in another county until the commissioners court of the other county adopts a resolution consenting to the construction or acquisition

(b) A part of a project that has not been designated as part of the state highway system and that is not a turnpike project as defined in Chapter 361 is a part of the county road system of the county in which the part is located A law relating to the maintenance and operation of a county road applies to a project constructed or acquired under this chapter to the extent the law does not conflict with this chapter

(c) Any county into which the project extends, by condemnation or another method under general law, may acquire the property necessary for the project, except that a county may not condemn property in another county until after the resolution required by Subsection (a) is adopted The county issuing the bonds may use the bond proceeds to acquire property necessary for the project in any county into which the project extends

(d) Payment of the purchase price, award, or other cost of the project may be on the terms to which the commissioners courts of the county issuing the bonds and the other county or counties agree Proceeds from bonds issued under this chapter may be used to pay a cost incurred under this section

(e) Two-tenths of one percent of the toll revenue shall be shared equally between the permanent school fund and the General Land Office The General Land Office shall use its share for the acquisition of real property in a natural state in the county of the project The acquired land shall be maintained in a natural state

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE G TURNPIKES AND TOLL PROJECTS
CHAPTER 364 TOLL BRIDGES IN COUNTIES BORDERING THE RIO GRANDE
SUBCHAPTER B ADMINISTRATION OF TOLL BRIDGES

§ 364 022 MAINTENANCE AND OPERATION OF TOLL BRIDGES

(a) A county through the commissioners court of the county may own, hold, control, maintain, and operate the toll bridge and may make or provide for any repairs or improvements to the bridge To carry out this subsection, the county may acquire property by eminent domain under general law

(b) The county may

(1) renew or extend an existing franchise or obtain a new or additional franchise for the toll bridge, and

(2) render services to the public and to the users of the toll bridge

(c) To accomplish the purposes of this section, the county may enter into and carry out a contract, agreement, or undertaking of any kind required by the United States or the United Mexican States or a department, officer, governmental agency, or public authority of the United Mexican States

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE K MASS TRANSPORTATION
CHAPTER 457 COUNTY MASS TRANSIT AUTHORITY
SUBCHAPTER C POWERS OF AUTHORITY

§ 457 106 USE AND ACQUISITION OF PROPERTY OF OTHERS

(a) An authority may not alter or damage any property of this state or a political subdivision of this state or owned by a person rendering public services and may not disrupt services being provided by others or inconvenience in any other manner an owner of property, without first having obtained

(1) the written consent of the owner, or

(2) the right from the governing body of the municipality to take the action under the municipality's power of eminent domain

(b) An authority may agree with an owner of property to provide for

(1) a necessary relocation or alteration of property by the owner or a contractor chosen by the owner, and

(2) the reimbursement by the authority to the owner of the costs incurred by the owner in making the relocation or alteration

(c) The authority shall pay the cost of any relocation, rerouting, or other alteration in the construction made under this chapter and is liable for any damage to property occurring because of the change

TRANSPORTATION CODE
TITLE 6 ROADWAYS
SUBTITLE K MASS TRANSPORTATION
CHAPTER 460 COORDINATED COUNTY TRANSPORTATION AUTHORITIES
SUBCHAPTER C POWERS OF AUTHORITY

§ 460 107 ACQUISITION OF PROPERTY

(a) As necessary or useful in the construction, repair, maintenance, or operation of a public transportation system, an authority may use a public way, including an alley

(b) An authority may acquire by eminent domain any interest in real property, including a fee simple interest and the use of air or subsurface space, except the right of eminent domain may not be exercised

(1) in a municipality without the approval of the proposed acquisition by the governing body of the municipality, or

(2) in an unincorporated area without the approval of the proposed acquisition by the

commissioners court of the county in which the property to be condemned is located.

(c) If an authority, through the exercise of eminent domain, makes any relocation necessary, the relocation costs shall be paid by the authority

(d) An eminent domain proceeding by an authority is initiated by the adoption by the executive committee of a resolution authorizing the exercise that:

(1) describes the property to be condemned;

(2) declares the public necessity for the acquisition, and

(3) declares that the acquisition is necessary for the construction, extension, improvement, or development of the public transportation system

(e) A resolution adopted under this section and approved by the appropriate municipal governing body or commissioners court is conclusive evidence of the public necessity for the acquisition described in the resolution

(f) Chapter 21, Property Code, applies to an eminent domain proceeding by an authority.

[Although most special districts created under Title 4 of the Water Code are independent of a county after creation, levee improvement districts may be created by a commissioners court without an election, and a levee improvement district's board may be appointed by the commissioners court Therefore, these provisions of the Water Code are included]

UTILITIES CODE
TITLE 4 DELIVERY OF UTILITY SERVICES
SUBTITLE A UTILITY CORPORATIONS AND OTHER PROVIDERS
CHAPTER 163 JOINT POWERS AGENCIES
SUBCHAPTER B COOPERATION BY PUBLIC AND PRIVATE ENTITIES

§ 163 013 GENERAL RIGHTS, POWERS, AND DUTIES OF ENTITIES

(a) A participating entity may

(1) use its means and assets to plan, acquire, construct, own, operate, and maintain its interest in an electric facility,

(2) issue bonds and other securities to raise money for a purpose described by Subdivision (1) in the same manner and to the same extent and subject to the same conditions as would be applicable if the entity had sole ownership of the electric facility,

(3) acquire, for the use and benefit of each participating entity, land, easements, and property for an electric facility by purchase or by exercising the power of eminent domain, and

(4) transfer or otherwise convey the acquired land, property, or property interest or otherwise cause the land, property, or interest to become vested in other participating entities to the extent to which and in the manner in which the participating entities agree

(b) Each participating entity is a cotenant or co-owner of the electric facility and in relation to the entity's undivided interest in the facility has each right, privilege, exemption, power, duty, and liability the entity would have had if the entity had sole ownership

§ 163 014 USE OF EMINENT DOMAIN

(a) A participating entity has the power of eminent domain to be exercised as provided by this section

(b) The use of eminent domain authority by a participating entity is governed by the law relating to an eminent domain proceeding involving a municipality in this state

(c) A participating entity may acquire a fee title to the condemned real property.

(d) A participating entity may not use eminent domain authority to acquire

(1) an interest in an electric facility that belongs to another entity, or

(2) an interest in real property to drill, mine, or produce from that property oil, gas, geothermal resources, geothermal/geopressured resources, or lignite, coal, sulphur, uranium, plutonium, or other minerals that belong to another person regardless of whether the material is in place or is in the process of being drilled, mined, or produced

(e) Subsection (d) does not affect the authority of a participating entity to acquire full title to real property for a plant site and any related surface installation or equipment, including a cooling reservoir

WATER CODE
TITLE 2 WATER ADMINISTRATION
SUBTITLE B WATER RIGHTS
CHAPTER 11. WATER RIGHTS
SUBCHAPTER B RIGHTS IN STATE WATER

§ 11 033 EMINENT DOMAIN

The right to take water necessary for domestic and municipal supply purposes is primary and fundamental, and the right to recover from other uses water which is essential to domestic and municipal supply purposes is paramount and unquestioned in the policy of the state. All political subdivisions of the state and constitutional governmental agencies exercising delegated legislative powers have the power of eminent domain to be exercised as provided by law for domestic, municipal, and manufacturing uses and for other purposes authorized by this code, including the irrigation of land for all requirements of agricultural employment.

WATER CODE
TITLE 4 GENERAL LAW DISTRICTS
CHAPTER 49 PROVISIONS APPLICABLE TO ALL DISTRICTS
SUBCHAPTER C ADMINISTRATIVE PROVISIONS

§ 49 066 SUITS

(a) A district may sue and be sued in the courts of this state in the name of the district by and through its board A suit for contract damages may be brought against a district only on a written contract of the district approved by the district's board All courts shall take judicial notice of the creation of the district and of its boundaries

(b) Any court in the state rendering judgment for debt against a district may order the board to levy, assess, and collect taxes or assessments to pay the judgment

(c) The president or the general manager of any district shall be the agent of the district on whom process, notice, or demand required or permitted by law to be served upon the district may be served

(d) Except as provided in Subsection (e), no suit may be instituted in any court of this state contesting

(1) the validity of the creation and boundaries of a district created under this code,

(2) any bonds or other obligations created under this code, or

(3) the validity or the authorization of a contract with the United States by the district

(e) The matters listed in Subsection (d) may be judicially inquired into at any time and determined in any suit brought by the State of Texas through the attorney general The action shall be brought on

good cause shown, except where otherwise provided by other provisions of this code or by the Texas Constitution It is specifically provided, however, that no such proceeding shall affect the validity of or security for any bonds or other obligations theretofore issued by a district if such bonds or other obligations have been approved by the attorney general as provided by Section 49 184

(f) A district or water supply corporation shall not be required to give bond for appeal, injunction, or costs in any suit to which it is a party and shall not be required to deposit more than the amount of any award in any eminent domain proceeding

WATER CODE
TITLE 4 GENERAL LAW DISTRICTS
CHAPTER 49 PROVISIONS APPLICABLE TO ALL DISTRICTS
SUBCHAPTER H POWERS AND DUTIES

§ 49 222 EMINENT DOMAIN

(a) A district or water supply corporation may acquire by condemnation any land, easements, or other property inside or outside the district boundaries, or the boundaries of the certificated service area for a water supply corporation, necessary for water, sanitary sewer, storm drainage, or flood drainage or control purposes or for any other of its projects or purposes, and may elect to condemn either the fee simple title or a lesser property interest

(b) The right of eminent domain shall be exercised in the manner provided in Chapter 21, Property Code, except that a district or a water supply corporation shall not be required to give bond for appeal or bond for costs in any condemnation suit or other suit to which it is a party and shall not be required to deposit more than the amount of any award in any suit

(c) The power of eminent domain may not be used for the condemnation of land for the purpose of acquiring rights to underground water or of water or water rights

WATER CODE
TITLE 4 GENERAL LAW DISTRICTS
CHAPTER 49 PROVISIONS APPLICABLE TO ALL DISTRICTS
SUBCHAPTER H POWERS AND DUTIES

§ 49 224 POWER TO CONDEMN CEMETERIES

(a) The use of land for the construction of district dams and creation of lakes and reservoirs for the purpose of conservation and development of the natural resources of this state is hereby declared to be superior to all other uses, and for these purposes only a district has the power of eminent domain to acquire land, improvements, and other property owned and held for cemeteries or burial places necessary for the construction of a dam or that lies inside the area to be covered by the lake or reservoir or within 300 feet of the high water line of the lake or reservoir

(b) Except as otherwise provided by this subchapter, the procedure in condemnation proceedings is governed by Chapter 21, Property Code

(c) Notice shall be served on the title owner of the land on which the cemetery is situated as provided in Chapter 21, Property Code General notice to persons having relatives interred in the cemetery shall be given by publication for two consecutive weeks in a newspaper circulated in the county in which the cemetery is situated

(d) The measure of damages in these eminent domain proceedings shall be assessed as in other condemnation cases An additional amount of damages shall be assessed to cover the cost of removing and reinterring the bodies interred in the cemetery or burial place and the cost of removing and resetting the monuments or markers erected at the graves.

(e) The additional assessment shall be deposited in the registry of the county court and disbursed only for the purpose of removing and reinterring the bodies in other cemeteries in Texas agreed on between the district and the relatives of the deceased persons.

(f) If in any case the district and the relatives of a deceased person cannot agree within 30 days on a cemetery for reinterment, or no relatives appear within that time, then the county judge shall designate the cemetery for reinterment

(g) Instead of depositing the additional assessment in the registry of the court, the district may execute a bond sufficient to cover costs of removing and reinterring the bodies The bond shall be payable to and approved by the county judge and conditioned that the bodies will be removed and reinterred as provided by this section

WATER CODE
TITLE 4 GENERAL LAW DISTRICTS
CHAPTER 57 LEVEE IMPROVEMENT DISTRICTS
SUBCHAPTER H TAX PROVISIONS

§ 57 269 HEARING, JUDGMENT

(a) An owner of land or other property affected by the report of the commissioners of appraisement or by the engineer's report may file an objection to any or all parts of the report of the commissioners of appraisement at or before the hearing on the report

(b) A person on whose land no damages have been assessed and who believes that his land will be damaged by prosecution of the engineer's report may file with the secretary of the board a claim for damages

(c) The commissioners of appraisement, at the time and place named in the notice, shall hear and decide all objections and claims for damages and may make changes and modifications in the report

(d) The commissioners of appraisement may adjourn the hearing from day to day.

(e) After modifying the report to conform to the changes decided on at the hearing, the commissioners of appraisement shall make a decree confirming the report as modified

(f) If necessary the commissioners shall **condemn** and adjudge damages for land inside or outside the district that is needed for right-of-way or other purposes

(g) The commissioners shall adjudge and apportion costs incurred on the hearing in an equitable manner

(h) The findings of the commissioners of appraisement as to benefits is final and conclusive

(i) The secretary shall record the findings of benefits in the minutes of the board and shall file certified copies of the findings with the county clerk of each county in which any portion of the land inside the district is located. The filing is notice to all persons of the contents of the decree

TEXAS CIVIL STATUTES
TITLE 116 ROADS, BRIDGES, AND FERRIES

Art 6812b Counties of 198,000 to 400,000 Population

Rules, Regulations, Plans and System

Sec 1 In all counties in this State having a population of more than one hundred and ninety-eight

thousand (198,000) inhabitants, and less than four hundred thousand (400,000) inhabitants according to the last preceding Federal Census, and wherein is situated an incorporated city having a population in excess of two hundred and fifty thousand (250,000) inhabitants according to the last preceding Federal Census, the Commissioners Court of such counties shall have full power and authority, and it shall be its duty to adopt, at a meeting of said court of which the county judge and at least three (3) of the county commissioners of said counties shall be present and cause to be recorded in the minutes of said court, and put into effect such rules, regulations, plans and system for the maintenance, laying out, opening, widening, draining, grading, constructing, building and repairing of the public roads of said counties, other than the State highways located therein, as the available funds of the counties will permit so as to facilitate travel between the communities thereof, subject to and in harmony with the duties of the county engineer as herein specified. Where such rules, regulations, plans and system have already been adopted by the Commissioners Court of such counties and are of record, it shall not be necessary to repeat the same in the absence of public necessity therefor, but same may be amended and supplemented from time to time as the public needs may require

County Engineer

Sec 2 The Commissioners Court of each such county shall appoint a county engineer, but the selection shall be controlled by considerations of skill and ability for the task, such engineer may be selected at any regular meeting of the Commissioners Court, or at any special meeting called for that purpose, and such engineer shall hold his office for a period of two (2) years, his term of office expiring concurrently with the terms of other county officers, but may be removed at the pleasure of the Commissioners Court Such engineer shall receive a salary to be fixed by the Commissioners Court not to exceed Ten Thousand Dollars ($ 10,000) per year, to be paid out of the second-class road and bridge fund, such engineer before entering upon the discharge of his duties, shall take the oath of office prescribed by law, and shall execute a bond in the sum of Fifteen Thousand Dollars ($ 15,000), with a good and sufficient surety or sureties thereon, payable to the county judge of said county and his successors in office in trust, for the use and benefit of the road and bridge fund of said county, to be approved by the court, conditioned that such engineer will faithfully and efficiently discharge and perform all of the duties required of him by law and by the orders of said Commissioners Court and shall faithfully and honestly and in due time, account for all the money, property and materials placed in his custody

Classification and Record of Roads

Sec 3 The county engineer shall, under the direction of the Commissioners Court, and as soon as practicable, classify all public roads in such county, and such classification when completed, and when approved by the court, shall become a part of the permanent records, of roads and bridges, of said counties He shall prepare a suitable map on which shall be delineated in appropriate colors the various roads which shall be designated as first, second and third class roads, said map shall show to which class each road belongs and the nature of its construction He shall make a complete indexed record of each county road in the county, together with all bridges, said records shall show when each county road was dedicated to the use of the public, a complete description as to location, measured length, width of right of way, character of construction and terminals of same.

Each road shall be indexed in said record by the same number and name as it is delineated on said map As new roads are opened and improved, and the existing roads are widened or improved so as to change their class, such facts shall be added to the record of such roads in the "Records of Roads " Such information shall be made available to the public, provided, however, that any omission in respect to the above requirement shall not invalidate any contract for the construction or repair of any road or highway in said county, and where such classification, records and indexes have heretofore been prepared there shall be no necessity to repeat the same in the absence of public necessity therefor, but same may be amended, added to or taken from as the facts and public need may demand

Inventory and Appraisal of Equipment, Disposal and Purchase

Sec 4 The county engineer shall at the end of every three (3) months, acting in conjunction with the county purchasing agent of said county, make a complete inventory and appraisement of all tools, machinery, equipment, materials, trucks, cars, and other property owned by the second-class road and

bridge fund, and transmit the same in written form to the Commissioners Court and the county auditor, which written report shall be kept as a "Permanent Inventory Record" by the county auditor, and when any of said tools, machinery, trucks, cars and other property and equipment become unusable, the Commissioners Court shall enter an order upon the minutes of the court, stating such facts and the reason for disposing of such equipment and shall have authority to dispose of same as it deems best When in its opinion it is necessary to purchase other machinery, supplies, tools and other equipment and materials, the Commissioners Court shall enter an order on the minutes showing the necessity therefor All equipment purchased or acquired as herein specified, shall be shown on the "Permanent Inventory Record."

Employees

Sec. 5. The Commissioners Court shall employ all help necessary for the discharge of their public service Such employees shall receive such compensation as may be fixed by the court, but in all such cases an order shall be passed and entered on the minutes of the court, showing in each case the public necessity for such employment and the amount of compensation to be paid each employee and the fund out of which it is to be paid

Daily Time Sheet

Sec 6. The engineer shall keep, or cause to be kept, in duplicate a daily time sheet which shall show the amount of time and the character of work performed and the place where the same is performed by each person working for the county on road maintenance or construction, and such other records in connection therewith as the Commissioners Court and the county auditor may require, one (1) copy of which shall be furnished the county auditor, and one (1) copy shall be retained in the office of the engineer

Master Plan

Sec 7. The county engineer shall, when funds are available and when authorized by the Commissioners Court to do so, make a careful and thorough survey of all roads at that time opened and constructed with a view of determining what new roads and connections of roads should be opened and constructed, as well as what roads should be widened and improved In making such survey, he shall take into consideration the convenience of the traveling public, and especially the convenience of the citizenship of the county, so that each community or part of the county shall have easy and practical connection with the other and with the State highway system of roads in said county, thereby furnishing to the citizenship of the county a convenient means of ingress and egress into and out of every city and town, as well as every other community in the county The roads indicated in such surveys to be opened and constructed, as well as existing roads that are designated to be widened and improved, shall be located and designated with a view of giving the entire county an efficient road system The Commissioners Court shall, in selecting roads or new roads, as well as the improvement of existing roads, look to the density of the population, the amount of traffic that will normally flow over such roads Such survey, when completed by the engineer, and when adopted by the Commissioners Court at a regular meeting thereof, shall be known as the ' Master Plan " When such "Master Plan" has been completed, and adopted by the court as herein stipulated, the same shall be made in permanent record form and kept by the county engineer, and after such adoption, all new construction, widening and permanent improvement shall be done in accordance with such "Master Plan" with a view of ultimately completing the same, both as to location and character of construction The construction and completion of said "Master Plan" shall proceed as the available funds of the county will permit, and each unit of such construction shall be made in accordance with such "Master Plan " The order in which the roads or projects in the construction of said "Master Plan" are constructed shall be determined by the county engineer, with the approval of the Commissioners Court and in determining the priority of roads or projects, the engineer and court shall take into consideration the necessity and convenience of the public and shall give priority to those roads or projects that will result in the greatest service to the greatest number of the citizenship of the county, looking at all times to the entire county as a unit and wholly disregarding precinct lines

Adoption and Alteration of Master Plan

Sec 8 The Commissioners Court shall, when said "Master Plan" is submitted to them for adoption, or if after adoption an amendment or change thereto shall be deemed advisable, set a date at a regular meeting of the Commissioners Court called for that purpose, and give public notice thereof at least two (2) weeks in advance of such meeting and the purpose thereof, inviting the citizenship of the county to be present and protest any part of said "Master Plan" and also to make such suggestions as they deem pertinent in connection with same, or any change therein, but the decision of the Commissioners Court shall become and be final and conclusive as to said "Master Plan", and no succeeding Commissioners Court shall have the power or authority to alter and/or change or amend any of the provisions thereof except by unanimous vote of the Commissioners Court Provided, that where such "Master Plan" has once been adopted, there shall be no necessity to repeat the same in absence of public necessity therefor, but same may be amended and altered when public necessity therefor is shown, and after notice is given as hereinabove provided

Subdivisions and Additions

Sec 9 Many subdivisions and additions, for residential, industrial and commercial purposes, lying and being outside the corporate limits of any city, town or village, have in recent years been platted and such plats and dedications approved by Commissioners Courts and filed for record in such counties And many more such subdivisions will hereafter be prepared and submitted to Commissioners Courts of said counties The platting and dedicating of such additions and the consequent sale of lots in such subdivisions have caused the rapid development of such subdivisions and consequent increase of traffic in, on and along the dedicated streets in said additions and subdivisions, and it shall be the duty of the county engineer and the Commissioners Court to cause the "Master Plan" to be conformed to such needs and demands of such subdivision by constructing adequate highways leading from such subdivisions to the county seat, provided that from and after the passage of this Act the Commissioners Court, before approving the plat or plan of any subdivision lying outside the corporate limits of any city, town or village, as required by Article 6626 of the Revised Civil Statutes of the State of Texas, 1925, as amended, shall require such subdivider to enter into a written contract and agreement with the county that such subdivider or dedicator will grade, and gravel, all streets and provide all necessary drainage structures within such tract of land so subdivided Such street improvements and drainage structures shall be in accordance with standard plans and specifications prepared by the county engineer Such contract shall be for the benefit of any person or persons, firm or corporation who may thereafter acquire by purchase or otherwise any lot or lots in said addition or subdivision, and the faithful performance of said contract as to the initial improvements of said streets shall be deemed a part of the consideration paid for said lot and be read into the contract of sale of same, and such contract shall be enforceable at the instance, and suit if necessary, of the owner or owners of any of said lot or lots in a given subdivision suing singly or as a group or class After such initial street improvements have been completed in accordance with such plans, said streets then become and remain a part of the county road system and shall be maintained by the county unless and until included within the corporate limits of some city, town or village capable of maintaining its own streets

Payment of Employees

Sec 10 It shall be the duty of the county auditor to compute the pay for all employees under the court's supervision from time sheets furnished him by the engineer, and no check or warrant shall be issued in favor of any such employee without the approval of such auditor It shall be the duty of said auditor to see that no employee is paid for time not actually served by such employees and to this end he shall have authority, and it is hereby made his duty, at such time or times as he deems advisable, to check any or all of such employees while they are actually engaged in work Nothing in this Act, however, shall be construed as repealing or being in conflict with the provisions of Article 2372g-1, Vernon's Revised Statutes of 1925

Special Counsel

Sec 11 The Commissioners Court shall have the authority to employ special counsel, learned in the law, to advise the court or the Commissioners thereof in all matters wherein the services of counsel may be

required, and also to conduct the litigation of the county in which the interests of the county may be involved, which employment may be made for such time and on such terms as the Commissioners Court may deem proper and expedient

Surveys, Plans and Specifications, Gradings, Drainage, Culverts and Bridges

Sec 12 Before actual construction shall have begun on any road or highway so to be improved, the county engineer, under the direction of the Commissioners Court, shall make careful and accurate surveys of the roads and highways to be improved, and shall file with the records of the courts plans and specifications and estimates as to the cost thereof Provided, that the provisions of this Section shall not apply to work done by county convicts As far as practicable, all such roads shall be thoroughly graded and drained, and all roadbeds, bridges, culverts and drain pipes shall be of durable material, the bridges to be of steel or cement and the drain pipes of vitrified clay or of material equally durable and lasting All culverts and bridges on first and second-class roads shall not be less than twenty-four (24) feet in length and of sufficient strength to support all forms of motor traffic, and the weight of all farm and road engines

Acquisition of Land, Condemnation

Sec 13 Whenever in the judgment of the Commissioners Court it shall be or become necessary to lay out and construct any road or highway in or through the county or any part thereof, whether said road extends through any city, town, village, hamlet, community or otherwise or whenever it shall be or become necessary in the judgment of the Commissioners Court to occupy any land, in town or county, for the purpose of constructing, building, opening, widening, straightening, draining, grading, improving, repairing or maintaining any public road or highway of said counties or any part thereof, said court, through the agents and employees of the county may enter upon, occupy and take such land, paying therefor, if the owner thereof and said court can agree on the price thereof, as to the value of the land so taken and the amount of damage, if any there be to the remainder, but if such owner and the Commissioners Court cannot agree with respect to such value or damage or both, then said county may proceed to condemn such land for any of the purposes hereinabove mentioned in the same manner as now or may hereafter be prescribed by law for condemnation by railroad corporations and may condemn land for right of way under such proceeding with a right to invoke the Statutes, in so far as the same may be applicable for the exercise of the right of eminent domain by railroad corporations except that, in no case, shall the county be required to give bond or to deposit more than the amount assessed by the Commissioners in condemnation, provided, however, that nothing contained in this Section shall be held to repeal the provisions of the General Law now in force or that may hereafter be passed relating to the opening or construction of public roads by a jury of view, but this Section shall be held to be cumulative thereof, and the Commissioners Court of said county may, at the option of said court, in such cases proceed under the provisions of such General Law or under the provisions of this Act according as same may be best adapted, in the judgment of said Commissioners Court, to expedite the relief sought to be obtained

Drainage of Railroad Rights of Way

Sec 14 Whenever it shall be made to appear to the satisfaction of said Court that it is necessary for the better drainage of any public road or roads within said county that the ditches along the right of way of any railroad in the county should be emptied and drained, said court may, by an order entered upon its minutes at a regular or special term of the court, require any such railway whose ditches or borrow pits are so constructed or so out of repair as to impede the easy and rapid flow of water accumulating on, along or near its right of way to the nearest gully, ravine, creek, water course or outlet, and it shall be the duty of said railway in reference to which said order is made and entered within sixty (60) days after a certified copy of said order shall have been delivered to any general officer of such railway company or to any of its agents in said county to supply proper and sufficient drainage in the premises and within sixty (60) days thereafter to commence the work so ordered to be done and to continue such work with reasonable dispatch until its completion In the event such railway company, its officers and agents shall fail to commence work within sixty (60) days from the date of service of a certified copy of such order, or having begun shall fail to finish the same within a reasonable time, the Commissioners Court may have such work performed, keeping an accurate account of the money expended upon said work, and said money so expended being reasonable in amount, may be recovered from the railway company along

whose right of way said work was done at the suit of the county for the benefit of its road and bridge fund in any court of competent jurisdiction.

Payment of Road Taxes; Overseers

Sec. 15. In such county the payment of road taxes by labor is abolished and all provisions of laws concerning overseers shall be of no further force or effect

County Commissioners, Duties and Compensation

Sec 16 Each member of the Commissioners Court shall be and he is hereby required to devote all of his time (unless prevented by illness) to the duties of his office, and shall be in attendance at all sessions of the court. In addition thereto he shall personally inspect the conditions of the roads and bridges of the county, and shall see to it that employees under the control of the Commissioners Court perform their full duties Each member shall receive an annual salary as provided by the General Statutes of the State of Texas relating to the salaries of county commissioners in counties having a population which conforms to the population of the counties affected by this Act Said salaries to be paid out of the road and bridge fund of the county

Amount of Road and Bridge Tax

Sec 17 It shall be unlawful for said Commissioners Court to levy any road and bridge tax in excess of the maximum rate prescribed by law, and any member of said court who shall vote for such excessive levy, knowing it to be excessive, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than Five Hundred Dollars ($ 500).

Convict Labor

Sec 18 Said court may require all county convicts of said county, who may be physically able and not otherwise employed, to work on the public roads of said county under such rules and regulations as the court may prescribe, and each convict so worked shall receive a credit of Three Dollars ($ 3) per day, one half of which shall be as nearly as practicable, applied to the fine, and one half to the court costs, provided that this shall not be so construed as to relieve a convict from the payment of all costs for which he would be liable under the General Laws of this State, said court may, as a reward for good behavior and faithful service, grant a reasonable commutation which shall in no case exceed one-tenth (1/10) of the whole time Said court may provide all such houses, tents, clothing, bedding, food, medicine, medical attention, supplies and guards as it may deem necessary or proper for the safe and humane treatment and for the safe-keeping of such county convicts Said court may also provide and enforce and such guards may, under the direction of said court and in accordance with its rules and regulations, administer such reasonable and humane punishment as may be necessary to require such convicts to perform good work Said court may provide a reward, not exceeding Ten Dollars ($ 10) in any instance, to be paid out of the road and bridge fund for the capture and delivery of an escaped convict, but no such reward shall be paid to any guard or persons in charge of or assisting such convict at the time of his escape

Bond Issues, Resolution, Election

Sec. 19 Whenever the Commissioners Court shall deem it necessary or expedient to build, construct, improve, repair or maintain first or second-class roads of a permanent nature with the proceeds of the sale of bonds issued for road and bridge purposes under the terms of this Act, said court, shall at any regular meeting pass and record in its minutes a resolution setting forth that it is the sense of said court that public roads and bridges of a permanent nature should be built, constructed, improved, repaired or maintained and that the county should issue its bonds to raise money for that purpose in an amount to be named in such resolution, and said resolution shall be submitted to the vote of the property-owning, qualified voters of the county under the law and the Constitution at any regular or special election which the court may order for that purpose, and if at such election a majority of the votes cast shall be for such resolution, then the same shall be deemed to be adopted, otherwise it shall be deemed to be rejected Such election shall be governed in all respects by the laws governing elections in this State, save that the time for holding such elections, the manner and kind of notice shall be fixed by the Commissioners Court,

and the returns shall be made and canvassed in the same manner and the result declared by proclamation of the county judge, which proclamation shall be posted in at least three (3) public places in the county, or at the option of the court published one time in a daily newspaper of general circulation in the county

Qualifications of Voters, Ballots

Sec 20 No person shall be permitted to vote at any election provided for in the next preceding Section of this Act unless he is a property owner, taxpayer, who has duly rendered his property for taxation, and a qualified voter of the county under the law and Constitution of Texas Those desiring to vote for the resolution shall have written or printed on their ballot the words "FOR the Resolution to issue bonds to " and those desiring to vote against the resolution shall have written or printed on their ballots the following "AGAINST the Resolution to issue bonds to " (here insert such purpose of the proposed bond issue as set forth in said resolution) Such ballots shall be written or printed on plain white paper with black ink and shall contain no distinguishing mark or device except as above provided, and if printed, shall be in type of uniform size and face

Preparation and Execution of Bonds, Terms of Bonds, Registration and Enrollment, Sale or Negotiation, Tax Levy

Sec 21 If, at the election hereinabove provided for, a majority of the property-owning qualified voters, under the Constitution and Laws of the State, shall vote in favor of the resolution hereinbefore provided for and the Commissioners Court shall have canvassed the vote and declared the result, and proclamation therefor has been made by the county judge or publication made in lieu thereof, declaring said result, than it shall be the duty of said court to prepare and execute the bonds of the county in such sums as may be deemed advisable by the court, not exceeding the amount authorized at the election, said bonds to bear interest at not exceeding five per cent (5%) per annum, payable annually or semi-annually as the courts shall direct, which bonds shall be redeemable or payable not more than forty (40) years from date thereof, and at such intermediate periods, serially or otherwise as the court may direct, the time of maturity to be expressed on the face of the bonds and such bonds shall be registered or enrolled as in case of other county bonds, and the same shall not be sold or negotiated at less than their par value, provided, however, that the tax levy for the payment of interest and principal on any issue of bonds under the terms of this Act shall not exceed in any one case the sum of Fifteen Cents (15 cent(s)) on the One Hundred Dollars ($ 100) property valuation, and the amount of bonds so to be issued shall be limited accordingly, provided further, that nothing in this language or in the terms of this Act shall be held to impair the right of the county to issue bonds under the provisions of Article 3 of Section 52 of the State Constitution and the Statutes enacted pursuant thereof

Levy of Tax, Use of Tax and Bond Proceeds

Sec 22 At or prior to the issuance of said bonds, it shall be the duty of said Commissioners Court to levy an annual ad valorem tax on all property within the county liable to taxation, sufficient to provide for the interest on such bonds and to create a sinking fund for the payment of the principal thereof at the maturity of same Such tax and the levy thereof may vary or lessen accordingly as assessed taxable values may increase or diminish from year to year The fund arising from such tax and the levy thereof shall not be used for any other purpose than that for which it was created, and the proceeds of the sale of such bonds shall be confined strictly for the purpose of which they were issued and for all necessary and incidental expense incurred in the issuance and sale thereof It shall be unlawful for said court to transfer any money or fund from the road and bridge fund to any other purpose, except as outlined in Section 15 of this Act, than the laying out, opening, widening, draining, constructing, building, repairing and maintaining the public roads of said counties and the incidental and necessary expense growing out of the issuance of said bonds and the sale thereof

Account and Disbursement of Bond Proceeds

Sec 23 It shall be the duty of the county treasurer to keep a separate account of all moneys received from the sale of bonds of said county issued for road and bridge purposes, and said treasurer shall pay out none of it except on written order or warrant of said court, specifying the contract against which it is

drawn or for the purpose for which it is expended.

Contracts, Alternative Methods, Record of Cost

Sec 24 Except as otherwise provided in this Act, no contract requiring the expenditure of money derived from the sale of bonds authorized by this Act shall be made until said county engineer shall have made and filed with the Commissioners Court maps, profiles, plans, specifications, and estimates of the work to be done under such contract and not until said court shall have considered the same and ordered it of record Provided, however, that in the event said court shall have advertised for and rejected bids, it may in its discretion proceed to do the work mentioned in said advertisement. In the expenditure of road funds other than moneys derived from the sale of bonds, the Commissioners Court may authorize the building, construction and repair of roads by contract, day labor or convict labor as said court may deem to be for the best interest of the county. In every instance where the court chooses to do so under the terms of this Act to build, improve, repair or maintain roads by having the work done by the county, then the county must keep a careful and accurate record of the cost of the work, provided the work referred to in this Section shall be done under the direction of the county engineer in harmony with the other provisions of this Act

Purchase of Equipment and Material

Sec 25 [Repealed by Acts 1985, 69th Leg , ch 641, Sec 11, eff Sept 1, 1985]

Advertisements and Bids, Bond of Successful Bidder, Withholding Percentage of Estimates

Sec 26 [Repealed by Acts 1985, 69th Leg , ch 641, Sec 11, eff Sept 1, 1985]

Transfers to Road and Bridge Fund

Sec 27 The Commissioners Court is authorized and empowered, whenever and in such manner as it may determine, to transfer to and make a part of the road and bridge fund of said county any money now in the county, to pay interest and create a sinking fund for any bonds of said county heretofore issued and which have now been retired and cancelled Such money so transferred to the road and bridge fund may be expended by the Commissioners Court at their discretion in constructing or repairing any of the first-class or cross roads of the county, such expenditures to be made in compliance with the provisions and requirements of this Act

Record of Vote on Expenditures

Sec 28 The records of the Commissioners Court shall show in detail every vote for expenditure of any of the funds mentioned in this Act

Shade Trees, Signboards or Signposts

Sec 29 The Commissioners Court may, where funds are available for that purpose, plant shade trees along the side of the public roads, the Commissioners Court may protect all shade trees along the side of said thoroughfares and erect, place and keep a substantial signboard or signpost at every point where a public road forks or is intersected by another public road and such signboard or signpost shall contain a legible inscription directing the way and giving the distance of the next important place on such highway Any person who shall willfully remove, injure, deface or mutilate or injure the growth of any shade tree along the side of a public road or any signboard or signpost thereon or thereabouts shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not less than Twenty-five Dollars ($ 25) nor more than One Hundred Dollars ($ 100)

Financial Interest of Members of Commissioners Court, Violations of Act

Sec 30 It shall be unlawful for any member of the Commissioners Court or for any county officer to be or become financially interested, directly or indirectly, in any contract with said county for road work or for the purchase or sale of any material or supplies of any character or in any transaction whatsoever in connection with any of the roads of said county, excepting only his own salary, fees or per diem If any

such county commissioner or such county officer shall willfully violate any of the foregoing provisions of this Section, he shall be punished by a fine of not less than Five Hundred Dollars ($ 500) nor more than One Thousand Dollars ($ 1,000) or by imprisonment in the county jail of said county for not more than one (1) year or by both such fine and imprisonment and in addition thereto shall be forthwith removed from office as provided for by General law If any member of said Commissioners Court or any such officer shall willfully violate any of the other provisions of this Act, he shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than Five Hundred Dollars ($ 500) or by imprisonment in the county jail of said county for not more than six (6) months or by both such fine and imprisonment

Fines and Moneys Collected Applied to Road and Bridge Fund

Sec 31. All fines for any and all violations of any of the provisions of this Act and any and all moneys which may be collected by or on behalf of said county on, under, or by virtue of any contract which may be executed under the provisions of this Act shall be applied to the road and bridge fund of said county

Definitions

Sec 32 The terms "Road" and "Highway" as used in this Act shall be held to include bridges, viaducts, causeways, culverts, roadbeds, ditches, drains and every part of a road or highway as such terms are commonly understood whether herein specified or not.

Judicial Notice of Law

Sec 33 This Act is and shall be held and construed to be a public act of which the court shall take cognizance without proof thereof, and in any court proceedings wherein the provisions of this Act are drawn in question, the necessity for pleadings or proving same is hereby dispensed with

Law Cumulative, Conflict or Inconsistency
Sec 34 The provisions of this Act are and shall be held and construed to be cumulative of all General Laws of this State on the subject treated of and embraced in this Act when not in conflict or inconsistent herewith, but in case of such conflict or inconsistency in whole or in part, this Act shall control said county

Partial Invalidity

Sec 35 If any section, subdivision, paragraph, sentence, clause or word of this Act shall be held to be unconstitutional, the remaining portions of same shall, nevertheless, be valid and it is declared that such remaining portions would have been included in this Act though the unconstitutional portion had been omitted

AGENDA ITEM #4

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

November 14, 2012

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

Re Claim for Damages
Claimant Destin Sims
Date of Loss 10/30/12
Amount $144 30

Gentlemen

This is to inform you that a full and final settlement of the above referenced claim has been made

The facts underlying this claim are that on or about the above referenced date claimant's vehicle was damaged by debris thrown from a mower while lawn maintenance work was being performed at a county building The settlement amount of $144 30 represents the full amount of property damages

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check Should you have any questions, please call

Sincerely,

Barry C. Willey

Barry C Willey

BCW/mfa
cc Sheriff Freddie Poor

AGENDA ITEM #5

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
NOV 09 2012
GALVESTON COUNTY JUDGE

November 5, 2012

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

Honorable Judge Henry

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

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

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

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

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
4035 CONIFER DR	DICKINSON TX 77539	31-OCT-2012	574151
610 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574032
609 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574031
905 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574209
606 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574210
607 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574211
608 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574212
609 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574213
610 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574214
611 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574215
608 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574030
612 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574216
613 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574217
614 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574218
615 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574219
616 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574220
617 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574221
618 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574222
619 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574223
620 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574224
621 CHESTERFIELD LN	LEAGUE CITY TX 77573	31-OCT-2012	574225
607 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574029
604 CHESTERFIELD LN	LEAGUE CITY TX 77573	30-OCT-2012	574062
603 CHESTERFIELD LN	LEAGUE CITY TX 77573	30-OCT-2012	574061
602 CHESTERFIELD LN	LEAGUE CITY TX 77573	30-OCT-2012	574060
601 CHESTERFIELD LN	LEAGUE CITY TX 77573	30-OCT-2012	574059
618 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574040
617 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574039

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

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
616 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574038
615 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574037
614 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574036
611 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574033
612 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574034
613 DUNLAVY LN	LEAGUE CITY TX 77573	30-OCT-2012	574035

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

November 12, 2012

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

Honorable Judge Henry

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

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

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

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

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
W 1620 FM 646 UNIT F	LEAGUE CITY TX 77573	08-NOV-2012	574959
7001 HIGHWAY 3 BLDG B	TEXAS CITY TX 77539	06-NOV-2012	574720
1621 1/2 GILL RD	LEAGUE CITY TX 77573	09-NOV-2012	575169
4036 PALMETTO CT	DICKINSON TX 77539	06-NOV-2012	574689
126 SACAJAWEA DR	LA MARQUE TX 77568	07-NOV-2012	574839
4037 CONIFER DR	DICKINSON TX 77539	07-NOV-2012	574809

AGENDA ITEM #6

COUNTY of GALVESTON
Purchasing Department

rev 1.3 March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to

Galveston County Purchasing Agent
722 Moody Avenue (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

1	Business Name	OmniBank, N.A		
	Attention Line:	Scott Kerr, EVP		
2	Physical Address	4328 Old Spanish Trail		
	City	Houston	State: TX	Zip+4: 77021
3	Billing / Remit Address	4328 Old Spanish Trail		
	City:	Houston	State: TX	Zip+4 77021
4.	Main Contact Person.	Scott Kerr		
	Main Phone Number:	713-749-0612		
	Fax Number:	713 749-0601		
	E-mail Address:	scottk@omnibank.com		

Areas below are for County use only.

Requested By.	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

OMNIBANK, N.A.
4328 OLD SPANISH TRAIL HOUSTON TEXAS 77021 1694
P O BOX 14549 HOUSTON TEXAS 77221 4549 (713) 747 9000

November 14 2012

County of Galveston
District Attorney's Office
600 59th St , Suite 1001
Galveston, TX 77551-4137

Atten Johnny J Freeze – Chief Investigator

Re Timothy L Bailey – 2008 Chevrolet VIN 3GNFC160X8G249628

Dear Mr Freeze

Per our discussion, the payoff as of December 3, 2012 regarding the above account is
$ 5 625 27

Should you have questions, please contact me at (713) 749-0612

Sincerely,

Scott Kerr

Scott Kerr
Executive Vice President

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return): OmniBank, N.A

Business name/disregarded entity name (if different from above):

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.): 4328 Old Spanish Trail

Requester's name and address (optional):

City, state, and ZIP code: Houston, TX 77021

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number: 741 - 19 - 7537

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number: -

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ [signature], EVP | Date ▶ 11/14/12

OmniBank, N.A

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity**

OmniBank, N.A.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship**

NA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Scott Kerr

Signature of person doing business with the governmental entity

11/14/12

Date

Adopted 08/29/2007

Scott Kerr
Executive Vice President
OmniBank, N.A

AGENDA ITEM #7

GALVESTON COUNTY HEALTH DISTRICT

John Zendt
Chair, United Board of Health

Harlan "Mark" Guidry, MD, MPH
Chief Executive Officer

www.gchd.org

Warren J Holland, III
Chief Operating Officer

Kathy Barroso
Chief Financial Officer

RECEIVED
NOV 1 2 2012
GALVESTON COUNTY JUDGE

November 9, 2012

Texas Commission on Environmental Quality
Storm Water and Pretreatment Team Leader (MC-148)
12100 Park 35 Circle
Austin, Texas 78753

Re Phase II MS4 Annual Report Transmittal for Galveston County
TPDES Permit Number TXR040364

Dear Team Leader

This letter serves to transmit the Year 5 Annual Report for the Texas Pollutant Discharge Elimination System (TPDES) Small Municipal Separate Storm Sewer System (MS4) General Permit, Authorization Number TXR0400364 for Galveston County

A separate Notice of Change (NOC) has been submitted based on the fact that changes have been proposed for the next permit year

As required by the general permit, a copy of this submittal has also been mailed to the TCEQ's regional office in Houston, Texas

Sincerely,

Ronnie Schultz
Director of Environmental Health Programs
Galveston County Health District

xc TCEQ Houston Region, Storm Water Program, 5425 Polk Ave , Ste H, Houston, TX 77023-1452
The Honorable Mark Henry, Galveston County Judge, 722 Moody, 2nd Floor, Galveston, Texas 77550
Harlan "Mark" Guidry, MD, MPH, CEO and Health Authority, 9850-D Emmitt F Lowry Expwy, Texas City, Texas 77591

/Permit No **STW / TXR040364/ RP**

Phase II (Small) MS4 Annual Report Form

TPDES General Permit No. TXR040000

A. General Information

1 Permit No TXR040364 Annual Report Period 8/13/2011 – 8/12/2012

Name of MS4 / Permittee Galveston County

Contact Name Ronnie Schultz Telephone Number 409-938-2314

Mailing Address PO Box 939, La Marque, Texas 77568

E-mail Address rschultz@gchd org

2 Is the named permittee relying on another entity/ies to satisfy some of its permit obligations? _____ Yes ___X___ No

If Yes, provide the name(s) of other entity/ies and an explanation of their responsibilities (add more spaces or pages if needed)

Name and Explanation _____

3 Is the named permittee sharing a SWMP with other entities? _____ Yes ___X___ No

If "Yes," list all associated permit numbers and permittee names (add additional spaces or pages if needed)

Permit Number _____ Permittee _____

4 Is this a system-wide annual report including information for all permittees? _____ Yes ___X___ No

Explanation, if any _____

5 Has a copy of this annual report been submitted to the TCEQ Regional Office? ___X___ Yes _____ No

A. SWMP Modifications and Additional Information

Include a brief explanation if you check "Yes" to any of the following statements

1 a Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review ___X___ Yes _____ No

b If Yes to the above, has the TCEQ already approved the original SWMP? ___X___ Yes _____ No

c If Yes to the above, indicate whether an NOC (or letter) has been submitted to document the changes to the approved SWMP as required by the general permit (Note that if an NOC is required, it must be submitted to the address shown on the NOC Do not attach the original NOC form to this report) ___X___ Yes _____ No

Notice of Change will be submitted to document the changes approved on the SWMP as required by general permit (See **Attachment 1:** Copy of Notice of Change)

2 The MS4 has annexed lands since obtaining permit coverage _____ Yes ___X___ No

The MS4 has not annexed any additional lands since receipt of the approved permit

3 A receiving water body is newly listed as impaired or a TMDL has been established ___X___ Yes _____ No

A search of the database compiled by TCEQ shows no newly listed impaired bodies of water however three new TMDL projects were added Clear Creek A TMDL Project for Volatile Organic Compounds, Clear Creek A TMDL Project for Chlordane, and Houston Ship Channel A TMDL Project for Nickel (**See Attachment 2** Galveston County TMDLs) (**See Attachment 3** Impaired Water Bodies)

4 The MS4 has conducted analytical monitoring of storm water quality ___X___ Yes _____ No

Explain below or attach a summary to submit along with any monitoring data used to evaluate the success of the SWMP at reducing pollutants to the maximum extent practicable Be sure to include a discussion of results

The Galveston County Water Pollution Control and Abatement Program of the Galveston County Health District has monitored local waterways in Galveston County since 1972 Today, we contract with six (6) of the local city jurisdictions and with the County of

Galveston to conduct ambient water monitoring The highly trained staff of water investigators routinely collects water samples around the county These samples are tested at the Galveston County Health District's Public Health Laboratory, a NELAC certified lab The results of those samples are compiled, and reviewed by staff to determine if any additional sampling and source tracking activities are necessary In addition, these test results compiled from our ambient water testing are included in a comprehensive annual report that is submitted to our contracted cities and our public health partners (**See Attachment 4:** Example of Annual Water Pollution Report Cover Page-also maintained in GCHD files) This information is also posted on the Galveston County Health District's website (www gchd org) Results from the bacteria samples are compared to the State of Texas Surface Water Quality Standards The primary contact recreation standard for *E.coli* single grab samples is 394 CFU/100-mL and the standard for *Enterococci* is 89 CFU/100-mL When bacteria levels exceed the standard, other parameter results are evaluated, such as Dissolved Oxygen, pH, Biological Oxygen Demand, rainfall, and ammonia, to determine if those parameters are also elevated During fiscal year 2012, bacteria levels at the eight sites located in the jurisdictional area of the SWMP (Galveston County, unincorporated) exceeded the standard for single grab samples in contact recreational systems 49% of the time In comparison, samples exceeded 53% during FY 2011, 25% during FY 2010, 18% during FY 2009, 29% during FY 2008, 59% during FY 2007, and 36% during FY 2006 Many of these exceedances occurred within three days of a rainfall event

GCHD also contracts with the following cities Santa Fe, Friendswood, Hitchcock, Jamaica Beach, La Marque, and Texas City Under this contract, GCHD monitors storm water and ambient water quality During fiscal year 2012, bacteria levels at the 74 total sites in the county exceeded the standard for single grab samples in contact recreational systems 44% of the time Compared to samples at the 97 total sites in the county that exceeded during FY 2011 45% and at the 72 total sites in the county that exceeded during FY 2010 27%, FY 2009 25%, and FY 2008 36% Many of these exceedances occurred within three days of a rainfall event

As part of the implementation of the approved BMPs, GCHD re-evaluated water quality sampling sites in permit year five to help identify pollution sources and to reduce the discharge of pollutants to the MEP Pollution in terms of bacterial contamination in the unincorporated areas of the county has decreased from 53% in FY 2011 to 49% in FY 2012. County-wide (including contract sampling with cities) bacterial contamination was decreased from 45% in FY 2011 to 44% in FY 2012 There was not an increase in

and 36% during FY 2006 Many of these exceedances occurred within three days of a rainfall event Public education and outreach along with the ability of the citizens of Galveston County having a complaint hotline to report storm water issues have been used to try and reduce the number of exceedances In addition, training of municipal and drainage district staff to recognize and report illicit discharges to the appropriate authorities has also improved our ability to respond quickly to these illegal discharge complaints A reduction of construction site storm water runoff is realized through construction site inspections and complaint reports on contractors violating storm water regulations

4 Provide a general evaluation of the program's progress, including any obstacles or challenges encountered in implementing BMPs, meeting the program's schedule, etc

Overall, Galveston County and the Galveston County Health District have made progress towards limiting pollutants from entering our water conveyance systems With the continued efforts of the Galveston County Health District's Water Pollution Control and Abatement Program, Galveston County has enjoyed the success of this program and the efforts made to reduce water pollution in general since the early 1970s The Annual Summit was not possible for FY2012 and was moved to FY2013 Other challenges and obstacles include the challenges of limited funding, the challenges of approaching the general public and the regulated entities with a new strategy for the control of water pollution from non-point sources, the challenges of implementing a county-wide program that is consistent across the board, the challenges of meeting all of the program's schedules due to the limited number of staff members

5 Provide the number of construction activities (other than those where the permittee was the operator) that occurred within the regulated area as indicated via notices of intent or site notices

One construction notice of intent was received with the city of Santa Fe in FY 2012 and two construction activities were ongoing

6 Does the permittee utilize the 7th MCM related to construction? _____ Yes ____X___ No

If Yes, then provide the following information

a The number of municipal construction activities authorized under this general permit _____

b The total number of acres disturbed for municipal construction projects _____

Though the 7th MCM is optional, this must be requested on the NOI or on a NOC and approved by the TCEQ

7 Requirements for Specific Minimum Controls Measures (MCMs)

a For MCM 1 - Public Education and Outreach, provide documentation of activities conducted and materials used to fulfill the requirements of this MCM

GCHD participated in two (2) public education and outreach events The 19th Annual Rivers, Lakes, Bays and Bayous Trash Bash and the Children's Safety Fair in Santa Fe At these events the Health District provided a multitude of environmental brochures and activity books for children on storm water pollution At the Trash Bash event, GCHD staff distributed 300 bottle "koozies" printed with our storm water hotline

b Also for MCM 1, provide documentation of the amount of resources used to address each group (e g , visitors, businesses, etc)

Amount of Resources used to address each group

Citizens and Visitors $1550

Businesses $250 00

Industry $350 00

Construction Sector. $1200 00

Government $300 00

c For MCM 3 – Illicit Discharge Detection and Elimination (IDDE), indicate whether you have developed a list of allowable non-storm water discharges, other than those already listed in the general permit If you have developed a list and have made any changes to the local controls, conditions and/or programs being established for discharges, include this information below If you do not have any changes for this permit year, indicate that this item is not applicable

A list of allowable non-storm water discharges is included in our proposed REGULATIONS OF GALVESTON COUNTY, TEXAS FOR STORM WATER QUALITY MANAGEMENT

8 Describe any proposed changes to the SWMP in the coming reporting year

No changes are noted at this time

9 Describe any activities planned for the next permit year / reporting cycle

GCHD is waiting for TCEQ to implement the Phase II Permit and will continue will all prior activities and BMPs that have been previously reported

C. **Storm Water Management Program Status.** Provide the status of every BMP and measurable goal listed in the SWMP, as described in the instructions Each MCM, but not necessarily each BMP, must include the measurable goals described in the SWMP For a shared SWMP, include the name of the responsible MS4 operator(s) in the "BMP" column *(Though an MS4 is not required to implement BMPs until the initial SWMP is approved by the TCEQ, the MS4's initial annual report should include a description of what has been done to date, even if the SWMP has not yet been approved The MS4 will receive credit for all BMPs implemented prior to and during the first permit year if they are described in the initial annual report)*

Table 1 – BMP & Measurable Goals Status

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
1 Public Education and Outreach	Health District Website	Met goal ✓ The Environmental Health programs are completely redesigning and improving its website including the storm water portion Once redesign is complete and approved the website will go live ✓ GCHD has posted links to other MS4s on this website ✓ Galveston County Health District (GCHD) has included information concerning storm water related outreach events such as the Annual Trash Bash Event on our home page of our website GCHD cannot at this time determine the success of posting this information on our website Once our completed storm water management page is on line, we will analyze site visit data collected by our Information Technology Department We will use this quantitative measure to help determine our success for this BMP		March 2008	Completed / August 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
1 Public Education and Outreach	Storm Water Brochure	Met goal ✓ GCHD has researched and located several storm water related brochures targeted at the general public **(See Attachment 5:** Public Outreach Brochures) ✓ These brochures have been distributed to government buildings per the SWMP as well as at area fairs and public outreach events (Trash Bash Event 646+, distributed 50+ brochures) This BMP has been successful In FY 2012 GCHD restocked public outreach brochures to multiple government buildings in the county City of Santa Fe (50), Galveston County Drainage District #1 (50), Santa Fe Library (20), West Galveston County Building in Santa Fe (100), Galveston County Justice of the Peace Office (100), Bacliff Municipal Utility District (100), and Galveston County Parks Senior Center (100) This BMP was successful and we will continue to pursue this practice and target school aged children as part of our distribution		August 2008	Completed / September 2010 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
1 Public Education and Outreach	Event Participation	Exceeded goal ✓ GCHD co-sponsored, chaired, and participated in the 19th Annual Rivers, Lake, Bays and Bayous Trash Bash Event that attracts residents from Texas City, Dickinson, La Marque, Hitchcock, Santa Fe, the unincorporated area and many more areas ✓ 646 participants the day of the event ✓ Storm water brochures were distributed at Trash Bash Environmental Exposition at the Texas City event ✓ 300 water bottle "koozies" with Galveston County's Storm Water Hotline printed on them were distributed to event participants ✓ Children's Safety Fair in Santa Fe Attracts residents in the Santa Fe and unincorporated areas 250 participants the day of the event This BMP has been successful for many years The event attracts hundreds of residents in our local area We are able to educate and provide storm water information to these hundreds of residents GCHD has successfully distributed outreach materials with our storm water citizen complaint hotline number to the county residents		January 2009	Completed / March 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
1 Public Education and Outreach	Law Enforcement Anti-Littering Brochure	Met goal ✓ GCHD staff along with county public health nuisance abatement officers and county environmental crimes officers distributed anti-littering brochures (**See attachment #5** Public Outreach Brochures) to governmental buildings and during daily activities and environmental outreach events This BMP was successful In FY 2012 GCHD restocked 50 brochures to government buildings and provided brochures at outreach events		August 2007	Completed / August 2009 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
1 Public Education and Outreach	Targeted Commercial Brochures	Met goal ✓ GCHD has developed and distributed a commercial specific poster for the auto repair industry and has distributed a comprehensive storm water brochure including business specific information at outreach events and to governmental buildings (**See Attachment #5:** Public Outreach Brochures) This BMP was successful In FY 2012 GCHD distributed 30 automotive repair BMP brochures to governmental buildings and provided brochures at outreach events		August 2008	Completed / July 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
1 Public Education and Outreach	Public Speaking Engagements	Met goal ✓ GCHD continues to offer to participate in speaking engagements for the general public, civic organizations, faith-based organizations, other governmental agencies, etc ✓ GCHD announced availability of speakers through word of mouth and on our website ✓ A storm water presentation is available to be booked through the GCHD website This BMP was successful GCHD announces its availability to speak through several means website, media releases, and word of mouth It is difficult to assess the effectiveness of these means of advertising our public speaking engagements Word of mouth appears to be the most effective means at this point		Aug 2008	Completed / August 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
1 Public Education and Outreach	Public Service Announcements and Press Releases	Met goal ✓ GCHD PIO collaborated with the PIO of the Texas City/La Marque Chamber of Commerce and issued multiple announcements for the 19th Annual Trash Bash Event and releases were submitted to appropriate media This BMP was very successful		Nov 2008	Completed / March 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
1 Public Education and Outreach	Classroom Education	Met goal ✓ GCHD was able to promote and advertise classroom education utilizing the 3D model "Enviroscape" demonstrating the impact of storm water runoff on water quality ✓ Letters offering the presentation were mailed to every school in the county This letter is maintained in GCHD files This BMP was successful for permit year 5 GCHD conducted an Enviroscape Presentation for Bolivar School District on June 20, 2012			Completed / July 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
2 Public Involvement / Participation	Community Participation Events	Exceeded goal ✓ GCHD advertised, sponsored, and participated in the 19th Annual Rivers, Lake, Bays and Bayous Trash Bash Event ✓ GCHD has chaired the planning committee for 19 years ✓ In 2012, the event attracted over 646 citizens that participated in the environmental project, provided with outreach materials such as storm water information, played environmental educational games and were provided lunch This BMP continues to be highly successful at involving the public and providing for a community wide event The Trash Bash attendance records for 2011 were 636, 2010 were 596, 2008 were 663, and 2007 were 789		Nov 2008	Completed / March 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
2 Public Involvement / Participation	Storm Water Inlet Marking	Met goal ✓ GCHD Environmental Investigators installed 3 storm water inlet marker "buttons" in Santa Fe and 9 in Bacliff and San Leon at inlets during the course of their workday ✓ GCHD continued to make inlet markers and installation kits available to volunteer groups Kits will also be made available on the storm water website This BMP was successful The target number was reduced based on the fact that many inlets were previously marked FY 2012 focused on the cities of Bacliff, San Leon, and Santa Fe		August 2008	Completed / August 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
2 Public Involvement / Participation	Citizen Complaint / Illegal Dumping Hotline	Exceeded goal ✓ GCHD has maintained a citizen complaint hotline for Galveston County residents since 1972 as part of its Water Pollution Control and Abatement Program ✓ This hotline is advertised on brochures, the GCHD website, in local phone directories and on bottle "koozies" ✓ Citizen complaints received for August 2011 – August 2012 86 water pollution related complaints The total number is down by 24 complaints as compared to 2011 data (110) This BMP has been very successful by providing a public outlet to report storm water pollution issues		August 2007	Completed / August 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
2 Public Involvement / Participation	Environmental Summit	Goal not met This BMP was not met in 2012 This BMP was not completed due to various reasons including the relocation of GCHD offices			Not Completed / Will complete in 2012-2013 ✓ This BMP was not completed for this permit year This BMP is proposed for the next permit

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
2 Public Involvement / Participation	Legal Public Notice	Met goal This BMP was very successful as GCHD met all of the public noticing requirements during permit year 4 The documents are maintained in GCHD files		Dec 2008	Completed / January 2009 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
2 Public Involvement / Participation	Galveston County Environmental Coalition	Met goal ✓ GCHD scheduled, chaired and participated in a subcommittee of the Coalition The subcommittee is the Galveston County Storm Water Collaborative The goal of the collaborative is to effectively and efficiently implement the goals of the Storm Water Management Plans across Galveston County ✓ Membership includes all municipalities located within the jurisdiction of Galveston County ✓ Storm Water Collaborative was scheduled to meet on March 1, April 24, June 20 and August 8, 2012 This BMP was successful assisting many of our municipalities during this implementation phase		August 2008	Completed / August 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
3 Illicit Discharge Detection and Elimination	Storm Water Brochures	Met goal ✓ GCHD distributed these brochures at outreach events (19th Annual Rivers, Lake, Bays and Bayous Trash Bash Event, 646+ participants, distributed 50+ brochures) (**Attachment #5** Public Outreach Brochure) This BMP was successful and we will continue to pursue this practice		August 2007	Completed / July 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
3 Illicit Discharge Detection and Elimination	Storm Sewer Map	Met goal This BMP was successful as GCHD has partnered with the Galveston County Engineer's Office, Galveston County Drainage District #1 and the City of Santa Fe and has received a copy of all of their storm sewer maps These maps are utilized by Water Pollution Staff to determine ambient water monitoring locations In addition, staff will utilize maps to assist with illicit discharge complaints and investigations		August 2008	Completed / July 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
3 Illicit Discharge Detection and Elimination	Storm Water Pollution Preventions Regulatory Instrument – Illicit Discharge	Met goal ✓ The Storm Water MS4 Pollution Control Order was passed in June 2012 (**Attachment #6** The Storm Water MS4 Pollution Control Order Cover Page-Also maintained in GCHD files) This BMP was successful		August 2008	Completed / June 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
3 Illicit Discharge Detection and Elimination	Detection and Elimination Program – MS4 Dry Weather Outfall	Met goal ✓ GCHD developed an illicit detection source tracking program and reviewed historical data from storm water sampling ✓ Data analysis was used to remove/add sample sites and to perform dry weather outfall screening ✓ GCHD notified the public of this dry weather screening program BMP is a success based upon past experiences investigating dry weather outfalls with current water pollution staff		August 2007	Completed / August 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
3 Illicit Discharge Detection and Elimination	On-Site Sewage Facility (OSSF)	Exceeded goal ✓ GCHD is the State Texas' Designated Representative (DR) in the County of Galveston since 1970 ✓ As the DR, the OSSF inspector reviews each and every OSSF plan, inspects its construction and approves the final permit ✓ In addition, the OSSF inspectors respond to all citizen concerns about faulty OSSFs ✓ This program has been established for many years in Galveston County ✓ In 2012, GCHD permitted 408 septic systems ✓ In 2012 GCHD, received and investigated over 107 complaints This BMP has been highly successful in making sure that all On Site Sewage Facilities are properly installed by certified septic system installers, maintained and properly functioning In addition, GCHD tracks over 5000+ maintenance contracts on high tech spray OSSF systems		August 2009	Completed / August 2010 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
3 Illicit Discharge Detection and Elimination	Employee Training	Met goal ✓ In FY 2012 GCHD presented the video, "Storm Watch – Municipal Storm Water Pollution Prevention" to Galveston County Road & Bridge employees and to Galveston County Parks and West County Service Center employees This BMP was successful at completing the goal of educating staff		August 2010	Completed / July 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
4 Construction Site Runoff Control	Plan Review and Approval Procedure	Met goal ✓ GCHD is notified of and will review construction projects subject to storm water permitting and enforcement by building officials ✓ There was 1 construction project in unincorporated Galveston County meeting size requirements subject to storm water regulation in the permit term for year 5 This BMP was successful and we will continue to pursue this practice			Completed / July 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
4 Construction Site Runoff Control	Galveston Bay Construction Alliance	Met goal ✓ GCHD has provided the County Engineer's Office, Drainage District #1, and the City of Santa Fe the manual for distribution during the plan review phase of construction projects that disturb >1 acre ✓ GCHD received approval from Galveston County Board of Health and the manual is available online along with other information and links specific to contractors BMP was successful and GCHD continued to distribute brochures to inform contractors on preventing construction runoff in storm water leading to Galveston Bay		August 2009	Completed / August 2010 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
4 Construction Site Runoff Control	Construction Site Brochures	Met goal ✓ GCHD distributed multiple construction site brochures to Mae S Bruce Library, Santa Fe County Building, Santa Fe Chamber of Commerce, Santa Fe City Hall and Drainage District #1 ✓ GCHD distributed these brochures to builders and developers at Arcadia Baptist Church, FM 646 expansion project, and Santa Fe Fire & Rescue Fire Station #1 during storm water construction site inspections in the City of Santa Fe GCHD is contracted to perform storm water construction inspections for the City of Santa Fe BMP was successful at educating local builders and developers on storm water construction regulations		August 2009	Completed / August 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
4 Construction Site Runoff Control	Storm Water Pollution Prevention Regulatory Instrument - Erosion and Sediment Control	Met goal ✓ Policy for erosion and sediment control and was approved by the Galveston County United Board of Health (**Attachment #6** The Storm Water MS4 Pollution Control Order Cover Page-Also maintained in GCHD files) BMP was successful		August 2009	Completed / June 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
4 Construction Site Runoff Control	Storm Water Pollution Prevention Regulatory Instrument – On-Site Waste Control	Met goal ✓ Policy for on-site waste control was approved by the Galveston County United Board of Health (**Attachment #6** The Storm Water MS4 Pollution Control Order Cover Page-Also maintained in GCHD files) BMP was successful		August 2009	Completed / June 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
4 Construction Site Runoff Control	Site Inspection and Enforcement	Met goal ✓ GCHD has developed procedures (including a manual and site inspection forms) maintained electronically in GCHD files for construction site inspection and enforcement ✓ GCHD inspected three construction sites in the City of Santa Fe that disturbed more than an acre during the permit year BMP has been successful Inspections provided opportunities to educate contractors and to distribute brochures Inspections resulted in the addition of site BMP's to meet compliance		August 2009	Completed / August 2010 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
4 Construction Site Runoff Control	Contractor Certification and Training	Met goal ✓ GCHD has obtained a training video describing the storm water pollution prevention best management practices utilized at construction sites which will be shown to contractors of storm water regulated construction sites ✓ After watching the video, the contractor will receive a certificate of completion which will be required to maintain compliance with the Galveston County storm water construction regulations GCHD provided this training to 1 contractor in permit year 5 prior to the adoption of the order, therefore no certification was necessary This training will be provided to future contractors with new construction projects		August 2009	Completed / June 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
5 Post Construction Runoff Control	Plan Review and Approval Procedure	Met goal ✓ GCHD is notified of and reviews construction projects subject to storm water permitting and enforcement BMP was successful at GCHD receiving notification GCHD was notified of storm water regulated construction sites in the City of Santa Fe through the plan review and approval procedure			Completed / August 2010 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
5 Post Construction Runoff Control	Storm Water Pollution Prevention Enforcement Tool - Post-Construction Runoff Control Section	Met goal ✓ Policy for post construction runoff control was approved by the Galveston County United Board of Health (**Attachment #6** The Storm Water MS4 Pollution Control Order Cover Page-Also maintained in GCHD files) BMP was successful			Completed / June 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
5 Post Construction Runoff Control	Criteria Manual	Met goal ✓ GCHD has approved the Drainage Criteria Manual from the Dickinson Bayou Watershed Regional Drainage Plan and makes it available to contractors during the building permit application process for new development and significant redevelopment (**Attachment #6** The Storm Water MS4 Pollution Control Order Cover Page-Also maintained in GCHD files) BMP was successful		August 2009	Completed / June 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
5 Post Construction Runoff Control	Inspections and Long Term O & M Provisions	Met goal ✓ GCHD to inspect newly constructed developments to make certain of compliance with long term operation and maintenance requirements (**Attachment #6** The Storm Water MS4 Pollution Control Order Cover Page-Also maintained in GCHD files) BMP was successful		August 2009	Completed / June 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
6 Pollution Prevention and Good Housekeeping for County Operations	County Operations Survey	Met goal ✓ GCHD inspected Galveston County Road and Bridge Site, 5115 Highway 3, Dickinson and County of Galveston Parks and Seniors Program, West County Service Center, 4102 Main Street, La Marque Texas and the Parks Highway 6 Service Center in Santa Fe The surveys are maintained in GCHD files BMP was successful GCHD was successful in conducting and completing audits for County Road & Bridge and County Parks		August 2009	Completed / August 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
6 Pollution Prevention and Good Housekeeping for County Operations	Hazardous Materials Management	Met goal ✓ GCHD will review the hazardous materials used in county operations BMP was met during county facility audits		August 2009	Completed / July 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
6 Pollution Prevention and Good Housekeeping for County Operations	Spill Response Kits	Met goal ✓ GCHD has researched and will comply with the federal spill prevention control and counter measures plan when performing facility audits ✓ GCHD will work with the County Road and Bridge and the County Parks Department to make certain that each facility contains at least one (1) spill response kit BMP was established at each facility and is checked annually during the facility's audit		August 2009	Completed / July 2012 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well
MCM(s)	**BMP**	**Success of Measurable Goals For Permit Year**	**New or Revised**	**Start Date**	**Status / Completion Date / Proposed Changes**
6 Pollution Prevention and Good Housekeeping for County Operations	Good Housekeeping Rules Manual	Met goal ✓ GCHD has developed a Good Housekeeping Rules Manual which is maintained electronically in GCHD files ✓ GCHD has developed checklists to be utilized at each county facility BMP was successful		August 2009	Completed / August 2010 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

MCM(s)	BMP	Success of Measurable Goals For Permit Year	New or Revised	Start Date	Status / Completion Date / Proposed Changes
6 Pollution Prevention and Good Housekeeping for County Operations	Employee Training	Met goal ✓ GCHD presented the video, "Storm Watch – Municipal Storm Water Pollution Prevention" to 7 City of Santa Fe employees, 3 Drainage District #1 employees, 52 Galveston County Road & Bridge employees and 12 Galveston County Parks and Senior Services employees BMP was successful at completing the goal of educating staff		August 2009	Completed / July 2011 ✓ This BMP has been completed for this permit This BMP will continue through the next permit as well

Table 2 – Measurable Goals Status

MCM(s)	Measurable Goal(s)	Success	Proposed Changes (submit NOC as needed)
1	GCHD sponsored, participated and chaired the committee that planned the successful 19th Annual Trash Bash Event	Exceeded	None
2	Citizen complaint hotline maintained since 1972 continues to receive citizen complaints concerning water pollution including storm water issues	Exceeded	None
3	GCHD continues to review each and every septic system plan, inspect all construction and respond to each and every citizen complaint	Exceeded	None
4	GCHD partnered with County Building Officials and City Building Inspectors on a construction plan review notification process	Met goal	None
5	GCHD has been advised by County Legal to submit the model post construction regulatory instrument to the Galveston County United Board of Health for review and approval	Met goal	None
6	GCHD assisted the county in conducting self audits at each of the county-owned facilities	Met goal	None

D. Certification (See Attachment 6: Delegation of Signatories Report)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

Name (printed) Ronnie Schultz Title Director of Environmental Health Programs

Signature _____ Date 11/9/12

Name (printed) _____ Title _____

Signature _____ Date _____

Name (printed) _____ Title _____

Signature _____ Date _____

Name (printed) _____ Title _____

Signature _____ Date _____

Name (printed) _____ Title _____

Signature _____ Date _____

Add pages as needed

Attachment #1: Copy of Notice of Change

Notice of Change (NOC) to an Authorization for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXR040000)

TCEQ Office Use Only
Permit No
RN
CN

***** IMPORTANT *****

PLEASE READ THE FOLLOWING INFORMATION AND INSTRUCTIONS BEFORE FILLING OUT THIS FORM.

The form will be returned for one of the following reasons.

1) the permit number is not provided, invalid, or no longer active,
2) a wet ink signature of person meeting signatory requirements for permittee is not provided,
3) the current permittee is not the applicant, and;
4) a requested change in operator name is not a legal name change .

THIS FORM CANNOT BE USED FOR A CHANGE IN OPERATOR. REFER TO YOUR GENERAL PERMIT.

What is the **Permit Number** of the authorization to be changed?	**TXR04** 0364

A. APPLICANT INFORMATION Search Central Registry at http://www12.tceq.texas.gov/crpub/

1. Operator (Permittee)

a What is the full Legal Name of the current Operator as on the authorization?
County of Galveston

b What is the TCEQ Central Registry Customer Number assigned to this Operator?	**CN** 602730939

2. Permitted Site (required)

What is the TCEQ Central Registry Regulated Entity Number assigned for this permitted site?	**RN** 105604987

B. REQUESTED CHANGE TO PERMITTED INFORMATION

What information has changed or needs corrected?
(Check one or more of the sections being updated and enter the new information in the corresponding section of this form)

☐	Operator Legal Name Change with Texas Secretary of State (TX SOS) (Note Permits are not transferable If a change in entity has occurred, this NOC is not attainable)
☐	Address and contact information for Operator, Billing for Annual Fee or Site Mailing Address
☐	Site Information (Regulated Entity) (Note Permits under a general permit are site specific If a change in site location has occurred, this NOC is not attainable)
☑	Change To The Approved SWMP

1 OPERATOR LEGAL NAME CHANGE

a What is the NEW active Legal Name with TX SOS or on other legal document?

New Legal Name

b What is the TX SOS Filing Number for us to confirm this official name change? (This is only applicable to Limited Partnership or Corporations)	

2. ADDRESS & CONTACT INFORMATION CHANGE

a What mailing address and/or contact information has changed? (check one or more as applicable)

☐	Operator for permit correspondence	☐	Site (RE) Mailing Address and contact information
☐	Billing address/contact for Receiving Annual Fee Statement		

b If you selected more than one, is the information to be updated the same for each selection?

☐ Yes – Provide the updated information in the fields below
☐ No – Attachment 1 of the NOC is attached to this form, to provide the different addresses

ATTN or C/O		
Address		Suite No /Bldg No /Mail Code
City State		ZIP Code
Country Mailing Information (if outside USA)	Country Code	Postal Code
Phone No ( ) Ext	Fax No ( )	E-Mail

3. REGULATED ENTITY (RE) SITE INFORMATION CORRECTION or UPDATE
a Updated or Corrected description of the regulated MS4 boundaries
b Other update to regulated entity information Please explain

4 CHANGE TO THE APPROVED SWMP	
Check the applicable item(s) to be changed or updated and complete the section for each item. Reference the attachment for each item	
☐	Add the 7th Minimum Control Measure (MCM) to the approved SWMP Complete Attachment 2 of the NOC and the following question Are you seeking to use the 7th MCM only in the regulated (urbanized) area? ☐ Yes - Attach the MCM with Attachment 2 of the NOC ☐ No – Attach the MCM with Attachent 2 of the NOC and indicate YES to the following certification I certify that the MS4 is in compliance with all of the MCMs listed in this general permit, in the MS4's additional area where the 7th MCM will be utilized ☐ YES Failure to indicate YES to this certification will result in denial
☐	Notice to update the approved SWMP adding components, controls, or requirements to the SWMP, or replacing a BMP with an equivalent BMP Are the revisions to the approved SWMP attached? ☐ Yes, under attachment _____
☐	Request to update the approved SWMP, replacing a less effective or infeasible BMP specifically identified in the SWMP with an alternate BMP Are the revisions to the approved SWMP attached? ☐ Yes, under attachment _____
☑	Other requested changes to the approved SWMP requiring TCEQ approval Are the revisions to the approved SWMP attached? ☑ Yes, under attachment Attachment #1 BMP Completion Date Change

C. APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

1 Name Ronnie Schultz	Title Director of Environmental Health	Company Galveston County Health District
2 Phone No (409) 938-2314 Ext	Fax No (409) 938-2271	E-Mail rschultz@gchd org

D. CERT IFICATION

Operator Certification

I, Ronnie Schultz
Typed or printed name (REQUIRED)

Dir of Environmental Health
Title (REQUIRED)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

I further certify that I am authorized under **30 Texas Administrative Code §305 44** to sign and submit this document, and can provide documentation in proof of such authorization upon request

Signature _____ (Use blue ink) (REQUIRED)

Date 11/9/12 (REQUIRED)

BMP Completion Date Changes

1 MCM 2 Public Involvement and Participation – BMP – Environmental Summit – change completion date to after permit year 5

Attachment #2: Galveston County TMDLs

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Galveston County TMDLs

Find out about TMDL projects in Galveston County

Topics Under This Category

- Clear Creek Above Tidal A TMDL Project for Total Dissolved Solids and Chloride A completed project to develop and implement total maximum daily loads for total dissolved solids and chloride in Clear Creek Above Tidal
- Clear Creek A TMDL Project for Volatile Organic Compounds A completed total maximum daily load project to reduce pollution from volatile organic compounds (VOCs)
- Clear Creek A TMDL Project for Bacteria A current project to develop and implement TMDLs that improve water quality
- Clear Creek A TMDL Project for Chlordane A completed total maximum daily load project to address reduce chlordane in fish
- Dickinson Bayou A TMDL Project and Use Assessment for Bacteria A current project to survey recreational uses and develop and implement a TMDL to reduce bacteria The TMDL is completed, the I-Plan is in development
- Dickinson Bayou A TMDL Project for Dissolved Oxygen A current project to develop and implement a TMDL that improves water quality
- Galveston Bay System A Survey of Dioxin and PCBs A current project of the TMDL Program to determine the extent of impairment to the safety of fish consumption due to dioxin and PCBs
- Houston Ship Channel and Galveston Bay A TMDL Project for Dioxin A current project to develop TMDLs for dioxin in the Houston Ship Channel
- Houston Ship Channel and Upper Galveston Bay A TMDL Project for PCBs in Fish Tissue A current project to develop TMDLs that reduce polychlorinated biphenyls (PCBs) in fish tissue
- Houston Ship Channel A TMDL Project for Nickel A project to limit nickel concentrations in the Houston Ship Channel
- Upper Texas Coast A TMDL Project for Bacteria in Oyster Waters A current project to develop and implement TMDLs that reduce bacteria in oyster waters

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Attachment #3: Impaired Water Bodies

2010 Water Bodies and Impairments Added to the Texas 303(d) List

Explanation of Column Headings

SegID and Name — The unique identifier (SegID), segment name, and location of the water body The SegID may be one of two types of numbers The first type is a classified segment number (4 digits, *e g* 0218), as defined in the Texas Surface Water Quality Standards The second type is an unclassified water body (0218A), not defined in the Standards, though associated with a classified water body because it is in the same watershed The segment name and description immediately follow SegID **"New SegID?" indicates if the Segment is a newly created Segment in the 2010 assessment.**

Parameter(s) — Pollutants or water quality conditions that assessment procedures indicate do not meet assigned water quality standards

Category — On this report, one of three categories is assigned to each combination of parameter and water body to provide information about the water quality status and management activities The categories are defined below

Category 5 The water body does not meet applicable water quality standards or is threatened for one or more designated uses by one or more pollutants

Category 5a - A TMDL is underway, scheduled, or will be scheduled

Category 5b - A review of the water quality standards for this water body will be conducted before a TMDL is scheduled

Category 5c - Additional data and information will be collected before a TMDL is scheduled

SegID	New SegID?	Segment Name	Parameter	Category
0101A	No	Dixon Creek (unclassified water body)	selenium in water	5c
0103C	Yes	Unnamed Tributary to West Amarillo Creek (unclassified water body)	bacteria	5b
0104	No	Wolf Creek	bacteria	5b
0202A	No	Bois D' Arc Creek (unclassified water body)	bacteria	5b
0202F	No	Choctaw Creek (unclassified water body)	bacteria	5b
0202K	Yes	Iron Ore Creek (unclassified water body)	bacteria	5b
0211	No	Little Wichita River	sulfate	5b
0211	No	Little Wichita River	total dissolved solids	5b
0214B	No	Buffalo Creek (unclassified water body)	bacteria	5b
0222	No	Salt Fork Red River	bacteria	5b
0224A	Yes	McClellan Creek (unclassified water body)	bacteria	5b
0402	No	Big Cypress Creek Below Lake O' the Pines	depressed dissolved oxygen	5b
0402A	No	Black Cypress Bayou (unclassified water body)	copper in water	5c
0404A	No	Ellison Creek Reservoir (unclassified water body)	copper in water	5c
0502E	Yes	Cypress Creek (unclassified water body)	depressed dissolved oxygen	5b
0602	No	Neches River Below B A Steinhagen Lake	mercury in edible tissue	5c
0604	No	Neches River Below Lake Palestine	mercury in edible tissue	5c
0608	No	Village Creek	mercury in edible tissue	5c

2010 Water Bodies and Impairments Added to the Texas 303(d) List

SegID	New SegID?	Segment Name	Parameter	Category
0611C	No	Mud Creek (unclassified water body)	bacteria	5b
0611D	No	West Mud Creek (unclassified water body)	bacteria	5b
0702	No	Intracoastal Waterway Tidal	dioxin in edible tissue	5a
0702	No	Intracoastal Waterway Tidal	PCBs in edible tissue	5a
0704	No	Hillebrandt Bayou	bacteria	5b
0801C	No	Cotton Bayou (unclassified water body)	bacteria	5b
0803G	Yes	Lake Madisonville (unclassified water body)	mercury in edible tissue	5c
0804	No	Trinity River Above Lake Livingston	PCBs in edible tissue	5a
0804	No	Trinity River Above Lake Livingston	dioxin in edible tissue	5a
0804G	No	Catfish Creek (unclassified water body)	bacteria	5b
0804H	Yes	Upper Keechi Creek (unclassified water body)	depressed dissolved oxygen	5b
0805	No	Upper Trinity River	dioxin in edible tissue	5a
0806	No	West Fork Trinity River Below Lake Worth	dioxin in edible tissue	5a
0821C	Yes	Wilson Creek (unclassified water body)	bacteria	5b
0821D	Yes	East Fork Trinity River above Lake Lavon (unclassified water body)	bacteria	5b
0828A	No	Village Creek (unclassified water body)	bacteria	5b
0829	No	Clear Fork Trinity River Below Benbrook Lake	dioxin in edible tissue	5a
0836B	Yes	Cedar Creek (unclassified water body)	depressed dissolved oxygen	5b
0841	No	Lower West Fork Trinity River	dioxin in edible tissue	5a
0841L	No	Johnson Creek (unclassified water body)	bacteria	5b
0841R	No	Rush Creek (unclassified water body)	bacteria	5b
0841T	No	Village Creek (unclassified water body)	bacteria	5b
0841V	Yes	Crockett Branch (unclassified water body)	bacteria	5b
1002C	Yes	Lake Isabell (unclassified water body)	mercury in edible tissue	5c
1007H	No	Pine Gully Above Tidal (unclassified water body)	depressed dissolved oxygen	5c
1007I	No	Plum Creek Above Tidal (unclassified water body)	depressed dissolved oxygen	5c
1007S	Yes	Poor Farm Ditch (unclassified water body)	bacteria	5a
1007T	Yes	Bintliff Ditch (unclassified water body)	bacteria	5a
1007U	Yes	Mimosa Ditch (unclassified water body)	bacteria	5a
1007V	Yes	Unnamed Tributary of Hunting Bayou (unclassified water body)	bacteria	5a
1008C	No	Lower Panther Branch (unclassified water body)	bacteria	5b
1008E	No	Bear Branch (unclassified water body)	bacteria	5b
1014M	No	Newman Branch (Neimans Bayou) (unclassified water body)	impaired macrobenthic community	5b
1014M	No	Newman Branch (Neimans Bayou) (unclassified water body)	impaired fish community	5b

2010 Water Bodies and Impairments Added to the Texas 303(d) List

SegID	New SegID?	Segment Name	Parameter	Category
1017C	No	Vogel Creek (unclassified water body)	bacteria	5a
1101	No	Clear Creek Tidal	PCBs in edible tissue	5a
1101	No	Clear Creek Tidal	dioxin in edible tissue	5a
1101A	No	Magnolia Creek (unclassified water body)	bacteria	5a
1101C	No	Cow Bayou (unclassified water body)	bacteria	5a
1101E	Yes	Unnamed Trib of Clear Creek Tidal (unclassified water body)	bacteria	5a
1101E	Yes	Unnamed Trib of Clear Creek Tidal (unclassified water body)	depressed dissolved oxygen	5c
1102	No	Clear Creek Above Tidal	PCBs in edible tissue	5a
1102G	Yes	Unnamed Tributary of Mary's Creek (unclassified water body)	bacteria	5a
1103	No	Dickinson Bayou Tidal	PCBs in edible tissue	5a
1103	No	Dickinson Bayou Tidal	dioxin in edible tissue	5a
1103C	No	Geisler Bayou (unclassified water body)	depressed dissolved oxygen	5c
1103D	No	Gum Bayou (unclassified water body)	bacteria	5c
1103E	No	Cedar Creek (unclassified water body)	bacteria	5b
1105A	No	Flores Bayou (unclassified water body)	bacteria	5b
1105E	Yes	Brushy Bayou (unclassified water body)	depressed dissolved oxygen	5c
1105E	Yes	Brushy Bayou (unclassified water body)	bacteria	5c
1107	No	Chocolate Bayou Tidal	PCBs in edible tissue	5a
1107	No	Chocolate Bayou Tidal	dioxin in edible tissue	5a
1107	No	Chocolate Bayou Tidal	bacteria	5c
1113	No	Armand Bayou Tidal	dioxin in edible tissue	5a
1113	No	Armand Bayou Tidal	PCBs in edible tissue	5a
1113C	No	Unnamed Tributary to Horsepen Bayou (unclassified water body)	bacteria	5c
1113D	No	Willow Springs Bayou (unclassified water body)	bacteria	5c
1202K	No	Mill Creek (unclassified water body)	bacteria	5b
1204A	No	Camp Creek (unclassified water body)	bacteria	5b
1211A	No	Davidson Creek (unclassified water body)	depressed dissolved oxygen	5b
1212A	No	Middle Yegua Creek (unclassified water body)	bacteria	5b
1213A	Yes	Big Elm Creek (unclassified water body)	bacteria	5b
1215	No	Lampasas River Below Stillhouse Hollow Lake	bacteria	5b
1216A	Yes	Trimmier Creek (unclassified water body)	bacteria	5b
1217B	No	Sulphur Creek (unclassified water body)	depressed dissolved oxygen	5c
1218C	Yes	Little Nolan Creek (unclassified water body)	bacteria	5b
1226H	No	Alarm Creek (unclassified water body)	bacteria	5b

SegID	New SegID?	Segment Name	Parameter	Category
1226M	No	Little Green Creek (unclassified water body)	bacteria	5b
1232A	No	California Creek (unclassified water body)	bacteria	5b
1240	No	White River Lake	sulfate	5b
1241	No	Double Mountain Fork Brazos River	bacteria	5b
1241	No	Double Mountain Fork Brazos River	total dissolved solids	5b
1241B	No	Lake Alan Henry (unclassified water body)	mercury in edible tissue	5c
1242F	No	Pond Creek (unclassified water body)	bacteria	5b
1245F	Yes	Alcorn Bayou (unclassified water body)	bacteria	5b
1245I	Yes	Steep Bank Creek (unclassified water body)	bacteria	5b
1248	No	San Gabriel/North Fork San Gabriel River	chloride	5b
1255D	No	South Fork North Bosque River (unclassified water body)	bacteria	5b
1255I	No	Dry Branch (unclassified water body)	bacteria	5b
1304A	No	Linnville Bayou (unclassified water body)	bacteria	5b
1402C	No	Buckners Creek (unclassified water body)	depressed dissolved oxygen	5c
1402H	No	Skull Creek (unclassified water body)	bacteria	5b
1403A	No	Bull Creek (unclassified water body)	depressed dissolved oxygen	5c
1407A	No	Clear Creek (unclassified water body)	sulfate	5c
1407A	No	Clear Creek (unclassified water body)	total dissolved solids	5c
1407A	No	Clear Creek (unclassified water body)	pH	5c
1407A	No	Clear Creek (unclassified water body)	aluminum in water	5c
1412B	No	Beals Creek (unclassified water body)	bacteria	5b
1412B	No	Beals Creek (unclassified water body)	selenium in water	5c
1413	No	Lake J B Thomas	total dissolved solids	5c
1803B	No	Sandies Creek (unclassified water body)	impaired macrobenthic community	5b
1803B	No	Sandies Creek (unclassified water body)	impaired fish community	5b
1803F	Yes	Denton Creek (unclassified water body)	bacteria	5b
1803G	Yes	Sandy Fork (unclassified water body)	bacteria	5b
1806D	No	Quinlan Creek (unclassified water body)	bacteria	5a
1806E	No	Town Creek (unclassified water body)	bacteria	5a
1811A	No	Dry Comal Creek (unclassified water body)	bacteria	5b
1814	No	Upper San Marcos River	total dissolved solids	5c
1902B	No	Salatrillo Creek (unclassified water body)	bacteria	5b
1903	No	Medina River Below Medina Diversion Lake	bacteria	5b
1911B	No	Apache Creek (unclassified water body)	bacteria	5a
1911C	Yes	Alazan Creek (unclassified water body)	bacteria	5a
1911D	Yes	San Pedro Creek (unclassified water body)	bacteria	5a

SegID	New SegID?	Segment Name	Parameter	Category
2103	No	Lake Corpus Christi	total dissolved solids	5c
2104	No	Nueces River Above Frio River	impaired fish community	5c
2104	No	Nueces River Above Frio River	impaired macrobenthic community	5c
2107	No	Atascosa River	impaired macrobenthic community	5b
2201	No	Arroyo Colorado Tidal	DDE in edible tissue	5a
2201B	Yes	Unnamed Drainage Ditch Tributary (B) in Cameron County Drainage District #3 (unclassified water body)	bacteria	5c
2202B	No	Unnamed Drainage Ditch Tributary (B) to S Arroyo Colorado (unclassified water body)	bacteria	5c
2203	No	Petronila Creek Tidal	bacteria	5c
2306	No	Rio Grande Above Amistad Reservoir	sulfate	5c
2306	No	Rio Grande Above Amistad Reservoir	total dissolved solids	5c
2306	No	Rio Grande Above Amistad Reservoir	chloride	5c
2421A	No	Clear Lake Channel (unclassified water body)	PCBs in edible tissue	5a
2421A	No	Clear Lake Channel (unclassified water body)	dioxin in edible tissue	5a
2422	No	Trinity Bay	PCBs in edible tissue	5a
2422	No	Trinity Bay	dioxin in edible tissue	5a
2422B	No	Double Bayou West Fork (unclassified water body)	PCBs in edible tissue	5a
2422B	No	Double Bayou West Fork (unclassified water body)	dioxin in edible tissue	5a
2422D	No	Double Bayou East Fork (unclassified water body)	PCBs in edible tissue	5a
2422D	No	Double Bayou East Fork (unclassified water body)	dioxin in edible tissue	5a
2423	No	East Bay	PCBs in edible tissue	5a
2423	No	East Bay	dioxin in edible tissue	5a
2423A	No	Oyster Bayou (unclassified water body)	PCBs in edible tissue	5a
2423A	No	Oyster Bayou (unclassified water body)	dioxin in edible tissue	5a
2424	No	West Bay	PCBs in edible tissue	5a
2424	No	West Bay	dioxin in edible tissue	5a
2424A	No	Highland Bayou (unclassified water body)	dioxin in edible tissue	5a
2424A	No	Highland Bayou (unclassified water body)	PCBs in edible tissue	5a
2424D	No	Offatts Bayou (unclassified water body)	dioxin in edible tissue	5a
2424D	No	Offatts Bayou (unclassified water body)	PCBs in edible tissue	5a
2425	No	Clear Lake	dioxin in edible tissue	5a
2425	No	Clear Lake	PCBs in edible tissue	5a
2425A	No	Taylor Lake (unclassified water body)	PCBs in edible tissue	5a
2425A	No	Taylor Lake (unclassified water body)	dioxin in edible tissue	5a
2425B	No	Jarbo Bayou (unclassified water body)	dioxin in edible tissue	5a
2425B	No	Jarbo Bayou (unclassified water body)	PCBs in edible tissue	5a

2010 Water Bodies and Impairments Added to the Texas 303(d) List

SegID	New SegID?	Segment Name	Parameter	Category
2425D	Yes	Taylor Bayou (unclassified water body)	PCBs in edible tissue	5a
2425D	Yes	Taylor Bayou (unclassified water body)	dioxin in edible tissue	5a
2426C	Yes	Goose Creek Tidal (unclassified water body)	dioxin in edible tissue	5a
2426C	Yes	Goose Creek Tidal (unclassified water body)	PCBs in edible tissue	5a
2430A	Yes	Crystal Bay (unclassified water body)	PCBs in edible tissue	5a
2430A	Yes	Crystal Bay (unclassified water body)	dioxin in edible tissue	5a
2431	No	Moses Lake	dioxin in edible tissue	5a
2431	No	Moses Lake	PCBs in edible tissue	5a
2431A	No	Moses Bayou (unclassified water body)	PCBs in edible tissue	5a
2431A	No	Moses Bayou (unclassified water body)	dioxin in edible tissue	5a
2432	No	Chocolate Bay	PCBs in edible tissue	5a
2432	No	Chocolate Bay	dioxin in edible tissue	5a
2432C	No	Halls Bayou Tidal (unclassified water body)	dioxin in edible tissue	5a
2432C	No	Halls Bayou Tidal (unclassified water body)	PCBs in edible tissue	5a
2437	No	Texas City Ship Channel	PCBs in edible tissue	5a
2437	No	Texas City Ship Channel	dioxin in edible tissue	5a
2439	No	Lower Galveston Bay	PCBs in edible tissue	5a
2439	No	Lower Galveston Bay	dioxin in edible tissue	5a
2453C	No	Arenosa Creek (unclassified water body)	bacteria	5b
2481CB	Yes	Corpus Christi Bay (Recreational Beaches)	bacteria	5a
2491	No	Laguna Madre	bacteria	5c
2494	No	Brownsville Ship Channel	bacteria	5c
2494A	No	Port Isabel Fishing Harbor (unclassified water body)	bacteria	5c
2501	No	Gulf of Mexico	bacteria	5c

Attachment #4: Example of Annual Water Pollution Report

2011

WATER WATCH

A BRIEFING OF WATER ACTIVITIES PERFORMED FOR THE CITY OF FRIENDSWOOD

GALVESTON COUNTY HEALTH DISTRICT

Attachment #5: Public Outreach Brochures

Public Outreach Brochures

- Clean Water
- Take Care of Texas
- Caring for the Coast
- Beach Watch
- Reduce, Reuse, Recycle, Rebuy
- Water Supply and Water Quality
- Keep Texas Beautiful
- Galveston County Health District
- After the Storm
- You Can Protect our Drinking Water
- Getting the Word Out- Construction Sites
- Construction Site Storm Water Permit Coverage
- Lend a Hand (Dumping)
- Auto Repair Industry BMP
- Illegal Discharges into the Storm Water Sewer System

Attachment #6: Storm Water MS4 Pollution Control Order

Storm Water Management Plan

Storm Water MS4 Pollution Control Order

Erosion and Sediment Control; Illicit Discharge; and Post-Construction

Galveston County Health District

AGENDA ITEM #8

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	11/1/12	**Department**	County Clerk		
Renewal Contract	yes	**Orgkey**	2102-114020	**Object Code**	5423701
Contract Start Date	10/1/2012	**Vendor**	Manatron Inc		
Contract End Date	9/30/2013	**Vendor No**	709726	**Contract No**	
Description	Annual Maintenance and Software Support (Renewal)				
Contract # Issued By Purchasing		CM13049	**Requested Legal Review**		Yes _____ No _____

Fund Name	Fund #	FY13 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
Maintenance Contracts		48,600		$71,490 58			
Totals		-	-	71,491	-		
Total Cost	$71,490 58						

Approved By	Date	Signature
Department Head		Dwight A. Sullivan 11-5-12
Purchasing Agent	11-5-2012	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office 11/5/2012

Form Number

MANATRON

INVOICE

Invoice	INVC045720
Date	10/16/2012
Page	1
Acct#	4308600
Reference	OCT21804A/18968

Please Remit Payment to
Manatron, Inc
PO Box 71275
Chicago, IL 60694-1275
Toll Free 1 866 471 2900

BILL TO

GALVESTON COUNTY CLERK
ATTN MAE ROSS
600 59TH STREET

GALVESTON TX 77551

SHIP TO

GALVESTON COUNTY CLERK
ATTN MAE ROSS
600 59TH STREET

GALVESTON TX 77551

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
ANTHEM-S		1	$49,131 01	$49,131 01
AI INDEX-S		1	$16 428 51	$16,428 51
AI REDACTION-S		1	$1,535 82	$1,535 82
JAVA VIEWER-S		1	$397 62	$397 62
PRINT ACCELERATOR-S		1	$397 62	$397 62
ERECORDING-S		1	$3,600 00	$3 600 00

FOR THE PERIOD OF 10/01/2012-09/30/2013

Subtotal	$71,490 58
Tax	$0 00
Total	$71,490 58

PLEASE REMIT ONE COPY WITH YOUR PAYMENT
THANK YOU!

MANATRON
A Thomson Reuters Business

Maintenance and Support Schedule
and/or Note Schedule

For Internal Use Only
0018968
10/15/2012
MAN10ANN-1

ACCT# 4308600

GALVESTON COUNTY CLERK
ATTN MAE ROSS
600 59TH STREET

GALVESTON TX 77551

OCT-SEPT

1 00	CY	ANNUAL MAINTENANCE & SUPPORT	[illegible]	[illegible]
1 00	PER	THE PERIOD 10/1/12-9/30/13 IN	[illegible]	[illegible]
1 00	CONT	CONTRACT UPGRADE FOR	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1 00	CON	CONTRACT SOW DATED 4/2/06 FOR	$0 00	$0
1 00	AI REDACTION S	Manatron aiREDACTION Sys Spt	$2,535 82	[illegible]
1 00	CON	CONTRACT #TX010109GC-A FOR	$0 00	$0 00
1 00	PUB ACCESS ECOMMERCE-S	Manatron Public Access eCommerce Spt *INCLUDE	$0 00	$0 00
1 00	JAVA VIEWER-S	Manatron ViewOne Sys Spt (1)	$397 62	$397 62
1 00	PRINT ACCELERATOR-S	Manatron Print Accelerator Spt (1)	$397 62	$397 62
1 00	CON	CONTRACT #TX040210GC FOR	$0 00	$0 00
1 00	ERECORDING-S	Manatron eRecording Support	$3 600 00	$3,600 00

Subtotal	$71,490 58
Tax	0 00
Total	**$71,490 58**

MANATRON
A Thomson Reuters Business

Maintenance and Support Schedule and/or Note Schedule

For Internal Use Only
0018968
10/15/2012
MAN10ANN-Y

ACCT# 4308600

GALVESTON COUNTY CLERK
ATTN. MAE ROSS
600 59TH STREET

GALVESTON TX 77551

OCT-SEPT

1 00	SY	ANNUAL MAINTENANCE & SUPPORT	$0 00	$0 00
1 00	PER	THE PERIOD 10/1/12-9/30/13 FOR	$0 00	$0 00
1 00	CON	CONTRACT UPGRADE FOR	$0 00	$0 00
1 00	ANTHEM-S	Manatron Anthem Imaging Spt	$49,131 01	$49,131 01
1 00	AI INDEX-S	Manatron aiINDEXING Sys Spt	$16,428 51	$16,428 51
1 00	CON	CONTRACT SOW DATED 4/2/08 FOR	$0 00	$0 00
1 00	AI REDACTION-S	Manatron aiREDACTION Sys Spt	$1,535 82	$1,535 82
1 00	CON	CONTRACT #TX040109GC-A FOR	$0 00	$0 00
1 00	PUB ACCESS ECOMMERCE-S	Manatron Public Access eCommerce Spt *INCLUDE	$0 00	$0 00
1 00	JAVA VIEWER-S	Manatron ViewOne Sys Spt (1)	$397 62	$397 62
1 00	PRINT ACCELERATOR-S	Manatron Print Accelerator Spt (1)	$397 62	$397 62
1 00	CON	CONTRACT #TX040210GC FOR	$0 00	$0 00
1 00	ERECORDING-S	Manatron eRecording Support	$3,600 00	$3,600 00

Subtotal	$71,490 58
Tax	$0 00
Total	**$71,490 58**

- - - - - - - - - - -

Upon motion of Commissioner Lamb, seconded by County Judge Yarbrough, and carried, It is Ordered by the Court that execution of Notice of Assignment of All Hart Records Management Contracts Only (does not include Hart Elections or Hart Print Contracts, if any) be and is approved

12

HART intercivic

August 29, 2007

The Honorable Mary Ann Daigle County Clerk
Galveston County, Texas
59th Street, #2001
Galveston Texas 77551

Re Notice of Assignment of All Hart Records Management Contracts Only (Does not include Hart Elections or Hart Print Contracts, if any), including

"*Software Sublicense Agreement*," dated May 15, 2002, and "*eGovernment Statement of Work*," dated March 24, 2004, for the comprehensive overhaul of the County's server component of the proposed system, and "*Records Conversion for Film Scanning and Conversion Into Anthem*," dated August 10, 2006

Dear Ms Daigle,

Hart InterCivic, Inc ("***Hart***") has negotiated an asset acquisition agreement with Manatron, Inc ("***Manatron***"), which provides for the sale of the assets of Hart's records management business (the "***Asset Sale***") The closing of the Asset Sale was August 20 2007, with an effective date of September 1, 2007

Accordingly, Hart hereby respectfully requests that you (i) affirm that this letter constitutes authoritative and conclusive written evidence of change of parties as may be required by the Agreement, (ii) provide your affirmative consent to the Assignment, (iii) affirm that the Agreement is presently in effect and will remain in effect as to Manatron after the closing of the proposed Asset Sale on the same terms and conditions as prior to the closing, and (iv) waive any notice period for obtaining said affirmations that may be required by the Agreement

If you agree to the foregoing affirmations and waiver requested by Hart, please confirm your agreement by having a duly authorized representative countersign this letter in the space indicated on the second page Please fax the signed consent to L Michael Gay at 512-262-6466, as soon as practicable, and return the original signed consent to Hart in the enclosed FedEx envelope

After the effective date of the Asset Sale on September 1, 2007, your contact at Manatron will be Mr Bill McKinzie, President and COO Please feel free to contact Mr McKinzie at 866-471-2900 if you have any questions concerning this letter Thank you for your cooperation in this matter, it is appreciated

Respectfully,

Ted Simmonds, Senior Vice President & CFO
Hart InterCivic, Inc

Hart InterCivic Inc P O Box 88649 Austin TX 78708 0649 800 223 HART Fax 800 831 1465
info@hartic com www hartintercivic com

Signature Page

Hart InterCivic, Inc.

By _____

Name Ted Simmonds

Title Senior Vice President & CFO

ATTEST:

_____

Mary Ann Daigle, County Clerk

ACKNOWLEDGED AND AGREED

Galveston County, Texas

By _____

Name James D. Yarbrough

Title County Judge

Date September 12, 2007

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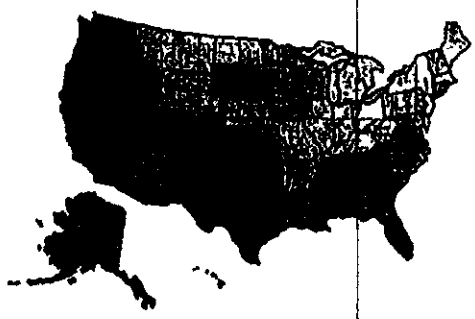
MANATRON
The power to manage well

Manatron, Inc.

PA 2.7 with eCommerce
Galveston County, TX

Statement of Work - TX040109GC, Exhibit A
4/1/2009



Upgrade to Public Access (PA) 2.7 with eCommerce

Purpose:

Manatron has developed a new version of the web Public Access software called Public Access 2.7. The design of Public Access 2.7 is strategically positioned to upgrade and standardize all prior versions of Public Access used by the Anthem and A2 platforms under a single release To support this upgrade specific underlying 3rd party software will need to be purchased

Solution.

County responsibilities include the following

1. Fill out the PA 2 7 configuration worksheet and provide to Manatron upon project kick off. (sample worksheet attached at end of this document)
2. Provide access to an existing server to support URL for internal public access.
3. Provide VPN access to the development team for conducting the upgrade
4. Test the upgraded Public Access 2.7 maintenance release
5. Provide any necessary training to external customers.

Manatron Responsibilities include the following:

1. Purchase and install one ViewOne Print Accelerator license and one Java Viewer.
2. Install and configure the Public Access 2.7 maintenance release.
3. Deliver soft copy release notes

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope and pricing of this change order.

1. Assumes Public Access 2.7 is being installed for both internet external public researchers and for internal public research stations which are currently installed with an Anthem Power User configuration.
2. The third party licenses purchased to support Public Access are per URL licenses Manatron is purchasing these licenses for both the internal and external URL's
3. The standard version of Public Access 2.7 x will be installed and will include support for ecommerce convenience fees. This change order does not include any customizations of this product
4. A half day of training is included for training County Clerk staff and key public researchers. Services for the installation are part of the regular maintenance program.
5. Internal public access will utilize an existing server. One URL license of ViewOne's Print Accelerator and Java Viewer will be installed on this server.
6. Public Access 2.7 supports eCommerce transactions to purchase online copies of official records with the merchants Chase Paymentech and PayPal. Manatron will integrate with the aforementioned established merchants provided set-up occurs at the time of installation of Public Access 2 7 Please note that merchant charges for new e-commerce accounts are not included as part of this SOW In addition, integration with a merchant other than Chase or PayPal would require a change order for custom services

7. The purpose of the SSL certificate is to allow for secure payment transactions over the web. The County will need to purchase an SSL certificate. The cost of an SSL certificate is not included.
8. If the County chooses to utilize the new email functionality (for emailing items such as receipts, images, etc.), the County will be required to configure the server for email and provide Manatron with the appropriate information for setup The County may also request additional services for Manatron to assist in configuring the email server, at additional cost (not included unless otherwise specified).
9. The existing client server public access licenses will be removed from the public stations. Software support will be discontinued for these licenses and the cost of this support will be reflected in the next renewal of the Anthem Service Level Agreement.

Change Management Process:

This proposal is offered and priced within the express scope of the Manatron suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at the standard hourly rate (minimum of one hour).

Project Costs:

Upgrade to Public Access 2.7 with eCommerce • Anthem PA 2 7 upgrade included under SLA • One (1) Print Accelerator & Java Viewer license • 1st year support for Print Accelerator & Java Viewer licenses • Implementation services includes eCommerce setup • Implementation also includes ½ day training for County staff and key researchers		 $2,820.00 $761 00 $5,520 00
Total Cost		**$9,101.00**

Billing Milestones:

Milestone 1 – 100% with signing of Acceptance Form #1, Public Access 2.7 Installation

SIGNATURES

We, the undersigned, accept this Statement of Work as a stable work product to be used in the delivery of the project described herein Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process

This Statement of Work will confirm your request of hardware, software and/or services as outlined and at the price indicated.

Signatures:

County:

Galveston County
600 59th Street, Suite 2001
Galveston, TX 77551

By: _____

Printed Name: Patrick F. Doyle

Title: Acting County Judge

Date: April 15, 2009

Manatron:

Manatron, Inc
1807 Braker Lane, #400
Austin, TX 78758

By: _____

Printed Name: Greg Effrein

Title: VP, Records Mgmt

Date: 4/20/09

4/23/09

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MANATRON

Manatron, Inc.

eRecording
Galveston County, TX

Statement of Work - TX040210GC
4/02/2010

Prepared by
John Rickerby

© 2010 Manatron, Inc

TX040210GC

Manatron, Inc
1807 West Braker Lane
Suite 400
Austin, Texas 78758
Phone 866 917.4354 • Fax 512 252 6511
www manatron.com

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	Part Number	REV A
	Part Name	
	File Name	

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Project Summary

Project.	Implementation of Anthem eRecording Module for Galveston County, Texas
Project Site.	Galveston County Clerk 600 59th Street, Suite 2001 Galveston, TX 77551
County Contact(s):	Mary Ann Daigle, County Clerk Dick Dickinson, IT
Target Date of Implementation:	Estimated start date within 30 days of contract signing Detailed schedule with agreed-upon dates to be delivered during project planning phase
Scope.	Process and Requirements Review, Software Implementation, Software Configuration and Testing, Training, and Support
Technology.	**Hardware** The County will utilize the existing Web server hardware based on Manatron's recommended configuration requirements **Software** (see following table for software licenses included) The County will receive the standard Texas State configuration of the Manatron Anthem eRecording module Deliverables outside the current functionality of the standard Anthem suite may be subject to additional development and configuration, which may be accompanied by additional charges Any changes or additions to these deliverables will need to adhere to Manatron's Change Management Process

This Statement of Work outlines deliverables, assumptions, and scope of work for implementing Manatron's eRecording module In response to the initial analysis phase of this project, Manatron, Inc, hereinafter referred to as "Manatron," and Galveston County, Texas, hereinafter referred to as the "County," will mutually agree upon a formalized project schedule

Project Overview

Software

Item	Description	Number of Users	Comments
Manatron eRecording Module for Anthem	• The Filer component of the eRecording module • The Image Quality Assurance (IQA) component of the eRecording module • Integration of the eRecording module with the existing Anthem application	Unlimited user licenses	One license per County/server user Assumes Manatron standard software configuration for the state
Submitter Software	Manatron will not provide any submitter software	N/A	County may incur some additional fees for qualification of submitter software for use with Anthem
Other	128 SSL Certificate	N/A	County will need to provide an SSL certificate

Existing Hardware

The following list of existing County hardware will be utilized for this implementation

Item	Description	Quantity	Comments
Server(s)	Web server	1	The County will utilize the existing PA Web Server Assumes this server has an external IP address

Implementation Services

Per this SOW, the following services will be provided for this project

Description	Comments
Project Management	Manatron Account Manager – Randy Ray Project stakeholders will be identified in the Project Execution Plan during the planning phase of the project
Hardware Requirements	The County will utilize the existing PA Web Server Assumes this server has an external IP address
Software Configuration and Quality Assurance	Manatron will configure and test the Filer component of the eRecording module
Training – maximum of ½ day, one trainer	Remote, instructor-led Includes user guide
Support – maximum of 1 day, one trainer	Remote assistance, troubleshooting, and support
Documentation	Standard Manatron documentation for user manuals, business process analysis and project management

Project Implementation

Purpose Statement

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies Manatron's and the County's project responsibilities It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the method to be used to control scope, quality, and costs Mitigation is defined for any significant project risks that have been identified

The purpose of this project is to provide the County with Electronic Recording capability integrated with the Anthem recording system in a manner that relieves, reduces, or speeds activities associated with County tasks of document reception, document scanning, and document indexing

There are four main processing components required by the Manatron Electronic Recording (eRecording) module

- Submitter software,
- Filer software,
- Image quality assurance (IQA) software, and

- OPR recording system integration

Submitter Information

Manatron has not been contracted by the County to provide the Submitter software and it will not be included as a deliverable item in this project The County is responsible for getting set up with a submission vendor Manatron will provide up to eight (8) hours of support for submitter set-up All other components listed previously are within the scope of this project

Popular submission vendors used are Simplifile and ACS, among others For recommendations, please contact the Manatron project manager

Submission Vendor's XML files must adhere to Property Records Industry Association (PRIA) standards as documented on the PRIA website (http //www pria us/)

Project Phases

The project will be deployed rapidly and will be administered in the following phases

- Product review and implementation planning,
- Installation and integration of the eRecording module with Anthem,
- Documentation,
- Specialized remote training (1/2 day),
- Implementation,
- Remote support (1 day)

Scope Statement

This project is responsible for the implementation, integration, and remote support of the Electronic Recorder (eRecording) module for the Anthem software Specifically this project will

- Provide the installation and integration of the Filer, Image Quality Assurance (IQA), and Administrative components of the eRecording module with Anthem per the requirements and specifications included as Attachment 4 of this Statement of Work
- Provide technical documentation of the interface requirements for the eSubmitter component for the eRecording module This documentation will include the following
    - Developer's Guide – contains information about the server to log into, the port to use, the protocol to use, how to upload files, and how to pick up the return file that will contain status information (accepted or rejected with reason for rejection)
    - XSD Document – contains information as to what the elements in the XML document need to be This document shows information like document type, grantors, grantees, etc The XSD will define the legal building blocks of the XML document It will define the document structure with a list of legal elements

- Sample Level Three Documents - conform to submission interface requirements, will be provided in electronic form One set of samples will have correct indexing information and the corresponding result of filing acceptance will be provided The second set of examples will have missing or invalid indexing information and the corresponding result of filing rejection will be provided
- Link to Manatron web page that can be provided to submitter to assist them in creating and testing their software

- Provide documentation for the user and administrator functions of the eRecording module
- Provide ½ day of remote user training for the eRecording module to include the administrative functions as well as information on the processes, functions, and features of the software
- Provide 1 day of remote support for implementation (Go-Live)

Assumptions and Constraints

- The eRecording module will be accepted "as-is." Any changes to the software functions will require a Change Request and are subject to additional fees
- Any disputes in functionality prior to the Go-Live acceptance will abort the project All differences will be reconciled in writing before the project is rescheduled
- All eRecording module documentation is provided "as-is "
- The project schedule is subject to resource availability and may run slightly longer than indicated depending on when the County accepts this Statement of Work
- The County will provide an SSL Certificate to facilitate eRecording Any additional fee or effort is not included in this SOW pricing.
- Complete appropriate backups of the Manatron system on the County server must be reviewed and approved by County personnel before transfer work may begin
- Access to the County facilities must be available to the Manatron project team members for the entire duration of the Manatron visit Scheduled hours are to be agreed upon prior to arrival
- High-speed remote access to the County Recorder application and database server(s) must be provided to the Manatron project team members at agreed-upon times of development, testing, and installation The date and times of the required access will be scheduled between Manatron and the County
- The County will require its staff to attend scheduled training sessions
- Only Group IV TIF files of 300 dpi will be accepted
- There will be a 6 megabyte limit on the XML file batch size
- Submission Vendor's XML files must adhere to Property Records Insurance Association (PRIA) standards as documented on the PRIA website (http //www pria us/)

County Responsibilities

- Approve use of existing PA Web Server for eRecording
- Test submissions internally and with submission vendors, submit documents to test environment, do testing with submission vendor

- Complete the eRecording Questionnaire provided by Manatron (implementation cannot continue without completion of the questionnaire)
- Contact submission vendors, get set up with the submission vendor
- Create Memorandums of Understanding (MOU's) and verify internal process (County Attorney, Commissioners, etc); ensure that all three parties (County, Manatron, and Submitter) have signed the MOU
- Register DNS Domain for TEST and PROD systems
- Provide DNS Domain information to Submitters for testing
- Set up user accounts for eRecording in Anthem (see Admin Guide)
- Set up users for eRecording in Anthem
- Set up user and admin security for eRecording in Anthem (see Admin Guide)
- Provide submitters with a valid list of document types (this information can be printed from Anthem)
- Make the following ports accessible· TEST (35500) and PROD (15500)
- Provide network connection to Production Server firewall setting
- Provide public IP address and URL.
- Must have Windows Server 2003 and NET 1 1 for MS SQL and ODP NET 9 2 for Oracle users at a minimum.
- Choose a Recording Stamp style from options provided by Manatron within this SOW and in the eRecording Questionnaire The fields available for label creation are instrument number, book type, book page, time received, recording fee, transfer tax, number of pages recorded, pcor ID, module ID, pcor file, first notary, rejection reason, submitter (for Anthem customer contact information, not title company), document type, file page, intangible tax, mortgage tax, deed documentary tax, receipt number, and non-standard fee

Implementation Deliverables

Deliverables refer to what a project is to produce With this eRecording project, the deliverables fall into four categories· Software Deliverables, Training Deliverables, Documentation Deliverables, and Project Management Deliverables

Software Deliverables

- The Filer component of the eRecording module,
- The Image Quality Assurance (IQA) component of the eRecording module,
- Integration of the eRecording module with the existing Anthem application

Training Deliverables

Each appropriate staff member will be provided with training and appropriate documentation for all topics The Manatron Subject Matter Expert (SME) shall provide appropriate staff members with training on enrolling and authorizing eRecording user groups as well as training on the eRecording processes, functions, and features All training will be completed during a half-day remote session

Documentation Deliverables

The following documentation will be delivered prior to completion of the project

- Interface documentation for the eSubmitter component requested for eRecording
- Developer's Guide – contains information about the server to log into, the port to use, the protocol to use, how to upload files, and how to pick up the return file that will contain status information (accepted or rejected with reason for rejection)
- XSD Document – contains information as to what the elements in the XML document need to be This document shows information like document type, grantors, grantees, etc The XSD will define the legal building blocks of the XML document It will define the document structure with a list of legal elements
- Sample Level Three Documents - conform to submission interface requirements, these will be provided in electronic form. One set of samples will have correct indexing information and the corresponding result of filing acceptance will be provided The second set of examples will have missing or invalid indexing information and the corresponding result of filing rejection will be provided
- Training Materials – class documents (operating instructions for the eRecording module), quick reference instruction sheets (if applicable), and system hotkey lists (if applicable)
- Project Management Documentation – Project Execution Plan, status reports, and project schedules

Project Management Deliverables

- Project schedule;
- Status reports,
- Change requests,
- Risk management;
- Updated project plans

Stakeholders

County Project Sponsors – Mary Ann Daigle, County Clerk
The County Project Sponsor is the individual who provides the authority necessary to implement the project and who ensures success

Responsibilities include
- Facilitating issue resolution and change management,
- Final decision-making authority on County issues,
- Resolving County issues

County Project Manager – Dick Dickinson, IT

The County Project Manager is the individual who provides the authority necessary to implement the project and who ensures success

Responsibilities include
- Reviewing milestone acceptance criteria and acknowledging completion,
- Facilitating access to key County application and technical support personnel,
- Coordinating and overseeing County responsibilities,
- Assigning County personnel to project tasks that are the County's responsibility

County Technical Subject Matter Expert – Dick Dickinson, IT

The County Technical Subject Matter Expert will act as the technical expert for the County IS department, working with the County Project Sponsor and Project Manager for approval and direction

Responsibilities include
- Execution of County technical tasks,
- Overseeing all technical environment issues (network, connectivity, power, etc),
- Preparing site prior to software installation;
- Providing technical support to County users

Manatron Account/Project Manager – Randy Ray, Account Manager

The Manatron Account Manager will act as the liaison between the County and Manatron as well as direct project team members

Responsibilities include.
- Monitoring project execution against the baseline project plan,
- Reporting project status, including schedule, risks, and issues,
- Managing change control, risk, and issues;
- Maintaining staffing plan and project timeline,
- Developing and maintaining project plans consisting of scope, schedule, cost, communication, and risk;
- Coordinating and directing day-to-day activities as well as monitoring project execution against the baseline project plan -

Manatron Implementation Team

Manatron Imaging Consultants/Trainers

The Manatron Imaging Consultant's responsibilities include (remotely)
- Training County employees,
- Providing support on date of implementation ("Live Day")

Manatron Development Specialists

The Manatron Development Specialists' responsibilities include
- Installation of software to server,
- Testing of eRecording software

Agreement to Statement of Work and Billing Milestones:

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process

This Statement of Work will confirm the County's request for software and services as outlined and at the prices indicated This will be an Addendum to any existing agreement(s) with Manatron, and all the terms and conditions of that agreement(s) will pertain

Project Price

Anthem eRecording Module
• Anthem eRecording base system license
  o Requires a web server
  o Can share server with Anthem Internet Public Access
• Configurable submitter access
• Implementation Services
  o Installation, setup, and training
  o Project Management
	$18,000 00
	
	$11,072.00

Total One-Time Fees	$29,072 00

An additional $3,600 00 annual maintenance fee will be included as a line item in the County's next maintenance invoice and is subject to the terms of the installation agreement The interim period extending from the first of the month next following Go-Live to the beginning of the next maintenance period will be pro-rated on a monthly basis, not to exceed $3,600 00 This pro-rated maintenance will be due and payable upon completion of configuration and training

Billing Milestones

Milestone 1 – 50% of services price upon official project kick-off meeting ($5,536 00)

Milestone 2 – 100% of software price upon completion of initial set-up of the software into a test environment ($18,000 00)

Milestone 3 – 50% of services price ($5,536 00) and any pro-rated maintenance upon completion of configuration and training

Signatures

County:

Galveston County
600 59th Street, Suite 2001
Galveston, TX 77551

By: [signature]

Printed Name: James D. Yarbrough

Title: County Judge

Date April 21, 2010

Mary Ann Wright, County Clerk

Manatron:

Manatron, Inc
1807 Braker Lane, #400
Austin, TX 78758

By [signature]

Printed Name John R. Hansen

Title V.P. of Risk Management

Date 4/22/10

This agreement is not effective until executed by all parties.

AGENDA ITEM #9

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/20/2012	2 Contract Type Expense Revenue Other		3 Renewal Contract Yes / No
4 Department Name Professional Services		5 Department Contact Mc / Trammell	
6 Description Lobbying			
7 IFAS PEID No	8 IFAS Req No	9 Orgkey 1101 110000	10 Object Code 5481000
11 Vendor Van Scoyoc Assoc.		12 Vendor Contract No	
13 Requested Legal Review Yes / No (Explain if No) renewal			

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Gen. Fund	1101	45,400	45,400				
22 Totals			-	-		-	

To Be Completed By Purchasing Department

Contract Start Date [illegible]	Auto Renewal Contract Yes / No	Bid No
Contract End Date	Contract # Issued By Purchasing	

Approved By	Signature	Date
Department Head		
Purchasing Agent		
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office [signature] 11/20/2012

Form Number

Revised 9/25/2012

VAN SCOYOC
ASSOCIATES

MEMORANDUM OF AGREEMENT

Galveston County, Texas ("the County") hereby retains Van Scoyoc Associates, Inc ("VSA") to provide comprehensive Federal lobbying services, with a particular focus on federal initiatives which may have an impact on County policies and programs VSA undertakes to monitor and evaluate these issues and to advise the County on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan VSA will perform such services with regard to those issues as are mutually agreed to between VSA and the County

It is understood that VSA may be required to register for work performed on behalf of the County under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq) and any subsequent laws or regulations

In consideration of the performance of these services, from October 1, 2012 thru September 30, 2013, the County shall pay to VSA the sum of $3,825 00 per month, with such payments due monthly and in advance Reasonable expenses actually incurred in the performance of services under this Agreement and directly attributable thereto are included in the retainer Any pre-approved long distance travel shall also be paid by the County The County represents and warrants that these payments shall not be made with federally appropriated funds Sums owed by the County to VSA shall accrue interest at a rate of 1 5% per month if unpaid after ninety (90) days

This Agreement shall not be assignable by either party

This Agreement shall become effective October 1, 2012 and shall continue in effect until September 30, 2013

This Agreement shall be deemed to be a contract made under the laws of the District of Columbia and for all purposes shall be construed in accordance with said laws In the event of a dispute between the parties, they mutually consent to jurisdiction in the Superior Court for the District of Columbia The prevailing party shall be entitled to costs and interest on any award at the rate of 1 5% per month to run from ten business days after the date of the award

VAN SCOYOC ASSOCIATES, INC

Date 11/16/12 By _____
H Stewart Van Scoyoc, President

THE COUNTY OF GALVESTON

Date November 27, 2012 By _____
Mark Henry, Galveston County Judge

ATTEST DWIGHT D. SULLIVAN, GALVESTON COUNTY CLERK
By Brandy Chapman Deputy
Brandy Chapman

AGENDA ITEM #10

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/21/2012	2 Contract Type Expense Revenue Other		3 Renewal Contract Yes / No
4 Department Name Professional Services		5 Department Contact Mel Tunnell	
6 Description Workers Comp Administration			
7 IFAS PEID No	8 IFAS Req No	9 Orgkey	10 Object Code
11 Vendor Littleton Group		12 Vendor Contract No	
13 Requested Legal Review Yes / No (Explain if No)			

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Self Ins	6/23	100,000	Less than $100,000				
22 Totals		-	-	-	-		-

To Be Completed By Purchasing Department

Contract Start Date	Auto Renewal Contract Yes / No	Bid No
Contract End Date	Contract # Issued By Purchasing:	

Approved By	Signature	Date
Department Head		
Purchasing Agent	not Available	
County Legal	Dan Gaynor	11/20/12
Contract listed in Budget Documentation Yes / No		
County Budget Office	[illegible]	11/21/2012

Form Number

Revised 9/25/2012

Workers' Compensation Services Agreement

This **Agreement** is between **The Littleton Group – Western Division, Inc. ("TLG")**, a State of Texas licensed Third Party Administrator, and **Galveston County**, a political subdivision of the State of Texas (**"Plan Sponsor"**) It is for the provision of those worker's compensation services respecting the **Galveston County Self-Funded Workers Compensation Program ("Plan")** that are listed in the "Workers Compensation Services Offered" exhibit attached hereto

1. Designated Representatives

The County's Designated Representative for all purposes of this **Agreement** is its **Director of Human Resources.**

TLG's Designated Representative for all purposes of this Agreement is Ray Luedke

2. Services to be Performed by TLG

TLG agrees to perform the workers compensation and other services set forth in the "Workers Compensation Services Offered" exhibit attached hereto Such services will, at a minimum, be performed as set forth in **TLG's** Proposal received by Plan Sponsor on July 23, 2012

TLG will, at its expense, operate and maintain such facilities and equipment and employ such personnel as are necessary for it to successfully provide these services

TLG shall have no responsibility or liability for funding **Plan Sponsor's** workers' compensation obligations Nor shall **TLG** be required to secure or continue any insurance coverage providing benefits

TLG shall not be liable for any recommendations concerning stop loss insurance carriers, nor for the quality of services provided by third party professionals, nor, with the exception of services provided by **The Littleton Group**, for the quality or nature of health care providers through health maintenance or preferred organizations, whether or not recommended by **TLG**

TLG shall not be responsible for maintaining the **Plan** or for ensuring **Plan Sponsor** is in compliance with Federal or State taxing statutes, ERISA, HIPAA, or health care continuation obligations ("COBRA obligations"), or for obtaining any tax benefits that may be available to the **Plan Sponsor** except to the extent specified in the "Workers Compensation Services Offered" Exhibit

TLG has no obligation to provide legal, actuarial or independent certified public accountant services **TLG** may, if it determines that such services are necessary or prudent, suggest that **Plan Sponsor** retain the services of such professional advisors, but **TLG** shall have no liability for the quality or cost of any services so provided

3 **Responsibilities of Plan Sponsor**

Plan Sponsor will perform those duties of an employer with respect to the workers compensation that are required by Texas workers compensation laws applicable to counties as political subdivisions of the State of Texas

Plan Sponsor, through its **Legal Department**, shall such provide legal services on behalf of **Plan Sponsor** as may be required in connection with contested case hearings and prosecution or defense of appeals from the **Texas Department of Insurance, Division of Workers' Compensation ("DWC").**

4 **Term**

The initial term of this agreement shall begin on September 1, 2012 (the "Effective Date") and end on August 31, 2015 unless sooner terminated as provided below Thereafter, this Agreement will be renewed on a year to year basis for an additional two years upon such terms and conditions, including the adjustment of fees, if any, as the parties agree to at the time of each renewal

Sixty

5 **HIPPA Privacy Rule Obligations**

The parties agree to execute and comply with the terms of the **TLG Privacy Rule Compliance Agreement** attached to this **Agreement**

6. **Plan Benefit Payments**

Plan Sponsor will provide such monies as are required of **Plan Sponsor** to adequately fund and perform those duties of an employer with respect to workers compensation that are required by Texas workers compensation laws, rules and regulations applicable to counties as political subdivisions of the State of Texas

All payments made by **TLG** on behalf of the **Plan Sponsor** will be made by checks drawn on a checking account established at Prosperity Bank, Galveston, Texas This checking account is funded by **Plan Sponsor.** It was established as a trust account by **Plan Sponsor's County Auditor** in accordance with Texas Local Government Code §157 002 **TLG** will abide by all rules relating to and governing the establishment, operation, and control of this account

TLG has no ownership interest in the checking account **TLG** also agrees that the sole purpose of the checking account is to pay physician, hospital, and related medical claims and Impairment Income and other workers compensation benefits that are due to eligible County workers' compensation claimants

TLG agrees that in the event of bankruptcy or receivership, TLG will not list the trust account as an asset

The checking account shall be styled **"TLG-Galveston County Self-Funded Workers'** Compensation Program Claims Account" **TLG** will be the sole signatory on the account All interest on the account will belong to **Plan Sponsor** and will be transferred monthly to **Plan Sponsor** by electronic funds transfer or by check issued on the trust account

TLG will, via facsimile, send the **County Auditor** and the **County Treasurer** a report of payments authorized on the account during the preceding week, if any This report will be sent every Monday In addition, if requested by Plan Sponsor, **TLG**, working with the **County Treasurer**, will provide a Positive Pay Check File as specified by Prosperity Bank, which is the **County's** Main Depository **TLG** will invoice **County** its actual cost as such cost is set forth in the attached Administration Exhibit Thirdly **TLG** will, upon request, timely provide the **County Auditor** and the **County Treasurer** such reports and data specified by either of them as being required for management of the trust account

The **County Auditor** and the **County Treasurer** will be responsible for performing monthly bank account reconciliations on the checking account

The **County Auditor** and the **County Treasurer** also have the unfettered right and authority to stop disbursement from the checking account and to retrieve checking account assets at such times either of them deem necessary or prudent

7 Fees

For its services rendered **TLG** will, during the initial term of this **Agreement**, be paid the fees set forth in the "Fee for Services" Exhibit(s) attached hereto Thereafter, **TLG** will be paid such fees as the parties mutually agree upon at the time of each renewal of this **Agreement.**

Prior to each renewal of this **Agreement TLG** will present any requested adjustment to **Plan Sponsor** during **Plan Sponsor's** budget cycle which occurs in July of each year This requirement is necessary in order to help ensure **Plan Sponsor** has adequately provided funding for **TLG's** services for each renewal period

TLG shall provide a monthly statement of fees to **Plan Sponsor. Plan Sponsor** will pay undisputed invoices on a monthly basis in accordance with Texas Government Code Chapter 2251

8. Disputed Invoices

In the event of a disputed invoice **Plan Sponsor** agrees to notify **TLG** in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice The Parties agree that only payment of the disputed amount may be retained by **Plan Sponsor** until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with Texas Government Code Chapter 2251 The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner

9. Termination

a Either party shall have the right to terminate this **Agreement** by written notice to the other upon the occurrence of any of the following

(1) The failure of either party to cure any monetary default (including failure to pay **TLG's** fees and charges or to properly provide for or pay allowed claims) within ten (10) business days after written notice thereof, or the failure to commence to cure any other default within fifteen (15) calendar days after written notice thereof

(2) Either party becomes insolvent, is adjudicated as bankrupt, its business comes into possession or control, even temporarily, of any trustee in bankruptcy, has a receiver appointed for it, or makes a general assignment for the benefit of creditors

(3) For convenience upon ninety (60) days prior written notice by either party, or

(4) in the event sufficient funds are not appropriated by **Plan Sponsor** to meet its fiscal or other obligations herein **Plan Sponsor** agrees to give **TLG** sixty (60) days written notice

prior to date of termination if this subparagraph is elected to be utilized by **Plan Sponsor**

b Upon the effective date of the expiration or early termination of this **Agreement** for any reason

(1) Each party will pay to the other parties all monies due to them under this **Agreement** within thirty (30) days after the effective date of the termination,

(2) **Plan Sponsor** will immediately cease to represent that **TLG** is a third party service provider for **Plan Sponsor** and shall cease to use **TLG's** documents, employee communications materials, systems, logo-types, service marks, trademarks, trade names, methods and techniques in any form,

(3) **Plan Sponsor** shall immediately advise **DWC,** its employee and workers compensation claimants of the termination of this **Agreement.**

(4) **TLG** will similarly cease to represent that it is a third party service provider for **Plan Sponsor;**

(5) **TLG** will immediately advise **DWC,** its employees, and Plan Sponsor's workers compensation claimants of the termination of this **Agreement;** and

(6) **TLG** shall, no later than the effective date of expiration or termination deliver, in an electronic format acceptable to **Plan Sponsor**, all of **Plan Sponsor's** records to **Plan Sponsor** or its designee as provided for in the "Books and Records" section of this **Agreement**

(c) If, for any reason, **Plan Sponsor** requests **TLG** to continue processing claims or to perform other services for or on behalf of **Plan Sponsor** after the effective date of termination of this **Agreement**, **TLG** will accommodate **Plan Sponsor's** request But, in that event, **TLG** shall be paid the fees provided for such post-termination services in the attached "Fees for Services" Exhibit(s)

(d) The obligations contained in this section survive the termination of this **Agreement**

10. Plan Changes

TLG agrees, from time to time, to advise **Plan Sponsor** of any changes to workers compensation laws, rules and regulations that may affect **Plan Sponsor** or **Plan Sponsor's** duties **TLG** will not be liable for the effect of any such changes unless such effect is caused as a result of **TLG's** failure to advise **Plan Sponsor** of such changes sufficiently in advance so as to enable **Plan Sponsor** to avoid, if possible, a detrimental effect

TLG will be required to implement, in a timely manner, such revisions, modifications, or additions to the services it provides under this **Agreement** as are required by legislative acts, or by **DWC** rules, or regulations governing workers' compensation as they affect counties in the State of Texas Should significant additional duties and responsibilities be imposed **TLG** by such revisions, modifications or additions, **TLG** will be paid such additional compensation to which the parties at that time mutually agree

11. Responsibility for Disputed Matters

TLG agrees to be responsible for such damages that occur as a result of any act or omission wherein **TLG** is adjudged or acknowledges it is guilty of negligence, willful misconduct or lack of good faith

TLG will use ordinary care and diligence in the performance of its duties under this **Agreement** **Plan Sponsor** understands that the services performed by **TLG** require the exercise of prudent judgment **Plan Sponsor** agrees that any such exercise of judgment shall not be deemed to be a failure to use ordinary care and diligence, so long as such exercise of judgment is not negligent, willful misconduct, or lack of good faith

TLG will not be liable for damages which are caused by **Plan Sponsor's** failure to timely notify **TLG**

TLG agrees to be responsible for and to promptly pay any **DWC** fines and/or penalties levied against **TLG** or **Plan Sponsor** caused by the performance or non-performance of any duty imposed on **TLG** under this Agreement

12. Indemnification.

TLG agrees to indemnify and hold harmless Plan Sponsor from and against any cost, damage, expense, loss, liability or obligation of any kind, resulting from negligence on the part of TLG including, without limitation, reasonable attorney's fees, which Plan Sponsor may incur in connection with TLG's furnishing of services provided by them under this Agreement. Said indemnity obligation shall be supported by the insurance limits set forth in this Agreement. TLG will provide a Certificate of Insurance naming Plan

Sponsor as certificate holder. The Certificate will provide that the insurance company will provide a minimum of ten days prior notice of cancellation, termination or modification of coverage. This requirement to provide insurance will not be construed to limit the amount of indemnification being given by TLG to Plan Sponsor by virtue of this Article.

13. **Insurance**

Professional Liability Insurance

TLG will maintain throughout the initial term of this **Agreement** and any renewal thereof, professional liability insurance insuring against its negligent acts and omissions while providing services under this **Agreement.** This policy shall be

- in the minimum amount of $1 Million Dollars per occurrence and $2 Million in the aggregate with a deductible of no more than $25 000, and

- provided through an insurance company reasonably satisfactory to **Plan Sponsor** that is licensed to do business in the State of Texas

General Third Party Liability Insurance

TLG will also maintain throughout the initial term of this **Agreement** and any renewal thereof general third party liability insurance insuring against the negligent acts or omissions of **TLG**, its agents and employees in providing the services to be provided by **TLG** as set forth in this Agreement

The general third party liability policy provided by carrier shall be

- in the minimum amount of $100,000 individual/$300,000 aggregate/$100,000 property with a deductible of no more than $5,000, and

- provided through an insurance company reasonably satisfactory to **Plan Sponsor** that is licensed to do business in the State of Texas

Theft and Misappropriation Insurance

TLG will also maintain throughout the initial term of this **Agreement** and any renewal thereof theft and misappropriation of funds insurance insuring against employee theft or misappropriation of funds

The theft/misappropriation insurance policy shall be

- $250,000 with a $5,000 deductible per occurrence and
- provided through an insurance company reasonably satisfactory to **Plan Sponsor** that is licensed to do business in the State of Texas

TLG will provide Certificates of Insurance naming **Plan Sponsor** as certificate holder and an additional insured Each Certificate will provide that the insurance company will provide a minimum of ten days prior notice of cancellation, termination or modification of coverage

Copies of all required insurance policies will be provided to **Plan Sponsor** upon execution of this **Agreement** Subsequent copies of all required insurance policies will be provided at the time of each renewal

TLG will immediately notify **Plan Sponsor** in the event it does not have any required coverage or in the event any required coverage is terminated or cancelled

14. Records

All records produced by **TLG** as a result of the services rendered by this **Agreement** shall belong to **Plan Sponsor** Such records include claims files, correspondence and processed medical bills for the current year plus four (4) prior calendar year periods, invoices and supporting data sent to **Plan Sponsor** and all other instruments produced by **TLG** in providing services under this **Agreement** Portions of these records may be maintained in an electronic format acceptable to **Plan Sponsor.**

TLG will maintain all such records generated or received by it for five (5) years beginning with the date of creation of each record All records will be made available for inspection and copying to **Plan Sponsor's County Auditor** or his designated representative upon mutually convenient time(s) at **TLG's** offices during **TLG's** normal business hours Copying of records will be at **Plan Sponsor's** expense

After receipt of the **Plan Sponsor's** written request in anticipation of or following the expiration or termination of this agreement, **TLG** shall deliver to the **Plan Sponsor**, or its designee, all records in **TLG's** possession that are described in such request The records may be delivered in the electronic format they are maintained by **TLG**, but such delivery will be accompanied with sufficient format explanations and documentation to enable the recipient to have immediate use of the record information **Plan Sponsor** will reimburse **TLG** for all reasonable costs incurred in providing such records, including the costs of programming and computer charges, and shall pay an additional mutually agreed-upon fee for any services requested or required of **TLG** for supplying additional information not

contained in the Plan records To the extent the records documentation includes systems or programs developed or owned by, or licensed to, **TLG** and to the extent permitted under what is commonly referred to as the Texas Public Information Act, **TLG** shall have the right to safeguard their secrecy and use by requiring the transfer to occur in such a manner that will not permit the recipient to have continuing use of the protected information **TLG** shall be entitled to retain copies of Plan records at its own expense

15. <u>Confidentiality</u>

TLG may withhold workers compensation claimant medical records or other information from any person where **TLG** reasonably determines that it is obligated to do so under federal or state confidentiality statutes or regulations

TLG shall keep confidential all records relating to **Plan Sponsor's** workers compensation claimants and shall disclose the information in such records only in the following instances

- to the extent permitted pursuant to the **TLG Privacy Rule Compliance Agreement Galveston County Self-Funded Workers' Compensation Program** agreement attached hereto,

- to **Plan Sponsor's Designated Representative** or their designees,

- to **Plan Sponsor's Legal Department** as may be required in connection with contested case hearings and prosecution or defense of appeals from **DWC**,

- by order of **DWC**,

- by order of a court of competent jurisdiction requiring disclosure, at which time **TLG** will contact **Plan Sponsor** to obtain its approval for the release of the requested records, or

- as required by any applicable provisions of the Texas Public Information Act But, prior to release of any records under this Act, **TLG** will, on the date it receives a request under the Act, notify **Plan Sponsor's Legal Department** to enable the **Legal Department** to withhold such records as are permitted to be withheld from public disclosure

TLG may, however, use **Plan** data for statistical or reporting purposes in a manner that it reasonably expects will not disclose confidential information identifiable with specific Plan participants or beneficiaries

16. Responsibilities of Parties

The relationship between **TLG** and **Plan Sponsor** is that of an independent contractor Each party shall be solely responsible for their own acts or omissions or the acts or omissions of those who are operating under their direction and control and for the acts or omissions of any other agent or any employee used by them in providing the services contemplated by this Agreement

17. Enforcement of Plan

TLG shall have neither the right nor the responsibility to take any legal action against any person, including **Plan Sponsor** to enforce the provisions of the **Plan**, or to recover overpayments of **Plan** benefits unless such overpayments are due to the negligent act or omission of **TLG,** its agents or employees in which event **TLG** is authorized and obligated to pursue recovery of such overpayments at its expense

18. Assignment

Neither party shall assign or otherwise transfer or delegate any or all of its rights or obligations under this Agreement without obtaining the prior written consent of the other party

19. Binding Effect; No Third Party Beneficiaries

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns Nothing in this Agreement is intended to confer upon any other person any rights, remedies, or obligations under or by any reason of this Agreement

20. Entire Agreement; Amendments

This **Agreement**, including all schedules, exhibits and amendments hereto, constitutes the entire agreement among the parties and supersedes all prior proposals, discussions, and writings by and between the parties and related to the subject matter of this **Agreement** This **Agreement** may be modified, amended, or supplemented, but only by a written instrument executed by all parties

21. Severability

If any provision of this **Agreement** is held to be illegal or unenforceable, the remaining provisions shall nevertheless remain in full force and effect In addition, the illegal or unenforceable provision shall be modified so as to conform to the greatest extent legally permissible, to the original intent of such provision

22. Force Majeure

The term "force majeure" shall mean an Act of God, terrorist attack, war, riot, lightning, fire, storm, flood, explosion, governmental action or delay, or any other cause not reasonably within the control of the party claiming suspension The obligations of any party under this **Agreement**, other than the obligation to make money payments, shall be suspended during the continuance of a force majeure applicable to that party The affected party shall use all reasonable diligence to remove, to the extent reasonably practicable, the force majeure situation as quickly as possible

23. Governing Law, Jurisdiction and Venue

To the extent not preempted by ERISA or other federal law, this **Agreement** shall be governed by and construed under the laws of the State of Texas By entering into this **Agreement**, the parties subject themselves to personal jurisdiction in the courts of the State of Texas and agree that Galveston County, Texas, is the only appropriate venue for any action brought to interpret or enforce any provision of this **Agreement**, or which may otherwise arise under or relate to the subject matter of this **Agreement**

24. Notices

All notices shall be in writing and shall be hand-delivered, transmitted by email or telecopy, or sent by registered or certified mail, return receipt requested, to the address set forth on the signature page of this **Agreement** or to such other address furnished by the addresses A hand-delivered or telecopied notice shall be deemed given only when actually received A notice sent by registered or certified mail shall be deemed given on the first to occur of its actual receipt or the fifth day after the date mailed as evidenced by the sender's certified or registered mail receipt

25 MEDIATION

Any legal or equitable dispute or controversy between the parties arising under, out of, or in connection with the services to be provided by **TLG** or otherwise in relation to this Agreement (whether based on contract, tort, statute or any other theory of recovery) shall be submitted to mediation in Galveston County (or at any other location mutually agreed upon by the parties) as a condition precedent to initiating any litigation This provision shall apply to any such disputes or controversies involving **TLG** and **Plan Sponsor** and/or their shareholders, trustees, administrators, council, directors, officers, managers, supervisors and other employees The parties will mutually choose the mediator and equally share the cost of mediation

26. Waiver of Breach

The waiver of any party of a breach of any provision of this **Agreement** or the failure to insist upon strict compliance with any provision of this **Agreement** shall not operate or be construed as a waiver of such provision or any other provisions at the subsequent date

27. Descriptive Headings

The headings of the paragraphs of this **Agreement** are inserted for convenience and shall not be deemed to be a part of this **Agreement** and shall not be limited, extend, or delineate the scope or intent of the provisions hereof

28. Counterparts

This **Agreement** may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument This **Agreement** shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signature of the parties reflected herein as signatories

Executed this 27th day of November, 2012.

The Littleton Group – Western Division, Inc.

Steve A. Streetman
Pres / CEO

Galveston County

By: Mark Henry
County Judge

Attest:

Dwight Sullivan
County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

As evidenced by signature below, the County Auditor approves paragraph 9 of this Agreement.

_____ by Jeffrey P. Modzelewski

Cliff Billingsley
County Auditor

Date: 11/27/2012

Pursuant to Section 113.041 of the Texas Local Government Code, the County Treasurer agrees to disperse monies into the Plan Sponsor'sTrust Account in accordance with the terms of this Agreement.

_____

Kevin C. Walsh
County Treasurer

Date: 11/26/2012

TLG Privacy Rule Compliance Agreement
Galveston County Self-Funded
Workers' Compensation Program

1. Definitions

Terms used, but not otherwise defined, in this TLG Privacy Rule Compliance Agreement ("Agreement") shall have the same meaning as those terms in the Privacy Rule definition

a Business Associate as used in this Agreement shall mean The Littleton Group ("TLG").

b TLG as used in this Agreement shall mean The Littleton Group

c Covered Entity as used in this Agreement shall mean Galveston County

d Plan as used in this Agreement shall mean the Galveston County Self-Funded Workers' Compensation Program

e Individual as used in this Agreement shall have the same meaning as the term "individual" in 45 CFR §164 501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164 502(g)

f Privacy Rule as used in this Agreement shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFT 160 and Part 164, Subparts A & E

g Protected Health Information as used in this Agreement shall have the same meaning as the term "protected health information" in 45 CFR §164 501, limited to the information created or received by TLG from or on behalf of Plan

h Required by Law as used in this Agreement shall have the same meaning as the term "required by law" in 45 CFR §164 501

i Secretary as used in this Agreement shall mean the Secretary of the Department of Health and Human Services or his designee

j Workers Compensation Service Agreement as used in this Agreement shall mean the Workers Compensation Service Agreement entered into between Plan Sponsor and TLG executed as of this date and any amendments or modifications to same

k Plan Sponsor as used in this Agreement shall mean Galveston County, Texas, acting through its Director of Human Resources, its designated representative

2. Obligations and Activities of TLG

a TLG agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law

b TLG agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement

c TLG agrees to report to Plan Sponsor any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware

d TLG agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by TLG on behalf of the Plan or Plan Sponsor agrees to the same restrictions and conditions that apply through this Agreement to TLG with respect to such information

e TLG agrees to provide access, at the request of Plan Sponsor, Protected Health Information in a Designated Record Set, to Plan Sponsor or, as directed by Plan Sponsor, to an Individual in order to meet the requirements under 45 CFR §164 524 Plan Sponsor agrees to require requests for access by Individuals be made in writing, and to inform the Individuals of this requirement Access will be provided following notice of the request in compliance with the requirements set forth by 45 CFR §164 524, unless it is otherwise properly denied under 45 CFR §164 524 Plan Sponsor agrees to provide TLG with the request for access within 3 days of receipt from the Individual making the request

f To the extent that TLG maintains designated record sets for the Plan Sponsor, TLG agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Plan Sponsor directs or agrees to pursuant to 45 CFR §164 526 at the request of Plan Sponsor or an Individual Plan Sponsor agrees to require Individuals to make requests for amendment in writing and to provide a reason to support the requested amendment The amendment shall be made by TLG in a sufficient time to allow Plan Sponsor to comply with the timeline established by 45 CFR §164 526, provided the Plan Sponsor forwards the information necessary to make the amendment along with notification of its approval and acceptance of the amendment and request for the Individual within 3 days

of the decision by Plan Sponsor to grant an Individual's request for amendment

g TLG agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by TLG on behalf of the Plan or Plan Sponsor available to Plan Sponsor, or to the Secretary, at a mutually agreeable time during business hours following receipt of a request, or as designated by the Secretary, for purposes of the Secretary determining Plan's compliance with the Privacy Rule

h TLG agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164 528

i TLG agrees to provide Plan Sponsor or an Individual, information collected, if any, that is subject to an accounting pursuant to 45 CFR §164 528, to permit Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164 528 The information shall be provided by TLG in sufficient time to allow Plan Sponsor to comply with the timeline established by 45 CFR §164 528 Plan Sponsor agrees to notify TLG of such request within 3 days of receipt of the request from the Individual

3. **Permitted Uses and Disclosures By TLG**

a General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, TLG may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of Plan Sponsor as specified

b Specific Use and Disclosure Provisions

Except as otherwise limited in this Agreement TLG may

- use Protected Health Information for the proper management and administration of TLG purposes or to carry out the legal responsibilities of TLG to Plan Sponsor,

- disclose Protected Health Information for the proper management and administration of TLG provided that disclosures are Required by Law, or TLG obtains reasonable assurances from the person to whom the

information is disclosed that it will remain confidential and used or further used only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies TLG of any instances of which they are aware in which the confidentiality of the information has been breached,

- use the Protected Health Information to provide Data Aggregation services to Plan as permitted by 45 CFR §164 504(e)(2)(i)(B), and

- use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164 504(j)(l)

4. **Obligations of Plan Sponsor**

a Provisions for Plan Sponsor to Inform TLG of Privacy Practices and Restrictions

Plan Sponsor shall notify TLG of

- any limitation(s) in its notice of privacy practices of Plan Sponsor in accordance with 45 CFR §164 520, to the extent that such limitation may affect TLG's use or disclosure of Protected Health Information,

- any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect TLG's use or disclosure of Protected Health Information,

- of any restriction to the use or disclosure of Protected Health Information that Plan Sponsor has agreed to in accordance with 45 CFR §164 522, to the extent that such restriction may affect TLG's use or disclosure of Protected Health Information

b Non Permissible Requests by Plan Sponsor

Plan Sponsor shall not request TLG to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Plan Sponsor

5. **Term and Termination**

a Term The Term of this Agreement shall be effective as of the same date as the Workers Compensation Service Agreement and shall terminate when all of the Protected Health Information provided by Plan Sponsor to TLG , or created or received by TLG on behalf of Plan Sponsor, is destroyed or returned to Plan Sponsor, or if it is infeasible to return or

destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section

b Termination for Cause Upon Plan Sponsor's knowledge of a material breach by TLG of the obligations under this Agreement, Plan Sponsor shall

(1) Provide a reasonable opportunity for TLG to cure the material breach or end the violation, not to exceed fifteen (15) business days Notice of a suspected violation must be delivered to TLG in writing TLG shall be given a reasonable amount of time to investigate any allegation of material breach, and to end or cure same

(2) If the violation has not been cured or stopped, Plan Sponsor may terminate this Agreement, and the Workers Compensation Service Agreement Financial obligations of Plan or the Plan Sponsor upon termination shall be governed by the Workers Compensation Service Agreement

c Effect of Termination

(1) Except as provided in paragraph 2 of this section, upon termination of this Agreement, for any reason, TLG shall return, destroy, or turn over to a successor administrator or insurer all Protected Health Information received from Plan Sponsor, or created or received by TLG on behalf of Plan Sponsor This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of TLG TLG shall retain no copies of the Protected Health Information

(2) In the event that TLG determines that returning or destroying the Protected Health Information is infeasible, TLG shall provide to Plan Sponsor notification of the conditions that make return or destruction infeasible Following provision of notification pursuant to this section that return or destruction of Protected Health Information is infeasible, TLG shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as TLG maintains such Protected Health Information, or as otherwise required under law

6. MISCELLANEOUS

a Regulatory References A reference in this Agreement to a section in this Privacy Rule means the section as in effect or as amended

b Amendment The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L No 104-191

c Survival The respective rights and obligations of TLG under Section VI c of this Agreement shall survive the termination of this Agreement

d Interpretation Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rules

Executed this 27th day of November, 2012.

The Littleton Group -- Western Division, Inc.

Steve A. Streetman
Pres / CEO

Galveston County

By: Mark Henry
County Judge

Attest:

Dwight Sullivan
County Clerk
By: Brandy Chapman Deputy
Brandy Chapman
Wp/depts/legal/workers comp/littleton final 2012

WORKERS' COMPENSATION SERVICES AGREEMENT
FEE EXHIBIT

This Fee Exhibit pertains to the Workers' Compensation Services Agreement (WCSA) between The Littleton Group – Western Division, Inc and the County of Galveston for the contract period of October 1, 2012 through August 31, 2015, hereinafter referred to as the "main agreement".

This exhibit is in accordance to RFP # B122032 "Self-Funded Workers' Compensation Administration" and the response to that RFP tendered the Littleton group on July 24, 2012 which are incorporated herein by reference. The current WCSA will remain enforce with the exception of the following fee schedule is effective from October 1, 2012 through September 30, 2015

Annual Administration: $6,000 00 per year

Claims Administration:

Lost Time Claims,	$880.00 per claim
Medical Only Claims,	$150 00 per claim
Record Only Claims,	$25 00 per claim

Complex Medical Only Claims $300.00 per claim
Complex Medical Only claims are those claims where the Length of medical treatment exceeds the initial 30 days

Claims that are denied and a PLN 1 is filed or involve subrogation Are to be billed at the additional rate of $880 00 per claim

Medical Bill Audit and Payment·

Per Bill Fee,	$5.50 per bill
Per line Fee,	$1 00 per line

Representative to the DWC: $22 00 per Document
ISO Index Fees $10 00 per submission
Certified mail and Overnight Delivery charges are to be billed to the Galveston County

FEE FOR SERVICES EXHIBIT
PAGE 2.

Attending DWC Hearing & Conferences/ Time and Expense fees and charges.

The professional rate for hourly fees is $85.00 per hour
The rate for mileage expense is $0 55
Time and Expense fees apply to professional services involving on-site claim investigations and attendance of proceedings before the Division of Workers'Compensation These services are not to be billed unless prior approval for such services was obtained from the County of Galveston

Loss Control/Risk Management:

Professional rate of $125.00 per hour plus expenses
Mileage to be billed at $ 55 per mile
These services are not to be billed unless prior approval for such services was obtained from the County of Galveston

Medical Cost Containment

Pre-Authorization for specific treatments will be done by subcontract with The Reny Company and billed to the County by Littleton at the following rate

Physician review	$130 per review
Nurse review	$72 per review

MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting

$250 00 per reporting quarter.

Query File Transmission: $0.10 per claim record per submission.

Claim Reporting Fee: $5 00 per claim per submission.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Miscellaneous:

Nothing in the main agreement or this exhibit, limits in any way the County of Galveston's authority and responsibility to comply with all statutory and regulatory requirements that may exist under the laws of the State of Texas, and the Littleton Group shall comply with each statutory and/or regulatory requirement relating to the functions assumed and /or carried out by Littleton pursuant to the main agreement

To ensure continuity of services, notwithstanding any language to the contrary in the main agreement, in the event of termination of this agreement, the Littleton Group shall continue to act as the County of Galveston's administrator until the date specified by the County of Galveston that a new administrator will assume the duties performed by Littleton

Executed on this the 27th day of November 2012

Steve Streetman
President and CEO
The Littleton Group

Hon Mark Henry
County Judge
Galveston, County, Texas

ATTEST:

Dwight Sullivan
County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

w/wp/depts./legal/workerscomp/fee exhibit 2012 final

AGENDA ITEM #11a

Martinez, Dianna

From Bazaman, Harvey
Sent· Tuesday, November 20, 2012 2 55 PM
To: Johnson, James E , Bazaman, Harvey, Martinez, Dianna
Subject: Summit7 errors
Attachments Scan001 PDF

James: I reviewed what you sent me this afternoon and noticed that I inadvertently left out a sentence on page 9 and a mistake on page 13. I wrote the corrections in by hand and am taking it down to Dianna. If you can get the corrected pages back before printing please send them to me and to her for substitution. I will try to look over the other items sent to me this afternoon but am not sure I will have time.
Thanks:
Harvey

-----Original Message-----
From: ld04xer@co.galveston.tx.us [mailto:ld04xer@co.galveston.tx.us]
Sent: Tuesday, November 20, 2012 8:50 AM
To: Bazaman, Harvey
Subject: Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by· Guest [ld04xer@co.galveston.tx.us] Number of Images: 2 Attachment File Type: PDF

WorkCentre Pro Location. 5\\Galveston\TX\USA\ Device Name: LD04XER

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/19/2012	2 Contract Type Expense Revenue Other		3 Renewal Contract Yes / No
4 Department Name Information Technology		5 Department Contact JJ Allen	
6 Description Statement of Work for Anchor Point Support and Web Site Build Out			
7 IFAS PFID No 714542	8 IFAS Req No	9 Orgkey 1101159100	10 Object Code 5752005
11 Vendor Summit 7		12 Vendor Contract No	
13 Requested Legal Review Yes / No (Explain if No)			

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Sharepoint	5752005	$104 000 00	$105 500 00				
22 Totals		104 000	105,500	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 11/27/12	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date: 11/26/13	Contract # Issued By Purchasing: CM13058	

Approved By	Signature	Date
~~Department Head~~ Admin Coor Assistant	JJ Allen	11-19-12
Purchasing Agent	Evan A McLaren, CPPB	11/19/2012
County Legal	Harry Bazanar	11/20/12
Contract listed in Budget Documentation Yes / No		
County Budget Office	[signature]	11/21/2012

AnchorPoint Support and Website Buildout Agreement and Statement of Work

SUMMIT

Version 1.1

26 October 2012

Presented by
Patrick Fleming

Summit 7 Systems, Inc.
300 Voyager Way, Suite 300
Huntsville, AL 35806
(256) 585-6868
www.summit7systems.com

Project Overview and Contact Information

Client Name	**Galveston County**
Client's Point of Contact	**Joseph Badger** **722 21st Street** **Galveston, TX 77550** **(P) (409) 765-2646**
Project Name	AnchorPoint Remote Support and Website Build-out Agreements
Engagement Duration	First Agreement –Not to exceed 520 hours, 12 Months from Date of Signing for AnchorPoint Second Agreement-Website Build-out Proposed Completion Date of 1/15/13 (Assumes 11/28/2012 start date)
Engagement Location	Remote
Summit 7 Systems Main Point of Contact	Patrick Fleming 256 426 8153 mobile 256 429 3349 office

Summary:

Summit 7 Systems will work with Galveston County IT on a two-phased approach to build, deploy, and provide technical support and resources to support the immediate needs of the County while also supporting the continued growth and management of the Galveston County's public facing web site

Based on the information provided by Galveston County IT the following tasks and deliverables will be performed to support this effort

Phase I: Public Website Department Pages Build

There are 6 departments identified for immediate build and support The build-out of these department pages will be performed as an agile project The task list below will be performed for each department The departments are prioritized as followed

1. County Clerk
2. District Clerk
3. Tax Office
4. District Attorney
5. Auditor's Office
6. Purchasing
7. Other Departments as mutually agreed upon by the parties

Tasks

- Inventory and identify existing Website Content for Page Build
- Identify and document standard requirements for each department
  - Pages
  - Content
  - Navigation
  - Page Layouts
  - External Links and or information
- Identify areas for page consolidation and or standardization
- Build of pages, and associated lists, and or libraries to support the content needs for each department
- Review with Galveston County IT and each appointed and elected official listed in 1-6 above to review the pages, design, and functionality after the pages have been built We will notify each

appointed and elected official sufficiently in advance of our need to meet with them so as to enable them to meet with us at our desired time and date If the appointed and elected officials or their designated representatives are not available during the required time, we will gather the best available input in order to meet the objectives of the engagement

- Provide mentorship and knowledge transfer to Galveston County IT

Deliverables

- Requirements Review
- Up to 100 public facing pages (this includes navigation, lists, libraries, and configuration of out of the box web parts and functionality)
- Department Page Design Review and go-live

Assumptions

- Use of consistent navigation across the departments
- All work will be performed remotely
- Summit 7 Systems will be provided user accounts and access to Galveston County SharePoint sites
- Galveston County will commit all necessary resources to enable a conclusive and successful engagement This includes, but is not limited to, subject matter experts, key personnel in the business, and any documentation
- All deliverables provided, will be considered accepted without change if responses have not been received within 10 business days of delivery
- All written deliverables will be provided in PDF format
- Galveston County IT Project Management and Summit 7 Systems Project Management will develop and agree to a build and deployment schedule
- All documents and information provided by Galveston County IT, including verbal information, are assumed to be factually true, complete and accurate Summit 7 Systems will not independently validate any information during this project

Out of Scope

- Permissions creation, and set-up
- Custom development includes, but not limited to
  - Custom Controls

- Custom Web Parts
  Custom Page Layouts
  Master Pages
  Workflows
- Population and creation of site content beyond the use of testing, and providing examples for end-user usage
- Migration of existing external website content to the new website
- Search Scopes
- Custom Web Parts
- 3rd Party Web Parts and Tools
- Image and Logo creation or modifications
- SharePoint Farm Troubleshooting and Issue Resolution

Phase 2 Support will be in-place immediately following the launch of the Galveston County Public Website

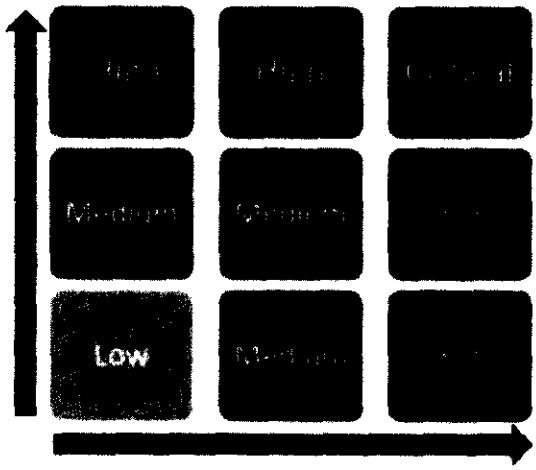
Phase II: AnchorPoint Statement of Work

Summit 7 Systems will provide Operational and Maintenance support services to the Client

1. Summit 7 Systems will provide support remote support via email, telephone, conference line or Live Meeting as requested
2. Summit 7 Systems will provide escalation to Microsoft PSS if there is an issue or bug that the Summit 7 Systems AnchorPoint team cannot resolve Summit 7 Systems will provide the Microsoft PSS call at **no charge** to the client
3. This Statement of Work covers only items typically identified as Operations and Maintenance or day-to-day support A listing of standard AnchorPoint tasks is listed at the bottom of the SoW for your convenience
4. Client will submit all tickets through the customer portal located at this address

   https://ws5.autotask.net/ClientPortal/Login.aspx?ci=500135

5. Client will choose an account administrator and that individual will be able to submit tickets on behalf of the client Additionally, the administrator is encouraged to add appropriate individuals to the client portal to ensure that all necessary people have the ability to submit tickets
6. Client will receive a monthly report of all ticket and support activity
7. Client will receive a 10% discount on Professional Services projects during the life of this contract
8. Ticket Criticality Chart



9 Below is a list of typical tasks that may be performed under AnchorPoint The list is not exhaustive

- Assist site administrators with day-to-day tasks
- Manage site hierarchies
- Create new libraries and lists
- Manage site permissions
- Change the look and feel (themes, web part addition/removal/connection)
- Troubleshoot user issues
- List and library Management
  - Create/Manage Send to connections
  - Create/Modify Views
  - Create/Manage workflows
  - Create/Manage site columns
- Access and permissions related troubleshooting
- Account management
- Server infrastructure health assessments
- Create and modify workflows using SharePoint Designer or 3rd party tools like Nintex
- Assist in patch and hotfix testing
- Involved in and aware of all planned downtime activities
- Manage site and site collection features
- Manage site workflows and workflow settings
- Recycle bin configuration
- Monitoring and review of Windows Server error logs (Application, System, Security)

- Monitoring and review of SharePoint Health logs
- Monitoring and review of SharePoint Search logs
- Server infrastructure health assessments
- SharePoint Server Farm health assessments
- Disk management (SQL and SharePoint)
- Database maintenance
    - Database backup
    - Database Index Maintenance
    - Disk Growth Management
    - Disk IO monitoring
- Mail notification and email alert issues
- Service Application creation/configuration
- Site collection creation/management
- Content database creation/management
- Alternate access mapping creation/modification
- SharePoint Server Services creation/configuration
- Web Application creation/configuration/management
- SharePoint timer job review
- Manage farm administrators group
- Configure service accounts
- Maintenance hotfixes, patches, cumulative updates, service packs
- Backup/Restore testing
- Feature/solution deployment
- Support development and test environments
- 3rd party tool management, troubleshooting
- Add/remove servers from a SharePoint farm
- Managed MetaData/Term Store management
- Configure Managed Accounts
- Configure Password change settings
- InfoPath forms service configuration
- Manage data connections
- Configure/Manage reporting services
- Configure/manage content deployment
- Manage SharePoint Designer settings
- Content type creation/configuration

First Agreement: AnchorPoint Services Agreement

The Client hereby retains the Company to provide Operations and Maintenance support through AnchorPoint

Payment to Company The Company will be paid based on the Statement of Work and the attached quote This is a Block Hours agreement not to exceed 520 hours The Company agrees to invoice the Client on a monthly basis Client agrees to pay Company in accordance with the terms and provisions of the Texas Prompt Payment Act

Support Contract Rates The billing rate for this contract is variable based on the number of hours executed *However, we have extended a significant discount of $25 per hour (to equal $125 per hour rate) to Galveston County per the supplied quote based upon previous professional services executed*

20 519 Hours	$190 per hour
520 - 1039 Hours	$150 per hour (offered at $125 per hour to Galveston County)
1040 – 2079 Hours	$125 per hour
2080+ hours	$100 per hour

Service Level Agreement Summit 7 Systems will provide support to the client between the hours of 8 00 AM Central and 5 00 PM Central Monday through Friday After Hours and Architect support is available 24x7, but will be charged at 1 5 multiplied by the time spent Holiday support is available, but will be charged at 2 multiplied by the time spent

Summit 7 Systems will provide the following incident response times Response time is defined as time to initial contact, not time to incident resolution Response time is calculated based on the timestamp indicated on the submitted ticket in the customer portal

Low Priority 8x5 with 8 business hour response time

Medium Priority 8x5 with 4 business hour response time

High Priority 8x5 with 2 business hour response time

Critical Priority* 24x7 with 2 hour response time

*Critical Priority tickets are only available to those with Service Contract equal to or greater than 520 hours

Hours for this contract expire 12 months from execution date of the agreement Notifications of expiring hours will be provided to the account administrator at 30, 60 and 90 days from contract expiration

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

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

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

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

Confidential Information The Company agrees that any information received by the Company during any furtherance of the Company's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Client will be treated by the Company in full confidence and will be not be revealed to any other persons, firms or organizations without first obtaining the Client's written permission Company shall not be restricted in using any material which is publicly available, already in Company's possession or known to Company without restriction, or which is rightfully obtained by Company from sources other than Client Likewise, the Client agrees that any information received by the Company during the consulting engagement is for use within the Clients' organization

Mitigation of Damages Client shall be obligated to mitigate damages in the event damage results from the reliance upon services provided by Company that were unsatisfactory As a component of such mitigation of damages, but not limited to, Client shall fully advise Company of the error, defect or negligent act of Company immediately after it is discovered Company shall then be given the

opportunity to correct said error, defect or unsatisfactory act at no expense to Client In the event the Company can demonstrate to Client's satisfaction that said error, defect or unsatisfactory act was not related to the performance of Company's services, including media or hardware failure, Client shall pay Company for its time as is provided herein Company is not responsible for loss of revenue or damages which result from media or hardware failure or other catastrophic event outside the control of Company In the event that said error, defect or unsatisfactory act is the responsibility of the Company and Company is unable to correct the error, defect or unsatisfactory act, the Company's total extent of liability to the Client shall not exceed the total amount paid Company under this AnchorPoint support Agreement

Mediation to settle disputes Client and Company agree to attend mediation in Galveston, Texas in good faith before employing litigation to settle any dispute Both parties will equally share the cost of mediation

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

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

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

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

Agreement Both the Client and the Company agree to this Agreement

Non-Assignable This Agreement is non-assignable

Cancellation Policy The term of this Agreement is twelve (12) months Company may invoice for up to one week of consultant time (i e 40 hours) if client cancels the engagement within 14 days of the first day of the contracted delivery date

5 Day out Policy The Client reserves the right to terminate this agreement at any time for any reason or for convenience upon five (5) days prior written notice to Company If the Client terminates this agreement, Company will be paid only for the hours expended under this agreement up to the date of termination

Acceptance and Authorization

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

Mark A Henry	Michael Scott Edwards Full name
County Judge Title	President, Summit 7 Systems Title
November 27, 2012 Date	21 Nov 12 Date

Attest:

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

Second Agreement: Web Site Build-out Services Agreement

The Client hereby retains the Company to provide Web Site Content Build-out services

Payment to Company The Company will be paid based on the Statement of Work and the attached quote, not to exceed $40,500 including expenses This is a Firm, Fixed Price agreement based upon the identified Client requirements Should the requirements change then a change order will be provided and the cost will be agreed upon by Client and Summit 7 Systems prior to the additional work being performed Client agrees to pay Company in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act

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

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

In the event of an emergency, the Company has the right to send a qualified substitute consultant at the Company's expense

No specific hardware or software will be procured for this engagement

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

Change Management Process: Any changes to the agreed upon Statement of Work must be approved by both the Client and the Company Point of Contact listed on page 1 above Funding must be approved

in writing by the Client's Commissioners' Court before work may commence on changes to the engagement

Confidential Information: The Company agrees that any information received by the Company during any furtherance of the Company's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Client will be treated by the Company in full confidence and will be not be revealed to any other persons, firms or organizations without first obtaining the Client's written permission Company shall not be restricted in using any material which is publicly available, already in Company's possession or known to Company without restriction, or which is rightfully obtained by Company from sources other than Client Likewise, the Client agrees that any information received by the Company during the consulting engagement is for use within the Clients' organization

Mitigation of Damages Client shall be obligated to mitigate damages in the event damage results from the reliance upon services provided by Company that were unsatisfactory As a component of such mitigation of damages, but not limited to, Client shall fully advise Company of the error, defect or negligent act of Company immediately after it is discovered Company shall then be given the opportunity to correct said error, defect or unsatisfactory act at no expense to Client In the event the Company can demonstrate to Client's satisfaction that said error, defect or unsatisfactory act was not related to the performance of Company's services, including media or hardware failure, Client shall pay Company for its time as is provided herein Company is not responsible for loss of revenue or damages which result from media or hardware failure or other catastrophic event outside the control of Company In the event that said error, defect or unsatisfactory act is the responsibility of the Company and Company is unable to correct the error, defect or unsatisfactory act, the Company's total extent of liability to the Client shall not exceed the total amount of funds paid Company under this Agreement ($40,500)

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

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

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

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

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

Cancellation Policy Company may invoice for up to one week of consultant time (i e 40 hours) if client cancels the engagement within 14 days of the first day of the contracted delivery date 5 Day Out Policy The Client reserves the right to terminate this Agreement at any time for any reason or for convenience upon 5 days prior written notice to Company If the Client terminates this Agreement early, Company will be paid only for the hours expended under this Agreement up to the date of termination

Non-assignable This Agreement is non-assignable

Agreement Both the Client and the Company agree to this Agreement

Acceptance and Authorization

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

Mark A. Henry	Michael Scott Edwards
	Full Name
County Judge	Practice Manager, Summit 7 Systems
Title	Title
November 27, 2012	21 Nov 12
Date	Date

Attest:

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

CRA Form CRA - Appendix

To Be Completed By Requestor/Department

Requestor Name *

Requestor Email Address *

Requestor Phone Number *

Department Name *

Department # *

Department Code *

Request Legal Review *

Contract Type *

Request Date *

PR # *

Vendor Name *

Description *

IFAS PEID No *

OrgKey

Object Code

Expenditure Budget/Economic Impact

Add

Fund Name	Fund #	Current Year Budgeted	Current Year Projected	Year 2 Projected	Year 3 Projected	Year 4 Projected	Year 5 Projected

Current Year Budget Total 0

Current Year Projected Total 0

Year 2 Projected Total 0

Year 3 Projected Total 0

Year 4 Projected Total 0

Year 5 Projected Total 0

Totals 0

To Be Reviewed/Completed by Purchasing

Contract Start Date

Contract End Date

Renewal Contract

Contract #

Bid #

Approval Acknowledgement

Department Head Signature

Clear

Date

AGENDA ITEM #12a

CC 11/27/12

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/19/2012	2 Contract Type Expense Revenue Other		3 Renewal Contract Yes / No
4 Department Name Information Technology		5 Department Contact JJ Allen	
6 Description Maintenance and License Fees for Odyssey			
7 IFAS PEID No 703954	8 IFAS Req No	9 Orgkey 1101159100	10 Object Code 5481000
11 Vendor Texas Conference of Urban Counties		12 Vendor Contract No	
13 Requested Legal Review Yes / No (Explain if No)			

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Contract Services	5481000	~~$263,844.00~~ 220,000	~~$220,000.00~~ 263,844				
Covered by Unplw Fun 0005 Maintenance							
22 Totals		263,844	220,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 11/28/07	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date: 09/30/13	Contract # Issued By Purchasing: CM08133	

AMENA #5

Approved By	Signature	Date
~~Department Head~~ Admin Coor Assistant	JJ Allen	11-19-12
Purchasing Agent	Erven A McLaren, CPPB	11/19/2012
County Legal	Harry Bozeman	11/20/12
Contract listed in Budget Documentation Yes / No		
County Budget Office	[signature]	~~11/20/2012~~
	[signature]	11/21/2012

AMENDMENT NO. 5 ("Amendment 5")
TO TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINSTRATION SYSTEM

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Galveston, Texas ("Galveston County") and became effective on November 28, 2007 as follows

1) The term of the addendum is extended to September 30, 2013

2) Attachment A of the Addendum is amended by replacing the "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012" with the revised attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2013 "

3) Except as set forth herein, all provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect

Executed this 27th day of November, 20 12.

COUNTY OF GALVESTON

By County Judge Mark Henry

Approved as to form:

Name _____

Title _____

Date _____

TEXAS CONFERENCE OF URBAN COUNTIES

By Executive Director 10/3/12

tcuc ts cijs 13 galveston 003 cas a

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2013:

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software License and Maintenance, Enterprise Modifications and Contract Administration for Fiscal Year 2013 The schedules are updated at the beginning of each Fiscal Year and presented to the Commissioners Court for approval

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies in accordance with the License Participation Agreement, the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan

Annual Maintenance payments are listed below to reflect the full annual contract amount In the event that a go-live takes place after October 1, 2012, that module will be billed on a pro-rated basis accordingly

Fiscal Year 2013	Amount	Est Payment Date
Court Sytem Software		
License Fees		
Public Access- Secure Attorney	$ 12,000	Oct-12
Annual Maintenance		
Court Administration	$ 183,751	Oct-12
Appeals	$ 2,730	Oct-12
Auto Attach	$ 5,460	Oct-12
Hot Checks	$ 15,750	Oct-12
Public Access- Secure Attorney	$ 2,520	Oct-12
CUC Texas County Enterprise Mod		
Galveston County Enterprise Mods	$ 22,101	Oct-12
CUC Oversight		
Contract Administration	$ 31,532	Oct-12
Totals Fiscal Year 2013	**$ 263,844**	

tcuc ts cijs 13 galveston 003 cas a

AGENDA ITEM #12b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/19/2012	2 Contract Type Expense Revenue Other		3 Renewal Contract Yes / No
4 Department Name Information Technology		5 Department Contact JJ Allen	
6 Description Software Hardware and RVI Maintenance for JP's 9 Office's			
7 IFAS PFID No 702547	8 IFAS Req No	9 Orgkey 1101159100	10 Object Code 5423500
11 Vendor Net Data		12 Vendor Contract No	
13 Requested Legal Review Yes / No (Explain if No) Renewal			

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Maintenance of Software	5423500	$81 000 00	$84 755 00				
shortage current OJJF contract							
22 Totals		81 000	84 755	-	-		-

To Be Completed By Purchasing Department

Contract Start Date: 01/01/13	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date: 12/31/13	Contract # Issued By Purchasing: 3 CONTRACTS	

CM13054 SOFTWARE
CM13055 RVI-IMAGE
CM13056 HARDWARE

Approved By	Signature	Date
~~Department Head~~ Admin Coor	JJ Allen	11-19-12
Assistant Purchasing Agent	Evan a Moore, CPPB	11/19/2012
County Legal		
Contract listed in Budget Documentation Yes / No		
County Budget Office	[signature]	11/20/2012

Maintenance Agreement

This Agreement is made and entered into on this the 27th day of Nov. 2012 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and **Galveston County**, hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement

1 This agreement shall be in effect from January 1, 2013 thru December 31, 2013 and applies to the following applications purchased from Seller

Justice of the Peace – (9) Precincts

2 During the term of this contract Seller agrees

a) To correct any errors found during such one year period in the software system which the Buyer has agreed to purchase from Seller for use on the IBM computer hardware

b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement

c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller

d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems

3 In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **$73,755** by the 15th day of January of each year during the term of this contract Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas

4 Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred (100) dollars per hour and expenses in return for other services (those not included in this contract) rendered

THE NET DATA CORPORATION

By _____
Tory Humphries, President

Galveston County

By _____
Member of Governing Body
Mark Henry, County Judge

Maintenance Agreement

This Agreement is made and entered into on this the 27th day of Nov. 2012 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and Galveston County, hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement

1 This agreement shall be in effect from January 1st, 2013 thru December 31st, 2013 and applies to the following applications purchased from Seller

RVI Imaging – JOP (9)

2 During the term of this contract Seller agrees

a) To correct any errors found during such one-year period in the software system which the Buyer has agreed to purchase from Seller for use on the IBM computer hardware

b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement

c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller

d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems

3 In consideration of the above-mentioned services, Buyer will pay to Seller the sum of $6,000 on the first day of January of each year during the term of this contract Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas

4 Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred (100) dollars per hour and expenses n return for other services (those not included in this contract) rendered

THE NET DATA CORPORATION

By _____
Tory Humphries, President

Galveston County

By _____
Member of Governing Body
Mark Henry, County Judge

Hardware Support Level 1 Maintenance Agreement

This Agreement is made and entered into on this the 27th day of Nov. 2012 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Galveston County, hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement

1 This agreement shall be in effect from January 1, 2013 thru December 31st, 2013 and applies to *Hardware Support Maintenance* services provided by the Seller During the term of this contract Seller agrees to provide

Hardware 1-800 support for the following

- System i Access Installation and questions*
- RVI Installation and questions*
- NETD Online Installation and questions*
- Printer configuration to the System i and questions*
- Assist IBM CE during Hardware/Software iSeries/System i problems
- Once a month remote-in to check for system messages, SST Problem Logs and backup
- One onsite Update for PTF's and/or OS/400 Upgrades per year

*This does not cover the physical installation of PC's and/or PC operating systems

2 In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **$5,000** on the first day of October of each year during the term of this contract

3 Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of two hundred-fifty (250) dollars per hour and expenses in return for other services (those not included in this contract) rendered

THE NET DATA CORPORATION

By _____
Tory Humphries, President

Galveston County

By _____
Member of Governing Body
Mark Henry, County Judge

P O Box 422
Sulphur Springs, Texas 75483
1 800 465 5127
FAX 903 885 1604
PHONE 903 885 0818
www netdatacorp.net

INVOICE

DATE SEPTEMBER 15, 2012 INVOICE NUMBER 13957 TERMS DUE UPON RECEIPT

CLIENT INFORMATION	GALVESTON COUNTY AUDITOR'S OFF ATTN ACCOUNTS PAYABLE P O BOX 1418 GALVESTON TX 77553	FOR BILLING CYCLE FROM 09/15/2012 - 09/15/2012 PHONE - - FAX - -	CLIENT CODE	GAL 900340
			HOURLY RATE	CS $100 PRO $120 SE $150

JC	APPL	TYPE	EMP	DATE	DESCRIPTION	BEG TIME	END TIME	TOTAL	PRICE
M	JOP	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE JOP (9 PCTS) 01/01/13-12/31/13				$73,755 00

NET DATA USE ONLY

CREDIT NO _____

SUMMARY OF CHARGES

TOTAL HOURS	00
CHARGE HOURS	00
NOCHARGE HOURS	00
FLAT FEES	$73,755 00

PLEASE PAY THIS AMOUNT

$73,755 00

MESSAGES

** ASK US ABOUT IMPROVING JP FINES AND COLLECTIONS **
** AT NO COST CALL GHS AT 877-439-1900 **

Thank You!

SCOTT STAHL VICE PRESIDENT

D/INV 8/11

P O Box 422
Sulphur Springs, Texas 75483
1 800 465 5127
FAX 903 885 1604
PHONE 903 885 0818
www.netdatacorp.net

INVOICE

DATE OCTOBER 1, 2012 INVOICE NUMBER 14107 TERMS DUE UPON RECEIPT

CLIENT INFORMATION			
GALVESTON COUNTY AUDITOR'S OFF ATTN: ACCOUNTS PAYABLE P O BOX 1418 GALVESTON TX 77553	FOR BILLING CYCLE FROM 10/01/2012 - 10/01/2012 PHONE - - FAX - -	CLIENT CODE	GAL 900340
		HOURLY RATE	CS $100 PRO $120 SE $150

JC	APPL	TYPE	EMP	DATE	DESCRIPTION	BEG TIME	END TIME	TOTAL	PRICE
	RVI	MA1	RVI	10/ 1	ANNUAL SOFTWARE MAINTENANCE RVI IMAGE-JOP(9) JAN-DEC 13				$6,000 00

NET DATA USE ONLY	SUMMARY OF CHARGES	PLEASE PAY THIS AMOUNT
CREDIT NO _____	TOTAL HOURS 00 CHARGE HOURS 00 NOCHARGE HOURS 00 FLAT FEES $6,000 00	$6,000 00

MESSAGES

Thank You!

SCOTT STAHL VICE PRESIDENT

Cust call

** ASK US ABOUT IMPROVING JP FINES AND COLLECTIONS **
** AT NO COST CALL GHS AT 877-439-1900 **

D/INV 8/11

P O Box 422
Sulphur Springs, Texas 75483
1 800 465 5127
FAX 903 885 1604
PHONE 903 885 0818
www netdatacorp.net

INVOICE

DATE SEPTEMBER 10, 2012 INVOICE NUMBER 14032 TERMS DUE UPON RECEIPT

CLIENT INFORMATION	GALVESTON COUNTY AUDITOR'S OFF ATTN ACCOUNTS PAYABLE P O BOX 1418 GALVESTON TX 77553	FOR BILLING CYCLE: FROM 09/10/2012 - 09/10/2012 PHONE: - - FAX: - -	CLIENT CODE	GAL 900340
			HOURLY RATE	CS $100 PRO $120 SE $150

JC	APPL	TYPE	EMP	DATE	DESCRIPTION	BEG TIME	END TIME	TOTAL	PRICE
	HDW	MA1	HDW	9/10	ND ANNUAL HARDWARE MAINTENANCE 01/01/13 - 12/31/13				$5,000 00

NET DATA USE ONLY	SUMMARY OF CHARGES	PLEASE PAY THIS AMOUNT
CREDIT NO _____	TOTAL HOURS .00 CHARGE HOURS 00 NOCHARGE HOURS 00 FLAT FEES. $5,000.00	$5,000 00

MESSAGES

* * * * * R E V I S E D * * * * *

Thank You!

SCOTT STAHL VICE PRESIDENT

** ASK US ABOUT IMPROVING JP FINES AND COLLECTIONS **
** AT NO COST CALL GHS AT 877-439-1900 **

ND/INV 8/11

AGENDA ITEM #12c

Martinez, Dianna

From: Bazaman, Harvey
Sent Tuesday, November 20, 2012 3 17 PM
To Allen, JJ, Johnson, James E , Bazaman, Harvey, Martinez, Dianna
Subject: Schneider Electric
Attachments. Scan001 PDF

JJ: I made a few changes to the Schneider Electric Agreement that you placed on Tuesday's agenda. You had the proposed final sent to me this afternoon for review. The changes are noted on the attached. If you can get Schneider to get clean copies before Tuesday please send them to Dianna and to me.
Thanks:
Harvey

-----Original Message-----
From: ld04xer@co.galveston.tx.us [mailto:ld04xer@co.galveston.tx.us]
Sent: Tuesday, November 20, 2012 9:13 AM
To: Bazaman, Harvey
Subject: Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [ld04xer@co.galveston.tx.us] Number of Images: 13 Attachment File Type. PDF

WorkCentre Pro Location: 5\\Galveston\TX\USA\ Device Name: LD04XER

GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

Contract Approval Request

To Be Completed By Department			
1 Date of Request 11/19/2012	**2. Contract Type.** Expense Revenue Other		**3 Renewal Contract** Yes / No
4 Department Name Information Technology		**5 Department Contact:** JJ Allen	
6 Description: Maintenance on Security system and Badges for the Justice Administration Building			
7. IFAS PEID No 704614	**8 IFAS Req No**	**9 Orgkey.** 1101159100	**10 Object Code** 5481000
11. Vendor Schneider Electric		**12 Vendor Contract No:**	
13. Requested Legal Review Yes / No (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15 Fund #	16. Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Contract Services	5481000	$40 000 00	$31,632 00				
22 Totals		40 000	31,632	-	-	-	-

To Be Completed By Purchasing Department		
Contract Start Date: 10/01/12	**Auto Renewal Contract:** Yes / No	**Bid No:**
Contract End Date: 09/30/13	**Contract # Issued By Purchasing:** CM12002	

Approved By:	Signature	Date
~~Department Head~~ Admin Coor	J J Allen	11-19-12
Assistant Purchasing Agent	Evan A [illegible] CPPB	11/19/2012
As Amended County Legal	Nancy Bozaman	12/20/12

Contract listed in Budget Documentation Yes / No

County Budget Office	[illegible]	11/20/2012

Schneider Electric

Galveston County Justice Center

Access Control and CCTV Retro-Commissioning Services

Schneider Electric Buildings Americas, Inc.

Retro Commissioning Services

October 10,2012
Judge Mark Henry
Galveston County Information Technology
PO Box 1418
Galveston, TX **77553**

RE 2012 / 2013 Maintenance Contract

Dear Judge Mark Henry

Schneider Electric proposes to provide a Customer Service Plan Agreement as described herein for the Schneider Access Control and CCTV System at Galveston County Justice Center The Schneider Electric Service Plan is designed to maximize system performance and take the risk factor out of your system maintenance. Schneider Electric will proactively perform maintenance and repair activities, identify potential deficiencies, and provide the necessary services to keep your facility performing at its highest potential The proposed service solution is comprised of the following basic elements:

- Maximum Uptime through system analysis, scheduled service and prompt response time to repair needs
- Technical Support Services
- Discounted Labor Rates and Material
- Dedicated Account Management
- Reporting and Documentation

This Service Agreement from Schneider Electric is designed to continually meet your unique facility management needs. Thank you for your business and for the opportunity to extend the value Schneider Electric can provide to Galveston County Justice Center

Sincerely,

Randy McNall
Schneider Electric Buildings Business
281 588 2185
randy mcnall@schneider-electric com

FREOUENCY OF SCHEDULED SERVICE

Quarterly - Access Controls
Semi - Annual – DVR and Cameras

This is a Basic Service Plan

SCOPE OF SERVICES

BUILDINGS COVERED: **GALVESTON COUNTY JUSTICE ADMINISTRATION BUILDING**
600 59TH STREET
GALVESTON, TEXAS 77551

CONTRACT LABOR RATES

For services not covered as part of ~~if~~ this agreement and performed by Schneider Electric upon your authorization, Schneider Electric (SE) will discount the standard prevailing labor rates as follows:

Standard Prevailing Labor Rates*	
Normal Rate	
Minimum Charge for 4hrs	$ 500 00
Thereafter	$ 125 00
Mileage Charge ($/mi)	$ 1 20
Overtime Rate	
Minimum Charge for 2hrs	$ 750 00
Thereafter	$ 187 50
Mileage Charge ($/mi)	$ 1 20
Holiday Rate	
Minimum Charge for 2hrs	$ 1000 00
Thereafter	$ 250 00
Mileage Charge ($/mi)	$ 1 20

*Labor rates are subject to change upon prior written agreement by you

Your Authorized Customer Representative: J.J. Allen

Discount on Schneider Electric Hardware:

During the term of this Service Agreement, you will receive a **55%** discount **(0.45** multiplier) off list price on Schneider Electric Hardware, Software, and Miscellaneous Devices (Hardware)

Priority Telephone Assistance

Priority for Telephone Assistance will be provided to assist the customer in identifying operational needs, resolving operational problems, etc This Service Agreement includes up to **8** hours of telephone assistance at no additional expense

Service Summary Reports to Customer

After the Schneider Electric Service Representative completes the Scheduled Service Procedures, a Service Summary Report will be forwarded to the Authorized Customer Representative to be placed in the On-Site Service Summary Report manual This report will form a history of the procedures and will allow Schneider Electric to analyze system performance to detect potential system problems before a failure occurs

Continuous Commissioning and Planned Maintenance

- Schneider Electric will systematically perform a series of tasks for each field panel and controller throughout the facility to examine the operation of every system point All readings and changes will be documented
- Schneider Electric will check those field devices, controllers, and network elements as indicated in ***Schedule A*** on page 8 This is recommended for all sites to maintain original condition of installed and commissioned systems This is accomplished by providing necessary testing and calibration, identifying defects and potential problem areas by utilizing tasking sheets for each piece of equipment and reducing the likelihood that emergencies will occur
    - A scheduled service task list will be discussed with your Authorized Customer Representative for the facility within the first month of this agreement to determine access to critical areas far in advance
- On an annual basis, you will receive a Service Binder documented all "agreement" activity throughout the year

- Service Maintenance for Door Operation
  - Check that the door/access system is fully operative and acknowledge any alarms
- Service Maintenance for Access Controllers and Door Hardware
  - Check all DC and AC Power Supplies for proper voltage levels to v~~V~~erify controller operation and communication on LAN
  - Visually inspect circuit boards to Check back-up battery for panel
  - Check back-up battery for door locks
  - Inspect door hardware for proper operation
- Service Maintenance for Video System Control Console
  - Visually inspect the operation of all security monitors
  - Manually exercise the pan tilt zoom cameras from the Control Console
  - Verify operation of auto pan operated cameras from Control Console
  - Verify play/record operation of the DVR Service Maintenance for Video System Cameras
  - Visually inspect all camera housings
  - Visually inspect operation of pan tilt zoom cameras
  - Verify operation of heater blower units inside the camera housings
  - Manually focus and verify all fixed position cameras

Normal Repair Service (8 *AM* - 5 PM) for Services Covered by This Agreement

- Schneider Electric (SE) will provide on-site response based on SE normal business hours, ***(except** on **SE** holidays)*
- Schneider Electric shall provide the labor to replace or repair the SE equipment installed at your facility in accordance with the ***Schedule A*** on Page 8
- Schneider Electric reserves the right to diagnose and correct any problems by remote dial into the system and/or instructing the operation personnel of corrective measures
- Normal Repair Service is only applicable to the Platinum Service Plan

Emergencv Repair Service (24/7) for Services Covered by This Agreement

- Schneider Electric will provide on-site response 24 hours a day, 7 days a week, *(including holidays)*
- Schneider Electric shall provide the labor to replace or repair the SE Hardware installed at your facility in accordance with the ***Schedule A*** on Page 8

- Emergency calls are defined by Schneider Electric as service calls where the work consists of correcting failures that constitute an immediate danger to personnel or property.
- Schneider Electric reserves the right to diagnose and correct any problems by remote dial into the system and/or instructing the operation personnel of corrective measures
- Emergency Repair Service is only applicable to the Platinum Service Plan

Guaranteed Response Time

- Schneider Electric will provide dial-in modem support within **two (2)** business hours and onsite service within **six** (6) business hours.
- When Emergency Repair Service is required Schneider Electric will respond within **two (2)** hours
- Guaranteed Response is only applicable to the Platinum Service Plan

Hardware Warranty

- Schneider Electric will repair or replace defective Electric Hardware listed on the ***Schedule A*** on Page 8.
- Repaired or replaced Hardware shall be provided with a 90-day warranty if failure is outside the terms of this Service Plan This includes labor to diagnose or to remove defective Hardware or to install replacement or repaired equipment
- Hardware covered in the Equipment List is only applicable to the Platinum and Silver Service Plans
- Hardware not listed on the ***Schedule A*** on Page 8 that is found defective, shall be discussed with you and we will obtain your written authorization to replace the defective hardware ~~the owner~~ prior to field replacement

Workstation and Peripherals

- Agreement includes planned maintenance routines performed on all of your access system workstations
- Includes checking workstation operation including fan operation, hard drive errors, operating system updates, and hard drive de-fragmentation if required Includes checking printer, cleaning print head, remove excess paper, and changing cartridge/ribbon
- Planned maintenance will be performed during normal business hours (8 00 am to 5 00 pm, Monday - Friday), with the option for after-hours arrangements

Network Equipment and Field Controllers

- Agreement includes planned maintenance routines performed on network interfaces, routers and field controllers
- Depending on devices' needs, checking the battery backup circuit, scan times, and verifying control routines
- Planned maintenance will be performed during normal business hours (8:00 a m to 5:00 p.m , Monday - Friday), with the option for after-hours arrangements

Field Devices

- Agreement includes planned maintenance routines performed on field devices connected to field controllers.
- Includes calibrating field devices' inputs and outputs and adjusting offsets in field controllers as needed.
- Results of the adjustment will verify accuracy of critical system components and identify any potential problems or component failure beyond adjustment
- Planned maintenance will be performed during normal business hours (8 00 a m to 5:00 p.m , Monday - Friday), with the option for after-hour arrangements

Database Protection

- The database protection option prepares your system to be restored in the event of damage to the system or the information contained in it Upon completion of the backup, you will receive a copy of the backup and another copy will be stored off-site (with your written approval) at our local office This provides additional protection in the event of damage to your on-site copy
- Backup frequency will depend on your facility's needs, size, system activity, and system sensitivity
- This agreement will include **four** (4) backup routines a year, performed on the entire Access system, including the front-end workstation and / or servers, as well as your entire network of field-mounted controllers
- Backups will be performed during normal business hours (8:00 a m to 5 00 p m) on a predefined date, as indicated in your service agreement.

Software Subscription

- During each scheduled Service visit, Schneider Electric will provide you with the latest revision of INET software for your system that matches your existing controller firmware platform. Schneider Electric will be responsible for installing all software for the Access system at your site Software Subscription service does not include hardware, firmware, or the labor necessary for hardware and firmware modifications

Schedule A

- Schneider Electric provided Access Controllers
- Schneider Electric provided SLI Interface Controllers
- Schneider Electric provided Network Routers
- Schneider Electric provided Card Readers
- Schneider Electric provided Access Control Hardware
- Schneider Electric provided Badge Printers
- Schneider Electric provided Cameras
- Schneider Electric provided Digital Video Recorders
- Schneider Electric provided Batteries and UPS Units
- **ALL DOOR LOCKS AND HARDWARE NOT PROVIDED BY SCHNEIDER ELECTRIC IS EXCLUDED FROM THE WARRANTY**

The following equipment is scheduled for **Quarterly** Preventative Maintenance visits

- Schneider Electric provided Access Controllers
- Schneider Electric provided SLI Interface Controllers
- Schneider Electric provided Network Routers
- Schneider Electric provided Card Readers
- Schneider Electric provided Access Control Hardware
- Schneider Electric provided Badge Printers
- Schneider Electric provided Cameras
- Schneider Electric provided Digital Video Recorders

Please contact Randy McNall at ***281-588-2185*** if you have any questions or require additional information I appreciate this opportunity to be of service

Signature Page

We would appreciate your signature in the space provided below as your acceptance of this agreement.

By and Between:

Schneider Electric Buildings Business
12121 Wickchester Lane, Ste 400A

Houston, Texas 77079
Randy McNall (281) 588-2185

Galveston County
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, TX 77553
Judge Mark Henry

Services shall be provided by Schneider Electric with quarterly visits at Galveston County Justice Center, as outlined in the attached proposal dated October 10,2012 and the following terms and conditions This agreement shall remain in effect for an original term of 1 year beginning 10/1/2012 and ending 9/30/2013 For services offered in the scope **as** outline above, you agree to pay Schneider Electric Buildings Business **$31,632 (Thirty-one Thousand, Six Hundred Thirty-two Dollars and No Cents).** Twelve Monthly invoices of **$2,636.00** per invoice. Payment will be made in accordance with the terms and conditions of Texas Prompt Payment Act.

This Agreement may be terminated by you for any reason or for no reason or for convenience upon thirty (30) days prior written notice to SE

Investments. Year 1 $31,632 annually paid $2,636 monthly Prices quoted in this proposal are firm for 30 days

Galveston County

Mark A Henry
County Judge

Proposal submitted by:
Randy McNall
Account Executive
Schneider Electric

Signature. Date 10/11/2012
Attest

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

Date: November 27, 2012

Master Service Agreement
TERMS AND CONDITIONS

Planned and / or routine maintenance services provided under this Agreement will be performed during normal working hours unless otherwise specifically stated

The guarantees and services provided under the scope of this agreement are conditioned you're your properly operating and maintaining the buildings covered by this Agreement You will do so according to industry-accepted practices

A You will provide and permit reasonable access to all covered equipment Schneider Electric Buildings Americas Inc will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the technician has verbally notified your Authorized Customer Representative that he has arrived on the premise

B SE shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief

C In the unlikely event of SE's failure to perform the obligations in this Agreement, SE's liability is limited to repair or replacement of product at its option, and such shall be your sole remedy Under no circumstances will SE be responsible for loss of use, loss of profits, increased operating or maintenance expense, or any special, indirect or consequential damages

D The Agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc It does not include responsibility for system, equipment and component obsolescence, electrical failures, nor unserviceable equipment such as ductwork, boiler shell and tubes, unit cabinets, boiler refractor material, electrical wiring, hydronic or pneumatic piping, structural supports, etc Manual operation of equipment or systems is also excluded from this coverage, unless clearly included by amendment

E SE is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this Agreement Any charges incurred for their proper disposal will be born by you and will be incremental to the contract price

F The agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by SE

G This Agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by SE Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment

H SE shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement

I This Agreement does not include the cleaning of any air passages, grilles, or air balancing of systems

J. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be Venue for any and all disputes shall be in Galveston County-Texas This agreement shall be governed by the laws of the State of Texas including the Texas rules of conflict of law But, prior to the instigation of litigation the parties will voluntarily subject themselves to mediation held in Galveston County, the cost of which shall be equally shared by the parties

K. SE shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the intentional or negligent acts or omissions of its employees and/ or agents and in no event shall it be liable for consequential or speculative damages SE shall not be liable for expenses incurred in removing, replacing or refinishing any part of any building (Modifications) that is required for SE to properly provide its services But such Modifications shall be as minimal as possible depending on the circumstances requiring such Modifications SE shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control

L Only SE's personnel or agents are authorized to perform the work included in the scope of this Agreement that is to be provided by SE The Company may, at its option, cancel its obligations under this Agreement should non-authorized individuals perform such services that are SE's obligation to provide under this Agreement

M This agreement and all rights hereunder shall not be assignable unless approved by the Company in writing

N In the event of additional freight, labor, or material costs resulting from your Authorized Customer Representative request made to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, you agree to pay these additional costs at the Company's currently established rate

O SE's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances In the event SE encounters such material in performing its work, will have the right to discontinue work and remove its employees until the hazard is corrected by you or it is determined no hazard exists

P This Agreement contains the entire Agreement-and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced

Q This agreement does not include the disposal of hazardous waste

R This agreement excludes repair of pre-existing conditions that are required to place this equipment into proper operating condition upon acceptance of this agreement

AGENDA ITEM #12d

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request	11/19/2012	2 Contract Type	Expense Revenue Other	3 Renewal Contract	Yes / No
4 Department Name	Information Technology	5 Department Contact	JJ Allen		
6 Description	Software Maintenance for Onbase				
7 IFAS PFID No	712652	8 IFAS Req No	9 Orgkey 1101159100	10 Object Code	5754095
11 Vendor	Edocument Resources	12 Vendor Contract No			
13 Requested Legal Review Yes / No (Explain if No)	Renewal				

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Imaging	5754095	$660 000 00	76,840 ~~$660 000 00~~				
22 Totals		660 000	660,000		-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 11/01/12	Auto Renewal Contract: Yes / No	Bid No: B111035
Contract End Date: 12/31/13	Contract # Issued By Purchasing: CM12004	

ORIGINAL - CM 12004

Approved By	Signature	Date
~~Department Head~~ Admin Coor	JJ Allen	11-19-12
Assistant Purchasing Agent	Ewen [illegible], CPPB	11/19/2012
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office	[illegible]	11/20/2012

edoc
RESOURCES

EXHIBIT A

SOFTWARE MAINTENANCE AND SUPPORT

TERMS AND CONDITIONS

The terms and conditions of this Exhibit A are subject to the provisions of the Agreement Unless otherwise specified, capitalized terms used in this Exhibit A shall have the meanings defined in the Agreement

1. DEFINED TERMS. The following terms in this Exhibit A shall have the meanings set forth below Other capitalized terms used herein have the definitions set forth herein or in the Agreement

1 1 "**Documentation**" shall mean electronic on-line material, including user manuals, provided by Licensor for the Supported Software and that relate to the functional, operational or performance characteristics of the Supported Software

1 2 "**Error**" shall mean any defect or condition inherent in the Supported Software that causes the Supported Software to fail to perform in accordance with the current Documentation published by Licensor

1 3 "**EULA**" shall mean the end user license agreement entered into between Client and Licensor governing the licensing of Software

1 4 "**New Products**" means new, separate product offerings, new modules, software changed to run with new operating systems or hardware, or software having new or substantially changed functionality

1 5 "**Standard Hours**" means Monday through Friday, 8 00 AM to 5 00 PM Central Time, excluding eDoc holidays

1 6 "**Supported Software**" shall mean Software which is (1) licensed to Client pursuant to an Order, (2) under Maintenance and Support, and (3) either the current released version of the Software, or the next immediately preceding released version of the Software Supported Software shall also include Upgrades and Enhancements which have amended and updated such Software Support Software shall not include any prior released version of the Software that has been superseded by a new release for more than two (2) years (as determined from the date that Licensor first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of that Software

1 7 "**Upgrades and Enhancements**" shall mean new versions, improvements, modifications, upgrades, updates, fixes and additions to the Supported Software that Licensor commercially releases to its end users generally during the Support Term to correct deficiencies or enhance the capabilities of the Supported Software, together with related updates of the Documentation Upgrades and Enhancements shall not include New Products

2. MAINTENANCE AND SUPPORT SERVICES. Subject to payment of the Maintenance and Support fee and these terms of this Exhibit A and the Agreement, eDoc will provide to Client the following Maintenance and Support on the Supported Software

2 1 Support During Standard Hours, eDoc will be available to provide Client with telephone and e-mail (support@edocumentresources com) support to answer general Supported Software product questions and to identify and correct properly reported Error(s) in the Supported Software that are confirmed by Licensor eDoc may also provide Maintenance and Support via remote network access as described herein Should Client experience an emergency situation outside of Standard Hours, Client may contact eDoc via telephone 24 hours

per day, 7 days per week, by calling eDoc's regular telephone Maintenance and Support number and using eDoc's after hours paging system eDoc's designated on-call support engineer will contact Client regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page eDoc reserves the right to notify Client that it is making unauthorized (i e , not in an emergency situation) or excessive use of after hours Maintenance and Support and to terminate the provision of such Maintenance and Support thereafter, unless Client pays eDoc for such continued after-hours Maintenance and Support at the rate of $250 per hour (with a minimum charge of one hour per call) Client shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Client shall have the opportunity to terminate the call and delay Maintenance and Support until Standard Hours

2 2 Error Correction Client shall promptly notify eDoc of any Errors in the Supported Software in accordance with this Agreement and eDoc's current Error reporting procedures After confirming such Error with Licensor, eDoc shall use commercially reasonable efforts to correct confirmed Errors

2 3 Upgrades And Enhancements. eDoc will provide to Client copies of all Upgrades and Enhancements to the Supported Software released by Licensor during the Support Term Client acknowledges and agrees that its rights to install and use such Upgrades and Enhancements are granted solely through the EULA Client acknowledges and agrees that eDoc's provision of Maintenance and Support is subject to modification by Licensor because Licensor has the right, at any time, to change the specifications and operating characteristics of the Supported Software and Licensor's policies respecting Upgrades and Enhancements and the release thereof to its end users Any Upgrades and Enhancements to the Supported Software and revisions to the Documentation pertaining to the Supported Software shall remain proprietary to Licensor and the sole and exclusive property of Licensor, and shall be subject to all of the restrictions, limitations and protections of the EULA All applicable rights to patents, copyrights, trademarks, other intellectual property, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Licensor

3. EXCLUSIONS FROM MAINTENANCE AND SUPPORT. The following are not included in Maintenance and Support, but may be available to Client under the terms of a separate Order

a Services required as a result of, in whole or in part, any alteration, enhancement, configuration or modification of any nature of the Software,
b Correction of any Error if Client has previously received corrections for such Error, but Client has not implemented such correction,
c Services required as a result of defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, data back-up and recovery system, third party software (other than third party software bundled with the Software), hardware or any system or networking utilized by Client,
d Retrofitting, modifying, or fixing configuration after installation of an Upgrade and Enhancement
e Installation or configuration for Software upgrades or New Products,
f Any services resulting from abuse, misuse, improper handling, accident or neglect by Client,
g Any services resulting from any party other than edoc or Licensor, or any subcontractor or agent of the foregoing, providing Maintenance and Support,
h Any services on Software that is not Supported Software
i Training, including training for new users when the software is first implemented in a production environment,
j Consulting,
k Services performed at Client facility, or
l Services resulting from any other problem that is reasonably determined by eDoc to be unrelated to the Software

4. ANNUAL MAINTENANCE FEES Maintenance and Support fees for the Initial Term (as defined below) shall be as specified on the Order for Software, and shall be due at the time of placement of the Order Maintenance and Support fees for a Renewal Term (as defined below) shall be determined by eDoc and eDoc shall notify Client of the new amount at least forty-five (45) days prior to the next Renewal Term eDoc shall invoice Client for Maintenance and Support fees for Renewal Terms at least forty-five (45) days prior to the end of the then-current Renewal Term The Maintenance and Support fees for any Renewal Term less than twelve (12) calendar months will be pro-rated based upon the number of calendar months in such period (including the calendar month in which such Renewal Term commences)

5. CLIENT'S RESPONSIBILITIES

5 1 Operation of the Software Client acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use In addition, Client is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction eDoc and Licensor shall have no responsibility or liability for data loss eDoc and Licensor shall have no responsibility or liability for Client's selection or use of the Software or any hardware, third party software or systems

5 2 Client's Implementation of Error Corrections and Upgrades and Enhancements In order to maintain the integrity and proper operation of the Supported Software, Client agrees to implement, in the manner instructed by eDoc, all Error corrections and Upgrades and Enhancements Client's failure to implement any Error corrections or Upgrades and Enhancements of the Supported Software as provided in this Section shall relieve eDoc of any responsibility or liability whatsoever for any failure or malfunction of the Supported Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Client be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term of the Agreement

5 3 Notice of Errors, Documentation of Errors Client shall provide prompt notice of any Errors in the Supported Software discovered by Client, or otherwise brought to the attention of Client, in accordance with Service Provider's then current policies for reporting of Errors During Standard Hours, proper notice may include, without limitation, prompt telephonic and/or written notice via e-mail to support@edocumentresources com of any alleged Error If requested by eDoc, Client agrees to provide written documentation of Errors to substantiate the Errors and to assist eDoc in the detection and correction of said Errors

5 4 Access to Premises and Systems Client acknowledges and agrees that eDoc requires on-line access to the Supported Software installed on Client's systems in order for eDoc to provide Maintenance and Support Accordingly, Client shall install and maintain, at Client's sole cost and expense, properly functioning and accessible communication methods, including without limitation telephones, online collaboration, e-mail systems, and the appropriate communications software as specified by eDoc, and Client shall establish and maintain, at Client's sole cost and expense, an adequate or dedicated connection with eDoc to facilitate eDoc's on-line Maintenance and Support Client shall make available reasonable access to and use of Client's premises, computer hardware, peripherals, Supported Software and other software as eDoc deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support In addition, Client acknowledges and agrees that Licensor may be engaged by eDoc to provide Error corrections or other Maintenance and Support directly to

Client and, accordingly, Client shall provide such same access directly to Licensor Such right of access and use shall be provided at no cost or charge to eDoc or Licensor

6. INITIAL AND RENEWAL TERMS OF MAINTENANCE AND SUPPORT Subject to the early termination provisions of the Agreement, the initial term of Maintenance and Support (the "**Initial Term**") shall commence on the day that eDoc issues to Client license codes for the Supported Software licensed by Client under the applicable EULA and shall expire on the first annual anniversary of such date or as such other date specified on the applicable Order Thereafter Maintenance and Support shall be automatically renewed on a cycle of either (1) annually for successive one-year terms, or (2) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends, and thereafter, annually on a calendar year by calendar year basis (each, a "**Renewal Term**"), unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term of Maintenance and Support The Initial Term and a Renewal Term together shall be referred to as the "**Support Term** "

7. TERMINATION OF MAINTENANCE AND SUPPORT. Client may terminate Maintenance and Support at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to eDoc Client shall not be entitled to a refund from eDoc of any Maintenance and Support fees for such termination If Client terminates Maintenance and Support because of a breach by eDoc, Client shall be entitled to a refund from eDoc of the "unused portion of the annual maintenance fees" for the then-current term of Maintenance and Support, provided however that Client is current on all payment obligations under this Agreement For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the Maintenance and Support fees paid by Client based on the then-remaining term for which such fees apply

7 1 Effect of Termination If Client elects not to renew Maintenance and Support services or either party terminates Maintenance and Support as set forth herein, such termination and/or election shall not affect Client's license to the applicable Software hereunder and the order for such Software shall remain in full force and effect If Client's license to use any of the Software is terminated for any reason, Maintenance and Support services will terminate as to such Software

7 2 Reinstatement of Maintenance and Support In the event of the termination of Maintenance and Support by Client under Section 7, Client may at any time reinstate Maintenance and Support in accordance with this Section 7 2 To obtain reinstatement, Client shall deliver a written request for reinstatement to eDoc, together with payment in full of (i) Maintenance and Support fees, based upon eDoc's support and maintenance fee schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement, and (ii) an amount equal to one hundred ten percent (110%) of the Maintenance and Support fee, based on Client's Maintenance and Support fees in effect as of the time of such reinstatement, for the Renewal Term of Maintenance commencing on the effective date of such reinstatement Any reinstatement under this Section 7 2 shall be effective as of the first business day after eDoc has received the payments required to be made hereunder in connection with such reinstatement Renewals of Maintenance and Support shall thereinafter continue as described in Section 6 above

Maintenance Renewal and Sales Quote

edocument
RESOURCES

Quote	Q000793
Date	10/18/2012
Page	1

6101 Baker Road
Suite 207
Minnetonka MN 55345-5958

Bill To

Galveston County Auditor's Office
P O Box 1418
Galveston TX 77553

Ship To

Galveston County Auditor's Office
P O Box 1418
Galveston TX 77553

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	GALVESTON	LM	BEST WAY	Net 30	0/0/0000	1,004,089

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	M-OBMPW1	OnBase Multi-User Licence Maint	EA	$1,108 34	$1,108 34
50	M-CTMPC1	OnBase Concurrent Client Qty 1-100	EA	$266 00	$13,300 00
1	M-DIMPW1	OnBase Production Document Imaging Maint	EA	$1,108 34	$1,108 34
2	M-DIMPW2	OnBase Production Document Imaging Maint	EA	$443 34	$886 68
22	M-AIMPW3	Desktop Doc Imaging Maintenance >30	EA	$332 50	$7,315 00
1	M-OCMPW1	OnBase Batch OCR Maint	EA	$332 50	$332 50
1	M-IAMPW1	Automated Indexing Maint	EA	$2,216 67	$2,216 67
1	M-PWMPI1	Signature Pad Interface Maintenance	EA	$1,330 00	$1,330 00
20	M-WLMPC1	Workflow Concurrent Clnt (1-20) Maint	EA	$443 33	$8,866 60
20	M-WLMPC2	Workflow Concur Client (21-50) Maint	EA	$354 66	$7,093 20
11	M-DGMPN1	Digital Signature Maintenance	EA	$44 34	$487 74
1	M-WTMPW1	OnBase Web Server NT Maint	EA	$2,216 67	$2,216 67
1	M-UNMPI1	Maintenance Unity Client Server	EA	$2,216 67	$2,216 67
1	M-SPMPI1	SharePoint Integration Maintenance	EA	$1,108 34	$1,108 34
1	M-AEMPI2	Application Enabler Enterprise Maint	EA	$11,083 34	$11,083 34
1	M-WSMPI1	Web Services Toolkit Maintenance	EA	$2,216 67	$2,216 67
1	M-PRMPI1	Physical Records Management Maintenance	EA	$3,325 00	$3,325 00
1	M-RIMPI1	Records & Inform Mgmt Module Maint	EA	$4,433 34	$4,433 34
1	M-DSMPI1	Distributed Disk Services Maintenance	EA	$1,108 34	$1,108 34
1	M-GWMPI1	Public Sector Constituency Web Access Maintenance	EA	$653 92	$653 92
1	M-OIMPW4-07	Office Business Application for 2007 Maint Enterprise	EA	$3,325 00	$3,325 00
1	M-OLMPI1-07	Intergration for Microsoft Outlook 2007 Maint	EA	$1,108 34	$1,108 34

Maintenance from 01 November 2012 to 31 December 2013

Subtotal	$76,840 70
Tax	$0 00
Freight	$0 00
Trade Discount	$0 00
Total	$76,840 70

Signature Mark Henry, County Judge

By signing this document it becomes a purchase order Upon receiving the software or services described above the purchaser agrees to pay for such goods and services according to the terms established or according to other terms as agreed to in writing by purchaser and eDocument Resources Finance Department The signer also warrants that he/she has the authority to bind purchasing company to these terms Purchase Order is not valid without signature and date If a purchase order number is required by the customer for internal processing, the customer agrees to provide a purchase order number to eDocument Resources within a reasonable time frame Unless otherwise specified the Bill To and Ship To addresses in the heading of this document will be used for order and invoice processing

AGENDA ITEM #12e

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/19/2012	2 Contract Type Expense Revenue Other		3 Renewal Contract Yes / No
4 Department Name Information Technology		5 Department Contact JJ Allen	
6 Description Smartnet Maintenace Renewal for County Cisco Equipment			
7 IFAS PEID No 713324	8 IFAS Req No	9 Orgkey 1101159100	10 Object Code 5423000
11 Vendor INX		12 Vendor Contract No	
13 Requested Legal Review Yes / No (Explain if No) Renewal			

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
R&M Equipment	5423000	$110 000 00	$71 619 70				
22 Totals		110,000	71 620	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/14/12	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 10/13/13	Contract # Issued By Purchasing:	

CM13059 - ESW
CM13060 - SW
CM13061 - SNT
CM13062 - SAS
CM13063 - SAU

Approved By	Signature	Date
~~Department Head~~ Admin Coor.	JJ Allen	11-19-12
Purchasing Agent	R Crowder /dm	11-20-12
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office 11/21/2012

INX Go DIRect
A PRESIDIO COMPANY

Quote #: 11291532-01
Date: 11/08/2012
Page: 1 of 1

Title: Galveston County Smartnet Renewal

To:
Galveston County
PO Box 1418
GALVESTON, TX 77553

From: Bridgette Shaw
INX LLC, a Presidio Company
11757 Katy Freeway
Suite 1160
Houston, TX 77079

Phone:
Email: ,

Phone: 469.549.3862
Fax:
Email: bshaw@presidio.com
Account Manager: Beth Ahlschlager

Comments: *Essential Software (ESW) - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes, maintenance and minor releases.
*Cisco Software Application Support (SAS) - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes, maintenance, and minor releases for the software application.
*Cisco Software Application Support Plus Upgrades (SAU) - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes, maintenance, minor releases, and major releases (Upgrades) for the software application.
*SMARTnet Standard 8x5xNBD (SNT) - Next-business-day delivery of advance replacement parts, provided the request is received prior to 3pm local time.
*Software Maintenance (SW) - TAC, CCO, IOS SW (No HW RPL)

1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL ESW	1	$22,816.00	$18,137.93	$18,137.93
2	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL SAS	1	$3,290.39	$2,615.86	$2,615.86
3	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL SAU	1	$790.00	$635.21	$635.21
4	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL SNT	1	$61,403.22	$48,815.56	$48,815.56
5	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL SW	1	$1,780.05	$1,415.14	$1,415.14

Sub Total: $71,619.70

Texas DIR-SDD-1366 CISCO Networking Equip, Product, Services and Tele Network Services

Grand Total: $71,619.70

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER LISTED ABOVE.
STATE OF TEXAS vendor ID 17605182499

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature — Date: 11/27/12

Presidio Representative — Date: 3/5/2013

Quote # 3743444
Quote Name Galveston County

SERIAL NUMBER	PRODUCT NUMBER	PRODUCT	QUANTIT	TARGET (	TARGET S	BEGIN DATE(D	END DATE(DE	INSTALL SITE	INSTALL SITE NAME	SITE ADDI	SITE ADDI	SITE CITY	SITE STAT	SITE POST	SITE COUI	LIST PRICE	CUSTOMER PRICE
1661J14BD58	L CWHUM 1 2 M	HUM 1 2 M	1	91900829	SAS	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 799 00	$ 635.21
CAT1034NH5Z	WS C3560 48PS S	Catalyst 35	1	91900830	SNT	14 Oct 2012	13 Oct 2013	3145942	GALVESTON COUNT	601 23RD	STE 103	GALVESTC	TX	77550	US	$ 419 00	$ 333 11
FOC1425X3SY	WS C2960G 48TC L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 445 00	$ 353 78
FOC1425X3U3	WS C2960G 48TC L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 445 00	$ 353 78
FOC1425X3TK	WS C2960G 48TC L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 445 00	$ 353 78
FOC1426Z0YY	WS C2960 48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1426Z0LR	WS C2960-48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1426Z0LX	WS C2960 48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1426Z0N6	WS C2960 48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1426Z0TK	WS C2960 48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1426Z0SA	WS C2960 48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1426Z0PD	WS C2960 48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1426Z0LQ	WS C2960 48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1433Z18X	WS C2960 48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FOC1433Z18F	WS C2960-48PST L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 260 00	$ 206 70
FTX143701AE	CISCO2901 V/K9	Cisco 2901	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 305 00	$ 242 48
FTX143701AM	CISCO2901 V/K9	Cisco 2901	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 305 00	$ 242 48
FTX1438826U	CISCO2901 V/K9	Cisco 2901	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 305 00	$ 242 48
FTX1438826V	CISCO2901 V/K9	Cisco 2901	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 305 00	$ 242 48
FTX1438824K	CISCO2901 V/K9	Cisco 2901	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 305 00	$ 242 48
FTX1437A1B3	CISCO2911 V/K9	Cisco 2911	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 440 00	$ 349 80
FTX1437A1B1	CISCO2911 V/K9	Cisco 2911	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 440 00	$ 349 80
FTX1435A03T	CISCO2911 V/K9	Cisco 2911	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 440 00	$ 349 80
FTX1435A041	CISCO2911 V/K9	Cisco 2911	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 440 00	$ 349 80
FTX1435A03S	CISCO2911 V/K9	Cisco 2911	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 440 00	$ 349 80
FTX1432AH7R	CISCO2921 V/K9	Cisco 2921	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 550 00	$ 437 25
FTX1432AH7P	CISCO2921 V/K9	Cisco 2921	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 550 00	$ 437 25
FDO1422P0FD	WS C3560X 48P S	Catalyst 35	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 470 00	$ 373 65
FDO1424K0H4	WS C3560X 48P S	Catalyst 35	1	91900830	SNT	14-Oct 2012	13-Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 470 00	$ 373 65
FDO1429K1PX	WS C3560X 48P S	Catalyst 35	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 470 00	$ 373 65
FDO1429K1Q8	WS C3560X 48P S	Catalyst 35	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 470 00	$ 373 65
FDO1429K1R4	WS C3560X 48P S	Catalyst 35	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 470 00	$ 373 65
FDO1429K1S5	WS C3560X 48P S	Catalyst 35	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 470 00	$ 373 65
FOC1439Z1JX	WS C2960S 48FPS L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 325 00	$ 258 38
FOC1439Y3P6	WS C2960S 48FPS L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 325 00	$ 258 38
FOC1439Y3RC	WS C2960S 48FPS L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 325 00	$ 258 38
FOC1439Y3PD	WS C2960S 48FPS L	Catalyst 29	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402030412	GALVESTON COUNT	COUNTY (	722 MOOD	GALVESTC	TX	77550	US	$ 325 00	$ 258 38
KQ4135Y	MCS 7835 I3 IPC1	Bare Metal	1	91900830	SNT	14 Oct 2012	13 Oct 2013	402056100	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 960 00	$ 763 20
JMX1436L0FF	ASA5510-BUN K9	ASA 5510 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 419 00	$ 333 11
JMX1436L0FE	ASA5510 BUN K9	ASA 5510 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 419 00	$ 333 11
JMX1437L0D2	ASA5510 BUN K9	ASA 5510	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 419 00	$ 333 11
JMX1437L0D0	ASA5510-BUN K8	ASA 5510 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 419 00	$ 333 11
JMX1450Z0LQ	ASA5505 BUN K9	ASA 5505 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX145040NS	ASA5505 BUN K9	ASA 5505	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX145040NR	ASA5505 BUN K9	ASA 5505 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX145040NQ	ASA5505 BUN K9	ASA 5505 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX1450Z0LN	ASA5505 BUN K9	ASA 5505	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX145040NM	ASA5505 BUN K9	ASA 5505	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX145040NN	ASA5505 BUN K9	ASA 5505 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX145040NL	ASA5505 BUN K9	ASA 5505	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX145040NP	ASA5505 BUN K9	ASA 5505 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX1450Z0LL	ASA5505 BUN K9	ASA 5505	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX1450Z0LM	ASA5505 BUN K9	ASA 5505	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
JMX1450Z0LP	ASA5505 BUN K9	ASA 5505 ,	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 71 00	$ 56 45
KQ8854Z	MCS 7835 I3 ECS1	Unity MCS	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404026489	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 1 120 00	$ 890 40
SCA044101RH	WS C6509 1300AC=	^Catalyst 6	1	91900830	SNT	28 Sep-2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 13 357 96	$ 10 619 58
SAD092804BH	VG248	^48 Port Vc	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 773 00	$ 614 54
SAD0928048L	VG248	^48 Port Vc	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 773 00	$ 614 54
FHK0910F19A	VG224	24 Port Voi	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 432 00	$ 343 44
FOX074200ZF	WS C4503	^Catalyst 4	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 1 764 00	$ 1 402 38
FOX09310708	WS C4506	^Catalyst 4	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 1 848 00	$ 1 469 16
FOX093201YD	WS C4506	^Catalyst 4	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 1 848 00	$ 1 469 16
FOX093201YH	WS C4506	^Catalyst 4	1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVESTC	TX	77550	US	$ 1 848 00	$ 1 469 16

CAT0943Z3AN	WS C3560 48PS S	Catalyst 35 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 419 00	$	333 11
FDO1339X5AN	WS C3560 48PS S	Catalyst 35 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 419 00	$	333 11
FDO1339X5AP	WS C3560 48PS S	Catalyst 35 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 419 00	$	333 11
FDO1339X5CJ	WS C3560 48PS S	Catalyst 35 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 419 00	$	333 11
FDO1339X5CS	WS C3560 48PS S	Catalyst 35 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 419 00	$	333 11
JMX1138L0DH	ASA5520 BUN K9	ASA 5520 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 959 00	$	762 41
JMX1138L0DJ	ASA5520 BUN K9	ASA 5520 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 959 00	$	762 41
JMX1344L28N	ASA5520 BUN K9	ASA 5520 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 959 00	$	762 41
JMX1344L28Q	ASA5520 BUN K9	ASA 5520 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 959 00	$	762 41
FTX0912A0FJ	CISCO2851 SRST/K9	2851 Voice 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 876 00	$	696 42
FTX1011A41N	CISCO2851 SRST/K9	2851 Voice 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 876 00	$	696 42
FTX1011A41W	CISCO2851 SRST/K9	2851 Voice 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 876 00	$	696 42
JMX1329L0ND	ASA5540 BUN K9	ASA 5540 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 2 039 00	$	1 621 01
JMX1329L0NQ	ASA5540 BUN K9	ASA 5540 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 2 039 00	$	1 621 01
FTX1420B033	AIR AP1242AG A K9	802 11a/g I 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 72 00	$	57 24
FTX1420B035	AIR AP1242AG A K9	802 11a/g I 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 72 00	$	57 24
FOC1205F06C	AIR WLC4402 25 K9	^4400 Sen 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 1 324 00	$	1 052 58
FOC1214F056	AIR WLC4402 25 K9	^4400 Sen 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 1 324 00	$	1 052 58
FOC1333F00T	AIR WLC4402 25 K9	^4400 Sen 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 1 324 00	$	1 052 58
FTX1201N1R3	AIR LAP1131AG A K9	802 11ag L 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 56 00	$	44 52
FTX1225N09D	AIR LAP1131AG A K9	802 11ag L 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 56 00	$	44 52
JMX1149Z057	ASA5505 BUN K9	ASA 5505 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 71 00	$	56 45
JMX1352Z0QC	ASA5505 BUN K9	ASA 5505 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 71 00	$	56 45
JMX1352Z0QD	ASA5505 BUN K9	ASA 5505 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 71 00	$	56 45
JMX1352Z0QG	ASA5505 BUN K9	ASA 5505 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 71 00	$	56 45
JMX1352Z0QH	ASA5505 BUN K9	ASA 5505 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 71 00	$	56 45
JMX1352Z0QJ	ASA5505 BUN K9	ASA 5505 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 71 00	$	56 45
JMX1352Z0QK	ASA5505 BUN K9	ASA 5505 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 71 00	$	56 45
FTX1421U07V	AIR LAP1310G A K9R	802 11g LV 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 104 00	$	82 68
FOC1215H03L	WS CBS3032 DEL F	Cisco Cata 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 174 00	$	138 33
FOC1216H006	WS CBS3032 DEL F	Cisco Cata 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 174 00	$	138 33
FOC1217H0NC	WS CBS3032 DEL F	Cisco Cata 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 174 00	$	138 33
FOC1217H0P0	WS CBS3032 DEL F	Cisco Cata 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 174 00	$	138 33
FTX1338S4CC	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4CE	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4CG	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4CH	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4CJ	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4CK	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4CP	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4JB	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4KW	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4LB	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4M1	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
FTX1338S4M4	AIR LAP1142N A K9	802 11a/g/ 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 80 00	$	63 60
KQVBWHK	MCS 7825 I4 CCX1	^HW Only I 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 560 00	$	445 20
FTX1352AHTG	CISCO2911/K9	Cisco 2911 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 440 00	$	349 80
FOC1506Z3VX	WS C2960 48PST L	Catalyst 29 1	91900830	SNT	24 Feb-2013	13 Oct 2013	404845091	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 165 26	$	131 38
FOC1517Z0D4	WS C2960 48PST L	Catalyst 29 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404845091	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 260 00	$	206 70
FTX151803CA	CISCO2901 V/K9	Cisco 2901 1	91900830	SNT	14 Oct 2012	13 Oct 2013	404845091	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 305 00	$	242 48
	SW ER 7 0 7825 K9=	Emrgncy R 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 899 00	$	714 71
	KEY ER7 X 100=	Emrgncy R 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 150 00	$	119 25
	KEY ER7 X 100=	Emrgncy R 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 150 00	$	119 25
	KEY ER7 X 100=	Emrgncy R 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 150 00	$	119.25
	KEY ER7 X 100=	Emrgncy R 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 150 00	$	119 25
	KEY ER7 X 100=	Emrgncy R 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 150 00	$	119 25
	KEY ER7 X 100=	Emrgncy R 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 150 00	$	119 25
	KEY ER7 X 100=	Emrgncy R 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 150 00	$	119 25
	CCX 70 P SEAT1	CCX 7 0 P 30	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 6 150 00	$	4 889 25
	UNITY7 USR E100=	^100 Unity 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 800 00	$	636 00
	UNITY7 USR E100=	^100 Unity 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 800 00	$	636 00
	UNITY7 USR E100=	^100 Unity 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 800 00	$	636 00
	UNITY7 USR E100=	^100 Unity 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 800 00	$	636 00
	UNITY7 USR E100=	^100 Unity 1	91900833	ESW	14 Oct 2012	13-Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 800 00	$	636 00
	UNITY7 USR E100=	^100 Unity 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 800 00	$	636 00
	UNITY7 USR E100=	^100 Unity 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 800 00	$	636 00
	UNITY7 USR E100=	^100 Unity 1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT 722 MOOD	GALVEST(TX	77550	US	$ 800 00	$	636 00

	UNITY7 USR E100=	^100 Unity	1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 800 00	$ 636 00
	UNITY7 USR E100=	^100 Unity	1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 800 00	$ 636 00
	LIC CM7 1 7835=	License Ur	1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 1 679 00	$ 1 334 81
	CM7 1 U K9 7835=	^SW Upgra	1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 1 679 00	$ 1 334 81
	CM7 1 U K9 7835=	^SW Upgra	1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 1 679 00	$ 1 334 81
	CM7 1 U K9 7835=	^SW Upgra	1	91900833	ESW	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 1 679 00	$ 1 334 81
	WCS APBASE 50	WCS Stand	1	91900834	SAU	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 799 00	$ 635 21
SMG1628N08S	VS C6509E SUP2T	Catalyst Ch	1	92522232	SW	31 Jul-2013	13 Oct 2013	405299722	GALVESTON COUNT	722 MOOD	2ND FLOC	GALVEST(TX	77550	US	$ 902 05	$ 717 13
SMG1628N080	VS C6509E SUP2T	Catalyst Ch	1	92522232	SW	02 Aug-2013	13 Oct 2013	405299722	GALVESTON COUNT	722 MOOD	2ND FLOC	GALVEST(TX	77550	US	$ 878 00	$ 698 01
	CSACS 4 2 WIN K9	CiscoSecu	1	91900829	SAS	14 Oct 2012	13 Oct 2013	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 1 799 00	$ 1 430 21
	CWLMS 3 1 300 K9	^LMS 3 1 S	1	91900829	SAS	14 Oct 2012	31 Dec 2012	404437133	GALVESTON COUNT	722 MOOD		GALVEST(TX	77550	US	$ 692 39	$ 550 45
															$ 90 087 66	**$ 71,619 70**

AGENDA ITEM #12f

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/19/2012	2 Contract Type Expense Revenue Other		3 Renewal Contract Yes / No
4 Department Name Information Technology		5 Department Contact JJ Allen	
6 Description Maintenance renewal of IBM hardware JP			
7 IFAS PFID No 702547	8 IFAS Req No	9 Orgkey 1101159100	10 Object Code 5423000
11 Vendor Net Data		12 Vendor Contract No	
13 Requested Legal Review Yes / No (Explain if No) No, can't be modified			

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Main/Repair Equipment	5423000	15200	12385 55				
22 Totals		15 200	12 386	-	-		

To Be Completed By Purchasing Department

Contract Start Date: 01/12/12	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date: 01/11/13	Contract # Issued By Purchasing: CM13053	

Approved By	Signature	Date
~~Department Head~~ Admin Coor	JJ Allen	11-19-12
Assistant Purchasing Agent	Ewen a McLaren, CPPB	11/19/2012
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office	[signature]	11/20/2012

P O Box 422
Sulphur Springs, Texas 75483
1 800 465 5127
FAX 903 885 1604
PHONE 903 885 0818
www netdatacorp.net

INVOICE

DATE NOVEMBER 19, 2012 INVOICE NUMBER 14230 TERMS DUE UPON RECEIPT

CLIENT INFORMATION	GALVESTON COUNTY AUDITOR'S OFF ATTN ACCOUNTS PAYABLE P O BOX 1418 GALVESTON TX 77553	FOR BILLING CYCLE FROM 11/19/2012 - 11/19/2012 PHONE - - FAX - -	CLIENT CODE	GAL 900340
			HOURLY RATE	CS $100 PRO $120 SE $150

JC	APPL	TYPE	EMP	DATE	DESCRIPTION	BEG TIME	END TIME	TOTAL	PRICE
	AVN	HDW	DO	11/19	1)YR IBM HARDWARE MNT-SERVER 01/12/12-01/11/13 (DO1066)				$12,385 55

NET DATA USE ONLY	SUMMARY OF CHARGES	PLEASE PAY THIS AMOUNT
CREDIT NO _____	TOTAL HOURS 00 CHARGE HOURS 00 NOCHARGE HOURS 00 FLAT FEES $12,385 55	$12,385 55

MESSAGES

RE LAUREN MICHAELS

** ASK US ABOUT IMPROVING JP FINES AND COLLECTIONS **
** AT NO COST CALL GHS AT 877-439-1900 **

Thank You!

SCOTT STAHL VICE PRESIDENT

INV 8/11

IBM Master Services Attachment for ServiceElite

1. Scope of Services

IBM will provide you Services as described in this Attachment and, if applicable, its Statements of Work and Change Authorizations to support your hardware and software products (called "Eligible Machines", "Eligible Programs", and together "Eligible Products"). Services are available for Eligible Products normally used for business, professional, or trade purposes, rather than personal, family, or household purposes

IBM will identify the Eligible Products, the Services that apply to them, and the Services transaction contract period in Schedules that reference this Attachment and any associated Statements of Work and Change Authorizations. Each Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Eligible Machine Services and Eligible Program Services contained in this Attachment and its Statements of Work and Change Authorizations apply only when you have contracted for an associated Eligible Machine maintenance Service or Eligible Program support Service as specified in a Schedule

2. Sales through IBM and IBM Business Partners

You may acquire Services through IBM or an IBM Business Partner, or their designee, authorized to resell IBM Services. IBM Business Partners establish the price and general business terms at which they market the IBM Services to you and they will communicate these directly to you for all transactions they initiate with you. However, IBM establishes the terms of each Service IBM provides and our general business responsibilities associated with these Services Therefore, IBM will provide the Services as described in this Attachment and its associated Statements of Work and Change Authorizations (and their Schedules)

Whenever IBM is required to provide notification to you or you are required to provide notification to IBM, each of us also agrees to notify the applicable IBM Business Partner if one is engaged in the transaction.

In the event that you have contracted through an IBM Business Partner that is no longer able to offer IBM Services, for any reason, IBM will so notify you in writing. You may continue to receive the Services by instructing IBM (in writing) to transfer administration of the Services to either 1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) that is approved to offer you IBM Services, or 2) IBM under a standard direct marketing relationship that enables IBM to generate charges and invoicing.

IBM is not responsible for 1) any actions of IBM Business Partners or their designees, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements

3. IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Attachment or an associated Statement of Work or Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block below).

4. Your Responsibilities

When you contract for an applicable Service, you agree.

1 to provide IBM with an inventory in which you identify all Eligible Products to be covered at each Specified Location and to notify IBM whenever you move, add or delete Eligible Products at an existing Specified Location or set up new Specified Locations,
2 that when an applicable Service includes IBM providing you with access codes to electronic diagnostic tools, information databases, or other Service delivery facilities, you will limit the use of these to only those who are authorized to use them under your control and only in support of Eligible Products and Services identified in Schedules,
3 to provide IBM with the necessary information it requests to perform Services which are related to its provision of the Services to you and to notify IBM of any changes,
4 to pay any communications charges associated with accessing these Services including but not limited to phone and Internet connection charges, unless IBM specifies otherwise in writing,
5 to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise;
6 to securely erase from any Machine that you return to IBM for any reason all programs not provided by IBM with the Machine and data, including without limitation, the following: 1) information about identified or identifiable individuals or legal entities ("Personal Data") and 2) your confidential or proprietary information and other data If removing or deleting Personal Data is not possible, you agree to transform such information (e g by making it anonymous or encrypting it) so that it no longer qualifies as Personal Data under applicable law. You also agree to remove all monetary funds from Machines returned to IBM IBM is not responsible for any funds, programs not provided by IBM with the Machine, or data contained in a Machine that you return to IBM You acknowledge that, to perform its responsibilities, IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world, and you authorize IBM to do so, and
7 acknowledge that Services will be performed on-site at your location, and off-site at IBM location(s). You also understand and acknowledge that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for delivery of Services

5. Mutual Responsibilities

Each of us will comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export of certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each of us shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

6. Automatic Inventory Increase for Machine and Software Maintenance Services

If specified as a selected option in the Schedule, IBM will automatically increase the inventory count and associated Services at Specified Locations per the terms set out below.

OPTION #1 - MACHINE MAINTENANCE SERVICES

IBM will automatically increase the inventory count and associated Machine maintenance Services whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period. IBM Machines specifically excluded from coverage at transaction contract period start will remain outside the scope of this Section unless you request IBM add them during the transaction contract period. However, all Eligible IBM Machines added to your inventory during the transaction contract period will be included in the inventory count and receive maintenance Services as set out in this Section.
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type at the Specified Location, unless agreed upon in writing by both parties.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

If at any time either of us requests a review of the inventory count, each of us will provide reasonable cooperation to the other in updating the last formal inventory.

OPTION #2 - SOFTWARE SERVICES

IBM will automatically increase the inventory count and associated software Services whenever an Eligible Program licensed for use on an Eligible IBM Machine is added to the inventory. The software maintenance Services that apply for these programs will be the same as that which you are receiving for all other copies of the Program licensed for use on Eligible IBM Machines of the same type at the Specified Location.

These software Services will commence immediately upon addition of the Eligible Program to the inventory except that for software maintenance Services, a) if the Program is covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence at the expiration date of that support period, or b) if the Program is not covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence immediately and After License Fees may apply.

If at any time either of us requests a review of the inventory count, each of us will provide reasonable cooperation to the other in updating the last formal inventory.

7. Charges and Payment

For sales through IBM, your charges are calculated taking into account your Service selections, price protection option, payment option, and for prepayments, length of the prepay period.

FOR EACH TRANSACTION PACKAGE YOU MAY SELECT ONE OF THE FOLLOWING 3 PRICE PROTECTION OPTIONS. YOUR SELECTION WILL BE SPECIFIED IN THE SCHEDULE ASSOCIATED WITH THAT TRANSACTION PACKAGE.

OPTION #1 ANNUAL - PRICE PROTECTION DURING EACH TRANSACTION CONTRACT YEAR ONLY
IBM may revise charges. However, any rate increase will not take effect until the next yearly anniversary of the start of the transaction contract period. At the start of each transaction contract year, you will be invoiced at the charge rates that are then in effect and that invoice will serve as your notice of charge rate changes.

All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at the previous yearly anniversary of the start of the transaction contract period. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date.

OPTION #2 FULL - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES
For the entire transaction contract period, charges for included Eligible Product configurations and Services will not increase. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date. You will receive the benefit of a decrease in applicable charges for amounts which become due on or after the effective date of the decrease.

OPTION #3 PREPAY - PRICE PROTECTION FOR TRANSACTION CONTRACT PERIOD PREPAY
Since you have selected to prepay for the entire transaction contract period, you will not be subject to increases in charges (during that period) for included Eligible Product configurations and Services. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start with adjustment for the reduced prepay period. Eligible Products and Services that become generally available during the transaction contract period will be added subject to the charge rate that applied on their initial availability date with adjustment for the reduced prepay period. If you elect to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period), you must provide IBM written notification (at least one month prior to the start of the renewal period) and prepayment for the entire renewal period. Otherwise, charges for the renewal period will revert to a quarterly billing cycle under the terms set out for Option #1 above

FOR EACH TRANSACTION PACKAGE, THE FOLLOWING CHARGE ADJUSTMENT TERMS APPLY.

Total Services charges may be adjusted whenever:

1. a review of the inventory count indicates a change from the last accounting, or
2. a Specified Location is affected by a change that results in additional costs (e.g a change in tax rates), Eligible Machine type, or Service is added, deleted, or changed

For sales through IBM Business Partners, your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions (e.g termination), or for IBM's provision of some additional services (e.g. Service upgrades) These actions or additional services are identified in this Attachment and its associated Statements of Work and Change Authorizations with an asterisk (**). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge or may be entitled to a credit or refund. You will make payment directly to your IBM Business Partner.

IBM may charge you directly for certain expenses IBM incurs in performance of a Service for you (e g. actual travel and living expenses, out-of-pocket expenses) IBM will not incur these expenses without your prior written approval.

8. Renewal and Termination

IBM will automatically renew Services unless you or your IBM Business Partner request otherwise For each transaction the Schedule will specify the number of years (0 or greater) in the Renewal Contract Period. Whenever this number is greater than 0, IBM will renew the applicable Services at the end of the transaction contract period for the number of years specified. Thereafter, IBM will automatically renew the Services for same length periods unless you or your IBM Business Partner notify IBM in advance of your desire to change the length of the renewal. You, your IBM Business Partner, or IBM can select not to renew by providing written notification (at least one month prior to the end of the current transaction contract period) to the others of its decision not to renew. Nonrenewal notification sent to you by IBM or received by IBM from either you or your IBM Business Partner will result in IBM ceasing to provide you the applicable Services at the end of the current transaction contract period

In case of renewals, charges are recalculated at the start of each renewal period For sales through IBM, the new charges will be based on the length of the Renewal Contract Period and then current charges associated with your contracted a) Services, b) price protection option, and c) payment option.

One of the following termination provisions will apply based on the length of the transaction contract period specified in the Schedule.

PROVISION #1 - ONE YEAR TRANSACTION CONTRACT PERIOD
You may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. Otherwise, Services must be under contract for at least one year If you select automatic renewals, you may also terminate Services after the first full year of Service by providing IBM one month's written notice prior to the end of your first year of Service. You will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision.* You may also terminate Services by providing IBM one month's written notice, after the Services have been under contract for at least one year. You will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision.*

PROVISION #2 - MULTI-YEAR TRANSACTION CONTRACT PERIOD
You have committed to continue Services for the entire transaction contract period. However, you may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing IBM one month's written notice, and paying an adjustment fee equal to the charges for a number of months equal to the number of years in the Transaction Contract Period.* However, the Services must have been under contract for at least one year upon termination After allowing for applicable adjustments, you will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision *

9. Services

Warranty Service Upgrade
For certain Eligible Machines, you may select a Service upgrade from the standard type of warranty Service for the Machine. IBM provides Service for Machines as described in our Agreement but charges for the upgrade in type of Service during the warranty period

You may not terminate the Service upgrade or transfer it to another Machine during the warranty period When the warranty period ends, the Machine will become part of your standard inventory count and will convert to maintenance Service at the same type of Service you selected for warranty Service upgrade

Maintenance of IBM Machines
IBM will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

Certain Machine types may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution

A machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date. All Eligible Machines must be in good working order For more details contact your sales representative.

Maintenance of Non-IBM Machines
IBM will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures and supplies prior to placing a Service request

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer. Repair parts will be functionally equivalent to those replaced. They may be new or used and may have been manufactured by other than the original manufacturer. You may request that IBM use repair parts manufactured by the original manufacturer when these are available, but there may be an additional charge for these parts *

In addition to items set form in the Agreement, IBM's support does not cover:

1 Machine installation, engineering change activity, or preventive maintenance;
2 correction of data related errors IBM will make the final determination of whether a data related error is the source of the problem,
3. service of microcode or firmware, or
4 service of features, parts, or devices not supplied by either a) the Machine's original manufacturer or b) IBM during the performance of this Service

Upon written notice, IBM may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support.

Eligible non-IBM Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service If the Machine is not in an acceptable condition for Service, IBM will notify you and terminate coverage for the inspected machine.

You agree to provide IBM one month's written notice prior to terminating coverage for a Machine being permanently removed from productive use within your Enterprise. You will receive a prorated credit for any remaining prepaid period associated with the terminated coverage unless indicated otherwise in the transaction document.

IBM Software Maintenance
IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service

General:

1 IBM makes available to you the most current commercially available version, release or update to all of the Eligible Programs for which you acquire support under this Service, should any be made available. Information on ordering versions, releases or updates can be found at http://www-05.ibm.com/servers/eserver/iseries/OpenSoftwt.html , and selecting the Entitled Software Update ("ESU") screen tab
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3 IBM provides assistance via telephone and, if available, electronic access, only to your Information Systems ("IS") technical support personnel during normal business hours (normal business hours are 8:00 a.m. to 5:00 p.m. in the local time zone where you receive this Service, Monday through Friday, excluding national holidays). This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at http://www14.software.ibm.com/webapp/set2/sas/ibmsupguide/home.html for details. A 24x7 (every day of the year) all severity option is available for an extra charge.* During normal business hours, IBM's response time objective is two hours for voice and electronic problem submissions. For voice problem submissions during other than normal business hours, IBM's response time objective for critical problems (Severity 1) is two hours and if available and you select the 24x7 all severity option, four hours for non-critical problems. For electronic problem submissions during other than normal business hours, IBM's response time objective is within two hours of the start of normal business hours on the next business day. IBM's initial response (either voice or electronic) may result in resolution of your problem or it will form the basis for determining what additional actions may be required to achieve technical resolution of your problem. IBM is not responsible for delays in electronic response delivery caused by systems and network problems
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission. If you decline providing remote access to your system by IBM, IBM may be limited in its ability to fully provide the Services necessary to resolve the problem and if IBM is unable to do so, IBM will notify you and close out the service call.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Eligible Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.
6 This Service is provided solely for servers that are located within the United States. For calls that originate from outside of the United States 1) toll free telephone access is not available, 2) "8:00 a.m. to 5:00 p.m. in the local time zone" is defined as the time zone where your designated Point of Contact resides, Monday through Friday (excluding national holidays), 3) replies or other return communication to the caller will be via a United States telephone number provided by you or electronic means only, 4) software "traps" or other tools that may be necessary to diagnose problems will be sent only to the United States server location, and 5) the diagnosis and repair of data encryption will be discussed only with personnel at the United States server location.
7 All support will be provided in the English language only

Eligible Programs: Licensed programs for which this Service is available are listed at http://www-03.ibm.com/services/s/products/ or may be obtained from your IBM representative. The listing of Eligible Programs contains the last date of service for each respective release of licensed programs. IBM will support only current releases It is your responsibility to ensure that, when calling in for service, your software is current.

Software Maintenance After License Fee: The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

Optional Feature Support
In addition to your purchase of IBM Maintenance for selected IBM products and/or Software Maintenance for your AIX Operating System and selected License Program Products, you may purchase IBM's Support via USA Citizens for software or Support via USA Citizens for hardware feature This feature provides standard IBM remote hardware and software support delivered and managed exclusively by USA Citizens who are located in the continental United States IBM Support via USA Citizens is available via voice support during prime shift only for software. Your hardware support will be 24x7 Each time you call IBM, this feature's process will be engaged only after you identify yourself as a Support via USA

Citizens customer and IBM verifies your entitlement for this feature. Your hardware error data for analysis and call data will be managed by USA Citizens only.

Machine Control Program Remote Support
This remote support Service is provided only for Machine Control Programs. The term "Machine Control Program" ("MCP") means code delivered with an IBM Machine that executes below the external user interface (e.g. is implemented in a part of storage that is not addressable by user programs).

IBM will provide you remote assistance (via telephone from IBM's support center or via electronic access) in response to your routine installation, configuration, and usage (how-to) questions pertaining to MCPs on your covered IBM Machines. This assistance is provided during normal business hours (8:00 a.m. to 5.00 p.m. in the local time zone where you receive the Service, Monday through Friday, excluding national holidays). For an additional charge*, you may upgrade your Service hours of coverage to 24 x 7

Remote Support does not include assistance for 1) the design and development of code, 2) your use of a MCP in other than its specified operating environment, 3) use on other than the specified machine, or 4) failures caused by products for which IBM is not responsible under this Service. This Service does not include on-site assistance at your location.

This 1) Attachment, 2) its applicable Transaction Documents (e.g. Statements of Work, Change Authorizations and Schedules), and 3) the IBM Customer Agreement (or an equivalent agreement in effect between us) identified below ("Agreement") comprise the complete agreement regarding the Services described in this Attachment and its applicable Transaction Documents and replace any prior oral or written communications between Customer and IBM. Each party accepts the terms of this Attachment by signing this Attachment (or another document that incorporates it by reference) by hand or, where recognized by law, electronically.

As used in this Attachment, "you" and "your" refer to the transaction contracting entity that is part of the Enterprise identified below

Agreed to:

By _____
Authorized signature

Name (type or print): Mark Henry

Date: 12/19/12

Enterprise number: 03509600

Enterprise address:

GALVESTON COUNTY
722 MOODY CRUMPTON
GALVESTON TX 77550-2303

Agreed to:
International Business Machines Corporation

By Barbara A. Fuller
Authorized signature

Name (type or print): Barbara A. Fuller

Date: Dec. 27, 2012

Reference Agreement number:

Attachment number: MA0CNH1

IBM address:

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082

AGENDA ITEM #13a

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS P O DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

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

November 9, 2012

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

RECEIVED
NOV 13 2012
GALVESTON COUNTY JUDGE

RE **Bids on Galveston County Tax Foreclosed Resale Property Have Not Been Approved By Commissioner's Court Grantee: Lindsay Wood**

Dear Ms Lopez,

Perdue Brandon Fielder Collins & Mott, LP has received offer on the tax foreclosed properties listed below on which Dickinson ISD is the Trustee Please schedule these for review by the Commissioner's Court Attached for the Commissioner's reference are copies of the Resale Bid Analysis, Resale Offer Bid Form, the prepared Resale Deed and the Bid Sheet from the tax sale on the following properties

Cause #	CAD #	Bid Amount
07TX0714	1100-0027-0021-000	$ 13,000 00
07TX0300	1100-0032-0003-000	$ 5,000 00

If these sales are approved, please have Judge Mark Henry sign the enclosed Resale Deeds and return them to Perdue Brandon Fielder Collins & Mott, LLP at the address shown on Page 10 of the Resale Deed

If you have any questions, please give me a call

Best regards,

Judy A. Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

BID ANALYSIS

Cause # 07TX0714
Bid Amount $13,000
Bidders Name Lindsay Wood
Strike Off Date 01-31-2011

Acct # 1100-0027-0021-000
Property Value $19,150 00
Minimum Bid at first sale $19,150 00

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Santa Fe ISD	1987-2009	$11,125 28
Galveston County	1987-2009	$8,366 07

Total: $19,491.35

COSTS

Publication Fee (Payable to Galveston County Sheriff's Department)	$888 20
Court Costs (Payable to Galveston County District Clerk)	$917 00
Ad Litem Fees (Payable to Brenda Dushane)	$500 00
Research Fee (Payable to Lyn Wingert & Associates)	$250 00
Filing Fees- Resale Deed Fee (Payable to Galveston County Clerk)	$24 00
Broker Fees (Payable to RE/MAX Space Center c/o Randy Barr)	$780 00

Total: $3,359.20

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: Nov. 2012 P/I
Santa Fe ISD, Galveston WCID #8	2010	$465 60
Galveston County	2010	$366 92

Total: $832.52

PROPOSED DISTRIBUTION

Bid Amount $13,000 00
Net to Distribute $9,640 08

Costs $3,359 20
Post Judgment $832 52*

Disburse checks as follows:

Santa Fe ISD	57 078%	$5,502 78	Pro-rated amount for judgment yrs 1987-2009
Galveston County	42 921%	$4,138 02	Pro-rated amount for judgment yrs 1987-2009
PBFCM		$3,359 20	Costs due under law suit/ tax sale/ resale
Total		**$13,000.00**	

**Purchaser will be billed for post judgment taxes once resale deed has been recorded*

07TX0714 PROCEEDS DISTRIBUTION

		$ 20,380 09
Property Re-Sold for		$ 13,000 00
Payment of Costs Pursuant to Texas Property Tax Code §34 02	**Original Amt Due At Sale**	**Actual Disbursement**
(1) Advertising		
to "Galveston County Sheriffs Dept " (publication costs)	$ 888 20	$ 888 20
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (filing fees)	$ -	$ 24 00
(3) Attorney Ad Litem Fees		
to "Brenda Dushane"	$ 500 00	$ 500 00
(4) Court Costs		
to "Galveston County District Clerk"	$ 917 00	$ 917 00
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 250 00
(6) Reimbursement - Costs, Fees		
to "RE/MAX Space Center c/o Randy Barr" (Broker fees)	$ -	$ 780 00
	$ 2,555 20	$ 3,359 20

Taxing Entity Distribution	**Proportionate Share**	**Taxes Due at Original Sale**	**Resale Share/(Loss)**
to "COUNTY OF GALVESTON"	0 4452815489	$ 3,529 02	$ 1,842 58
to "SANTA FE INDEPENDENT SCHOOL DISTRICT"	0 5707800000	$ 12,454 72	$ 5,502 78
to "CITY OF SANTA FE"	0 2421248639	$ 1,918 93	$ 1,001 92
to "COLLEGE OF THE MAINLAND"	0 1704460689	$ 1,350 85	$ 705 31
to "DRAINAGE DISTRICT #1"	0 0792873285	$ 628 38	$ 328 09
to "EMS DISTRICT #1"	0 0628601897	$ 498 19	$ 260 12
	Subtotal	$ 20,380 09	$ 9,640 80
	Grand Total	$ 22,935 29	$ 13,000 00

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF GALVESTON	§	

KNOW ALL MEN BY THESE PRESENTS that the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34 05, Texas Property Tax Code, for and in consideration of the sum of THIRTEEN THOUSAND DOLLARS AND 00/100 ($13,000) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by LINDSAY WOOD ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 07TX0714, styled Galveston County, et al vs Edward J Bieger, et al said property being described as

LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), BLOCK TWENTY-SEVEN (27), IN THE TOWN OF ALTA LOMA, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY AS "TRACT TWO" IN THE INSTRUMENT RECORDED AT VOLUME 2791, PAGE 538 IN THE OFFICIAL DEED RECORDS (ACCOUNT NUMBER 1100-0027-0021-000)

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

GRANTOR conveys the property

(a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

(b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

(c) subject to any right of redemption, and

(d) subject to rights of parties in possession

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

(a) the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,

(b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

(c) the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),

(d). compliance with applicable environmental laws, rules or regulations, and

(e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body

By acceptance of this deed, GRANTEE acknowledges and agrees.

(a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

(b). GRANTEE has inspected the property and is relying solely on **her** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

(c) that any information provided with respect to the property was obtained from a variety of sources, and

(d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information

(e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any

construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **her** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants

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

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said LINDSAY WOOD, **her** successors, beneficiaries, heirs and assigns forever, so that neither the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1 nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE

Executed this 27th day of November, 2012

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2012

SANTA FE INDEPENDENT SCHOOL DISTRICT FOR ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF THE GALVESTON COUNTY EDUCATION DISTRICT

_____
JOHN ROTHERMEL
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JOHN ROTHERMEL, President, Board of Trustees, Santa Fe Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____, 2012

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires _____

SEAL

GALVESTON COUNTY

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of November 2012.

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires. Feb. 14, 2015

COLLEGE OF THE MAINLAND

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared_____, _____, College of the Mainland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT #8

_____

TIM TURNER
MANAGER

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared, TIM TURNER, General Manager, Galveston County Water Control & Improvement District #8, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012

_____

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires _____

CITY OF SANTA FE

_____

RALPH STENZEL
MAYOR

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared RALPH STENZEL, Mayor, City of Santa Fe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012.

_____

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires _____

GALVESTON COUNTY EMERGENCY SERVICE
DISTRICT #1

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, Galveston County Emergency Service District #1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires. _____

GALVESTON COUNTY DRAINAGE DISTRICT #1

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, Galveston County Drainage District #1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires _____

Grantee LINDSAY WOOD
101 BENDING BROOK CT
DICKINSON, TEXAS 77539

<u>AFTER RECORDING, RETURN TO</u>:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #13b

BID ANALYSIS

Cause # 07TX0300
Bid Amount $5,000
Bidders Name Lindsay Wood
Strike Off Date 01-31-2011

Acct # 1100-0032-0003-000
Property Value $19,150 00
Minimum Bid at first sale $16,226 18

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Santa Fe ISD	1992, 1995-2009	$8,765 01
Galveston County	1992, 1995-2009	$6,790 17

Total: $15,555.18

COSTS

Publication Fee (Payable to Galveston County Sheriff's Department)	$734 60
Court Costs (Payable to Galveston County District Clerk)	$671 00
Ad Litem Fees (Payable to Brenda Dushane)	$500 00
Research Fee (Payable to Lyn Wingert & Associates)	$250 00
Filing Fees- Sheriff Deed Fee (Payable to PBFCM, LLP)	$20 00
Filing Fees- Resale Deed Fee (Payable to PBFCM, LLP)	$40 00
Broker Fees (Payable to RE/MAX Space Center c/o Randy Barr)	$300 00

Total: $2,515.60

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: Nov. 2012 P/I
Santa Fe ISD	2010	$465 60
Galveston County	2010	$366 92

Total: $832.52

PROPOSED DISTRIBUTION

Bid Amount $5,000 00
Net to Distribute $2,484 40

Costs $2,515 60
Post Judgment. $832 52*

Disburse checks as follows:

Santa Fe ISD	56 347%	$1,399 91	Pro-rated amount for judg yrs 1992, 1995-2009
Galveston County	43 652%	$1,084 49	Pro-rated amount for judg yrs 1992, 1995-2009
PBFCM		$2,515 60	Costs due under law suit/ tax sale/ resale
Total		**$5,000.00**	

**Purchaser will be billed for post judgment taxes once resale deed has been recorded*

07TX0300 PROCEEDS DISTRIBUTION

		$ 16,061 48
Property Re-Sold for		$ 5,000 00
Payment of Costs Pursuant to Texas Property Tax Code §34 02	**Original Amt Due At Sale**	**Actual Disbursement**
(1) Advertising		
to "Galveston County Sheriffs Dept " (publication costs)	$ 734 60	$ 734 60
(2) Reimbursement - Costs, Fees		
to "PBFCM, LLP" (filing fees)	$ -	$ 60 00
(3) Attorney Ad Litem Fees		
to "Brenda Dushane"	$ 500 00	$ 500 00
(4) Court Costs		
to "Galveston County District Clerk"	$ 671 00	$ 671 00
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 250 00
(6) Reimbursement - Costs, Fees		
to "RE/MAX Space Center c/o Randy Barr" (Broker fees)	$ -	$ 300 00
	$ 2,155 60	$ 2,515.60

Taxing Entity Distribution	**Proportionate Share**	**Taxes Due at Original Sale**	**Resale Share/(Loss)**
to "COUNTY OF GALVESTON"	0.4478252204	$ 3,152 84	$ 485 66
to "SANTA FE INDEPENDENT SCHOOL DISTRICT"	0 5634700000	$ 9,021 14	$ 1,399 91
to "CITY OF SANTA FE"	0 2350178046	$ 1,654 61	$ 254 88
to "COLLEGE OF THE MAINLAND"	0 1723313174	$ 1,213 27	$ 186 89
to "DRAINAGE DISTRICT #1"	0 0788400382	$ 555 06	$ 85 50
to "EMS DISTRICT #1"	0 0659856195	$ 464 56	$ 71 56
	Subtotal	$ 16,061 48	$ 2,484 40
	Grand Total	$ 18,217 08	$ 5,000 00

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF GALVESTON	§	

KNOW ALL MEN BY THESE PRESENTS that the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34 05, Texas Property Tax Code, for and in consideration of the sum of FIVE THOUSAND DOLLARS AND 00/100 ($5,000) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by LINDSAY WOOD ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No 07TX0300, styled Galveston County, et al vs. James Corbett said property being described as:

LOTS THREE (3) AND FOUR (4), ALTA LOMA TOWNSITE, SANTA FE, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT BOOK 257, PAGE 26 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS (ACCOUNT NUMBER 1100-0032-0003-000)

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

GRANTOR conveys the property·

(a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

(b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

(c) subject to any right of redemption, and

(d) subject to rights of parties in possession

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

(a) the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,

(b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

(c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),

(d) compliance with applicable environmental laws, rules or regulations; and

(e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees.

(a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

(b) GRANTEE has inspected the property and is relying solely on **her** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

(c) that any information provided with respect to the property was obtained from a variety of sources, and

(d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.

(e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any

construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **her** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants

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

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said LINDSAY WOOD, **her** successors, beneficiaries, heirs and assigns forever, so that neither the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1 nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE

Executed this 27th day of November, 2012.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2012.

SANTA FE INDEPENDENT SCHOOL DISTRICT FOR ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF THE GALVESTON COUNTY EDUCATION DISTRICT

_____
JOHN ROTHERMEL
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JOHN ROTHERMEL, President, Board of Trustees, Santa Fe Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____, 2012

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires. _____

SEAL

GALVESTON COUNTY

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of November 2012.

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14 2015

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: Feb. 14, 2015

COLLEGE OF THE MAINLAND

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared_____, _____, College of the Mainland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT #8

_____
TIM TURNER
MANAGER

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared, TIM TURNER, General Manager, Galveston County Water Control & Improvement District #8, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

CITY OF SANTA FE

_____
RALPH STENZEL
MAYOR

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared RALPH STENZEL, Mayor, City of Santa Fe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires. _____

GALVESTON COUNTY EMERGENCY SERVICE
DISTRICT #1

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, Galveston County Emergency Service District #1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires _____

GALVESTON COUNTY DRAINAGE DISTRICT #1

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, Galveston County Drainage District #1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2012

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires· _____

Grantee LINDSAY WOOD
101 BENDING BROOK CT
DICKINSON, TEXAS 77539

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #14

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

November 12, 2012

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax Refunds in Excess of $2,500 00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

Account Number	Amount	Reason
5562-0003-0024-000	$ 2,594 05	Over Payment
4218-0000-0009-000	$ 7,034 28	Duplicate Payment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
5562-0003-0024-000	$ 2,594.05	Over Payment
4218-0000-0009-000	$ 7,034.28	Duplicate Payment

AGENDA ITEM #15a

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Jonathan K Frels
Partner

713 221 1599 Office
800 404 3970 Fax

Jonathan Frels@bgllp com

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

November 12, 2012

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

Re· NRG Energy, Inc Project – Proposed Order for Adoption

Dear Judge Henry

Enclosed is a proposed Order of the Galveston County Commissioners Court relating to approval required in connection with the proposed issuance by the City of Texas City Industrial Development Corporation (the "*Issuer*") of its Industrial Development Revenue Bonds (NRG Energy, Inc Project) Series 2012 (the "*Bonds*")

At the request of NRG Energy, Inc ("*NRG Energy*"), the Issuer proposes to issue the Bonds and loan the proceeds thereof to NRG Energy to provide funds to pay the costs of the installation of a natural-gas-fired electric generation facility and related pipeline and interconnection facilities, all to be located in Galveston County, as described in the attachment to the proposed Order (the '*Project*")

Because a portion of the Project lies outside of the city limits of the City of Texas City, in order to permit NRG Energy to use proceeds of the Bonds for the portion of the Project to be located in Galveston County (the "*County*"), approval of the Galveston County Commissioners Court is required under Texas law pursuant to the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended The Order would provide such approval

In addition, federal tax law requires that a public hearing be conducted to give the public the opportunity to express their views with respect to the Project The proposed Order would allow the Issuer to conduct such hearing for the County and the City of Texas City, and authorize you to approve the Project solely for purposes of complying with federal tax law

As expressly stated in the Order, the approval of the County is <u>not</u> to be construed as a representation or warranty or other undertaking of any kind by the County with respect to the Bonds or the Project, and the County will <u>not</u> be obligated to pay the Bonds or otherwise

incur any liability in respect thereof Rather, the approval is to be granted solely for purposes of meeting the requirements of Texas law and federal tax law

In order to meet the December 31, 2012 deadline for issuing the Bonds under the Hurricane Ike bond program, which is administered by the State of Texas, we would ask that the County consider the Order at its meeting on Tuesday, November 27, 2012

Please let me know if you or any of the Commissioners have any comments or questions regarding the proposed Order I can be reached at (713) 221-1599 Thanks again for your assistance

Very truly yours,

Jonathan K. Frels

Jonathan K Frels

Enclosures
C Harvey Bazaman, Galveston County
Cristy C Edwards, Firm

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Melissa Eason
Paralegal

713 221 3338 Office
800 404 3970 Fax

Melissa Eason@bgllp com

Brace well & Giuliani LLP
711 Louisiana Street
Suite 2300
Houston Texas
77002 2770

November 30 2012

Ms Brandy Chapman
Galveston County Attorney's Office
Galveston County, Texas
722 Moody
Galveston, Texas 77550

Re City of Texas City Industrial Development Corporation Industrial Development Revenue Bonds (NRG Energy, Inc Project) Series 2012

Dear Brandy

Enclosed as discussed between Harvey Bazaman and Jonathan Frels of our firm are five signature copies of the Certificate of County Judge relating to the above-referenced bond issue As approved by the Galveston County Commissioners Court by Order adopted on November 27 2012 if you and Mr Bazaman find the enclosed to be in order please obtain the signature of Judge Henry on all five copies of the enclosed and return them to me in the enclosed self-addressed Federal Express envelope Please let us know if you have any questions or comments Thank you very much

Very truly yours

Melissa Eason
Paralegal

Enclosures
Cc Jonathan K Frels, Esq
Amanda K Edwards Esq

STATE OF TEXAS
APPLICATION FOR QUALIFIED HURRICANE IKE DISASTER AREA BOND DESIGNATION

This application is required pursuant to the Proclamation of the Governor of the State of Texas issued on December 7, 2009, providing for administration of the qualified Hurricane Ike disaster area bond program and establishing priorities for the designation of such bonds.

****APPLICATION FEE: $1,000**
Fees should be sent to. Comptroller of Public Accounts
Item Processing – Lock Box Section
208 E 10th Street
Austin, TX 78701

TO: Program Administrator
Texas Bond Review Board
300 W. 15th Street, #409
Austin, Texas 78701-1649

DUPLICATE: Director, Division of Disaster Recovery and Renewal
Office of the Governor
P O Box 12428 Hand delivery· 1100 San Jacinto Avenue
Austin, Texas 78711 Austin, TX 78701

Name of Project

NRG Texas City Peaker Plant Project

Parties (only include applicable items)

1. Issuer

Issuer Name	City of Texas City Industrial Development Corporation
Principal Contact.	Nick Finan
Address	1801 9th Avenue North Texas City, Texas 77590
Telephone·	(409) 643-5927
E-mail.	nfinan@texas-city-tx.org
Issuer's Authorizing State Statute·	Texas Development Corporation Act, Chapter 501, Texas Local Government Code (as amended)

2. Obligor/Project User

Name:	NRG Energy, Inc or an affiliate
Principal Contact.	Christopher C. O'Hara
Address	1201 Fannin Street NRG Tower at the Pavilions Houston, Texas 77002
Telephone·	(713) 537-2245
E-mail·	chris.ohara@nrgenergy com
Business Structure.	Corporation
State and Date of Incorporation/ Creation:	Delaware/ May 29, 1992

3. Issuer's Sponsoring Governmental Unit

Name	City of Texas City
Principal Contact	Nick Finan
Address	1801 9th Avenue North Texas City, Texas 77590
Telephone·	(409) 643-5927
E-mail	nfinan@texas-city-tx org

4. Bond Counsel

Name:	Bracewell & Giuliani L.L P
Principal Contact:	Cristy Edwards
Address	711 Louisiana Street, Suite 2300 Houston, Texas 77002
Telephone.	713 221.1346
E-mail:	cristy.edwards@bgllp.com

Name:	Vinson & Elkins L.L.P.
Principal Contact·	Patricia Hunt Holmes
Address	1001 Fannin Street, Suite 2500 Houston, Texas 77002
Telephone	713.758.1018
E-mail	pholmes@velaw com

5 **Underwriter**

Name	Bank of America Merrill Lynch
Principal Contact	Timothy Harte
Address:	Bank of America Merrill Lynch 600 Peachtree Street Atlanta, GA 30308
Telephone.	(404) 607-5601
E-mail:	timothy.c.harte@baml.com

6. Financial Advisor N/A

7. Authorized Representative of Issuer

Name.	City of Texas City
Principal Contact	Nick Finan
Address:	1801 9th Avenue North Texas City, Texas 77590
Telephone	(409) 643-5927
E-mail	nfinan@texas-city-tx org

8. **Others:** Please indicate any others you would like to receive emailed requests for further information or notifications regarding reservations

NAME	E-MAIL
Amanda K. Edwards	amanda edwards@bgllp.com
Jonathan K. Frels	Jonanthan.frels@bgllp.com
Timothy Muller	timothy.muller@nrgenergy.com

Bond Qualification Details

9. Designation is hereby requested in the principal amount of $ $75,000,000

In the event that the State is unable to grant a designation for the full amount requested, applicant will not accept a designation less than $ $50,000,000

10. Qualified Project Type
- ☒ Nonresidential Real Property
- ☐ Public Utility Property
- ☐ Qualified Residential Rental Project
- ☐ Qualified Mortgage Loans for single family housing for homeowners who suffered home damage in Hurricane Ike

11 Location of Project or single family homes (include county and zip codes)

5501 State HWY 146 Texas City, Texas 77518

Project Details

Complete the questions under this heading for projects other than qualified mortgage loans

12. Did the entity that will own or use the Project suffer a loss in Hurricane Ike?

Yes	X
No	

Obligor suffered damage from Hurricane Ike totaling approximately $3,200,000 at several of its Texas facilities

If not, will the entity that will own or use the Project be carrying on a trade or business replacing a trade or business with respect to which another person suffered a loss attributable to Hurricane Ike?

Yes	N/A
No	N/A

13. Briefly describe the Project, the extent to which it involves repair or replacement of property damaged by Hurricane Ike, and the type of business of Obligor/User

NRG will be contracting for the installation of a natural gas fired electric generation facility of approximately 330MW The facility will be comprised of 6 gas combustion turbines and its balance of plant equipment in a simple cycle configuration. The project will also require the installation of natural gas pipeline facilities along with electric interconnection facilities to allow for operation

14. Estimated project costs broken down by

[illegible]	[illegible]
Land	$0
Building	$850,000
Equipment	$45,696,000
Interest during Construction	$7,187,500
Costs of Issuance and net Original Issue Discount	$750,000
Gas Installation/Turbine Inspection/Permitting & Other Owner Costs	$26,677,877
Installation, Labor, Civil and Shipping	$62,704,000
TOTAL	**$143,865,377**
Less other sources of funds	$68,865,377
Bond Amount	$75,000,000

15. Anticipated total payroll resulting from or expected to be saved by Project?

NRG is estimated to spend $342,000 for the 3 employees on the site

16. Unemployment from the Texas Workforce Commission from the most recent month of the county (ies) or Metropolitan Statistical Area (MSA) in which the Project is located?

7.1% (September 2012)

17. Number of expected full-time equivalent jobs to be created?

3 employees Other maintenance and support personnel would also work on the site, but we are not able to estimate the total number at this time.

Number of expected full-time construction/temporary jobs?

Approximately 50 Construction Jobs

18. Average salary of permanent jobs created

$114,000

19. Does the Project development plan provide jobs that enhance opportunities for Texas in technology, advanced manufacturing, environmental processing or other areas that provide for a specialized workforce? If so, how?

The facility will be a state of the art, remotely dispatched peaking plant in the state of Texas

20. Is a workforce training program a component of the Project's development plan?

Yes, operators will receive extensive training prior to start up.

21. In what other way would financing of the Project with tax-exempt bonds further the public interest?.

Financing of the project would provide a state of the art remotely dispatched peaking plant in the state of Texas. The plant would provide reserve capacity to the Texas grid and benefit consumers by providing power in periods of peak load

22 Key Dates

The Texas City Peaker Plant Project	DATE (M/D/Y)
When designation is required	November 16, 2012
Approximate completion of plans and specs	January 2013
Approximate Commencement of construction	January 2013
Estimated completion of construction	August 2014
Estimated date project to be placed in service	August 2014

Project Financing

23. Expected closing date | December 20, 2012 |

**(or at least 6 weeks after designation of allocation is received).*

24. Has this Project received a previous reservation for tax-exempt financing?

Yes	
No	X

Is this Project eligible for any other type of tax-exempt financing?

Yes	
No	X

If yes, please explain why this Project should receive Ike Bond allocation as opposed to pursuing other types of tax-exempt financing.

*Use continuation sheet to provide additional information.

Application Attachments

25. ☒ Certification Regarding Fees & Check Copy, on the form prescribed by the Board
    ☒ Inducement Resolution or Preliminary Action
    ☒ Legal Counsel Opinion (Qualified Hurricane Ike Bond and authorization under state law)
    ☒ Issuer's Certified Articles of Incorporation and Bylaws
    ☒ Issuer's Certificate of Continued Existence
    ☒ Obligor's/User's Articles of Incorporation and Bylaws
    ☒ Obligor's/User's Certificate of Continued Existence (except for qualified mortgage loans)
    ☒ Obligor's/User's Certificate of Good Standing (including partners or parents) (except for qualified mortgage loans)
    ☒ Estimated Sources and Uses of Funds

Project Certification

26. Certification: The information contained in this Application for qualified Hurricane Ike disaster area bond designation and related attachments is, to the best of our knowledge, true and accurate.

CITY OF TEXAS CITY INDUSTRIAL DEVELOPMENT CORPORATION
(Name of Issuer)

_____
(Signature)

_____
(Name/Title)

_____
(Date)

Estimated Sources & Uses of Funds
NRG Texas City Peaker Plant Project

Source of Funds	Amount
Tax Exempt Bond Proceeds	$75,000,000
NRG Equity	$68,865,377
Total Source of Funds	**$143,865,377**

Summary of Project Costs	Amount
Land	$0
Building	$850,000
Equipment	$45,696,000
Interest during Construction	$7,187,500
Costs of Issuance and net Original Issue Discount	$750,000
Gas Installation/Turbine Inspection/Permitting & Other Owner Costs	$26,677,877
Installation, Labor, Civil and Shipping	$62,704,000
TOTAL Project Costs	**$143,865,377**

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

1 The Commissioners Court of Galveston County, Texas, convened in regular meeting on November 27, 2012, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit

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

and all of said persons were present except for _____, thus constituting a quorum Whereupon, among other business, the following was transacted at said meeting a written

ORDER WITH RESPECT TO NRG ENERGY, INC. PROJECT

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

AYES **5**,

NOES **0**,

ABSTENTIONS **0**

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

SIGNED AND SEALED this November 27, 2012

Dwight D. Sullivan
County Clerk

By: Brandy Chapman **Deputy**
Brandy Chapman

#4199076 4

ORDER WITH RESPECT TO

NRG ENERGY, INC.

PROJECT

WHEREAS, NRG ENERGY, INC and its subsidiaries or affiliates (collectively, the "*Company*") propose to construct an electric generation project (the "*Project*") in Galveston County, Texas (the "*County*"), as more fully described in **Exhibit A** attached hereto, and

WHEREAS, the Company has requested that the City of Texas City Industrial Development Corporation (the "*Issuer*") issue its Industrial Development Revenue Bonds (NRG Energy, Inc Project) Series 2012 (the "*Series 2012 Bonds*") to finance the construction of the Project, including portions of the Project located outside the boundaries of the City of Texas City, the Issuer's sponsoring governmental unit (the "*Unit*"), subject to certain requests, hearings and approvals from any other governmental unit in which the Project is located, and

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

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

WHEREAS, the Commissioners Court desires hereby to authorize the holding of a public hearing with respect to the Project by a hearing officer duly authorized by the Issuer after reasonable public notice, and

WHEREAS, Commissioners Court desires hereby to authorize the County Judge to approve the Project and the issuance of the Bonds as the "applicable elected representative" in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*")

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

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

Section 2 Public Hearing and Approval for Federal Income Tax Purposes In order to comply with Section 147(f) of the Code, a public hearing shall be held in which members of the public shall be permitted to express their views with respect to the Project, and the Issuer's issuance of the Series 2012 Bonds for the purpose of financing the Project Such hearing is hereby authorized to be conducted by the hearing officer duly appointed by the Issuer, and may be conducted as a combined hearing for the Unit and the County to the extent permitted by Section 147(f) of the Code and Treas Reg § 5f 103-2(d)

Notice of such hearing was published no less than 14 days prior to the date such hearing will be held in a newspaper of general circulation in the County and such notice and publication are hereby ratified and approved Based solely upon the results of such hearing, and solely for purposes of complying with Section 147(f) of the Code, the County Judge is hereby authorized and directed to execute a certificate certifying approval of the Project and the issuance of the Series 2012 Bonds for the purpose of financing the Project

SECTION 3. <u>DISCLAIMER OF LIABILITY</u>. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE SERIES 2012 BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF THE SERIES 2012 BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.

ADJUDGED, ADOPTED AND DECREED this 27th day of November, 2012

EXHIBIT "A"

NRG ENERGY, INC PROJECT

The Project will consist of the acquisition, construction, installation and/or equipping of an approximately 330MW capacity natural-gas-fired electric generation facility, including but not limited to gas combustion turbines, other plant equipment, natural gas pipeline facilities and electric interconnection facilities, and other facilities, to be located at or about 5501 State Hwy 146, Texas City, Texas 77518 in Galveston County, Texas

CERTIFICATE OF COUNTY JUDGE OF
GALVESTON COUNTY, TEXAS
(NRG Energy, Inc Project)

The undersigned County Judge of Galveston County, Texas (the "*County*") hereby certifies with respect to the issuance by the City of Texas City Industrial Development Corporation (the "*Corporation*") of its Industrial Development Revenue Bonds (NRG Energy, Inc Project) Series 2012 (the "*Bonds*"), that

1 This certificate is based upon the attached CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING relating to the public hearing conducted on November 30, 2012 by the duly appointed hearing officer in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), and

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

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

EXECUTED as of December 4, 2012

County Judge
Galveston County, Texas

Certificate of Public Hearing Officer

Attached

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

CITY OF TEXAS CITY INDUSTRIAL DEVELOPMENT CORPORATION
INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NRG ENERGY, INC PROJECT)
SERIES 2012

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

I hereby certify as follows

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the proposed issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in a newspaper of general circulation available to residents of Galveston County Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds, and the project to be financed by the issuance of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed

WITNESS MY HAND this 30th day of November, 2012

By _____
Hearing Officer

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

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF HARRIS

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

---

BRACEWELL & GIULIANI 25548433 89418221
RAN A LEGAL NOTICE
SIZE BEING 1 X 131 L

product	date	class	page
hc	Nov 16 2012	1245 0	D_frilg_6

Pat Daniel

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this the 16th Day of November A D 2012

Lolie Gonzales

Notary Public in and for the State of Texas

OTICE OF
JBLIC HEARING
TY OF TEXAS CITY
DUSTRIAL
EVELOPMENT
ORPORATION
IDUSTRIAL
EVELOPMENT
EVENUE BONDS
IRG ENERGY INC
ROJECT)
ERIES 2012

otice is hereby given of public hearing to be eld by the City of Texas ity Industrial Develop ient Corporation on be alf of the City of Texas ity Texas and Galveston ounty Texas. The public earing will be held on ovember 30 2012, at) 00 a.m., at the City of exas City, Texas City Hall cated at 1801 9th Ave- ue North Texas City xas 77590 with respect the issuance of one or ore series of the above aptioned tax exempt ualified Hurricane Ike isaster area bonds by e City of Texas City In ustrial Development orporation in a par mount not to exceed 75 000 000 (the "Bonds)

he proceeds of the onds will be loaned to RG Energy, Inc or an af- liate (the "User") to be sed to (a) finance and/ r reimburse the User for portion of the costs of cquisition, construction stallation and/or equip- ing of an approximately 30MW capacity natural as-fired electric genera- on facility, including but ot limited to gas com- ustion turbines other lant equipment, natural as pipeline facilities and lectric interconnection acilities, and other facili es and (b) pay the costs issuance of the Bonds ollectively the 'Proj t") The initial operator the Project will be NRG exas Power LLC or an af liate of NRG Energy, Inc. he Project will be lo ated at 5501 State High ay 146, Texas City, Texas 7518 in Galveston ounty Texas

he aforesaid public earing is a combined earing" within the eaning of Section 103-2(d) of the Trea- ury Regulations, and the ocation of said public earing is within 100 iles of the seat of gov rnment of each partici- ating governmental unit eyond whose geo- raphic jurisdiction the earing is conducted.

he public hearing will be onducted by Nick Finan r his designee All inter- sted persons are invited attend such public earing to express their iews with respect to the roject and the issuance f the Bonds. Questions r requests for additional formation may be di- ected to Cristy Edwards he Representative J, o Bracewell & Giuliani LP, 711 Louisiana, Suite 300, Houston, Texas 7002 (facsimile 00 404 3970) Persons vho intend to appear at he hearing and express heir views are invited to ontact the Representa- ive in writing in advance f the hearing. Any inter- sted persons unable to ttend the hearing may ubmit their views in vriting to the Represen- ative prior to the date cheduled for the hear- ng

his notice is published

eduled for the near
9

his notice is published
nd the above-described
earing is to be held in
atisfaction of the re-
uirements of Section
47(f) of the Internal Rev-
nue Code of 1986, as
mended, regarding the
ublic approval prerequi-
te to the exemption
om federal income
axation of the interest on
he Bonds.

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

AGENDA ITEM #15b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/21/2012	2 Contract Type Expense Revenue Other		3 Renewal Contract Yes / No
4 Department Name Professional Services		5 Department Contact Mel Trammell	
6 Description Financial Advisory Services			
7 IFAS PEID No	8 IFAS Req No	9 Orgkey N/A	10 Object Code
11 Vendor Louis Paulsen & Co		12 Vendor Contract No	
13 Requested Legal Review Yes / No (Explain if No)			

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
N/A	Expense fund with Debt Service fund						
	only if debt is issued.						
22 Totals					-		-

To Be Completed By Purchasing Department

Contract Start Date 12/2012	Auto Renewal Contract Yes / No	Bid No
Contract End Date 12/31/2013	Contract # Issued By Purchasing	

Approved By	Signature	Date
Department Head	Harvey Bozeman	11/20/12
Purchasing Agent	~~VAKAOWA~~ Unavailable	
County Legal	Harvey Bozeman	11/20/12

Contract listed in Budget Documentation Yes / No

County Budget Office [signature] 11/21/2012

Form Number

Revised 9/25/2012

SUITE 200
1413 TREMONT

LOUIS PAULS & CO.
INVESTMENT BANKERS
GALVESTON, TEXAS 77550

TELEPHONE 409-763-4678
FAX 409-763-4678

RECEIVED

NOV 07 2012

GALVESTON COUNTY
LEGAL DEPARTMENT

November 6, 2012

Mr Harvey Bazaman, County Legal Director
722 Moody, 5th Floor
Galveston, TX 77550

Re Financial Advisory Contract between Galveston County and Louis Pauls & Co

Dear Harvey,

It has come to my attention that our existing contract will expire on December 31, 2012 We last requested a renewal in a letter dated November 24, 2010. I have reviewed the existing contract, and would appreciate the County renewing and extending the contract until December 31, 2014 (2 years)

A copy of a new contract with the exact same terms and conditions is enclosed for your review and approval Please let me know if you desire any changes I appreciate your assistance each time this comes up for renewal

Sincerely,

Louis Pauls Jr

Louis Pauls Jr

11/9/12 Renew for one year. HB

Enclosure

FINANCIAL ADVISORY CONTRACT

(M.A.C. Form C-1 Revised Standard Form of Agreement between Political Subdivision and Financial Advisor Covering Issuance of Securities. Form approved by the Municipal Advisory Council for Use of Members Only.)

Date January 1, 2013

To: Honorable Mark Henry, County Judge
And Galveston County Commissioners' Court
Galveston, Texas 77550

Gentlemen:

1. We understand that you are contemplating the issuance of securities of the kinds, in the amounts, and for the purposes indicated as follows:

Any Proposed Financing Authorized by the County

and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for Galveston County **(hereinafter called "Issuer").**

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity we agree to perform the following duties, and to perform such other duties, as, in our judgment, may be necessary or advisable:

a. We will make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service, and where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.

b. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing securities which can be sold under terms most advantageous to Issuer, and at the lowest interest cost consistent with all other considerations.

c. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set a time, which, in our opinion, will be favorable.

d. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.

e. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and such other market documents which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, a copy of which list shall be submitted to you upon request. We will also supply sufficient copies of the Official Statement or Offering Statement to the purchaser of the securities in accordance with the terms of the Notice of Sale.

f. We will make recommendations to the Issuer on the matter of bond rating(s) for the proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency(ies). In those cases where the advisability of personal presentation of information to the bond rating agencies may be indicated, we will arrange for such personal presentation.

g If the securities are to be sold at public sale we will disseminate information to prospective bidders, we will organize such information meetings as in our judgment may be necessary, and will work with prospective bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids, and the furnishing of good faith checks where indicated, and for the purpose of tabulation and comparison of bids, and will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. Should the bonds be eligible under Texas laws for purchase by the State Board of Education, the Financial Advisor will be responsible for the preparation of an Application for Purchase or Waiver and its timely submission to the Board. We shall assist you in the preparation or verification of final closing figures, and when requested, will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.

h. We will act as your agent in arranging for the printing of the securities, and will submit same for execution and impression of seal, and we will attend to their delivery to the Attorney General for approval and the Comptroller of Public Accounts for registration, it being understood that title to and ownership of the printed securities shall be in the Issuer until they are sold and delivered to the purchaser.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain _to be determined_ _____, a firm of recognized municipal bond attorneys, who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liason with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

Where the issuance and sale of the securities, and construction of the project in question, requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval, and when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staffs of any state or governmental agencies involved, and we will, for qualified projects, coordinate the preparation of financial assistance applications required for state involvement.

4. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities it is understood and agreed that our fee will be as follows:

(SEE ATTACHED FEE SCHEDULE)
(EXHIBIT "A")

In consideration of the above fee we will assume and be responsible for the following expenses:

(SEE SECTION 8)

Our fee and reimbursable expenses shall become due and payable simultaneously with the delivery of the securities to the purchaser

13 In the event any bond election be necessary, if such election shall fail, the fee due us hall be N/A, however, should the same or similar propositions again be submitted to election held with N/A months from date hereof, then at our option the agreement covered by this proposal shall apply to any such securities

14 It is further understood and agreed that we reserve the right to submit a bid for the securities when offered for sale

HO initials

15 This agreement shall be terminated by the delivery to the purchaser of all the securities covered hereby, whether delivered all at one time or in installments, or by December 31, 2013 whichever shall last occur, or upon the issuance of a thirty day notice of termination by either party to the other

16 Special Conditions In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions: In addition, the County shall pay directly or reimburse the Financial advisor for the following:

a) Attorney's fees
b) Printing of the bonds
c) Printing and mailing cost of the Notice of Sale, Official Statement and Official Bid Forms
d) Bond rating fees paid to rating agencies, (Standard & Poor's, Moody's Investors Service, and/or Fitch)
e) Travel expenses incurred in connection with obtaining ratings and/or bond insurance
f) Advertising in buyer's publications, (Texas Bond Reporter, The Bond Buyer)
g) Attorney General's fees for examination of Transcript
h) Bond insurance if applicable

9 This proposal is submitted in duplicate originals. When accepted by Issuer it will constitute the entire agreement between Issuer and the undersigned for the purpose and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the returning of one executed copy to us·

Respectfully submitted,
Firm· Louis Pauls & Co

By Louis Pauls Jr
Louis Pauls Jr , President

ACCEPTANCE

ACCEPTED pursuant to_____adopted by the Commissioners' Court of Galveston County On this 27th of November 2012

Title MARK A. HENRY
County Judge

ATTEST:

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

EXHIBIT "A"

RECOMMENDED FINANCIAL ADVISORY FEES

A. BASIC SCHEDULE

The following basic schedule covers bonds or certificates of obligation individually authorized.

If the amount of bonds delivered to the Purchaser Is:			The Recommended Minimum Fee Is:
MORE THAN		LESS THAN	
$0		$ 1,000,000	$ 10,000 Minimum
$ 1,000,000	to	$ 5,000,000	$ 10,000 plus $2.50 per $1,000 for all over $1,000,000
OVER		$ 5,000,000	$ 20,000 plus $1.00 per $1,000 for all over $5,000,000

Voted Tax Bonds - As Per Fee Schedule

Combination Tax and Revenue Bonds or Certificates of Obligation, add 10% to Fee Schedule

Revenue Bonds or Certificates of Obligation such as Hospital, Toll Road, or Toll Bridge, add 25% to Fee Schedule

Refunding Bonds - As Per Fee Schedule

AGENDA ITEM #15c

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

November 14, 2012

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

Re Claim for Damages from missing property
Claimant Ms Gay Lyn Weigelt
Date of Loss 08/02/12
Amount $688 00

Gentlemen

This is to recommend a full and final settlement of the above referenced claim

Upon being taken into custody at the Galveston County Jail, Ms Weigelt surrendered her property Her property included a custom dental mouthpiece, several other items When she was released it was determined that her property had mistakenly been given to another person The settlement amount represents the full amount of the value of her missing property

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check Should you have any questions, please call

Sincerely,

Barry C. Willey

Barry C Willey

BCW/mfa

cc Sheriff Freddie Poor

AGENDA ITEM #16a

State of Texas §
§
County of Galveston §

ORDER PROHIBITING OUTDOOR BURNING IN ALL UNINCORPORATED AREAS OF GALVESTON COUNTY, TEXAS (OUTDOOR BURN BAN)

On this, the 27th day of November, 2012, the Commissioners' Court of Galveston County, Texas convened in a **Regularly Scheduled Meeting** with the following members present

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

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

Whereas, pursuant to Section 352 081 of the Local Government Code, the Commissioners' Court by order may prohibit or restrict outdoor burning in all or part of the unincorporated area of Galveston County, Texas,

Whereas, in accordance with Section 352 081(c)(2) of the Local Government Code, the Commissioners' Court is authorized to prohibit or restrict outdoor burning upon finding that circumstances present in all or part of the unincorporated area of Galveston County create a public safety hazard that would be exacerbated by outdoor burning,

Whereas, the precipitation in Galveston County for the period of September 16, 2012 to November 16, 2012 is 6-1/2 inches below normal,

Whereas, this below normal low precipitation has lead to the dry-out of tall grass and other vegetation in the unincorporated areas of Galveston County,

Whereas, there is an abundance of tall cured grass and other vegetation within the unincorporated areas of Galveston County,

Whereas, unincorporated areas also include marsh areas, including such areas that are inaccessible to fire trucks and vehicles,

Whereas, commercial and/or residential areas are adjacent to or in close proximity to marsh areas and other areas with tall cured grass and vegetation,

Whereas, the Fuel Dryness map published by the Texas Forest Service and the Spatial Sciences Laboratory, Texas A&M AgriLIFE Research, shows Galveston County as dry as of November 18, 2012 and such conditions are expected to continue,

Whereas, the Commissioners' Court **FINDS** that circumstances are present in all unincorporated areas of Galveston County, Texas, that create a public safety hazard that would be exacerbated by outdoor burning, and

Whereas, in accordance with Section 352 081(e)(2) of the Local Government Code, this Order may be lifted prior to ninety (90) days if a determination is made by the Commissioners' Court or by the County Judge, if the County Judge has been designated for that purpose, that the circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist

Now, Therefore, it is hereby ORDERED, by the Commissioners' Court of Galveston County, Texas, that

1) In accordance with the authority of Section 352 081 of the Local Government Code, outdoor burning in all unincorporated areas of Galveston County is hereby **PROHIBITED**,

2) This Order shall take effect immediately on and from its issuance and remain in effect continuously thereafter for a period of ninety (90) days after this date of adoption, which such date of adoption is November 27, 2012, unless a subsequent order lifting this Prohibition is earlier issued,

3) In accordance with Local Government Code Section 352 081(e)(2), the Commissioners' Court designates authority to the County Judge to make a determination on whether the circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist As such, a subsequent order lifting this outdoor burn ban may be issued by the Commissioners' Court or by the County Judge, who is designated herein for that purpose,

4) In accordance with Section 352 081(f) of the Local Government Code, this Order shall not apply to outdoor burning activities a) related to public health and safety that are authorized by the Texas Natural Resource Conservation Commission for firefighter training, public utility, natural gas pipeline, or mining operations, or planting or harvesting of agricultural crops, or b) that are conducted by a prescribed burn manager certified under Section 153 048, Natural Resources Code, and meet the standards of Section 153 047, Natural Resources Code,

5) In accordance with Section 352 081(h) of the Local Government Code and Section 12 23 of the Penal Code, a person commits an offense if the person knowingly or intentionally violates this Order, an offense under this Order is a Class C misdemeanor, punishable by a fine not to exceed $500 00, and

6) The County Judge of Galveston County, Texas is authorized to execute this Order on behalf of the Commissioners' Court of Galveston County, Texas

Be it FURTHER ORDERED, that the County Clerk is **ORDERED** to transmit forthwith a copy of this Order to the Sheriff, Constables, and Criminal District Attorney of Galveston County for enforcement purposes

Upon Motion Duly Made and Seconded, the above Order is hereby **ADOPTED**, on this, the **27th day of November, 2012**

COUNTY OF GALVESTON, TEXAS, By

_____

Mark Henry,
County Judge

ATTEST

_____

Dwight D Sullivan,
County Clerk

AGENDA ITEM #17a

NO

BACK – UP

PROVIDED

AGENDA ITEM #18a

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, November 27, 2012
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2013	13-011-1127-A	**Limited Tax County Buildings, Series 2009B** – Request to transfer budget from Animal Resource Center – Various Accounts and Administration – Unallocated Appropriations to Animal Resource Center – Construction Contracts and Administration Cellular Telephone to cover various contract change orders and County Architect's cellular telephone expenditures
2013	13-012-1127-B	**County Engineer** – Request to budget funds received from Dickinson Bayou Watershed Steering Committee for the FY 2013 Budget.
2013	13-013-1127-C	**Tax Assessor/Collector** – Request to transfer from General Fund - Budgeted Reserves to fund additional overtime and fringe benefits for the November 6, 2012 election.

Approved by: _____ Date: 11/20/2012
Mel Trammell, Director of
Finance and Administration

AGENDA ITEM #18aA

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Limited Tax County Buildings, Series 2009B	Amendment No 13-011-1127-A
Date Submitted	November 8, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to transfer budget from Animal Resource Center various accounts to Animal Resource Center Construction Contracts to cover expenditures Also, transfer budget from Administration - Unallocated Appropriations to Cellular Telephone to cover the County Architect's cellular telephone expenditures

This budget amendment does not increase the budget for FY 2013

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Limited Tax County Buildings, Series 2009B	Line Item		—
3120-179331-5722903	Owners Contingency	5,364	
3120-179331-5728121	Capital Construction Architect	2,207	
3120-179331-5722903	Capitalized Furniture, Fixtures, & Equipment	9,301	
3120-179010-5790100	Unallocated Appropriations	720	
TOTAL - Transfer Amount		$ 17,592	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Limited Tax County Buildings, Series 2009B	Line Item		—
3120-179331-5722000	Construction Building Capital Outlay	16,872	
3120-179010-5492111	Cellular Telephone	720	
TOTAL - Transfer Amount		$ 17,592	

ADDITIONAL COMMENTS

This is a budget request to transfer budget from Animal Resource Center - various accounts to Animal Resource Center - Construction Building Capital Outlay to fund various contract change orders

Also, this is a budget request to transfer budget from Administration - Unallocated Appropriations to Administration - Cellular Telephone to cover the County Architect's cellular phone expenditures

	Animal Resource Center				Administration	
Description	Owners Contingency	Capital Construction Architect	Capitalized Furniture, Fixtures and Equipment	Construction Building Capital Outlay	Unallocated Appropriations	Cellular Telephone
Beginning Balance, 2013 Adopted Budget	$5,364	$2,207	$9,301	$49,152	$337,200	$0
Budget Amendment - BA 13-011-1127-A	-5,364	-2,207	-9,301	16,872	-720	720
Expenditures and Encumbrances to date	0	0	0	45,916	0	0
Balance upon approval	$0	$0	$0	$20,108	$336,480	$720

Tammy J. Anderson 11/19/2012

Departmental Authorization Date

N/A

Human Resources Department Date

Budget Office Authorization 11/19/2012 Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 11/27/12

AGENDA ITEM #18aB

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	County Engineer	Amendment No 13-012-1127-B
Date Submitted	November 16, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to transfer budget from Flood Control Fund - Budgeted Reserves to Dickinson Bayou Committee Capital Outlay to fund FY 2013 budget for the Dickinson Bayou Watershed Steering Committee

This budget amendment does not increase the budget for FY 2013

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Flood Control Fund 2370-920180-5930000	Line Item Budgeted Reserves	13,574	___
TOTAL - Transfer Amount		$ 13,574	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Flood Control Fund 2370-190100-5734255	Line Item Dickinson Bayou Committee Capital Outlay	13,574	___
TOTAL - Transfer Amount		$ 13,574	

ADDITIONAL COMMENTS

This is a budget request to transfer budget from Flood Control Fund - Budgeted Reserves to Dickinson Bayou Committee Capital Outlay to fund FY2013 budget for the Dickinson Bayou Watershed Steering Committee

In fiscal year 2012, the expenditures - Dickinson Bayou Committee Capital Outlay was $15,976 30

	Budget Reserves	Dickinson Bayou Committee Capital Outlay
Beginning Balance, 10/01/2012	$185,250	$20,400
Budget Amendment - BA 13-012-1127-B	-13,574	13,574
Expenditures and Encumbrances to date	0	4,500
Balance Upon Approval	$171,676	$38,474

G. M. Fitzgerald 11/19/12

Departmental Authorization Date

N/A

Human Resources Department Date

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved _____

AGENDA ITEM #18aC

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Tax Assessor - Collector	Amendment No 13-013-1127-C
Date Submitted:	November 19, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to transfer budget from General Fund-Budgeted Reserves to Tax Assessor/Collector - Additional Overtime and Fringe Benefits for 2012 Election

This budget amendment does not increase the budget for FY 2013

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No. General Fund	Line Item		—
1101-920180-5930000	Budgeted Reserves	2,060	
TOTAL - Transfer Amount		$ 2,060	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: General Fund	Line Item:		—
1101-151500-5130000	Overtime	1,710	
1101-151500-5152102	Medicare - FICA Payments	30	
1101-151500-5153000	Pension	170	
1101-151500-5154000	Alternate Plan	150	
TOTAL - Transfer Amount		$ 2,060	

ADDITIONAL COMMENTS

This is a budget request to transfer budget from General Fund - Budgeted Reserves to Tax Assessor/Collector - Overtime and Fringe Benefits for the 2012 Election. Additional support was needed to process the additional provisional Ballots.
In fiscal year 2012, the expenditure for the Tax Assessor/Collector - overtime was $22,203

	Budget Reserves	Overtime	Overtime Fringe Benefits
Beginning Balance, 11/13/2012	$16,062,011	$3,540	$720
Budget amendment - BA-13-013-1127-C	-2,060	1,710	350
Expenditures to date	0	523	105
Balance Upon Approval	$16,059,951	$4,727	$965

Cheryl E. Johnson 11/26/12
Departmental Authorization — Date

N/A
Human Resources Department — Date

11/26/12
Budget Office Authorization — Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by: _____ Date: _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved. 11/27/12

AGENDA ITEM #19a

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

November 19, 2012

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

Re: Request to Utilize Texas Buy Board Cooperative

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271 102, Cooperative Purchasing Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262 023, Competitive Requirements for Certain Purchases to purchase the following equipment for the Road and Bridge Department

- One (1) Slope Mower

This equipment was approved in the FY2013 Flood Control Fund Capitalized Equipment Budget

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date November 12, 2012

To Rufus Crowder
Purchasing Agent

From Layne Harding
Road Administrator

Re **Purchase of Slope Mower Approved in FY13 Budget**

I would like to request that the Slope Mower approved in the FY13 budget, be purchased through the H-GAC Cooperative Contract

After reviewing comparable products, I believe the New Holland in this offer is the best equipment New Holland equipment we have purchased in the past, has worked very well for us The Road & Bridge Department needs this equipment as soon as possible because the replacement unit 261 is not operable Also, this Co-op purchase, in lieu of a formal bid, will save the County time and money

I have enclosed two quotes received from Lansdowne-Moody Co One quote is for the tractor ($43,500) and the other quote is for the attached boom mower ($45,500) The total cost for both will be $89 000 We have been approved for that amount in our FY13 budget

If you approve please place on the agenda of the Commissioners Court scheduled for November 20 2012 for consideration

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No:	gr01-12	Date Prepared	11/8/2012

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency	Galveston County Road & Bradge	Contractor	Lansdowne-Moody Co.
Contact Person	Layne Harding	Prepared By	Jason Zalud
Phone	409-789-2217	Phone	832-519-6773
Fax		Fax	281-338-1566
Email	Layne.harding@co.galveston.tx.us	Email	JZALUD@LMTRACTOR.COM

Product Code	04B	Description	Alamo 22' Samurai slope mower with lever control

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 34,401

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
60" Rotary Mower Head w/ hydraulic door,	12177		
(blade bar) 02986203			
Mount Kit	inc		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	12177

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s)	
		Subtotal C	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)	For this transaction the percentage is	0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered	1	X Subtotal of A + B + C	46578	=	Subtotal D.	46578

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Installation	5760	12% Discount from List	-5589.36
Pre Delivery & Delivery	801.04		
additional discount	-2049.68		
		Subtotal E	1078

Delivery Date:	**F. Total Purchase Price (D+E):** $45,500.00

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	gr01-12	Date Prepared:	11/8/2012

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency	Galveston County Road & Bridge	Contractor	Lansdowne-Moody Co.
Contact Person	Layne Harding	Prepared By	Jason Zalud
Phone	409-789-2217	Phone	832-519-6773
Fax		Fax	281-338-1566
Email	Layne.harding@co.galveston.tx.us	Email	JZALUD@LMTRACTOR.COM

Product Code	50M	Description	New Holland TS6020 CAB M/C 2wd. 10.0-16 Front Tires 18.4R34 Rear Tires

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 46704

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
8x2 non synchro transmission	inc		
90PTO HP			
		Subtotal From Additional Sheet(s)	
		Subtotal B:	0

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Model Change to TS6 110 90PTO HP	$3,807.00		
8x8 Synchro Mechanical Shuttle Transmission	inc		
HD front axle 330407	$2,265.00		
less 1 rear valve 333107	-$482.00		
fuel tank guard 330142	$153.00	Subtotal From Additional Sheet(s)	
		Subtotal C	5743

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)	For this transaction the percentage is	12%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered	1	X Subtotal of A + B + C:	52447	=	Subtotal D	52447

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Assembly PD and Delivery	551	11% Discount from List	-$5,769.17
additional discount	$ (3,728.83)		0
		Subtotal E:	-$8,947.00

Delivery Date:	**F. Total Purchase Price (D+E):** $43,500.00

JOHN DEERE

Current Quote — $16,038 over Budget

Quote Id 7143273

Quote Summary

Prepared For	Prepared By		
Galveston County R&B , TX	Eric Moore BROOKSIDE EQUIPMENT SALES 2135 Gulf Freeway South League City, TX 77573 Phone 281-338-1300	**Quote Id**	7143273
		Created On	September 12, 2012
		Last Modified On	September 12, 2012
		Expiration Date	September 18, 2012

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6330-4C	$ 78,820 30	$ 66,094 47	X	1	=	$ 66,094 47
TIGER BB-22	$ 44,849 00	$ 38,944 27	X	1	=	$ 38,944 27
Equipment Total						**$ 105,038 74**

Quote Summary	
Equipment Total	$ 105,038 74
SubTotal	$ 105,038 74
Total	$ 105,038 74
Down Payment	(0 00)
Rental Applied	(0 00)
Balance Due	$ 105,038 74

Salesperson X _____

Accepted By X _____

Selling Equipment

JOHN DEERE

Quote Id 7143273

JOHN DEERE 6330-4C

Hours 0
Stock Number

Suggested List
$ 78,820 30
Selling Price
$ 66,094 47

Code	Description	Qty	Unit	Extended
6330-2C	JD 6330 4WD 16x16 PWR/QD CAB & AIR	1	$ 76,455 00	$ 76,455 00
	Dealer Attachments			
AT184159	10# Fire Extinguisher	1	$ 90 00	$ 90 00
TY15630	Fire X bracket	1	$ 37 00	$ 37 00
SWJHD3620	Radio am/fm/cd/wb	1	$ 320 00	$ 320 00
Tech Pubs	Technical Books	1	$ 1,270 00	$ 1,270 00
AL207711	Antenna Kit	1	$ 498 30	$ 498 30
	Dealer Attachments Total			**$ 2,215 30**
	Other Charges			
	Setup	1	$ 150 00	$ 150 00
	Other Charges Total			**$ 150 00**
	Suggested Price			**$ 78,820 30**
	Customer Discounts			
	Customer Discounts Total		**$ -12,725.83**	**$ -12,725 83**
Total Selling Price				**$ 66,094.47**

TIGER BB-22

Hours 0
Stock Number

Suggested List
$ 44,849 00
Selling Price
$ 38,944 27

Code	Description	Qty	Unit	Extended
BB-22	BB-22 Mid Mt Boom Mower, SS-BB Side Stow, RT60B 60" Rotary Blade w/ blade bar & hydraulic door cable controls, factory mount	1	$ 43,049 00	$ 43,049 00
	Other Charges			
	Freight	1	$ 1,800 00	$ 1,800 00
	Other Charges Total			**$ 1,800 00**
	Suggested Price			**$ 44,849 00**

Selling Equipment

Quote Id 7143273

Customer Discounts		
Customer Discounts Total	$ -5,904.73	$ -5,904 73
Total Selling Price		**$ 38,944.27**

BROOKSIDE EQUIPMENT SALES
2135 Gulf Freeway South
League City, TX 77573
Phone 281-338-1300
Fax 281-332-7420

Quote used for FY13 Budgeting

Quote Id 6679608

Quote Summary

Quote as requested is for budgetary purposes only and is subject to review before placing order

Prepared For.	**Prepared By**		
Galveston County R & B , TX	Eric moore 2135 Gulf Freeway South League City, TX 77573 Phone 281-338-1300	**Quote Id**	6679608
		Created On	May 08, 2012
		Last Modified On	May 09, 2012
		Expiration Date:	May 30, 2012

Equipment Summary	**Suggested List**	**Selling Price**		**Qty**		**Extended**
JOHN DEERE 6330 Cab Tractor	$ 62,336 00	$ 48,793 00	X	1	=	$ 48,793 00
TIGER BB-22/RT60B	$ 43,099 00	$ 39,736 00	X	1	=	$ 39,736 00
Equipment Total						**$ 88,529 00**

Quote Summary	
Equipment Total	$ 88,529 00
SubTotal	$ 88,529 00
Total	$ 88,529 00
Down Payment	(0 00)
Rental Applied	(0 00)
Balance Due	$ 88,529 00

Salesperson X _____ **Accepted By X** _____

Selling Equipment

Quote Id. 6679608

TIGER BB-22/RT60B

Hours. 0
Stock Number

Suggested List
$ 43,099 00
Selling Price
$ 39,736 00

Code	Description	Qty	Unit	Extended
BB-22	Tiger Boom Mower Includes Bengal 21' reach mower with 60" Rotary head, blade bar cutter & hydraulic door, Cable controls	1	$ 37,699 00	$ 37,699 00
	Other Charges			
	Setup	1	$ 4,200 00	$ 4,200 00
	Freight	1	$ 1,200 00	$ 1,200 00
	Other Charges Total			**$ 5,400 00**
	Suggested Price			**$ 43,099.00**
	Discount		**$ -3,363.00**	**$ -3,363 00**
Total Selling Price				**$ 39,736.00**

Selling Equipment

Quote Id 6679608

JOHN DEERE 6330 Cab Tractor

Hours
Stock Number

Suggested List
$ 62,336 00
Selling Price
$ 48,793 00

Code	Description	Qty	Unit	Extended
3122R	6330 Cab Tractor	1	$ 70,352 00	$ 70,352 00
	Standard Options - Per Unit			
0600	No Package	1	$ 0 00	$ 0 00
0150	Standard Cab	1	$ 0 00	$ 0 00
0200	Adjustable 2WD Front Axle (59 1-74 In)	1	$ -8,073 00	$ -8,073 00
1288	18 4R34 In 144A8 R1W Radial (460/85R34 In 147A8 R1W Radial)	1	$ 0 00	$ 0 00
4782	10 00-16 In 10PR F2 Bias	1	$ -2,100 00	$ -2,100 00
7000	SyncroPlus 12F/4R Transmission (19 mph/30 kmh)	1	$ 0 00	$ 0 00
7102	Rear Independent 540/1000 RPM PTO	1	$ 723 00	$ 723 00
7152	Flanged Axle, 8 Position Steel Wheels	1	$ 0 00	$ 0 00
7452	Vertical Exhaust with Underhood Muffler	1	$ 0 00	$ 0 00
7611	Super Comfort Seat (MSG 83) with Mechanical Suspension, 3-In Seat Cushion	1	$ 0 00	$ 0 00
9212	Sun Visor	1	$ 80 00	$ 80 00
9080	Rotating Warning Light (Beacon Light)	1	$ 222 00	$ 222 00
9988	No Specific Tire brand	1	$ 0 00	$ 0 00
	Standard Options Total			**$ -9,148 00**
	Dealer Attachments			
AT184159	10# Fire Extinguisher	1	$ 90 00	$ 90 00
TY15630	HD Fire X Bracket	1	$ 37 00	$ 37 00
Tech Pubs	Tech Pubs Package	1	$ 535 00	$ 535 00
	Dealer Attachments Total			**$ 662.00**
	Other Charges			
	Setup	1	$ 120 00	$ 120 00
	Freight	1	$ 350 00	$ 350 00
	Other Charges Total			**$ 470 00**
	Suggested Price			**$ 62,336 00**
	Discount		**$ -13,543 00**	**$ -13,543.00**
Total Selling Price				**$ 48,793.00**

AGENDA ITEM #19b

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 28, 2012

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

Re Purchase of Cisco Smartnet Renewal

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262 023, Competitive Requirements for Certain Purchases, to procure Cisco Smartnet renewal through the Department of Information Resources (DIR) Cisco Smartnet covers hardware replacements, software support, software patches and service packs all necessary in maintaining the current infrastructure environment

As always, the DIR utilizes its ability to deliver quality information resources commodities and services at the lowest prices and best value for state and local government entities

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

Attachments

Galveston County

INFORMATION TECHNOLOGY

5WH -CISCO SMARTNET RENEWAL

What: Cisco Smartnet renewal Please refer to items currently covered on smartnet agreement with Cisco Add items purchased since contract renewal last fiscal year to be co-terminus with new renewal contract Items past EOL/EOS will automatically drop off and there are a few items on list indicated in red that are NOT Galveston County Property Uncovered items that need coverage are indicated in yellow on separate tab of spreadsheet to be sent electronically to vendors

Who. Infrastructure team, courthouse, EMF

Where: Information Technology equipment throughout Galveston County

When: As soon as possible, current contracts expire end of Oct, 2012

Why: Cisco Smartnet covers hardware replacements, software support, software patches and service packs all necessary in maintaining the current infrastructure environment

How: Purchase Cisco SmartNet support and services as requested

Planned Costs:

Item	*Qty*	*Unit $*	*Total $*
Cisco Smartnet support as indicated on spreadsheet attached	1		
		Total	$106000

Charge to: **5481000**

Submitted by: **Robert Holmes** **Date:** **10/17/2012**

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

McCullough, Darla

From Allen, JJ
Sent Monday, November 19, 2012 8 51 AM
To. Crowder, Rufus
Cc McCullough, Darla
Subject FW SMARTNET

Rufus,

Would you please put on the agenda the following?

Consideration to use DIR pricing in lue of formal RFP for Smartnet renewal in the amount of $71,619 70 through vendor INX

We received three DIR quotes and INX was the lowest complete quote Please let me know if you need anything else

Thank you,
JJ

From: Guess, Denise
Sent: Tuesday, November 13, 2012 11 14 AM
To: Allen, JJ, Holmes, Robert
Cc: Quiroga, Erin, Mclaren, Gwen
Subject: SMARTNET

I contacted INX and received the Smartnet information yesterday Please fill out a CAR and attach the back up from INX so you can put it on CC Also You will need to request to Rufus to use DIR instead of a Bid

Thanks,

Dee Guess, CPPB
Contract Administrator
Galveston County Purchasing
(P) 409-770-5377
(F) 409-621-7999
denise guess@co galveston tx us

INX Go DIRect

Quote # 11291532 01
Date 11/08/2012
Page 1 of 1

Title Galveston County Smartnet Renewal

To
Galveston County
PO Box 1418
GALVESTON TX 77553

Phone
Email

Comments *Essential Software (ESW) - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes maintenance and minor releases
*Cisco Software Application Support (SAS) - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes maintenance, and minor releases for the software application
*Cisco Software Application Support Plus Upgrades (SAU) - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes maintenance, minor releases, and major releases (Upgrades) for the software application
*SMARTnet Standard 8x5xNBD (SNT) - Next-business-day delivery of advance replacement parts, provided the request is received prior to 3pm local time
*Software Maintenance (SW) - TAC CCO, IOS SW (No HW RPL)

From Bridgette Shaw
INX LLC, a Presidio Company
11757 Katy Freeway
Suite 1150
Houston, TX 77079

Phone 469 549 3862
Fax
Email. bshaw@presidio com
Account Manager Beth Ahlschlager

#	Part #	Description	Qty	List Price	Price	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL ESW	1	$22,815 00	$18,137 93	$18,137 93
2	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL SAS	1	$3,290 39	$2,615 86	$2 615 86
3	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL SAU	1	$799 00	$635 21	$635 21
4	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL SNT	1	$61,403 22	$48,815 56	$48,815 56
5	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL SW	1	$1 780 05	$1,415 14	$1 415 14
					Sub Total	**$71,619 70**
					Grand Total	**$71,619 70**

Texas DIR-SDD-1386 CISCO Networking Equip, Product, Services and Tele Network Services

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER LISTED ABOVE
STATE OF TEXAS vendor ID 17605152499

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Presidio Representative _____ Date _____

Customer Name	GALVESTON COUNTY INFO TECH
Quote Date	22-Oct-2012

CALENCE
Insight Networking Solutions ™

DIR-SDD-1369

1-Year Quote Summary			
CO-TERM. 2013-10-13			
QUOTE	**SERVICE LEVEL**	**REFERENCE CONTRACT**	**CLIENT PRICE**
3808396	ESW	91900833	$18,594 22
	SAS	Various	$2,681 66
	SAU	91900834	$651 18
	SNT	Various	$50,101 49
	SW	NEW	$1,450 74
UCSS Quote Details	UCSS	N/A	$28,327 20
CLIENT COST SUBTOTAL			**$101,806.49**

Account Executive Tyler Enstrom
SMARTnet Sales Specialist Karen Clary
QS. JS

Please Note This quote is valid for 30 days Subject to sales tax and freight charges w

DIR
Department of Information Resources

Netsync Network Solutions
2500 West Loop South Suite 510
Houston, Texas 77027
Phone 713 218 5000
Fax 713 664 9964

Quote Number

28205

Date October 18, 2012

Terms Net 30 subject to credit approval

Ship To

Customer	**Galveston County**
Attention	**Darrell Holmes**
Phone	**409-766-2458**

Fax, Email, or mail PO to Sales Department

Vendor	Netsync Network Solutions
Fax	**713-664-9964**
Email	**PO@netsyncnetwork com**
Address	2500 West Loop South Suite 510 Houston TX 77027

Part	Description	Qty	Price	Total
SMARTNET	Smartnet 1 Year Renewal Galveston County includes the following Cisco Smartnet contracts 91900829 91900830 91900833,91900834 and 92522232	1	$75,847 79	$75,847 79
*****	DIR-SDD-1372	0	$0 00	$0 00

Quote is valid for 60 days Call 713-218-5000 to revalidate

Quote Total USD **$75,847.79**

Signature ***Sales Department***

Customer PO must be issued prior to ordering equipment

AGENDA ITEM #19c

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1 Date of Request 11/20/2012	2 Contract Type Expense Revenue Other	3 Renewal Contract Yes / No
4 Department Name Human Resources	5 Department Cont Kathy Branch	
6 Description RFP #B13200 STOP LOSS		
7 IFAS PI ID No	8 IFAS Req No	9 Orgkey 6/23/5524 — 10 Object Code 5491735 5491736
11 Vendor Swiss Re	12 Vendor Contract No CM13046	
13 Requested Legal Review Yes / No (Explain if No)		

Expenditure Budget / Revenue Projections

14 Fund Name	15 Fund #	16 Current Year Budgeted	17 Current Year Projected	18 Year 2 Projected	19 Year 3 Projected	20 Year 4 Projected	21 Year 5 Projected
Emp. Benefits	6/23	642,100					
Emp. Benefit	6/23	88,000					
22 Totals							

To Be Completed By Purchasing Department

Contract Start Date 01/01/13	Auto Renewal Contract Yes / No (No circled)	Bid No B132004
Contract End Date 12/31/13	Contract # Issued By Purchasing CM13046	

Approved By	Signature	Date
Department Head	Rufus Crowder /dm	11-20-12
Purchasing Agent	Rufus Crowder /dm	11-20-12
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office [signature] 11/21/2012

Form Number

Revised 9/25/2012

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

November 20, 2012

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

RFP #B132004, Galveston County Stop Loss RFP for 2013

Gentlemen,

On November 16, 2012, the final pricing phase was completed by way of the iBX online system utilizing a reverse auction procedure, for RFP #B132004, Galveston County Stop Loss for 2013 Of the twenty-eight (28) companies requested or solicited to participate, ten (10) companies responded with offers

It is requested that the proposal received from Swiss Re for a $275,000 specific deductable with an estimated premium of $643,879 be considered for acceptance per the analysis performed by Patrick E Owens of Owens Management Services, Inc

Copies of the analysis are attached for your perusal

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, /dm

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

Attachments

OWENS RISK MANAGEMENT SERVICES, INC.

November 20, 2012

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

Re: 2013 Medical Stop Loss Insurance Recommendation

Dear Mr Crowder

As per the schedule we agreed on, we began marketing the County's stop loss insurance on October 26, 2012 by way of the IBX online system The initial pricing phase was completed on November 9th with the final pricing phase completed on November 16th The results of the request for proposal process are as follows

- Twenty-eight (28) insurance companies either requested to participate or were solicited to participate
- Ten (10) responded with offers

The IBX system allowed us to increase our market exposure from twenty-three (23) companies last year to twenty-eight (28) this year The increase in the number of companies responding with offers, from five (5) last year to ten (10) this year, is primarily the result of having better claims experience with lower expected specific stop loss hits Attached is a two page spreadsheet with the ten (10) offers of coverage

My recommendation is that we accept the firm Swiss Re quote, selecting the $275,000 specific deductible with estimated premium of $530,770 Compared to the 2012 premiums of an estimated $643,879, this is a savings of $113,109 for the same coverage I am not recommending that we increase the specific deductible as our current large claim and diagnosis report shows sixteen (16) plan participants with potential large claims

The aggregate insurance is provided by Aetna under our Provider Network Contract The estimated annual premium for January1, 2013 thru December 31, 2013 is $62,669

2111 County Road 1100, Woodville, Texas 75979
Phone 409- 283-3881 * Fax. 409-283-3129 * E-Mail peowens@hughes.net

The following table provides a five-year review of the performance of our stop loss coverage The reimbursements received from stop loss insurance three out of the last five years have exceeded the premium paid The results are as follows

Year	Premium	Reimbursements
2008	$656,000	$668,000
2009	$660,000	$834,000
2010	$635,000	$173,000
2011	$652,000	$1,643,000
2012	$643,879	$123,400*
TOTALS:	**$3,246,879**	**$3,441,400**

*Through November 19, 2012

Please let me know if any additional information is needed Otherwise, we will move forward with the disclosure process and transition to the new carrier

Sincerely,

Patrick E Owens

2111 County Road 1100, Woodville, Texas 75979
Phone 409- 283-3881 * Fax· 409-283-3129 * E-Mail peowens@hughes net

RFP #B132004 Secondary Pricing Phase Results

Volume - Single	848	848	848	848	848	848	848
Volume - Family	512	512	512	512	512	512	512
Contract Months	12	12	12	12	12	12	12
SPECIFIC RENEWAL	CURRENT						
Carrier	AmWins - ING	AmWins - ING	AmWins - Everest Re	AmWins - HM Insurance	AmWins - Nationwide	AmWins - Standard Security	Ace American
OPTION I - $275,000 SPECIFC							
Individual Stop Loss Rates							
Rate - Single	$25 46	$26 46	$32 94	$26 07	$31 60	$26 33	$27 58
Rate - Family	$62 63	$65 04	$78 12	$71 73	$98 85	$74 47	$84 06
Annual Premium	$643,879 68	$668 862 72	$815 166 72	$705 997 44	$928 896 00	$725 477 76	$797 118 72
Cost / (Savings)		$24,983 04	$171,287 04	$62,117 76	$285,016 32	$81,598 08	$153,239 04
OPTION II - $300,000 SPECIFC							
Individual Stop Loss Rates							
Rate - Single	$25 46	$24 53	$29 12	$23 22	$28 33	$23 60	$24 74
Rate - Family	$62 63	$60 35	$68 62	$64 76	$89 78	$67 48	$75 78
Annual Premium	$643,879 68	$620 407 68	$717 926 40	$634 172 16	$839 894 40	$654 750 72	$717,346 56
Cost / (Savings)		($23 472 00)	$74,046 72	($9,707 52)	$196,014 72	$10,871 04	$73,466 88
OPTION III - $325,000 SPECIFC							
Individual Stop Loss Rates							
Rate - Single	$25 46	$22 59	$26 46	$20 44	$25 66	$21 36	$22 16
Rate - Family	$62 63	$55 57	$62 00	$57 73	$82 38	$61 98	$68 07
Annual Premium	$643 879 68	$571 297 92	$650 184 96	$562 690 56	$767 258 88	$598 164 48	$643 722 24
Cost / (Savings)		($72 581 76)	$6,305 28	($81,189 12)	$123,379 20	($45,715 20)	($157 44)
AGGREGATE RENEWAL	CURRENT						
Carrier	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
Rate / PEPM	$3 64	$3 84	$3 84	$3 84	$3 84	$3 84	$3 84
Annual Premium	$59 404 80	$62 668 80	$62 668 80	$62 668 80	$62,668 80	$62,668 80	$62,668 80
Cost / (Savings)		$3,264 00	$3,264 00	$3,264 00	$3,264 00	$3,264 00	$3,264 00
ATTACHMENT FACTORS							
Single	$457 32	$811 11	$811 11	$811 11	$811 11	$811 11	$811 11
Family	$1 270 60	$811 11	$811 11	$811 11	$811 11	$811 11	$811 11
ESTIMATED ATTACHMENT POINT	$12,460,254 72	$13,237,315 20	$13,237,315 20	$13,237,315 20	$13,237,315 20	$13,237,315 20	$13,237,315 20
% Increase/Decrease		6 2%	6 2%	6 2%	6 2%	6 2%	6 2%
OPTIONS SUMMARY / ANNUAL PREMIUMS							
Option I - $275,000 Spec w/ Aggregate	$703,284 48	$731,531 52	$877,835 52	$768,666 24	$991,564 80	$788,146 56	$859,787 52
Cost / (Savings) Over Current		$28,247 04	$174,551 04	$65,381 76	$288,280 32	$84,862 08	$156,503 04
% Increase/Decrease		4 0%	24 8%	9 3%	41 0%	12 1%	22 3%
Option II - $300,000 Spec w/ Aggregate		$683,076 48	$780,595 20	$696,840 96	$902,563 20	$717,419 52	$780,015 36
Cost / (Savings) Over Current		($20 208 00)	$77,310 72	($6,443 52)	$199,278 72	$14,135 04	$76,730 88
% Increase/Decrease		-2 9%	11 0%	-0 9%	28 3%	2 0%	10 9%
Option III - $325,000 Spec w/ Aggregate		$633,966 72	$712,853 76	$625,359 36	$829,927 68	$660,833 28	$706,391 04
Cost / (Savings) Over Current		($69,317 76)	$9,569 28	($77,925 12)	$126,643 20	($42,451.20)	$3,106 56
% Increase/Decrease		-9 9%	1 4%	-11 1%	18 0%	-6 0%	0 4%

RFP #B132004 Secondary Pricing Phase Results

Volume - Single	848	848	848	848	848	848	848
Volume - Family	512	512	512	512	512	512	512
Contract Months	12	12	12	12	12	12	12
SPECIFIC RENEWAL	CURRENT						
Carrier	AmWins - ING	American National	Fidelity Security	Swiss Re	Symetra	HM Insurance	MRM-Everest Re
OPTION I - $275,000 SPECIFC							
Individual Stop Loss Rates							
Rate - Single	$25 46	$22 94	$30 66	$18 71	$25 63	$26 07	$27 55
Rate - Family	$62 63	$64 30	$82 48	$55 40	$64 51	$71 73	$65 45
Annual Premium	$643 879 68	$628 496 64	$818 753 28	$530,770 56	$657 160 32	$705 997 44	$682 473 60
Cost / (Savings)		($15,383 04)	$174,873 60	($113 109 12)	$13,280 64	$62,117 76	$38,593 92
OPTION II - $300,000 SPECIFC							
Individual Stop Loss Rates							
Rate - Single	$25 46	$20 59	$27 72	$16 82	$23 04	$23 22	$24 34
Rate - Family	$62 63	$57 85	$74 60	$50 19	$58 92	$64 76	$57 48
Annual Premium	$643 879 68	$564,954 24	$740 421 12	$479,527 68	$596 459 52	$634 172 16	$600 840 96
Cost / (Savings)		($78 925 44)	$96,541 44	($164,352 00)	($47,420 16)	($9,707 52)	($43,038 72)
OPTION III - $325,000 SPECIFC							
Individual Stop Loss Rates							
Rate - Single	$25 46	$18 63	$25 08	$15 12	$20 72	$20 44	$22 10
Rate - Family	$62 63	$52 38	$67 42	$45 47	$53 83	$57 73	$51 92
Annual Premium	$643,879 68	$511 401 60	$669,442 56	$433 228 80	$541 578 24	$562 690 56	$543 886 08
Cost / (Savings)		($132 478 08)	$25,562 88	($210 650 88)	($102 301 44)	($81,189 12)	($99 993 60)
AGGREGATE RENEWAL	CURRENT						
Carrier	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
Rate / PEPM	$3 64	$3 84	$3 84	$3 84	$3 84	$3 84	$3 84
Annual Premium	$59 404 80	$62 668 80	$62 668 80	$62 668 80	$62,668 80	$62 668 80	$62 668 80
Cost / (Savings)		$3,264 00	$3,264 00	$3,264 00	$3,264 00	$3,264 00	$3,264 00
ATTACHMENT FACTORS							
Single	$457 32	$811 11	$811 11	$811 11	$811 11	$811 11	$811 11
Family	$1 270 60	$811 11	$811 11	$811 11	$811 11	$811 11	$811 11
ESTIMATED ATTACHMENT POINT	$12,460,254 72	$13,237,315 20	$13,237,315 20	$13,237,315 20	$13,237,315 20	$13,237,315 20	$13,237,315 20
% Increase/Decrease		6 2%	6 2%	6 2%	6 2%	6 2%	6 2%
OPTIONS SUMMARY / ANNUAL PREMIUMS							
Option I - $275,000 Spec w/ Aggregate	$703,284 48	$691,165 44	$881,422 08	$593,439 36	$719,829.12	$768,666 24	$745,142 40
Cost / (Savings) Over Current		($12,119 04)	$178,137 60	($109,845 12)	$16,544 64	$65,381 76	$41,857 92
% Increase/Decrease		-1 7%	25 3%	-15 6%	2 4%	9 3%	6 0%
Option II - $300,000 Spec w/ Aggregate		$627,623 04	$803,089 92	$542,196 48	$659,128 32	$696,840 96	$663,509 76
Cost / (Savings) Over Current		($75 661 44)	$99,805 44	($161,088 00)	($44 156 16)	($6,443 52)	($39 774 72)
% Increase/Decrease		-10 8%	14 2%	-22 9%	-6 3%	-0 9%	-5 7%
Option III - $325,000 Spec w/ Aggregate		$574,070 40	$732,111 36	$495,897 60	N/A	$625,359 36	$606,554 88
Cost / (Savings) Over Current		($129,214 08)	$28,826 88	($207,386 88)	N/A	($77,925.12)	($96,729 60)
% Increase/Decrease		-18 4%	4 1%	-29 5%		-11 1%	-13 8%

AGENDA ITEM #20a

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

October 29. 2012

Rusty Legg
Legg Industries, Inc
P O Box 533
Galveston, TX 77553-0533

Re Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3505-0323-0001-000 3505-1039-0001-002 8600-0404-0989-005

Dear Rusty Legg

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for November 27, 2012. Court begins at 9.30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

October 23, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

Re Request for Waiver or Refund of Penalty and Interest
Rusty Legg
3505-0323-0001-000 3505-1039-0001-002 8600-0404-0989-005

Dear Judge Henry

The property owner states is daughter came to the office the last week of January and, because of long lines, handed payment for the above referenced accounts to a Tax Office employee It is standard operating procedure that management accepting payments provide a signed tax acceptance slip One was not provided and the check never cleared Mr Legg's bank account

Mr Legg's bank has provided a letter stating that the check in question has not cleared the bank yet the check number before and after have cleared and within the applicable time range

There are no provisions in the Tax Code to address this issue

Account Number	Year	Waiver Amount
3505-0323-0001-000	2011	$ 67 74
3505-1039-0001-002	2011	26 95
8600-0404-0989-005	2011	15 52
		$110 21

Sincerely,

Cheryl E Johnson, RTA

Appraisal & Collection Technologies GALVESTON COUNTY

ORACLE

Action Edit Query Record Field Help Entitlements Accounts Statements Window

Prev Account | Next Account | Prev Owner | Next Owner | Appr History | Notes | Single O... | Go To

HERRIN
ACT6000 V1.210

06/19/2012 09:41:28
GCTO_PROD

Account Information

Account No. 350503230001000 Roll Code REAL PROPERT

Certified Owner LEGG INDUSTRIES INC

Address Line PO BOX 533

Amount Due 06/19/2012 Owner No. 0

Tax Units — Tax Unit Description

List of Tax Units GALVESTON COMM COLLEGE DIS

1 2 210 330 [redacted] 801

A/G INCLUDED | Remove Fees | Countywide

Tax Unit, Yr, Rec. Type — Tax Unit — Year — Rec. Type — Multi Select

Amount Due Paid Information

Year	Appr. Value	H	D	V	B	Base Levy	Plus Levy	Write-Off	Remaining Levy	Total	Refund	Amount Due
[redacted]												$3,364 92
2010	$172,570			0		$4,462 72	$4,462 72	$ 00	$ 00	$ 00	$ 00	$ 00
2009	$115,300			0		$2,982 78	$2,982 78	$ 00	$ 00	$ 00	$ 00	$ 00
2008	$144,860			0		$3,521 57	$3,521 57	$ 00	$ 00	$246 51	$ 00	$ 00
2007	$144,860			0		$3,552 01	$3,552 01	$ 00	$ 00	$ 00	$ 00	$ 00
2006	$144,860			0		$4,087 14	$4,087 14	$ 00	$ 00	$ 00	$ 00	$ 00
2005	$162,380			0		$5,009 81	$5,009 81	$ 00	$ 00	$ 00	$ 00	$ 00
2004	$142,790			0		$4,464 40	$4,464 40	$ 00	$ 00	$ 00	$ 00	$ 00
2003	$142,790			0		$4,253 57	$4,253 57	$ 00	$ 00	$ 00	$ 00	$ 00

Last Payment Date 11/30/2011 Totals

Last Payer RUSTY LEGG Alert

start | Inbox | Oracle A... | Appraisal... | Search | Help | 9:42 AM

Erica 409-762-9900

3505013900100 2

Rusty Legg 8600040409890 5

Came in office on 1-26-12 or 1-27-12 to pay in college and someone took her payment and said a receipt would be mailed. Ck & has not near bank yet

R #16309 - $128306

HomeTown Bank N.A.

Galveston **Friendswood** **League City** **Alvin**

MEMBER FDIC

1801 45th Street • Galveston, Texas 77551 • (409) 763-1271 • P.O. Box 3909 • Galveston, Texas 77552

mlangston@htbna.com

MARVIN G. LANGSTON
Executive Vice President
Operations

June 19, 2012

Galveston County Tax Assessor
Attention. Johnna Herrin
P O Box 1169
Galveston, TX 77553

Subject Legg Industries, Inc
d/b/a Competitive Electric

Dear Ms Herrin

This letter is to verify that the subject mailed their check #16309 on January 26, 2012 in the amount of $1,283 06 to the Galveston County Tax Assessor In reviewing our bank records we do not find that this check has ever cleared their account with HomeTown Bank, N A. Check number 16307 and check number 16308 were both payroll checks and cleared their account January 30th and 31st respectively Check number 3610 was a check payable to the Internal Revenue Service and it cleared their account on February 7th and Check number 3611 was a payroll check and cleared the account on February 2, 2012

If any further information should be needed, please contact the undersigned

Yours truly,

Marvin G Langston
Executive Vice President

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

October 29, 2012

Mary Ann Scott-Donaldson
435 North Pines Dr 423
Kingwood, Texas 77339

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 6700-0003-0010-000*

Dear Mary Ann Scott-Donaldson

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for November 27, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

October 15, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest
Mary Ann Scott-Donaldson
6700-0003-0010-000

Dear Judge Henry

Texas Property Tax Code Section 11 13(l) states "A qualified residential structure does not lose its character as a residence homestead when the owner who qualifies for the exemption temporarily stops occupying it as a principle residence if that owner does not establish a different principle residence and the absence is

1 For a period of less than two years and the owner intends and occupy the structure as the owner's principle residence "

The property owner states, the reason for the delinquency is due the homestead exemption on their property being removed by the Galveston Central Appraisal District A representative of the Galveston Central Appraisal District states a letter was mailed to the customer and no response was given The customer was affected by Hurricane Ike and has not lived at the address in reference since the storm

Account No	Year	Refund
6700-0003-0010-000	2010	$426 52
	2011	$576 18

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Johnson, Cheryl E

From: Theresa Kraus [tkraus@galvestoncad org]
Sent: Tuesday, October 16, 2012 3 16 PM
To: Johnson, Cheryl E
Subject: Question on Exemption and Customer Issue 6700-0003-0010-000

Cheryl,

Good afternoon! Mr Wright ask me to research and respond to your email regarding the subject account R221429 in the name of Donald and Mary Ann Donaldson We received return mail from the post office box address in Crystal Beach in 2009, the last year the property had a homestead and over age 65 exemption. A certified removal letter was mailed in March of 2010 and returned undeliverable and the exemptions were removed for 2010 The property owner came into our office this year and requested a change of mailing address to the current mailing address of 435 Northpines Dr #423 in Kingwood Texas This is a 55 or older senior luxury apartment village according to the website for Kingwood Senior Village, not an assisted living facility The exemptions could have been reinstated for 2010 if we had been notified before February 1, 2012 The exemptions cannot be reinstated for 2011 or 2012 since the property owner has not returned to the property to date and the 2 year time limitation has expired

If you need anything else, just let me know

Theresa Kraus, RPA
Galveston Central Appraisal District
Taxpayer Information Services, Supervisor
9850 Emmett F Lowry Suite A
Texas City, TX 77591
(866) 277-4725 ext 408

RECEIVED
JUL 09 2012
GALVESTON COUNTY JUDGE

June 25, 2012

County Judge Henry
722 Moody Ave.
Galveston, Tx 77550

RE: Account # 67000030010000

Judge Henry·

I am writing this letter to see if you can help me on the taxes on my home in Port Bolivar I have contacted the Appraisal District about my account because I haven't received anything about the deduction for homestead and over 65 deductions being removed from my account. The appraisal district said they couldn't help me but the deduction back on the accounts since they removed without my permission. I am trying to get the account caught up but the account has penalties and interest over $835.52.

I am asking if you can help reduce the amount that I owe on the account I haven't been able to live in the house since the storm. I have had to move into an Assisted Living Apartment in Humble. I have tried to get the repairs done before now but haven't had much luck and now my son is trying to get it back to where I can move back in

Please help me reduce the amount I owe so that I can get it caught up as soon as possible

Thank you,

Mary Ann Scott-Donaldson

Mary Ann Scott-Donaldson

23335 Earlmist
Spring, Tx 77373
713-302-9420
tnL92@att.net

10/10/12 GCAD (Elizabeth)
Sent letter, No response
Not leaving in home so no exemptions are applicable

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window ORACLE

Account Status

Prev Acc | Next Acc | Prev Owner | Next Owner | Acct History | Acct Summary | Notes | Documents

EVANS_E
ACT8008 v1 225

10/10/2012 10:55 48
GCTO_PROD

STATUS DETAIL

Account Information

Account No [redacted] Roll Code REAL PROPERT
Certified Owner DONALDSON DONALD W & MARY ANN
Address Line 435 NORTHPINES DR
Amount Due as of 10/10/2012 Owner No 0

Tax Units

Tax Unit Description
List of Tax Units 1 2 210 601

Tax Unit,Yr, Rec. Type

Tax Unit
Year
Rec Type
Countywide
Multi Select

Amount Due/Paid Information

Year	Appr Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2012	$70,220			0			$1,378.54	$0.00	$0.00	$1,378.54	$0.00	$0.00	$1,378 54
2011	$51,880			0			$1 025 28	$1,025 28	$ 00	$ 00	$426 52	$ 00	$ 00
2010	$51 880			0			$1,028 90	$1,028 90	$ 00	$ 00	$576 18	$ 00	$ 00
2009	$49,070	Y	Y	0		Exemption	$221 67	$221 67	$ 00	$ 00	$156 06	$ 00	$ 00
2008	$67 100	Y	Y	0		Exemption	$268 90	$268 90	$ 00	$ 00	$ 00	$ 00	$ 00
2007	$67 100	Y	Y	0		Exemption	$268 90	$268 90	$ 00	$ 00	$ 00	$ 00	$ 00
2006	$67 100	Y	Y	0		Exemption	$353 38	$353 38	$ 00	$ 00	$ 00	$ 00	$ 00
2005	$67 100	Y	Y	0		Exemption	$362 90	$362 90	$ 00	$ 00	$ 00	$ 00	$ 00
2004	$62 460			0			$357 14	$357 14	$ 00	$ 00	$ 00	$ 00	$ 00
Last Payment Date						Totals	$6,669.81	$5,291.27	$0.00	$1,378.54	$1,158.76	$0.00	$1,378.54
Last Payer													

Start | Snagit/32 | Oracle Applicati | #\listen\main-1 | Appraisal & Coll... | Inbox - Microsoft | 11:01 AM

11 01 27AM 10-Oct-2012

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

October 29, 2012

Michael D Cox
P O Box 731
Dickinson, Texas 77539

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 8300-5320-0190-007*

Dear Michael D Cox

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for November 27, 2012 Court begins at 9 30 a.m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

October 19, 2012

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

RE Request for refund of penalty & interest
8300-5320-0190-007
Cox, Michael D

Dear Judge Henry

According to the Texas Property Tax Code Section 31 01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

The customer states he was unaware he had a separate account for his mobile home The required statements and notices were sent to the address on record, however they were returned undeliverable In March of 2011 a name/address change was submitted and loaded in our system in April of 2011 A statement was mailed at that time to the updated address

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

Account	Years	Refund / Waiver
8300-5320-0190-007	2007-2011	$1,026 33(refund)
8300-5320-0190-007	2007-2011	$1,575 16(waiver)
	Total	$2,601 49

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Judge Mark Henry
Attn Property Tax Dept.
722 – 21st Street
Galveston, Texas 77550

September 28, 2012

RE. Account number 830053200190007 – Michael D Cox

Dear Sir,

I am requesting your consideration to waive the penalty fees incurred on my above mentioned account. The purpose of this request is that I was not aware or given the notice that there was a separate account for my manufacture home. The only reason this even came to my attention is through my mortgage lender on September 25th, 2012. They also notified me that I have several liens due to this issue I have been on several phone calls and have had my girlfriend doing the foot work to end up with no final answer, as each department could not provide the information that was finally needed. A total amount of taxes due and why have I not received any notice of these taxes.

I have been paying my property tax since 2007 and was never given information that there was another separate account for my manufacture home. Also the fact that the Galveston County Appraisal District did not have my correct mailing address (see enclosed) until June 2011. After the correction of address was made there was no invoice for current or past due taxes due on the manufacture home sent to the corrected mailing address, or this would have been taken care of at that time, especially with a past due balance that was unbeknownst to me

Today I worked with Luan Casalini, she was extremely helpful! She provided the full balance that is due $4,870 79 that includes penalty and interest I don't feel that it is justified that I should pay for penalty and interest fees due to misinformation, not on my behalf

Today after my meeting with Ms Casalini, I went immediately to the cashier downstairs and paid the levy of $2,850 69 with check number 1565 (see enclosed). I am requesting that you waive the remaining balance of $2,020 10

I realize that this is an issue that cannot be resolved over night or even within a month, but receiving some type of confirmation that this problem is being worked on would be greatly appreciated

Thank you for your consideration,

Michael D Cox

Michael D. Cox
P O. Box 731
Dickinson, Texas 77539
Cell phone· (281) 229-0657

RECEIVED
OCT 04 2012
COLLECTIONS

Enclosures

March 2001 N/A/O
Correct address submitted
Loaded 4/01/11 & notices sent

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

EVANS_E
ACT8006 v1 225

10/19/2012 12:42:37
GCTO_PROD

STATUS DETAIL Expand Fees Summary

Account Information | **Tax Units** | **Tax Unit Description** | **Tax Unit,Yr, Rec. Type**

Account No | Roll Code | List of Tax Units | Tax Unit

Certified Ow

Address L

Amount D as of

Amount

Year Appr

2012

NOTES -- Account No 830053200190007

EVANS_E
ACTNOTES v1 9

10/19/2012 12:46:05
GCTO_PROD

Account Number 830053200190007

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
11212867	10/22/2008	STMT507262	2008 CURRENT STATEMENT TO OWNER / MAILED TO COX MICHAEL D	STMT	
10274764	06/12/2008	STMT546838	2007 33 07 MAY NOTICE SENT / MAILED TO COX MICHAEL D	STMT	
10245837	06/10/2008	CASA_L	YEAR = 2007, LIEN TYPE = MOBILE HOME, DATE = 06/10/2008, OWNER N	LIEN	
9874174	05/23/2008	KELLYM	2007 RET'D MAIL PER PO NO SUCH NUMBER/UNABLE TO FORWARD		
9874173	05/02/2008	GCTO01	33 07 NOTICE COX MICHAEL D 2418 COLORADO AVE, DICKINSON, TX	DSTM	
9007745	12/21/2007	LEMONS_E	OCT 2007 NAO BATCH 2007 STMT COX MICHAEL D, 2418 COLORADC	CSTM	
8988569	12/21/2007	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC10, YEAR = 2007		
7315677	10/30/2007	STMT446106	2007 CERTIFIED STATEMENT SENT / MAILED TO COX MICHAEL D	STMT	

Save Add Delete View Note Print Window Close Window

Last Paymer Date

Last Payer

Alert

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Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

EVANS_E
ACT8008 v1 225

10/19/2012 12:42:37
GCTO_PROD

STATUS DETAIL

Account Information

Account No

Roll Code

Tax Units

Tax Unit Description

List of Tax Units

Tax Unit,Yr, Rec. Type

Tax Unit

Certified Ow

Address L

Amount D as of

Amount

Year Appr

2012

NOTES -- Account No 830053200190007

EVANS_E
ACTNOTES v1 9

10/19/2012 12:46:05
GCTO_PROD

Account Number 830053200190007

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
18946075	10/20/2010	STMT930793	2010 STATEMENT FILE 2 5 / MAILED TO COX MICHAEL D	STMT	
17326298	06/17/2010	GCLISSAS	YEAR = 2009, LIEN TYPE = MOBILE HOME, DATE = 06/17/2010, OWNER N	LIEN	
17165632	05/20/2010	BATCH_REQU	MAY LETTER RETURNED - UNDELIVERABLE		01/01/2020
16968988	05/10/2010	STMT856050	07 STATEMENT / MAILED TO COX MICHAEL D 2418 COL	STMT	
14818852	11/09/2009	STMT763164	EMENT MAILED TO OWNER / MAILED TO COX MICHAEL D	STMT	
13468688	06/17/2009	GCLISSAS	PE = MOBILE HOME, DATE = 06/17/2009, OWNER NAME = COX MICHAEL I	LIEN	
13362580	06/03/2009	STMT693329	07 NOTICE SENT (5/27/2009) / MAILED TO COX MICHAEL D	STMT	
11212858	12/09/2008	KELLYM	BILL RETD. NOT DELIVERABLE AS ADDRESSED/UNABLE TO FORWARD		

Save Add Delete View Note Print Window Close Window

Last Paymer Date

Last Payer

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Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window ORACLE

EVANS_E
ACT8006 v1 225

10/19/2012 12:42:37
GCTO_PROD

STATUS DETAIL

Account Information

Account No | Roll Code | **Tax Units** | Tax Unit Description | **Tax Unit,Yr, Rec. Type** | Tax Unit

List of Tax Units

Certified Ow

Address L

Amount D as of

Amount

Year Appr

2012

NOTES -- Account No 830053200190007

EVANS_E
ACTNOTES v1 9

10/19/2012 12:46:05
GCTO_PROD

Account Number 830053200190007

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
21352651	04/01/2011	SUPP	MAR 2011 NAO		
21350384	04/01/2011	REPORT_MAN	NAME INFORMATION CHANGED PROCESS = NC03, YEAR = 2010		
19651585	11/09/2010	BATCH_REQU	2010 STATEMENT RETURNED UNDELIVERABLE		01/01/2020
18946075	10/20/2010	STMT830793	2010 STATEMENT FILE 2-5 / MAILED TO COX MICHAEL D	STMT	
17326298	06/17/2010	GCLISSAS	YEAR = 2009, LIEN TYPE = MOBILE HOME, DATE = 06/17/2010 OWNER N	LIEN	
17165632	05/20/2010	BATCH_REQU	MAY LETTER RETURNED - UNDELIVERABLE		01/01/2020
16968988	05/10/2010	STMT858050	07 STATEMENT / MAILED TO COX MICHAEL D 2418 COL	STMT	
14818862	11/09/2009	STMT763164	EMENT MAILED TO OWNER / MAILED TO COX MICHAEL D	STMT	

Save Add Delete View Note Print Window Close Window

Last Paymer Date

Last Payer

Alert

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Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

EVANS_E
ACT8008 v1.225

10/19/2012 12:42:37
GCTO_PROD

STATUS DETAIL

Account Information

Account No

Roll Code

Tax Units

Tax Unit Description

List of Tax Units

Tax Unit,Yr, Rec. Type

Tax Unit

Certified Ow

Address L

Amount D as of

Amount

Year Appr

2012

NOTES - Account No 830053200190007

EVANS_E
ACTNOTES v1.9

10/19/2012 12:46:05
GCTO_PROD

Account Number 830053200190007

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
22380742	06/21/2011	LISSAS	YEAR = 2010, LIEN TYPE = MOBILE HOME, OWNER NAME = COX MICHAEL	LIEN	
21838554	05/05/2011	STMT1032814	2010 33 07 STATEMENT MAILED / MAILED TO COX MICHAEL D	STMT	
21353217	04/01/2011	LEMONS_E	MAR 2011 NAO STMT BATCH 2010 STMT COX MICHAEL D, PO BOX 73	CSTM	
21352651	04/01/2011	SUPP	MAR 2011 NAO		
21350364	04/01/2011	REPORT_MAN	NAME INFORMATION CHANGED, P[illegible]SS = NC03, YEAR = 2010		
19651585	11/09/2010	BATCH_REQU	2010 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020
18948075	10/20/2010	STMT930793	2010 STATEMENT FILE 2 5 / MAILED TO COX MICHAEL D	STMT	
17326298	06/17/2010	GCLISSAS	YEAR = 2009, LIEN TYPE = MOBILE HOME, DATE = 06/17/2010, OWNER N	LIEN	

Note

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Last Paymer Date

Last Payer

Alert

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Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window ORACLE

EVANS_E
ACT8006 v1 225

10/19/2012 12:42:37
GCTO_PROD

STATUS DETAIL Expand Fees Summary

Account Information | Tax Units | Tax Unit Description | Tax Unit,Yr, Rec. Type

Account No | Roll Code | List of Tax Units | Tax Unit

Certified Ov

Address L

Amount D as of

Amount

Year Appr

2012

NOTES - Account No 830053200190007

EVANS_E
ACTNOTES v1 9

10/19/2012 12:46:05
GCTO_PROD

Account Number 830053200190007

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
28862362	10/15/2012	EVANS_E	INITAL P& I LETTER MAILED TODAY ALONG WITH DELQ STMT		
28862361	10/15/2012	EVANS_E	DELQ STMT SUMMARY PO BOX 731 DICKINSON, TX 77539, AMT DUE DSTM		
28862360	10/15/2012	EVANS_E	DELQ STMT - SUMMARY PO BOX 731, DICKINSON, TX 77539 AMT DUE DSTM		
28122416	09/28/2012	CASA_L	DELQ STMT SUMMARY PO BOX 731, DICKINSON, TX 77539, AMT DUE DSTM		
27790696	07/24/2012	KELLYM	DELQ STMT - SUMMARY PO BOX 731, DICKINSON, TX 77539 AMT DUE DSTM		
27633595	06/26/2012	PAULAJO	YEAR = 2011, LIEN TYPE = MOBILE HOME OWNER NAME = COX MICHAEL LIEN		
27600050	06/16/2012	ARINDER_J	DELQ STMT SUMMARY PO BOX 731, DICKINSON, TX 77539 AMT DUE DSTM		
22380742	08/21/2011	LISSAS	YEAR = 2010, LIEN TYPE = MOBILE HOME, OWNER NAME = COX MICHAEL LIEN		

Last Paymer Date

Last Payer

Save | Add | Delete | View Note | Print Window | Close Window

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12 48 41PM 19-Oct-2012

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

October 29, 2012

Keith Kennedy
12300 Pine Oak Dr
Dickinson, Texas 77539

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 6195-0001-0042-000*

Keith Kennedy

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter. you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for November 27, 2012 Court begins at 9.30 a.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

October 4, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
6195-0001-0042-000
Kennedy, Keith

Dear Judge Henry

According to the Texas Property Tax Code Section 31 01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

Mr Kennedy states he never received a tax bill due to it being mailed to the actual house address which is a rental property The statements were mailed to the address on file Research of the deed shows the original address of the grantee scratched out and an updated address handwritten in A representative of the CAD stated they were unable to use the handwritten address due to the fact that they were unaware of who wrote it The address has since been updated to the correct address through the property owner's request

Account	Year	Waiver
6195-0001-0042-000	2011	$ 510 93

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

September 13,2012

Galveston County Tax Office

722 Moody

Galveston, Texas 77550

Attention Rachel Crider;

As per telephone conversation I am sending you a letter with the copies of the Taxes and Payment Confirmation. The Tax Statement was mailed to the Actual house address which is a Rental House (that we had just purchased that year) and I never received it. I have called and made an Address Correction. I am asking that you Please waive the Late Fees and Interest.

Thank You for Your Time and Consideration concerning this matter. If you look over our other properties they are ALL current and we have always paid them when due. This particular property was just overlooked because of not receiving the statement.

Sincerely,

Keith Kennedy

12300 Pine Oak Drive

Dickinson, Texas 77539

* Property at 2810 Patricia Account Number 619500010042000

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

P O Box 3647 (600 Gulf Freeway), Texas City, Texas 77592-3647
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

11.55 am July 18, 2012

per Marti Kennedy (daughter) (281) 534-3484

R199331
R109926

Re: Mailing address should be changed to

12300 Pine Oak Drive
Dickinson, TX 77539

Received from GCAD 10/4/12

Change @ GCAD per 250
July 18th

RECEIVED
JUL 18 2012
GALV. CENT. APPR. DIST.

ORACLE

SUMMARY

Search Real Estate Index Index Detail

ONYA N. MIERS
Notary Public, State of Texas
My Commission Expires
November 16, 2014

This instrument was drafted by HUD's Office of Counsel,
Rocky Mountains 633 17th Street, Denver Colorado 80202

After Recording Return to
Hanson Lagoon LLP
11 67 Katy Freeway Ste 1015
Houston, Texas 77079

Return to Grantee
2810 Patricia St.
La Marque, TX 77568

12300 Pine Oak Dr
Dickinson, TX 77539

DOCUMENT

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window ORACLE

Notes

EVANS_E
ACT8006 v1 224

ACCOUNT NO(619500010042000): YEAR = 2011, LEGAL STATUS = ACTIVE, CAUSE NUMBER = 12TX0636

09/26/2012 16 43 11
GCTO_PROD

Status Detail Expand Fees SUMMARY

Account Information

Account No

Owner No

Parcel Add

Roll Code

Legal De

Legal Description

Owner Ir

Certified Owner

Address

List of Mortgage Companies

Year Fido Fiduciary Name

Total Due

Total Due

NOTES -- Account No. 619500010042000

EVANS_E
ACTNOTES v1 9

09/26/2012 16 43 24
GCTO_PROD

Account Number **619500010042000**

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
28014265	09/17/2012	FULLER_J	YEAR = 2011, LEGAL STATUS = ACTIVE, CAUSE NUMBER = 12TX0636	MSG	
27981922	09/11/2012	CIAV_M	DELQ STMT - SUMMARY 2810 PATRICIA, LA MARQUE, TX 77568, AM1	DSTM	
27759863	07/11/2012	EVANS_E	2011 33 08 NOTICE KENNEDY KEITH & TYLER, 2810 PATRICIA, LA MAR	DSTM	
27387670	05/17/2012	LEMONS_E	APRIL 2012 NAO STMT BATCH 2011 STMT KENNEDY KEITH & TYLER,	CSTM	
27356662	05/16/2012	LEMONS_E	APRIL 2012 NAO STMT BATCH 2011 STMT KENNEDY KEITH & TYLER,	CSTM	
27349664	05/16/2012	SUPP	APRIL 2012 NAO		
25263810	11/09/2011	BATCH_REGU	2011 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020
24031205	10/11/2011	SUPP	JULY 2011 NAO		

Save Add Delete View Note Print Window Close Window

Press Button to Print Notes Window

4 43 PM

10/4/12 12:59 GCAD (Cassie)
Recently change of address recently

16 43 28PM 26-Sep-2012

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

October 29, 2012

Calvin Padgett
P O Box 165
Bacliff, Texas 77518

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 2655-0128-0028-000*

Calvin Padgett

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for November 27, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

October 17, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
Calvin Padgett
2655-0128-0028-000

Dear Judge Henry

Mr Padgett states that he has owned the property in question since 1974 Prior to 1985 his mother and father in law changed the property into their name (Mearlon Green) in order to receive the exemptions The County Clerk records show that Mr Green was a grantor on the deed The Central Appraisal District shows that Mr Green was the owner of record since their existence Mr Green passed away in 2001, his wife in 2002, and the original owner (Calvin Padgett) came forth with a request to change property back to his name in June 2012

This was not caused by any error or omission of the Tax Office or Galveston County Appraisal District

There are no provisions in the Tax Code to address this issue

Account No	Year	Refund
2655-0128-0028-000	2007	$ 155 38
	2008	159 29
	2009	164 44
	2010	167 46
	2011	176 15
	Total	$ 822 72

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Padgett

25 2012
GALVESTON COUNTY JUDGE

June 22, 2012

To Whom It May Concern

I am writing this letter regarding the property at 4727 18th Street in Bacliff Texas, account number #2655-0128-002-8000 The name on the tax statement is in Mearlon Green though the said property has been owned by me, Calvin L. Padgett, since October of 1974 Prior to 1985, my mother-in-law and father-in-law who lived on the property somehow, someway had the tax statement changed to their name though they never owned this property. My granddaughter manages all of my properties and bills and just continued paying the statements year after year. We received notice that we owed back taxes as well as penalty and interest. In 2012, we paid $5,800 38 dollars to the tax-assessor We tried to change to my name after the Greens had died and we were told we had to have a deed to do so. At that time we couldn't find the deed so we continued paying the tax statements as they were. We didn't know about the exemptions. Why should we have to pay for something Galveston County did which was changing a name and giving exemptions to someone other than myself . on my property and yet would not let me change to my name even though they let Mearlon Green put the statements in his name with no deed and no letter of permission So now I am being penalized for something the county did Why? Also, we never owned the trailer that's on the property, ever. We are asking for a hearing with the county judge regarding this matter in hopes to have all penalty, interests, and back taxes reimbursed. I appreciate your help with this matter

If you have any questions, please contact me at 713 899 9460

Sincerely,

Calvin L. Padgett

Dominick, LaTonya

From: David Arnold [darnold@galvestoncad org]
Sent. Thursday, September 27, 2012 8 42 AM
To. Dominick, LaTonya
Subject RE 2655-0128-0028-000

Hi LaTonya,

The subject property was in the name of Mearlon Green dating back to the formation of the Appraisal District At that time, the County Tax Assessor's roll was converted into the first appraisal roll in 1985-1986 Mr Green was the owner of record on that tax roll For years, he received the benefit of a Homestead and Over 65 exemption We assumed for all intended purposes that Mearlon Green was the property owner

Mr Green passed away in 2001 and then his wife passed in 2002 I believe the delinquent tax attorneys for Dickinson I S D notified us of this in 2011 The Appraisal Disrtict removed the exemptions for the years of 2007 thru 2011 Apparently, the actual owner of the property came forward recently We updated the ownership on our records accordingly It was discovered that Mearlon Green was never the legal owner of the property based on the information that was provided at that time We are not clear on how Mr Green became the owner of record since it predates the Appraisal District's existence

David Arnold
Galveston CAD
GIS/Mapping
409-935-1980 ext418

From: Dominick, LaTonya [mailto LaTonya Dominick@co galveston tx us]
Sent: Tuesday, September 25, 2012 4 36 PM
To: David Arnold
Subject: 2655-0128-0028-000

Good Afternoon Mr Arnold,

I have a taxpayer that is challenging the penalty and interest on his account on the grounds that the property was changed into another person's name without his permission. If you can, please send me any documentation that you have regarding this name change history

LaTonya Dominick
Property Tax Specialist
Galveston County Tax Office
latonya dominick@co galveston tx us
www galcotax com
409-766-2481
409-766-2479

Search Real Estate Index: Index Detail

General | Legal Description | Related Documents

Document Detail

Instrument # [illegible]
Multi Seq 0
Date Filed [illegible]
Document Type DEED
Book [illegible]
Page [illegible]
Remarks
Pages in Image [illegible]
Image

Grantor Names

1 [illegible]

Grantee Names

1 [illegible]
2 [illegible]

Returnee

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Notes Go To

Deposit REMITTANCE Detail

Summary Query

Deposit No Account No Remit Seq No Check No Payment Amount

Check Image	Deposit No	Receipt Date	Remit Seq No	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Summary Payer
626060										

NOTES -- Account No. 265501280028000

PERKETT_M 07/10/2012 12:15:21

ACTNOTES v1.8 GCTO_PROD

Account Number **265501280028000**

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
27546254	06/04/2012	SUPP	MAY 2012 NAO		
27542605	06/04/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC05, YEAR = 2011		
26529940	02/10/2012	EVANS_E	DELINQUENT NOTICE GREEN MEARLON, PO BOX 165, BACLIFF, TX 77	DSTM	
25841256	01/04/2012	LEMONS_E	2010 SUPP#8 STMT BATCH 2010 STMT GREEN MEARLON, PO BOX 165	CSTM	
25836907	01/04/2012	LEMONS_E	2011 SUPP#2 STMT BATCH 2011 STMT GREEN MEARLON, PO BOX 165	CSTM	
25826135	01/02/2012	SUPP	2011 SUPP#2		
25816935	12/28/2011	SUPP	2010 SUPP#8		
25814214	12/27/2011	LEMONS_E	2009 SUPP#14 STMT BATCH 2009 STMT GREEN MEARLON, PO BOX 16	CSTM	

Save Add Delete View Note Print Window Close Window

start Sn... Ad... In... Or... Ap... Do... 12:15 PM

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

October 29, 2012

J Martin Barrash, M D
5317 Braeburn Dr
Bellaire, Texas 77401-4801

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 7313-0002-0045-000*

Dr J Martin Barrash.

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for November 27, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

September 19, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest
7313-0002-0045-000
J Martin Barrash, M D
Heather Linn

Dear Judge Henry

According to the Texas Property Tax Code Section 31 01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

The homeowner states she did not receive a 2011 tax statement The records show that current and past statements have been mailed to the address on record but all were undeliverable The customer states they received the statement from Clear Creek ISD, but did not receive anything from our office The Central Appraisal District did not receive change of address request until June 2012

Account #	Year	Waiver / Refund
7313-0002-0045-000	2011	$ 10 86 (waiver)
		$1299 48 (refund)

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

View Note

2009 STATEMENT MAILED TO OWNER / MAILED TO LINN HEATHER
M 914 FM 517
W
DICKINSON TX 77539 / AMOUNT $2,898 00

Print Window

Close Window

View Note

2010 STATEMENT FILE SINGLE / MAILED TO LINN HEATHER M
914 FM 517
W
DICKINSON TX 77539 / AMOUNT $3,111 88

Print Window

Close Window

NOTES -- Account No. 7313000200450000

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ACTNOTES v1 9

10/17/2012 13:59:13
GCTO_PROD

Account Number 7313000200450000

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
27981800	09/11/2012	EVANS_E	DELQ STMT - SUMMARY 5317 BRAEBURN DR, BELLAIRE, TX 77401-4	DSTM	
27769290	07/16/2012	BATCH_REQU	MAY LETTER RETURNED UNDELIVERABLE		01/01/2020
27598483	06/18/2012	BATCH_REQU	RETURN MAIL - 2011 MAY LETTER - UNDELIVERABLE		01/01/2020
27544699	06/04/2012	SUPP	MAY 2012 NAO		
27542145	06/04/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC05, YEAR = 2011		
25282067	11/10/2011	BATCH_REQU	2011 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020
[redacted]	[redacted]	[redacted]	[redacted]	STMT	[redacted]
16163723	03/16/2010	HORTON_N	DELQ STMT - DETAIL 914 FM 517 W, DICKINSON, TX 77539, AMT DUE $	DSTM	

Save | Add | Delete | View Note | Print Window | Close Window

HOUSTON NEUROSURGICAL ASSOCIATES, P.A.
J. MARTIN BARRASH, M.D., F.A.C.S.

5959 W. Loop South, Suite 300
Bellaire, Texas 77401
Telephone (713) 797 9775
Fax (713) 797 6221

RECEIVED
MAY 22 2012
GALVESTON COUNTY JUDGE

May 16, 2012

No enclosures

Judge Henry
722 Moody
Galveston, Texas 77550

RE LATE BILL FOR CLEAR LAKE ISD TAXES

Dear Judge Henry

Enclosed will be some of the correspondence that was supposedly sent to my wife, Dr Heather Linn, by the Clear Lake ISD It is interesting that the Galveston County Taxes did indeed get to us and paid appropriately, however, the Clear Lake ISD did not get the billing to us They sent it to my wife's old address of 914 FM 517 West, Dickinson, Texas 77539 and it was returned to them The return looks as if it was received back at Clear Lake ISD on 3/1/12, however, the letter containing the delinquent tax bill was never sent until May of this year The postmark is 5/10/12 received at our address on 5/12/12

Needless to say, it was not even sent to my wife as it was noted that I was the one who paid the taxes and they sent it to me

I feel that the penalties assessed for being delinquent, are somewhat unjust as the Clear Lake ISD certainly had the ability to get Dr Linn's address They certainly had the ability to get my address as they finally sent it to me 5/12/12 of this year

The Galveston County Appraisal District had our address as we got our Galveston County Taxes and they were paid appropriately in December of last year One can see from the tax bill of 12/29/10, that I indeed paid the taxes for the Milliken's Bend property in Victory Lakes on 12/29/10 in the amount of $3,400 00

Basically, I am appealing to you as I feel that the penalties on this tax bill are not our fault Certainly there was some mix up with the Clear Lake ISD and the Galveston County taxing authorities as one agency had the appropriate address and the other one never got it from the taxing authority

The address to which the original tax bill was sent is my wife's old address She moved out of there in July 2010 She no longer has a practice in Galveston County

Your kind attention to this matter would be greatly appreciated

Sincerely,

J Martin Barrash, M D
JMB/pw
Dictated but not read

Enclosures

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody Galveston Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location 1405 MILLIKENS BEND 77573
Acreage 2280
Legal Description
VICTORY LAKES SEC 1 (2001), ABST 3 S F AUSTIN SUR, BLOCK 2, LOT 45, ACRES 0 228

ACCOUNT # 731300020045000 CAD # R400461

D059764081615 T253 N235

LINN HEATHER M
914 FM 517 W
DICKINSON TX 77539

Appraised Land Value	$63 130
Improvements/Personal Property Value	+186,870
Total Market Value	$250 000
Homestead Cap Adjustment	

MTG/Agent
Sales Tax Savings $189 77
Assessment Ratio 100%

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100 x	Tax Rate =	Total Taxes
GALVESTON CO	$250 000	$0	$250,000	61294500	$1,532 36
ROAD & FLOOD	$250,000	$0	$250 000	00885500	$22 14
LEAGUE CITY	$250 000	$0	$250,000	61000000	$1,525 00
TOTAL 2011 TAXES					**$3,079 50**

Current Exemptions According to Appraisal District

Should you have questions regarding the exemptions or wish to update address or ownership information contact the Galveston Central Appraisal District at 1 866-277 4725 or the Harris County Appraisal District at 713 957 7800 *(depending on the county where the property is located)*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL Must be USPS postmarked by January 31 2012 unless you qualify for a payment option below

SPLIT PAYMENT Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines Most governments offer this payment option Those not participating are shown below

INSTALLMENT PAYMENTS FOR QUALIFIED OVER 65 DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought) A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify amounts will be listed in the box below)* and may also defer or delay payment Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1 2012

***Please contact your mortgage company before participating in partial payment options!**

Split Payment Option *(1/2 by November 30, 2011)*

Entity	Amount Due
GALVESTON CO	$1 532 36
ROAD & FLOOD	$22 14
LEAGUE CITY	$1,525 00

1ST payment by 11/30/11 of	**$1,539 75**
2ND payment by 7/2/12 of	**$1,539 75**

Non-Split Pay Taxes Due *(by January 31, 2012)*

Total Due January 31 2012	**$ 00**

O 65, Disabled & Disaster Payment Option *(1/4 by January 31, 2012)*

Payment Due Date	Amount Due
January 31 2012	
April 2 2012	
May 31 2012	
July 31, 2012	

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$3,079 50	$ 00	$3 079 50
If paid in November	$3 079 50	$ 00	$3 079 50
If paid in December	$3 079 50	$ 00	$3,079 50
If paid in January	$3,079 50	$ 00	$3,079 50
If paid in February	$3,295 07	$ 00	$3 295 07

*Our records indicate delinquent taxes are due for the following tax years

Please send this coupon with check money order or cashier s check payable to GCTO in the enclosed envelope
Correspondence ownership or other changes should be mailed separately to Property Tax Dept 722 Moody Galveston TX 77550

ACCOUNT # 7313-0002-0045-000
CAD # R400461

LINN HEATHER M
914 FM 517 W
DICKINSON TX 77539

Credit card checks NOT accepted A $25 fee will be charged for all returned checks **Select a payment option below**

- [ ] First half split payment by 11/30/11
- [ ] O65/DP/Disaster ¼ payment by 1/31/12
- [ ] Full payment by 1/31/12
- [ ] Please mail postcard receipt

000000R400461 0000307950 0000307950 0000307950 0000307950 5

HOUSTON NEUROSURGICAL ASSOCIATES, P.A.
J. MARTIN BARRASH, M.D., F.A.C.S.

5959 W Loop South, Suite 300
Bellaire, Texas 77401
Telephone (713) 797 9775
Fax (713) 797 6221

August 29, 2012

Judge Mark Henry
722 Moody, Suite 200
Galveston, Texas 77550

Dear Judge Moody

It is with great regret that I have to even write this letter to you as a complaint

I own a property at 1405 Millikens Bend in Victory Lakes, which is in Galveston County I was not sent a notice of the taxes due from 2011

Finally, I received one in July and a check for the actual taxes was mailed within 24 hours receipt of the tax bill

Three days ago, I got a bill from a bill collector, Linebarger Goggan Blair & Sampson, LLP for $1,291 94 for late fees, interest and anything else they could think of

Is it my responsibility to call and find out about my taxes? I have several properties and when the bills come in, I pay them Galveston County has the address of the place where the bills are to be sent More than that, I do not know what I can do If they do not follow up on the address to where the bills are sent, how can I pay them in a timely manner?

I do not think it is my responsibility to call them and find out what my taxes are when they do not notify me Unfortunately, I am a neurosurgeon and very busy and I do not really have time nor do I even think about paying my tax bills When they come in, I approve them and my office manager writes a check for them I really pay little attention to it because I am always notified Unfortunately, for the 2011 taxes, I was not notified

In short, I do not feel that penalties for all my taxes and interest are fair in that I was never notified of the amount due

I look to you for some relief and/or an opinion I will pay the amount they are "sticking me with" and if necessary, with your okay, institute legal action as I do not feel that I have been treated fairly nor do I feel that the taxes, penalties, etc , should be more than a 1/3 of what the taxes were which were paid in July as soon as I got notice

I look forward to hearing from you

Sincerely,

J Martin Barrash, M D
JMB/pw

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

October 30, 2012

Robert J & Laura A Daniel
4707 Skylane Drive
Beach City, Texas 77523

Re Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 4275-0000-0068-000 & 4275-0000-0069-000

Dear Robert J & Laura A Daniel.

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for November 27, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

August 28, 2012

Robert J & Laura A. Daniel
4707 Skylane Drive
Beach City, TX 77523

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 4275-0000-0068-000 & 4275-0000-0069-000*

Dear Robert J & Laura A Daniel·

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for October 2, 2012. Court begins at 9.30 a.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/adg

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

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

June 25, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for Waiver of Penalty and Interest
Robert J and Laura A Daniel
4275-0000-0068-000
4275-0000-0069-000

Dear Judge Henry

According to the Texas Property Code Section 31 01(g)," failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

Mr Daniel is requesting a waiver of penalty and interest on the accounts referenced above for the tax years 2010 and 2011 Mr Daniel was unaware his taxes were not being paid through escrow and had not received tax statements due to an incorrect address Our records show that all statements and correspondence were mailed to the address on record

4275-0000-0068-000	Year	Amount
	2010	$ 1312 19
	2011	317 13
	Total	$ 1629 32

4275-0000-0069-000	Year	Amount
	2010	$ 35 29
	2011	8 54
	Total	$ 43 83

Sincerely,

Cheryl E Johnson, RTA

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Prev Acc .. | Next Acc .. | Prev Owner | Next Owner | Acct History | Acct Summary

PERKETT_M
ACT8006 v1.221

07/16/2012 12:31:17
GCTO_PROD

STATUS DETAIL

Account Information

Account No 427500000068000 Roll Code REAL PROPERT

Tax Units

Tax Unit Description

List of Tax Units

Tax Unit,Yr, Rec. Type

Tax Unit

Certified Ow

Address L

Amount D as of

Amount

Year Appr

2010 $

2009

2008

2007

2006

2005

2004

2003

Last Paymer Date

Last Payer

NOTES Account No 427500000068000

PERKETT_M
ACTNOTES v1.9

07/16/2012 12:31:22
GCTO_PROD

Account Number

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
27266071	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY SULLIVAN, 4707 SKYLANE DR, BEACH CITY ,	DSTM	
27266069	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA SULLIVAN, 19406 AQUATIC DR , HOU	DSTM	
26915212	02/29/2012	FULLER_J	YEAR = 2011, LEGAL STATUS = ACTIVE, CAUSE NUMBER = 12TX0092	MSG	
26759499	02/21/2012	CIAV_M	DELQ STMT - SUMMARY LAURA SULLIVAN, 19406 AQUATIC DR , HOU	DSTM	
21628398	05/05/2011	STMT1032614	2010 33 07 STATEMENT MAILED / MAILED TO DANIEL ROBERT J & LAUR	STMT	
18881741	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO DANIEL ROBERT J & LAURA	STMT	
14852723	11/09/2009	STMT763185	2009 STATEMENT MAILED TO OWNER / MAILED TO DANIEL ROBERT J &	STMT	

Save | Add | Delete | View Note | Print Window | Close Window

Alert

start

12:32 PM

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Prev Acc. | Next Acc | Prev Owner | Next Owner | Acct History | Acct Summary

PERKETT_M
ACT8006 v1.221

07/16/2012 12:31 17
GCTO_PROD

STATUS DETAIL

Account Information

Account No. 42750000068000 | Roll Code REAL PROPERT

Tax Units | Tax Unit Description | List of Tax Units

Tax Unit,Yr, Rec. Type | Tax Unit

Certified Ow

Address L

Amount D as of

PERKETT_M
ACTNOTES v1.9

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GCTO_PROD

Account Number

Amount

Year	Appr
2010	$
2009	
2008	
2007	
2006	
2005	
2004	
2003	

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
27268072	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY SULLIVAN, 4707 SKYLANE DR, BEACH CITY ,	DSTM	
27268071	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY SULLIVAN, 4707 SKYLANE DR, BEACH CITY ,	DSTM	
27268069	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA SULLIVAN, 19406 AQUATIC DR , HOU	DSTM	
26915212	02/29/2012	FULLER_J	YEAR = 2011, LEGAL STATUS = ACTIVE, CAUSE NUMBER = 12TX0092	MSG	
26759499	02/21/2012	CIAV_M	DELQ STMT - SUMMARY LAURA SULLIVAN 19406 AQUATIC DR HOU	DSTM	
21628398	05/05/2011	STMT			
14952723	11/09/2009	STMT			

View Note

2010 STATEMENT FILE SINGLE / MAILED TO DANIEL ROBERT J & LAURA A LAURA SULLIVAN 19406 AQUATIC DR HOUSTON TX 77346 / AMOUNT $2,446 10

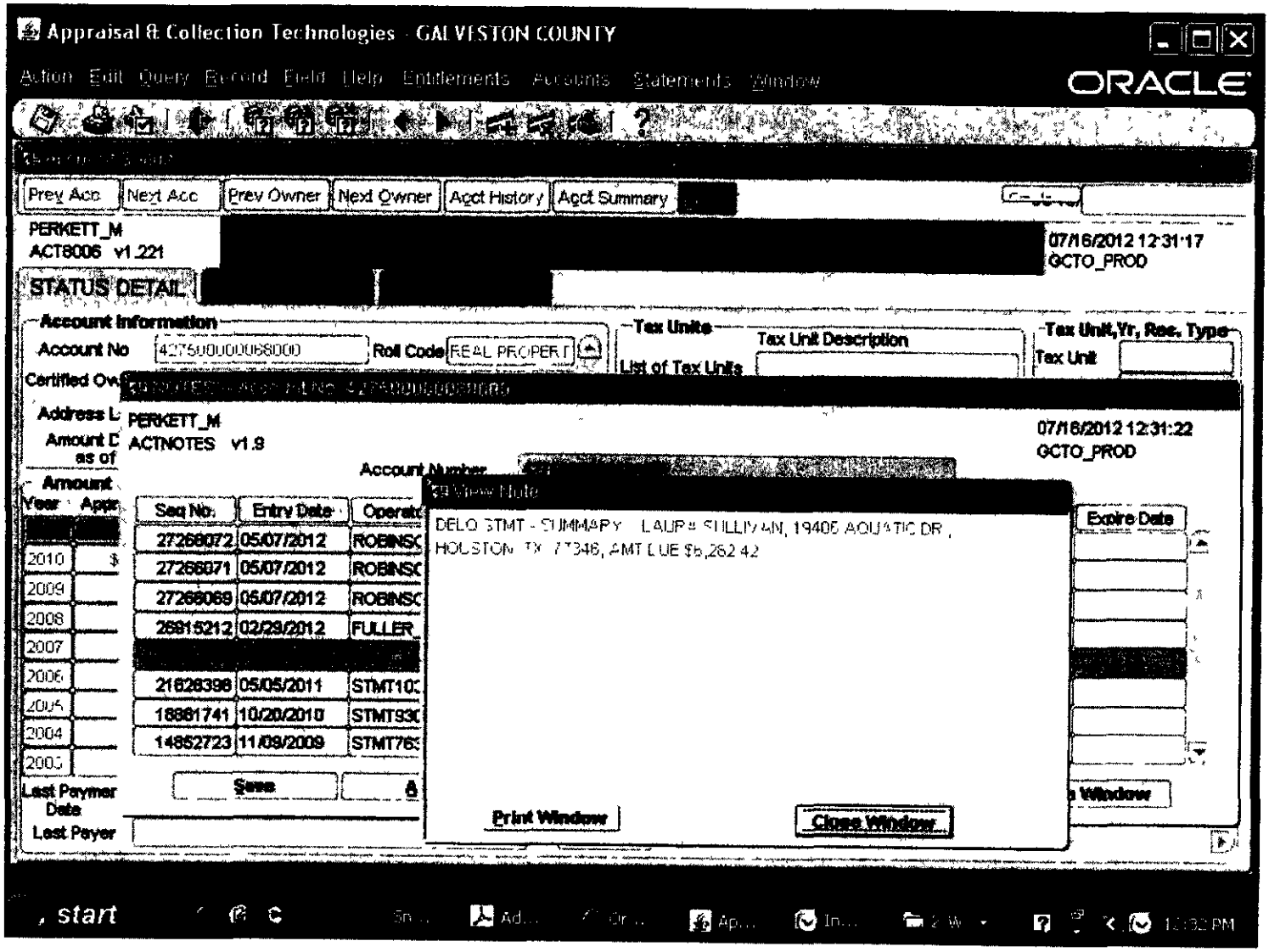
Save

Last Paymer Date

Last Payer

start

1:31 PM


Appraisal & Collection Technologies - GALVESTON COUNTY
Action Edit Query Record Field Help Entitlements Accounts Statements Window
ORACLE
Prev Acc
Next Acc
Prev Owner
Next Owner
Acct History
Acct Summary
PERKETT_M
ACT8006 v1.221
07/16/2012 12:31:17
GCTO_PROD
STATUS DETAIL
Account Information
Account No
Roll Code
REAL PROPERT
Tax Units
Tax Unit Description
List of Tax Units
Tax Unit,Yr, Rec. Type
Tax Unit
PERKETT_M
ACTNOTES v1.9
07/16/2012 12:31:22
GCTO_PROD
Account Number
Seq No.
Entry Date
Expire Date
27268072 05/07/2012
27266071 05/07/2012
27266069 05/07/2012
26915212 02/29/2012
21628398 05/05/2011
18881741 10/20/2010
14852723 11/09/2009
Save
View Note
DELQ STMT - SUMMARY LAURA SULLIVAN, 19406 AQUATIC DR ,
HOUSTON TX 77346, AMT DUE $6,282.42
Print Window
Close Window
Last Payment Date
Last Payer
start

Appraisal & Collection Technologies GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Prev Acc Next Acc Prev Owner Next Owner Acct History Acct Summary

ACT8006 v1.221 GCTO_PROD

STATUS DETAIL

Account Information

Account No. 4275000000069000 Roll Code REAL PROPERT

Certified Owner DANIEL ROBERT J

Tax Units Tax Unit Description

List of Tax Units

Tax Unit,Yr, Rec. Type

Tax Unit

Year

ACTNOTES Account No 4275000000069000

PERKETT_M 07/16/2012 12:28:33

ACTNOTES v1.9 GCTO_PROD

Account Number

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
27542635	06/04/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC05, YEAR = 2011		
27266193	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA A SULLIVAN, 4707 SKYLANE DR, BEA	DSTM	
27266187	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA A SULLIVAN, 4707 SKYLANE DR, BEA	DSTM	
21628399	05/05/2011	STMT1032814	2010 33 07 STATEMENT MAILED / MAILED TO DANIEL ROBERT J	STMT	
18861743	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO DANIEL ROBERT J	STMT	
14852724	11/09/2009	STMT783165	2009 STATEMENT MAILED TO OWNER / MAILED TO DANIEL ROBERT J	STMT	
11180047	10/22/2008	STMT597261	2008 CURRENT STATEMENT TO OWNER / MAILED TO DANIEL ROBERT J	STMT	

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Appraisal & Collection Technologies - GALVESTON COUNTY

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Prev Acc | Next Acc | Prev Owner | Next Owner | Acct History | Acct Summary

PERKETT_M
ACT8006 v1.221

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STATUS DETAIL

Account Information
Account No. 427500000069000 Roll Code REAL PROPERT

Tax Units
Tax Unit Description
List of Tax Units

Tax Unit,Yr, Rec. Type
Tax Unit

Certified Ow

Address L

Amount D as of

Amount

Year	Appr
2010	
2009	
2008	
2007	
2006	
2005	
2004	
1995	

Last Paymen Date

Last Payer

PERKETT_M
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Account Number

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
27548317	06/04/2012	SUPP	MAY 2012 NAO		
27542635	06/04/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC05, YEAR = 2011		
27266193	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA A SULLIVAN, 4707 SKYLANE DR, BE/	DSTM	
27266187	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA A SULLIVAN, 4707 SKYLANE DR, BE/	DSTM	
21828399	05/05/2011	STMT1032614	2010 33 07 STATEMENT MAILED (MAILED TO DANIEL ROBERT J	STMT	
14852724	11/09/2009	STMT7		MT	
11180047	10/22/2008	STMT5		MT	

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2010 STATEMENT FILE SINGLE (MAILED TO DANIEL ROBERT J
& LAURA A SULLIVAN 19406 AQUATIC
DR HUMBLE TX 77346 / AMOUNT
$65.85

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Judge Mark Henry

Galveston County Judge

722 Moody

Galveston, Texas 77550

RECEIVED
MAY 14 2012
GALVESTON COUNTY JUDGE

Dear Judge Henry. Please accept this as my request for refund of fees added to my tax bill on property at 830 Johnson Crawford Circle West Port Bolivar Texas 77650. The account numbers are R221916 and R221917 After Hurricane Ike while trying to rebuild I had to take out a new loan and thought I had my taxes set up in my escrow account. When looking online at my account May 8th 2012 I found that not only did my taxes not get paid for 2010 or 2011 the address was wrong so I could not get any mail from the tax office. I went to Texas City office yesterday May 9th 2012 and paid all my taxes and fees to get caught up and went to the GCAD office and got my 2012 appraised value and corrected my mailing address. Any help you can give me in the matter will be greatly appreciated as I am on a fixed income.

Thank You

Robert J. Daniel

4707 Skylane Drive

Beach City, Texas 77523