



GALVESTON COUNTY, TEXAS

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

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

SPECIAL MEETING-AGENDA October 10, 2016 – 1:30 PM

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

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

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by Auditor's Office:
 - a. Approval of Accounts Payable Checks dated 10/4/16 and 10/10/16
 - b. Order for Payroll period ending 10/5/16 Bi-Weekly #21
 - c. Order for Supplemental Payroll period ending 10/5/16 Bi-Weekly #21
 - d. Internal Audit report of the Personal Bond Office for period covered 7/1/15 - 6/30/16 with response letter from Tyler Drummond and LaDonna Kennie, both dated 9/29/16
 - e. Monthly financial report for period ending 9/30/16
 - f. Internal Audit report of the inventory of fixed assets of the Fleet Department with response letter from Fleet Director, John Fesler
 - g. Internal Audit report of the Department of Parks and Cultural Services period covered 6/1/15 - 5/31/16 with response letter from Director, Julie Diaz dated 9/30/16

- *2. Receive and file *Refund Check List from Odyssey* submitted by the District Clerk

- *3. Receive and file *Summary of Biweekly Personnel Movements pay period #20, September 8 - 21, 2016* submitted by Human Resources
- *4. Receive and file *Appointment & Oath of Office for Deputy Constable* submitted by Human Resources on behalf of Constable Pct. 4
- *5. Consideration of *execution of a contract with SmartDollar for online financial wellness program* submitted by Human Resources
- *6. Receive and file *notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County* submitted by the County Judge
- *7. Receive and file *Galveston County Emergency Communication District proposed FY2017 budget* submitted by the County Judge
- *8. Receive and file *History of Public Health in Galveston County document* submitted by the County Judge on behalf of the Health District
- *9. Consideration of a *resolution recognizing October 2nd - 8th, 2016 as National 4-H week in Galveston County* submitted by the County Judge
- *10. Consideration of *appointment of Delegate and Alternate to the HGAC Board of Directors* submitted by Commissioner, Precinct 4
- *11. Consideration of *authorizing approval to submit a letter to Pelican Island Bridge stakeholders regarding formation of coordination committee* submitted by Commissioner, Precinct 1
- *12. Consideration of *approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) for Galveston-Houston Families Exploring Down Syndrome, for use of Walter Hall Park for the Step-Up for Down Syndrome Walk on Saturday, October 22, 2016 and Saturday, October 28, 2017,* submitted by the Parks & Cultural Services Department
- *13. Consideration of *executing a Permanent Pipeline Agreement between County of Galveston and Gel Texas Pipeline, LLC* submitted by County Engineer
- *14. Consideration of *authorizing Galveston County to execute a waiver request regarding mortgage industry clients for Akerman LLP.* submitted by County Legal
- *15. Consideration of *approving payment of \$75.93 to Claimant Vicky Taylor* submitted by County Legal
- *16. Consideration of *approval for OPAC Plus annual software renewal for the Human Resources Department with Biddle Consulting Group, Inc.* submitted by Information-

Technology

- *17. Consideration of *approval for Microsoft Project Online, term dates: 04/01/2016 - 03/31/2017 with SHI* submitted by Information Technology
- *18. Consideration of *approval for Microsoft Azure subscription, term dates: 04/01/2016 - 03/31/2017 with SHI* submitted by Information Technology
- *19. Receive and file *notice of reappointment of the Galveston County Purchasing Agent for a two-year term, Oath of Office for Rufus George Crowder* submitted by the Purchasing Agent
- *20. Consideration for *authorization to extend the contract on the following bid* submitted by the Purchasing Agent:
 - a. Bid #B152019 Vehicle Collision & Body Repair
- *21. Consideration for *authorization to utilize cooperative purchasing program for replacement kitchen equipment for the Facilities Department* submitted by the Purchasing Agent
- *22. Consideration of *acceptance of construction contract for Coastal Impact Assistance Program (CIAP) Grant #F13AF00087 as awarded on September 27, 2016 and authorize County Judge to sign required contract documents* as submitted by the Grants Manager
- *23. Consideration of *granting authority to County Judge to sign Trustee's Deed on the following tax foreclosed property* submitted by the County Judge:
 - a. **CAD#: 1100-0026-0023-000**
- *24. Consideration of *granting authority to the County Judge to execute replacement deed (originally placed on the agenda on November 23, 1998) on the following property due to loss of original resale deed* submitted by the County Judge:
 - a. **CAD#: 2655-0130-0006-000**
- *25. Consideration of *authorization to execute renewal contract with the following Fire Departments for fire protection services* submitted by Director of Contract Services:
 - a. League City VFD- Fire Protection Services Contract
 - b. City of Texas City Fire Department- Fire Protection Services Contract
 - c. Tiki Island VFD- Fire Protection Services Contract

- d. Kemah VFD- Fire Protection Service
- *26. Consideration of *approval of the following budget amendments* submitted by Professional Services:
- a. 16-177-1010-A
Courthouse Security - Request transfer from Courthouse Security Budgeted Reserves for Vacation/Sick Leave Payout, Longevity Pay, and Overtime for FY 2016
 - b. 16-178-1010-B
Law Library - Request transfer from General Fund Budgeted Reserves for expenses associated to the Law Library for FY 2016
 - c. 17-006-1010-B
Limited Tax County Bldg Bonds Series 2009 - Request transfer from various cost centers associated with the Limited Tax County Bldg Bonds Series 2009 to the Designated for Capital Projects account in Fund 3120
 - d. 17-007-1010-C
Professional Services - Budget request to roll forward budgets for various departmental contracts and projects which were not completed in FY 2016 to FY 2017
 - e. 17-008-1010-D
Constables - Request transfer from General Government Salaries and Benefits for the various Constables for FY 2017
 - f. 17-009-1010-E
Sheriff's Department ISD'S - Request transfer from General Fund Budgeted Reserves for salary increases associated with the Clear Creek ISD contract
- *27. Consideration of *approval of annual service agreement with Southwest Solutions for mechanical filing systems* submitted by the County Clerk
- *28. Consideration of *authorization of the abatement of three (3) Public Nuisances* submitted by the Housing Department:
- a. 2305 Avenue C, Dickinson
 - b. 428 Beech, La Marque
 - c. 8530 Avenue L, Santa Fe
- *29. Consideration of *request of tax refunds in excess of \$2,500.00* submitted by the Tax Assessor/Collector:

a. **R119436** \$2,684.66 Over Payment

*30. Consideration of *authorizing the County Right-of Way Agent to engage the services of a plumber, or plumbers, to move existing gas meters out of the construction right-of-way and other associated work for the F.M. 646 CSJ 0978-02-032 (S.H. 6 to F.M. 1764) project. This grant of authority to the Right-of-Way Agent includes getting any necessary authorizations or permissions required to perform these services* submitted by County Legal.

Action Agenda

31. County Judge

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

1. **CAD#: 3736-0000-0052-000**
2. **CAD#: 3736-0000-0132-000** (2 bids received)

32. Purchasing

a. Consideration of approval of awarding the following:

1. RFP #B161032 722 Moody Renovations for ADA Compliance

33. County Legal

a. **Break into Executive Session:**

b. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to October 5, 2016 letter from Honorable John Ellisor.

c. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional-

Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 3:14-CV-300, Kyle Springer v. Unknown Rekoff, et. al., in the United States District Court for the Southern District of Texas.

- d. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 3:16-CV-00065, Diane Jacobs, et. al. v. Henry Trochesset, et. al. in the U.S. District Court for the Southern District of Texas, Galveston Division.
- e. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to the Texas General Land Office and Rollover Pass.
- f. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 14-CV-1289, Bonnie Quiroga v. Galveston County, in the 212th Judicial District Court.
- g. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to Cause No. 15-0993, Hon. Mark Henry, v. Hon. Lonnie Cox, in the Supreme Court of Texas.
- h. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of-

the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 14-CV-1112, Kimberly Sullivan v. Galveston County Commissioners Court, Et Al, in the 212th Judicial District Court.

- i. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to the Severe Repetitive Loss Elevation Projects at 1525 103rd Street, Galveston, and 715 Oak Road, Clear Lake Shores.
- j. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to Open Space Restrictions and the granting of easements on buy-out lots in Jamaica Beach.
- k. **Executive Session:** Texas Government Code Section 551.074, Personnel Matters: the Commissioners Court will enter into executive session as permitted under the Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.074 of the Texas Government Code, Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, or duties of a public employee, the Chief Information Officer.
- l. **Reconvene into Regularly Scheduled Meeting**
- m. Consideration of response to October 5, 2016 letter from Honorable John Ellisor

Adjourn

WORKSHOP AGENDA

1. Discuss General Obligation Refunding Bonds, Series 2007 submitted by Professional Services

2. Discussion of the use of the Jack Brooks Ballfields, presented by the Parks & Cultural Services Department

Appearances before Commissioners Court

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

Executive Sessions

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

AGENDA ITEM #1.d.

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Kristin Bulanek CIA, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

October 10, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of the Personal Bond Office. The audit covered the period July 1, 2015 through June 30, 2016. Also attached is the response letter from Tyler Drummond and response letter from LaDonna Kennie, both dated September 29, 2016.

Sincerely,

A handwritten signature in blue ink that reads "Rice CIA".

Randall Rice CPA
County Auditor

Attachment: Personal Bond Office Internal Audit Report
Response Letter, Tyler Drummond
Response Letter, LaDonna Kennie



Personal Bond Office Internal Audit FY 2016

August 15, 2016

Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

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Executive Summary

Reliability and Integrity of Information (page 3)

- Voided receipts are performed by the Court Collections Senior Collections Clerk or the Court Collections Collections Manager and an explanation for the void is provided.
- Refunds not requested through a purchase order are unable to be verified to ensure the refund was issued in the correct amount and to the correct party. To improve reliability and integrity, the Personal Bond Office should submit all refunds, except for credit card transactions, through a purchase order.

Safeguarding of Assets (page 4)

- Physical security over assets (collections) is adequate.
- There is proper separation of duties.

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

- Bond fees assessed are in compliance with CCP §17.42.
- Defendants released on pre-trial release bonds are in compliance with the criteria set by the Pre-Trial Release Board and are properly authorized.
- The office is in compliance with Senate Bill 7 releases.
- Collections are deposited within the timeframe allotted by LGC §113.022.

Introduction

The Internal Audit Division conducted an internal audit of the Personal Bond Office, in accordance with Local Government Code §115. The internal audit covered the period July 1, 2015 through June 30, 2016. The audit was performed from July 14, 2016 through August 15, 2016.

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

- Reliability and integrity of the information.
- 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 Personal Bond Office. The internal audit included, but was not limited to the books, accounts, reports, dockets and records of the Personal Bond 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 Personal Bond Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Madeline Walker, Compliance Audit Team Lead, 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.

Voided Receipts

All voided receipts should be performed by the Court Collections Senior Collections Clerk or the Court Collections Collections Manager. An explanation for the void is recorded in Odyssey and, when applicable, the transaction is re-receipted in a timely manner. There were no discrepancies found in the testing of voided receipts.

Refunds

Under certain circumstances, a bond payment may be refunded back to the payer: an inmate was bonded out through another agency, the inmate rejects the bond, the judge rejects the bond, a plea deal is accepted after the bond fee has been paid, etc. All refunds must be approved by the Court Collections Senior Collections Clerk or the Court Collections Collections Manager. Payments are refunded by the Personal Bond Office in the same tender type as was originally receipted. Credit card payments are reversed through Official Payments by the Senior Collections Clerk or the Collections Manager. Payments made by cash or check are returned from the clerk's cash drawer to the individual who made the payment. If a check has already been deposited, the refund will be requested through a purchase order, otherwise, all refunds are provided from the clerk's till.

Finding: Refunds of cash, check, or money order transactions not requested through a purchase order are unable to be verified to ensure the refund was issued in the correct amount and to the correct party.

Recommendation PB-16-01: All refunds other than credit card transactions should be submitted through a purchase order to provide a paper trail that documents the amount of the refund and the individual to whom it is issued.

Safeguarding of Assets

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

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Monies collected should be kept in a locked drawer or safe until they are deposited.

As part of the audit, the auditor conducted a surprise cash count of the Personal Bond Office on July 21, 2016. All collections were accounted for at the time of the surprise cash count. Controls are in place to ensure the staff uses lockable cash drawers to secure collections until the funds are ready to be deposited. The financial assets are adequately safeguarded and deposits are made daily.

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction and have custody of the assets. All funds collected are entered into Odyssey by the bond clerks and reconciled daily by the Court Collections Senior Collections Clerk, who prepares the funds for deposit. Funds collected over the weekend are placed in the safe and are reconciled Monday morning. All cash receipts are entered into One Solution by the Treasurer's Office once the bank deposit confirmation is returned. The office has a proper separation of duties.

Compliance with Statutes, Policies, and Procedures

Statutory Personal Bond Fees

The Code of Criminal Procedure (CCP) §17.42 mandates that “the court shall assess a personal bond fee of \$20 or three percent of the amount of the bail fixed for the accused, whichever is greater”. Bail amounts are obtained from the Jail Management System (JMS) and are recorded in Odyssey by the Personal Bond Office clerks. Bond fees are then calculated based on the amount of bail, according to statute. The office is in compliance with CCP §17.42 in setting bond fees.

Personal Bond- Reasons for Rejection

The Pre-Trial Release Board sets the criteria for which a defendant is deemed ineligible for a personal bond release. The list of “Reasons for Rejection”, last updated on February 11, 2016, is provided to the Personal Bond Office. It is the responsibility of the bond clerks to verify the defendant has not met a criterion on the rejection list prior to being released. In addition, the release of the defendant must be approved by a judge and the personal bond fee must be paid. There were no material discrepancies found in the compliance of release of defendants through pre-trial release bonds.

Senate Bill 7

Senate Bill 7 dictates a defendant must be released on personal bond if they do not see a magistrate judge within 24 hours for a misdemeanor, or 48 hours for a felony. Bonds are created in Odyssey by the Personal Bond Office Supervisor for all Senate Bill 7 releases. This type of release does not alleviate the defendant of any charge they may be facing, so location and contact information is obtained from the defendant on a bond application, which is then approved by a judge, prior to the defendant’s release. All Senate Bill 7 releases were documented and approved by a judge.

Timeliness of Deposits

Local Government Code (LGC) §113.022 Time For Making Deposits states a county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. Personal Bond Office collections are deposited daily, Monday through Friday, by a Sheriff’s Office Deputy. Funds collected over the weekend are deposited the following Monday.

Walker, Madeline

To: Drummond, Tyler
Subject: RE: Personal Bond Office Audit Report

From: Drummond, Tyler
Sent: Thursday, September 29, 2016 1:03 PM
To: Walker, Madeline
Subject: Re: Personal Bond Office Audit Report

Madeline,

Please accept this correspondence and the official acknowledgement and acceptance of the Personal Bond Office Audit Report conducted by your office.

Best,

TYLER DRUMMOND | Chief of Staff
County Judge Mark Henry | 722 Moody Ave. | Galveston, TX 77550
409.765.2639 (Office) | 409.771.2373 (Cell)
tyler.drummond@co.galveston.tx.us | www.galvestoncountvtx.gov



Walker, Madeline

From: Kennie, Ladonna
Sent: Thursday, September 29, 2016 3:01 PM
To: Walker, Madeline; Drummond, Tyler
Cc: Kennie, Ladonna
Subject: RE: Personal Bond Office Audit Report

Madeline,

Thanks sounds great! We will implement this new process within the next month. I will get with Pam Walters to see if she needs any training on Print Tech (Odyssey) and let you know.

Thanks you so much for helping in resolving this matter in a timely fashion.

LaDonna Kennie
Manager
Collections Department

 Office: 409-770-6221

 Fax: 409-765-3286

 Ladonna.kennie@co.galveston.tx.us



From: Walker, Madeline
Sent: Thursday, September 29, 2016 2:45 PM
To: Kennie, Ladonna; Drummond, Tyler
Subject: RE: Personal Bond Office Audit Report

LaDonna,

After speaking with Kristin, we think the best method to get refunds back timely would be for the Personal Bond Office to utilize Odyssey to cut the checks. That way money can be refunded quicker than it would through a normal PO process and there will still be a paper trail verifying the recipient of the funds. Additionally, any support documentation applicable to the refund (proof of bonding through another agency, etc.) should be attached to the PR bond in Odyssey. Please let me know if you think this could work for the office.

Thanks,
Madeline

From: Kennie, Ladonna
Sent: Thursday, September 29, 2016 2:05 PM
To: Drummond, Tyler

AGENDA ITEM #1.e.

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

October 3, 2016

Honorable District Judges of Galveston County and
Honorable Members of the Galveston County Commissioners Court

The unaudited and unadjusted Monthly Financial Report of Galveston County, Texas, for the month ended September 30, 2016, is hereby submitted as required by Local Government Code §114.023 and §114.025. The statements are prepared and reported on a modified accrual basis of accounting, which is not in accordance with generally accepted accounting principles.

Included in the report are:

- Governmental Funds Balance Sheet
- Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance
- Statement of Cash Balances on hand at the beginning and end of the fiscal year, with aggregate receipts and disbursements by Fund
- Statement of Transfers To and From each Fund
- Statement of Bond Indebtedness with corresponding rates of interest
- Summarized budget statement showing:
 - Expenses paid from the budget for the month and for fiscal year-to-date,
 - Encumbrances against the budgets, and
 - Amounts available for further expenditures.

Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports. I have not compiled, reviewed, or audited these financial statements and do not provide any assurance as to their accuracy. These financial statements were prepared by the County Auditor's office staff. The financial accounting records were maintained with objectivity and due professional care, including the professional standards of the American Institute of Certified Public Accountants, the Government Finance Officers Association, and the Governmental Accounting Standards Board.

If you need clarification or have questions, please do not hesitate to call me for more information at 409/770-5301.

After submission, this report can be seen on the internet at:

<http://www.galvestoncountytexas.gov/ao/Pages/FinancialReports.aspx>.

Respectfully submitted,

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

Randall Rice, CPA
County Auditor

Galveston County, Texas
 Unaudited Balance Sheet
 Governmental Funds
 September 30, 2016 and 2015

	September 30, 2016	September 30, 2015
Assets:		
Cash and Cash Equivalents	20,864,373	20,398,679
Equity in Pooled Cash	78,611,439	76,261,033
Taxes Receivable - Delinquent	5,727,783	5,727,783
Taxes Rcvbl-Interest/Penalties	4,127,495	4,127,495
Accounts Receivable	291,661	1,215,610
Unbilled A/R - Non-Grant	29,440	3,918,932
Unbilled A/R - Grants	3,169,140	21,737,988
Due from Othr Govt Fds/Agncies	19,081,090	14,443,676
Due from Other Funds	6,494	25,042,962
Due from Others	32,022	3,409,344
Inventory - Materials/Supplies	707,046	885,139
P-Card Clearing Account	18,630	1,538
Total Assets	\$132,666,619	\$177,170,184
Liabilities:		
Vouchers Payable	628,439	5,162,849
Accounts Payable	(0)	2,550,643
Salaries and Benefits Payable	334	1,428,339
Liab for Compensated Absences	0	1,239
Retainage Payable	570,946	564,101
Due to Othr Govt Fnds/Agencies	715,931	1,248,460
Due to Other Funds	0	24,758,999
Due to Others	847,006	1,414,499
Deposits Held	361,652	401,969
Escrow Deposits	2,377	35,938
Deferred Revenue	12,399,167	12,771,185
Total Liabilities	15,525,856	50,338,225
Fund Balance:		
Non-Spendable	707,046	885,139
Restricted	39,482,027	59,096,142
Assigned	7,426,227	7,991,534
Unassigned	69,529,722	58,859,142
Total Fund Balance	117,145,024	126,831,958
Total Liabilities and Fund Balance	\$132,670,881	\$177,170,184

Galveston County, Texas

Unaudited Statement of Revenues, Expenditures, and Changes in Fund Balance

Governmental Funds

For the Fiscal Years Ended September 30, 2016 and 2015

	<u>September 30, 2016</u>	<u>September 30, 2015</u>
Revenues:		
Taxes	133,776,162	128,926,884
Licenses and Permits	2,714,845	2,658,538
Intergovernmental Revenues	37,638,915	68,490,925
Charges for Services	10,868,526	11,142,153
Court Costs and Fines	2,149,300	2,432,516
Other Revenue	3,432,548	4,917,577
Total Revenues	<u>\$190,580,298</u>	<u>\$218,568,596</u>
Expenditures:		
Personnel & Benefits	82,989,137	80,210,818
Supplies	6,047,932	6,451,449
Other Services and Charges	46,583,216	47,141,871
Inter/Intragvrnmntl Expenditrs	8,767,166	35,554,690
Other Expenses	25,459	15,635
Capital Outlay	24,074,145	10,065,690
Debt Service	31,766,318	31,741,878
Total Expenditures	<u>200,253,376</u>	<u>211,182,034</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(9,673,077)</u>	<u>7,386,561</u>
Other Financing Sources and Uses:		
Interfund Operating Trnsfrs In	21,652,535	14,471,381
Proceeds-Disposl of Cap Assets	140,912	182,606
Operating Trsf in-Other	364,239	744,468
Interfund Operating Trnsfr Out	(21,807,304)	(14,471,381)
Operating Trsf Out-Other	(364,239)	(744,468)
Total Other Sources (Uses)	<u>(13,857)</u>	<u>182,606</u>
Net Change in Fund Balances	<u>(9,686,934)</u>	<u>7,569,168</u>
Fund Balance - Beginning	126,831,958	119,262,790
Fund Balance - Ending	<u>\$117,145,024</u>	<u>\$126,831,958</u>

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements
September 30, 2016

Fund Name and Number	Beginning Balance	Receipts	Disbursements	Ending Balance
	October 1, 2015			September 30, 2016
1101 General Fund	20,727,566	162,121,565	124,164,741	58,684,389
1201 Cnty Clk Records Archive Fund	1,787,057	731,500	1,193,341	1,325,216
1202 Juvenile Justice Fund	2,881,356	4,473,453	4,431,390	2,923,418
1203 Indigent Health Care Fund	8,735,661	2,915,651	2,766,568	8,884,743
1204 Beach Maintenance-Rd & Bridge	489,352	628,925	545,648	572,628
1205 Probate Judicial Education Fnd	47,966	5,209	3,455	49,720
1206 Child Welfare Fund	152,610	203,652	242,588	113,674
1207 Economic Development	5,204	369,339	272,145	102,399
Total General Fund	34,826,772	171,449,296	133,619,880	72,656,187
Special Revenue Funds				
2101 Cnty Records Mgt & Preservatio	357,310	92,989	52,789	397,510
2102 Co Clerk Rec Mgt & Pres Fund	1,663,211	776,670	319,361	2,120,520
2103 Election Srvs Contract Fund	439,769	254,594	184,319	510,043
2105 Dist Clrk Chld Support IV-D	106,465	3,831	43,551	66,746
2106 Distr Clerk Records Mgmt Fund	106,924	57,906	15,027	149,803
2107 Election Code Chapter 19 Fund	3,731	33,469	37,199	1
2111 Tx Assess/Coll Sp Inv Tx Fund	59,515	24,467	5,419	78,564
2121 Donations To Galveston County	19,199	6,561	6,644	19,117
2131 DA Forfeitures After 10/89	121,948	127,140	98,236	150,852
2132 DA Check Collection Fees	7,242	75	120	7,197
2205 Courthouse Security Fund	167,164	148,909	203,797	112,275
2206 Justice Court Bldg Security	34,393	9,428	5	43,816
2207 Appellate Judicial Fund	34,493	34,582	409	68,665
2211 Law Library	79,847	202,287	228,607	53,527
2212 Mediation Services Prog Fund	1,097,592	111,057	148,114	1,060,535
2215 Justice Court Technology Fund	107,854	37,770	24	145,600
2216 Probate Court Contributions Fd	306,200	40,000	30,716	315,483
2217 Suppl Crt-Initiatd Guardianshp	148,477	21,468	21,346	148,599
2218 Pretrial Intervention Program	35,444	31,840	0	67,284
2219 Court Reporter Service Fund	0	95,341	227	95,114
2230 Juvenile Justice Fund	0	4,723	4,343	381
2240 Sheriff's Commissary Fund	431,286	826,156	545,162	712,280
2242 Sheriff's ForfeituresAft 10/89	302,648	251,873	157,769	396,752
2245 Task Force ForfeiturePre 10/89	6,231	10	6,241	0
2250 Law Enforcement Education	124,329	30,431	10,452	144,308
2255 Constables' Forfeitures	3,483	11	0	3,494
2260 Emergency Management Fund	1,608,062	65,552	867,116	806,498
2301 Road & Bridge Fund	1,169,792	4,785,753	4,936,400	1,019,145
2303 Farm to Market Lateral Road	1,240,801	76,966	87,615	1,230,152
2341 Road District #1	1,015,759	538,123	236,347	1,317,535
2370 Flood Control Fund	1,475,372	2,010,268	1,802,792	1,682,848
2410 Mosquito Control District Fund	186,510	975,130	925,101	236,540

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements
September 30, 2016

Fund Name and Number	Beginning Balance	Receipts	Disbursements	Ending Balance
	October 1, 2015			September 30, 2016
2601 Beach & Parks Fund	4,897,234	2,239,987	3,618,396	3,518,824
2621 Galveston County Museum	17,909	99	11,662	6,345
2816 Low Inc Rpr,Retfit,Acc Veh Rpl	926,501	210,500	1,119,009	17,992
2817 LIRAP-Local Initiative Project	14,057	230,413	95,425	149,045
2841 Juvenile Probation-State Aid	0	1,512,478	1,565,538	(53,060)
2844 Juv Mental Health Proj Grant	0	4,075	14,000	(9,925)
2848 Juv Jst Alt Education Program	0	107,233	94,595	12,638
2850 National School Lunch Program	9,268	57,548	55,135	11,680
2851 Title IV-E Foster Care Program	71,770	37,479	0	109,249
2864 Auto Crimes Task Force Grant	0	745,862	858,177	(112,315)
2865 Sheriff Dept. Grants	0	20,687	24,569	(3,882)
2867 SCAAP Program Grant	44,186	0	11,382	32,803
2874 Crime Victim Assistance Prog	4,350	76,957	113,801	(32,495)
2877 Violence Against Women Act	0	103,033	116,899	(13,866)
2892 State Homeland Security Grant	0	375,852	415,709	(39,857)
2911 HUD Community Developmt	0	416,342	381,075	35,267
2913 Coastal Impact Assistance Grt	0	1,346,902	1,631,409	(284,507)
2914 CDBG Housing Program	32,559	0	15,000	17,559
2915 CDBG Infrastructure Program	0	1,787,873	1,770,867	17,006
2916 CDBG Round 2 Housing	0	21,161,438	22,356,961	(1,195,523)
2917 CDBG Round 2 Infrastructure Pr	0	1,964,451	2,582,773	(618,321)
2921 Senior Citizens Grant Prog	171,432	695,491	705,616	161,307
2923 Texas Feeding Texans	(3,241)	58,891	35,964	19,686
2962 Parks/Beaches Project Grants f	0	2,209,500	2,371,617	(162,117)
2975 Just Dept Loc Law Enf Blk Grt	9,486	118,177	38,040	89,622
2983 Federal Mitigation Assistance	(39,263)	0	0	(39,263)
2991 Election Serv Cntr Fnd - HAVA	147,301	26,099	46,108	127,292
2992 Severe Repetitive Loss Grant	0	5,265,226	9,828,244	(4,563,018)
2994 Disaster Recovery - Ike	0	13,401	17,059,575	(17,046,174)
Total Special Revenue Funds	18,764,600	52,461,396	77,912,821	(6,686,824)
Capital Projects Funds				
3100 County Capital Projects Fund	4,008,802	1,271,427	1,464,506	3,815,723
3101 Capital Replenishment	1,214,661	292,787	81,406	1,426,042
3120 Limited Tax Cnty Bldg Bds Sr09	1,269,034	5,170	384,426	889,778
3206 Comb Tax/Revenue COB Sr	158,896	497	35,074	124,319
3222 Ltd Tax Crim Jst Bds Sr 2003A	8,333	26	0	8,359
3271 Parks Dept Capital Projects	2,823,513	26,325	277,354	2,572,485
3306 Road Capital Project Fund-1987	34,289	108	0	34,397
3307 Unltd Tax Road Bonds Sr 2003B	1,891,091	8,683	0	1,899,774
3308 Unlimited Tax Rd Bds Ser 2001	1,356,146	4,489	0	1,360,636
3310 Pass Thru Toll Rv Lt Tx BdSr07	3,766,369	17,098	57,494	3,725,974
3312 Unltd Tax Road Bonds Sr 2009	9,467,800	258,866	830,756	8,895,909
3315 Galv Causeway RR Bridge Proj	154,599	489	0	155,088

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements

September 30, 2016

Fund Name and Number	Beginning Balance	Receipts	Disbursements	Ending Balance
	October 1, 2015			September 30, 2016
3316 Cnty Road & Bridge Projects	258,594	818	0	259,413
3370 Ltd Tax Flood Control Bds Sr09	8,207,569	37,780	7,727,683	517,666
3373 Gal Cnty Cert of Oblig Sr 2008	311,342	1,426	0	312,770
Total Capital Projects Funds	34,931,038	1,925,999	10,858,702	25,998,333
Debt Service Funds				
Total Debt Service Funds	8,137,304	43,547,161	44,176,350	7,508,116
Internal Service Funds				
6123 Employee Benefits	4,875,775	24,639,461	24,884,245	4,630,992
6124 Workers Compensation Fund	477,751	1,164,057	922,754	719,052
6125 Unemployment	0	407,125	405,360	1,765
6130 Self Insurance Reserve Fund	4,287,096	2,938,333	1,481,201	5,744,228
Total Internal Service Funds	9,640,622	29,148,978	27,693,562	11,096,037
Trust and Agency				
7212 DA Seized Funds	185,483	28,467	132,060	81,890
7222 Sheriff Seized Funds	335,103	66,993	158,565	243,531
7224 Crim Invst Div Seiz Post 10/89	5,919	16	0	5,936
7225 Task Force Seizure Pre 10/89	14,358	41	0	14,399
7250 Unclaimed Property Fund	230,909	8,936	3,224	236,621
7601 Payroll Fund	1,564,862	164,516,398	164,782,790	1,298,470
7605 Escrow Fund	1,070,092	2,588,646	2,482,642	1,176,097
7606 Debt Service Agency Fund	5,311	0	0	5,311
7611 Tax Assess/Coll Undist Coll Fd	5,350,601	0	0	5,350,601
7631 County Clerk Trust Fund	668,494	0	0	668,494
7641 District Clerk Trust Fund	4,083,206	0	0	4,083,206
7652 Inmate Trust Fund	349,011	0	0	349,011
7671 Children Prot Serv Escrow Fd	10,223	0	0	10,223
7673 Dickinson Bayou Steering	0	3,136	976	2,160
Total Trust and Agency	13,873,572	167,212,637	167,560,259	13,525,950
Grand Total	\$120,173,908	\$465,745,470	\$461,821,575	\$124,097,799

Galveston County, Texas
 Operating Transfers In and Out
 As of September 30, 2016

	<u>Transfers In</u>	<u>Transfers Out</u>
<u>PRIMARY GOVERNMENT</u>		
General Fund		
5911202 - Transfers to 1202	0	4,400,000
5911203 - Transfers to 1203	0	2,291,666
5911204 - Transfers to 1204	0	527,083
5911206 - Transfers to 1206	0	169,583
5911207 - Transfers to 1207	0	347,618
5913100 - Transfers to 3100	0	1,245,250
5913101 - Transfers to 3101	0	288,750
5916125 - Transfers to 6125	0	154,769
1202 - Juvenile Justice Fund		
4911101 - Trsf frm General Fun	4,400,000	0
1203 - Indigent Health Care Fund		
4911101 - Trsf frm General Fun	2,291,666	0
1204 - Beach Maintenance-Rd & Bridge		
4911101 - Trsf frm General Fun	527,083	0
5912601 - Transfers to 2601	0	4,675
1206 - Child Welfare Fund		
4911101 - Trsf frm General Fun	169,583	0
1207 - Economic Development		
4911101 - Trsf frm General Fun	347,618	0
 Total General Fund	<u>7,735,951</u>	<u>9,429,395</u>
Special Revenue Funds		
2242 - Sheriff's ForfeituresAft 10/89		
4912245 - Trsf frm Tsk Frc Sei	6,230	0
2245 - Task Force ForfeiturePre 10/89		
5912242 - Tfr to Sher Forf >10	0	6,230
2601 - Beach & Parks Fund		
4911204 - Trsf frm Beach Maint	4,675	0
 Total Special Revenue Funds	<u>10,905</u>	<u>6,230</u>
Capital Projects Funds		
3100 - County Capital Projects Fund		
4911101 - Trsf frm General Fun	1,245,250	0
3101 - Capital Replenishment		
4911101 - Trsf frm General Fun	288,750	0
 Total Capital Projects Funds	<u>1,534,000</u>	<u>0</u>
Debt Service Funds		
4024 - Ltd Tax Rfd Bnds Sr 2011C		
4914999 - Tfr from Debt Servic	701,418	0
4284 - GOblg Refunding '99-01 Bnds'04		
4914999 - Tfr from Debt Servic	6,363,428	0
4358 - Pass Thru Toll Rv-Ltd TxBdSr07		
4914999 - Tfr from Debt Servic	125,531	0
4370 - Unlimited Tax Rd Ref Sr 2004A		
4914999 - Tfr from Debt Servic	5,181,299	0
4999 - Debt Service Funds		
5914024 - Tfr to Ltd Tax Rfd B	0	701,418

Galveston County, Texas

Operating Transfers In and Out
As of September 30, 2016

	<u>Transfers In</u>	<u>Transfers Out</u>
5914284 - Tsf to GOblig Ref 99	0	6,363,428
5914358 - Trsf to Ps Thr Tol R	0	125,531
5914370 - Trsf to Unlmted Tax R	0	5,181,299
Total Debt Service Funds	<u>12,371,678</u>	<u>12,371,678</u>
Total, Primary Government	<u>21,652,535</u>	<u>21,807,304</u>
Internal Service Funds		
6125 - Unemployment		
4911101 - Trsf frm General Fun	154,769	0
Total Internal Service Funds	<u>154,769</u>	<u>0</u>
Grand Total	<u>\$21,807,304</u>	<u>\$21,807,304</u>

Galveston County, Texas
Unaudited Schedule of Long-Term Debt

Fund Number	Fund Name	Outstanding at Beginning of Fiscal Year		Principal Due in FY 2016	Final Maturity
		Interest Rates	Principal		
4215	Justice Center and Public Safety Building Bonds Series 2001	5.38% to 5.66%	\$ 13,392,062	\$ -	2026
4368	Unlimited Tax Road Bonds Series 2001	5.38% to 5.66%	10,066,372	-	2026
4284	General Obligation 1999/2001 Refunding Bonds Series 2004	5.50%	3,680,000	3,680,000	2016
4370	Unlimited Tax Road Refunding Bonds Series 2004A	5.50%	2,790,000	2,790,000	2016
4020	General Obligation Refunding Bonds Series 2007	3.5% to 4.5%	79,605,000	3,715,000	2028
4371	Unlimited Tax Road Bonds Series 2009A	3.9% to 6.205%	60,965,000	3,070,000	2029
4021	Limited Tax County Building Bonds Series 2009B	3.9% to 5.905%	36,675,000	1,820,000	2029
4390	Limited Tax Flood Control Bonds Series 2009C-1	3.0% to 3.5%	2,750,000	655,000	2019
4393	Limited Tax Flood Control Bonds Series 2009C-2	6.205%	9,215,000	-	2029
4022	Limited Tax Refunding Bonds Series 2011A	3.0% to 4.0%	2,765,000	610,000	2018
4023	Unlimited Tax Refunding Bonds Series 2011B	3.0% to 4.25%	3,360,000	370,000	2023
4026	Pass-Through Toll Rev./Ltd. Tax Refunding Bonds Series 2012	3.506% to 5.0%	34,325,000	4,250,000	2024
			\$ 259,588,434	\$ 20,960,000	

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
<u>General Fund</u>								
General Government:								
Personnel & Benefits	7,021,175	(774,029)	6,247,146	80,604	5,622,432	0	624,714	9%
Supplies	27,900	0	27,900	0	5,857	0	22,043	79%
Other Services and C	2,942,603	(114,407)	2,828,196	59,636	1,937,723	89,282	801,191	28%
Inter/Intragvrnmntl	5,000	0	5,000	0	2,000	0	3,000	60%
Other Financing Uses	462,311	80,315	542,626	0	204,427	43,578	294,621	54%
Total General Government	10,458,989	(808,121)	9,650,868	140,240	7,772,439	132,860	1,745,569	18%
County Judge:								
Personnel & Benefits	410,800	0	410,800	31,496	403,252	0	7,548	1%
Supplies	4,600	0	4,600	392	2,714	236	1,650	35%
Other Services and C	17,000	0	17,000	1,382	13,429	18	3,553	20%
Total County Judge	432,400	0	432,400	33,270	419,395	254	12,751	2%
County Commissioner-Pct 1:								
Personnel & Benefits	191,200	0	191,200	14,668	187,248	0	3,952	2%
Supplies	1,000	0	1,000	0	387	0	613	61%
Other Services and C	15,600	0	15,600	1,000	12,000	0	3,600	23%
Total County Commissioner-Pct	207,800	0	207,800	15,668	199,635	0	8,165	3%
County Commissioner-Pct 2:								
Personnel & Benefits	191,200	0	191,200	13,730	181,597	0	9,603	5%
Supplies	1,000	0	1,000	0	378	0	622	62%
Other Services and C	12,100	0	12,100	1,000	12,000	0	100	0%
Total County Commissioner-Pct	204,300	0	204,300	14,730	193,975	0	10,325	5%
County Commissioner-Pct 3:								
Personnel & Benefits	191,200	0	191,200	14,669	187,306	0	3,894	2%
Supplies	1,000	0	1,000	0	471	0	529	52%
Other Services and C	12,100	0	12,100	1,225	12,225	0	(125)	(1)%
Total County Commissioner-Pct	204,300	0	204,300	15,894	200,002	0	4,298	2%
County Commissioner-Pct 4:								
Personnel & Benefits	190,600	0	190,600	9,879	149,124	0	41,477	21%
Supplies	1,100	0	1,100	0	75	0	1,025	93%
Other Services and C	12,100	0	12,100	1,000	12,000	0	100	0%
Total County Commissioner-Pct	203,800	0	203,800	10,879	161,199	0	42,602	20%
County Clerk:								
Personnel & Benefits	2,015,400	75,200	2,090,600	153,365	2,029,184	0	61,416	2%
Supplies	29,500	0	29,500	1,837	20,590	4,496	4,413	14%
Other Services and C	10,120	0	10,120	309	8,950	0	1,170	11%
Total County Clerk	2,055,020	75,200	2,130,220	155,511	2,058,724	4,496	66,999	3%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Election Expense:								
Personnel & Benefits	759,800	0	759,800	28,780	732,732	0	27,069	3%
Supplies	3,000	0	3,000	520	2,947	0	53	1%
Other Services and C	190,228	0	190,228	6,025	166,924	12,243	11,061	5%
Total Election Expense	953,028	0	953,028	35,325	902,603	12,243	38,183	4%
Veteran's Service:								
Personnel & Benefits	159,100	0	159,100	11,834	142,473	0	16,627	10%
Supplies	2,200	0	2,200	0	1,067	0	1,133	51%
Other Services and C	4,500	5,000	9,500	0	0	0	9,500	100%
Total Veteran's Service	165,800	5,000	170,800	11,834	143,540	0	27,260	15%
Veterans Participation Program:								
Supplies	0	3,000	3,000	340	1,319	0	1,681	56%
Other Services and C	0	27,000	27,000	2,000	20,107	0	6,893	25%
Total Veterans Participation	0	30,000	30,000	2,340	21,426	0	8,574	28%
Justice Administration:								
10th District Court:								
Personnel & Benefits	188,600	0	188,600	13,960	178,298	0	10,302	5%
Supplies	1,500	(85)	1,415	436	488	0	927	65%
Other Services and C	0	1,885	1,885	0	1,885	0	0	0%
Total 10th District Court	190,100	1,800	191,900	14,396	180,671	0	11,229	5%
Veterans Participation Program:								
56th District Court:								
Personnel & Benefits	191,400	0	191,400	14,662	167,490	0	23,910	12%
Supplies	1,500	0	1,500	403	1,055	0	445	29%
Other Services and C	0	1,800	1,800	0	265	0	1,535	85%
Total 56th District Court	192,900	1,800	194,700	15,065	168,810	0	25,890	13%
122nd District Court:								
Personnel & Benefits	188,600	21,061	209,661	13,963	193,519	0	16,142	7%
Supplies	1,500	0	1,500	308	548	60	892	59%
Other Services and C	0	1,800	1,800	0	265	0	1,535	85%
Total 122nd District Court	190,100	22,861	212,961	14,271	194,332	60	18,569	8%
212th District Court:								
Personnel & Benefits	188,600	0	188,600	13,960	177,059	0	11,541	6%
Supplies	1,500	(250)	1,250	174	894	66	290	23%
Other Services and C	0	2,050	2,050	75	1,811	0	239	11%
Total 212th District Court	190,100	1,800	191,900	14,209	179,764	66	12,070	6%
306th District Court:								
Personnel & Benefits	218,752	0	218,752	16,273	207,751	0	11,001	5%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Supplies	1,500	0	1,500	959	1,157	0	343	22%
Other Services and C	0	1,800	1,800	560	1,275	0	525	29%
Total 306th District Court	220,252	1,800	222,052	17,792	210,183	0	11,869	5%
405th District Crt:								
Personnel & Benefits	205,200	0	205,200	15,056	193,929	0	11,271	5%
Supplies	1,500	0	1,500	170	274	0	1,226	81%
Other Services and C	0	1,800	1,800	0	330	0	1,470	81%
Total 405th District Crt	206,700	1,800	208,500	15,226	194,533	0	13,967	6%
Court Administration Office:								
Personnel & Benefits	312,000	77,491	389,491	23,045	279,321	0	110,171	28%
Supplies	10,000	3,000	13,000	1,005	11,280	0	1,720	13%
Other Services and C	3,165,000	232,000	3,397,000	247,533	3,146,274	115,249	135,480	3%
Total Court Administration Office	3,487,000	312,491	3,799,491	271,583	3,436,875	115,249	247,371	6%
County Court #1:								
Personnel & Benefits	405,452	0	405,452	31,307	399,318	0	6,134	1%
Supplies	1,500	0	1,500	243	707	10	783	52%
Other Services and C	0	1,800	1,800	0	1,129	0	671	37%
Total County Court #1	406,952	1,800	408,752	31,550	401,154	10	7,588	1%
County Court #2:								
Personnel & Benefits	396,352	0	396,352	30,601	390,416	0	5,936	1%
Supplies	1,500	(40)	1,460	206	258	223	978	67%
Other Services and C	0	1,840	1,840	1,505	1,830	0	10	0%
Total County Court #2	397,852	1,800	399,652	32,312	392,504	223	6,924	1%
Probate Court:								
Personnel & Benefits	560,800	0	560,800	42,735	546,058	0	14,742	2%
Supplies	3,600	0	3,600	90	3,532	0	68	1%
Other Services and C	74,900	37,500	112,400	5,712	85,490	7,003	19,907	17%
Total Probate Court	639,300	37,500	676,800	48,537	635,080	7,003	34,717	5%
County Court #3:								
Personnel & Benefits	388,852	0	388,852	30,029	371,359	0	17,493	4%
Supplies	1,500	(1,000)	500	199	372	0	128	25%
Other Services and C	0	2,800	2,800	0	2,589	0	211	7%
Total County Court #3	390,352	1,800	392,152	30,228	374,320	0	17,832	4%
Justice Court Pct 1:								
Personnel & Benefits	412,500	0	412,500	29,381	387,339	0	25,161	6%
Supplies	7,125	0	7,125	0	7,110	0	15	0%
Other Services and C	3,500	0	3,500	125	2,053	0	1,447	41%

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Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Total Justice Court Pct 1	423,125	0	423,125	29,506	396,502	0	26,623	6%
Justice Court Pct 2:								
Personnel & Benefits	410,900	0	410,900	28,863	373,283	0	37,617	9%
Supplies	6,125	1,500	7,625	614	7,279	0	346	4%
Other Services and C	6,000	(1,500)	4,500	250	4,064	0	436	9%
Total Justice Court Pct 2	423,025	0	423,025	29,727	384,626	0	38,399	9%
Justice Court Pct 3:								
Personnel & Benefits	463,400	0	463,400	35,157	446,425	0	16,975	3%
Supplies	12,000	0	12,000	843	8,214	0	3,786	31%
Other Services and C	9,000	0	9,000	333	6,320	0	2,680	29%
Total Justice Court Pct 3	484,400	0	484,400	36,333	460,959	0	23,441	4%
Justice Court Pct 4:								
Personnel & Benefits	377,900	9,110	387,010	27,711	373,248	0	13,762	3%
Supplies	7,125	0	7,125	235	5,846	0	1,279	17%
Other Services and C	1,400	0	1,400	0	521	0	879	62%
Total Justice Court Pct 4	386,425	9,110	395,535	27,946	379,615	0	15,920	4%
District Clerk:								
Personnel & Benefits	2,733,909	115,700	2,849,609	212,671	2,764,586	0	85,023	2%
Supplies	82,000	23,000	105,000	12,542	80,478	18,810	5,712	5%
Other Services and C	463,955	2,000	465,955	30,099	409,798	278	55,880	11%
Capital Outlay	30,000	(8,000)	22,000	0	20,729	0	1,271	5%
Total District Clerk	3,309,864	132,700	3,442,564	255,312	3,275,591	19,088	147,886	4%
District Attorney:								
Personnel & Benefits	5,740,550	57,206	5,797,756	419,663	5,666,975	0	130,781	2%
Supplies	85,820	13,500	99,320	11,282	65,620	30,811	2,889	2%
Other Services and C	208,200	500	208,700	11,713	138,680	13	70,007	33%
Capital Outlay	80,000	(9,500)	70,500	0	25,711	10,500	34,289	48%
Total District Attorney	6,114,570	61,706	6,176,276	442,658	5,896,986	41,324	237,966	3%
Pre-Trial Release:								
Collections Office:								
Personnel & Benefits	362,000	46,341	408,341	29,041	367,731	0	40,610	9%
Supplies	4,500	0	4,500	656	3,015	0	1,485	33%
Other Services and C	34,800	(9,800)	25,000	0	0	0	25,000	100%
Total Collections Office	401,300	36,541	437,841	29,697	370,746	0	67,095	15%
Personal Bond Office:								
Personnel & Benefits	234,000	(46,341)	187,659	7,551	159,082	0	28,577	15%
Supplies	3,500	0	3,500	0	1,698	0	1,802	51%
Other Services and C	25,000	0	25,000	0	0	497	24,504	98%

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September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Total Personal Bond Office	262,500	(46,341)	216,159	7,551	160,780	497	54,883	25 %
County Auditor:								
Personnel & Benefits	2,329,300	0	2,329,300	169,533	2,184,159	0	145,141	6 %
Supplies	11,300	0	11,300	601	5,137	0	6,163	54 %
Other Services and C	51,820	0	51,820	3,193	43,043	0	8,777	16 %
Total County Auditor	2,392,420	0	2,392,420	173,327	2,232,339	0	160,081	6 %
Professional Services:								
Personnel & Benefits	574,700	0	574,700	44,139	541,469	0	33,231	5 %
Supplies	3,500	0	3,500	608	2,407	0	1,093	31 %
Other Services and C	9,250	100,000	109,250	0	5,964	0	103,286	94 %
Total Professional Services	587,450	100,000	687,450	44,747	549,840	0	137,610	20 %
Tax Assessor/Collector Admin:								
Personnel & Benefits	1,408,760	75,500	1,484,260	110,780	1,440,292	0	43,968	2 %
Supplies	18,202	500	18,702	0	15,081	0	3,621	19 %
Other Services and C	36,570	0	36,570	600	15,330	0	21,240	58 %
Capital Outlay	0	14,500	14,500	0	0	0	14,500	100 %
Total Tax Assessor/Collector	1,463,532	90,500	1,554,032	111,380	1,470,703	0	83,329	5 %
Tax Assessor/Collector TxDMV:								
Personnel & Benefits	999,000	0	999,000	72,864	973,379	0	25,622	2 %
Supplies	11,430	800	12,230	0	8,591	98	3,541	28 %
Other Services and C	500	0	500	0	0	0	500	100 %
Total Tax Assessor/Collector	1,010,930	800	1,011,730	72,864	981,970	98	29,663	2 %
Tax Assessor/Coll Collection:								
Personnel & Benefits	126,340	0	126,340	8,091	117,222	0	9,118	7 %
Supplies	1,321	0	1,321	0	0	0	1,321	100 %
Total Tax Assessor/Coll	127,661	0	127,661	8,091	117,222	0	10,439	8 %
Tax Assessor/Collector Reimb:								
Personnel & Benefits	5,200	0	5,200	0	0	0	5,200	100 %
Other Services and C	27,400	0	27,400	11,831	18,403	7,112	1,884	6 %
Total Tax Assessor/Collector	32,600	0	32,600	11,831	18,403	7,112	7,084	21 %
County Treasurer:								
Personnel & Benefits	509,700	0	509,700	39,583	503,524	0	6,176	1 %
Supplies	12,000	0	12,000	67	7,994	575	3,431	28 %
Other Services and C	24,100	0	24,100	486	16,489	58	7,553	31 %
Total County Treasurer	545,800	0	545,800	40,136	528,007	633	17,160	3 %
Purchasing:								
Personnel & Benefits	569,800	0	569,800	43,422	555,556	0	14,244	2 %

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September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Supplies	4,000	0	4,000	314	3,210	0	790	19%
Other Services and C	26,595	0	26,595	496	12,638	0	13,957	52%
Total Purchasing	600,395	0	600,395	44,232	571,404	0	28,991	4%
Legal Department:								
Personnel & Benefits	954,100	0	954,100	63,884	821,051	0	133,049	13%
Supplies	7,800	0	7,800	515	7,126	0	674	8%
Other Services and C	380,500	675,000	1,055,500	47,593	741,883	30,459	283,157	26%
Total Legal Department	1,342,400	675,000	2,017,400	111,992	1,570,060	30,459	416,880	20%
Human Resources:								
Personnel & Benefits	485,600	0	485,600	24,158	435,947	0	49,653	10%
Supplies	11,500	0	11,500	48	4,947	0	6,553	56%
Other Services and C	46,800	113,686	160,486	9,812	128,183	6,375	25,928	16%
Total Human Resources	543,900	113,686	657,586	34,018	569,077	6,375	82,134	12%
Information Technology:								
Personnel & Benefits	3,114,200	10,488	3,124,688	229,524	3,046,280	0	78,408	2%
Supplies	725,630	(1,020)	724,610	108,020	615,342	86,475	22,795	3%
Other Services and C	4,186,310	14,179	4,200,489	179,499	2,603,812	338,169	1,258,508	29%
Capital Outlay	100,000	34,441	134,441	0	89,195	255	44,991	33%
Total Information Technology	8,126,140	58,088	8,184,228	517,043	6,354,629	424,899	1,404,702	17%
OnBase:								
Sharepoint:								
Capital Outlay	362,000	(362,000)	0	0	0	0	0	0%
Total Sharepoint	362,000	(362,000)	0	0	0	0	0	0%
Odyssey:								
Capital Outlay	60,000	(60,000)	0	0	0	0	0	0%
Total Odyssey	60,000	(60,000)	0	0	0	0	0	0%
OneSolution:								
Capital Outlay	300,000	(300,000)	0	0	0	0	0	0%
Total OneSolution	300,000	(300,000)	0	0	0	0	0	0%
CIJS:								
Other Services and C	26,500	0	26,500	0	19,495	0	7,005	26%
Capital Outlay	222,000	0	222,000	0	213,332	0	8,668	3%
Total CIJS	248,500	0	248,500	0	232,827	0	15,673	6%
Desktop Refresh:								
Wireless Connect:								
Capital Outlay	65,000	(25,000)	40,000	0	25,165	0	14,835	37%

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Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Total Wireless Connect	65,000	(25,000)	40,000	0	25,165	0	14,835	37%
JCC AV:								
Capital Outlay	271,000	(271,000)	0	0	0	0	0	0%
Total JCC AV	271,000	(271,000)	0	0	0	0	0	0%
DR Storage:								
Capital Outlay	55,000	65,000	120,000	0	0	105,435	14,565	12%
Total DR Storage	55,000	65,000	120,000	0	0	105,435	14,565	12%
Facilities Svcs & Maintenance:								
Personnel & Benefits	1,081,800	0	1,081,800	81,333	1,030,483	0	51,318	4%
Supplies	319,000	18,049	337,049	23,042	277,065	11,686	48,297	14%
Other Services and C	5,606,000	0	5,606,000	466,341	4,641,670	604,954	359,378	6%
Capital Outlay	55,450	0	55,450	0	54,107	0	1,343	2%
Total Facilities Svcs &	7,062,250	18,049	7,080,299	570,716	6,003,325	616,640	460,336	6%
County Architect:								
Personnel & Benefits	126,800	0	126,800	9,731	124,044	0	2,756	2%
Other Services and C	2,000	67,440	69,440	0	68,716	724	0	0%
Total County Architect	128,800	67,440	196,240	9,731	192,760	724	2,756	1%
ADA Compliance:								
Personnel & Benefits	67,798	29,367	97,165	0	71,178	0	25,987	26%
Supplies	88,228	(13,677)	74,551	1,842	24,957	10,727	38,867	52%
Other Services and C	142,215	39,082	181,297	8,435	72,962	26,323	82,012	45%
Capital Outlay	0	103,000	103,000	0	0	103,000	0	0%
Total ADA Compliance	298,241	157,772	456,013	10,277	169,097	140,050	146,866	32%
Fleet Mgmt - Galveston:								
Personnel & Benefits	739,500	0	739,500	52,128	670,557	0	68,943	9%
Supplies	569,000	56,213	625,213	35,000	426,497	80,468	118,248	18%
Other Services and C	226,120	30,000	256,120	9,635	204,799	33,894	17,427	6%
Total Fleet Mgmt - Galveston	1,534,620	86,213	1,620,833	96,763	1,301,853	114,362	204,618	12%
County Engineer:								
Personnel & Benefits	565,040	0	565,040	38,258	487,914	0	77,126	13%
Supplies	6,000	0	6,000	575	2,895	989	2,116	35%
Other Services and C	36,262	0	36,262	1,207	17,636	9,205	9,421	25%
Other Financing Uses	52,500	(52,500)	0	0	0	0	0	0%
Total County Engineer	659,802	(52,500)	607,302	40,040	508,445	10,194	88,663	14%
Total General Government	61,020,695	245,095	61,265,790	3,696,778	53,164,095	1,790,354	6,311,350	10%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Administration Sheriff:								
Personnel & Benefits	1,219,080	22,930	1,242,010	93,848	1,179,221	0	62,789	5%
Supplies	332,173	105,475	437,648	20,784	364,946	54,284	18,418	4%
Other Services and C	354,600	65,000	419,600	31,047	391,688	22,279	5,633	1%
Capital Outlay	350,000	0	350,000	0	34,825	0	315,175	90%
Total Administration Sheriff	2,255,853	193,405	2,449,258	145,679	1,970,680	76,563	402,015	16%
Criminal Investigation:								
Personnel & Benefits	1,460,320	35,970	1,496,290	112,930	1,454,804	0	41,486	2%
Supplies	7,500	(480)	7,020	497	5,424	0	1,596	22%
Other Services and C	18,423	480	18,903	165	17,109	293	1,501	7%
Other Expenses	12,000	0	12,000	0	9,260	9	2,731	22%
Total Criminal Investigation	1,498,243	35,970	1,534,213	113,592	1,486,597	302	47,314	3%
Identification Division:								
Personnel & Benefits	551,350	16,904	568,254	42,046	521,693	0	46,561	8%
Supplies	10,500	0	10,500	324	7,250	2,215	1,034	9%
Other Services and C	15,500	0	15,500	0	12,220	370	2,910	18%
Total Identification Division	577,350	16,904	594,254	42,370	541,163	2,585	50,505	8%
M.H.M.R. - Sheriff:								
Personnel & Benefits	506,400	11,283	517,683	33,637	498,085	0	19,598	3%
Supplies	2,600	576	3,176	0	2,838	0	338	10%
Other Services and C	4,000	0	4,000	0	1,820	0	2,180	54%
Total M.H.M.R. - Sheriff	513,000	11,859	524,859	33,637	502,743	0	22,116	4%
Corrections-Sheriff:								
Personnel & Benefits	16,074,484	401,390	16,475,874	1,271,677	15,938,537	0	537,337	3%
Supplies	210,020	52,300	262,320	20,954	203,140	8,405	50,775	19%
Other Services and C	4,572,685	500,000	5,072,685	72,166	4,393,737	320,306	358,643	7%
Capital Outlay	610,000	(52,300)	557,700	2,009	2,009	0	555,691	99%
Total Corrections-Sheriff	21,467,189	901,390	22,368,579	1,366,806	20,537,423	328,711	1,502,446	6%
Bolivar Summer Program:								
Personnel & Benefits	212,950	0	212,950	20,735	222,012	0	(9,062)	(4)%
Other Services and C	1,000	0	1,000	1,000	1,000	0	0	0%
Total Bolivar Summer Program	213,950	0	213,950	21,735	223,012	0	(9,062)	(4)%
Patrol Division:								
Personnel & Benefits	3,352,000	163,481	3,515,481	260,757	3,320,300	0	195,181	5%
Supplies	43,000	0	43,000	2,520	36,302	0	6,698	15%
Other Services and C	34,100	0	34,100	10,134	29,257	1,300	3,543	10%
Capital Outlay	18,537	0	18,537	0	0	0	18,537	100%
Total Patrol Division	3,447,637	163,481	3,611,118	273,411	3,385,859	1,300	223,959	6%

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Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Warrant's - Sheriff's:								
Personnel & Benefits	1,446,200	45,340	1,491,540	113,149	1,394,625	0	96,915	6%
Supplies	6,000	0	6,000	0	1,829	0	4,171	69%
Other Services and C	56,000	35,700	91,700	6,207	67,402	1,089	23,208	25%
Total Warrant's - Sheriff's	1,508,200	81,040	1,589,240	119,356	1,463,856	1,089	124,294	7%
Sheriff Services for ISDS:								
Personnel & Benefits	2,494,900	366,553	2,861,453	248,275	2,769,940	0	91,513	3%
Other Services and C	11,900	0	11,900	1,699	9,114	0	2,786	23%
Total Sheriff Services for ISDS	2,506,800	366,553	2,873,353	249,974	2,779,054	0	94,299	3%
Communications-Sheriff:								
Personnel & Benefits	830,500	4,220	834,720	69,006	806,295	0	28,425	3%
Supplies	2,000	0	2,000	0	1,015	0	985	49%
Other Services and C	130,100	0	130,100	7,295	111,856	14,562	3,682	2%
Total Communications-Sheriff	962,600	4,220	966,820	76,301	919,166	14,562	33,092	3%
Commissary Operations:								
Personnel & Benefits	72,100	0	72,100	4,582	57,942	0	14,158	19%
Total Commissary Operations	72,100	0	72,100	4,582	57,942	0	14,158	19%
Bailiffs:								
Personnel & Benefits	1,943,800	112,283	2,056,083	154,318	1,970,060	0	86,023	4%
Supplies	3,000	2,941	5,941	0	680	0	5,261	88%
Total Bailiffs	1,946,800	115,224	2,062,024	154,318	1,970,740	0	91,284	4%
Constable Pct #2-B:								
Personnel & Benefits	242,900	11,390	254,290	13,746	197,742	0	56,548	22%
Supplies	2,900	0	2,900	0	1,193	0	1,707	58%
Other Services and C	16,600	0	16,600	1,000	15,364	0	1,236	7%
Total Constable Pct #2-B	262,400	11,390	273,790	14,746	214,299	0	59,491	21%
Constable Pct #3-B:								
Personnel & Benefits	148,300	7,841	156,141	11,891	149,417	0	6,724	4%
Supplies	2,900	0	2,900	536	854	670	1,377	47%
Other Services and C	15,000	0	15,000	1,000	14,041	0	959	6%
Total Constable Pct #3-B	166,200	7,841	174,041	13,427	164,312	670	9,060	5%
Constable Pct #3:								
Personnel & Benefits	295,100	104,144	399,244	32,880	383,097	0	16,147	4%
Supplies	2,900	2,175	5,075	0	3,347	946	781	15%
Other Services and C	22,700	1,050	23,750	1,000	17,457	0	6,293	26%
Total Constable Pct #3	320,700	107,369	428,069	33,880	403,901	946	23,221	5%

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Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Constable Pct #2:								
Personnel & Benefits	195,000	7,206	202,206	14,873	191,467	0	10,739	5%
Supplies	2,900	0	2,900	0	1,574	170	1,156	39%
Other Services and C	21,217	0	21,217	1,000	17,524	0	3,693	17%
Total Constable Pct #2	219,117	7,206	226,323	15,873	210,565	170	15,588	6%
Constable Pct #1-B:								
Personnel & Benefits	203,250	12,842	216,092	16,573	208,111	0	7,981	3%
Supplies	2,900	0	2,900	0	724	125	2,051	70%
Other Services and C	16,600	0	16,600	1,000	14,267	0	2,333	14%
Total Constable Pct #1-B	222,750	12,842	235,592	17,573	223,102	125	12,365	5%
Constable Pct #1:								
Personnel & Benefits	363,300	28,339	391,639	31,398	378,551	0	13,088	3%
Supplies	2,900	946	3,846	0	3,797	41	8	0%
Other Services and C	15,000	0	15,000	2,013	14,265	0	735	4%
Total Constable Pct #1	381,200	29,285	410,485	33,411	396,613	41	13,831	3%
Constable Pct #4:								
Personnel & Benefits	433,750	38,994	472,744	37,094	455,635	0	17,109	3%
Supplies	2,900	1,239	4,139	88	2,142	0	1,997	48%
Other Services and C	21,400	0	21,400	1,000	16,799	0	4,601	21%
Total Constable Pct #4	458,050	40,233	498,283	38,182	474,576	0	23,707	4%
Constable Pct #3-C:								
Personnel & Benefits	199,400	(88,535)	110,865	0	54,119	0	56,746	51%
Supplies	2,900	(2,175)	725	0	0	0	725	100%
Other Services and C	16,600	(1,050)	15,550	0	4,794	0	10,756	69%
Total Constable Pct #3-C	218,900	(91,760)	127,140	0	58,913	0	68,227	53%
Emergency Management:								
Personnel & Benefits	404,200	0	404,200	30,221	389,381	0	14,819	3%
Supplies	20,000	0	20,000	1,263	15,315	3,871	813	4%
Other Services and C	647,426	52,500	699,926	19,218	595,233	22,535	82,158	11%
Total Emergency Management	1,071,626	52,500	1,124,126	50,702	999,929	26,406	97,790	8%
Total Public Safety	40,290,665	2,066,952	42,357,617	2,819,555	38,984,445	453,470	2,919,700	6%
Public Health:								
Other Services and C	2,596,362	0	2,596,362	95,557	2,550,965	0	45,397	1%
Total Public Health	2,596,362	0	2,596,362	95,557	2,550,965	0	45,397	1%
Animal Services:								
Other Services and C	699,869	0	699,869	25,758	687,632	0	12,237	1%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Total Animal Services	699,869	0	699,869	25,758	687,632	0	12,237	1%
Coastal Health & Wellness:								
Other Services and C	4,138,844	0	4,138,844	152,328	4,066,478	0	72,366	1%
Total Coastal Health & Wellness	4,138,844	0	4,138,844	152,328	4,066,478	0	72,366	1%
Contract Services:								
Personnel & Benefits	314,600	0	314,600	22,558	244,513	0	70,087	22%
Supplies	1,000	300	1,300	170	697	0	603	46%
Other Services and C	3,367,067	0	3,367,067	90,908	2,548,697	154,202	664,169	19%
Inter/Intragvrnmntl	22,000	0	22,000	0	7,000	0	15,000	68%
Total Contract Services	3,704,667	300	3,704,967	113,636	2,800,907	154,202	749,859	20%
Indigent Care and Med.:								
Senior Citizens Program:								
Personnel & Benefits	277,800	62,935	340,735	(8,467)	296,908	0	43,827	12%
Supplies	21,990	4,500	26,490	2,673	24,923	733	834	3%
Other Services and C	41,005	0	41,005	662	23,780	0	17,225	42%
Other Financing Uses	162,200	0	162,200	0	159,813	0	2,387	1%
Total Senior Citizens Program	502,995	67,435	570,430	(5,132)	505,424	733	64,273	11%
Total Health and Social	11,642,737	67,735	11,710,472	382,147	10,611,406	154,935	944,132	8%
Galv Cnty Museum Collections:								
Personnel & Benefits	99,500	0	99,500	7,569	91,873	0	7,627	7%
Supplies	20,040	3,523	23,563	0	11,334	0	12,229	51%
Other Services and C	26,075	1,120	27,195	40	19,427	0	7,768	28%
Inter/Intragvrnmntl	28,400	0	28,400	0	28,400	0	0	0%
Capital Outlay	0	17,880	17,880	0	1,470	0	16,410	91%
Total Galv Cnty Museum	174,015	22,523	196,538	7,609	152,504	0	44,034	22%
Parks:								
Personnel & Benefits	1,531,850	107,227	1,639,077	128,041	1,529,849	0	109,228	6%
Supplies	66,860	0	66,860	1,330	60,879	3,454	2,525	3%
Other Services and C	314,270	(40,000)	274,270	23,738	208,809	25,224	40,237	14%
Capital Outlay	286,000	39,500	325,500	7,650	50,673	0	274,827	84%
Other Financing Uses	229,007	0	229,007	0	0	0	229,007	100%
Total Parks	2,427,987	106,727	2,534,714	160,759	1,850,210	28,678	655,824	25%
Total Culture and Recreation	2,602,002	129,250	2,731,252	168,368	2,002,714	28,678	699,858	25%
AgriLife Extension:								
Personnel & Benefits	510,300	0	510,300	36,298	428,883	0	81,417	15%
Supplies	36,500	(2,300)	34,200	4,193	24,944	5,573	3,683	10%
Other Services and C	17,440	2,300	19,740	3,049	15,640	978	3,122	15%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available Amount	Pct
Total AgriLife Extension	564,240	0	564,240	43,540	469,467	6,551	88,222	15%
Total Conservation	564,240	0	564,240	43,540	469,467	6,551	88,222	15%
Intergovernmental Expenditures	9,179,220	1,105,769	10,284,989	0	9,424,720	0	860,269	8%
Other Financing Uses	20,000,000	(3,636,891)	16,363,109	0	0	0	16,363,109	100%
County Clerk Archive Records:								
Personnel & Benefits	373,852	0	373,852	16,876	268,451	0	105,402	28%
Supplies	30,000	0	30,000	0	22,086	0	7,914	26%
Other Services and C	0	822,740	822,740	0	787,321	0	35,419	4%
Capital Outlay	200,000	(152,862)	47,138	0	44,562	0	2,576	5%
Total County Clerk Archive	603,852	669,878	1,273,730	16,876	1,122,420	0	151,311	11%
Juvenile Justice:								
Personnel & Benefits	512,100	0	512,100	27,087	486,680	0	25,420	4%
Supplies	12,600	0	12,600	(21)	9,102	100	3,398	26%
Other Services and C	664,100	0	664,100	31,250	479,377	15,792	168,933	25%
Total Juvenile Justice	1,188,800	0	1,188,800	58,316	975,159	15,892	197,751	16%
Juv Justice - Administration:								
Personnel & Benefits	353,200	0	353,200	20,328	339,001	0	14,199	4%
Supplies	16,800	0	16,800	0	6,843	0	9,957	59%
Other Services and C	42,925	0	42,925	175	25,177	6,439	11,308	26%
Total Juv Justice -	412,925	0	412,925	20,503	371,021	6,439	35,464	8%
Detention:								
Personnel & Benefits	1,839,800	127,848	1,967,648	115,642	1,911,543	0	56,105	2%
Supplies	50,530	4,100	54,630	208	45,819	4,458	4,353	7%
Other Services and C	375,075	2,800	377,875	16,299	339,197	35,349	3,329	0%
Total Detention	2,265,405	134,748	2,400,153	132,149	2,296,559	39,807	63,787	2%
Post Program:								
Personnel & Benefits	288,510	42,890	331,400	20,924	323,410	0	7,990	2%
Supplies	2,410	0	2,410	0	2,325	0	86	3%
Other Services and C	25,300	0	25,300	1,112	21,287	4,013	0	0%
Total Post Program	316,220	42,890	359,110	22,036	347,022	4,013	8,076	2%
JP Court:								
Personnel & Benefits	100,400	0	100,400	5,772	98,099	0	2,301	2%
Supplies	500	0	500	0	59	0	441	88%
Other Services and C	65,200	0	65,200	0	50,631	7,950	6,618	10%
Total JP Court	166,100	0	166,100	5,772	148,789	7,950	9,360	5%
JJAEP:								
Personnel & Benefits	206,261	0	206,261	8,694	133,105	0	73,156	35%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Supplies	1,400	0	1,400	110	775	0	625	44%
Other Services and C	5,030	0	5,030	193	2,794	2,236	0	0%
Total JJAEP	212,691	0	212,691	8,997	136,674	2,236	73,781	34%
JJAEP Allotment Program:								
Supplies	0	3,233	3,233	0	2,000	1,233	0	0%
Total JJAEP Allotment Program	0	3,233	3,233	0	2,000	1,233	0	0%
Indigent Health Care Fund:								
Other Services and C	2,500,000	0	2,500,000	71,413	1,869,807	0	630,193	25%
Total Indigent Health Care Fund	2,500,000	0	2,500,000	71,413	1,869,807	0	630,193	25%
Non-Divisional:								
Fleet Mgmt - Galveston:								
Other Services and C	0	40,000	40,000	3,908	20,811	7,791	11,398	28%
Total Fleet Mgmt - Galveston	0	40,000	40,000	3,908	20,811	7,791	11,398	28%
Beach Maintenance-Rd & Bridge:								
Personnel & Benefits	124,300	0	124,300	6,734	91,474	0	32,826	26%
Supplies	30,240	0	30,240	330	6,056	946	23,238	76%
Other Services and C	339,900	(40,000)	299,900	27,783	269,202	14,998	15,700	5%
Capital Outlay	132,917	0	132,917	0	96,240	0	36,677	27%
Total Beach Maintenance-Rd &	627,357	(40,000)	587,357	34,847	462,972	15,944	108,441	18%
Probate Judicial Education Fnd:								
Other Services and C	4,300	0	4,300	0	3,451	0	849	19%
Total Probate Judicial Education	4,300	0	4,300	0	3,451	0	849	19%
Child Welfare:								
Personnel & Benefits	46,600	0	46,600	3,533	45,453	0	1,147	2%
Supplies	71,500	0	71,500	1,809	30,982	13,464	27,054	37%
Other Services and C	162,745	0	162,745	7,431	151,377	10,119	1,248	0%
Total Child Welfare	280,845	0	280,845	12,773	227,812	23,583	29,449	10%
Economic Development:								
Personnel & Benefits	191,400	30,474	221,874	17,299	196,252	0	25,622	11%
Supplies	3,375	0	3,375	0	1,276	0	2,099	62%
Other Services and C	94,445	1,200	95,645	208	37,986	268	57,391	60%
Inter/Intragvrnmntl	70,000	5,000	75,000	0	25,000	15,000	35,000	46%
Total Economic Development	359,220	36,674	395,894	17,507	260,514	15,268	120,112	30%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
Total General Fund	163,367,274	62,695	163,429,969	7,515,485	122,901,858	2,574,144	37,953,974	23%

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
<u>Budgeted Special Revenue Funds</u>								
<u>Cnty Records Mgt & Preservatio</u>								
2101 - Cnty Records Mgt &	260,900	0	260,900	4,018	51,592	0	209,308	80 %
2102 - Co Clerk Rec Mgt & Pres	871,984	0	871,984	13,431	312,552	36,363	523,068	59 %
2103 - Election Srvs Contract	242,000	94,907	336,907	15,812	184,130	21,884	130,895	38 %
2105 - Dist Clrk Chld Support	121,600	0	121,600	3,533	42,682	0	78,918	64 %
2106 - Distr Clerk Records	20,000	0	20,000	350	14,835	0	5,165	25 %
2107 - Election Code Chapter	38,345	0	38,345	(600)	29,575	575	8,195	21 %
2111 - Tx Assess/Coll Sp Inv Tx	9,350	0	9,350	267	5,333	0	4,017	42 %
2121 - Donations To Galveston	10,000	6,562	16,562	170	5,828	0	10,734	64 %
2131 - DA Forfeitures After	76,213	43,853	120,066	8,974	72,192	15	47,859	39 %
2132 - DA Check Collection	2,000	0	2,000	0	120	0	1,880	94 %
2205 - Courthouse Security	356,300	8,465	364,765	15,979	200,079	0	164,686	45 %
2211 - Law Library	178,000	50,000	228,000	9,088	221,364	3,136	3,500	1 %
2212 - Mediation Services Prog	825,000	0	825,000	5,685	117,390	4,332	703,277	85 %
2215 - Justice Court	81,000	0	81,000	0	0	0	81,000	100 %
2216 - Probate Court	253,500	0	253,500	95	29,406	6,954	217,140	85 %
2217 - Suppl Crt-Initiatd	30,000	0	30,000	1,743	23,069	3,858	3,073	10 %
2242 - Sheriff's ForfeituresAft	0	140,000	140,000	3,098	19,264	0	120,736	86 %
2245 - Task Force ForfeiturePre	0	6,231	6,231	0	6,231	0	0	0 %
2250 - Law Enforcement	0	153,884	153,884	0	10,303	202	143,380	93 %
2260 - Emergency Management	1,800,000	892,571	2,692,571	0	808,233	21,530	1,862,809	69 %
2301 - Road & Bridge Fund	7,294,258	0	7,294,258	381,496	4,831,541	779,947	1,682,769	23 %
2303 - Farm to Market Lateral	1,142,493	0	1,142,493	7,194	86,076	689	1,055,728	92 %
2341 - Road District #1	561,500	0	561,500	22,120	237,125	0	324,375	57 %
2370 - Flood Control Fund	2,595,625	0	2,595,625	296,681	1,702,451	127,437	765,736	29 %
2410 - Mosquito Control District	1,490,592	0	1,490,592	179,069	1,033,864	14,375	442,353	29 %
2601 - Beach & Parks Fund	1,625,737	2,539,675	4,165,412	31,355	2,022,530	20,771	2,122,111	50 %
2621 - Galveston County	17,500	0	17,500	0	11,663	0	5,837	33 %
2826 - Specialty Court Fund	0	174,000	174,000	5,827	13,545	1,425	159,031	91 %
Total Special Revenue Funds	19,903,897	4,110,148	24,014,045	1,005,385	12,092,973	1,043,493	10,877,580	45%
<u>Budgeted Capital Projects Funds</u>								
<u>County Capital Projects Fund</u>								
3100 - County Capital Projects	500,000	3,221,576	3,721,576	36,242	1,100,616	384,810	2,236,149	60 %
3101 - Capital Replenishment	525,000	87,285	612,285	0	81,407	0	530,878	86 %
3120 - Limited Tax Cnty Bldg	0	1,059,274	1,059,274	0	375,565	0	683,710	64 %
3206 - Comb Tax/Revenue	0	2,557	2,557	0	0	0	2,557	100 %
3222 - Ltd Tax Crim Jst Bds Sr	0	2,101	2,101	0	0	0	2,101	100 %
3312 - Unltd Tax Road Bonds	0	3,367,096	3,367,096	49,152	63,786	167,242	3,136,068	93 %
Total Capital Projects Funds	1,025,000	7,739,889	8,764,889	85,394	1,621,374	552,052	6,591,463	75%
<u>Budgeted Debt Service Funds</u>								

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

September 30, 2016

Budget year elapsed is 100%; budget year remaining is 0%

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Budget Available	
							Amount	Pct
<u>Gen Oblig Refnd Bd Sr 07</u>								
4020 - Gen Oblig Refnd Bd Sr	6,783,575	0	6,783,575	0	6,783,525	0	50	0 %
4021 - Ltd Tx Cnty Bld Bd	3,829,430	0	3,829,430	0	3,829,280	0	151	0 %
4022 - Ltd Tax Rfd Bonds	700,350	0	700,350	0	700,200	0	150	0 %
4023 - Unltd Tx Rf Bds Sr 11B	494,225	0	494,225	0	494,075	0	150	0 %
4026 - PassThr Toll Rv Ltd Tx	5,614,600	0	5,614,600	0	5,614,400	0	200	0 %
4284 - GOblig Refunding '99-01	3,781,700	0	3,781,700	0	3,781,451	0	249	0 %
4370 - Unlimited Tax Rd Ref Sr	2,867,225	0	2,867,225	0	2,866,976	0	249	0 %
4371 - Unltd Tax Road Bonds	6,389,296	0	6,389,296	0	6,389,146	0	150	0 %
4390 - Ltd Tx Fl Ctr BAB Sr	735,275	0	735,275	0	735,125	0	150	0 %
4393 - Ltd Tx Fld Ctrl BAB Sr	572,291	0	572,291	0	572,141	0	150	0 %
4999 - Debt Service Funds	0	12,371,678	12,371,678	12,371,678	12,371,678	0	0	0 %
Total Debt Service Funds	31,767,967	12,371,678	44,139,645	12,371,678	44,137,997	0	1,649	0%
<u>Budgeted Internal Service Funds</u>								
6123 - Employee Benefits	15,891,826	0	15,891,826	939,329	12,315,274	2,412	3,574,141	22 %
6124 - Workers Compensation	900,000	0	900,000	50,303	405,624	0	494,376	54 %
6125 - Unemployment	275,000	0	275,000	19,086	245,695	0	29,305	10 %
6130 - Self Insurance Reserve	3,248,500	0	3,248,500	18,156	1,443,779	0	1,804,721	55 %
Total Internal Service Funds	20,315,326	0	20,315,326	1,026,874	14,410,372	2,412	5,902,543	29%
Grand Total	236,379,464	24,284,410	260,663,874	22,004,816	195,164,574	4,172,101	61,327,209	23%

AGENDA ITEM #1.f.

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Kristin Bulanek CIA, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

October 10, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of the inventory of fixed assets of the Fleet Department.
Also attached is the response letter from Fleet Director, John Fesler.

Sincerely,

A handwritten signature in blue ink that reads "Rice CPA".

Randall Rice CPA
County Auditor

cc: David Delac, Chief Financial Officer

Attachment: Fleet Inventory of Fixed Assets Audit Report
Response Letter, John Fesler, Fleet Director

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

September 8, 2016

To: David Delac
Chief Financial Officer

From: Lauren Ramsey
Compliance and Procedures Analyst

Re: Fleet Department, Inventory of Fixed Assets

An inventory of fixed assets of the Fleet Department was conducted from August 31, 2016 to September 6, 2016. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the Fleet Department have been accounted for at the time of the inventory and the information in ONESolution is complete and accurate. All fixed assets were accounted for during the inventory.

Fixed Asset Identification (FAID)

The Purchasing Agent Policies & Procedures Manual (May 11, 2010) requires the Fixed Asset Property Manager (FAPM) to properly tag and document receipt of each fixed asset. The FAPM assigns a unique FAID number to each fixed asset. The FAID is recorded in ONESolution and a decal reflecting the number is affixed to the vehicle or piece of equipment.

Finding: There are multiple fixed assets that are missing the Fixed Asset Identification (FAID) decal.

Recommendation FLEET-16-01: The department should notify the Purchasing Department to replace all missing or unreadable FAID decals.

Semi-Annual Fixed Asset Inventory

The Purchasing Agent Policies & Procedures Manual (May 11, 2010) 11.4(c) states, "Form FA-04, Verification of Asset Custody Report by Department, is distributed semi-annually to all departments. It includes all inventoried fixed assets charged to the protective custody of each department. The department's asset custodian shall examine the form for accuracy, execute it and return it to the Fixed Asset Property Manager."

The Fleet Department performed an inventory of fixed assets April 2016. The Asset Custody Verification Form, dated April 4, 2016, was submitted to the Fixed Asset Property Manager.

GALVESTON COUNTY



Office of County Auditor

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P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

Finding: There are fixed assets in ONESolution that do not have a serial number or have an incorrect serial number listed.

Finding: There are fixed assets that do not have a unit number affixed to the asset or have a different unit number than what is listed in ONESolution.

Finding: There are fixed assets that are at a location different than what is listed in ONESolution.

Finding: There are multiple fixed assets that have an incorrect license plate number recorded in ONESolution.

Recommendation FLEET-16-02: When performing the semi-annual inventory of fixed assets, the department should document any missing or incorrect information from ONESolution and notify the Purchasing Department of the corrections needed.

Fixed Asset Transfer

The Purchasing Agent Policies & Procedures Manual (May 11, 2010) 11.4(d) states, "The transfer of all other fixed property equipment from one department to another shall be documented on Form FA-02, Asset Transfer Report for Fixed Assets Other than Information Technology Equipment. This form must be signed by both the transferring Department's Asset Custodian and the Fixed Asset Property Manager."

Finding: FAID 29230, Ford Pickup Truck, and FAID 29261, Ford 4 Door Sedan, are currently in the custody of two Sheriff Officers but are assigned to the Fleet Department.

Recommendation FLEET-16-03: The Fleet Department should submit form FA-02 to the Purchasing Department to transfer custody of FAID 29230 and 29261.

We wish to thank David Delac and his staff for their cooperation and assistance.

cc: Randall Rice CPA, County Auditor
Kristin Bulanek CIA, First Assistant Auditing
Rufus Crowder CPPO, CPPB, Purchasing Agent



COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

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

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

October 3, 2016

To: Mr. Randall Rice CPA
County Auditor

From: John Fesler
Fleet Director

Re: Fleet Department, Inventory of Fixed Assets Response

In response to the Fleet Department Inventory of Fixed Assets, I am submitting the following to each of the findings as listed:

The Fleet Department is actively working to ensure that an FAID decal is on all fixed assets by notifying the Purchasing Department for replacements.

I have inquired with the Purchasing Asset Coordinator to correct the following in OneSolution: FAID decals, serial numbers, license plates, and locations.

The two units that are in the custody of the Sheriff's Department and in the Fleet inventory are being investigated at this time. The best solution may be the transfer of custody.

Some of the assets had license plates removed before they were designated to be auctioned. The rest of the auction vehicles will follow suit. I am actively working to auction the surplus vehicles that have been replaced with new units and are not deemed to be fit for County use.

In closing, I would like to thank the Auditors Office and Lauren Ramsey for making this experience easy and straight forward. I am a new employee to the County and was advised only a couple of weeks into my position that my department was due for an audit. I am grateful to the Auditors Office for working with me and helping me along the way.

AGENDA ITEM #1.g.

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Kristin Bulanek CIA, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

October 10, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of the Department of Parks and Cultural Services. The audit covered the period June 1, 2015 through May 31, 2016. Also attached is the response letter from Julie Diaz, dated September 30, 2016.

Sincerely,

A handwritten signature in blue ink that reads "Rice CPA".

Randall Rice CPA
County Auditor

cc: Julie Diaz

Attachment: Department of Parks and Cultural Services Audit Report
Response Letter, Julie Diaz



Department of Parks and Cultural Services Audit

August 29, 2016

Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA
CGMA
County Auditor

Executive Summary	1
Introduction	2
Details	3-6

Executive Summary

Reliability and Integrity of Information (pages 3)

- Adequate controls are in place to properly monitor and control the distribution and sales of Bolivar beach parking stickers.
- Facility use permit fees were assessed and collected in compliance with the facility use agreements.
- Bolivar Beach vendor permit fees were assessed and collected in compliance with the beach vending permit policy.
- The office has effective separation of duties.

Safeguarding of Assets (page 4)

- Physical security over assets (collections) is adequate.
- Money collected from the sale of parking stickers is secured in a safe until ready for deposit.

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

- Collections were deposited within the statutory time limit set by LGC §113.022.
- Bolivar Beach vendors were in compliance with the Bolivar Beach Vendor Permit Policy.
- Concessionaires are in compliance with the concession agreements with the county.
- League City Little League should obtain and submit a copy of public liability and property damage insurance with Galveston County entities listed as insured, as required by Article XII 12.1 of the contract.

Introduction

The Internal Audit Division conducted an internal audit of the Department of Parks and Cultural Services, in accordance with Local Government Code §115. The internal audit covered the period June 1, 2015 through May 31, 2016. The audit was performed from July 27, 2016 through August 29, 2016.

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

- Reliability and integrity of the information.
- 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 Department of Parks and Cultural Services. The internal audit included, but was not limited to, the books, accounts, reports and records of the Department of Parks and Cultural Services.

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 Department of Parks and Cultural Services as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Christina Fogg, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

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

Separation of Duties

One of the most important 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.

Bolivar Beach Parking Sticker Program

The Bolivar Beach Parking Sticker Program (BBPSP) generates revenue through the sale of parking stickers for vehicles and golf carts. The stickers are numbered and color coded for each fiscal year. Parking sticker sales are recorded and reconciled on daily reports filled out by each individual seller. The daily reports serve as support to the deposit warrants and as a means for assuring parking sticker numbers and receipt numbers are not skipped. No material discrepancies were detected in the review of the BBPSP collections.

Facility Use Permits

The Department of Parks and Cultural Services has several parks and facilities available for rent. Each customer is required to complete an indoor or outdoor facility use agreement provided by the department. The agreement provides the security deposit amount and the hourly rate charged for the facility, as well as the reservation guidelines that apply. The auditor tested a sample of facility use permits to verify the accuracy of the rates charged. No discrepancies were noted.

Safeguarding of Assets

Physical Security - Collections

Depositing daily is one of the best safeguards of assets (collections) as well as providing the county with maximum benefit of the collections.

As part of the audit, a surprise cash count was conducted on July 27, 2016 at the La Marque office. On August 2, 2016, an additional surprise cash count was conducted at the Crystal Beach office. All cash was accounted for at the time of the surprise cash counts. Controls are in place to ensure staff uses a lockable drawer (or locker) to safeguard collections during the day and secures the funds in a safe until they are ready for deposit.

Bolivar Beach Parking Sticker Revenue

Approximately thirty percent of the parking stickers are sold on the beach by part-time employees. The employees count each other's collections during close-out each work day and secure the money in the combination drop-safe located in the Road & Bridge Office in Crystal Beach. The employees do not know the combination to the safe. The money remains in the safe until ready for deposit. At least twice a week, the Beach Sticker Supervisor collects the revenue from sticker sales, prepares the bank deposit slips and delivers the money to the bank in a locked bank bag.

Compliance with Statutes, Policies, and Procedures

Timeliness of Deposits

Local Government Code (LGC) §113.022 Time For Making Deposits states a county officer or other person who receives money shall deposit the money with the County Treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. The main office deposits funds daily. Collections from Crystal Beach are deposited on average 2 to 3 times per week.

Bolivar Beach Vending Permit Policy

The Bolivar Beach Vending Permit Policy requires each vendor to complete an application and provide the following:

- Proof of insurance
- Galveston County Health Certificate (when applicable)
- Color photographs of the vehicle or structure used for vending purposes
- Sales tax number
- Building permit (when applicable)
- Certificate of Assumed Name
- \$100 application fee – for each vending location

All vendors must pay a monthly fee to the county for the duration of the vending season: March through September. The fee is determined by the location of the zone and the number of zones in which the vendor is operating.

All Bolivar Beach vendors were in compliance with the Beach Vending Permit Policy, including the required monthly fees.

Concession Agreements

Concession Agreements between the County of Galveston and an individual or group of individuals stipulates the guidelines for operating specific County owned entities. The concession agreement states the effective dates of the contract, the amount and type of insurance required and the monthly operating fees. The concession agreements were reviewed to ensure the concessionaires are in compliance with their contracts. No discrepancies were found.

Compliance with Statutes, Policies and Procedures (continued)

Athletic User Group Agreements

Athletic User Group Agreements are similar to the Concession Agreements. The agreement states the effective dates of the contract and the amount and type of insurance required. Athletic user groups are given the option to choose between paying a daily rate for a field or the monthly utility bills for a field. The requirements for both types of arrangements are provided in the agreements. The athletic user group agreements were reviewed to ensure the user groups are in compliance with their contracts.

Finding: League City Little League (LCLL) does not have Galveston County, Galveston County Parks Department and Galveston County Commissioners Court listed as the insured on the public liability and property damage insurance policy, as required by Article XII 12.1 of their contract.

Recommendation: PARKS-16-01: LCLL should obtain and submit a copy of public liability and property damage insurance with Galveston County entities listed as insured, as required by Article XII 12.1 of the contract.



COUNTY of GALVESTON

Department of Parks & Cultural Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 621-7986
www.galvestonparks-seniors.org

September 30th, 2016

Randall Rice CPA County Auditor
The County of Galveston
County Auditor's Office
P. O. Box 1418
Galveston, Texas 77553

RE: **Internal Audit**

Dear Mr. Rice,

The purpose of this letter is to present the Department of Parks and Cultural Services response to your office's internal audit of reliability & integrity of the information, safeguarding of assets, and compliance with statutes, policies, and procedures received on September 30th, 2016, which was conducted for June 1st, 2015 through May 31st, 2016.

Per the report received, the Parks and Cultural Service Department was found to be in compliance with the following items:

Reliability and Integrity of Information

- Separation of Duties
- Bolivar Beach Parking Sticker Program
- Facility Use Permits

Safeguarding of Assets

- Physical Security - Collections
- Bolivar Beach Parking Sticker Revenue

Compliance with Statutes, Policies, and Procedures

- Timeliness of Deposits
- Bolivar Beach Vending Permit Policy
- Concession Agreements

Per the report received, the Parks and Cultural Service Department was found to have a discrepancy with the following item:

Compliance with Statutes, Policies, and Procedures

- Athletic User Group Agreements
 - Finding: League City Little League (LCLL) does not have Galveston County, Galveston County Parks Department, and Galveston County Commissioners' Court listed as the insured on the public liability and property damage insurance policy, as required by Article CII 12.1 of their contract.
 - Recommendation: PARKS-16-01 – LCLL should obtain and submit a copy of public liability and property damage insurance with Galveston County entities listed as insured, as required by Article CII 12.1 of their contract.
 - Response: The Programs Manager will contact LCLL and will let them know they are in violation of their contract and will request the public liability and property damage insurance with Galveston County entities listed as insured by October 31, 2016.

Our Core Purpose: "We offer exceptional life experiences!"

We appreciate the work done on this audit and would like to thank Christina Fogg from the Auditor's office for her professionalism and guidance through the process.

Thank you,



Julie Diaz
Director
Galveston County Parks & Cultural Services
409-934-8114
Julie.diaz@co.galveston.tx.us

AGENDA ITEM #2.

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001656**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
16-CV-1122	1296731	DUNG TRI VO vs. JEFFREY SCOTT CLAYTON, Et Al	210.00
Check Total:			210.00

Shandon C. Phan
Shandon Phan Law Firm, PLLC
11205 Bellaire Blvd.
Suite B-31
Houston TX 77072

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001656
09/30/2016

***** \$210.00
TWO ONE ZERO CTS CTS

PAY: TWO HUNDRED TEN AND 00/100

\$210.00

TO THE ORDER OF:

Shandon C. Phan
Shandon Phan Law Firm, PLLC
11205 Bellaire Blvd.
Suite B-31
Houston TX 77072

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Shandon C. Phan
Shandon Phan Law Firm, PLLC
11205 Bellaire Blvd.
Suite B-31
Houston TX 77072

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001657**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
09-TX-0526	314248	GALVESTON, COUNTY OF, ET AL VS. CENTEX HOMES, DBA CENTEX DESTINA	25.25
15-TX-0895	1251817	GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 15, et al vs. MA	75.00
16-TX-0008	1255903	Galveston County, et al vs. Mark Slater, et al	75.00
Check Total:			175.25

Travis County Constable Pct 5
PO Box 1748
Austin, TX 78767

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001657
09/30/2016

* * * * * \$ **175** **25**
ONE SEVEN FIVE CTS CTS

PAY: ONE HUNDRED SEVENTY-FIVE AND 25/100

\$175.25

TO THE ORDER OF:

Travis County Constable Pct 5
PO Box 1748
Austin, TX 78767

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Travis County Constable Pct 5
PO Box 1748
Austin, TX 78767

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001658**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
09-TX-0191	313913	GALVESTON COUNTY, ET AL VS. WALKER, PEARLINE WILLIAMS, ET AL	19.44
16-TX-0334	1289934	Galveston County, et al vs. Jose L. Jimenez, et al	61.45
Check Total:			80.89

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001658
09/30/2016

\$ **8089**
EIGHT ZERO CTS CTS

PAY: EIGHTY AND 89/100

\$80.89

TO THE ORDER OF:

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001659**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
15-TX-0504	1232533	Galveston County, et al vs. George Torreros, Jr., et al	150.00
15-TX-0895	1251817	GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 15, et al vs. MA	75.00
16-TX-0008	1255903	Galveston County, et al vs. Mark Slater, et al	75.00
Check Total:			300.00

HARRIS COUNTY CONSTABLE PCT 5
17423 KATY FWY
HOUSTON, TX 77094

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001659
09/30/2016

* * * * * **\$300.00**
THREE ZERO ZERO CTS CTS

PAY: THREE HUNDRED AND 00/100

\$300.00

TO THE ORDER OF:

HARRIS COUNTY CONSTABLE PCT 5
17423 KATY FWY
HOUSTON, TX 77094

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

HARRIS COUNTY CONSTABLE PCT 5
17423 KATY FWY
HOUSTON, TX 77094

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001660**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
12-TX-0190	337592	City Of Friendswood, et al vs. Ken Childs, et al	75.00
Check Total:			75.00

Harris County Constable Precinct 1
1302 Preston, 3rd floor
Houston, TX 77002

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001660
09/30/2016

* * * * * 

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

Harris County Constable Precinct 1
1302 Preston, 3rd floor
Houston, TX 77002

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Harris County Constable Precinct 1
1302 Preston, 3rd floor
Houston, TX 77002

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001661**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
09-TX-0526	314248	GALVESTON, COUNTY OF, ET AL VS. CENTEX HOMES, DBA CENTEX DESTINA	19.84
Check Total:			19.84

COLLIN COUNTY SHERIFF
4300 COMMUNITY AVE
MC KINNEY, TX 75071

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001661
09/30/2016

* * * * * \$1984
ONE NINE CTS CTS

PAY: NINETEEN AND 84/100

\$19.84

TO THE ORDER OF:

COLLIN COUNTY SHERIFF
4300 COMMUNITY AVE
MC KINNEY, TX 75071

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

COLLIN COUNTY SHERIFF
4300 COMMUNITY AVE
MC KINNEY, TX 75071

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001662**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
12-CV-0760	337452	The State Of Texas vs. Blue Beard's Game Room, et al	70.00
Check Total:			70.00

Fort Bend County Constable Pct. 4
12919 Dairy Ashford
STE 300
Sugar Land TX 77478

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001662
09/30/2016

***** \$70.00
SEVEN ZERO CTS CTS

PAY: SEVENTY AND 00/100

\$70.00

TO THE ORDER OF:

Fort Bend County Constable Pct. 4
12919 Dairy Ashford
STE 300
Sugar Land TX 77478

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Fort Bend County Constable Pct. 4
12919 Dairy Ashford
STE 300
Sugar Land TX 77478

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001663**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
16-FD-2828	1297623	In the Matter of the Marriage of: Billy Joe Jolly and Elisa Elle	24.00
Check Total:			24.00

Margaret T Hindman
PO BOX 517
GALVESTON TX 77553

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001663
09/30/2016

* * * * * \$ **24.00**
TWO FOUR CTS CTS

PAY: TWENTY-FOUR AND 00/100

\$24.00

TO THE ORDER OF:

Margaret T Hindman
PO BOX 517
GALVESTON TX 77553

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Margaret T Hindman
PO BOX 517
GALVESTON TX 77553

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001664**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
15-TX-0886	1251178	CITY OF FRIENDSWOOD, et al vs. BOCA TANNING OPPORTUNITIES INC.	15.32
Check Total:			15.32

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001664
09/30/2016

***** \$15³²_{ONE FIVE CTS CTS}

PAY: FIFTEEN AND 32/100

\$15.32

TO THE ORDER OF:

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001665**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
15-TX-0802	1244784	Galveston County, et al vs. Roberto A. Contreras, et al	75.00
Check Total:			75.00

HARRIS COUNTY CONSTABLE PCT 4
6831 CYPRESSWOOD
SPRING, TX 77379

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001665
09/30/2016

***** \$75.00
SEVEN FIVE CTS CTS

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

HARRIS COUNTY CONSTABLE PCT 4
6831 CYPRESSWOOD
SPRING, TX 77379

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

HARRIS COUNTY CONSTABLE PCT 4
6831 CYPRESSWOOD
SPRING, TX 77379

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001666**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
15-TX-0802	1244784	Galveston County, et al vs. Roberto A. Contreras, et al	75.00
Check Total:			75.00

Travis County Constable Precinct 5
P.O. Box 1748
Austin, TX 78767

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001666
09/30/2016

***** \$75.00 CTS CTS
SEVEN FIVE

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

Travis County Constable Precinct 5
P.O. Box 1748
Austin, TX 78767

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Travis County Constable Precinct 5
P.O. Box 1748
Austin, TX 78767

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001667**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
13-TX-0059	1135245	Galveston County, et al vs. Richard Jason Hall, et al	150.00
Check Total:			150.00

DALLAS COUNTY CONSTABLE PRECINCT 3
1411 W BELTLINE RD
STE 100
RICHARDSON, TX 75080

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001667
09/30/2016

* * * * * **\$150.00**
ONE FIVE ZERO CTS CTS

PAY: ONE HUNDRED FIFTY AND 00/100

\$150.00

TO THE ORDER OF:

DALLAS COUNTY CONSTABLE PRECINCT 3
1411 W BELTLINE RD
STE 100
RICHARDSON, TX 75080

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

DALLAS COUNTY CONSTABLE PRECINCT 3
1411 W BELTLINE RD
STE 100
RICHARDSON, TX 75080

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001668**
Check Date: **09/30/2016**

Case Number	Reference	Description	Amount
13-FD-0868	1145610	In Re: In the Interest of a Child/ren	15.00
Check Total:			15.00

Blair Parker
9330 Broadway
STE B308
Pearland TX 77584

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001668
09/30/2016

* * * * * **\$15.00**
ONE FIVE CTS CTS

PAY: FIFTEEN AND 00/100

\$15.00

TO THE ORDER OF:

Blair Parker
9330 Broadway
STE B308
Pearland TX 77584

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Blair Parker
9330 Broadway
STE B308
Pearland TX 77584

Check Register

KEVIN C. WALSH, CPA

Account ID: 161
Batch ID: 5252
User ID: COOPER_C

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
Shandon C. Phan	1656	09/30/2016	09/30/2016	08:53:22	210.00
Travis County Constable Pct 5	1657	09/30/2016	09/30/2016	08:53:22	175.25
TRAVIS COUNTY CONSTABLE PCT 5	1658	09/30/2016	09/30/2016	08:53:23	80.89
HARRIS COUNTY CONSTABLE PCT 5	1659	09/30/2016	09/30/2016	08:53:24	300.00
Harris County Constable Precinct 1	1660	09/30/2016	09/30/2016	08:53:24	75.00
COLLIN COUNTY SHERIFF	1661	09/30/2016	09/30/2016	08:53:25	19.84
Fort Bend County Constable Pct. 4	1662	09/30/2016	09/30/2016	08:53:25	70.00
Margaret T Hindman	1663	09/30/2016	09/30/2016	08:53:26	24.00
TRAVIS COUNTY CONSTABLE PCT 5	1664	09/30/2016	09/30/2016	08:53:27	15.32
HARRIS COUNTY CONSTABLE PCT 4	1665	09/30/2016	09/30/2016	08:53:27	75.00
Travis County Constable Precinct 5	1666	09/30/2016	09/30/2016	08:53:28	75.00
DALLAS COUNTY CONSTABLE PRECINCT	1667	09/30/2016	09/30/2016	08:53:29	150.00
Blair Parker	1668	09/30/2016	09/30/2016	08:53:29	15.00
Number of Checks:	13	Batch ID:	5252		\$1,285.30
Total of Checks:	13	Account ID:	161		\$1,285.30
Grand Total:	13				\$1,285.30

Check Register

KEVIN C. WALSH, CPA

Account ID: 161
Batch ID: 5252
User ID: COOPER_C

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
Shandon C. Phan	1656	09/30/2016	09/30/2016	08:53:22	210.00
Travis County Constable Pct 5	1657	09/30/2016	09/30/2016	08:53:22	175.25
TRAVIS COUNTY CONSTABLE PCT 5	1658	09/30/2016	09/30/2016	08:53:23	80.89
HARRIS COUNTY CONSTABLE PCT 5	1659	09/30/2016	09/30/2016	08:53:24	300.00
Harris County Constable Precinct 1	1660	09/30/2016	09/30/2016	08:53:24	75.00
COLLIN COUNTY SHERIFF	1661	09/30/2016	09/30/2016	08:53:25	19.84
Fort Bend County Constable Pct. 4	1662	09/30/2016	09/30/2016	08:53:25	70.00
Margaret T Hindman	1663	09/30/2016	09/30/2016	08:53:26	24.00
TRAVIS COUNTY CONSTABLE PCT 5	1664	09/30/2016	09/30/2016	08:53:27	15.32
HARRIS COUNTY CONSTABLE PCT 4	1665	09/30/2016	09/30/2016	08:53:27	75.00
Travis County Constable Precinct 5	1666	09/30/2016	09/30/2016	08:53:28	75.00
DALLAS COUNTY CONSTABLE PRECINCT	1667	09/30/2016	09/30/2016	08:53:29	150.00
Blair Parker	1668	09/30/2016	09/30/2016	08:53:29	15.00
Number of Checks:	13	Batch ID:	5252		\$1,285.30
Total of Checks:	13	Account ID:	161		\$1,285.30
Grand Total:	13				\$1,285.30

AGENDA ITEM #3.

Summary of Bi-Weekly Personnel Movements

Pay Period #20 : September 8 - 21, 2016

Department	Positions Budgeted	Current Appointments					Total	Current Movements					Current Separations					Total					
		FT	HT	PT	HR	Res		Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire		Death	Other			
General Government	2.00						0														0		
Facilities	22.0						0															0	
Fleet Management	14.0						0															0	
County Records Management	1.0						0															0	
Professional Services	6.0						0															0	
Road District #1	4.0						0															0	
County Judge	4.0						0															0	
County Commissioners	8.0						0															0	
Tax Office	52.0	2					4		1													1	3
County Auditor	30.0						0																0
County Clerk	41.0	1					1																3
County Clerk Records Mgmt	2.0						0																0
County Clerk Records Archives	8.0						0		1														0
County Clerk Elections	7.0						0																0
Purchasing Agent	8.0						0																0
County Treasurer	7.0						0																0
Veterans Service	3.0						0																0
Human Resources	6.0						0																0
County Legal	8.0						0																0
Court Administration	6.0						0																0
District Courts	19.0						0																0
County Courts	9.0						0																0
County Probate Court	6.0						0																0
Justice Courts	29.0	1					1				1												1
District Clerk	53.0						0																0
District Attorney	73.0						0																0
Personal Bond	3.0						0																0
Collections	7.0						0																0
Sheriff	491.0	3					5		4			3											1
Constables	39.0	1					1																0
Child Welfare	1.0						0																0
Emergency Management	5.0						0																0
Courthouse Security	3.0						0																0
Agrilife Extension	10.0						0																0
County Engineer	6.0						0																0
Building Inspector	3.0						0																0
Community Services	4.0						0																0
Information Technology	45.0						0																0
County Parks and Senior Services	54.0			1			1																2
Museum	1.0						0																0
Road & Bridge/Flood/Beach	68.0	1					1																1
Juvenile Justice	69.0	1					1																1
Mosquito Control	11.0						0																0
Right of Way	1.0						0																0
Seawall Maintenance	6.0						0																0
Housing & Economic Dev	7.0						0																0
Economic Development	1.0						0																0
Adult Probation	54.0	2					2																1
Grand Total	1317.0	10	1	2	2	0	17	6	0	3	3	1	0	0	0	10	4	4	0	0	0	3	12
Job Applications Received	346																						

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 9/8/2016 thru 9/21/2016

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	BARTON, GABRIELA	FTBE	11 COURT CLERK	9/12/2016		11A1	\$30,973	1,191.31 B	TRANSFER
114000	County Clerk	HOLTEL, ELIZABETH G	FTBE	32 COURT CLERK		9/8/2016	11A1	\$30,973	1,191.31 B	TERMINATION
114000	County Clerk	SOTO, OMAR S	FTBE	55 COURT CLERK-PROBATE		9/19/2016	11A1	\$30,973	1,191.31 B	TERMINATION
114000	County Clerk	RICHARDSON, MARILYN IPTNH		502 ELECTIONS CLERK-TEMP		9/8/2016		\$17,118	16.46 H	TERMINATION
114021	County Clerk Archive	WASINGER, JANET M	FTBE	26 SR MICROFILMING TECHNICIAN9/8/2016			11A1	\$30,973	1,191.31 B	PROMOTION
114030	Election Expense	CUSHING, LISA L	PTEL	500 ELECTION WORKER-TEMP		9/8/2016		\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	BUSTER JR, MELVIN	PTNH	502 ELECTIONS CLERK-TEMP		9/19/2016		\$16,785	16.14 H	APPOINTMENT
123201	Justice Court Pet 2	QUEBE-HAWK, KARIN	FTBE	5 DEPUTY COURT CLERK #-2-A		9/9/2016	10A1	\$29,481	1,133.90 B	APPOINTMENT
126100	District Clerk	SMITH, SARAN	FTBE	38 COURT CLERK COORDINATOR-		9/8/2016	14A1	\$35,920	1,381.55 B	TERMINATION
127100	District Attorney	HAYES, STEPHANIE J	FTBE	56 MISDEMEANOR ADMIN ASST		9/8/2016	12A1	\$32,542	1,251.62 B	RET FMLA/FAM
127100	District Attorney	RAY, CONSUELO A	FTBE	85 FELONY ADMIN ASST		9/19/2016	14A1	\$35,920	1,381.55 B	RET FMLA/MED
151500	Tax Assessor/Collector	MOORE, DARLA	FTBE	71 CUSTOMER SERVICE REP I		9/12/2016	09A1	\$28,060	1,079.26 B	APPOINTMENT
151500	Tax Assessor/Collector	JAIMES, GRACIELA B.	PTNH	502 VOTER REGISTRATION- TEMP		9/19/2016	04A1	\$10,961	10.54 H	APPOINTMENT
151500	Tax Assessor/Collector	SCOTT, LILLIAN A	PTNH	506 VOTER REGISTRATION- TEMP		9/21/2016	0000	\$10,961	10.54 H	TERMINATION
151519	Tax Assessor/Collector	BELLOW, KIARRA NICOLEFTBE		91 CUSTOMER SERVICE SPECIALIST		9/12/2016	13A1	\$34,189	1,314.98 B	TERMINATION
151519	Tax Assessor/Collector	GUSTAFSON, EIREEN M	FTBE	101 CUSTOMER SERVICE		9/12/2016	09A1	\$28,060	1,079.26 B	APPOINTMENT
151519	Tax Assessor/Collector	NORRIS, MELISSA A	FTBE	90 BRANCH MANAGER		9/12/2016	17A1	\$41,656	1,602.17 B	PROMOTION
151519	Tax Assessor/Collector	SMITH, JENNIFER E	FTBE	101 CUSTOMER SERVICE		9/9/2016	09A1	\$28,060	1,079.26 B	TERMINATION
159100	Information Technology	BARNETT, CYNTHIA	FTBE	39 TECHNICAL SUPPORT		9/12/2016	16B1	\$40,640	1,563.09 B	RET FMLA/FAM
211101	Administration Sheriff	BONNER, MARK D	FTBE	1 CAPTAIN		9/8/2016	22N1	\$81,138	3,120.71 B	PROMOTION
211121	Criminal Investigation	BALCHUNAS, BRUCE W	FTBE	13 LIEUTENANT-PS		9/8/2016	20R1	\$73,507	2,827.21 B	PROMOTION
211133	Corrections-Sheriff	ALLEN, DANNY A	FTBE	229 ENTRY LEVEL		9/15/2016	12D1	\$35,044	1,347.85 B	APPOINTMENT
211133	Corrections-Sheriff	BENOIST, RAYMOND C	FTBE	96 DEPUTY IV		9/8/2016	17N1	\$57,423	2,208.61 B	SALARY INCREASE
211133	Corrections-Sheriff	COSTANZA, CHARLES P	FTBE	233 ENTRY LEVEL		9/15/2016	12D1	\$35,044	1,347.85 B	APPOINTMENT

* Rate Type: H = Hourly; B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 9/8/2016 thru 9/21/2016

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	LABUFF, BRIAN S	FTBE	65 DEPUTY V	9/8/2016	9/13/2016	17J1	\$52,023	2,000.89 B	CAREER LADDER
211133	Corrections-Sheriff	LOPEZ, MICHAEL	FTBE	103 DEPUTY I	9/15/2016	9/13/2016	13D1	\$36,818	1,416.09 B	TERMINATION
211133	Corrections-Sheriff	SAVAGE, ANDRE P	FTBE	250 ENTRY LEVEL	9/8/2016	9/9/2016	12D1	\$35,044	1,347.85 B	APPOINTMENT
211133	Corrections-Sheriff	WHITE, BRODERICK C	FTBE	252 DEPUTY IV	9/8/2016	9/9/2016	16H1	\$47,130	1,812.71 B	CAREER LADDER
211133	Corrections-Sheriff	WILLIS, JASON R	FTBE	69 DEPUTY IV	9/8/2016	9/9/2016	16L1	\$52,023	2,000.89 B	REASSIGNMENT
211143	Patrol Division	GARCIA, VICTORIA A	PTNS	44 DEPUTY, PART-TIME	9/8/2016	9/9/2016	0000	\$1,602	61.65 B	APPOINTMENT
211143	Patrol Division	GLICK, JOHN R	PTNS	37 DEPUTY, PART-TIME	9/8/2016	9/9/2016	0000	\$1,602	61.65 B	APPOINTMENT
211189	Bailiffs	BERG, RONALD P	FTBE	9 DEPUTY V	9/8/2016	9/9/2016	17N1	\$57,423	2,208.61 B	REASSIGNMENT
211189	Bailiffs	REYES, EDWARD	FTBE	96 DEPUTY IV	9/8/2016	9/9/2016	16L1	\$52,023	2,000.89 B	REASSIGNMENT
223800	Constable Pct #4	CALVELLO, ANTHONY	PTNS	5 DEPUTY CONSTABLE-PCT 4	9/8/2016	9/9/2016	0000	\$1,602	61.65 B	TITLE CHANGE
223800	Constable Pct #4	CAMP, JAMES B.	PTNS	9 DEPUTY CONSTABLE-PCT 4	9/15/2016	9/21/2016	0000	\$1,602	61.65 B	APPOINTMENT
255100	Adult Probation	WEIDA, JAIME M	FTBE	56 PROBATION OFFICER	9/15/2016	9/21/2016	0000	\$39,499	1,519.23 B	TERMINATION
255101	Adult Probation	JARIS, MELISA M	FTBE	15 PROBATION OFFICER	9/12/2016	9/9/2016	0000	\$39,750	1,528.85 B	APPOINTMENT
255101	Adult Probation	JONES, SAME	FTBE	57 PROBATION OFFICER	9/12/2016	9/9/2016	0000	\$38,000	1,461.54 B	APPOINTMENT
256100	Juvenile Justice	ARGUETA, ELISA A	FTBE	13 JUVENILE PROBATION OFCR	9/15/2016	9/9/2016	1600	\$42,117	1,619.89 B	APPOINTMENT
256118	Detention	HENRY, JORDAN N	FTBE	27 JUVENILE SUPERVISION OFCR	9/15/2016	9/9/2016	1200	\$33,775	1,299.06 B	TERMINATION
312120	F.M. Lateral Road	FRANKS, JENNY M	FTBE	22 HEAVY EQUIPMENT OPERATOR	9/9/2016	9/9/2016	09A1	\$28,060	1,079.26 B	APPOINTMENT
522020	Parks	CALVIN, VELVIN T	PTBH	107 PARK AIDE	9/12/2016	9/9/2016	02C1	\$20,862	10.03 H	APPOINTMENT
522042	Beach Maintenance	ROZNOVAK, MARK W	FTNH	503 BEACH PARK STICKER	9/9/2016	9/9/2016	02A1	\$19,864	9.55 H	TERMINATION
522042	Beach Maintenance	ROZNOVAK, PATRICIA	FTNH	502 BEACH PARK STICK	9/9/2016	9/9/2016	02A1	\$19,864	9.55 H	TERMINATION

AGENDA ITEM #4.



APPOINTMENT OF DEPUTY

**THE STATE OF TEXAS
COUNTY OF GALVESTON**

}
}

Know All Men By These Presents.

That I, the undersigned, duly elected and qualified as CONSTABLE PCT 4 in and for Galveston County, Texas, do hereby appoint

JAMES B. CAMP

as Deputy in my office, with full power and authority to do and perform all such official acts as may be lawfully done and performed by me in person.

For Galveston County, Texas

OATH OF OFFICE

**THE STATE OF TEXAS
COUNTY OF GALVESTON**

}
}

Know All Men By These Presents.

I, the undersigned, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY CONSTABLE PCT. 4 in and for Galveston County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State. So Help Me God.

James Bryan Camp

Print Name

Signature

Sworn to and subscribed before me, at Galveston, Texas on this the 15 day of September

A D 2014



For Galveston County, Texas

By

BEFORE ME, the undersigned authority, on this day personally appeared
JERRY FISHER, Constable of Precinct 4 of
Galveston County, Texas who, after being by me, duly sworn, upon oath, deposes and
says:

I am asking the Commissioners Court of Galveston County, Texas, for
authority to appoint JAMES B. CAMP as a Reserve Deputy Constable
for a period of two years. In making this application I certify and agree as
follows:

(A) The Applicant has successfully completed all training standards
required of Peace Officers by the Texas Commission on Law Enforcement Officer
Standards and Education (TCLEOSE) and is eligible for licensing. In addition,
the Applicant will comply with TCLEOSE RULES Sec. 211.100 and Sec. 211.104
relating to in-service training and annual firearms proficiency as such rules
presently exist or may hereinafter be amended.

(B) Including this Applicant I have no more than five Reserve Deputy
Constables in my Department.

(C) The Applicant will take the official oath and execute a bond in the
amount of \$2,000 payable to me. This oath and bond will be filed with the County
Clerk of Galveston County before the Applicants entry on duty and simultaneously
with his appointment.

(D) The Applicant will work a minimum of sixteen (16) hours per month.
The Applicant will be permitted to serve as a peace officer only while actually
discharging his official duties. While on duty, the Applicant will be under my
supervision and will be required to wear a distinctive uniform or a coat and tie.
The Applicant will file with me a written report of all on-duty activities. This
report will include, at a minimum, the days and hours worked and the activities
conducted. This report shall be subject to inspection and copy of any member of
the Commissioners Court or his authorized representative upon request.

(E) The County's Human Resources Department has been notified of this Applica-
tion and will be notified of his termination if Applicant is terminated by me
prior to expiration of the two year period.

(F) The Commissioners Court's authorization of this appointment may be
revoked at any time, with or without cause. Upon notification of such revocation
I agree to terminate the appointment so authorized.

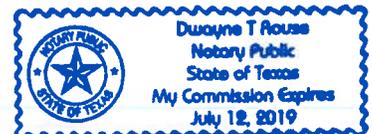
(G) That this application is made to induce the Commissioners Court to
authorize me to appoint Applicant as a reserve deputy constable pursuant to the
authority granted it by 86.012 of the Local Government Code of the State of
Texas.

EXECUTED this 27th day of September 2016.



CONSTABLE PRECINCT 4

Sworn to and subscribed before me, at 127 Cedar Knolls, Texas, on
this the 27th day of September, A. D., 2016.





Notary Public in and for Galveston County, Texas

AGENDA ITEM #5.



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

To Be Completed By Department			
1. Date of Request: 9-9-2016	2. Contract Type: Expense Revenue <u>Other</u>	3. Renewal Contract: Yes <u>No</u>	
4. Department Name: Human Resources		5. Department Contact: Katherine Branch	
6. Description: Online financial Wellness Program			
7. IFAS PEID No: 719088	8. IFAS Req No:	9. Orgkey: 1101 - 11000	10. Object Code: 5481000
11. Vendor: Smart Dollar (Lampo Group)		12. Vendor Contract No:	
13. Requested Legal Review: Yes <u>No</u> (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
General	1101	32,400	\$ 32,400				
22. Totals:							

To Be Completed By Purchasing Department		
Contract Start Date: 10/3/16	Auto Renewal Contract: Yes <u>No</u>	Bid No: N/A
Contract End Date: 10/2/17	Contract # Issued By Purchasing: CM17024	Form 1295 Certificate #: 2016-110074

① Broken used as Placeholder, Dept sent out
 ② No HB1295 sent out **SB**

Approved By:	Signature	Date
Department Head:	Katherine Branch	9-9-16
Purchasing Agent:	<i>[Signature]</i>	9-22-16
County Legal:	<i>[Signature]</i>	09/28/2016
Contract Listed in Budget Documentation <u>YES</u> NO		
County Budget Officer:	<i>[Signature]</i>	9/29/16
Budget Available and Funds are/will be Available <u>YES</u> NO		
County Auditor:	<i>[Signature]</i>	9/30/16

SMARTDOLLAR® MASTER SERVICES AGREEMENT

By executing this SmartDollar® Master Services Agreement (“Agreement”), Galveston County (“Client”) retains **THE LAMPO GROUP, LLC, d/b/a RAMSEY SOLUTIONS™** (“Ramsey”) a Tennessee limited liability company to deliver its SmartDollar® online financial wellness program to Client’s employees. The parties agree to the following terms:

1. SmartDollar® Program:

1.1 Client’s subscription entitles its eligible employees to access the Program for one (1) year from the launch date. Upon expiration or cancellation of this Agreement, all rights are automatically revoked and access is terminated. Access to the SmartDollar financial wellness online program includes:

- Confidential Financial Wellness Score
- 17 video lessons with MP3 downloads
- 17 lesson worksheet PDF downloads
- 7 bonus “Deep Dive” video lessons
- Baby Step dashboard
- Quizzes
- EveryDollar® budget tool
- Budget tutorial videos and downloads
- Ask Dave tool
- Help Center
- One account per household
- Quarterly reporting

1.2 SmartDollar Terms of Service located at www.smartdollar.com/terms-of-service apply to all use of the Program and form part of this Agreement. Employee assent to the Terms of Service is required upon enrollment. Likewise, the Terms of Use located at <https://www.everydollar.com/terms> apply and must be accepted prior to use of the EveryDollar® budget tool.

2. **Fees and Payment:** Client shall pay Ramsey \$32,400. Client must provide Ramsey with exact number of eligible employees 15 days before the program launch date. New hires are included at no additional charge for up to 5% of the client’s eligible population. Billing will be updated on a quarterly basis if the Client total population increases more than 5% during the one (1) year period. Payment may be made via Visa, MasterCard, or Electronic Check. Total Annual Fees must be received within 20 days of the program launch date or delivery of services may be terminated.

Launch Date	Price Per Employee Per Year	Eligible Employees	Total Annual Fee	Fees Due Date
October 3, 2016	\$27.00	1,200	\$32,400	October 15, 2016

3. **Term and Termination:** The Term of this Agreement shall be for one (1) year. Either party may terminate this Agreement for any material breach of this Agreement that is not cured within fifteen (15) days of written notice of such breach.

4. **Intellectual Property:** This Agreement is in no way intended to transfer any ownership rights in or to any intellectual property, whether trademark, copyright, trade secret, or other proprietary information of Ramsey. All rights not expressly granted are hereby reserved. Client is not entitled to alter or modify the Program. Any use or license to any Ramsey intellectual property or the Program is strictly for the fulfillment of the obligations of this Agreement and shall immediately terminate upon expiration or termination hereof.

5. **Confidentiality and Security:** The parties acknowledge that to fulfill the obligations of this Agreement (“Purpose”) the parties may be required to disclose confidential information. The parties agree to use commercially reasonable efforts to maintain confidentiality and security of any such information and to use such information only for the Purpose, unless otherwise specified in writing.

5.1 “Confidential Information” as used herein means any information pertaining to: (i) any of a party’s proprietary technology or computer software in all versions and forms of expression, regardless of whether such is under patent or registered copyright, or under a pending application therefor, or forms the basis for a patentable invention, or is held as a trade secret

(collectively, the "Proprietary Technology"); (ii) any manuals, notebooks, documentation, recorded data, technical information, pictures, illustrations, codes, formulas or know-how related to any of the Proprietary Technology; (iii) customer, client, or employee personally identifiable information or personal financial information, and/or (iv) other information, including, without limitation, creative works in progress, information regarding proposed product developments, customers, contracts, financial data, marketing data, business methods, or business plans. Confidential Information also includes information given orally.

5.2 All right, title and interest to Confidential Information remains with disclosing party. No obligation to provide any Confidential Information is created.

5.3 This Agreement does not obligate or limit a Recipient with regard to any Confidential Information that: (i) was in Recipient's possession before receipt from Discloser; (ii) is or becomes a matter of general public knowledge through no fault of Recipient; (iii) is rightfully received by Recipient from another source, so long as the source was not then subject to a prohibition against disclosing the Confidential Information to Recipient; (iv) is expressly disclosed by Discloser without an obligation of nondisclosure; or (v) is independently developed by Recipient other than through the disclosure of the Confidential Information.

5.4 Notwithstanding the foregoing, the parties acknowledge that Ramsey may from time to time collect or compile aggregated statistical data of derived from the Program for Ramsey's own purposes and/or for reporting purposes to Client. The parties agree that this data shall not be deemed confidential when used in such fashion.

6. **Relationship:** Nothing contained herein shall be construed as creating a partnership, joint venture, employment or agency relationship other than that of independent contracting parties. Neither party shall assume any responsibility, indemnity, or liability for the other in any form.

7. **Warranties:**

7.1 Ramsey warrants that: (1) it has full power and authority to enter this Agreement; (2) Ramsey will exercise best efforts to comply with applicable laws and regulations; and (3) entering this Agreement does not violate any third party agreement of Ramsey.

7.2 Client acknowledges that Ramsey is not a retirement plan fiduciary and offers no professional opinion or advice regarding legal, tax, investing, or other matters, including methods of payment for the Program. Client should seek and rely upon its counsel for fiduciary decisions, including whether to utilize plan assets for the purchase of SmartDollar access.

7.3 OTHER THAN AS EXPRESSLY STATED HEREIN THE PROGRAM, AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE PROGRAM ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. RAMSEY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND.

8. **Governing Law:** This Agreement, including all attachments, shall be governed by the laws of the State of Texas, and the exclusive venue for any dispute arising from this Agreement or Client's Services shall be in the state and federal courts having jurisdiction over Galveston County, Texas.

9. **Miscellaneous:** No right or obligation under this Agreement may be assigned or transferred without prior written consent of the other party. This Agreement, and any incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction, such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement.

THE LAMPO GROUP, LLC

CLIENT:

By: Brian Hamilton
Its: Vice President
Date: _____

By: _____
Its: _____
Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-110074

Date Filed:
09/09/2016

Date Acknowledged:
9/9/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Lampo Group LLC
Brentwood, TN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CM17024

SmartDollar® content is an original creation of Lampo, designed specifically to provide financial wellness education to employees of both private and public institutions.

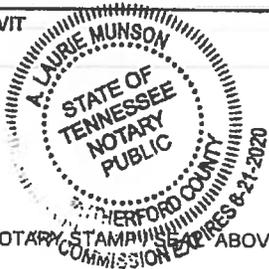
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Deborah Lewis
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP ABOVE

Sworn to and subscribed before me, by the said Deborah Lewis, this the 9th day of September 20 16, to certify which, witness my hand and seal of office.

Laurie Munson
Signature of officer administering oath

A LAURIE MUNSON
Printed name of officer administering oath

Administrative Coordinator
Title of officer administering oath



September 9, 2016

VIA EMAIL

Corey Jannett
Senior Benefits Advocate
Galveston County
(409) 770-5345
corey.jannett@co.galveston.tx.us

Re: SmartDollar® Sole Source Letter

Dear Corey Jannett,

I am General Counsel to The Lampo Group, L.L.C. ("Lampo") d/b/a Ramsey Solutions. The following is in response to your request for a sole source letter for our SmartDollar® program. While I am not familiar with your municipality's sole source criteria, I can certify the following:

Lampo is the exclusive producer of the program content associated with SmartDollar®. The program content is accessible exclusively through www.smartdollar.com, which is owned and controlled exclusively by Lampo.

SmartDollar® content is an original creation of Lampo, designed specifically to provide financial wellness education to employees of both private and public institutions. SmartDollar® including all components thereof, is the exclusive intellectual property of Lampo Licensing, LLC, a closely held affiliate of Lampo. Such material is protected by copyright, trademark and trade secret laws, as well as common law protection.

As a practical matter, access to this material is restricted. Upon purchase of a subscription, the client is given a user ID and password to gain access to the protected, proprietary content which includes video sessions and resources.

Please let me know if you have any questions or if you require additional specific certifications regarding particular aspects of SmartDollar® or our business. I would be happy to discuss in detail if you would like.

Sincerely,
s/ J. Matthew Blackburn

J. MATTHEW BLACKBURN
GENERAL COUNSEL

1749 MALLORY LANE
BRENTWOOD, TN 37027
P: 615.371.8881 EXT. 5021
F: 615.550.3215

MATT.BLACKBURN@DAVERAMSEY.COM

DAVERAMSEY.COM

Pete *the* Planner®

FINANCIAL WELLNESS

*Bringing financial
contentment to the American
worker since 2005*



Program Benefits

YOUR EMPLOYEES WIN

A true understanding of the importance of saving for retirement TODAY.

A reality check about how much it takes to successfully retire.

An understanding of the value and importance of contributing to and using an HSA as a financial tool.

Beyond a base-level knowledge of how an employer-sponsored retirement account and an employer match work.

By gaining confidence in their financial decisions, employees create a financial life they are proud of.

By taking control of their financial lives, employees reduce stress and begin making progress on reducing debt.

The ability to process financial stress and turn it into action, which leads to less distraction during work hours.

Employees gain an appreciation for the programming that helped them get their financial lives together.

YOU WIN

Higher 401(k) participation levels.

Greater 401(k) contribution levels.

Higher HSA contribution levels.

Less 401(k) education efforts necessary on your part.

Improved crossover skills and judgment lead to greater work productivity and knowledge.

With employees who are actively engaged in their financial lives you reduce and/or avoid wage garnishments, financially-induced stress, work absences, 401(k) loans, and financial distractions.

Present and productive workers who aren't financially stressed.

Employees who better appreciate your organization's commitment to having a healthy financial culture.

TESTIMONIALS

Unique program, unlike any financial class I've ever sat through!

- Mallory, participant

Great approach to financial wellness. Bringing humor to the table makes things more digestible no matter the topic!

- Mike, HR

FIX YOUR FINANCES

with Pete the Planner®

The theme of our year-long financial wellness curriculum is Fix Your Finances with Pete the Planner®. The program is broken down into quarterly themes, beginning with the Past and transitioning to Present, Future, and finally Finish the Year Strong. Each quarter focuses on a different topics and challenges related to the theme of the quarter. By the end of Fix Your Finances with Pete the Planner®, participants will have mastered the skills necessary to budget regularly, pay down debt effectively, and plan for retirement.

JAN 2017

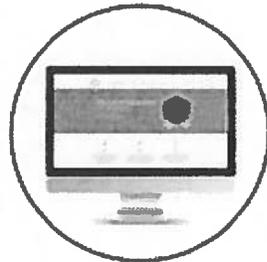
Q1 PAST

Live kick-off webinar for managers
Live kick-off event: Fix Your Finances: Past & Present
Pay off \$465 of debt in 30 days email program
1 Webinar hosted by Pete: Debt
Pete's Money School + Personal Finance Dashboard
Financial Culture Audit



APR 2017

Q2 PRESENT



4 week budgeting challenge email program
2 webinars hosted by Pete: Budgeting, Housing
Pete's Money School + Personal Finance Dashboard
Engagement report

JUL 2017

Q3 FUTURE

Live event: Fix Your Finances: Future
1 webinar hosted by Pete: Time & Money
Pete's Money School + Personal Finance Dashboard
Engagement report



OCT 2017

Q4 FINISH THE YEAR STRONG



Holiday Savings League email program
2 webinars hosted by Pete: Holidays, Goal Setting
Pete's Money School + Personal Finance Dashboard
Financial Culture Audit + engagement summary

DEC 2017

Features

LIVE ONLINE KICK-OFF

(for management)

Like many initiatives at your organization, the success of your Financial Wellness program is ensured when your company leaders fully understand and support the program. The Live Online Kick-off Event is *specifically designed to engage leaders and managers* with the upcoming programming, and to help them understand how the financial wellness curriculum will improve the business' bottom line.

ON-SITE LIVE EVENTS

Each 60-minute presentation is filled with Pete's signature energy and humor. Yep, humor. Each presentation is designed to teach important concepts, but more importantly these presentations give specific action paths for financial change. On-site Live Events are *the single most effective tool for improving financial wellness* at your organization. All presentations can be recorded and redistributed to the rest of your organization for a limited amount of time.

PERSONAL FINANCE DASHBOARD

How do you know whether or not you're improving your finances? Thanks to our Pete's Money School Personal Finance Dashboard, *your employees will always know where they stand, and more importantly where they are headed.* Users can keep track of their budget, debt, and most importantly, their next financial priority.

EMPLOYEE CHALLENGES

Who said making huge financial changes was boring? Our Employee Challenges gamify major financial change over just a few short weeks. Our popular four-week challenge programs like, *Save \$465 in 30 days, bring laser-focus and accountability to important financial goals.*

Features

E-LEARNING

Everyone learns at their own pace, which is why Pete's Money School, our eLearning platform, is such a popular choice for busy working people. Our robust curriculum contains hours and hours of *detailed financial education that won't bore your employees*. Pete's signature style and humor makes topics like The Four Financial Stages and Mock Retirement engaging and entertaining, not to mention how these courses will change the financial path participants are currently on.

LIVE ONLINE EVENTS

Our On-Site Live Events are comprehensive, so it's our Live Online Events that allow Pete to dig deep into each specific financial concept. Amongst the monthly event topics you will find how to plan a budget meeting, how to prioritize paying down debt with savings, and preventing identity theft. Live Online Events with Pete the Planner® *feel more like an interactive television show than a webinar*. Participants will receive a recording of the webinar, as well as applicable worksheets, following the event.

DETAILED REPORTS & METRICS

We want you to know exactly how Pete the Planner® Financial Wellness programming changes the lives of your employees. Better yet, how our programming improves your business. This is exactly why we measure as much as possible. *From participation numbers to anonymous surveys that gauge financial stress and net worth*, we are able to give you aggregate numbers to show success. Additionally, our *metrics and reporting* allow us to shift our efforts to better meet the specific needs of your workforce.



**Peter Dunn,
a.k.a “Pete the Planner”**

is an award-winning comedian and an award-winning financial mind. He’s a USA TODAY columnist and the author of ten books, six of which were featured in a nationwide launch at Barnes & Nobles stores in January of 2015. He is the host of the popular radio show The Pete the Planner Show on 93 WIBC FM and is a columnist for the Indy Star. Pete has appeared regularly on CNN Headline News, Fox News, Good Morning America as well as numerous nationally syndicated radio programs. In 2012, Cision named Pete the fourth most influential financial broadcaster in the nation.

For more information
visit petetheplanner.com.

500

*speaking gigs in
the past 2 years*

10

*books written and
published nationwide*

MILLIONS

of lives changed



Contact Jeff Rosell to bring financial wellness
to your employees today!

jeff@petetheplanner.com
or at 651-343-8919

9.21.2016

Financial Wellness Program Project List

For: County of Galveston

Thank you for your interest in:



Our mission is to help our clients drive greater performance in the workplace and increase profitability. We aim to achieve this mission by providing invaluable academic financial knowledge to the most important asset of the company – the employees.



Four Seasons Financial Education
Three CityPlace Dr., Ste. 590
St. Louis, MO 63141
P: 888-981-9355
F: 314-692-2229

Below is the list of items that must occur before a financial wellness program can be successfully launched for your organization. We are committed to helping you reach your goal and making the process as easy as possible for you.

Financial Wellness Program Project List

Completed	Description	Notes
<input checked="" type="checkbox"/>	Establish goals for program	Call conducted with Corey Jannett and Anna Fruits.
<input checked="" type="checkbox"/>	Gather data for proposal	Call conducted with Corey Jannett and Travis Freeman.
<input checked="" type="checkbox"/>	Conduct team review of goals and customized solutions	
<input checked="" type="checkbox"/>	Draft proposal and recommendations	
<input checked="" type="checkbox"/>	Send proposal to client	Emailed to Corey Jannett on 9.21.16.
<input type="checkbox"/>	Answer questions from proposal	
<input checked="" type="checkbox"/>	Proceeding with traditional or voluntary?	Traditional employer-paid
<input type="checkbox"/>	Draft service agreement for review	
<input type="checkbox"/>	Sign service agreement	Goal date of Oct. 15th, 2016
<input type="checkbox"/>	Provide marketing materials for open enrollment period	Goal date of Oct. 15th, 2016
<input type="checkbox"/>	Complete benefits questionnaire	
<input type="checkbox"/>	Auto-enrollment into FSFE Connect and verify technology requirements	
<input type="checkbox"/>	Launch new financial wellness program!	

9.21.2016

Financial Wellness Benefit Proposal

For: County of Galveston

Thank you for your interest in:



Our mission is to help our clients drive **greater performance** in the workplace and increase **profitability**. We aim to achieve this mission by providing invaluable **academic financial** knowledge to the **most important** asset of the company – the **employees**.



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Confidentiality and Disclosure

This document contains confidential and proprietary information. All data submitted to County of Galveston and its representatives is provided upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Four Seasons Financial Education. The recipient agrees to instruct each of its employees that they must not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute this information, nor allow others to duplicate or distribute this information, without the express written consent of Four Seasons Financial Education.

Four Seasons Financial Education retains all title, ownership, and intellectual property rights to the materials contained herein, including all supporting documentation, files, marketing material, and multimedia.

The financial consultants at Four Seasons Financial Education are affiliated with RFG Advisory Group (RFG). Education and financial planning services are offered through RFG, an SEC Registered Investment Advisor. We receive our fee-based compensation through RFG for the consulting services we provide. RFG is regulated by the Investment Advisors Act of 1940, among other laws and regulations.

By acceptance of this document, the recipient agrees to be bound by the aforementioned statements.

Executive Summary

Four Seasons Financial Education is pleased to present the County of Galveston with a proposal for financial wellness services. We understand that the costs of managing a workforce of approximately 1,200 employees can be challenging and costly in this rapidly changing economic environment. Concerns such as turnover, accidents, healthcare and productivity simply compound these issues. This is why we feel our services are perfectly positioned to help you decrease costs and increase productivity by addressing the core areas that negatively affect employee performance. These include, but are not limited to:

- Retirement savings
- Debt management
- Elder care (sandwich generation)
- College education needs for children
- Spending and budgeting
- Emergency planning
- Survivor needs
- Understanding risk management
- Saving money on everyday expenses
- Bringing together employer benefits
- Estate planning
- Tax planning

Our unique ability to create a financially well workforce is what sets us apart from the competition. With strong corporate leadership from the County of Galveston and our exclusive services, we feel we can help your employees improve their lives while also giving a boost to the bottom line.

About Four Seasons Financial Education

- Our roots date back to 1986 when our founders served Employee Assistance Programs (EAPs). EAPs realized financial matters were often the main cause of employee stress.
- Founded and run by board-CERTIFIED FINANCIAL PLANNER™ *professionals*.
- We sell no proprietary products. We are a fee-for-service provider.
- We have served hundreds of companies around the US, including Fortune 500s.

Headquarters

St. Louis, MO

Mission Statement

Our mission is to help our clients drive greater performance in the workplace and increase profitability. We aim to achieve this mission by providing invaluable academic financial knowledge to the most important asset of the company – the employees.

Our Team

Our professionals and friendly staff bring the perfect combination of service and knowledge to assist with your employees' needs. When coaching is requested, your employees will not only speak with a registered and licensed professional, they will be speaking with a board-CERTIFIED FINANCIAL PLANNER™ *professional* (CFP®). To become a board-CERTIFIED FINANCIAL PLANNER™ *professional*, one must prove that they have the ethical standards, knowledge, and experience necessary to achieve the CFP® marks. This difficult certification requires advanced training and skill within a broad scope of personal finance topics, as only approximately 9% of all "financial professionals" in the United States have earned these marks¹.

Your Goals

We've listened to your goals and have summarized them as follows:

- You do not participate in the Social Security system and, instead, have two mandatory retirement plans (pension and deferred compensation plan). You wish to increase *elective* retirement savings participation from 15% to 25%.
- You wish for greater participation in the HSA and FSA plans. Only approximately 11% of employees participate in the FSA and less than 3% participate in the HSA. For the FSA, you wish to increase participation to 20%-25%.
- You wish to give employees and their families tools they may use to improve their lives, such as overall financial planning and budgeting, while allowing each employee to progress through their own financial plan at their own pace.

Your Solution

We recommend the following strategy to help accomplish your goals:

- Implement the Galveston County Financial Wellness Program focusing on how to live the best lives employees can with the money they have. As employees are shown how to best use the pay they are given through budgeting and planning, they may be less likely to look for slightly higher pay working elsewhere. This may help curb your turnover rate of between 15%-20% and lower stress-related healthcare costs since you are self-funded.
- Maximize the value of your existing benefits package through proper budgeting and benefits planning. Tailored education and individual planning can motivate employees to use the tools they have *today* (deferred comp, HSA, FSA) to plan their goals of *tomorrow*. Employees must connect the importance of these benefits with their cherished life goals.
- Provide topic-centric education to allow employees to pick topics that most interest them while encouraging one-on-one professional guidance to further motivate employees to take action and keep themselves accountable. Each employee may then progress through their own financial plan at their own individual pace.

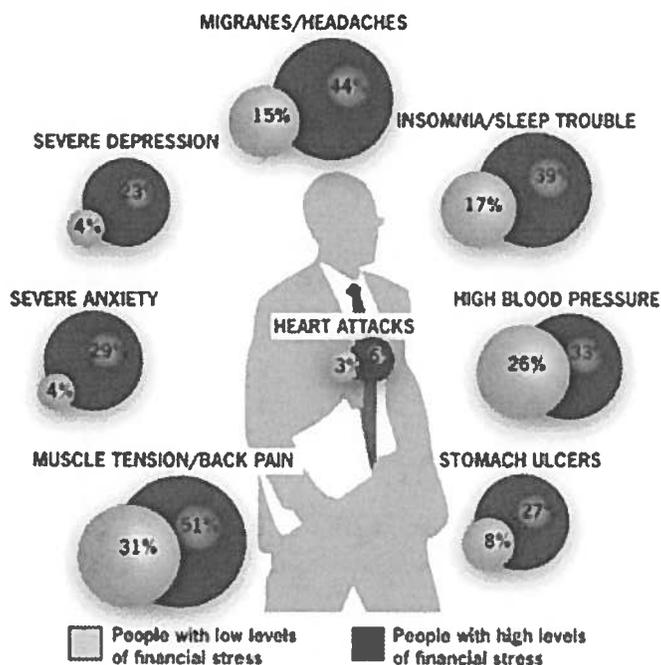
Proposed Services

Why employees need financial wellness benefits

Through our years of experience and research, we have found that employees struggle to meet their financial goals for three reasons:

- **Cost** – Visiting a doctor may only cost a \$25 copay. Visiting a CFP® professional may cost between \$150 and \$350 per hour when hired directly by an employee. This may be why 72% of Americans have never met with an independent CFP® before⁷.
- **Priority** – We can all admit to saying, “I’ve been meaning to do that.” Procrastination is part of human nature, but when it comes to financial goals, procrastination is costly.
- **Accountability** – Just as we have good intentions on New Year’s Day to start a workout plan, a lack of accountability causes us to lose track of our goals. With how complex personal finances have become, staying accountable is a difficult task.

Financial Stress Manifests As



AP-ACL Health Poll: Debt Stress: The Toll Owing Money Takes on the Body.

Proposed Services

How we provide financial wellness benefits

Our programs are available as fully employer-paid for all benefit eligible employees OR through a voluntary offering paid in part or in full by employees. You may pick either option. However, after learning about your company and your goals, we feel the traditional employer-paid financial wellness program is in your best interests so that no employees are excluded from the program due to cost.

Our financial wellness programs have been uniquely designed to address the three challenges mentioned on the prior page. They include a combination of the following:

- *Cost* – By using a group pool, we can offer competitive fees for our services. When the cost barrier is removed, employees are able to seek valuable financial guidance.
- *Priority* – Employees need to be informed and motivated regarding their personal finances. This is accomplished two ways:
 - *Trainings* – Live or web-based trainings from a menu of available topics. These trainings motivate employees to take action and improve their finances.
 - *TelePlanning™ Meetings* - Motivation can only bring someone so far. This is why one-on-one confidential meetings with a CFP® will show your employees how to turn their motivation into action. These one-hour meetings with a CFP® are done via phone or video conference. Just as telemedicine is a growing trend, we were the first in the industry to form the TelePlanning™ service.
- *Accountability* – To help your employees stay accountable to their goals, we complete “Financial Check-Ups” to help them remain on track for their individual goals. For example, if someone plans on increasing their 401(k) contribution within 60 days, we follow up to ensure they have stuck to their goal.

Proposed Services

We have three Financial Wellness Programs available for your organization, along with a voluntary payroll deducted program called PlanWell™. The Masters, Partners and Basic programs apply to all benefit-eligible employees and are 100% employer paid. PlanWell™ is voluntary and does not require an employee minimum.

	Trainings	Meetings	Check-Ups	Plan Goals*	Cost PEPM
<u>Masters</u>	4	3	4	Unlimited	\$7.32
<u>Partners</u>	2	2	2	2	\$5.25
<u>Basic</u>	2	2	1	1	\$3.00
<u>PlanWell™</u>	1	2	1	1	\$19.00

To keep ongoing costs down, a one-time fee of \$2,500 is required for FSFE Connect onboarding, benefits data gathering, benefits training for our CFP® professionals, and customized programs.

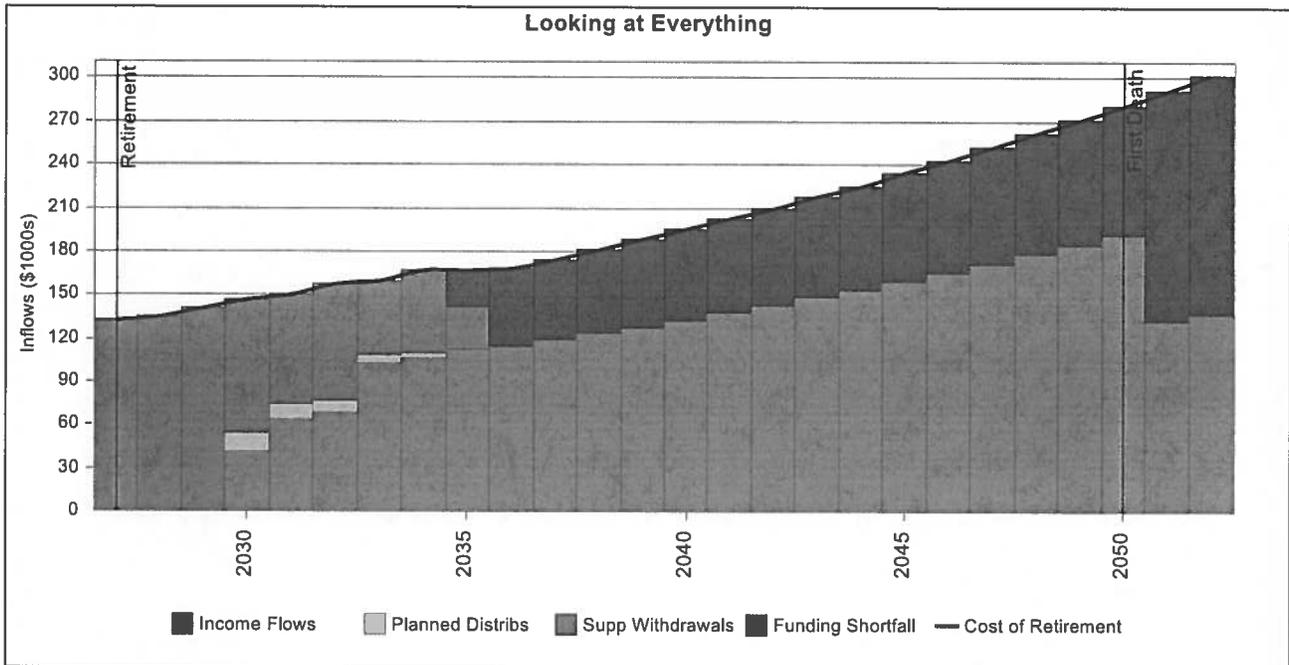
Standard Services

Regardless of which Financial Wellness Package is chosen, below are standard services your organization will receive throughout the year (not applicable to PlanWell™):

- Welcome video (first-time clients) – We will provide you with a custom welcome video to educate and excite employees about your new benefits.
- Customized flyers – Worried about marketing a training? We have you covered. We create customized flyers for each of your training programs.
- Employee Evaluation Reports – Each employee will have an opportunity to complete an evaluation form for every training. These reports help you determine employee satisfaction and needs.
- Customized new benefit announcement flyer – This customized new benefit announcement is great for first-time clients or for newly hired employees.
- Financial Health Assessment™ – This annual assessment helps you gain an insight into the financial health of your employees and is compared against future years.
- Quarterly videos – Quarterly educational videos on various financial topics to keep financial goals top of mind with your employees.
- Quarterly Activity Report – We will outline the work we have done for you and your employees each quarter.
- Annual Impact Report – This annual report outlines all activity for the year, financial health improvements, employee case highlights, ROI and more.

***Financial Plan & Plan Goals** - A written, custom-tailored financial plan is a document commonly used to help families plan for long term goals. It is similar to asking an architect to design a home. Without having a blueprint first, a family is simply estimating where to place the concrete foundation, electricity and plumbing. Although it's possible to build a home without a blueprint, it is extremely risky and can become very costly if mistakes are made. Employees that receive a written financial plan will have a formal plan of action to follow for their personal goals.

Financial plans often cost employees \$500 or more if pursued individually (outside of a group pool), bringing tremendous value to the Financial Wellness Packages. Plan goals are chapters of a financial plan. For example, an employee may want to focus on retirement and college planning in their financial plan. The Partners package would then include both goals in the plan.



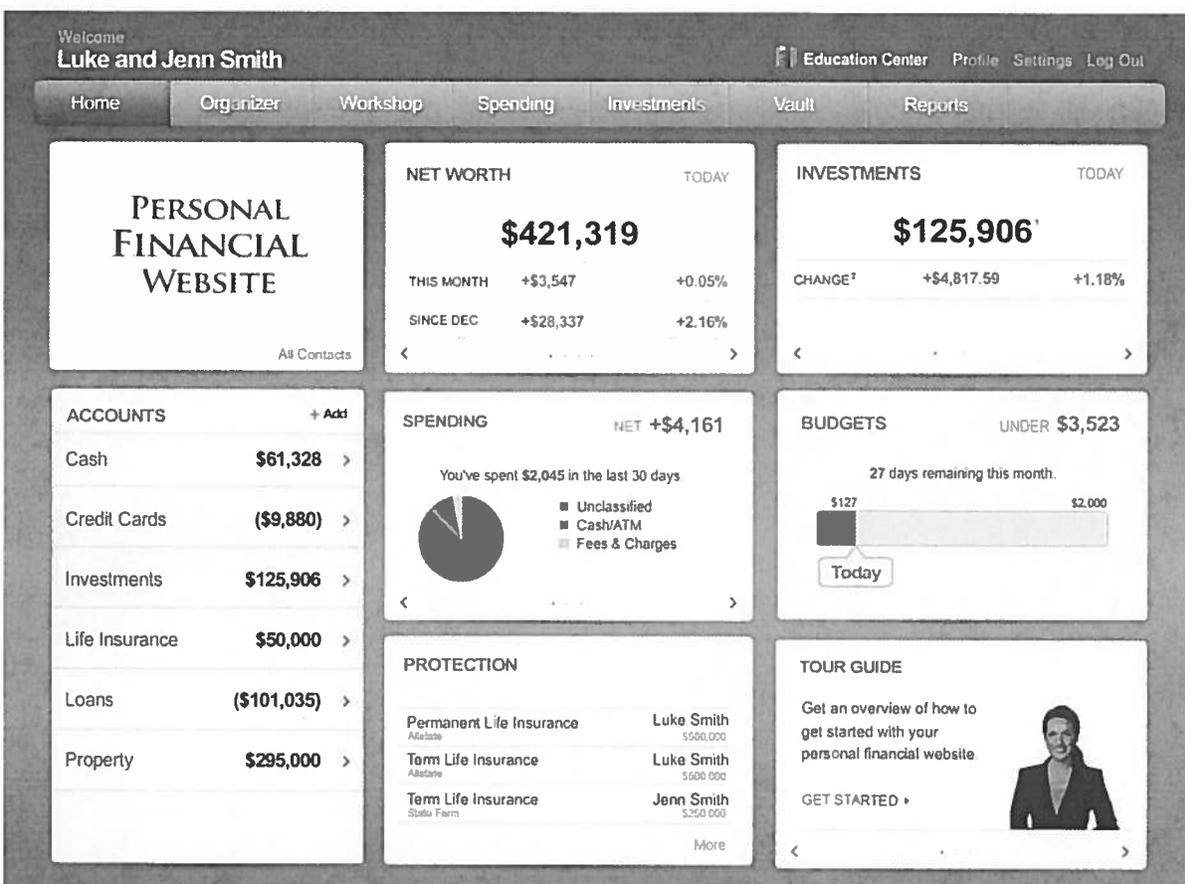
Above is an example illustrating a husband and wife who were found to have a low likelihood of retirement success based on their current 401(k) deferrals, assumed growth rates, inflation and spending. The financial plan makes recommendations for increasing the likelihood of achieving the goals of the individual employee.

Proposed Services (optional)

Key Employee Portal – Your key employees may be your key salespeople, directors or executives. Whoever you consider “key” to your company, they are likely your most valuable assets. As such, we provide an optional Key Employee Portal which can be added to any of the Financial Wellness Packages. This portal provides a way to simplify and organize their financial lives into one convenient location. The portal includes:

- Account Aggregation (IRAs, bank accounts, mortgage, credit cards, etc.)
- Spending Tracker
- Personalized Calculators
- Investment Tracker
- On-Demand Reports (great for use with attorneys, advisors, CPAs, etc.)
- Points Tracker (frequent flyer miles, rewards points, etc.)
- Insurance aggregator
- Document Vault (saves and protects wills, trusts, deeds, etc.)

This optional service comes at a fee of \$250 per key employee per year and includes a personal concierge to setup the system with each key employee. There is no minimum for this service.



Estimated Value on Investment

The following are benefits that our financial wellness programs can provide. These benefits have shown to exist within our current clients, but have also been proven in independent third-party academic research programs which are available to the public. We have *conservatively* assumed your specific cost savings based on the combined positive benefits listed below:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Reduced payroll taxes • Reduced health care costs • Increased job performance • Reduced absenteeism • Increased morale • Less turnover | <ul style="list-style-type: none"> • Improved satisfaction and use of fringe benefits • Reduced HR costs • Reduced exposure to future litigation • Acceleration of worker retirements |
|---|---|

Conservative Value on Investment Estimates

- Factors
 - Number of Employees 1,200
 - Median Annual Salary (assumed) \$50,000
 - Turnover & Training Costs (to replace an employee) \$12,500
 - Average Health Care Premium per Employee – Employer Paid \$ 6,540
 - Average Financial Health Score™ (FHS™)* 6
- Estimated Savings
 - Turnover Savings (replacement & training costs) \$ 112,500
 - Health Care Cost Savings \$ 19,620
 - Employee Productivity (varies based on FHS™) \$ 112,680
 - Tax Savings (HSA/FSA plans) \$ 5,875
 - Employee Retirement Savings \$ 78,900
 - HR Time Savings \$ 4,320
 - *Total Estimated Savings* **\$ 333,895**

This is a hypothetical example and is not representative of any specific situation. Your results may vary. All illustrated savings is based on the Masters Wellness Package.

*The Financial Health Score™ is created from a self-administered Financial Health Assessment™ that can measure an employee’s personal financial health. The average FHS™ is 5.5 on a 10-point scale. We have conservatively assumed your employees would score higher than average at 6.

How did we arrive at these assumptions?

Expenses such as **turnover and training** typically range from 25% to 200% of salary as listed above. Financial Wellness programs have been shown to increase morale, increase employee loyalty, and increase job satisfaction, which all help to decrease employee turnover. Based on our research and industry experience, employees with lower Financial Health Scores™ have been shown to be most likely to leave an employer. Our estimates combine your stated turnover rate of 15% with Financial Health Scores™ and conservative turnover cost estimates of 25% of annual salary.^{2, 3} We have very conservatively assumed a reduction in turnover of 5%, from 15% to 14.25%.

Expenses such as **health care costs** may be reduced within a Financial Wellness program mainly due to decreased stress. The American Psychological Association states that money is the number one cause of stress for Americans. It's no wonder that by decreasing financial stress, overall stress is dramatically reduced. This reduction in stress can help reduce the number of employees with depression, anxiety, ulcers, sleep troubles, migraines, and high blood pressure, thus decreasing the need for medical treatment and doctor's visits.^{4, 5} We have conservatively assumed a reduction in health care costs of 0.25%. Please also see the productivity assumptions below.

When more employees are utilizing fringe benefits such as **HSA/FSA** for health and dependent care, this increased utilization can help an employer reduce the 7.65% payroll tax. Financial Wellness programs can not only help more employees enroll, they can also help increase savings levels for existing participants. We have assumed that 5% of your workforce will enroll in an HSA/FSA at \$400 per year. We have also assumed existing employees (11%) already enrolled in the HSA/FSA increase their contributions by \$400 per year.

We have illustrated **productivity** as one of the larger potential benefits of this program. 25% of working adults reported stress from personal financial concerns in a study completed by E. Thomas Garman, a professor at Virginia Tech University⁶. These financially-stressed workers spent an average of 62.5 hours each year distracted by thoughts and behaviors related to financial stress while at work. We have conservatively assumed 12.5% of your workforce experiences this financial stress and spends 31.25 hours of work time dealing with financial matters.

Human resources departments often tasked with overseeing and assisting with benefits programs such as 401(k) plans and insurance. In turn, they are often asked questions about these programs from employees. This can place HR professionals in a precarious position between educating and advising, even if the answer isn't meant as advice. Since we cannot calculate potential legal risks, we have conservatively assumed a human resources time savings of 1 hour per month for every 10 employees at \$30 per hour. Questions may be directed to the financial wellness program instead of the HR department, saving time and potential litigation.

Approximately 78% of **pre-retirees** are not prepared for retirement⁸. Approximately 10,000 Baby Boomers retire each day, or 5.26% of all Baby Boomers each year⁹. We have conservatively assumed 2.63% of your employee population reaches retirement age each year and 39% of them are not prepared. We have assumed this group of employees will each delay retirement for 2 years at an assumed cost to your company of \$5,000 per year due to lower productivity, morale drag, and healthcare costs.

Conclusion

We believe Four Seasons Financial Education would be a tremendous asset to the overall wellness package at Galveston County. The benefits of these programs to employees are obvious, but we hope you now see the potential benefits to your organization. As an employer, you are positioned to provide this valuable benefit to not only help employees, but to help the organization's bottom line. The first step is to do what so many other successful organizations have done before you – make financial wellness a priority and allow us to show you the results. We look forward to serving you.

- *The FSFE Team*

Frequently Asked Questions

1. *What is the difference between the employer-paid program and the voluntary program?*

The employer-paid program is our traditional financial wellness program. It covers all benefit-eligible employees regardless of utilization. In turn, we discount it to account for an assumed number of employees that do not participate in wellness programs. The traditional program is best for employers that want to provide this program as a true benefit and want all employees to participate.

The voluntary program is best for employers that do not have the ability to pay for the traditional program. The voluntary program is paid in full or in part by employees on a voluntary basis. Costs for this program are then deducted through payroll. Typically, employees that see value in financial planning and financial wellness will participate, while those employees that do not understand the value (and likely need it the most) do not participate. This option shifts costs to employees and will primarily serve those employees that can afford it and see value in it.

2. *Do we pay for all employees or can we just pay for those employees that use the benefit?*

Our packages include all benefit-eligible employees. We have found that having “mutual risk” entices all parties to focus on the success of the program. For example, if no employees utilize our services, but you assumed 40% utilization, this becomes an expensive program. However, if 75% of employees utilize the program while we assumed only 40% utilization, the program becomes expensive to us. Our goal is to have enough ongoing utilization that your company reaps a healthy return on investment and continues to use our services for years to come.

3. *What is the next step if we hire Four Seasons?*

Our programs are turn-key. A member of our staff will be appointed to your company to serve as your “Relationship Manager” for the entire program. This designated Relationship Manager will help you schedule your first training program, communicate the new benefit with employees, create custom marketing materials, and be available for any questions from your company or from your employees. We realize we aren’t the only benefit you provide your employees, so we want to make ours very simple for you to use.

4. *Does this conflict with our 401(k) or group retirement plan?*

Not at all. In fact, we will work alongside your existing retirement plan professionals. We do not offer 401(k) plans or any group retirement plans, so this will simply be a supplement to your existing retirement plan benefits.

5. *Do the Four Seasons Financial Education employees sell any products?*

We sell no proprietary products. We are a fee-for-service provider.

6. *Who is RFG Advisory Group?*

Our CFP® professionals are fully registered and licensed. As such, they are regulated through government agencies. To be compensated for providing our services, we must operate through a registered investment advisor (RIA) as described in the Investment Advisor Act of 1940. Therefore, we have chosen a 100% independent RIA called RFG Advisory Group who provides us with services such as compliance. Some of our CFP® professionals do have separate financial planning practices outside of Four Seasons Financial Education (FSFE), similar to that of a doctor's practice. However, these practices are completely separate from Four Seasons Financial Education and our professionals are paid from the fees of our programs. If an employee wishes to conduct business with their CFP® beyond what is included in the financial wellness program, they may do so on their own separately from FSFE and the financial wellness program.

7. *How will we know if this program is working?*

We will provide you with quarterly reports which show how many employees are using the benefit. Although we cannot legally share any of their personal information, we can share their names and how often they are using the benefit. We will also provide you with an annual Financial Wellness Impact Report which illustrates factors such as 401(k) deferrals, HSA/FSA utilization, debt pay-down rates, improved Financial Health Scores™, etc. These reports illustrate the impact the Financial Wellness program is having on your employees. We also recommend utilizing your own internal reporting such as employee satisfaction surveys, turnover rates, accidents, etc.

8. *Are there travel costs associated with the live trainings?*

All trainings are available by live presenter without incurring travel costs if provided at one location within the contiguous United States. For more than one location, we recommend web-based trainings. If live presenters are preferred for numerous locations, the client is responsible for all travel expenses.

9. *Will the cost change if we increase or decrease our workforce?*

To keep things simple for our clients, we only change our per employee costs if the number of total employees deviates by 10% from the original number in the service agreement. If you have a workforce increase of 10% or more, you must notify us of this change. The same rule applies to workforce decreases of 10% or more. We trust that our clients will notify us as these changes occur.

Data References

¹ Based on FINRA's record of 2012 registered representatives and the CFP® Board's record of 2012 CFP® certificants in the US.

² According to the 2011 Compdata Turnover Rate Survey.

³ Replacement and training costs range from 25% to 200% of salary according to the American Management Association (2010).

⁴ Towers Perrin's annual Health Care Cost Survey states the average corporate health benefit expenditure per employee is \$7,920.

⁵ BMC Public Health surveys between 2000 and 2008 showed those employees with high stress visited general practitioners 26% more and specialists 27% more compared with those with low stress.

⁶ So-hyun Joo and E. Thomas Garman of Virginia Technical University (Personal Finances and Worker Productivity, 1998)

⁷ 2014 FSFE Employee Financial Wellness Survey. 71.89% of survey respondents have never met with an independent CFP® before.

⁸ Employee Benefit Research Institute 2015 Retirement Confidence Survey.

⁹ Washington Post. <https://www.washingtonpost.com/news/fact-checker/wp/2014/07/24/do-10000-baby-boomers-retire-every-day/>

AGENDA ITEM #6.



TEXAS-NEW MEXICO POWER

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

September 16, 2016

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

If your office would prefer to receive these notifications by e-mail, please send that request to: lyn.sekiguchi@tnmp.com and we will set this up for you.

If you have any questions, please contact Lyn Sekiguchi at 214-222-4154.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/lis

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
8305 QUARTZ LN	TEXAS CITY TX 77591	07-SEP-2016	743170
2003 BLUE QUAIL	FRIENDSWOOD TX 77546	12-SEP-2016	743339
1529 ROYAL FIELD LN	FRIENDSWOOD TX 77546	02-SEP-2016	743063
2803 BOTTIGLIA WAY	LEAGUE CITY TX 77573	07-SEP-2016	743152
2805 BOTTIGLIA WAY	LEAGUE CITY TX 77573	07-SEP-2016	743153
2807 BOTTIGLIA WAY	LEAGUE CITY TX 77573	07-SEP-2016	743154
W 1625 LEAGUE CITY PKWY	LEAGUE CITY TX 77573	07-SEP-2016	743155
2532 DAVIS PRAIRIE LN	FRIENDSWOOD TX 77546	07-SEP-2016	743162
E 2875 LEAGUE CITY	LEAGUE CITY TX 77573	08-SEP-2016	743246
W 1940 LEAGUE CITY PKWY STE 100	LEAGUE CITY TX 77573	08-SEP-2016	743261
W 1940 LEAGUE CITY PKWY STE 170	LEAGUE CITY TX 77573	08-SEP-2016	743270
3101 CALIFORNIA ST TRLR 2	DICKINSON TX 77539	09-SEP-2016	743303
2730 34TH STN UNIT OILWEL	TEXAS CITY TX 77590	07-SEP-2016	743161
3911 HIGHWAY 3	DICKINSON TX 77539	06-SEP-2016	743124
W 606 FM 517	DICKINSON TX 77539	07-SEP-2016	743159
7814 BERYL CT	TEXAS CITY TX 77591	07-SEP-2016	743160
834 3RD N AVE APT 30	TEXAS CITY TX 77590	07-SEP-2016	743160
E 103 1/2 HWY 96	LEAGUE CITY TX 77573	02-SEP-2016	743068
406 STOCKPORT DR	LEAGUE CITY TX 77573	15-SEP-2016	743521
407 OLDHAM ST	LEAGUE CITY TX 77573	15-SEP-2016	743520
2271 QUIET BLUFF LN	LEAGUE CITY TX 77573	13-SEP-2016	743364
2273 QUIET BLUFF LN	LEAGUE CITY TX 77573	13-SEP-2016	743363
2280 QUIET BLUFF LN	LEAGUE CITY TX 77573	13-SEP-2016	743362
1500 7TH ST	LEAGUE CITY TX 77573	02-SEP-2016	743062
2316 SHALLOW CREEK LN	LEAGUE CITY TX 77573	02-SEP-2016	743062
1145 BUTLER RD	FRIENDSWOOD TX 77546	02-SEP-2016	743061
1810 DALIAN ST	LEAGUE CITY TX 77573	12-SEP-2016	743343
3042 CEDAR DR	LA MARQUE TX 77568	02-SEP-2016	743060
	LA MARQUE TX 77568	13-SEP-2016	743440

AGENDA ITEM #7.



GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West, Suite 101 • Dickinson, TX 77539
(409) 935-3911 • FAX (281) 534-8437

Serving Galveston County
and the Cities of:

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

September 21, 2016

Judge Mark Henry
Galveston County Commissioners Court
722 Moody, 2nd Floor
Galveston, TX 77550

Dear Judge Henry,

Enclosed you will find a copy of the proposed FY 2017 budget for the Galveston County Emergency Communication District. This budget is for the operation of the Enhanced 9-1-1 system as well as the Regional Trunked Radio System. This budget was approved at the Board meeting held September 20, 2016. The enclosed copy is for your records.

In accordance with state law, the budget process for the District is to allow for a ministerial review by the participating jurisdictions' governing bodies with comments provided before final adoption by the District. We are soliciting input before final adoption. The jurisdictions are requested to provide comments in writing to the District office so the Board can review them before considering adoption of the budget. This process will make it unnecessary for Cities to take action to approve the budget.

We encourage your jurisdiction's input. As always, the District endeavors to provide emergency communications deserving of the occupants of Galveston County.

Respectfully,

Jack Wilkins
Co-Executive Director

JW/ksl

Enclosure: Copy of Proposed FY 2017 Budget

Galveston County Emergency Communication District

PROPOSED ANNUAL BUDGET

FY 2017



MISSION STATEMENT

THE GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT IS A WORLD CLASS PROVIDER OF ENHANCED 9-1-1 SERVICE DEDICATED TO PROVIDING AND IMPROVING A RELIABLE EMERGENCY COMMUNICATION NETWORK TO THE CITIZENS OF GALVESTON COUNTY LINKING THE PERSON(S) IN NEED TO THE RESPONDER(S) PROVIDING ASSISTANCE.

THE DISTRICT PROVIDES STATE OF THE ART EMERGENCY SERVICE RADIO COMMUNICATIONS, ENHANCED 9-1-1 TELECOMMUNICATION SERVICE, DATA BASE MAINTENANCE, CALL-TAKER EDUCATION, PUBLIC EDUCATION, AND IS DEDICATED TO MAINTAINING AN EDUCATED STAFF IN ORDER TO KEEP PACE WITH THE FAST PACED TECHNICAL ADVANCEMENTS WHICH BRING ABOUT CONTINUED CHANGES TO THE SERVICE.

VISION STATEMENT

THE GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT BOARD, STAFF AND SUPPORTING JURISDICTIONS AND AGENCIES ARE THE PATHWAY TO THE FUTURE OF EMERGENCY COMMUNICATIONS FOR GALVESTON COUNTY AND ARE COMMITTED TO MAINTAINING GALVESTON COUNTY IN THE FOREFRONT OF THE FIELD OF EMERGENCY COMMUNICATIONS.

THIS VISION IS ACCOMPLISHED THROUGH:

PARTNERSHIPS WITH VALUED ASSOCIATES;

A PROCESS OF CONTINUED IMPROVEMENTS;

A COMMITMENT TO QUALITY; AND

A COMMITMENT TO RELIABLE EMERGENCY COMMUNICATIONS.

Board Members

C. T. "Tommy" Anderson, Board Chair

30 years, Galveston County Firefighters Association

Charlie Everts, Vice-Chair

6 years, Galveston County Mayors and Councilmembers Association

Louis Decker

12 years, Galveston County Mayors and Councilmembers Association

J. L. Campbell

6 years, Galveston County Commissioners Court

Paul Hopkins, Jr.

3 year, Galveston County Commissioners Court

Non-Voting Member

Bobby DeSanto

AT&T

Staff Members

Bobby C. Wright	Executive Director	27 years
Jack R. Wilkins	Excutive Director	20 years
David S. Brinkley	Operations Technician	17 years
Shiela K. Hunt	Administrative Manager	16 years
Tim Campbell	Data Comm Specialist	6 years
Kristin Leary	Administrative Assistant	3 years

Notes to Financial Statements

Below are some details of each line item in our budget.

INCOME ACCOUNTS

RTRS Subscriber Fees

A User Fee is based on a radio unit count for users with interlocal agreements for operation on the Regional Trunked Radio System. This budgeted amount is based on approximately 4,400 radios expected to be on the system in the year 2017 at a monthly rate of \$7.50 for participating Governmental radios and \$10.00 for Non-Governmental radios and \$9.00 for non-participating Government.

9-1-1 Fees:

Wireline Fees

Local telephone companies operating in the Districts service area collect revenues. The fees are based on 3.00% of the adjusted base rate of the major service provider, ATT. The incumbent telephone companies are ATT, Verizon and Cameron. The fee schedule is as follows:

\$0.62 per month on residential service

\$1.44 per month on business service

\$2.10 per month on trunks

Also included is revenue collected from Competitive Local Exchange Carriers (CLEC's) that operate in the Districts service area. These phone companies charge the same rate as the three Incumbent Telephone Companies. There are approximately 40 CLEC's operating within Galveston County. This proposed budget does not reflect a change in the rates. VOIP providers also offer service to consumers in our service area. The fee is based on 3% of the adjusted base rate of the major service provider, ATT, if the VOIP provider can determine if their customers are business or residential. If they cannot differentiate, they should pay the \$.50 VOIP Nomadic fee.

Wireless Fees

The District receives monies passed through from the State of Texas for wireless phone service. The wireless carriers collect \$0.50 per phone, per month. The wireless per unit rate is set by the Texas Legislature. This money is sent to the State and divided among the 9-1-1 Districts, Council of Governments and Home Rule Cities according to population totals. This proposed budget does not reflect a change in the rate (Set by Legislature).

Private Switch

The District currently has one private switch agreement. This agreement is with the Texas A&M campus on Pelican Island.

Interest Income:

Interest Income - Operating

This is an estimate of the income derived from interest on the funds on deposit in our Demand Deposit Account and any TexPool funds

Interest Income - Certificates

This is an estimate of the income derived from interest on the funds held in Certificates of Deposits.

Seminar Registration – Staff

This covers the registration fees for primarily national conferences and special purpose national training sessions for Staff members.

Regional/State Business Meeting

Regional and State meetings are typically HGAC, LOG (Galveston, Harris and Montgomery Counties), Texas Chapter National Emergency Number Association, Texas APCO, Texas Emergency Management, State 9-1-1 Commission, PUC, the Texas 9-1-1 Alliance and Legislative.

Insurance

The District has insurance coverage for fire, windstorm, flood, theft, general liabilities, auto, employment practices and workers compensation as well as coverage on equipment and liability coverage at the tower sites.

Professional Memberships and Services

Some of the District employees are members of National Emergency Number Association (NENA), Association of Public Safety Communications Officials (APCO), and Motorola Trunked User Group (MTUG) . Monthly accounting services, an annual audit, monthly legal representation and participation in the Texas 9-1-1 Alliance are all included in professional services.

Public Information and Education and Dispatcher Recognition

This is primarily for promotional items that are purchased and then furnished to the public education units of Police, Fire and EMS services for their programs. In addition, the District hosts an annual appreciation event for the Galveston County dispatchers/telecommunicators in September of each year.

Communications

This includes the Administrative office telephone cost, webpage and internet access. This also includes wireless communications as well as a VOIP phone and satellite phone for emergencies.

Training Library and Seminars for Dispatchers

The District pays for PSAP employees to attend various seminars per year..

Vehicle Allowance and Mileage Reimbursement

The District owns one vehicle. District employees are asked to use personal automobiles for District business when the District owned vehicle is in use. Mileage reimbursement is based on the IRS mileage rate. This also covers fuel and maintenance on the District owned vehicle.

RTRS Facilities and Equipment Maintenance

This covers the maintenance needed to keep the tower sites operational. Each RTRS tower site has a generator. The District contracts for generator service & inspections. Each RTRS tower site also has a UPS system that is covered under a maintenance agreement. We have a maintenance agreement with Harris County that covers the majority of the infrastructure at the tower sites. This also includes air conditioning repairs and labor for repairs not covered under the maintenance agreement. RTRS transmission lines and antennas are not covered by maintenance contracts.

RTRS and Operational Contingency

Every effort is made to accurately reflect our expenses in the current budget, however this account will cover any non-budgeted expense items. If the budgeted amount is not used, it will be contributed to the reserve fund.

Tower Rent / RTRS

The District leases one tower at Ginger Rd.

Capital Additions

There are no expected capital additions planned for 2017.

Contact Information

If you have any questions about Galveston County Emergency Communication District or about this proposed budget, please feel free to contact us.

BOBBY WRIGHT EXECUTIVE DIRECTOR	JACK WILKINS EXECUTIVE DIRECTOR	SHIELA HUNT ADMINISTRATIVE MANAGER
---	---	--

Tel 409-935-3911
bobw@galco911.org

Tel 409-935-3911
jackw@galco911.org

Tel 409-935-3911
shielah@galco911.org

Company Information

Galveston County Emergency Communication District
1353 FM 646 Rd W, Suite 101
Dickinson, Texas 77539
409-935-3911
fax 281-534-8437

www.galco911.org



AGENDA ITEM #8.

Public Health in Galveston County

A Historical Recollection by the
History Council Committee of the
Galveston County Health District



ARC
PETS



Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District

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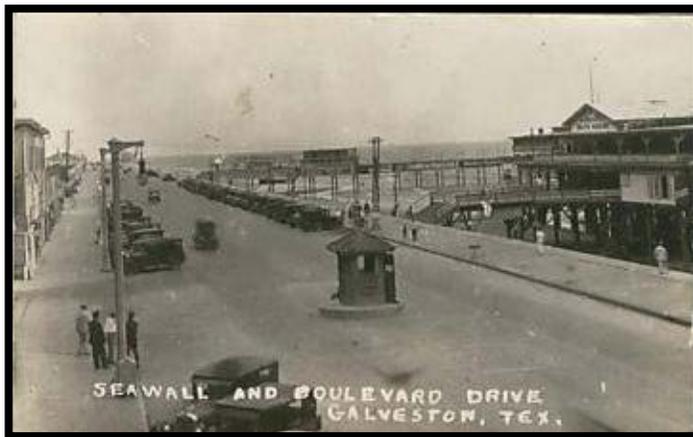
Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District

Early Years

The Galveston County Health District is the culmination of many initiatives to address local public health needs, many dating back to the founding years of Galveston County.

Texans experienced many epidemics during the nineteenth century including; Cholera, yellow fever, smallpox, dengue fever, measles, diphtheria and whooping cough. Galvestonians experienced at least nine yellow fever epidemics between 1839 and 1867 which terrified the entire community. During that time doctors did not understand the role that mosquitoes played in transmitting yellow fever. Many thought that garbage and stagnant ponds produced airborne particles that caused the disease.

In an early public health effort leaders pushed for sanitary cleanups when epidemics appeared or threatened. People began to push for the use of quarantines to prevent the spread of the disease even though a prominent local physician believed the fever was not contagious. Coastal residents became confused when these efforts did not stop the spread of the disease. During the epidemic of 1853, approximately 60 percent of the island's 5,000 residents became sick and 523 died.



Galveston Seawall
Circa 1920

In March, 1850 Galveston voters passed quarantine regulations which were strengthened in 1853. During that same year money was appropriated and the first quarantine station in Texas was built. In 1856 the Texas Legislature also authorized the creation of local quarantine regulations across the state. This action is said to be the beginning of the current Department of State Health Services.

The first Catholic hospital, St. Mary's, was opened in Galveston in April 1867. During that same year between July and November both St. Mary's and the Island City Hospital were filled to overflowing with yellow fever patients.

Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District



The strict, sometimes draconian control measures did prove effective. In 1876 there was no yellow fever in Texas despite the fact that neighboring New Orleans had an outbreak. In 1848 it was suggested that mosquitoes transmitted yellow fever which was finally proven in 1900 allowing the community to take measures stopping its spread.

During these early years between 1875 and 1881 the Galveston City Health Department was organized. Employees worked tirelessly to curtail mosquitoes, control the rat population and pick up trash. The city actually hired “rat catchers” to trap rats on the wharves and merchant ships in an attempt to control disease.

In March 1881 the Seventeenth Texas Legislature authorized the establishment of the University of Texas Medical School and decided that Texans would determine its location by popular referendum. The legislators also decided that Texas could locate the medical school in a city that was not the same as the one selected for the main campus and in an election held in September of that year 70 percent of the voters selected Galveston over Houston for the location of the medical school. The City of Galveston deeded the “Island City Hospital” to the State of Texas thus establishing the first medical school in Texas.



State Medical College – “Old Red” (foreground)
and Sealy Hospital (background)

Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District

1900 – A Mighty Storm

By 1900 the institution had graduated 259 men and six women as physicians, seventy-six men and six women as pharmacists, and fifty-four women as nurses. In 1919 it was renamed the University of Texas Medical Branch.

In September of 1900 the Great Galveston Storm struck the island which remains the nation's deadliest natural disaster ever with an estimated death toll over 6,000. With the tremendous number of corpses left on the island community leaders quickly realized they must do something to control the spread of disease. Efforts to dispose of bodies at sea were unsuccessful when many washed back to shore. Eventually large funeral pyres burned night and day to dispose of the remains.



It is estimated that more than 6,000 lost their lives to the 1900 storm, presenting a public health emergency.

Courtesy of the Rosenberg Library, Galveston, Texas

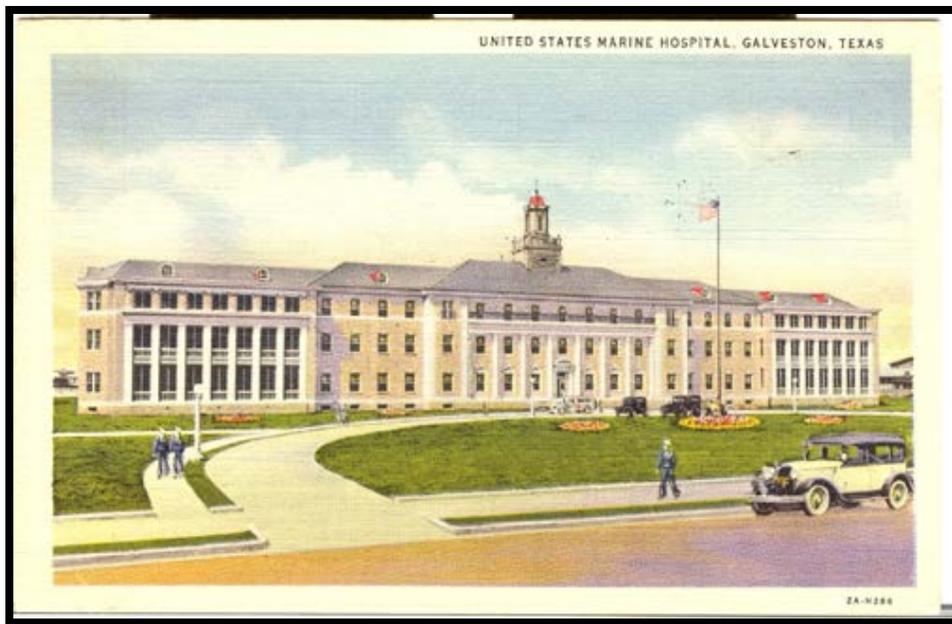
One of the leaders in addressing the health needs of the community was Jean Coventree Scrimgeour Morgan a native Galvestonian. One of her efforts was the Women's Health Protective Association founded in 1901 to help clear the debris and rebury the dead from the 1900 storm. She also advocated the establishment of a public health nursing committee which was instituted in 1919. She continued to work with the committee until 1936 when it became the Galveston Public Health Nursing Service, and she became president. The agency set up a visiting-nurse service and opened medical clinics on the east and west ends of the island for mothers and babies. (1)

Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District

Early 1900's

In the early 1900's the Galveston City Health Department's primary concerns were mosquito control, rodent control and garbage problems. In the 1940's their focus changed with some assistance from the Texas State Health Department. Services including public health nursing, food inspections and venereal disease control were conducted in the community.

Due to the presence of military installations on the island the U. S. Government announced plans to expand Galveston's John Sealy Hospital and build a Marine Hospital serving all merchant marines, veterans, longshoremen, and other special classifications. The Marine hospital complex was completed in November 1931, and operated for more than twenty years when it became a public facility in 1951.



United States
Marine Hospital,
Galveston Texas.

Courtesy of Rosenberg Library

During the hospitals remaining years it saw much growth and served many civilian cases. Locals remember it playing an instrumental role in the historical Texas City explosion of 1947. Upon closure of the facility in the 1980s, it was transferred to the County of Galveston which used the buildings to house public health offices of the Galveston County Health District and the 4C's Medical and Dental Clinics.

Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District

Galveston County Grows

During the 1940's growth was also taking place on the Galveston County mainland and the need for a public health service was recognized. Some of America's men were stationed at Camp Wallace in Hitchcock, a training center for anti-aircraft units in World War II. Soldiers were also stationed at the Hitchcock Naval Air Station for lighter-than-air craft also known as blimps. At the request of the County Commissioners Court a committee of citizens was appointed to investigate local eating establishments and businesses. This came after military leaders contemplated declaring certain eating establishments "off limits" to their men (3)

A leader of the committee, Dickinson banker Walter Hall, recognizing the economic impact such a decision would have recommended in no uncertain terms that a health department be created in Galveston County. On August 18, 1943, a budget of \$13,200 was approved for the Galveston County Health Unit which began operation on the first day of September that same year. In the beginning the unit was located in La Marque's "Old Red Brick School" building with two grades of primaries still being held upstairs.



Sailors at Camp Wallace in Hitchcock
Photo courtesy of the Genevieve Miller Hitchcock Public Library

The Mainland Cities Galveston County Health Department was supported by the State of Texas Department of Health as were services in Galveston. This remained the system for providing public health services in the county for several years to follow.

While growing in population and a framework of public health in place there still remained many challenges for providing public health through the 1940's. One early employee, Reid Martin RS remembers being known as the "Rat Man" for his efforts in controlling the

Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District

rodent population in Galveston. Due to the port and ships arriving from around the world rats were a major problem in Galveston. Some estimated that they may have outnumbered the human population by a 20:1 ratio. Issues contributing to the problem included people still having chickens and cows on property, poor refuse services, and other sanitation problems.

Health Inspectors at the time had difficult and wide ranging assignments. Besides conducting food inspections and rodent control they were also charged with enforcement of State Health and Sanitation Laws as well as local health policies. Further, they were often called to enter the local sewers and identify leaks.

The first major change came in 1957 when the City of Galveston Board of Health was formed. This board ultimately combined the separate public health activities of the Galveston City Health Department, the State of Texas Public Health Nursing Program and UTMB into one department under the direction of a single health authority for the city.

During these early years disaster related health services provided by the Galveston County Health Department were important. This was particularly true following Hurricane Carla in 1961.

Health officials notified all county residents that they should be inoculated against typhoid fever or get their booster shots after the storm. If private physicians had been the only source for the shots, they would have been too busy to take care of their sick patients. The material and equipment was provided by the health department, as were the nurses who gave the shots.

These events and others underscored the need for enhanced public health services in Galveston County through the years. In 1959, the Galveston County Health Department building located on Oak Street in La Marque was constructed.

Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District

Public Health Needs Addressed Through the Years

Dr. Louis Riley was named as the interim Director of the Galveston County- Mainland Cities Health Department from 1968 to 1971. Following the dismissal of Dr. Riley, Dr. John Reeves was named as the interim Director from 1971 to 1972. As a result of these community needs leaders decided to create the Galveston County Health District in 1971 which required state legislation. Governmental agencies comprising the District included the County of Galveston, seven cities and one water district; Texas City, La Marque, League City, Kemah, Hitchcock, Galveston, Clear Lake Shores, and WCID No. 1 of Dickinson. At that time, the City of Galveston elected not to participate in the agreement, but would hire the executive director of the District as their health authority.

A search was started to find a director for the district which would have two branches, one in Galveston and another servicing the Mainland. The two health clinics, one on Galveston Island and one on the Mainland were established in 1970 by Dr. Riley while he was the interim director.



4C's Clinic-45th and Ave M Galveston



La Marque Clinic 1985

The duties and responsibilities of the director were determined to be the following:

- Chief executive and medical officer of the Public Health District offices on the Island and Mainland
- County health officer
- Budget officer for the health district, being responsible for all budget requests submitted to the participating governmental agencies.

It was proposed that a board of health would be selected to oversee the district made up of nine members. It would include three medical doctors, one veterinarian, one dentist, one engineer, one nurse, and two citizens at large.

While negotiations continued Texas City became the first to approve the agreement on January 20, 1971. (5) Other cities on the mainland also approved the district over the next month. On February 4, 1971 members of the Galveston City Council finally approved

Public Health in Galveston County
A Historical Recollection by the History Council Committee
of the Galveston County Health District

the district on a five-to-two vote. This took place after Galveston County Judge Ray Holbrook and Commissioner Earl Llewellyn met with the council to discuss the district and the need for Galveston to join. (6) Galveston County Commissioners went on to approve the district on February 8, 1971.

Galveston County's Judge Holbrook was named the Commissioners Court representative to work with a group in selecting the nine-member Board of Health. Local physician Dr. John Reeves the previous director of the Galveston County-Mainland Cities Health Department became the acting director of the Galveston County Health District and planned a nationwide search for a permanent director. (7)

Plans began to move quickly and on March 8, 1971 architects presented plans for an expansion of the county health unit in La Marque. Proposed enlargement of the existing facilities was estimated to cost approximately \$160,000. (8)

Names of potential Board of Health members also began making the rounds of member agencies and cities. On April 5, 1971 the first Board of Health was approved and included the following: (A) Dr. John P. Reeves of Texas City, (B) Dr. Edgar Jones III of Galveston, (C) Dr. Milton Hejtmancik of Galveston, (D) Dr. Ned Dudney of League City, (E) J. Nolte, DVM, of La Marque, (F) dentist Dr. M.W. Brantford of La Marque, (G) Dave Dunn, Civil Sanitary Engineer of Texas City, (H) nurse Ruth Bender of Galveston, and Citizen at Large nominees (I) Hall Dansby of Galveston, and (J) J.B. Hayes Jr. of Kemah. (9)

In January of 1972 the new United Board of Health (UBOH) announced they had selected their first Executive Public Health Director, Dr. Walter W. Kemmerer Jr. Kemmerer had worked extensively in the NASA space program. He explained his desire to work in public health, "Most people have a common misconception that public health has something to do with public restrooms, but today there is a much broader context." (10)

Public health services provided by the District began to expand. In September 1972 the UBOH passed a two point recommendation concerning tuberculin screening for school employees in Galveston County. The board recommended that all school employees receive a skin test, and offered to provide mass screenings at school districts. The Board also announced that a venereal disease clinic would open in La Marque October 1972.

That same year the Galveston City Health Department was given a grant to fight gonorrhea which at the time was the number one venereal disease (VD). Six employees, two federal and four city/state, were hired for the VD program to find cases and conduct surveillance activities. Although the employees were located on the third floor of City Hall the VD clinic in Galveston was located at 4200 Avenue Q and operated two days a week. It was staffed by employees of the Galveston City Health Department and they were paid through the Texas Department of Health. The physicians were from the University of Texas Medical Branch Galveston and they worked part-time rotating through the clinic.

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Prior to the formation of the District air pollution control activities had been a separate department within county government since 1968 funded with federal and local funds. The District continued to establish itself as an agency for the entire community by working with city and county leaders on a myriad of programs. At the beginning of 1970 it was announced the Galveston County Health District had been awarded a \$61,445 air control grant from the Environmental Protection Agency. The Air Control Division came under the umbrella of the District in 1972.

After a brief time in existence county-wide services operated by GCHD included a full range of health and environmental activities- air and water pollution control, solid waste regulations, sanitation and sanitary regulations and animal control services, two health clinics providing medical and dental care for the medically indigent, a mass immunization program, a venereal disease control program, as well as maternity, well-baby, and TB specialty clinics. In addition rabies control services were managed for Galveston, Texas City, La Marque, and the unincorporated areas of Galveston County.

The State Legislature had previously given counties the capability of passing ordinance regulating sewage, solid waste and animal control, and in 1974 the Galveston County Commissioner's Court passed the first "On-Site Sewage Facilities Ordinance" for Galveston County. It was the first in the state of Texas and existed prior to the state taking over this program. The ordinance regulated the size of septic systems, and it also required that all homeowners get their plan approved by a sanitarian prior to having a septic system installed. After installation, the operation had to be approved and permitted by the District.



Septic System Inspection

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A significant reduction in air pollution complaints also occurred in 1975. The 372 citizen calls received by the air pollution department was the lowest figure in five years and less than half of the 789 complaints received in 1974. The county received an award from the National Association of Counties for the air control program.

Another 1975 public health highlight was the handling of a typhoid fever outbreak in the county during October. The district reported, investigated and supervised the follow up of the illness outbreak. In less than 36 hours after the first suspected case, epidemiologic investigation pointed to a Texas City restaurant as the source, and action was taken. Further investigation confirmed a local restaurant cook as the typhoid carrier. Dr. Kemmerer was the epidemiologist on this typhoid fever outbreak. He led a team of sanitarians, public health nurses and lab personnel.

The City of Galveston had an ordinance regulating milk, ice cream and soft mix and required that samples be taken monthly from trucks coming into the city to deliver milk and ice cream. The soft mix ordinance required that a sample be taken from each soft mix machine in the city and all of these samples were taken to the district's State Lab in La Marque and tested to make sure they were safe for consumption. A sanitarian from La Marque went to Galveston three Mondays out of each month to pull these samples. This program continued until the Texas Department of Health took over the milk and dairy program.

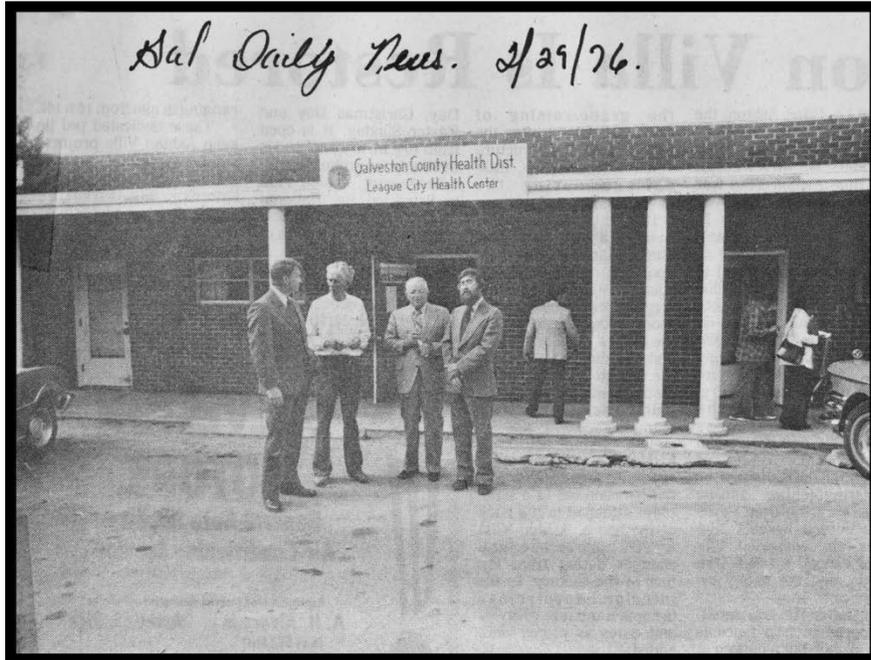
In February 1976 the United Board of Health was given the authority to pass and enforce health regulations. The UBOH approved this requiring that any proposed regulations be submitted to all contributing agencies and/or member cities for their recommendation and approval before the board could enact regulations.

One of the first regulations enacted by the board was a Food Handlers Training regulation requiring a six hour training course for food service workers. While there was some industry opposition the regulation was eventually passed. The first Food Handlers training classes were given by Health District staff at Texas City's Nessler Center.

Galveston County and El Paso County had the first mandatory Food Handler's Training Courses in Texas. The Board of Health passed other regulations addressing many public health issues. These Included a Water Well Ordinance, an On-Site Sewage Facilities Ordinance, a Swimming Pool Ordinance, a Food Service Establishment Ordinance and a Retail and Wholesale Food Store Ordinance. These regulations were later amended and updated by the Board of Health. These regulations addressed problems such as fences around swimming pools to protect children, approval of plans for construction of private water wells and septic tank systems, and registration of septic tank installers in order to work in Galveston County.

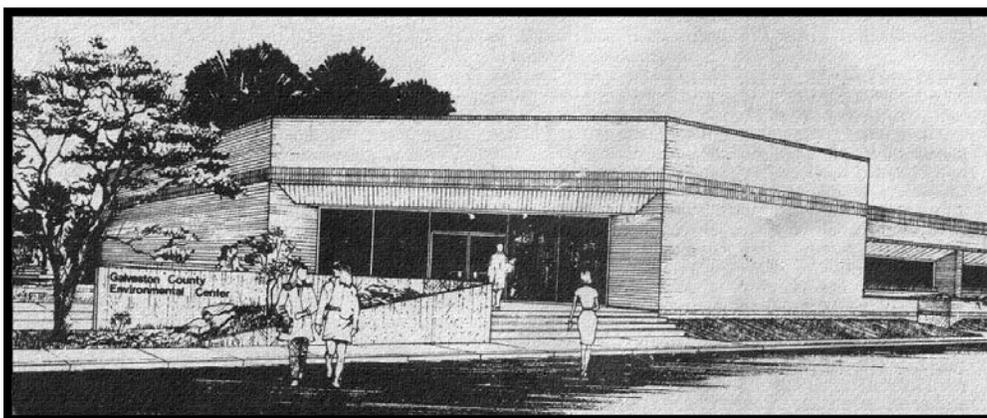
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In February '76 a satellite health center was opened in League City. The clinic offered walk-in immunizations, health card check-ups, family planning, well-child clinics and even a stop smoking clinic.



*Opening of GCHD's League City satellite health center in February 1976. Pictured above:
Paul Hopkins, Johnny Arolfo, Walter Hall and Dr. W.W. Kemmerer*

County Commissioners also approved the hiring of an architect to develop plans for a new environmental health center building in La Marque with a price tag of \$450,000. The need for the new building was stressed by members of the United Board of Health and others in the community.



*Walter & Helen Hall Environmental Health Building
La Marque*

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March 1976 saw community protests with the announced closing of the U.S. Public Health Service Hospital in Galveston. The Galveston County Commissioners Court passed a resolution opposing the closing of the hospital but balked on a local council of government's recommendation to move it to the Space Center Hospital in Clear Lake. Despite the strong community protest the hospital did close. (2)

A possible swine flu pandemic was also making news as the 1976-1977 flu season approached. Public health nurses with the district prepared to administer the shots which could be given individually or combined with the regular seasonal flu vaccine. Plans continued as a national debate on the effectiveness of the vaccine raged on. The District received the first of 7,900 doses of the vaccine in October. District officials estimated the county would need 100,000 to 115,000 doses to adequately protect residents.

In July 1976 the Galveston County United Board of Health exercised its policy making powers again by proposing a law regulating tattoo parlors in Galveston County. At the time there were no parlors in the county but a request to establish one had been received.

Groundbreaking for the District's new environmental health service building which the District started planning in 1976 took place in November 1977. The building was designed to serve as a training facility, housing for Air and Water Pollution departments, Sanitation and Animal Control Departments, and would contain a comprehensive public health bacteriological and chemical laboratory. The new building was to be built with county and U.S. Department of Labor funds and named the Walter and Helen Hall Environmental Health Building.

The new building would come at a time when progress was being made toward achieving clean air goals in Galveston County. This progress was marked by lower industrial and vehicular emissions of hydrocarbons, sulfur dioxide and particulates which produced lower levels of these pollutants in the air.

1977 was an active year for the Water Quality Control Section who conducted a countywide water pollution control and abatement program and a public drinking water system oversight and surveillance program.

In December 1977 the United Board of Health approved the tattoo policy proposed earlier. According to the District's chief sanitarian at the time it likely was the first of its kind in the nation. It required tattoo artists to pay a licensing fee and use sterile equipment or be subject to a \$200 fine. The policy was sent to city governments and County Commissioners for recommendations before a second and final reading.

The first lead poisoning program came to the Sanitation Department in the late 1970's when the Chief of Pediatrics at UTMB found a number of children with high lead levels in

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their blood. She requested that a sanitarian, Janet Greenwood, work with her on this program and visit the homes of the children and take paint scrapings from the chipping paint in their houses and submit these to the State Lab in Houston. If the paint came back with lead in it, the sanitarian put the owners of the homes on notice to scrape off the lead paint and repaint and the child could be treated for lead poisoning.

1978 started off with three Galveston County residents being diagnosed with botulism. Members of the same family had been buying damaged canned goods from a Galveston grocery store. Suspecting one of the damaged products could have been the cause of illness GCHD impounded the store's damaged goods inventory. GCHD officials requested assistance from the Centers for Disease Control and the Food and Drug Administration. (15) Following a lengthy investigation a definite source of the contamination was never identified.

In 1978, GCHD introduced a telephone service offering citizens information on a variety of medical subjects in September. The service "Tel-Med", offered information on some 250 medical topics. Residents would call an assigned telephone number and request a taped message. Tapes covered such subjects as cancer, meningitis, vasectomy, and family planning. The program was financed by a grant from the Health, Education and Welfare Department. A report given to the United Board of Health at the end of the month noted the Tel-Med program was receiving over 100 calls per day.

There was a large explosion in May 1978 at the Texas City Refinery that killed five. Many expressed concern that those near the facility may have experienced lead poisoning as a result of the explosion so the District conducted lead tests in the community. After testing 39 residents with no abnormal lead levels detected the District announced that no health threat existed. Environmental Protection Agency representatives came to the same conclusion.



*Texas City Sun photograph of May 30, 1978
explosion at the Texas City Refining facility.*

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Another hot issue in 1978 was air pollution and whether Galveston County would be considered rural, which required fewer federal regulations, or be included with Houston as an urban area. Community debate on the best possible action took place, and in July the United Board of Health took a stand and endorsed a proposal that designated Galveston County a rural county separate from Harris County for purposes of meeting federal air pollution control standards. It was the opinion of District officials that the rural designation would pose no health threat for the general population.

The Texas Water Quality Control Board reported a Dickinson Bayou fish kill in September 1978. It was determined that an increasing amount of nutrient concentrations along the bottom of the bayou along with an ongoing algal bloom caused the death of more than two million fish in August.

Talks were also taking place in 1978 between City of Galveston and Galveston County officials concerning consolidating health care services. At the time Galveston's city health department remained semi-autonomous from the county's health district. City officials were concerned that too much money was being spent on care for the poor which they deemed a county responsibility. County officials told city council members the reason the city had a health department was because in 1971, when the Health District was formed, the city was suspicious of the new district and insisted its health department remain separate from any county health functions.(16)

During this time the City of Galveston did not participate fully in the county Health District even though the county was paying nearly all of the bills and the city was handling only animal control and EMS. In particular the city had a rodent-control employee. The rodent officer regularly inspected parks and public areas, including beachfront rock areas, and put out a poison safe for use around pets and children.

January 12, 1979 the District's new Environmental Health Center which was approved in 1976 was finally dedicated. The building was named the "Walter & Helen Hall Environmental Health Center" after the Halls who were the driving force behind making sure the facility became a reality. The new building housed all environmental and sanitation personnel and included a teaching auditorium for the district's food handler's training course. A comprehensive public health laboratory allowing the district to do in-house testing for water, air, microbiology and dairy products was also included. The building was completed at a cost of \$664,000.

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Groundbreaking for the District's new Environmental Health Building in La Marque December 1, 1977. Featured speaker at the ceremony, pictured kneeling in the middle was Walter Hall whom the building was eventually named after for his efforts to make it a reality.

Others in the photo include L to R: County Commissioner Frank Carmona, County Judge Ray Holbrook, Dr. M. L. Ross board of health member, Dr. W.W. Kemmerer, health board director, La Marque Mayor Harold Choate, County Commissioner Jack Lawrence, Texas City Mayor Emmett Lowry, Mrs. Paul Hopkins representing Commissioner Paul Hopkins, County Commissioner Earl Llewellyn, Guy Wilkenson and Mrs. Mae Bruce, health board member.

At a March 1979 meeting the United Board of Health considered increasing the number of members on the board. Proposed changes would increase the board by the addition of a restaurateur and a person in the grocery business. Also included on the board would be three practicing physicians and a dentist.

July 1979 brought widespread flooding to the county following Tropical Storm Claudette which dropped over 30 inches of rain in 24 hours in the Dickinson and Clear Creek watersheds. Some of the areas that experienced major flooding included those along Dickinson Bayou, Highland Bayou and Clear Creek. It was the worst flood experienced in Galveston County since Hurricane Carla in 1961 and flooded over 500 homes in Dickinson, Friendswood, League City and Hitchcock.

The health district's public health laboratory worked to test drinking water systems to make sure water was fit for consumption. Over 45 community public water systems in the County were surveyed and cleared, where necessary by laboratory analysis.

Free Tetanus immunization clinics were quickly established for anyone cut or injured during the floods. Teams of sanitarians were sent out by the district to monitor food contamination primarily in the Friendswood, League City, Dickinson and Kemah areas. In some cases sanitarians would actually follow grocery stores to the dump and make sure contaminated food was disposed of.

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*Flooding from Tropical Storm Claudette, July 1979 in the Dickinson Bayou watershed
Photo courtesy of Galveston County Daily News*

A proposal to dispose of radioactive waste from South Carolina at Todd facilities in Galveston prompted the United Board of Health to pass a resolution at an emergency meeting in November 1979 declaring the issue a public health threat. Board members urged the State of Texas, through its governor and State Health Department to declare a moratorium on the storage of nuclear waste material generated outside Galveston County until provisions were made to transport and dispose of the material at an approved permanent disposal site elsewhere. (17)

Financial challenges faced by the District also remained newsworthy. On several occasions Health District officials appeared before Galveston County Commissioners requesting additional funding, and the consensus on whether it was needed was far from unanimous.

Attempting to deal with the budget deficit, United Board of Health members received a report that outlined work done by each department and broke it down by the man-hours spent in various cities doing everything from checking for pollution to rounding up stray dogs to testing for percolation of septic tank fields. Members declared it would be difficult to cut any services to save money and stated that they would just have to let the people who use the services decide what they could do without. Unknown what services were actually cut.

District staff was also investigating complaints about care being provided in area nursing homes in 1980. On several occasions staff from the Consumer Health department would visit the facilities after families of patients alleged inadequate care was being provided.

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The District's League City Clinic was closed in 1980 and relocated to the North County building in Dickinson. The clinic provided immunizations, blood pressure and diabetes screening for the citizens in the north end of Galveston County.

General sanitarians remained busy inspecting over 700 food establishments in the cities and unincorporated areas on the mainland. Through the year revisions of several ordinances were proposed to address public health needs including the water well ordinance, swimming pool ordinance, and the retail and wholesale food store sanitation ordinance.

Galveston County took over full financing of the Health District beginning in 1981 after a year-long study by all of the cities in the County and considerable controversy. A Memorandum of Agreement was approved by all the mainland cities, City of Galveston and Galveston County to streamline District operations and enable it to operate in a business-like fashion.

Several District offices were combined into two regional public health centers, one located in La Marque and the other in Galveston. Additionally mosquito control operations were incorporated into the Health District as a major part of its operation.

Distinguished performance in the health field earned an Achievement Award from the National Association of Counties for the Board of Health and District staff in 1981. At the annual National Association of Counties conference in July, the Achievement Award was presented on the basis of outstanding and distinguished performance for a local public health agency, innovative programs in air and water pollution, the 4C's Clinics, and for the unique accomplishment of bringing all local governments together in the Health District. (19)

As previously noted the District assumed management of the Mosquito Control District in August 1981. Heavy infestations of mosquitoes were experienced in September and October which necessitated hiring part-time operators to man the mosquito spray units 24 hours a day.

Since the City of Galveston was now a full-time member of the District there was much activity on the island during 1981. Nuisance complaints accounted for a large number of the services requested. The complaints were everything from neighborhood fights to trash and litter complaints.

The District Pollution Control Department continually investigated complaints that arrived in their office. The Galveston Channel and upper reaches of Dickinson Bayou also generated much interest in the 1980's. Pollution Control staff worked to control and eliminate a large number of fish kills in Dickinson Bayou, and to stop periodic waste oil discharge from the City of Galveston's storm drains into the channel. Because of the age

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of the city's system and uncertainties as to the actual flow path for storm water, this was an unusually difficult problem to eliminate.

Pollution Control staff worked with the Texas Parks and Wildlife and the Department of Water Resources to address water quality problems in Dickinson Bayou. (20)

Several previously mentioned proposed policies were approved by the United Board of Health in 1982. A Water Well Ordinance was passed by the Board on February 24, 1982. It was enacted to provide regulatory construction standards of private water supplies for the public and to protect water supplies from possible contamination.

A Swimming Pool Ordinance was adopted by the Board of Health on June 30, 1982 to assure that the Health District could require and enforce minimum health and sanitization standards on public and semi-public pools to protect the public from waterborne diseases. The first Certification Course for Swimming Pool Operators was held July 8, 1982. 37 pool operators were certified at the first class.

1983 marked the 15th year of the District's Air Pollution Control Program. Mr. James M. Aldridge, the first man hired into the program in 1968 would tell of the days when he almost needed a court order to gain admission to a plant or refinery for an investigation. There were many stories of industry appeals to U.S. congressman to "get them off our back."

In the early years Pollution Control was handling over 1000 investigations per year. By their fifteenth year that number had decreased to two or three hundred and the nature of the complaints had changed. Instead of addressing a general "the air stinks" type of complaint they were addressing specific incidents.

In 1983 the district's Health Promotion Program was gaining recognition. Efforts were concentrated on a Safe-Ride infant seat project and on expansion of the Tel-Med health education services. These efforts were quite successful. The program received an *Outstanding Community Health Promotion Award* from the Texas Department of Health and similar national recognition from the Department of Health and Human Services.

Board members also amended the Grocery Store and Food Establishment Policies. They made it a violation of the law for a store to sell food with expired date codes in Galveston County. The Swimming Pool Ordinance was also amended twice to address concerns expressed by hotel, motel and apartment owners.

Three public hearings were held with temporary non-profit and seasonal concessions to discuss permits or licensure of such organizations. Caterers and fruit and vegetable stands were permitted for the first time in Galveston County in 1983.

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Hurricane Alicia in August 1983 had quite an impact on the District. Mainland sanitarians pulled 53 food establishment permits and condemned more than 50 tons of food due to loss of refrigeration. Emergency procedures for Food Establishments and Water Systems were prepared and distributed to all restaurants, grocery stores and water systems as a result of Alicia.

The debris left by Hurricane Alicia impacted mosquito control operations by increasing drainage problems in many areas of the county which resulted in increased mosquito breeding areas. Spraying activities after the storm were concentrated in areas which were more heavily damaged and in the areas left without electricity.



Flagship Hotel damaged from Hurricane Alicia- August 1983

The Village of Tiki Island joined the Health District in 1984. The agreement forming the district was also rewritten to simplify the funding structure. The County of Galveston agreed to fund all the basic public health functions, and all partners agreed to allow the District to collect fees for services and members were allowed to contract with the District for services not covered under the basic public health services provided by the county.

The City of La Marque, Village of Dickinson, San Leon, Bacliff and Bayview all conducted clean-up campaigns in the spring and summer months of 1984. Environmental inspectors assisted all of them with any serious public health concerns.

Mosquito Control had another busy year in 1984. Heavy mosquito activity began in May and peaked in October. This held true along the whole Texas and Louisiana coast. There were 3,400 requests for spraying during the year.

A British tanker, the Alvenus, ran aground 11 miles off the Louisiana coast and cracked its main deck, spilling 2.8 million gallons of crude oil into the Gulf of Mexico on July 30, 1984. The large floating patch of oil flowed westward with the current into Texas, coming ashore along the Bolivar Peninsula, and into Galveston Bay. The spill affected 90% of

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Galveston's West Beach, including 80% of the Galveston seawall and the associated rock groins and pilings.

Owners of the ship, Lloyd's Leasing Ltd. Of London, accepted responsibility for the cleanup and by all accounts performed well. The last of the oil from the Alvenus spill was removed from the Seawall in Galveston by October. An Environmental Services report indicated the shore areas recovered completely, and except for the removal of hundreds of thousands of yards of oily sands, beaches were in excellent condition. (22) Despite what many called an adequate response tourism losses were estimated at \$1 million per day. Efforts to recover lost funds by some in the community were rejected by the courts. (23)

1984 ended on a sad note for the District when Director Dr. Walter W. Kemmerer suffered an untimely death in October while attending a Texas Public Health Association convention in Galveston. Kemmerer's death stunned his friends and co-workers. Shortly after his death the United Board of Health welcomed Texas City Physician, Dr. Clarence Porter as Interim Director while they started the search for a new full-time director. In order to recognize Dr. Kemmerer's contributions to the district the United Board of health renamed the offices in La Marque, the *W. W. Kemmerer, MD, MPH Community Health Center*.

Ralph D. Morris, MD, MPH was named the Health District's new director in March 1985. Morris had previously been with the Texas Department of Health in Austin and also had worked for the U.S. Public Health Service unit in Galveston.

A survey of septic tank systems in the unincorporated community of Freddieville near Hitchcock found that 84% of the systems were discharging wastewater above ground or directly to the ditches. During the year 95% of the systems were repaired. The environmental conditions in the community improved considerably as a result.

In 1986 Sanitarians assisted the Texas Department of Health and the U.S. Food and Drug Administration who were recalling canned milk that was linked with heptachlor insecticide contamination and Tylenol capsules linked to cyanide contamination. County establishments were also notified to pull milk and cheese products which were found to contain *Listeria Monocytogenes*.

GCHD sanitarians assisted the Texas Department of Health Food and Drug Division and the U.S. Food and Drug Administration in a statewide recall of suspected tainted bottles of Children's Liquid Tylenol, and Mexican style cheese from county stores and restaurants. There was a possibility the products could cause Listeriosis poisoning.

The District established an Adult Health Risk Program in '85. The program operated in conjunction with Health Promotion to assess health needs by performing a Health Risk Profile. It was a preventive health program conducted primarily on worksites in conjunction with employers.

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As part of the program Public Health nurses provided hypertension screenings any time. The service was offered at nutrition centers and shopping centers on a routine basis combined with health education and diabetic screenings yearly as needed.

Pollution Control staff worked with the City of Hitchcock addressing concerns about Highland Bayou. A gas recovery company had been discharging brine into the bayou that the city claimed was the reason for deteriorating water quality. The District agreed with the city but the company continued to discharge the brine even after the city revoked their permit. (24)

The community was very concerned about a proposed hazardous waste incineration facility near Campbell's Bayou in Texas City. If the facility ultimately gained approval the District agreed to aid the Gulf Coast Waste Disposal Authority with independent monitoring and health surveys. The incinerator was never built.

The District implemented an adolescent substance abuse program in 13 Galveston County school districts in '86. The program received a national award for excellence from the National Association of Community Health Centers in September. The program consisted of a 10 day substance abuse curriculum for teachers supplemented by Tel-Med bookmarks that listed substance abuse topics and a phone number that would allow students to listen to a recorded message. Topics included: Saying No Strategy, Cocaine, Marijuana, Alcoholism, as well as tapes on sexually transmitted diseases and pregnancy. 13,954 bookmarks were distributed to students, and school nurses together with a directory listing services available for teens in trouble.

The district's Tel-Med service received 5,239 calls in 1986. 2,383 were calls from adolescents using their bookmarks. (25)

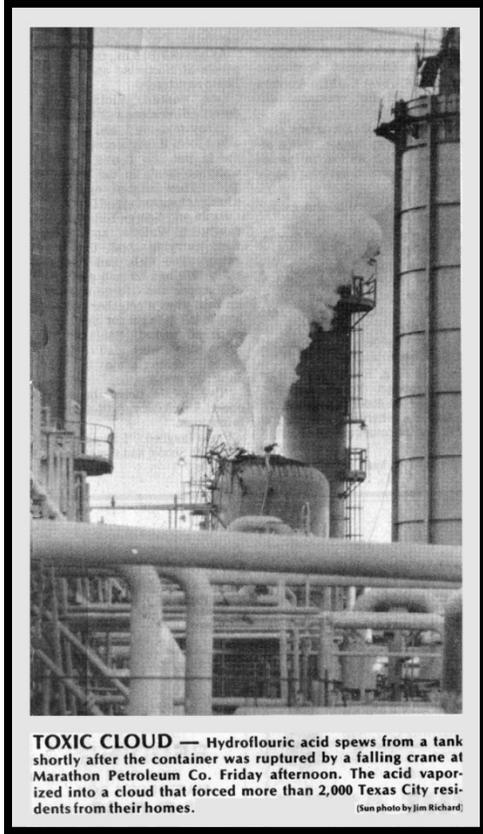
Sanitarians assisted the Galveston County Extension Agent with a county-wide fire ant bait distribution effort. GCHD provided 1,417 pounds of the insecticide to residents.

Sanitarians also assisted the Texas Department of Health and the U.S. Food and Drug Administration by checking retail outlets for recalled ice cream bon-bons and fruit nuggets after the presence of *Listeria Monocytogenes* was found in the products. They also checked for Epicure Salt, a curing salt accidentally shipped in spice racks, dried rattlesnake meat products possibly contaminated with *Salmonella Arizona* bacteria and George's Aloe Eyes eye drops contaminated with mold and bacteria.

The Pollution Control Division became an active participant in the Local Emergency Planning Committees in 1987. The two committees were established by County Judge Ray Holbrook in response to a federal law requiring states to establish planning districts and LEPC's. The requirement was part of the federal Title III (Community-Right-To-Know) of the Superfund Amendments and Reauthorization Act (SARA) of 1986. The

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LEPC's were charged with developing emergency response plans to deal with hazardous material incidents in the community.



Hydrofluoric acid spews from a tank shortly after the container was ruptured by a falling crane at Marathon Petroleum Co. October 30, 1987.

The work of the LEPC was useful on the evening of October 30, 1987 when Texas City was invaded by a plume of hydrofluoric acid vapor. An area of nearly one square mile was evacuated while the City of Texas City, refinery staff, Industrial Mutual Aid and Health District staff responded to minimize the damage to residents. Although over 850 people were treated at local emergency rooms and more than 150 were admitted, there were no fatalities.

In the incident after a crane accident at Marathon Petroleum, 40,000 pounds of acid spewed into the air. Hydrofluoric acid, strong enough to etch glass, is used as a catalyst to speed separation of hydrocarbons into lighter products, such as benzene.

1987 was a very unusual year for mosquito control. Instead of a traditional fall infestation the county experienced a spring influx that according to staff almost carried the county off. This was due to a wet spring and dry fall which resulted in a 13% increase in requests for spraying from the previous year. The increase occurred entirely in the month of June.

In 1987, the Health District took an exciting new role in helping the community understand the issues of public health and safety.

The Volunteer Services Program was established as a way to involve individuals in the delivery of services, but also as a means of making those individuals, and the general public more knowledgeable about health care, the environment, and the services the District provided. In the first year it was estimated the program realized over \$35,000 in volunteer services. (26) The program made news when the National Association of Counties chose the program to be a recipient of their 1988 NACO Achievement Award. The program was cited for its innovative approach to providing services to the county.

1988 brought some changes to the District. The community along with the rest of the country was taking a great interest in HIV/AIDS. In April the Health District began a joint project with Community Care for AIDS, Inc., a nonprofit group of citizens concerned about

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AIDS in Galveston County. The joint project, called the Galveston AIDS Program, was administered through the GCHD Volunteer Program. It focused on providing education, information and supportive assistance to persons in the county with HIV/AIDS related concerns.

GCHD was awarded a grant from the National Cancer Institute in 1988 to help prevent breast, cervical, and lung cancers. The program focused on breast and cervical cancers in Galveston African American women between the ages of 50 to 70. The program relied on "grass roots" support from the community to promote regular check-ups.

The Health District received recognition in 1988 from the National Association of Counties for, Volunteer Services in Public Health Programming.

The popular Tel-Med program was discontinued in '88 due to lack of funding. The information system had been very popular with students and teachers often seeking answers to questions about sex and drugs. Over 25,400 calls were received during the time it operated.

An employee at a restaurant in Hitchcock was confirmed as having hepatitis A which required a response from Environmental Sanitation staff. All restaurant personnel received gamma globulin shots. Public health investigators were unable to isolate the source of the infection but everything indicated the infection had not spread beyond the identified employee.

Health District employees were well prepared when Hurricane Gilbert threatened the Texas Gulf Coast September 1988. The threat allowed further evaluation of the District's disaster preparedness plan. Gilbert made landfall well south of the county causing little damage with the exception of some shoreline erosion.

The United Board of Health also stayed busy during the year. Board members amended the District's *Rules on Swimming Pool Sanitation, Rules for Private and Non-Community Water Wells, and Construction Standards for On-Site Sewerage Facilities* to comply with changes made at the state level.

A Galveston County measles outbreak ushered in 1989 prompting Health District officials to call on area residents to take more precautions. It was recommended that people vaccinated between 1955 and 1967 be revaccinated because earlier vaccines were not as effective as that which was being used at the time. Eight cases of measles were confirmed in the County, most involving preschoolers, but two school age children and a 24 year-old were also infected.

A study was conducted in the Texas City community to determine how many people were actually exposed to hydrofluoric acid during the 1987 leak. The study indicated that more than 4,000 people were exposed which was a greater number than originally expected.

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Several hundred Texas City residents were treated for exposure the night of the leak while upwards of 3,000 were evacuated from the southeast part of town. Many residents could not return to their homes for two days because of the mishap. (27)

Galveston County lost one municipality in 1989 when residents of Crystal Beach voted to disincorporate. As a result of the vote the county took control of Crystal Beach and responsibility for services previously provided by the city.

At a United Board of Health meeting in June 1989 members voted to create a full-time epidemiologist position in the District. The position was designed to help deal with disease control in Galveston County. (28) The first epidemiologist was Chuck Chambers.

Consumer Health staff took on some new duties in 1990. Representatives of the District took a leading role on the inspections of two cruise vessels docking in Galveston. The Department worked with the City of Galveston, the CDC Vessel Sanitation Program, and the Coast Guard. Health District employees worked with the ships' staff to achieve improvements and maintenance on both ships.

Local festivals and events also continued to keep Consumer Health busy. The 1990 Mardi Gras was held and eighty-nine temporary food service establishments were permitted. The Galveston Historical Foundation's Dickens on the Strand festival also kept staff busy with over 80 vendors permitted to operate food booths.

Many other festivals also were taking place including the Port Bolivar Crab Festival, Galveston's Blessing of the Shrimp Fleet, Earth Day, Galveston County Fair and Rodeo, Hitchcock Good Old Days, and Village Fair just to name a few.

There were a total of 873 temporary food permits issued in 1990. The ever increasing number of events began to take a toll on the department with educational conferences and permit approval being required for each vendor.

Environmental staff worked monitoring seafood taken from Galveston Bay in July '90 after a major oil spill occurred. They also worked closely with Texas Department of Health staff to provide information to the public on bay closures and re-openings. The Texas Department of Health did sampling and testing of shrimp, fin fish, oysters and other seafood to determine when the bay could be reopened for fishing.

A report from the new Epidemiology Department to the Board of Health revealed that the number of documented AIDS cases in the county passed the 100 mark in '90. The number of cases reported since the epidemic began increased to 102. At the time Galveston ranked sixth in the number of AIDS cases among Texas counties.

As a result of the increasing numbers of HIV/AIDS cases the District began to publicly encourage people to receive an AIDS test offered confidentially. A sign of the times the

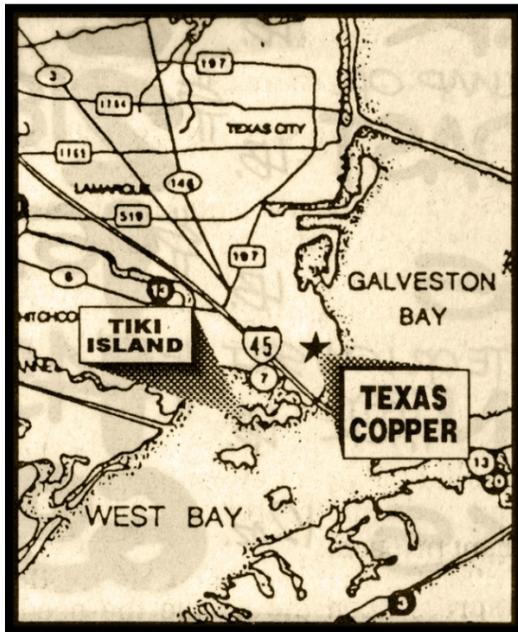
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tests were done with total anonymity. In fact people were encouraged to use an alias when getting tested.

The National Association of Counties (NACO) recognized the 4C's Clinics Perinatal Initiative with a NACO Achievement Award as a model program at their annual conference in Miami in 1990. The program was recognized for getting help and resources from the private sector, county, federal government and the University of Texas Medical Branch to expand badly needed services for family planning and perinatal care at the public clinics.

Of primary concern was the high rate of late entry into prenatal care, resulting in increased risk for both mother and infants as demonstrated by low birth weight and higher infant mortality. In just a few months, the project led to a 40 percent increase in prenatal patients seen in the clinics, a 54 percent increase in first-trimester entry to care, and a 33 percent increase in family planning users.

Pollution Control staff were dealing with a proposed copper smelting facility in Texas City. Public hearings were conducted and many residents were concerned with the impact on Galveston Bay if the facility was constructed. At the first hearing held in the Captain's Room of the Nessler Center in Texas City as many as 125 concerned and interested citizens showed up to voice opposition or support.



Map indicating locations of proposed copper smelting facility that would have been located in Texas City, 1990

In June the company proposing the smelting facility received a five year permit from the Texas Water Commission to use 23.3 million gallons of bay water a day for cooling the facility. Despite the permit the copper smelter was far from being a done deal.

The United Board of Health accepted an invitation to tour a copper smelter in Japan operated by the same company proposing the Texas City facility. Members authorized the Pollution Control Director, Dr. Ed Ibert to accept the invitation to travel to Japan. Board members decided that Health District officials needed more information about the environmental impact of existing smelters. Ultimately the proposed shelter was never constructed.

In December Health District employees collected over 700 canned goods and other food items during a Christmas food drive for the Ronald McDonald House in Galveston. The food was used to replenish the house's emergency food pantry.

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In 1991 another issue being addressed in the county was an ongoing effort to provide AIDS and STD education. To stem the trend of rising numbers county and state health officials focused much of their energy on educating young people about AIDS and other preventable diseases.

Educators from the Health District would frequently visit schools. Fifth- and sixth-graders would get poster board presentations about sexually transmitted diseases, and how to avoid them. Starting with seventh-graders students were shown slides of warts, sores and lesions and other effects of sexually transmitted diseases.

There were objections from parents in the community that the District was providing sex education. District officials countered that it was consequence education being provided and not sex education. The issue was never resolved.

A new environmental issue also landed in the news in 1991, illegal sewage discharge from an old collection system and residents septic tanks in High Island. Environmental staff determined that some of the illegal discharges had been occurring for more than 30 years.

Sewage illegally discharged into ditches and inadequate sewage collection from the areas only system resulted in standing pools of sewage. With the pools also came the potential transmission of mosquito-borne diseases including hepatitis, encephalitis and dysentery.

In addition to the problem with septic systems there also existed an old collection system connected to the High Island school district and a few other homes that were dispensing sewage through a septic tank into the marsh area surrounding the community. (30) This would become an issue that was dealt with for many years. Finally in 2010 funds became available to individuals that qualified for the installation of permitted septic systems.

At the August '91 meeting of the United Board of Health members approved a \$6.55 million budget that included a 16% increase in spending. The budget contained a request for county appropriations totaling \$5.38 million up from \$4.5 million. The \$900,000 increase was attributed to three major areas: personnel costs, indigent care and expenses. Included in the amount was \$300,000 to provide additional funds to UTMB for indigent care.

An outbreak of Hepatitis A was reported in August with 24 confirmed cases among residents in Dickinson, San Leon, Bacliff and League City. The first case resulted from a teen-age boy playing in rainwater. The boy spread the virus to another youngster who attended an area day care center. Public Health Nurses from the District visited the day care center and gave 132 vaccinations to children and workers.

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A proposal to raise the District's food service operators permit fee to \$150 from \$40 drew criticism from the industry at a UBOH meeting in September. The increase was based on a food-service evaluation survey from the Texas Department of Health that found the county Health District charged significantly less than other districts for permits. The \$40 fee had not been raised for seven years.

A representative from the Galveston Hotel-Motel Association at the time stated the proposed fee increase was too much and suggested a permit fee of \$75 be approved instead. The proposed policy also included a provision that all establishments have a state-trained food service manager on duty at all times.

Eventually a compromise was reached with the industry and the proposed policy was changed to include a three-tiered classification system that would charge \$50, \$75 and \$100 for permits, based on the amount and type of food the establishment handled. The system would take effect in 1992 with \$25 annual increases over the next two years.

The hydrofluoric acid leak which occurred four years earlier remained newsworthy as late as 1991. The Health District issued an in-depth report on December 3rd concerning the effects of exposure to hydrofluoric acid. The report was the second of three prepared by the District, and showed that some people exposed to the acid in the 1987 incident were still complaining two years later of resulting medical complications.

The principal investigator in the study found the most serious medical complications were suffered by those more highly exposed to the acid, those with pre-existing pulmonary conditions and those smoking two or more packs of cigarettes a day. 10, 811 were surveyed, 6.7 percent were heavily exposed while 51.3 percent were not exposed.

In 1991, the State Legislature passed a Nuisance Abatement Law granting more heavily populated counties the power to demolish neglected properties harboring vermin and drug addicts. In 1992, Galveston County Commissioner Wayne Johnson approached State Representative Mike Martin to amend this law to allow counties with smaller populations to pass the Nuisance Abatement Law.

The State Legislature amended the law in March 1993. Galveston County passed the law and the Environmental and Consumer Health Department was awarded this program which was also referred to as the "crack house bill" since it could be used to destroy suspected crack houses in unincorporated areas.

The Health District was eager to begin improving the community by destroying these nuisances but soon realized that demolishing a few "crack" houses would be more costly than realized under the new provisions.

Staff approached County Commissioners requesting funds for extra personnel who could devote their efforts toward implementing the crack house bill. The district sought to hire

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an additional sanitarian and a part-time clerk to handle the program. The request for funds was approved.

By 1996, the county had demolished 52 structures in the unincorporated areas. If the owner of a derelict property failed to clean up after receiving a notice, the county would demolish the building and the county's legal department would place a lien on the land to recover the demolition costs and the administrative fees.

Changes to the local food service policy first discussed in 1991 were finally approved in '92. Under the changes the district would classify businesses as having low, medium or high risk of food-borne illness outbreaks, according to the type and volume of food handled. The increase in permit fees which some of the restaurant industry opposed was also approved.

Prevention of AIDS again became a hot topic when Galveston's School Board approved a plan to distribute condoms to high school students. According to the plan a student's parents would have to approve them receiving the condoms, and the student would also have to attend an educational counseling session that would include abstinence education. Unsurprisingly this created uproar in the community. Many felt that doing this would only encourage students to have sex and increase the already high teen birth rate which at the time was higher than the national average.

The district did take a position on the subject and fully supported Galveston school official's efforts to prevent the spread of disease. The State Commissioner of Health also chimed in with an editorial in the *Galveston Daily News* which supported the program. He urged the school board to view the matter as a health issue, not as a political issue and to base their decision on facts and knowledge, not emotion. Condoms were eventually given out through the Teen Health Clinic located at Ball High and the student had to have parental consent.

1993 ushered in a new issue when UTMB proposed to take control of the Galveston County Health District if their bid to lease the Mainland Center Hospital was successful. This proposal disturbed district leaders and at least one County Commissioner. Many in the county viewed UTMB's proposal as simply a way to totally control health care in Galveston County. UTMB eventually dropped their plans to take control of the hospital and district after a study they commissioned determined it would not be a profitable or prudent move for the university.

Wastewater pits operated by a private company, Mc Ginnes Industrial Maintenance Company, south of the city of Santa Fe had residents upset in '93 who claimed they were an odor nuisance. Several residents along with La Marque's Dr. James Parker visited County Commissioners Court in an effort to get something done. County Judge Ray Holbrook wanted to hear what the district had to say about the pits since some had alleged that the district was doing nothing. Executives let the court know that countless

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visits had been made to the site, finding no odor, because shifting winds can create brief odors. Another problem was the fact the site was licensed by the state and was designed to smell. The pits and their contents were officially closed in 1994, but still exist surrounded by protective berms.



Mc Ginnes Industrial Pits

Once again the district became involved in sex education when the Santa Fe Independent School District requested input on the issue as they were considering a new policy. They were being encouraged by some residents to adopt an abstinence only policy. Representative from the district encouraged them to take a pro-active protection approach. A concern expressed by Health District officials was the spread of HIV infection among teens and teen pregnancy. A Health District nurse informed school board members that younger and younger children were seeking birth control.

AIDS remained an issue in the community and for the first time confidential HIV testing was offered at the teen health centers in Ball High School and Central Middle School. In 1993 Galveston County had:

- The sixth highest number of AIDS cases in the state
- 22.8 cases of AIDS per 100,000 residents in the county compared to 20.4 cases statewide
- 324 residents diagnosed with AIDS since 1988
- 758 reported cases of sexually transmitted diseases among 10 to 19 year olds in the county

During the summer of '93 district officials were also faced with the possibility of cutting a third of its staff and half the services offered in the La Marque clinic if it did not receive an additional \$300,000 to \$500,000 in the new county budget. There was agreement something needed to be done but no clear solution. No mass layoffs of employees ever occurred.

Childhood lead poisoning reemerged as an issue when more than 220 Galveston County children were found to have elevated blood lead levels since October 1992. About 81

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percent were in the city of Galveston and 86 percent were under five years old according to the District's epidemiologist. In Galveston an ordinance was proposed that would mandate education and lead paint abatement to help solve the problem. There was community support but many also disagreed with the need for such an ordinance.

Lead contamination forced Galveston Catholic School to ban children from their playground after testing showed it was moderately contaminated. This prompted Galveston's city manager to have all city parks, particularly those in the historic neighborhoods, tested for contamination. GISD already had plans to test all of its playgrounds and athletic fields. Health District staff found lead levels at Galveston Catholic School of 1,200 parts per million in the soil. The standard for lead in playground soil is 400 ppm by weight. This all came at the same time the city was considering the ordinance designed to ensure safe removal of lead-based paint.

After testing city parks two were closed because of lead contamination. Officials urged parents of children who had played in the park to have their children tested for lead. All of the city's 31 playgrounds, athletic fields and parks were tested for lead contamination. In November Galveston's city council approved a new lead ordinance that placed strict rules on the removal of lead-based paint from the exterior of homes.

The District also lost a program in the waning days of 1993 when the County Commissioners voted to take control of Mosquito Control away from the District. The Mosquito District which was created in 1953 by a vote of 1,200 people was transferred to the health district in 1981. Commissioners Court felt the health district was not being responsive to residents when they called demanding something be done about mosquito infestations. A United Board of Health member at the time commented, "They obviously don't know what they're getting into. And that's perfect." Responsibility for the operation was placed upon the Mosquito Control Board. The transfer has proven to be successful.

A warning against skin contact with water in Clear Creek which had been issued in '93 was lifted in early '94. Environmental Services had issued the advisory for Clear Creek upstream of State Highway 3 after fish samples were found to contain at least two cancer-causing chemicals and another chemical that had been shown to cause nervous disorders. As a result residents were told not to eat fish from the waterway and not to swim in it.

A Texas Department of Health study eventually determined the no fishing advisory should stay in place but contact with the water should not be harmful. They recognized that people using the creek for recreation might accidentally swallow small amounts of water. But, according to the state report ingesting small quantities posed no health risk.

Flu season was also hitting the county hard with a new strain H3N2 circulating in 1994. In January it was estimated there were at least 1,500 cases in Galveston County. District officials and community health nurses encouraged people in the community to receive a flu shot.

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GCHD Epidemiology released a report in February that showed 61% of the county's preschoolers did not have all of their immunizations. Officials stressed that not having a child immunized would leave them vulnerable to diseases that could be prevented.

Galveston County's immunization rate, while low, was still better than the state average which was 70% of toddlers needing at least one shot to be completely immunized. The survey of children was conducted after the health district received federal funding to study immunization rates.

The district also decided to work with a community effort to address the continuing issue, lead poisoning. During Infant Immunization Month in April free lead testing would be offered at 12 sites along with immunizations. More than 300 Galveston County children had tested positive for lead poisoning. 30% of the children testing positive were in zip code 77550 and 39% in 77553.

The district's epidemiologist reminded people that many children on the mainland should also be tested, especially those living in older houses and buildings. UTMB agreed to pick up the cost of lead testing.

In a Galveston Daily News editorial published April 8, 1994 the managing editor stated, "lead poisoning can have a terrible lifelong debilitating impact on a person. A child with moderately elevated levels of lead is six times more likely to have learning disabilities. Damage from lead poisoning is irreversible." (31)

Lead remained in the news after two men working on a downtown building suffered severe lead poisoning. At the time Galveston's mayor, Barbara Crews indicated she would like to strengthen the lead ordinance passed in 1993 to include interior sanding and painting. (32)

While education was seen as the best AIDS prevention tool it also drew criticism after a part-time HIV/AIDS educator for the district made a presentation at Texas City High School. While not on duty at the time the educator allegedly used inappropriate and vulgar language and visuals getting the prevention message across. District executive management assured the community they would work harder to be sensitive to community values but still felt strongly the only way to fight AIDS was through education.

The nuisance abatement law to deal with run-down and abandoned properties passed by the state in 1991 was enhanced in 1994. The changes increased the county's power to clean up trash-ridden lots and other property that could pose health hazards.

The law basically allowed the county to force residents to clean their property under threat of fine or even jail time. If the owners were absent, the program allowed the

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county to clean up the property and then put a lien on it to recover the cleanup cost. \$60,000 was set aside to demolish property in various areas around the county.

An ammonia leak from a Texas City chemical plant also caused problems for local residents in May with the mainland hospital treating over 750 people for exposure. In response the district considered levying fines against the company as the local representative of the Texas Natural Resource and Conservation Commission.

Mosquito control which was no longer a part of the district was drawing attention after they requested a 29% increase in funding from the county. One of the reasons given by Commissioners for removing it from the district was that the district was doing an inadequate job. Many felt that anyone including the Health District could have done a better job with 29% more funding. County Judge Ray Holbrook told mosquito control district representatives they might have to settle with a compromise. While they did receive a budget increase it was not what was originally requested.

Lead poisoning remained in the news as the county entered 1995. The District's epidemiologist released a report that showed the number of island residents poisoned by lead dropped 11 percent in 1994, the year after the city passed an ordinance to regulate lead-based paint. 227 island residents – mostly children – tested positive for lead poisoning in 1994, down from 256 cases in 1993. (36)

In April for National Public Health Week the District sponsored their first ever *Public Health Awareness Day* in Texas City. The event was also used to kick off "Shots Across Texas," a weeklong immunizations awareness program. Free activities included water testing; cholesterol screening; blood-pressure screening; pregnancy testing; educational classes with topics such as breast self-exam, food pyramid, breast feeding and fats in foods; immunizations and numerous other informational displays and booths.

Activities for children included a MASH tent, a simulated bandage station, safety identification fingerprinting, massage therapy, tours of a Life Flight helicopter, ambulance, magic and balloon clowns. Over 1,000 county residents attended the event.

The county welcomed a new County Judge in 1995, Jim Yarbrough, elected to replace Ray Holbrook who retired after 28 years as County Judge.

The county continued efforts to prevent water pollution in 1995 when the Health District applied for a \$318,000 grant to fund a three year "Nonpoint Source Pollution Prevention Project." Nonpoint source pollution is a form of water pollution that occurs when material such as animal wastes and automotive fluids are carried by rainfall runoff and ground water into adjacent surface and ground water resources.

The proposed program would create a partnership with cities, water districts, area industry, business councils and the District to sponsor a collection day for many nonpoint

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pollutants. The program would also examine the integrity of local storm sewer systems, map sanitary sewer system overflows and bring them to the attention of responsible parties. The district's request for grant funding was approved.

An unexpected crisis that could have had a public health impact arose in September 1995 when a major water line providing water to the state Highway 6 area and Galveston Island ruptured. A full-blown emergency lurked as parts of the county faced the threat of waking up without drinking water. At least one mainland community, Omega Bay, lost all water service.

Health District staff worked with county emergency management staff to bring in potable water for the affected communities. Galveston's Mayor requested that businesses shut down at noon and there was a major run on bottled water at local grocery stores. UTMB sent approximately 3,500 students and nonessential employees home in order to ensure adequate water supplies for patients. The water line was finally repaired and water service returned to normal after approximately two days.

At the December 1995 United Board of Health meeting members approved an increase in health inspection fees over the objections of representatives from the hotel and restaurant industries. The increases included a \$50 increase in health inspection fees for all establishments that served food. The fees were also hiked to \$150 for high risk establishments, \$125 for medium risk and \$100 for low risk.

The District also received a \$93,000 grant from the Environmental Protection Agency to hire two people to conduct a septic system survey aimed at reducing bacterial pollution in Dickinson Bayou. The Environmental and Consumer Health Division also received a \$46,000 Texas Natural Resources Conservation Commission grant to pay for an investigator to identify illegal dump sites and educate people about the proper disposal of waste. They also received the large nonpoint source pollution grant they had applied for in 1995.

HIV/AIDS was still a major concern in the community and a June '96 feature story in the Galveston Daily News profiled the efforts of Health District AIDS Outreach Workers. These employees funded by money from the Texas Department of Health would attend festivals and events at bars and other businesses to reach target populations.

Nearly 13 years after the first case of AIDS was reported in Galveston County, the disease was still a death sentence for those infected. Workers one day each week would head into the poorer section of the county and talk to an average of 60 to 70 people each day about prevention.

The educators would pull out condoms and demonstrate their proper use. They would also show women how female condoms worked. They would also provide education

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about abstinence and monogamy as the best ways to avoid getting HIV/AIDS and other sexually transmitted diseases.

In July '96 the District opened a clinic in Hitchcock especially for needy pregnant women and young children. The clinic dispensed education and free food vouchers to medically and financially qualified pregnant women, mothers of children less than a year old and their babies. The service was part of the District's Women, Infants and Children Program. Staff also provided immunizations and "well child" exams under the Early and Periodic Diagnosis, Screening and Treatment Program.

A vaccine preventable illness made the news in August '96 when the District reported a case of measles in a 7-month-old boy in Texas City. In response the District offered free measles vaccinations to children six months and older. The announcement came on the heels of an outbreak in neighboring Harris County that reported 12 confirmed cases.

At the time children usually received their first vaccination at one year of age and were required to have their second injection before age 12. Children receiving the free shot were still required to receive another shot after age one. The District's Epidemiologist cautioned people an outbreak was not imminent and the free vaccinations were only a prevention measure. (38)

Restaurant inspections provided by the District were also in the news after a study conducted by the Center for Science in the Public Interest determined that many states and localities did not meet standards. In a *Galveston Daily News* article it was reported the District followed guidelines established by the Texas Department of Health which were based on FDA codes. The District's Director of Environmental and Consumer Health noted that in some cases the county exceeded FDA standards. (39)

1996 was a busy year for other departments as well. 244 disease cases were investigated by the Epidemiologist. 347 elevated blood lead cases were documented, reported and investigated as appropriate.

In mid-February 1997 a mysterious red dust made the news that resulted in numerous calls to Pollution Control. People from Galveston to the Clear Lake areas reported a strange rust-colored substance on their cars. While it may have seemed strange to some it was determined by Pollution Control to be only dust. A storm that moved through the area had carried the red dust in from West Texas.

About the same time as the red dust scare the Galveston County Health District released a survey that showed county vaccination rates were below the national average. Records indicated the 67.4 percent of children had received diphtheria, tetanus and pertussis, (DTP4) oral polio vaccine (OPV3) and measles, mumps, rubella (MMR1) vaccinations by age two, and only 53.1 percent were adequately immunized with DTP4, OPV3 and MMR1 by age two.

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Health District officials used this information to encourage people to make sure their children were adequately immunized. Efforts were made since federal officials had established a goal that by age two a minimum of 90 percent of all children were to be properly immunized. Much of the problem was attributed to the lack of a universal vaccination data system.

In March the Director of Environmental and Consumer Health, Janet Greenwood, initiated a program to recognize food service providers that maintained high kitchen standards. There were about 1,500 food service establishments in Galveston County at the time and 16 of those received the first "Gold Ribbon" awards in a program that would become an annual event. County Judge Jim Yarbrough, Health District Director Dr. Ralph Morris and Director of Environmental and Consumer Health Janet Greenwood presented the awards as sanitarians, politicians, families and the media watched. This is still a well received and popular program within the food industry and was the first of its kind in Texas.

In April 1997 the District joined forces with Mainland Medical Center in rolling out a grassroots effort called *Health Quest 2000* to help Galveston County residents improve their health. The community wellness effort was based on a proven national model for healthier communities and utilized education and wellness in everyday living.

In August it was announced the Galveston County Health District was chosen as the 1997 recipient of the "Children & Healthcare Week Award" for excellence. The award given by the Association for the Care of Children's Health recognized the District's efforts to support children's public health awareness.

Water made the news in Galveston County late in '97 when a resident who lived in the far west county near Alvin on FM 517 discovered his water could be ignited with a match. Testing indicated the water did contain methane, ethane and propane. While the levels were not cause for alarm the District did issue a warning to 150 property owners in the area. They were advised to use bottled water for drinking and cooking purposes if the well water appeared milky or ignited. After testing which was conducted by the Texas Natural Resource Conservation Commission it was determined the water was safe to drink, but residents were told to avoid keeping it in an enclosed space as it could pose a safety hazard because of its combustibility. The gases naturally occurred in the geologic formations in that area and still exist today.

The Health District regularly participated in large events by inspecting food vendors and other activities, but in February 1998 Epidemiology became involved in Galveston's Mardi Gras when a parade participant was diagnosed with meningococcal disease. Many people that participated in the parade and balls at the railroad museum and a local hotel had to be contacted. This was a difficult task since Mardi Gras participants came from all over the country.

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For the 1998 Observance of National Children and Healthcare Week the District Community Health Nurses sponsored a community health fair. The fair featured a puppet show, ambulance tour, moonwalk, hand painting wall, sickle cell screening and free refreshments. Information on lead poisoning, well child exams, childhood development and immunizations was also provided.

Recognizing another public health program, tuberculosis, the Galveston County Commissioners Court proclaimed National Tuberculosis Week in the county. The number of diagnosed TB cases was steadily rising in the county. In 1994 and 1995 the incidence rate for TB was 9.7 per 100,000 persons. In 1996, the rate jumped to 16.2 per 100,000. The number of cases treated by the county was still relatively small, about 20 to 40 persons per year, but a source of concern nonetheless.

A Galveston Daily News editorial praised the District for TB prevention efforts saying, *these extra steps to correct the problem are an example of how a Health District should work to improve the overall well-being of the people in the community. (40)*

As part of National Public Health Week the Health District offered a free community CPR training course in cooperation with the American Red Cross. 30 people signed up to take the valuable training.

During Public Health Week the District also released information that indicated the county's health status compared unfavorably with that of the state and nation for 12 out of 18 indicators. Indicators included infant mortality, total mortality, motor vehicle crash deaths, work-related injury deaths, suicide, homicide, lung cancer mortality, breast cancer mortality, cardiovascular disease mortality, low birth weight, births to adolescents and air quality.

The report did contain some good news. Although Galveston County ranked higher than average in the number of cardiovascular disease deaths, the number of stroke deaths was lower than the state, and even the national, average. Likewise the reported incidence of AIDS in Galveston County was lower than the rest of Texas.

To address the low immunization rates the District planned an event to increase awareness of the need for childhood immunizations during National Immunization Week. The event held at the Texas City Community Family Center offered shots along with a coloring contest, puppet show, air walk and photographs taken with clowns and bunnies. Other events were planned at the Sam's Club in Texas City and Independent Missionary Village in Hitchcock.

The importance of vaccines not only for children but also adults was illustrated shortly after the District sponsored events when the State Department of Health reported an outbreak of rubella. Primarily in south Texas 21 cases were reported. As a result the

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Galveston County Health District advised people who had not been vaccinated against rubella to get a shot.

Continuing efforts to improve the county's immunization rates were enhanced when access to a mobile care van was acquired thanks to a partnership between Blue Cross/Blue Shield and the Galveston County Immunization Coalition. The mobile van was stationed at different locations throughout the county, targeting underserved areas such as northern Galveston County.



GCHD Community Health Nurses providing immunizations in mobile van 1998

The District also issued a public health advisory in May 1998 as a result of smoke and air pollution wafting up from the coast of Mexico and Central America. Per the advisory people with respiratory and heart diseases were advised to remain indoors. In addition the District also recommended that outdoor sporting events be postponed. During the smoke event UTMB reported a 30 percent increase in respiratory complaints.

The smoke was likely caused by forest fires. It was also partly attributed to Mexican farmers that would set fires to clear new land and stubble from cultivated land to prepare for a new growing season.

An intestinal illness outbreak that sickened at least 34 people during the same summer was linked to oysters. The county and state responded by advising people not to eat raw oysters that came from Galveston Bay and requested recalls of oysters from seafood companies receiving those oysters. Oyster beds in the bay that were identified as producing the tainted oysters were also closed.

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Tropical Storm Frances which hit the county during summer '98 prompted the District to issue health warnings to promote public health. Caution was particularly urged for those living in areas where water safety had been compromised due to flooding. Advisories were also issued to encourage food safety for items that may have spoiled after electricity was lost during the storm.

Members of the United Board of Health passed a resolution in April 1999 asking the Texas Natural Resource Conservation Commission (TNRCC) to conduct neighborhood air monitoring near four industrial plants in Texas City. This action was taken after earlier TNRCC testing found levels of hydrogen sulfide and sulfur dioxide exceeding standards. Many community members saw the levels found as a red flag that something unusual was happening.

At the time TNRCC maintained three air-monitoring stations in Texas City. The stations provided snapshot readings upwind and downwind of locations. Data that had been collected since 1986 showed a steady decline in overall industrial emissions.

Planning for emergency evacuation in the event of a hurricane made the news in May 1999 when the City of Galveston considered scrapping their program to assist special needs evacuees. There was much concern by other agencies in the community such as the Galveston Housing Authority that no one would take the responsibility if the city did away with the program. Galveston EMS still planned to assist those known special needs residents if a hurricane hit the area.

The Health District partnered with the Galveston County Local Emergency Planning Committee in June to conduct a Household Hazardous Waste Collection Day for county residents. The event was held at the Biosphere 1 Recycling center in Texas City. Residents were encouraged to bring potential hazards from their homes and dispose of them in an environmentally safe manner.

The event offered free disposal for all household hazardous wastes – drain cleaners, pesticides, herbicides, poisons, acids, paints, solvents, anti-freeze, flea and tick killers, batteries and waste automotive fluids – plus the opportunity to turn in regular recyclables. The event utilized funds received from the Texas Natural Resource Conservation Commission. Turnout for the event was much greater than expected proving the need for a permanent facility that would accept hazardous waste in the county. It was estimated that 600 vehicles showed up at the Biosphere to dispose of waste. Texas City Sun, June 6, 1999

Attention was focused on meningitis in February 2001 after a Texas City student was diagnosed with the illness. At least 30 people were given preventive antibiotics that were identified as close contacts with the student. No mass vaccination clinics were needed in the community.

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The county experienced flooding in June of 2001 which prompted GCHD officials to issue advice on how to deal with flood waters. The precautions covered water, food, environmental and medical concerns that persisted after the flood water receded. Flooding was most serious in north Galveston County.

The State of Texas requires each city to have some plan for preventing and mitigating water pollution. The requirement was being deliberated by area city councils in early 2002. Several cities contracted with the Health District beginning in the early 70's for the service which was based on the number of active water connections in each city.

The call for Galveston County Commissioner's to increase indigent care funding was addressed in April '02, but not in the manner that many were hoping. Community leaders were asking for \$12 million but received only \$1 million which would be added to the \$5 million already allocated for care by the court. County Judge James Yarbrough said the new money would be used for chronic disease management and other focused programs.

In previous action the Commissioner's slashed the eligibility guidelines for secondary and tertiary care after UTMB implemented what it called the Demand Access Management Program. Commissioner's Court had established the eligibility requirements for indigent care on the county program at 21 percent of the federal poverty limit, which at the time for a family of four equated to about a \$3,700 annual income. Restoring the eligibility to 100 percent like the committee wanted would have cost the county an additional \$8 million to \$10 million a year.

Other solutions to the problem were being sought in Austin through the Texas legislature. Members of the indigent care task force and county government lobbied state lawmakers to pass legislation that would have allowed county residents to raise the sales tax rate in Galveston County to pay for health care. While this measure passed in the House of Representatives, senators refused to bring it to the floor for debate.

The Health District announced in April '02 that they would be receiving \$390,000 in federal funds to prepare for a possible bioterrorism attack. There were six target areas that money could be used for which included; increasing the capability to spot and track disease outbreaks, improve communications and technology and fund a system for getting warnings and advisories to the public. Other possible uses included improving planning and readiness assessment, the capacity of public health laboratories, and education and training.

As a result of the sunset review the agreement forming the district which had been updated in 1984 was again being changed. Some cities worried the changes would not give them representation to insure public health services such as restaurant inspections and animal control would not be pushed aside by the indigent health care issue. GCHD's Executive Management attempted to reassure leaders that the District had always been

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able to balance public health duties with its medical obligations and expected to continue doing so.

In 2002, Dr. Ralph Morris stepped down as the Executive Director and Health Authority of the Galveston County Health District. Dr. Harlan Guidry, was named in 2003 as the Chief Executive Officer and the Health Authority to lead the Health District under the policy making United Board of Health.

Some called for making the Health District an actual county department. GCHD executive management felt that doing so would jeopardize hundreds of thousands of dollars in grant funding it received each year from the state and federal governments.

It was eventually decided that the District would remain autonomous, but the Galveston County United Board of Health would be expanded from nine to 13 members in 2003. Two new members of the board would be nominated by the cities, a privilege they did not have under the old agreement. County and Health District officials said the larger board, would better represent the public health needs of citizens along with health care needs. This remains the operating structure of GCHD today.

Current Board of Health members include:

1. Ben G. Raimer, MD, Chair, represents UTMB
2. Eric Froeschner, Vice Chair, represents Citizen-at-Large
3. Mark Sonnier, AAMS, Secretary-Treasurer, represents Interested Citizen
4. Jason Lawrence, PE, represents Engineer
5. Tim Rainey, represents Municipality
6. Steven Pratt, represents Food Service/Sales
7. John Hackbarth, DDS, represents Dentist
8. Curtis Klages, represents Veterinarian
9. Patrick McGinnis, MD,MS,MBA, represents Interested Citizen
10. Mary Jo Godinich, MD, represents Medical Society
11. Vacant, represents Mainland Center Hospital
12. Vacant, represents Nurse
13. Vacant, represents Municipality

For most of GCHD's history administrative headquarters were located in La Marque. With limited space the various program managers were located in multiple locations. That changed in 2008 when county voters approved a bond package to transform an abandoned retail store in Texas City into the new Mid-County Annex.

The District moved all program operations to the new facility in 2012 which for the first time consolidated all programs under one roof. The new facility allows for a more efficient operation.

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GCHD staff members at the new Mid County Annex groundbreaking



The Galveston County Mid-County Annex located in Texas City, Texas. Approved by voters in 2008 it has been GCHD Headquarters since 2012.

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4C's Clinics become a reality

In 1970 the Mainland Cities-Galveston County Health Department, Galveston County Commissioners Court, UTMB, and the City of Galveston Board of Health successfully completed a federal grant application to establish the Galveston County Coordinated Community Clinics (4C's). The process of obtaining the funds was initiated by Dr. Louis Riley who at the time was acting director of the Galveston County Health Department.

The federal grant application also included the signatures of Galveston County Judge Ray Holbrook, and Dr. Truman Blocker, President of the University of Texas Medical Branch. The funds were obtained in the name of the Mainland Cities – Galveston County Health Department.

When first established it was decided to place one clinic in La Marque and one in Galveston. During these years the operations of the 4C's clinic in La Marque were closely scrutinized. The original person hired to act as an administrator of the clinics for five years was terminated after a short time and eventually filed a wrongful termination suit. Many of the cities at the time also claimed that county leaders were making decisions without first consulting with them. It was a struggle to keep leaders aware of the positive benefits the clinics provided in the community to those with few resources for health care.

Despite challenges operations continued to expand with the opening of the planned second 4C's clinic in Galveston during the summer of 1972. The clinic operated out of buildings once used by the United States Public Health Service Hospital which was still in operation at the time. The clinic was located at 45th Street and Avenue M.

The District announced a new program with the University of Texas Medical Branch in February 1973. The program allowed 4C's patients to enter John Sealy Hospital on a referral basis and then return to the clinics after hospitalization. The patients were referred by 4C's physicians and their progress would be followed by these physicians while they were cared for by UTMB family medicine physicians. Family medicine doctors would be allowed to serve a rotation through the county clinics.

In addition to new services the 4C's Clinic celebrated its second anniversary in Galveston with a party in February 1974.

February of 1975 found 4C's dental staff presenting oral hygiene education to students at area elementary schools. Dental services provided in the clinics proved popular and a 4C's dental clinic was opened in September 1976 at Lasker Park in Galveston. Staffed with a dentist, dental assistant and a part-time dental hygienist the clinic provided comprehensive dental care for qualified patients of all ages.

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Services provided in the 4C's clinics were being welcomed and by the end of 1977 the clinics were providing more than 19,000 physician-patient visits and 10,300 patient-dental visits, plus 14,800 nurse and social service visits.

As time progressed the 4C's clinics entered their ninth year of operation in 1978 with full-time services provided at three sites: the La Marque Public Health Center, the Galveston Medical Clinic and the Galveston Dental Clinic. There was also a satellite clinic at the League City Health Center. There were approximately 22,700 patient visits to physicians, 9,300 to the dental department and 10,000 nurse and social service visits.

As growth and demand for services continued changes were taking place in the clinics. In November 1981 after several years of negotiations the Galveston Dental Clinic moved from temporary quarters in a small frame bungalow on Avenue Q to the former Public Health Service Dental Clinic on the same grounds as the Galveston Medical Clinic and Public Health Center. The dental clinic was on the east side of the property on 43rd, and the medical clinic on the west side facing 45th street.



4C's Dental Clinic 1407 43rd St Galveston

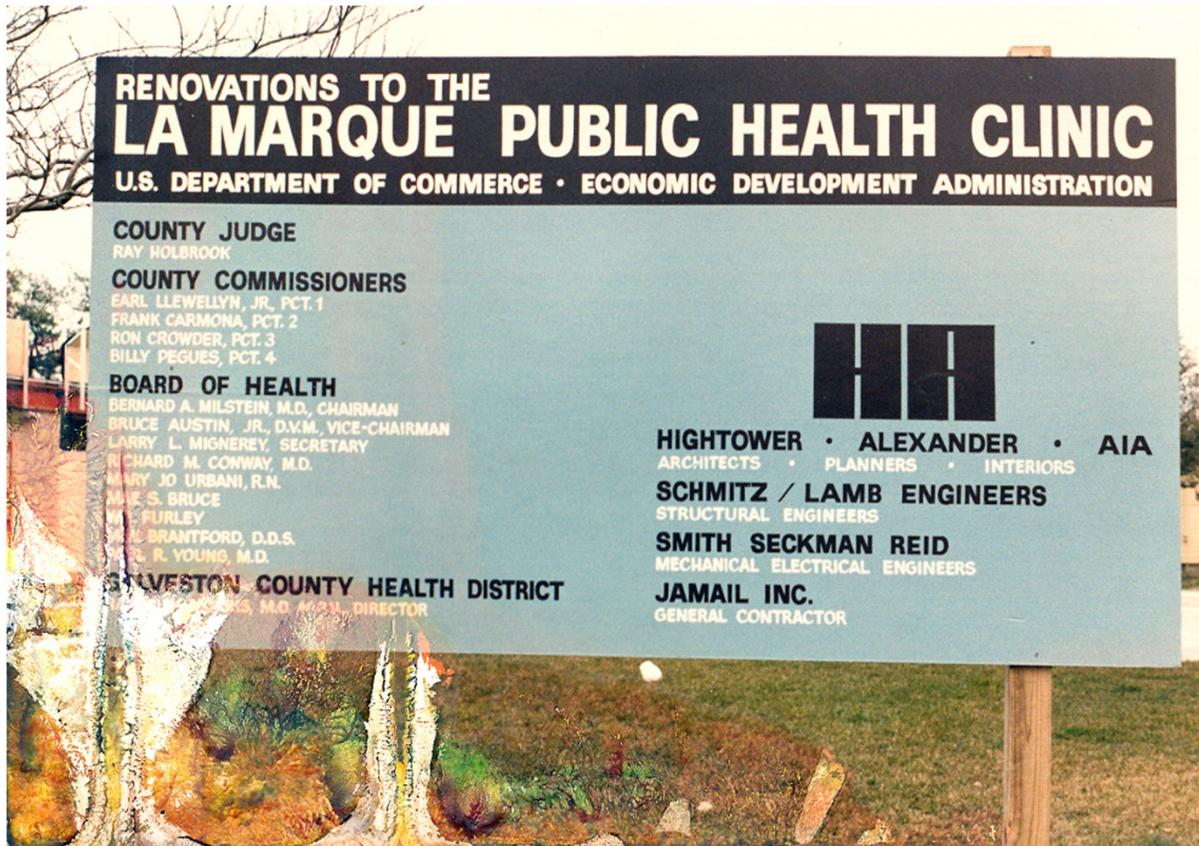
By 1984 the clinics were providing 21,536 patient visits, and 9,242 dental visits with full-time outpatient services provided at three sites – the La Marque Public Health Center, the Galveston Medical Clinic, and the Galveston Dental Clinic. Services provided included physician, laboratory, x-ray, pharmacy, dental, nutrition, adolescent counseling, limited patient transportation, and some social services.

In 1985 the 4C's Clinics continued to provide services in three locations with changes on the horizon. A major event for the clinics in 1985 was the start of a renovation of the La

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Marque Public Health Center, which housed the clinic program for the mainland. The project, costing approximately \$900,000, was funded by a grant from the Economic Development Agency of the Bureau of Commerce, funds from the County of Galveston, and funds from the U.S. public Health Service.

The renovations to the clinics were necessary as they were experiencing substantial growth in both the number of individuals using the clinics and the number of visits. During 1986 over 12,300 patients utilized the services of the clinics or about a 25% increase from the previous year. There were over 54,000 patient visits to health providers of the clinics in the same year.



The demand for clinic services first noted in 1986 continued in 1987. Numbers indicated a 48% increase over the number of patients seen in 1985, and total visits were projected at over 73,000 compared to 48,000 in '85. The increase was attributed to the economic situation in the area, increased referrals from other providers, and expansion of clinic services such as the Supplemental Feeding Program for Women, Infants, and Children (WIC), pre-natal clinic hours, and family planning services.

Entering the 1990's the clinics continued to provide comprehensive services to the medically indigent at two sites. As with most years since the clinics opened they saw the

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largest number of encounters in their history. The total number of "medical users" was 16,861 representing a 14% increase over 1989.

Challenges were experienced in dealing with the large numbers seeking services in 4C's clinics. Some of the challenges included; pharmacy overload, need for a pharmacy in Galveston, needed additional space in La Marque, and needed computer systems for clinics in order to retrieve and identify patient information.

4C's pharmacy services filled 60,273 prescriptions in 1990 compared to 49,603 in 1989. The increase in demand for pharmacy services was due in part to a cutback in prescriptions ordered at the University of Texas Medical Branch outpatient clinics.

In 1991 the 4C's clinics continued their high level of service, providing care to over 25,000 patients for a total of over 88,000 visits. This increase in demand for medical services became a hot issue in the political world. Galveston County Judge Ray Holbrook at the time stated in a guest column to the *Galveston Daily News* that the demand for equipment, expanded clinical facilities and money for treatment was Galveston County's most pressing issue for 1991.

The condition of the Galveston 4C's clinic on 45th street became an issue when the District proposed closing it due to unsafe conditions. Located in what had previously been officers' quarters for the U.S. Public Health Service Hospital the property was given to the county in 1972 when the hospital was closed. The building dated back to 1933 and was not designed to meet the needs of a public health clinic, or public health services in general. The 60-year old clinic building had been cited repeatedly over the years for fire code violations.

Members of the United Board of Health were incensed at the idea of closing the clinic which would leave the island without a community health center and approved sending a resolution to the County Commissioner's Court telling them they needed to do something to help. Commissioner's Court indicated if it became necessary to close the clinic they would recommend UTMB help furnish some space for the clinic on an interim basis until permanent quarters were found.

United Board of Health members eventually approved closing the Galveston clinic at the beginning of June 1992. Traditional public health services which were located in other buildings on the property continued on the island including immunizations, STD prevention, tuberculosis, and dental services. The decisions to close the Galveston clinic brought an outcry from the public and local news editors. An editorial in the *Galveston Daily News* stated that no amount of scrubbing could make the Galveston 4C's look clean but it was needed by the island's terminally poor.

Funding for the clinics became even more debated in the community when it was announced that assessed property values in the community had one of their biggest

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increases ever. Many including some members of the United Board of Health felt like some of the funds should have been directed toward the district to improve services offered in the 4C's clinics.

County Commissioners responded by accusing the district of not keeping them informed of needs. Some claimed they did not even know the Galveston clinic did not meet fire codes until they read it in the local newspaper. They were also angry that \$400,000 allocated previously for work on the clinic buildings was instead used to purchase computer equipment. The District's Executive Director rebutted that the computer equipment was just as needed as the improvements to facilities.

All of the debate came at a time when the 4C's clinics were seeing a tremendous increase in the demand for services. In 1992, in Galveston County:

- There were 43,000 people at or below 100% of the poverty level
- There were 74,538 at 200 percent of poverty – the district's "target" population at the time
- The number of patients seen at the clinic leaped from 9,985 in 1985 to 17,667 in 1991, a 77 percent increase
- The number of visits to the clinic increased from 48,177 in 1985 to 88,595 in 1991, an increase of 84 percent

Talks were initiated with UTMB to explore the possibility of the university providing primary care and family planning services to indigent patients in Galveston.

While talks with UTMB were taking place the United Board of Health began planning to move the Galveston clinic to the "Old Globe" at 4600 Broadway. The building had been purchased by the Galveston Housing Authority and was being renovated as a social services mall. The space on Broadway was just one of several sites considered for the clinic which included the Galvez Mall, Port Holiday Mall, and two strip centers on 61st Street near Broadway. Executive management also considered tearing down the clinic site on 45th and building a new medical-dental clinic on that county owned property.

While the debate continued about how and where to reopen an island clinic changes were also taking place in the 4Cs clinic on the mainland. During 1993 with the island clinic closed the 4Cs clinic in La Marque was experiencing an increase in the number of patients being seen. This presented a challenge since there was no room for expansion.

Officials looked for other space and found out that Texas City's Mainland Children's Partnership happened to have available space in an old retail building at Texas Avenue and 21st Street which had been rehabilitated as *The Texas City Community Family Center*. UTMB was going to occupy space for an OB/GYN clinic, and it was decided that the medical component of the 4Cs would be a good fit in the building. 4Cs dental services remained in La Marque at the Oak Street location, but later relocated to the Community Family Center when UTMB vacated space they had occupied.

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The issue of a Galveston clinic continued in 1994 when Commissioners Court set aside \$1 million to fund two years of operation of an island clinic but one still did not exist. The County Commissioners Court was waiting on the United Board of Health which was waiting on the Court.

Part of the problem in opening a new clinic in Galveston was location. A local coalition including the District, UTMB, the Harris and Eliza Kempner Fund and the Gulf Coast Center wanted to build a combination mental health clinic and primary care clinic at 45th Street and Avenue N. This location brought resistance from residents of the posh Cedar Lawn neighborhood across the street.

Other community leaders again spoke in favor of the former Globe department store building on Broadway that the Galveston Housing Authority was renovating to house social service agencies.

The clinic issue continued to simmer with new proposals being discussed. A coalition formed to devise a plan to reopen the 4C's clinic called for treatment of the county's indigent through UTMB with the eventual goal of building a primary-care and mental-health clinic on or near UTMB's campus. The coalition making the proposal included representatives from GCHD, UMTB, and The Gulf Coast Center.

As time went on the issue became not just the need for a clinic in Galveston but also the struggle to keep any 4C's clinic open. Staff was constantly letting County Commissioners know that they needed more money and were losing qualified staff to other agencies that paid a more competitive salary. Competition from UTMB for funding and staff were also blamed for the problems faced in the clinic.

UTMB was opening family medicine clinics in the county which health board members felt would take Medicaid dollars away from the 4C's clinics when they were already experiencing a financial crunch. At a special meeting the United Board of Health passed a resolution supporting negotiations with UMTB to reach a compromise. UTMB

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representatives said they could not provide any details on their future clinics and would not comment on the requested moratorium on clinic openings.

In '94 about 50,000 county residents did not have any form of health insurance. The clinics were serving about 1,400 people per week and had an annual budget of \$5 million. Funding came from a combination of federal, state and local funding with the county contributing approximately \$1.5 million.

In July it was also revealed that the District was having discussions with the Sisters of Charity of the Incarnate Word to reopen a clinic on Galveston Island to provide care to the underserved population. Sisters of Charity had been operating St. Mary's Hospital since the earliest days of Galveston but had recently put it up for sale or lease. Despite the move they wanted to maintain a presence on the island. The Health District having closed the island clinic in 1992 due to staffing and structural issues was still eager to find a way to open another clinic on the island.

The local executive director of the Galveston Housing Authority publicly stated there was a need for medical care for low and moderate income people in Galveston. He also said the housing authority would be happy to have St. Mary's open a clinic at the Island Community Center which was under consideration. The housing authority had just completed a \$5 million renovation of the Globe building with hopes of leasing space to social service agencies.

Instead of reaching some kind of compromise with UTMB, County Commissioners had another idea, negotiating a deal with UTMB to assume all of the county's indigent health care duties for a flat fee. If this happened the district would be left with pollution control, animal control and assorted other duties. Two Commissioners were assigned the task of working with UTMB. The two went so far as to ask UTMB officials to study taking over the 4C's clinics.

After negotiations and many meetings it appeared an agreement was reached that would allow UTMB to run the 4C's clinics. GCHD and UTMB were to split responsibilities. The district would maintain responsibility for pollution control, sanitation, animal control, vital statistics, epidemiology, tuberculosis control and administration. All other services including indigent care, and care in the 4Cs clinics would be performed by UTMB.

At the time the district's total annual budget was \$5.45 million, made up of federal and state grants, plus county funds. The money was to be divided between GCHD and UTMB based on departmental responsibilities.

Almost immediately after it appeared the agreement was reached the district learned a nearly \$1 million Medicaid windfall would enable them to decline the UTMB bid to take over the clinics. Executive management credited new computer equipment that allowed employees to file accurate reports for allowing access to the federal funds.

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County Commissioners heard from a host of citizens that urged caution on the issue. Many were 4C's employees disturbed by the possibility of working for UTMB despite the likelihood of better salaries and benefits. Many expressed the feeling that they did not get involved in public health for money but instead to help people. They felt if UTMB assumed control of operations things would change and not for the positive. Commissioners voted to delay any decision until more study could be completed.

Encouraged by the windfall, members of the Galveston County United Board of Health voted unanimously to delay any UTMB takeover of the 4C's clinics. However it would take a vote of the County Commissioners, and there appeared to be some that felt like a UTMB takeover might still be in the best interest of the residents.

Galveston County Judge Ray Holbrook at the time stated there was strong support on the Commissioners Court to work with UTMB. (33) As time progressed it appeared that despite the financial windfall Commissioners would turn the clinics over to the University system.

In a surprise to many, operations of the clinics did not fall into UTMB's hands when the Commissioners met in September. The court postponed action on the matter until many lingering questions about the proposed deal could be answered. (35) Commissioners directed their legal department to come up with a detailed contract that would include input from UTMB and the Health District. What seemed to be a done deal now appeared to be months away from being finalized. Ultimately UTMB never did gain any control over Health District functions.

At the same meeting the previously mentioned clinic collaboration between the District and the Sisters of Charity of the Incarnate Word was also discussed. The Sisters proposed to lease property for the clinic to use rent free and to supply part of the cost of operating for five years. The County 4C's clinic would supply the equipment and most of the personnel and also seek funds from the county.

Plans for the new Galveston Clinic moved forward with an effective date of May 1, 1996.

The new Galveston Clinic a partnership between the Galveston County Health District and the Sisters of Charity became a reality. After having taken occupancy of the building, formerly occupied by the Globe Corporation's retail center in May an official opening was conducted on August 30, 1996. The clinic offered a full range of family medical services.

In a *Galveston Daily News* editorial the opening of the Galveston clinic was called a significant event because of the low-cost health care it would provide.

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Galveston's Island Community Center, location of GCHD's Island Coastal Health & Wellness Clinic, formally known as 4 C's, since 1996.

While the district vacated the site on 45th Street the buildings did not go unused. A local non-profit organization serving children and women in crisis obtained the buildings to be used for transitional housing.

The National Association of Community Health Centers presented an achievement award to the District in '98 for addressing the delivery of quality healthcare to underserved Americans through the 4C's clinics.

Indigent medical care remained a problem for Galveston County in 1999. The County and the University of Texas Medical Branch entered into a temporary arrangement which provided care to patients that could not afford it which had an impact on the 4Cs clinics. At the time Galveston County was paying UTMB for indigent hospital care and was concerned they would be asked to pay more as the University struggled to get a grip on indigent care costs that were spiraling out of control.

To address problems with indigent care UTMB was retooling their entire system for providing care to indigent patients requiring them to pay more, more often and also pay for prescriptions. They also instituted a twelve dollar co-pay for all emergency room visits, and started refusing emergency-room transfers of indigent patients from other hospitals.

The changes were to take place at the beginning of April but were delayed due to ongoing negotiations. Once the changes were implemented patients who qualified for indigent health care had to follow certain procedures to access care:

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- First they had to visit one of the 4C's clinics in Texas City or Galveston for an initial screening process which was to be repeated every six months
- Patients had to obtain a health care card from the clinics
- Doctor visits for non-emergency care had to be provided in the county clinics
- To access care at UTMB a doctor's referral was needed
- Patients arriving at UTMB without a card or referral were turned away
- County Social Services would work with patients that did not qualify for indigent care

County officials estimated the changes would send an additional 12,000 patients to the 4C's clinics in Galveston and Texas City. To qualify for specialty care at the university county residents had to live at or below federal poverty guidelines. At the time it meant a family of four earning more than \$16,000 year would be ineligible for indigent care.

The changes made by UTMB earlier in the year concerning indigent health care became costly as more and more patients were showing up at 4C's clinics. County Commissioners began to realize that more money would be needed if the clinics were going to meet the demand. There were also concerns about administering the indigent care program that would screen residents to make sure they were 100% of federal poverty before referring them to UTMB for specialty care.

Due to the ongoing crisis of providing indigent care Health District officials started working with others to explore what, if any, options existed that could then address the issue. They settled on a cooperative plan based on a health care model from Florida known as Hillsboro HealthCare. The program would use a quarter-cent sales tax to provide care to those who did not have other health insurance. Recipients would pay for care on an income based sliding fee scale. The program never became a reality.

Good news was announced by the District in December 1999 when the 4C's clinics gained accreditation from the Joint Commission on Accreditation of Healthcare Organizations. This was the first attempt made to gain this prestigious recognition.

While area cities were concerned with pollution services Galveston County Commissioners were dealing with the ongoing issue of indigent health care and part of the process was a sunset review of GCHD operations. (44) The Health District fulfilled its duties but was concerned that indigent health care needs would eventually overshadow its public health services.

At the time it was estimated there were 80,000 uninsured or underinsured residents in Galveston County. Some committee members felt the most pressing needs was finding more funding for indigent health care. There were organized community marches to put pressure on the Commissioners Court to increase the county's contribution to indigent care by \$12 million a year.

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GCHD's 4C's clinic in Texas City made the news in a rather unusual way in March 2002 when it was evacuated due to a chemical spill. A machine being used to develop X-rays overflowed, spilling film-processing chemicals in the building. One office worker was taken to a local hospital. Contractors were called in to clean up the spill, and the Texas City Fire Department's Hazardous Materials team monitored the situation.

Today services are still provided at clinics in Galveston and Texas City. All county residents can access care in the clinics, and indigent primary care is also provided to those who qualify and meet income requirements. Those qualifying for the Galveston County Indigent Health Care Program needing specialized hospital care must receive a referral through the 4Cs clinics.

The clinics Governing Board took action in November 2011 and voted to change the name from 4Cs to Coastal Health & Wellness. This action occurred in anticipation of a move to a new clinic facility in Texas City which county voters approved in 2008. The name change was approved along with strategies and goals to keep existing patients, improve the public image and community perceptions of the new Coastal Health & Wellness and to manage organizational change effectively.

The new clinic was constructed for a larger capacity allowing Coastal Health & Wellness to serve more local residents. The clinic is located in the former Wal Mart building in the Mainland Mall area located on Emmett F. Lowry Expressway in Texas City.



The new Coastal Health & Wellness Clinic located in the Galveston County Mid-County Annex in Texas City.

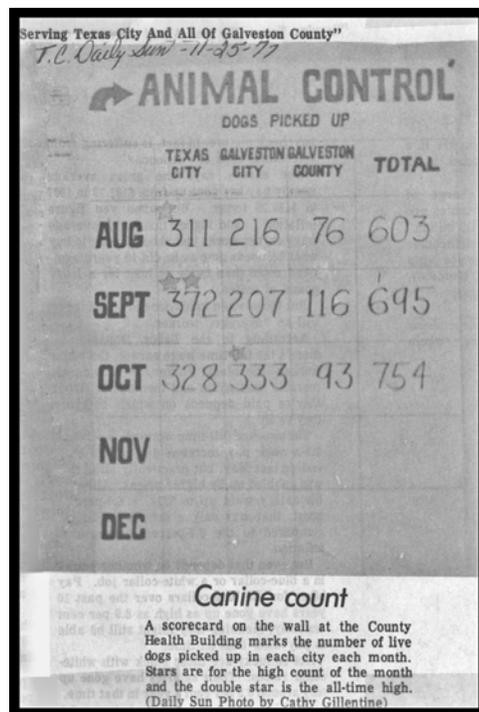
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Animal Services

Animal control has been a concern among Galveston County residents and leaders for many years. As early as 1956 there was one animal control officer assigned to cover all unincorporated areas of the county. Eventually this was upgraded and there were two officers that provided services using their own trucks. During these years the county "pound" was located in Dickinson. There were many complaints as the facility consisted of ten wire cages stacked on top of each other for animal storage.

Mainland communities were also dealing with the challenges posed by animal control. Hitchcock put dogs in an old jail cell, and La Marque had outside uncovered animal pens. Texas City maintained its' own animal control department, but it was supervised by the County Health Department, and had its own pound which was the best in the area if for no other reason than it was covered.

The local SPCA raised concerns about the practices and cited the fact that people were taking animals to the local dump and using them for target practice rather than taking them to the county. In response the county signed a contract with the SPCA in San Leon to take animals from the unincorporated areas of Galveston County, La Marque, Dickinson and Hitchcock.



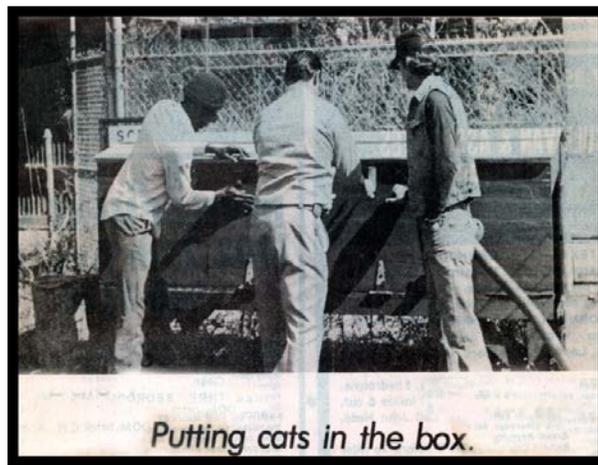
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The agreement continued for many years with the District providing animal control officers for a large part of the county. The district would provide field services but a contract with the SPCA in San Leon was still in place to house animals. Many in the community felt like the shelter was inadequate and calls for improvements began to be heard. According to a report in the February 5, 1975 Texas City Daily Sun the SPCA planned to request a \$10,000 increase from County Commissioners to improve services.



SPCA Offices located in San Leon area, Date Unknown

Animal services remained newsworthy with reports of rabies becoming more prevalent in surrounding counties so the District proposed a new Animal Control Policy that would provide strong controls over animal owners and all commercial animal establishments. The ability to pass such policies had been given to the United Board of Health in 1976. The UBOH approved this requiring that any proposed regulations be submitted to all contributing agencies and/or member cities for their recommendation and approval before the board could enact the regulations. Other regulations pertained to the number of animals allowed per house or apartment, the legality of keeping wild or non-indigenous animals and there were rules to identify, register and control vicious animals.



Courtesy of Texas City Sun

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of the Galveston County Health District

The United Board of Health adopted a more stringent Animal Control Policy in 1981. This action was taken after seven confirmed cases of rabies in skunks and bats were detected in the county. Board of Health members addressed the policy by twice amending it in 1983. The first amendment redefined a kennel and the requirement to obtain a permit for a kennel. The second amendment exempted wild or exotic animals which were not dangerous to human beings.

The district's vicious animal regulations received national, state and local attention in 1987. As a result Texas House Bill 571 passed during the legislative session relating to the creation of an offense for owning or keeping a vicious dog, and provided for the destruction of certain dogs. The law was successfully enforced in Galveston County. United Board of Health members also amended the Districts *Rules for Animal Control* to reflect new state laws. 313 animal bites were reported in 1988 down from 370 in '87. The decrease was attributed to the stiffer regulations.

The Animal Shelter Act amended in 1989, required shelters to separate all animals by species, sex and size. This meant many of the cities would have to modify their existing shelters. It was proposed that a new centralized animal shelter be constructed that would serve multiple communities. The cost of a centralized shelter would be split by the county and the five cities most likely to use it: Texas City, La Marque, Santa Fe, Dickinson and Hitchcock. Their portions were to be split according to population.

United Board of Health members voted to pass along a proposition to County Commissioners in 1990 for the construction of a \$300,000 centralized animal shelter. The proposition was passed along partly due to the fact the State had recently set tougher regulations for animal shelters.

The plans for the new animal shelter suffered a setback in '91 when the facilities architect passed away. The Director of Environmental Services estimated construction kick-off was at least 30 days behind schedule. Despite the setback, the 4,080-square-foot shelter to be located in Texas City on Loop 197N was still scheduled to be open by January 1992, and house up to 5,600 animals per year.

While anticipation for the new shelter was high it suffered another setback when Galveston County Commissioners voted to reject all bids and start over. Commissioners had previously approved a \$300,000 shelter but construction estimates came in exceeding \$500,000.

The architect who designed the proposed shelter defended the cost stating it was more than just a doghouse but instead a large facility designed to operate efficiently with only three people. He pointed out to Commissioners that the shelter was designed to hold up to 80 animals with special rooms for puppies, cats, sick animals and provide space for grooming.

Public Health in Galveston County
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The new Galveston County Animal Shelter finally became a reality when it opened in January 1993. The County Commissioners named the building "The Joe Vickery R.S. Animal Shelter" in honor of Joe Vickery, Director of Environmental and Consumer Health. Mr. Vickery and Guy Wilkinson worked for over 20 years to bring the County and cities together on this project. The shelter cost was \$558,325. The County agreed to fund 50% of the cost of the building and operations of the shelter with the cities contributing the remaining 50% according to population.

The new facility contained 40 cages, including eight set aside for quarantine. It also included an examining room for a veterinarian and a special room where the euthanasia of animals would be handled by two different methods.

The District's Animal Shelter Director, Shirley Tinnen made the news in early 1997 when she participated in a state program that dropped rabies serum from an airplane in south Texas. The state conducted the program after two confirmed human cases of rabies in 1996. The effort was conducted to stop the spread of rabies throughout the state.

In May '98 Animal Control was in the news when a judge ordered a La Marque man to surrender his African Rhodesian Ridgeback to the District. While the owner claimed the animal was a docile pet others claimed the dog was a vicious animal that terrorized the neighborhood and postal workers. After an appeals process the animal was euthanized.

Animal Control remained in the news when 17 Pit Bulldogs were removed from a Dickinson residence during a drug raid in April 1999. All of the animals displayed signs that they had been trained as fighting dogs. Many had scars from past fights. Along with the canines other animals taken during the raid included a beagle, a rabbit and a Cayman alligator. The search also netted 68 pounds of marijuana seized by the Galveston County Sheriff's Department. The bulldogs were eventually euthanized by court order.
(41)

An unfortunate operations error kept Animal services in the public's eye after staff humanely euthanized a dog that a family had selected to adopt for their child. After visiting the facility the family went home to make sure their yard was secure before bringing the puppy home. After returning to the shelter they discovered that staff had euthanized the animal.

Staff agreed the situation was not handled properly and had to field calls from angry local residents that found out about the euthanized animal. There was a call by some that animal services be turned over to a private company. This idea was rejected, but staff did pledge to make improvements in procedures at the shelter facility.

As a result of the incident The Galveston County Daily News published a feature story on the shelter. District officials pointed out that in 1999 more than 7,000 dogs and cats

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were taken in at the shelter, and only about 650 were reclaimed by owners, 340 taken to new homes, and more than 5,000 were euthanized.

In the story it was stressed that while not a perfect situation animals not claimed or adopted had to be euthanized in order to make room for additional animals. The problem was not the shelter, but instead that many pet owners were not responsible and properly caring for their animals.

Animal Services reappeared in the news after animal control officers came back from a call in Crystal Beach with a 200 pound cougar. The animal, owned by a Houston woman, bit its owner who decided she would rather not keep the large cat and called the Sheriff's office for help, who in turn called Animal Control. After a 30-day quarantine a new facility was found to care for the animal. Texas City Sun, June, 5, 1999

Through time providing quality animal control services has remained challenging and a responsibility that continues to grow with a growing human population. The Health District has worked with multiple animal welfare groups to increase the volunteer support at the shelter, and to improve services. Additional outreach has also been initiated to increase the live release rate at the ARC. An Animal Advisory Council with diversified community representation was also formed that helps guide the district in efforts to improve services.

Most importantly in November of 2008 voters approved a county bond proposal that included construction of a new Animal Resource Center. Animal services moved in to the new Galveston County Animal Resource Center in 2011. Construction of the center began in early 2011 and was completed in November 2011. A grand opening celebration occurred on November 28, 2011 in front of a large crowd of supporters listening to remarks from many dignitaries in the area. Construction costs were estimated at 5 million dollars for this 15,000 square foot state of the art pet adoption facility. Shortly after the grand opening, allegations of animal abuse at the center led to public outcry and protestors picketing during an open house at the animal resource center. Eventually, the animal abuse charges were not substantiated and the center has seen amazing improvements in live animal adoptions through the hard work of staff, the incredible volunteers and the wonderful partnerships with animal rescue groups. Information about animals available for adoption is broadcast on Facebook, you tube, twitter, GCHD's website and the Galveston County Daily News.



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The Trouble with Pits

The Galveston County Health District has dealt with many environmental issues through the years, perhaps none as complicated and drawn out as that surrounding the M.O.T.C.O. waste pits located at the Texas City Wye in La Marque.

The pits were first excavated to provide soil for the construction of U.S. Highway 75. After their use for soil was no longer needed U.T. Alexander purchased the site in 1959 for the purpose of recycling styrene tars generated by local industry.

The recycling operation was abandoned in 1961 because of flooding from Hurricane Carla. The pits on the site were then used for disposal of industrial petro-chemical wastes. In 1963 the ownership of the pits was transferred to a Texas corporation, and later in 1964 the site was permitted as a disposal facility by the State of Texas which continued to operate until 1968.

In later years others continued to dump a variety of hazardous chemical waste in the pits. Some of the material included styrene tars, vinyl chloride bottoms, spent acids, and mercury. GCHD Director Dr. W. W. Kemmerer was reported as saying, "This problem is the pits!" The Health District with others in the community struggled to find a solution that would rid the community of the noxious pits which at the time were abandoned.

By 1979 the pits had become a major problem and seemed virtually indestructible, and by the beginning of 1980 the toxic tar pits were again in the news. The Environmental Protection Agency (EPA) toured the site and listed it as one of their top priorities for a major cleanup. Agency officials stated the pits held a poisonous chemical stew. At the time the first of what would eventually be several clean-ups began with the EPA pledging to build dikes around the pits and removing the dangerous materials in barrels. The site was listed as one of the top ranking superfund sites in the nation.

Things became complicated after the visit by EPA with some claiming their visit was nothing more than a flag waving ceremony. While on site they claimed funds would be available for the Coast Guard to at least build a fence and put up some warning signs. After the visit the Coast Guard stated the pits were not in their jurisdiction and there was no funding, so the issue of what to do with the tar pits remained a problem that Galveston County United Board of Health members were very concerned about.

Eventually a cleanup led by the Coast Guard did take place. Remediation activities included the removal of drums that had been stored in and around an abandoned service station on the property, extending and raising the perimeter dikes, and securing the site by erecting a 6-foot fence around the property. That same month Coast Guard officials locked gates to the new fences surrounding the waste pits and turned over the keys to the Galveston County Health District. While not a complete clean-up the Coast Guard said

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as much work as possible had been done under the existing laws at the time. Approximately \$130,000 was spent on the cleanup effort. Time would reveal that this was not the last time the county would be dealing with the troubling pits.

In 1984 The Environmental Protection Agency began the process of accepting bids on remedial actions to be taken with federal Superfund financing to eliminate the M.O.T.C.O. tar pits. It was estimated that a full clean up would take from three to five years and cost in the millions.

The District continued to assist the Environmental Protection Agency in their quest to clean up the M.O.T.C.O hazardous waste site. In '85 an agreement was reached with the responsible parties allowing them to address remission of the site. The principal parties began the selection process to find a supervisory engineering firm, and methodology for processing the waste. (23)

After studies, studies, and more studies a contract was let for the elimination of the M.O.T.C.O site at the Texas City Wye. The funding for the process set new standards for EPA and the Texas Water Commission with the cost of the remediation at the time estimated as much as \$45,000,000. The cost was apportioned between the government agencies and the designated "Potentially Responsible Parties" on a voluntary basis. The complete cleanup was projected to be completed in four to five years.

The clean-up of the pits that started in 1988 was finally completed in 1997. EPA conducted a final site inspection and issued the Preliminary Close out report in September. During the process the pits were remediated and capped, a cutoff slurry wall was installed around the perimeter of the affected materials, and an onsite ground water treatment facility that would operate under a long-term response plan to extract and treat ground water was put in place. The surface of the site is now covered with planted grasses, and site security is provided by a chain link fence and locked gates.



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EMS Services in Galveston County

Historically ambulance services in Galveston County had been provided by funeral home operators. Things begin to change in 1975 when after many months of planning the City of Galveston Health Department and the Galveston County Health District entered into a new program for the provision of emergency medical services. Initiated by a regional medical program grant, the health department assumed the responsibility for an emergency medical services system for the City of Galveston. On May 1, 1975 the service was opened and by December 31, it had responded to 3,414 calls.

At the same time Galveston's Moody Foundation also made a donation to the Emergency Medical Services Council for the City of Galveston to purchase vehicles and medical equipment. This City of Galveston program was and remains administered by the District.

EMS in other areas of Galveston County was a big issue in 1977 after funeral home operators on the mainland announced they would cease providing such services. The Galveston County Association of Mayors and Councilmen began to study the possibility of a working county-wide EMS program. The group charged the Galveston County Health District to draw up a plausible plan for an EMS in Galveston County that would help the various cities understand the problems and services involved. Until a permanent EMS solution could be reached a subsidy was needed to keep funeral homes providing services. This solution became problematic when several cities could not afford to pay the subsidy.



Ambulance purchased with funds from the Moody Foundation to serve the city of Galveston. GCHD has managed EMS services for the city of Galveston since 1975.

The community continued to struggle with the issue. Many called for a county wide EMS service and some cities wanted to contract with private providers for the services. By year's end, the cities of Texas City and League City and Galveston County contracted with

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the ABC Ambulance Company, while the cities of La Marque and Hitchcock and the unincorporated Santa Fe opted for a subscription service operated by Jordan Ambulance Service.

In 1977 the Galveston City Emergency Medical Services, operated by the Health District under the direction of Warren J. Holland, initiated advanced life support services bringing what at the time were the most modern emergency services to the citizens of Galveston. Each vehicle was fully equipped to provide electrocardiograms, administer intravenous therapy, treat cardiac arrest and administer lifesaving medications.

As time passed ambulance services remained in the news with many complaints that the private contractor's equipment being used in a large portion of the county did not meet state standards. On several occasions in 1978 the District's director was called on to inspect ambulances. The ambulance services on the Mainland saw many changes during this time. The year started out with two ambulance companies providing services. ABC ambulance service was serving Texas City, League City, Dickinson, Kemah, and the unincorporated areas of the county through a contract agreement with the cities and

county. Jordan ambulance service continued serving the Highway 6 area.



ABC Ambulance Service personnel, one of many private companies serving Galveston County in earlier years.

In the summer of 1978 a volunteer EMS group was established in the Santa Fe area. This group had been concerned with the service the area was receiving from the private company and decided to provide service themselves. While the volunteer group was organizing, Jordan ambulance service decided to leave the area. To protect those that had purchased subscriptions Jordan contracted with AA ambulance service of Galveston to provide services through January 1979.

With Jordan pulling out of the area, leaders in Hitchcock and La Marque were again faced with the problem of what to do with ambulance service. Plans at the first of the year were for Hitchcock to establish a volunteer service; La Marque was undecided as to the type of service, volunteer or contract, to be provided.

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While mainland communities struggled Galveston continued to be served by Galveston EMS operated by the Health District with a paid staff of 20. The service operated three front line modules with a crew of two persons per vehicle, one paramedic and one EMT. In 1978 the Galveston EMS had passed the 20,000 mark in calls received since beginning operation three years before. They were also awarded a certificate of merit by the Emergency Product News for outstanding performance during a grain elevator explosion at the Port of Galveston that had occurred in 1977.

As the county entered the 1980's the provision of emergency medical services to all county residents remained a challenging situation. The Galveston County Mainland was served in the following manner:

- League City awarded a 2 year contract to Bay Area Ambulance Service, but rescinded the contract mid-year due to lack of funds. There was no coverage for the remainder of the year.
- La Marque, Texas City and the unincorporated areas of the north county were served by Galveston County Emergency Medical Service, a private company.
- The Highway 6 area and surrounding unincorporated were served by the volunteer services of Santa Fe and Hitchcock.
- The Friendswood area was covered by the Friendswood Volunteer Ambulance Service operated by the fire department.
- Bolivar Peninsula was served by volunteer services in Port Bolivar, High Island, and Crystal Beach.
- Galveston EMS continued to serve the island with a full-time paid staff of 20 employees. In 1980 the Galveston EMS passed the 36,000 mark in calls received since beginning operations.

In June 1981 the Galveston County Commissioners Court established an Emergency Medical Service Study committee to critically examine the emergency ambulance problems on the Mainland, excluding Texas City, La Marque and Friendswood. The committee was requested by the local Moody Foundation which strongly believed that a coordinated county-wide program would be beneficial to citizens.

The "Study of Emergency Medical Services in Galveston County" would be completed in 1982 and presented to leaders in 1983. When it was completed it found that the greatest benefit would be the establishment of a unified EMS service coordinated by one agency serving the mainland. The recommendation never came to fruition.

By 1985 Galveston EMS passed the 72,000 mark in calls received since beginning operations. The total number of responses for 1985 was 6,981 or a daily average of 19 calls per day.

In Galveston the growth of certain events was beginning to have a big impact on the EMS. Mardi Gras 1990 impacted Emergency Medical Services as the year was the busiest ever. During the festival EMS responded to a total of 159 calls for one 24 hour shift. 71

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of the responses were in the Strand District and had to be handled by paramedics on foot. The United Board of Health requested a meeting with the City of Galveston to discuss EMS needs during "planned emergencies" such as Mardi Gras. (29)

UBOH members felt that event organizers should pay for extra EMS services just as special event organizers often paid for additional law enforcement. Some board members considered encouraging the public not to attend future Mardi Gras's if more funding was not received because adequate emergency services would not be available.

The continued increase in the demand for EMS services in the City of Galveston remained newsworthy. After compiling data from a six-month self-study, EMS officials and Galveston County Health District authorities began talking about allotting the service more money.

Of primary concern was a lack of service when both ambulances that served the city were on call. The EMS operations manager stated at the time that up to one hour per day was uncovered in the city. When the ambulances that served the city were on call, incoming calls were put on hold or handled by the EMS supervisor at the Fire Department.

Staffing Galveston's EMS was another concern. In 1991 the service had 20 full-time paramedics, the same number they had in 1977. As a result paramedics were overworked and stressed resulting in a 50 percent turnover rate for the service.

Galveston's City Council addressed the concerns by adding \$40,000 to the Galveston Emergency Medical Service's \$1 million budget. Approximately \$33,000 of the funds was to be used to hire four additional paramedics with the remainder used for salary increases.

Galveston EMS paramedics talked about staging a walkout in '91 after the City Manager approached the University of Texas Medical Branch with the idea of taking over the \$1.2 million service. Paramedics employed by the Health District expressed fears and discussed a "sick-out" to protest the measure.

One concern among employees were benefits they might lose if UTMB took over the service, but the City Manager told a committee that employees were safe – that they would not lose accrued sick time or other benefits.

Initially the City Manager recommended the city to take UTMB's offer to run the service. As a result the council grilled the manager for more than two hours. He said it was clear that a majority of council was pleased with the service being provided by the district so he did as asked.

The EMS Operations Manager at the time recommended raising the rates charged for ambulance runs above the levels being charged at the time, which had not changed in more than four years, but some city council members feared an "unbelievable uproar" in the community if that happened.

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Eventually Galveston's City Manager recommended the council allow the Health District to raise its price for basic ambulance service and remain the provider. He proposed raising the base charge for ambulance service from \$130 to \$210 per response which would boost the EMS income by \$100,000 a year.

Another challenge was presented in 1992 when the private firm providing service to several mainland communities announced they would continue providing non-emergency transport but stop providing emergency ambulance service. While many believed that it was possible for a private provider to make money off of an emergency ambulance service it was beginning to look like that was not true. The Mayor of Galveston proposed the creation of an emergency medical services district that would have taxing power. This did not ever come about.

This patchwork of EMS service in the county really began to be a concern when residents expressed concern about quality of services. The do-it-yourself quilt of ambulance companies that contracted with the county and with each individual city in the county obviously had problems. Many felt that like neighboring Fort Bend County there should be one countywide service.

In 1992 the county, Texas City, Hitchcock, Dickinson, La Marque, Friendswood, and League City all contracted with private services. Many residents started to wonder if any of the private services could reach them in time to save their lives if needed. The City of Galveston owned its own ambulances but continued in their contract with the Health District for the personnel to operate them and the equipment.

While Galveston had enjoyed a successful EMS operated by the Health District in 1995 the firefighters union presented a plan that they claimed would save the city \$350,000. It was based on the service becoming a part of the fire department. The plan also assumed a private collections company could collect up to \$1.9 million to \$2.1 million per year in charges billed. (37)

Many felt to save the money fees would have to double or triple if the proposal was accepted. There was also concern that the collections agency could not obtain a performance bond or provide a letter of credit for at least \$1.1 million. Another thorn in the issue was UTMB whom many felt was also jockeying to provide the service.

United Board of Health members approved continued negotiations with the City of Galveston to continue providing EMS services on the island. Part of the negotiations included an exclusive transfer service. When the negotiations were complete GCHD maintained their contract with the city, and also was granted the exclusive transfer service contract. These negotiations resulted in the formation of the Galveston Area Ambulance Authority (GAAA) through a Memorandum of Understanding (MOU) between the County, City of Galveston and Health District.

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A new Galveston EMS substation opened in February '97 at 501 Avenue S. The opening shaved two-to-three minutes off the time it took for EMS responding to emergencies on the west end of the island.

Mainland EMS service entered the news again during the summer of '98 when the contracted provider indicated they would withdraw services from the mainland communities of Texas City, Dickinson, La Marque, and Hitchcock. Company officials stressed they wanted to stay but were facing financial difficulties.

Texas City extended their contract with the local service provider while at the same time seeking proposals to create a countywide EMS system. The city's mayor stated publicly he hoped the Health District would submit a proposal to provide the services. The district did submit an RFP to provide services but was not awarded the contract.

When all was said and done the mainland service area ended up with two providers. Texas City and Dickinson signed contracts with Rural/Metro EMS and the city of La Marque continued using American Medical Response. Hitchcock whose volunteer service had disbanded also signed a contract with American Medical Response. Problems continued to exist with all private contractors. It seemed that every time an agreement was reached the cost would rise dramatically for each municipality when the contract came up for renewal. After much angst the City of La Marque also adopted to drop American Medical Response and signed a contract with Rural/Metro.

This arrangement lasted until 2005 when the private EMS contractor filed for bankruptcy and ceased providing service. Through meetings with city and county leaders another MOU was created that called for coordination of EMS services between Texas City, La Marque, Dickinson, Hitchcock, Bayou Vista, Tiki Island and Santa Fe.

As part of the agreement beginning in February '06 GAAA assumed responsibility for 911 response services in the Highway 6 area, excluding Santa Fe which continued to operate their own community EMS. The Bacliff area continued to be served by GAAA. Bolivar Peninsula received EMS services via a community volunteer corps with assistance from GAAA as part of an ongoing agreement to provide assistance.



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The basic framework of this agreement continues today. The Cities of Friendswood, League City, Dickinson, La Marque and Santa Fe (see inset) provide their own EMS services. GAAA continues to provide EMS services on Galveston Island as part of their agreement with the City of Galveston. GAAA also provides 911 services in Hitchcock, Bayou Vista, Tiki Island, Bacliff area, and provides support by contract to the Bolivar Peninsula communities.

Santa Fe Fire and Rescue – A Success Story

Santa Fe Fire & Rescue was formed in 1995 to provide the citizens of Santa Fe and the surrounding area with unmatched fire, rescue and emergency medical services. The Fire Division is comprised completely of volunteer firefighters that respond 24 hours a day, 365 days a year to calls for service: Fires, Rescues, Hazardous Materials Incidents. The EMS Division is comprised of 4 full-time Paramedic supervisors and multiple part-time paramedics and EMTs. Two full-time office personnel are responsible for administrative duties. Santa Fe Fire & Rescue is a 501(c)(3), non-profit organization funded by the Galveston County Emergency Services District #1, the first and only district of its kind in the county.



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GCHD Key Personnel

Galveston County Mainland Health Department

Dr. Louis Riley
1968-1970

**Executive Directors
Galveston County Health District**

Dr. John Reeves (Acting Director)
1971 - 1972

Dr. Walter W. Kemmerer
1972 – 1984

Dr. Clarence Porter (Interim)
1984 – 1985

Dr. Ralph Morris
1985 - 2002

Dr. Harlan "Mark" Guidry
2003 – 2015

Kathy Barroso (Interim)
2015-2016

Kathy Barroso
2016 – Present

History Council Members:

Ray Holbrook, Warren Jay Holland, Milton Howard, MD, Bernard Milstein, MD, Darla Kass, Janet Greenwood, Jean Chipman, Jim Hilton, Joe Vickery, Leta Melancon, Mike Carr, Mary Griggs, Gay Lane, Sandy Sherow, Shirley Carr, Susan Studebaker, Terry Smith, and Thelma Logan

Special thanks to the History Council Members, Kurt Koopmann, Richard Pierce, Ronnie Schultz, Scott Packard, and Amanda Taber for all the time and hard work put into making this historical recollection.

AGENDA ITEM #9.



COUNTY OF GALVESTON

On this the 10th day of October, 2016, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following with the following members thereof present:

Mark Henry, County Judge;
Ryan Dennard, Commissioner, Precinct No.1;
Joe Giusti, 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, there are currently 18 organized **4-H clubs** within Galveston County with 326 youths participating in the **4-H Program**, led by 125 volunteers in Galveston County; and

Whereas, outreach efforts of the **4-H Program** in the past year reached 5,202 youth through twenty one special interest groups and curriculum enrichment supported by 591 adult volunteers in Galveston County; and

Whereas, the **4-H Program** is sponsored in Texas by **Texas Agrilife Extension** of the **Texas A&M University System** and is open to all youths between the ages of nine (9) and eighteen (18) years of age regardless of socioeconomic level, race, sex, religion, disability or creed; and

Whereas, the **4-H Program** is also an adult educational program with over 50,000 adult volunteers who make a positive contribution to the community, be it urban, rural or a mixture thereof through community service and citizenship activity; and

Whereas, support of the **4-H Program** is an investment in the education and development of millions of boys and girls who are our nation's most precious resource; and

Whereas, the **Commissioners' Court of Galveston County, Texas**, enthusiastically endorses and supports the **Galveston County 4-H Program**; and

Whereas, the week of **October 2 - 8, 2016**, has been designated as **National 4-H Week**; and

Whereas, it is the desire of the Commissioners' Court of Galveston County to pay tribute to this worthwhile organization.

Now, Therefore Be It Resolved that the **Commissioners' Court of Galveston County, Texas**, takes great pride in designating the week of **October 2 - 8, 2016**, as **4-H Week** in Galveston County.

Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to the **4-H Program of Galveston County**.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 10th day of October, 2016.

Attest:

By: **County of Galveston, Texas**

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan Dennard, Comm., Pct. #1

Joe Giusti, Comm., Pct. #2

Stephen D. Holmes, Comm., Pct. #3

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #10.



September 19, 2016

The Honorable Mark Henry
County Judge
Galveston County
722 Moody Ave Ste 200
Galveston, TX 77550

Dear Judge Henry:

I am writing to request that the Galveston County Commissioners Court take action concerning your 2017 representation on the Houston-Galveston Area Council's General Assembly and Board of Directors.

H-GAC's Bylaws provide that you may designate two elected officials as representatives and two elected officials as alternates to the General Assembly, all of whom must be members of the Commissioners Court. Of the two representatives to the General Assembly, one shall be appointed to serve as the county's delegate to the Board of Directors, while the other representative shall be named as the alternate to the Board of Directors.

I have enclosed the appropriate form for your convenience. Please return the completed form by fax to 713-993-2414 or email rick.guerrero@h-gac.com.

The 2017 Board representative and alternate begin their terms of office at the first of January 2017.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me or Rick Guerrero at 713-993-4598. Thanks for your help in selecting H-GAC's 2017 General Assembly and Board of Directors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Steele', written in a cursive style.

Jack Steele

JS/cj
Enclosure

**DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2017 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS**

BE IT RESOLVED, by the Commissioner's Court of Galveston County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2017, and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2017:

- 1. **REPRESENTATIVE, GENERAL ASSEMBLY**
and **DELEGATE, BOARD OF DIRECTORS** _____

- 2. **REPRESENTATIVE, GENERAL ASSEMBLY**
and **ALTERNATE, BOARD OF DIRECTORS** _____

- 1. **ALTERNATE, GENERAL ASSEMBLY** _____

- 2. **ALTERNATE, GENERAL ASSEMBLY** _____

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named DELEGATES and ALTERNATES.

PASSED AND ADOPTED, this ____ day of _____, 2016.

APPROVED:

Commissioner's Court of Galveston County

AGENDA ITEM #12.



COUNTY of GALVESTON

Department of Parks & Cultural Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 621-7986

Galveston-Houston Families Exploring Down Syndrome 2016 & 2017 Fee Reduction Request - Step Up for Down Syndrome Walk October 22, 2016 & October 28, 2017 from 7:00am-12:30pm for use of Walter Hall Park

5.1.2 Criteria for Requesting Reduction of a Permit Fee. The criteria for requesting such a reduction are:

- i) Submit a written request to the Parks and Senior Services Department at least 90 days before the event;
- ii) Describe the level of significant contributions the organization or agency has provided to a Galveston County park, Galveston County senior services and/or beach facilities, or the Galveston County community in the past year;
- iii) Submit financial plans on the upcoming event, including all projected revenues and expenditures for the event;
- iv) Submit background information regarding the organization or agency; and
- v) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990.*

Once all criteria are met, the Parks Department and Senior Services Department will submit the item to the Commissioners' Court agenda. Commissioners' Court will either approve reduction of the permitting fee or deny the request. A member of the organization requesting the reduction of a permit fee may be present at the Commissioners' Court meeting.

5.1.3 Options and requirements for Fee Reduction:

- i) Fees may be reduced by up to 80%, but not to exceed a \$1,000.00 reduction in fees.
- ii) Admission to events receiving reduced fees must be open to the public free of charge. While event sponsors may charge for goods or services at the event, no admission or gate fee shall be charged.
- iii) Galveston County must be identified as a sponsor of any event in which a fee is reduced. The County must be recognized on any and all print media, banners, websites and in a place of prominence at event locations during the event. Galveston County reserves the right to place a banner or signage at/in event grounds.
- iv) Galveston County reserves the right to view sales and special event documentation at its request at any time.

2016 Non-refundable user fees Amount:

Special Event Permit Fee for 500 attendees: \$575.00

Electricity: \$10.00 & Moonwalk: \$20.00 = \$30.00

Event Total without reduction: \$605.00

Fee Reduction Amount (80%): \$484.00

Grand Total of User Fee Payment should reduction be approved: \$121.00

2016 Refundable Deposit:

\$200.00 (cannot be reduced)

*Please see attached request. Fees & deposit for 2017 event will be calculated based on a completed special event application and if attendee numbers increase to over 2000, additional indoor facilities or amenities are requested, or fees change, the reduction will be applied accordingly.



To whom it may concern,

GHFEDS is requesting a reduction of a permit fee for our annual Step Up for Down Syndrome Walk which will be held on October 22nd, 2016 and October 28th, 2017 at Walter Hall Park in League City from 9am-Noon.

Ghfeds previously rented Walter Hall Park for our 2014 and 2015 Step Up Walk in which our members complimented how the park was well liked and would like more events at the park. Ghfeds provides educational and social support to individuals with Down Syndrome and their families, we serve Galveston County, Brazoria County, and South Harris County.

We have budgeted \$18,000 for the 2016 Step Up Walk which includes renting park, entertainment, food, beverages, paper goods, signage, walk buttons, medals, and t-shirts. Our goal is to raise \$50,000 this year, last year we raised \$46,000. This is Ghfeds only fund raiser to raise money for the programs we serve our families.

Ghfeds programs include resources and baby baskets for new/expectant parents, educational meetings and workshops for parents, age specific socials from babies to adults, family socials, summer program, education grants for special education teachers, Including You/T21 Conference for parents and professionals, World Down Syndrome Day Dance, and the Step Up Walk. New programs for 2016 include Medical and Educational Outreach.

- Ghfeds was founded in 2007, originally named Greater Clear Lake Families Exploring Down Syndrome, and the mission is to provide support and resources to individuals with Down syndrome and their families and to promote awareness, understanding and inclusion in their communities.
- Ghfeds vision is Galveston-Houston Families Exploring Down Syndrome (GHFEDS) Board will strive to make all members feel welcome and included, that they have input and support, and that the Board is acting in the best interests of all of its members.
- GHFEDS will provide opportunities for member involvement, communicate decisions and plans to the members, and ask for input and feedback from members frequently.
- GHFEDS will focus on providing family support and education, building a strong community of families with DS, and educating the community in hopes of providing a positive outlook for our children and adults with DS. As part of this, we will work towards supporting families of individuals from birth to oldage and getting new parents the right resources early so that all babies get a good start.
- We hope that GHFEDS is thriving and growing, financially strong, a well-known community resource and improving the lives of its members in visible ways.

Best regards,

Kileen McDonald
Ghfeds President

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Galveston - Houston Families Exploring Down Syndrome	
Address (Street & number, P.O. Box or Route number) 515 Seaway Dr	Phone (Area code and number) 281-736-8008
City, State, ZIP code El Lago, Tx, 77586	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

**GHFEDS is a non-profit organization and is tax exempt under IRS SEC 501 (c)(3) and has received a tax exemption from the State of Texas.
 Federal ID# 26-0420556
 Texas ID# 12604205562**

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.

AGENDA ITEM #13.

TRACT #

COUNTY OF GALVESTON

STATE OF TEXAS

PIPELINE EASEMENT AGREEMENT

The undersigned (hereinafter referred to as "Grantor" whether one or more), for and in consideration of the sum of ten dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto GEL Texas Pipeline, LLC, a Delaware limited liability company, having its principal office in 919 Milam, Suite 2100, Houston, Texas, 77002 (hereinafter referred to as "Grantee"), its successors and assigns, the right, privilege and easement for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing thereon a pipeline with a nominal diameter not to exceed twenty-four (24") inches (including any and all below ground and above ground appurtenances, including underground electrical conduits, necessary or useful thereto) and a surface site for the transportation of crude oil or other petroleum liquids, on, in, over, under, through and across the land of Grantor in the County of Galveston, State of Texas, said easement and surface site being described on Exhibit "A" and depicted on Exhibit "B", attached here to and made a part hereof, together with the right of unobstructed ingress to and egress from said easement across the adjacent lands of the Grantor for the purposes reasonable and incidental thereto, together with the right to use additional temporary workspace, as needed, during construction additionally as set forth on the attached drawing labeled Exhibit "B".

To have and to hold said easement, rights and privileges together with all and singular privileges and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever or until such time as Grantee, its successors and assigns releases or relinquishes in writing the rights herein granted. Grantor does hereby bind himself, his heirs, successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any party thereof.

1. Grantor may use and enjoy said premises subject, however to the rights and easements herein granted to Grantee; provided that Grantor shall not construct or maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or obstruction on, over or under the lands and property covered by this easement and Grantor will not substantially change the grade over the pipelines or any appurtenance.

2. That before a fence is cut by Grantee, it shall be properly supported on either side of the contemplated opening by suitable posts and braces. All fences cut or disturbed shall be repaired by Grantee in a good and workmanlike manner.

3. In the event that the trench or the pipeline should interfere during construction with the use of any part of the land situated on either side thereof, suitable crossovers shall be constructed over said trench by Grantee.

4. Grantee will reimburse Grantor, or its designated agent or tenant as its respective interests may appear, for damages including but not limited to growing crops, grasses, shrubbery or fences caused by the operations or activities of Grantee, whether in connection with the installation of the pipelines or future operations and activities of Grantee. After the pipelines are initially installed, Grantee shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the right-of-way without additional compensation to Grantee.

5. This agreement shall be considered as a covenant running with the land and the terms, conditions, and provisions of this agreement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.

6. The easement may be used by Grantee's agents, representatives, employees, contractors, and subcontractors for the purposes of and on the terms herein provided.

7. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the Grantor and Grantee, or its agents.

8. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE.

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSS, LIABILITY, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN ARISING FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS. IN THE EVENT THAT GRANTEE'S OPERATIONS RESULT IN A VIOLATION OF ANY RULES AND REGULATIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OR ANY STATE OR FEDERAL REGULATORY AUTHORITY, GRANTEE AGREES TO SATISFY THE REQUIREMENTS OF SUCH AGENCY AND PROVIDE GRANTOR WITH A CERTIFICATE FROM

SUCH AGENCY REFLECTING THAT GRANTEE HAS SATISFIED THE REQUIREMENTS OF SUCH AGENCY OR A LETTER EVIDENCING THAT NO FURTHER ACTION IS REQUIRED. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

9) Grantee shall install temporary erosion controls immediately after the initial disturbance of the soil and maintain throughout construction. Grantee shall restore to original elevation, as nearly as reasonably practicable, and shall cause re-vegetation work to be performed on any ditch or stream banks damaged by the construction, maintenance, operation, repair, inspection, replacement or removal of the Pipeline under, across, and through the above described land.

10) If, at any time after five (5) years from the date hereof, Grantee should abandon all of the rights granted herein for said Pipeline and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Agreement shall ipso facto terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two (2) years following any termination of this Agreement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor. Grantee shall ensure that the Pipeline is abandoned in an environmentally safe manner in accordance with applicable laws, rules and regulations.

11) Grantor reserves the right to use the said premises for all residential, agricultural, recreational, commercial and industrial purposes, provided that Grantor shall not construct any improvements on the Permanent Easement which would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor, Grantors heirs, successors and assigns shall have the right, after review and approval by Grantee, to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches and utilities, at any angle of not less than forty-five (45) degrees to Grantee's pipeline over and across the Permanent Easement at such place or places as Grantor may from time to time hereafter select for public or private use, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. Such crossings may include streets, roads, drives, ditches and utilities.

12) The rights granted to Grantee may not be assigned, in whole or in part, without the express written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee may assign this Agreement, in whole or in part, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets or (iii) to any bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing agreements.

Executed this _____ day of _____, A.D. 2016.

GRANTOR:
County of Galveston

BY: _____
(typed or printed name)

TITLE : _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GALVESTON

On _____, 2016, before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein.

Notary Public

(typed or printed name)

Notary ID No. _____

My Commission Expires: _____

**LEGAL DESCRIPTION OF A
PROPOSED CENTERLINE PIPELINE EASEMENT
SAMUEL C. BUNDICK SURVEY, A-7
GALVESTON COUNTY, TEXAS**

Being a centerline description for a proposed 24-inch pipeline easement situated in the Samuel C. Bundick Survey, Abstract No. 7 in Galveston County, Texas and being out Tract 1 (called 9.372-acre) as conveyed unto County of Galveston by deed recorded in Volume 1673, Page 430, Deed Records of Galveston County, Texas (D.R.G.C.,Tx.). Said centerline being more particularly described as follows:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod with a cap stamped "WP DOYLE RPLS 4467" found for the common corner of a called 0.146-acre tract of land conveyed unto Texas City Terminal Railway Company by deed recorded in Volume 1821, Page 153, D.R.G.C.,Tx., the residue of a called 120-acre tract of land conveyed unto Texas City Terminal Railway Company by deed recorded in Volume 1199, Page 511, D.R.G.C.,Tx. and for a called 344.902-acre tract of land conveyed unto Blanchard Refining Company LLC Land Farm and Hurricane Levee by deed recorded under County Clerk's File Number 2013006787, Official Public Records of Galveston County, Texas:

THENCE South 41° 07' 03" East departing from the southerly boundary line of said 0.146-acre tract and with the common boundary line of the residue of said 120-acre tract and said 344.902-acre, a distance of 20.10 feet to a 5/8-inch iron rod with a cap stamped "67302" found for the common corner of said Tract 1 and the residue of said 120-acre tract and being located on a non-tangent curve concave to the southeast;

THENCE departing from the southwesterly boundary line of said 344.902-acre tract and continuing with the common boundary line of said Tract 1 and the most southerly northerly boundary line of the residue of said 120-acre tract and with said non-tangent curve whose central angle is 25° 26' 42" and whose radius is 1,114.02 feet (chord bears South 19° 00' 56" West, a distance of 490.68 feet) for a curve length of 494.74 feet to a 5/8-inch iron rod with a cap stamped "S. Oliver & Associates, L.P." (herein after referred to as "with a cap") set for the **POINT OF BEGINNING** of the herein described centerline. (All bearings are based on the Texas Coordinate System of 1983, South Central Zone (4204), and based on the Western Data Trimble VRS Network's Datum of NAD 83(2011) Epoch 2010.00);

THENCE South 40° 09' 17" East departing from the common boundary line of said Tract 1 and the residue of said 120-acre tract, a distance of 319.04 feet to a 5/8-inch iron rod with a cap set for a corner of the herein described centerline;

THENCE North 50° 20' 11" East, a distance of 238.48 feet to a 5/8-inch iron rod with a cap set for a corner of the herein described centerline;

THENCE North 29° 56' 46" East, a distance of 29.06 feet to a 5/8-inch iron rod with a cap set for a corner of the herein described centerline;

THENCE North 48° 52' 28" East, a distance of 73.28 feet to a 5/8-inch iron rod with a cap set for a corner of the herein described centerline;

THENCE North 41° 06' 30" West, a distance of 15.66 feet to a 5/8-inch iron rod with a cap set for the **POINT OF TERMINUS** of the herein described centerline. Said centerline being a total distance of 675.51 feet or 40.94 rods.

A survey plat of even date accompanies this description.

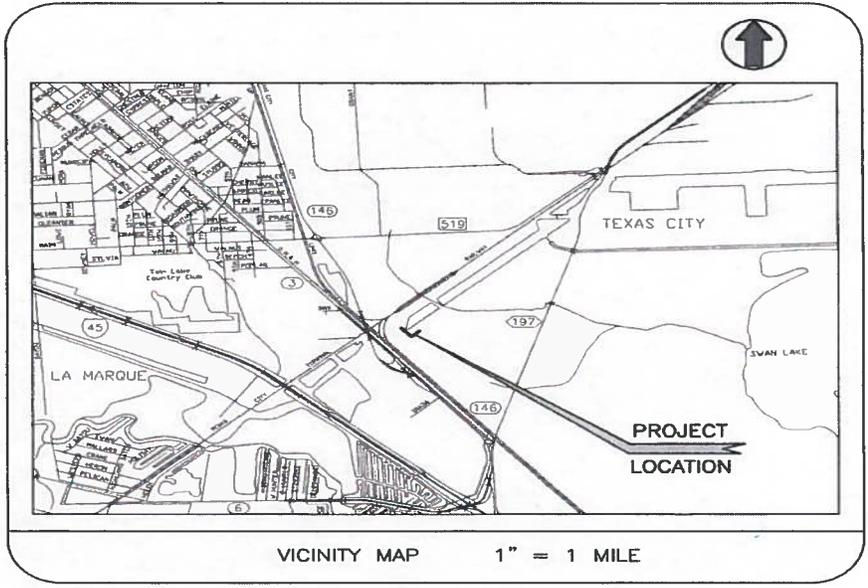
Compiled by:
S Oliver & Associates, L.P.
7507 Bayway Drive
Baytown, Texas 77520



Aurelio D. Cortes
Registered Professional Land Surveyor
Texas Registration No. 5413
January 14, 2016
Revised June 6, 2016
Revised June 9, 2016
Revised September 2, 2016
Dwg. No. 14-108-350.6.2



GALVESTON COUNTY, TEXAS
SAMUEL C. BUNDICK SURVEY, A-7



NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204), AND BASED ON THE WESTERN DATA TRIMBLE VRS NETWORK'S DATUM OF NAD 83 (2011) EPOCH 2010.00.
2. ALL DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999867062.
3. THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR REPORT. TITLE INFORMATION WAS PROVIDED BY TEXAS AMERICAN TITLE COMPANY, 713-988-9999, AND DATED MARCH 2015. THE SURVEYOR HAS RELIED UPON THE ACCURACY AND COMPLETENESS OF THE INFORMATION DESCRIBED ABOVE AND HAS MADE NO INDEPENDENT INVESTIGATION OR SEARCH FOR THIS INFORMATION.
4. A 5/8" IRON ROD WITH A CAP STAMPED "S. OLIVER & ASSOCIATES" WAS SET AT EVERY CORNER, UNLESS OTHERWISE NOTED.
5. THE BOUNDARY SURVEY HAS BEEN PREPARED AS A RESULT OF AN ON THE GROUND SURVEY AND IS SUBMITTED WITH A LEGAL DESCRIPTION PREPARED OF EVEN DATE.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S41°07'03"E	20.10'
L2	N29°56'46"E	29.06'
L3	N48°52'28"E	73.28'
L4	N41°06'30"W	15.66'

LEGEND

- ⊙ - SET 60D NAIL
- - SET 5/8" IR WITH A CAP STAMPED "S. OLIVER & ASSOC."
- "X" - SET "X" CUT
- - FOUND IRON ROD AS NOTED
- FOUND
- FND - MAP RECORDS, GALVESTON COUNTY, TEXAS
- M.R.G.C..TX. - DEED RECORDS, GALVESTON COUNTY, TEXAS COUNTY
- D.R.G.C..TX. - COUNTY CLERK'S FILE NUMBER
- C.C.F. No. - OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
- O.P.R.G.C.TX. - OIL AND GAS RECORDS, GALVESTON COUNTY, TEXAS
- O.G.R.G.C..TX. - ACRES
- AC
- U.E. - UTILITY EASEMENT
- R.O.W. - RIGHT-OF-WAY
- (C.M.) - CONTROL MONUMENT
- P.P. - POWER POLE
- TS - TRAFFIC SIGN
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	494.74'	1114.02'	25°26'42"	S19°00'56"W	490.68'

EXHIBIT "B"

GEL TEXAS PIPELINE, LLC

PROPOSED 24" PIPELINE CENTERLINE EASEMENT
OUT OF COUNTY OF GALVESTON
SAMUEL C. BUNDICK SURVEY, A-7
GALVESTON COUNTY, TEXAS

S Oliver & Associates, L.P.
Surveying & Mapping
TBPLS CERTIFICATE OF REGISTRATION FIRM No. 10061800
7507 BAYWAY DRIVE WWW.SOLIVERSURVEYING.COM TEL (281)420-3132
BAYTOWN, TEXAS 77520 FAX (281)424-9432

NO.	DATE	REVISIONS	APPRVD.
5	09/02/16	REVISED ESM'T LAYOUT	SO&A
4	06/09/16	REVISED ESM'T LAYOUT	SO&A
3	06/02/16	REVISED ESM'T LAYOUT	SO&A
2	04/25/16	REVISED ESM'T LAYOUT	SO&A
1	01/14/16	REVISED ESM'T LAYOUT	SO&A



I, Aurelio D. Cortes, a Registered Professional Land Surveyor in the State of Texas do hereby certify that this survey was prepared from an actual on the ground survey of the real property shown hereon conducted by me or under my supervision on October 2015, and that this survey correctly represents the facts found at the time of the survey.

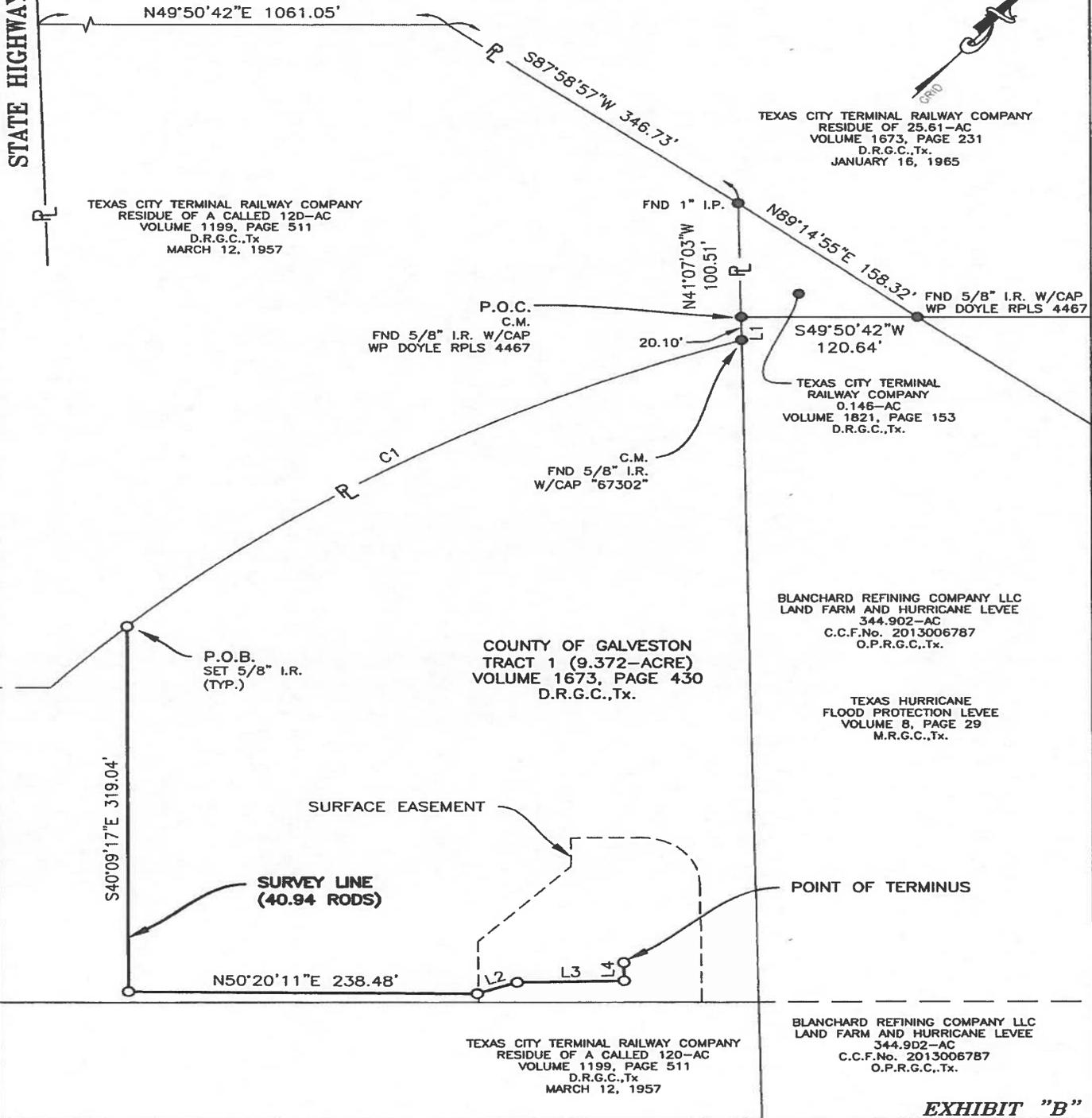
Aurelio D. Cortes
AURELIO D. CORTES
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS No. 5413

DRAWN BY: VIS	SCALE: AS SHOWN	SHEET NO. 1 OF 2
APPRVD. BY: SO&A	DATE: 11-16-2015	
DWG NO.: 14-108-350.6.2		

I:\SO\GP-2013\SO\GP-2013\14-108-350.6.2\14-108-350.6.2.DWG 9/22/2016 11:23am

GALVESTON COUNTY, TEXAS
SAMUEL C. BUNDICK SURVEY, A-7

STATE HIGHWAY 3



TEXAS CITY TERMINAL RAILWAY COMPANY
RESIDUE OF 25.61-AC
VOLUME 1673, PAGE 231
D.R.G.C.,Tx.
JANUARY 16, 1965

TEXAS CITY TERMINAL RAILWAY COMPANY
RESIDUE OF A CALLED 12D-AC
VOLUME 1199, PAGE 511
D.R.G.C.,Tx
MARCH 12, 1957

P.O.C.
C.M.
FND 5/8" I.R. W/CAP
WP DOYLE RPLS 4467

FND 5/8" I.R. W/CAP
WP DOYLE RPLS 4467

TEXAS CITY TERMINAL RAILWAY COMPANY
0.146-AC
VOLUME 1821, PAGE 153
D.R.G.C.,Tx.

BLANCHARD REFINING COMPANY LLC
LAND FARM AND HURRICANE LEVEE
344.902-AC
C.C.F.No. 2013006787
O.P.R.G.C.,Tx.

COUNTY OF GALVESTON
TRACT 1 (9.372-ACRE)
VOLUME 1673, PAGE 430
D.R.G.C.,Tx.

TEXAS HURRICANE
FLOOD PROTECTION LEVEE
VOLUME 8, PAGE 29
M.R.G.C.,Tx.

BLANCHARD REFINING COMPANY LLC
LAND FARM AND HURRICANE LEVEE
344.9D2-AC
C.C.F.No. 2013006787
O.P.R.G.C.,Tx.

EXHIBIT "B"

SURVEY LINE LENGTH 24": 675.51 FEET OR 40.94 RODS.



NOTE:
1. SEE SHEET 1 OF 2 FOR NOTES, LEGEND AND LINE AND CURVE TABLES.

NO.	DATE	REVISIONS	APRVD.
5	09/02/16	REVISED ESM'T LAYOUT	SO&A
4	06/09/16	REVISED ESM'T LAYOUT	SO&A
3	06/02/16	REVISED ESM'T LAYOUT	SO&A
2	04/25/16	REVISED ESM'T LAYOUT	SO&A
1	01/14/16	REVISED ESM'T LAYOUT	SO&A

GEL TEXAS PIPELINE, LLC

PROPOSED 24" PIPELINE CENTERLINE EASEMENT
OUT OF COUNTY OF GALVESTON
SAMUEL C. BUNDICK SURVEY, A-7
GALVESTON COUNTY, TEXAS

	S Oliver & Associates, L.P. Surveying & Mapping <small>TBPLS CERTIFICATE OF REGISTRATION FIRM No. 10061800</small> 7507 BAYWAY DRIVE WWW.SOLIVERSURVEYING.COM TEL (281)420-3132 BAYTOWN, TEXAS 77520 FAX (281)424-9452	
	DRAWN BY: VIS APRVD. BY: SO&A	SCALE: 1"=100' DATE: 11-16-2015
DWG NO.: 14-108-350.6.2		SHEET NO. 2 OF 2

I:\SO\REP-2014\SO\Drawings\Drawings\GCE\REPS\2014\14-108-350.6.2.CHY. 24 IN CHANG 9/02/2016 - 11:20am

AGENDA ITEM #14.



Akerman

Joseph Nixon

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

September 14, 2016

Bob Boemer
Galveston County Clerk's Office
722 Moody Avenue
Galveston, TX 77550

RE: Waiver request

Dear Bob:

This letter requests Galveston County waive a conflict of interest as part of the county's engagement of Akerman LLP for matters described in separate engagement letters.

The conflict relates to Akerman's representation of mortgage (or deed or trust) loan originators, investors and servicers in residential home loan litigation and non-judicial foreclosures. The county may have interests in those matters due to liens, recordings or fees, among other things, that could cause adversity between the county and Akerman's mortgage industry clients.

By signing this letter the county consents to Akerman representing those other clients in matters where Galveston County may be a named party or otherwise have an interest adverse to Akerman's mortgage industry clients.

Rule 4-1.7 of the Florida Rules of Professional Conduct provides as follows:

- (a) Representing Adverse Interests. A lawyer shall not represent a client if the representation of that client will be directly adverse to the interest of another client, unless;
- (1) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client; and
 - (2) each client consents after consultation.

akerman.com

{39501775;1}

Letter to Galveston County Clerk's Office
September 12, 2016
Page 2

We appreciate your courtesies in waiving this conflict of interest and allowing us to continue to serve you. We apologize for burdening you with this request, but we take the Rules of Professional Conduct very seriously and we know you would not want it otherwise.

Sincerely,



Joseph Nixon

AGREED TO AND ACCEPTED BY:

GALVESTON COUNTY, TEXAS

BY: _____

NAME:

TITLE:

AGENDA ITEM #15.



COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR GALVESTON, TEXAS 77550

ROBERT B. BOEMER
Director

BARRY C. WILLEY
MYRNA S. REINGOLD

September 24, 2016

PAUL A. READY
BEVERLY WEST

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

Re: Claim for Loss of Personal Property
Claimant: Vicky Taylor
Amount: \$75.93
Date of Claim: July 28, 2016

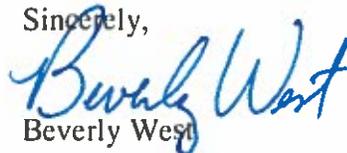
Gentlemen:

Please approve payment of \$75.93 to Ms. Vicky Taylor for the loss of her personal property at the Galveston County Jail. Our investigation shows that on July 10, 2016, Ms. Taylor was arrested by the Galveston Police Department and booked into the Galveston County Jail. Upon release the next day her property, which consisted of a cell phone, cell phone case, Texas ID card and bank card could not be located.

The Galveston County Sheriff's Department conducted an investigation that included reviewing booking video and questioning the Galveston County Officer that brought Ms. Taylor to the jail. Based on my review of the Department's investigation and discussions with Lt. James Stephenson, it appears likely that Ms. Taylor's property was received at the Galveston County Jail and was lost or misplaced. The Sheriff's Office has confirmed that they searched for the missing property but have not been able to locate it. I recommend payment of this claim to Ms. Taylor for her lost cell phone, cell phone case and Texas ID card in exchange for a release of the County.

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check. I will have Ms. Taylor sign a release prior to payment. Should you have any questions, please call.

Sincerely,


Beverly West

cc: Rufus Crowder, Purchasing Agent
Henry Trochesset, County Sheriff

AGENDA ITEM #16.



DO → CM

GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 08/22/2016		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> /No		
4. Department Name: Information Technology				5. Department Contact: Winson James			
6. Description: OPAC Plus Annual Software Renewal for Human Resources Department							
7. IFAS PEID No: 702574		8. IFAS Req No: CR609456		9. Orgkey: 1101-159100		10. Object Code: 5423500	
11. Vendor: Biddle Consulting Group, Inc.				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
Maintenance of Software	5423500	1,000.00	1,000 859				
22. Totals:		1,000	1,000 859	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/18/16		Auto Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>			Bid No: N/A		
Contract End Date: 10/19/17		Contract # Issued By Purchasing: CM16535			Form 1295 Certificate #: 2016102059		

	Approved By:	Signature	Date
Department Head:	<i>J. Kelly</i>	<i>J. Kelly</i>	8/22/2016
Purchasing Agent:	<i>[Signature]</i>	<i>[Signature]</i>	8-23-2016
County Legal:	<i>[Signature]</i>	<i>[Signature]</i>	08/22/2016
Contract Listed in Budget Documentation: <input checked="" type="radio"/> YES <input type="radio"/> NO			
County Budget Office:	<i>[Signature]</i>	<i>[Signature]</i>	8/24/16
Budget Available and Funds are/will be Available: <input checked="" type="radio"/> YES <input type="radio"/> NO			
County Auditor:	<i>[Signature]</i>	<i>[Signature]</i>	9/28/16



Information Technology Department

5WH- OPAC Plus

Description: Testing software used for applicants

Submitted by I.T. on behalf of: HR Dept

What: Software Maintenance agreement for testing

Who: County of Galveston - HR Dept

Where:

When: Sept 2016 - Oct 2017

Why:

How: Procure from:

Item / Description	Quantity	Total \$
--------------------	----------	----------

Total \$ 859

Submitting documents / info:

Charge to account: 1101-159100-5423500

Submitted by: LaNeisha Kelly **Date:** 8/22/16

Approved by:


CIO / IT Manager

Date: 8/22/2016

**Galveston County, Texas
Recommended Budget
Fiscal Year 2016 Contracts**

Object	PriDescription/Comments	Begin Date	End Date	Vendor	Contract Type	New	Qty	Unit Cost	Requested Amt	Recommended Amt
<div style="border: 1px solid black; padding: 5px;"> 1591 Department: Information Technology 159100 Division: Information Technology </div>										
1101	Fund: General Fund									
5423500	1 Sharepoint Maintenance Software Assurance and Maintenance	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	Y	1	56,000	56,000	56,000
					Bid and Contract Vendor					
5423500	1 DoubleTake Support	10/01/2015	09/30/2016	BIDCON		N	1	4,000	4,000	4,000
					Bid and Contract Vendor					
5423500	1 OPAC Plus Maintenance OPAC Plus maintenance for District Clerk and Human Resources	10/19/2015	10/18/2016	702574	SOFTWARE	Y	1	1,000	1,000	1,000
					BIDDLE CONSULTING GROUP INC					
5423500	1 Software Support/Update Fee for Worker's Comp (HR) Software support for Worker's Comp (HR)	10/01/2015	09/30/2016	706712	SOFTWARE	N	1	1,000	1,000	1,000
					MICRONICHE INC					
5423500	1 Software Maintenance - Treasurer's Department Software maintenance - Treasurer's Office	02/01/2015	01/31/2016	706331	SOFTWARE	Y	1	2,000	2,000	2,000
					PRINTTECH INC					
5423500	1 VIMS SW Maintenance	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	N	1	1,500	1,500	1,500
					Bid and Contract Vendor					

Records PR CR609456 PO Vendor ID 702574

Vendor Remitto ShipTo BillTo
702574 BIDDLE CONSULTING GROUP INC Addr PA
DBA OPAC TESTING SOFTWARE STE 200A
WATER TOWER PLAZA 2100 NORTHTRAP AVE
ATTN: ADAM AGARD
SACRAMENTO, CA 95825 3937
Phone Cdi: FX (916) 563-7557

Request'd By J. Giles x2220
Date 08/22/2016
Status PR
PO Total: \$859.00
Invoice#: \$0.00
Balance: \$859.00

Sec Cd 1591
Confirming Person
Cust / Order #
Bid #
Contract #
End Use
Buyer

PO Type P
Pay By Amount

Item Number	Quantity	Fully Qualified Account No.	Units	Description	Unit Price	Extended Amt
0001		1 GL 1101191005423500	EA	SOFTWARE MAINTENANCE - OPAC PLUS	859.00	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Biddle Consulting Group, Inc.
Folsom, CA United States

Certificate Number:
2016-102059

Date Filed:
08/19/2016

Date Acknowledged:

8/23/16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

51964
OPAC Plus Maintenance Service for OPAC Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Michael Catten

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Catten, this the 19th day of August, 2016, to certify which, witness my hand and seal of office.

Marife Ramos

Signature of officer administering oath

MARIFE RAMOS

Printed name of officer administering oath

NOTARY PUBLIC

Title of officer administering oath

Biddle Consulting Group, Inc.
193 Blue Ravine Rd., Suite 270
Folsom, CA 95630
1-800-999-0438

Invoice

DATE	INVOICE #
8/16/2016	51964

BILL TO
Galveston County Auditor's Office Attn: Accounts Payable P.O. Box 1418 Galveston, TX 77553

SHIP TO

P.O. NUMBER		TERMS	DUE DATE	REP	SHIP DATE
		60 days	10/15/2016	HP	8/16/2016
QTY	ITEM CODE	DESCRIPTION		PRICE EACH	AMOUNT
1	OPM-REN	OPAC Plus maintenance renewal includes unlimited toll-free phone support, user's group web site and free, automatic software upgrades for one year. Expiration: October 19, 2017		859.00	859.00

TAX ID# - 68-0465690. 1.5% per month finance charge will be added to any past due balance.	Total	\$859.00
Please make checks payable to Biddle Consulting Group. We accept credit cards - Visa, MasterCard, American Express and Discover	Payments/Credits	\$0.00
RETURN POLICY: All returns require a RMA number from Biddle Consulting Group, Inc. A 20% restock fee will be assessed on all returns received after the due date.	Balance Due	\$859.00

AGENDA ITEM #17.



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

PO → CM

To Be Completed By Department							
1. Date of Request: 09/26/2016		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> / No		
4. Department Name: Information Technology				5. Department Contact: Claudia Perez			
6. Description: Microsoft Project Online, term dates: 04/01/2016 - 03/31/2017							
7. IFAS PEID No: 703308		8. IFAS Req No: CR609727		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: SHI				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
Maintenance of Software	5423500	480,000	4302				
22. Totals:		480,000	4,302	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 4/1/14		Auto Renewal Contract: Yes <u>No</u>			Bid No: N/A		
Contract End Date: 3/31/17		Contract # Issued By Purchasing: CM16541			Form 1295 Certificate #: 2016-113507		

Approved By:	Signature	Date
Department Head: <u>Saraisha Kelly</u>		9/28/16
Assistant Purchasing Agent: <u>Erin A. Miller, CPPB</u>		09/28/2016
County Legal: <u>[Signature]</u>		09/28/2016
Contract Listed in Budget Documentation: <u>YES</u> NO		
County Budget Office: <u>[Signature]</u>		9/25/16
Budget Available and Funds are/will be Available: <u>YES</u> NO		
County Auditor: <u>[Signature]</u>		9/30/16



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 31-Aug-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 31-Aug-2016

Quantity	Unit	Description	Unit Price	Total	Rved.	Paid
15	EA	SOFTWARE MAINTENANCE- PROJONLNGOV	\$ 286.80	\$ 4302.00		
		SHRDSVR ALNG SUBSVL MVL WINDOWS- MULTIPLE				
		WINDOWS PLATFORM ALL LANGUAGES ESD				
		SOFTWARE; ENROLLMENT NUMBER: 6519245;				
		AGREEMENT NUMBER: 01E73535; COUNTRY OF				
		USAGE: UAS; MFG NUMBER: 4YT-00001 ESD				
		MICROSOFT CORPORATION; TERM DATE: 04/01/2016				
		THROUGH 03/31/2017				
		TOTAL		4302.00		
		REQUESTED BY: CLAUDIA PEREZ				
		FOR: MICROSOFT PROJECT ONLINE				
		TERM DATES: 04/01/2016 THROUGH 03/31/2017				
		Quote number: 6B00189636				

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT
DHIT _____

ITSO _____ Init/Date

Charge to a/c : 11011591005423500

CR#CR609727

Suggested Vendor : ~~BIDCON~~ SHI

Vendors Contacted:

#1 _____

#2 _____

#3 _____

I have this date order the above material or services from vendor: ~~BIDCON~~ 703308

Purchase Order Number: _____

Date emailed to vendor: _____

Date emailed to AP: _____

Date approved in One Solution: _____

PURCHASING AGENT



Galveston County

INFORMATION TECHNOLOGY

5WH MICROSOFT PROJECT ONLINE

Who: Infrastructure Support

What: Microsoft Project Online
Enrollment No.: 6519245 Agreement No.: 01E73535
Maintenance From date: 4/1/2016 Maintenance To date: 3/31/2017

Where: Courthouse Datacenter

When: August 30th, 2016

Why: Microsoft Project Online is a cloud tool which provides resources for a more effective project and resource management. This tool is extremely useful as diverse, concurrent projects need to be managed in an efficient manner. By providing tools to schedule efficiently, manage resources and boost collaboration, projects can be managed in an proficient and scalable way.

How: Purchase project online subscription from enterprise agreement provider.

Estimated costs: \$4302 (15 licenses)

Charge to: _____

Submitted by: Claudia Perez **Date:** 08/30/2016

Approved by: _____ **Date:** _____
IT Director / Assistant IT Director



Federal tax ID: 22-3695478
 1301 South Mopac Expressway
 Suite 375
 Austin, TX 78746
 Phone: 800-845-6801
 Fax: 512-732-0232

Please remit payment to:
 SHI Government Solutions Inc.
 P.O. Box 847434
 Dallas, TX 75284-7434
 Wire information:
 Bank of America
 a/c# 004795846371
 ABA# 111000025

Invoice No. GB00189636

Invoice date 3/31/2016
 Customer number 3001227
 Sales order GS00175687

Finance charge of 1.5% per month will be charged on past due accounts-18% per year. All returns require an RMA number supplied by your SHI GS sales team.

Bill To
 GALVESTON CO AUDITOR'S
 OFFICE P.O. BOX 1418
 GALVESTON, TX 77553
 USA

Ship To
 GALVESTON CO AUDITOR'S
 722 Moody Ave, 2nd Flr
 Information technology
 Galveston, TX 77550
 USA
 C505555/Claudia Perez

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
3/31/2016	Craig Bailey	C505555	FEDEX GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
28030786 4YT-00001 ESD MICROSOFT CORPORATION	ProjOnInGov ShrdSvr ALNG SubsVL MVL Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-SDD-2503 Enrollment No.: 6519245 Agreement No.: 01E73535 Country of Usage: USA Maintenance From date: 4/1/2016 Maintenance To date: 3/31/2017	15	15	286.80	4,302.00

Quote: 9130045

Sales Balance	4,302.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	4,302.00
Currency	USD

Pending Approvals
 Reselect
 Select All
 Search Options

Previous Page Previous Next Next Page
 Record 1 of 1

Add Undo
 Delete Record Info
 Save Threaded Notes View Last Changes
 Record Options

Show Grid
 Restore Layout
 Grid Options

Restore Layout
 Screen Layout
 Sorts

PR CR609727 PO Status PR
 Vendor RemitTo ShipTo BillTo Addr SA
 159100 INFORMATION TECHNOLOGY
 722 MOODY AVE 2ND FL GALVESTON, TX 77550

Regst'd Aprvd Printed
 By LMICHAELS XT.6233
 Date 08/31/2016

PO Total: \$4,302.00
 Invoiced: \$0.00
 Balance: \$4,302.00

Details Dates Blanket Req. Codes Misc.
 Confirming Person
 Cust / Order # Bid # Contract # End Use Buyer
 PO Type P
 Pay By Amount
 Account Terms

Items Association Codes Compliance Notes
 Items

Quantity	Fully Qualified Account No.	Units	Description	Unit Price
15 GL	110115910054233500	EA	SOFTWARE MAINTENANCE- PROJONINGOV	286.80

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-113507

Date Filed:
09/19/2016

Date Acknowledged:
9/28/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SHI Government Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
GB00189636
Project Online Order

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARC A. POOLE
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2408905
My Commission Expires 5/25/2021



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cassie SKelton, this the 22nd day of September, 2016, to certify which, witness my hand and seal of office.



Marc Poole

RFP Specialist

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Xerox WorkCentre 7845 SMTP Transfer Report



Job Status: SUCCESS Job has been transferred to the SMTP server.

Job Information

Device Name: IT27XER
Submission Date: 08/31/16
Submission Time: 08:55 AM
Images Scanned: 3
Size: 104296
Attachment Name: CR609727.pdf
Format: Image-Only PDF
Encrypted E-mail: No

SMTP Server

Address: SMTP.gcpri.25

Message Settings:

Subject: CR609727
From: noreply@co.galveston.tx.us
Reply To: noreply@co.galveston.tx.us
To:

1. prodoc@co.galveston.tx.us
2. Erin.Quiroga@co.galveston.tx.us
3. IT-Admin@co.galveston.tx.us

Galveston County, Texas
Recommended Budget
Fiscal Year 2016 Contracts

Object	PrDescription/Comments	Begin Date	End Date	Vendor	Contract Type	New	Qty	Unit Cost	Requested Amt	Recommended Amt
1101 Fund: General Fund <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: fit-content;"> 1591 Department: Information Technology 159100 Division: Information Technology </div>										
5423000	1 Hardware support	10/01/2015	09/30/2016	BIDCON		Y	1	12,075	12,075	12,075
	hardware support for disaster recovery storage				Bid and Contract Vendor					
5423000	1 Large UPS Battery	10/01/2015	09/30/2016	BIDCON	CONTRACT IT'	Y	1	25,000	25,000	25,000
	Large UPS backup batteries.				Bid and Contract Vendor					
5423000	2 Annual Renewal Avtech Maintenance	10/01/2015	09/30/2016	705534		N	1	200	200	200
	Avtech maintenance renewal for climate control				ABACUS COMPUTERS INC					
Object: 5423000 New Total: 358,425 358,425 Ongoing Total: 200 200 Object Total: 358,625 358,625										
5423500	1 Microsoft Enterprise Renewal	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	N	1	480,000	480,000	480,000
	EA Renewal and annual true up cost				Bid and Contract Vendor					
5423500	1 Software Maintenance for Omni & Ejuror	10/01/2015	09/30/2016	705002	SOFTWARE	N	1	18,000	18,000	18,000
	Software support for Omni & Ejuror				ACS GOVERNMENT SYSTEM INC					
					CMI2011					

AGENDA ITEM #18.



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

PO → CM

To Be Completed By Department							
1. Date of Request: 09/26/2016		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes/No</u>		
4. Department Name: Information Technology				5. Department Contact: Claudia Perez			
6. Description: Microsoft Azure Subscription, Term dates: 04/01/2016 - 03/31/2017							
7. IFAS PEID No: 703308		8. IFAS Req No: CR609728		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: SHI				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
Maintenance of Software	5423500	480,000	6120				
22. Totals:		480,000	6,120				
To Be Completed By Purchasing Department							
Contract Start Date: 4/1/16		Auto Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>			Bid No: N/A		
Contract End Date: 3/31/17		Contract # Issued By Purchasing: CM6542			Form 1295 Certificate #: 2016-113508		

~~2016~~
~~Signature~~
~~R~~

Approved By:	Signature	Date
Department Head:	Janeisha Kelly	9/20/16
Purchasing Agent:	Gina Mylar, CPFB	09/28/2016
County Legal:	[Signature]	09/28/2016
Contract Listed in Budget Documentation: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Budget Office:	[Signature]	9/29/16
Budget Available and Funds are/will be Available: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Auditor:	[Signature]	9/30/16



Galveston County

INFORMATION TECHNOLOGY

5WH MICROSOFT AZURE SUBSCRIPTION

Who: Infrastructure Support

What: Microsoft Azure Subscription
Enrollment No.: 6519245 Agreement No.: 01E73535
Maintenance From date: 4/1/2016 Maintenance To date: 3/31/2017

Where: Courthouse Datacenter

When: August 30th, 2016

Why: Microsoft Azure is the cloud platform in which some of our servers reside. These servers are the key authentication providers for our email system. These servers reside on the Azure platform in order to provide continued service even when county communications are unavailable.

How: Purchase azure subscription from enterprise agreement provider.

Estimated costs: \$6,120

Charge to: _____

Submitted by: Claudia Perez **Date:** 08/30/2016

Approved by: _____ **Date:** _____
IT Director / Assistant IT Director



Federal tax ID: 22-3695478
 1301 South Mopac Expressway
 Suite 375
 Austin, TX 78746
 Phone: 800-845-6801
 Fax: 512-732-0232

Please remit payment to:
 SHI Government Solutions Inc.
 P.O. Box 847434
 Dallas, TX 75284-7434
 Wire information:
 Bank of America
 a/c# 004795846371
 ABA# 111000025

Invoice No. GB00189635

Invoice date 3/31/2016
 Customer number 3001227
 Sales order GS00174649

Finance charge of 1.5% per month will be charged on past due accounts-18% per year. All returns require an RMA number supplied by your SHI GS sales team.

Bill To
 GALVESTON CO AUDITOR'S
 OFFICE P.O. BOX 1418
 GALVESTON, TX 77553
 USA

Ship To
 GALVESTON CO AUDITOR'S
 722 Moody Ave, 2nd Flr
 Information technology
 Galveston, TX 77550
 USA
 C505555/Claudia Perez

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
3/31/2016	Craig Bailey	C505555	FEDEX GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
26691616 J5U-00001 ESD MICROSOFT SELECT	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-SDD-2503 Enrollment No.: 6519245 Agreement No.: 01E73535 Country of Usage: USA Maintenance From date: 4/1/2016 Maintenance To date: 3/31/2017	5	5	1,224.00	6,120.00

Quote: 9130045

Sales Balance	6,120.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	6,120.00
Currency	USD

Pending Approvals
 Reselect
 Select All
 Search Options

Previous Page Previous Next Next Page
 Record 1 of 1

Add
 Delete
 Save
 Undo
 Record Info
 Threaded Notes
 View Last Changes
 Record Options

Show Grid
 Restore Layout
 Grid Options

Restore Layout
 Screen layout

PR CR609728 **PO** **Status** PR

Vendor RemitTo ShipTo BillTo **Sec Cd** 1591 **Apv**

703308 Addr PA
 SHI GOVT SOLUTIONS
 1250 CAPITAL OF TX HWY STE 300 BLDG 2
 AUSTIN, TX 78746

Phone Cd: MN (512) 634-8100

Regst'd Aprv'd Printed
 By LMICHAELS.XT.6233
 Date 08/31/2016

Details Dates Blanket Req. Codes Misc.

Confirming Person
 Cust / Order # Bid # PO Type P
 Contract # End Use Pay By Amount
 Buyer

PO Totals **Balance:**
 \$6,120.00 \$6,120.00
 Invoiced: \$0.00

Account Terms

Items Association Codes Compliance Notes
 Items

Item Number	Quantity	Fully Qualified Account No.	Units	Description
0001		5 GL 11011591005423500	EA	SOFTWARE MAINTENANCE - AZUREMNTRYCM

CM16542

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-113508

Date Filed:
09/19/2016

Date Acknowledged:
9/28/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHI Government Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

GB00189635
Azure Order

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARC A. POOLE
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2408905
My Commission Expires 5/25/2021

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cassie Skelton, this the 22nd day of September, 2016, to certify which, witness my hand and seal of office.

Marc Poole

RFP Specialist

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Xerox WorkCentre 7845 SMTP Transfer Report



Job Status: SUCCESS Job has been transferred to the SMTP server.

Job Information

Device Name: IT27XER
Submission Date: 08/31/16
Submission Time: 08:54 AM
Images Scanned: 3
Size: 108624
Attachment Name: CR609728.pdf
Format: Image-Only PDF
Encrypted E-mail: No

SMTP Server

Address: SMTP.gc.pri.25

Message Settings:

Subject: CR609728
From: noreply@co.galveston.tx.us
Reply To: noreply@co.galveston.tx.us
To:

1. prodcc@co.galveston.tx.us
2. Erin.Quiroga@co.galveston.tx.us
3. IT-Admin@co.galveston.tx.us

**Galveston County, Texas
Recommended Budget
Fiscal Year 2016 Contracts**

Object	PrDescription/Comments	Begin Date	End Date	Vendor	Contract Type	New	Qty	Unit Cost	Requested Amt	Recommended Amt	
<div style="border: 1px solid black; padding: 5px;"> 1591 Department: Information Technology 159100 Division: Information Technology </div>											
1101 Fund: General Fund											
5423000	1 Hardware support	10/01/2015	09/30/2016	BIDCON		Y	1	12,075	12,075	12,075	
	hardware support for disaster recovery storage				Bid and Contract Vendor						
5423000	1 Large UPS Battery	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	Y	1	25,000	25,000	25,000	
	Large UPS backup batteries.				Bid and Contract Vendor						
5423000	2 Annual Renewal Avtech Maintenance	10/01/2015	09/30/2016	705534		N	1	200	200	200	
	Avtech maintenance renewal for climate control				ABACUS COMPUTERS INC						
Object: 5423000											
									New Total:	358,425	358,425
									Ongoing Total:	200	200
									Object Total:	358,625	358,625
5423500	1 Microsoft Enterprise Renewal	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	N	1	480,000	480,000	480,000	
	EA Renewal and annual true up cost				Bid and Contract Vendor						
5423500	1 Software Maintenance for Omni & Eluror	10/01/2015	09/30/2016	705002	SOFTWARE	N	1	18,000	18,000	18,000	
	Software support for Omni & Eluror				ACS GOVERNMENT SYSTEM INC						
					CM12011						

AGENDA ITEM #19.



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

October 3, 2016

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

Re: Appointment of the Galveston County Purchasing Agent

Gentlemen,

On the 29th day of September, 2016, the Purchasing Board of Galveston County, in compliance with Local Government Code Section 262.011, re-appointed Rufus G. Crowder as Purchasing Agent of Galveston County, Texas, for a two-year term of office beginning September 29, 2016 and ending September 28, 2018.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", followed by a long, sweeping horizontal line that extends across the page.

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



16 SEP 29 PM 4: 21
District Clerk
Galveston County, Texas

STATEMENT OF OFFICER

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

Position to Which Elected/Appointed: Galveston County Purchasing Agent

City and/or County: Galveston, Galveston County

Execution

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

Date: September 29, 2016

Printed Name of Officer: Rufus Crowder

Signature of Officer: 



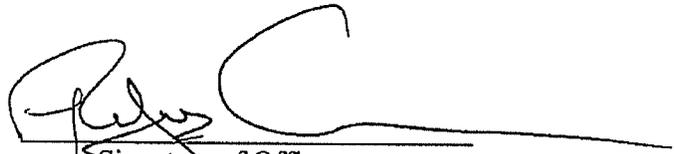


16 SEP 29 PM 4:21
Rufus Crowder
DISTRICT CLERK
GALVESTON COUNTY, TEXAS

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS, I, Rufus Crowder, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Galveston County Purchasing Agent of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Rufus Crowder
Print Name of Officer

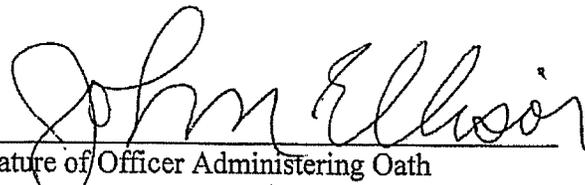

Signature of Officer

State of Texas

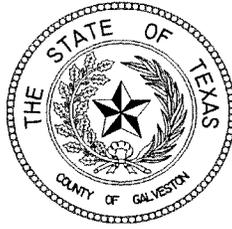
County of Galveston

Sworn to and subscribed before me this 29th day of September, 2016.




Signature of Officer Administering Oath
Printed Name: John Ellison

AGENDA ITEM #20.a.



COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

October 4, 2016

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

**Re: Bid #B152019, Vehicle Collision & Body Repair
Contract #CM15208**

Gentlemen,

The contract associated with Bid #B152019, Vehicle Collision & Body Repair, is scheduled for its first extension on September 29, 2016. The contracted vendor for this service is Marty's City Auto, Inc. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus", followed by a long horizontal line extending to the right.

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

Attachments



The County of Galveston

Professional Services
Fleet Department
5115 Highway 3
Dickinson, TX. 77539

John Fesler, Fleet Director

Office 281-309-5074

Date: September 6, 2016

To: Rufus Crowder, Purchasing Agent

From: John Fesler, Fleet Director

Re: Bid #B152019 Vehicle Collision & Body Repairs - 1st extension September 29, 2016 - September 28, 2017. The current vendor is Marty's City Auto, Inc.

I recommend the first extension of the above bid with Marty's City Auto.

Marty's City Auto, Inc.
520 44th St.
Galveston, Tx.77550
O-409-765-9788 F-409-762-2050

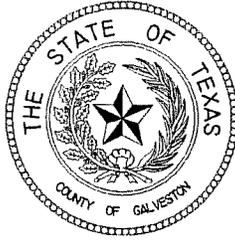
Galveston County Purchasing Agent
Rufus Crowder
Galveston, Texas 77550

Ref: Contract Extensions
Vehicle Collision & Body Repairs
Bid #B152019 Contract CM15208

To whom it may concern,
This letter is to verify the extension of current contract for
Marty's City Auto, Inc. effective September 29, 2016 until
September 28, 2017. If any further information is needed
please feel free to contact us at 409-765-9788

Thank You,

Gabriela Velasquez



State of Texas

County of Galveston

Contract

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

Contract Number: CM15208

Invitation to Bid Number: Bid# B152019 Vehicle Collision & Body Repairs

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be 09/29/2015. The Contract will terminate on 09/28/2016.

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

Renewal Options: (if applicable):

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

Contractor: Marty's City Auto, Inc.

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

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

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

MANTYS CITY AUTO
520 44TH ST
GALVESTON, TX 77550

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.
2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.
3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.
4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on this the 1st day of September, 2015.

Contractor:

MANTYS CITY AUTO

By: [Signature]

Date: 8-18-15

Galveston County

By:

[Signature]
Mark A. Henry, County Judge

Date: 9/1/15

Attest:

[Signature]
Dwight Sullivan, County Clerk

By [Signature] Deputy
Mae Ross

BID #: B152019
OPEN: 08/13/2015
2:00 PM

BID SHEET
VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 50.⁰⁰/38.⁰⁰

OPTIONS TO RENEV 2 Extensions/1 Year Options

Abriela Meza
WITNESS

8-12-15
DATE

MARTYS CITY AUTO
COMPANY NAME

Thomas H. Crosslin
AUTHORIZED REPRESENTATIVE'S SIGNATURE

THOMAS H. CROSSLIN
PRINTED NAME

MANAGER
TITLE

520 44TH STREET
CORRESPONDENCE ADDRESS

GALVESTON, TX 77550
CITY, STATE ZIP CODE

1-14-1883483-1
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

520 44TH STREET
REMIT ADDRESS

GALVESTON, TX 77550
CITY, STATE ZIP CODE

409-765-9788
TELEPHONE NUMBER

409-762-2050
FAX NUMBER

ADDENDUM'S RECEIVED #1 #2 #3

LINE ITEM DETAIL

BID #: B152019
 OPEN: 08/13/2015
 2:00 PM

VEHICLE COLLISION & BODY REPAIR
 GALVESTON COUNTY, TEXAS

VENDOR ID 705312 MARTY'S CITY AUTO INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	95330	MECHANICAL LABOR RATE (to include bodywork, mechanical, frame straightening, detailing, and shop materials). Approximately 1100 hours per year.	1	HR	50. ⁰⁰	\$ 0	\$ 50. ⁰⁰
0002	95330	PAINT & PAINT RELATED MATERIALS (to include paint, clear coat, detailing, all paint)	1	HR	38. ⁰⁰	\$ 0	\$ 38. ⁰⁰
0003	95330	HAZARDOUS WASTE DISPOSAL PER JOB	1	EA	0	\$ 0	\$ 0
0004	95330	PICK-UP & DELIVERY CHARGE DRIVEABLE	1	HR	0	\$ 0	\$ 0
0005	95330	PICK-UP & DELIVERY CHARGE NON-DRIVEABLE	1	HR	0	\$ 0	\$ 0
0006	95330	MINIMUM TOWING CHARGE NON-DRIVEABLE. This amount may only be billed if the hourly rate is lower (i.e. 10 minutes towing time). Towing charges will be billed at actual time spent in hook up and delivery (i.e. 1 hour 10 minutes may not be billed as 2 hours).	1	EA	0	\$ 0	\$ 0

LINE ITEM DETAIL

BID #: B152019
OPEN: 08/13/2015
2:00 PM

VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS

VENDOR ID 705312 MARTY'S CITY AUTO INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
Extended Price Total of all Items							\$ 50. ⁰⁰ / _{38.}

**SPECIAL PROVISIONS
VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS**

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

PURPOSE:

Galveston County is seeking a responsible, independent contractor to provide vehicle collision and body repair services for Galveston County.

BID GUARANTEE:

A bid bond is not a requirement of this solicitation.

PERFORMANCE AND PAYMENT BONDS:

Performance and Payment bonds are not a requirement of this solicitation.

BEST AND FINAL OFFERS (BAFO):

The Best and Final Offer process is not a requirement of this solicitation.

TERM OF CONTRACT:

The contract awarded under these specifications will be for one (1) year period with a renewal for two (2) years in one (1) year increments, exercisable at the sole discretion of the County. Galveston County shall provide written notice of its intent to exercise its renewal option at least thirty (30) days prior to the anniversary date of the contract.

COST ADJUSTMENT:

Prices quoted shall be firm for the initial contract term and all approved extensions periods. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for the materials requested in this solicitation.

Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the provisions of the accompanying contract document.

If during the life of the contract, the successful bidder's net prices to other customers for uniforms awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.

Any requests for price increases must be made in writing on company letterhead and addressed to the Galveston County Purchasing Agent. The requests shall be accompanied by written documentation from company suppliers and manufacturers of the requested materials that evidence the extenuating circumstances. Likewise, if any decreases occur in the industry during the contractual period, the Contractor shall extend these decreases to the County without prior request from the County. Increases in freight rates, oil embargos, or other extenuating circumstances are governed by the General Provisions, page 3, Item 12, Pass Through Cost Adjustments. These particular requests may be allowed only if prior approved by the Galveston County Commissioners' Court. It is understood that rail freight rates are subject to increase or decrease by the regulatory authority.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to

BID #: B152019
OPEN: 08/13/2015
TIME: 2:00 P.M.

**SPECIAL PROVISIONS
VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS**

accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.

BID SUBMISSION:

Bidders must submit references and qualifications along with their bid. Questions that arise during the repair of County vehicles must be cleared through Galveston County's Fleet Director, who for the purpose of this bid is:

**Michael Tubbs
Galveston County Fleet Director
5115 Highway 3
Dickinson, Texas
(281) 309-5055**

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY and are only meant to describe the type of services described by the County. Services must meet or exceed the specifications listed below to be considered for award.

BIDDERS QUALIFICATIONS:

All potential contractors shall be primarily engaged in the car, truck, and body repair work and are required to furnish evidence of having necessary experience, ability, facilities, and financial resources to perform the work as designated in the following set of specifications:

Bodywork
Paint
Chassis/Frame straightner
Mechanical Repairs
Glasswork
Front & Rear Alignment
Air Coniditioning

Awards will not be based on the total sum price. In the case of errors in extensions, the unit price will prevail.

No contract will be awarded except to a responsible independent contractor who is capable of performing the class of work contemplated. Bidder must also have a valid Salvage License.

The successful bidder shall notify and receive prior approval from the Galveston County Purchasing Agent before sub-contracting any portion of work described in this Invitation to Bid.

The County of Galveston reserves the right to inspect bidder's facility and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract. All employees of the successful contractor are subject to criminal background checks.

QUALIFICATIONS/FACILITY REQUIREMENTS:

To be considered for award, bidders must have a complete body shop meeting the following requirements:

Paint Booth
Automotive frame straightening machine with qualified on-site operator(s)
Ability to perform front/rear wheel alignments
Mechanical repairs
Glasswork

**SPECIAL PROVISIONS
VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS**

Air Conditioning Service

Bidder must have the necessary equipment to restore damaged vehicles to their pre-accident OEM condition. At a minimum, the facility must contain the following items of equipment or must subcontract repairs to subject to agreement and approval of the Galveston County Commissioners' Court to subcontractors that have the following items of equipment and can document training requirements.

1. Frame repairs performed at the facility, unibody and full frame repair equipment capable of restoring damaged full frame unibody vehicles to their pre-accident condition in terms of function, safety and appearance;
2. Painting systems, methods and materials that are capable of producing an OEM type finish;
3. A spray booth conforming to all federal regulations and local zoning laws; and
4. Air conditioning evaluation equipment.

All repair equipment must be maintained in good and safe working order and state repair at all times, in accordance with all applicable legal and regulatory requirements.

Contractor agrees to provide continuing formal education for all of its management and technical personnel to ensure proper repair techniques are mastered and utilized. If the contractor performs frame repairs, applicable facility personnel must be trained to repair both full frame and unibody constructed vehicles. Additional training be made available from manufacturers, distributors and suppliers of motor vehicles, vehicle components and repair equipment, are also recommended and strongly encouraged.

Bidders must have a successful record of compliance with all City, State, and Federal guidelines and all Fire Codes. Certificate of Occupancy must be submitted with bid. All Fire Codes must be adhered to.

The contractor shall provide free estimates for County vehicles at any of the County's locations. All estimates shall be complete and include all parts and charges with exception of "hidden" damage, which may not be obvious until repair has been initiated. In some case of severe body damage, a vehicle may be towed to the vendors shop and taken apart for further inspection to assure no damage is overlooked.

All estimates shall be typed or computer generated, completed and submitted for review within twenty-four (24) hours of receipt of vehicle.

No repairs shall be initiated until estimates are presented prior to any work performed, and shall be verified by any authorized representative of the County. A vehicle may be withdrawn at this point at the sole discretion of the County.

An authorized representative of the County must approve any variations from the original estimate before any work is done. All variations must be presented in writing, with detailed information to be included in the original estimate.

The County shall reserve the right to verify, through independent appraisal, if the estimate is complete and reasonable.

**SPECIAL PROVISIONS
VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS**

PERFORMANCE:

WRITTEN NOTIFICATION SHALL BE GIVEN IF REPAIR TIMES EXCEED AMOUNTS SHOWN BELOW:

1. Jobs costing \$2,000 or less shall be completed within five (5) working days, unless delay by replacement parts ordered, not considered the fault of the successful vendor.
2. Jobs over \$2,000 shall be completed within ten (10) working days, unless delayed by replacement parts ordered, not considered the fault of the successful vendor.

Repeated failure by the Contractor to complete jobs within the agreed time frame (more than three (3) times within one (1) period) may result in contract termination.

At its option, the County may supply any tires/parts required for a vehicle repair, through the use of prior arranged contracts for such.

All replacement repair parts used shall be new, unused, ORIGINAL EQUIPMENT MANUFACTURED parts, unless otherwise prior approval for alternatives is given by an authorized representative of Galveston County.

SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL GRAPHICS AND EMERGENCY EQUIPMENT INCLUDING BUT NOT LIMITED TO PUSH BARS, STROBE LIGHTS AND BARS, ETC.

Periodically during the Contract term, replacement repair parts invoiced may be audited for compliance to above conditions, and specifications.

REPAIR STANDARDS:

Contractor will complete all repairs necessary to restore the vehicle to its pre-accident condition terms of form, fit finish, appearance, durability, functionability, safety, and value. All such repairs shall be completed in accordance with shall exceed industry standards in effect at time of repair.

INSURANCE:

Neither the Contractor nor any of its subcontractors shall commence work under this contract until the Contractor has delivered certificates of insurance evidencing the insurance required by this Section and bearing notations evidencing the payment of premiums and coverage and amount approved by the Galveston County Commissioners' Court.

The Contractor shall provide Workers' Compensation Insurance and Employer's General Liability Insurance as required by the Workers' Compensation Law.

Without limiting or restricting the provisions of Section 30, Proof of Insurance, of the General Terms and Conditions, the Contractor shall maintain \$2,000,000 in the aggregate, \$1,000,000 per occurrence, with a company or companies licensed in the State of Texas with or better Best Rating.

Garage Policy of insurance, including, without limitation, the following coverage:

Garage Liability Insurance including Product Liability, Contractual Liability and Completed Operations coverage, in amount not less than \$1.0 million combined single limit per occurrence; Garage Keepers Insurance in the amount not less than \$1.0 million combined single limit per occurrence; and Excess Liability insurance coverage in an amount not less than \$1.0 million combined single limit per occurrence.

**SPECIAL PROVISIONS
VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS**

The certificate of insurance for the above coverage must include a notation evidence minimum of 10-day cancellation notice to the County of Galveston and list the County of Galveston and the Galveston County Commissioners' Court as an additional insured.

The vendor assumes all responsibility for vehicles in their possession until returned to the County of Galveston.

VEHICLE TYPES:

The contract shall cover the following types of vehicles:

Passenger vehicles (sedans, light trucks up to 14,500 GVW or equivalent and similar equipment such as vans, etc.) including fiberglass work.

Trucks (vehicles over the sizes indicated above), including fiberglass work.

Galveston County reserve the right to assign vehicles which require specialized proprietary repairs, finish, etc., to any other contractor at its discretion depending on the nature and extent of the specialized or proprietary work required.

PRIORITIES:

Time is of the essence in returning all vehicles to service. The successful bidder agrees that Galveston County Law Enforcement and Emergency vehicles, shall receive priority over other work in its shop unless specific prior approval had been obtained from an authorized representative of the County. The County agrees that the workload of contractor is such that timelines is not possible in a given situation, the County reserves the unilateral right to assign the job to a backup contractor.

ACTIVITY:

The County estimates that approximately \$25,000 will be sent in automotive bodywork during each year of the contract, for a total of \$75,000 over three years. Approximately 90% of this work will be for Sheriff's Department vehicles as defined herein. These figures are only estimates and are not a binding guarantee of the work to be done under the contract.

PICKUP AND DELIVERY:

It shall be the responsibility of the contractor to pick up vehicles. If the vehicle is unable to be driven, it shall be the responsibility of the contractor to have the vehicle towed to their repair facility. Upon completion of repairs, an authorized representative of the County will inspect the vehicle. If it is determined that the vehicle is not properly repaired, the vehicle is to remain at the repair shop until the repairs are completed and approved by the County.

QUANTITIES:

The successful bidder is obligated to furnish the services described herein, which the County required for the operation. The dollar value and/or quantities stated herein are given as a general guide for bidding and are not guaranteed amounts.

The approximate annual value of this agreement is \$25,000.00 per year, for a thirty-six month period, for a total estimate of \$75,000.00. Actual amount may be more or less than those estimated herein.

Should a need arise for services which the successful bidder is unable to provide within the time required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the agreement.

BID #: B152019
OPEN: 08/13/2015
TIME: 2:00 P.M.

**SPECIAL PROVISIONS
VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS**

Should a need arise for services which the successful bidder is unable to provide within the time required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the agreement.

PRICING:

All estimates shall be provided at no cost to the County. All estimates shall be typed or computer generated. All estimates shall be itemized and include the hours, parts, and materials necessary for repairs. The hours and prices shall be based on the Motor Crash Estimating Guide in effect at the time. All estimates must detail, line by line, each part being repaired or replaced. References MUST include page and line numbers from the current Motor Crash Estimating Guide in effect at the time. If a part is not listed in the Motor Crash Estimating Guide, the vendor must provide a copy of the manufacturer's list price sheet in addition to charging the same discount as bid upon OFF the list price.

The County reserves the right to supply the vendor with parts. It shall be incumbent upon the successful bidder to supply the County with one (1) copy of the current Motor Crash Estimating Guide, prior to award and one (1) copy of updates thereafter.

UNBALANCED BIDS:

When a bid shows evidence of unbalanced unit prices when compared to other bidders (i.e., item(s) significantly underbid, while others grossly inflated), such a bid may be rejected as non-responsive.

BILLING:

Invoices shall be typed or computer generated and submitted by the vendor upon completion of repairs to the County Auditor. Invoices MUST itemize cost of materials, parts, and labor costs with part-numbers and description of all items used used to complete the repair. Vendor shall be paid ONLY when an authorized representative of Galveston County has given their satisfactory approval for work that has been completed.

Invoices must be itemized indicating all repairs and all parts used. Invoices must be submitted to:

**Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553**

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Vendor must accept purchase order numbers for specified supplies and equipment. Vendor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program. Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful vendor.

No taxes are to be added as Galveston County is exempt by statute.

EXCEPTIONS:

Any exceptions to bid conditions should be listed on a separate sheet of paper, attached to bid submittal and submitted with bid at the specified date and time of bid opening.

BID #: B152019
OPEN: 08/13/2015
TIME: 2:00 P.M.

**SPECIAL PROVISIONS
VEHICLE COLLISION & BODY REPAIR
GALVESTON COUNTY, TEXAS**

End of Special Provisions

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AGENDA ITEM #21.



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

October 4, 2016

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

**Re: Request to Utilize Cooperative Purchasing Program - Galveston County Jail
Kitchen Equipment Replacement**

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize the State of Texas approved competitively bid cooperative purchasing program provision 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 procure the following kitchen equipment for the Galveston County Jail:

- **Electric Tilting Skillet and accessories;**
- **Full Pot Fryers**
- **Garbage Disposers**
- **Convection Steamers**

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,


Rufus Crowder, CPPO CPPB
Assistant Purchasing Agent
County of Galveston

Dickey, Tammy

From: Bell, Mike J
Sent: Thursday, September 29, 2016 4:37 PM
To: Crowder, Rufus
Cc: Dickey, Tammy; Trochesset, Henry; Johnson, Mary; Delac, David
Subject: FW: Jail Kitchen Equipment
Attachments: Jail Kitchen Equipment.pdf

Importance: High

Rufus,

Please add to the Commissioner's Court agenda a request for approval to purchase these Jail Kitchen items via purchasing cooperative in lieu of formal bidding.

Sherriff Trochesset, Chief Johnson,

I will get the rest of the equipment ordered as soon as I get the approvals.
Both of the disposers are working in the dishwashing area. The new Kettle is wired and available for use. We fixed 2 of the ovens.

Please call me with any questions.
Thanks

Galveston County Facilities
Desk 409-765-2643
Cell 409-682-3302

-----Original Message-----

From: Quiroga, Erin
Sent: Wednesday, September 28, 2016 2:29 PM
To: Bell, Mike J
Subject: FW: Jail Kitchen Equipment
Importance: High

Mike,

Please thoroughly review the attached quotes for the jail equipment you requested on 09/26/16.
It appears Supreme Fixtures is the lowest quote.

Additional vendors contacted were non-responsive:

M.A.N.S. Distributors
ISI Commercial Refrigeration



Quote

09/28/2016

Project:
Galveston County Jail
Attn. Erin Quiroga CPPB
722 Moody
Galveston, Tx 77551

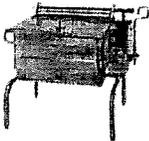
From:
Supreme Fixture Co., Inc.
Dan Pickett
11470 Hillguard Road
Dallas, TX 75243
501-455-2552
214-343-0700 (Contact)

Project Code: 1795

Job Reference Number: 1628

****Optional Equipment: Each Price Must Be Extended And Added To Grand Total:****

Order Status: Drop Ship To 77551

Item	Qty	Description	Sell	Sell Total
1	1 ea	TILTING SKILLET, ELECTRIC  Groen Model No. BPM-30E Eclipse™ Ergonomic Braising Pan, electric, 30-gallon capacity, 10" deep pan, 38" pan height, thermostatic controls, manual tilt, standard etch marks, faucet bracket, vented cover, round tubular open leg base, stainless steel construction, bullet feet, 11.5 kW	\$11,151.54	\$11,151.54
	1 ea	(1) year parts & labor, (10) year pan & body warranty, standard		
	1 ea	(153300) 480v/60/3-ph, 14.0 amps	\$403.17	\$403.17
	1 ea	146220 Faucet, single pantry, with swing spout & riser, left or right-sided mounting	\$304.37	\$304.37
	1 ea	147763 Prison Package, no TDO:	\$896.04	<Optional>
	1 ea	Dormont W75BP2Q48 Dormont Hi-PSI® Water Connector Hose, 3/4" dia., 48" long, covered with stainless steel braid, coated with gray antimicrobial PVC, brass two-way Quick Disconnect coupling, limited lifetime warranty	\$168.77	<Optional>
			ITEM TOTAL:	\$11,859.08
2	2 ea	FULL POT FRYER  Frymaster Model No. PMJ145 Performance Fryer, gas, floor model, 50 lb. capacity, open frypot design, reliable centerline fast-action temperature probe, thermostat knob behind front panel, includes: rack-type basket support, basket hanger, flue deflector & twin baskets, stainless steel frypot, door & cabinet, 6" adjustable legs, 122,000 BTU, NSF, CSA, cCSAus	\$2,546.01	\$5,092.02
	2 ea	NOTE: Select Program models available with standard controls and full frypot only		
	1 ea	NOTE: Gas fryers CANNOT be curb mounted		
	1 ea	FRYPOT warranty - 4th year lifetime part only, standard		
	1 ea	FRYPOT & ASSEMBLY warranty - 1st year parts and labor, 2nd and 3rd		

Initial: _____

Item	Qty	Description	Sell	Sell Total
		year parts only, standard		
	1 ea	CONTROLLER warranty - 1 year parts and labor, standard		
	1 ea	FENWAL THERMOSTAT warranty - 1 year parts and labor, 2nd year part only, standard		
	1 ea	ALL OTHER PARTS warranty - 1 year parts and labor, standard		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	2 ea	Millivolt Controller, standard		
	2 ea	Full frypots, standard		
	1 ea	Adjustable legs, standard		
	2 ea	Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 full port valve (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	\$143.28	<Optional>
			ITEM TOTAL:	\$5,092.02
3	3 ea	DISPOSER Salvajor Model No. 300-SA-6-ARSS Disposer, Sink Assembly, 6-1/2" sink collar, 3 Hp motor, start/stop push button, drain/flush/time delay, automatic reversing & water saving ARSS control, includes fixed nozzle, vacuum breaker, solenoid valve, sink stopper & flow control, heat treated aluminum alloy housing, single support leg, UL, CSA, CE	\$2,950.75	\$8,852.25
				
	3 ea	208v/60hz/3-ph, 8.8 amps		
	3 ea	OFC Off Chute, with 3 disposer support legs with stainless steel down flanges	\$558.43	<Optional>
	3 ea	980137 Disposer prison package, includes disposer safety guard, security screws with tool for control	\$73.05	<Optional>
			ITEM TOTAL:	\$8,852.25
4	2 ea	CONVECTION STEAMER Cleveland Range Model No. 24CEA10 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartiment capacity, manual controls, 60-minute mechanical timer & manual (continuous steaming) by-pass switch, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs	\$13,860.10	\$27,720.20
				
	2 ea	1-year limited warranty, standard		
	2 ea	(VOS2) 440-480v/60/3-ph, 39.8 amp, 32.6kW, 3-wire	\$286.21	\$572.42
	4 ea	Dormont W37BP2Q48 Dormont Hi-PSI® Water Connector Hose, 3/8" dia., 48" long, covered with stainless steel braid, coated with gray antimicrobial PVC, brass two-way Quick Disconnect coupling, limited lifetime warranty	\$105.92	<Optional>
			ITEM TOTAL:	\$28,292.62
			Merchandise	\$54,095.97
			Freight	\$210.60
			Total	\$54,306.57

BuyBoard Contract # 429-13

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$54,306.57

Initial: _____

ACE MART[®] RESTAURANT SUPPLY

Family Owned & Operated

Quote

09/27/2016

To:
Erin Quiroga
409-770-5391 (Contact)

Project:
Galveston County Jail - Buy Board -
Equipment
5700 Avenue H
Galveston, TX 77551

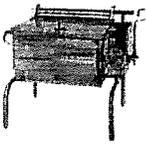
From:
Ace Mart Restaurant Supply -
Contracting
Hiyori Macy
2653 Austin Hwy
San Antonio, TX 78218-0100
210-323-4467 (Contact)

Project Code: 32201544

PRICING PER BUY BOARD CONTRACT #429-13

PRICE INCLUDES STANDARD DELIVERY OF A SINGLE SHIPMENT TO CUSTOMER'S DOCK AT SINGLE LOCATION. **NO INSIDE DELIVERY OR SET IN PLACE.**

PRICING IS FOR THE COMPLETE PACKAGE AS QUOTED. ANY CHANGE IN QUANTITY MAY REQUIRE RE-PRICING.

Item	Qty	Description	Sell	Sell Total
1	1 ea	TILTING SKILLET, ELECTRIC  Groen Model No. BPM-30E Eclipse™ Ergonomic Braising Pan, electric, 30-gallon capacity, 10" deep pan, 38" pan height, thermostatic controls, manual tilt, standard etch marks, faucet bracket, vented cover, round tubular open leg base, stainless steel construction, bullet feet, 11.5 kW Dimensions 43.50(h) x 38.50(w) x 39.75(d)	\$12,546.60	\$12,546.60
	1 ea	(1) year parts & labor, (10) year pan & body warranty, standard		
	1 ea	(153300) 480v/60/3-ph, 14.0 amps	\$443.49	\$443.49
	1 ea	146220 Faucet, single pantry, with swing spout & riser, left or right-sided mounting	\$334.81	\$334.81
		NON-STOCK/SPECIAL ORDER		
	Class 85	Weight: 567 lbs total		
			ITEM TOTAL:	\$13,324.90
2	2 ea	FULL POT FRYER  Frymaster Model No. PMJ145 Performance Fryer, gas, floor model, 50 lb. capacity, open frypot design, reliable centerline fast-action temperature probe, thermostat knob behind front panel, includes: rack-type basket support, basket hanger, flue deflector & twin baskets, stainless steel frypot, door & cabinet, 6" adjustable legs, 122,000 BTU, NSF, CSA, cCSAus Dimensions 46.00(h) x 15.63(w) x 31.50(d)	\$2,538.44	\$5,076.88
	2 ea	NOTE: Select Program models available with standard controls and full frypot only		

Galveston County Jail - Buy Board -
Equipment

Initial: _____
Page 1 of 3

Item	Qty	Description	Sell	Sell Total
	1 ea	NOTE: Gas fryers CANNOT be curb mounted		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	2 ea	Millivolt Controller, standard		
	2 ea	Full frypots, standard		
	1 ea	Adjustable legs, standard		
		NON-STOCK/SPECIAL ORDER		
	Class 85	Weight: 404 lbs total		
3	3 ea	DISPOSER	\$3,166.66	\$9,499.98
		Salvajor Model No. 300-SA-ARSS Disposer, Sink Assembly, with sink collar (size to be specified), 3-HP motor, single support leg, auto reversing magnetic, with start/stop push button, drain/flush/time delay, energy/water saving switch, includes sink collar with stopper, vacuum breaker, solenoid with flow control & fixed nozzle, heat treated aluminum alloy housing, single support leg, UL, CSA, CE		
	3 ea	PLEASE SPECIFY VOLTAGE. NON-STOCK/SPECIAL ORDER		
	Class 85	Weight: 396 lbs total		
4	2 ea	CONVECTION STEAMER	\$14,984.12	\$29,968.24
		Cleveland Range Model No. 24CEA10 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, manual controls, 60-minute mechanical timer & manual (continuous steaming) by-pass switch, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs Dimensions 65.50(h) x 24.00(w) x 33.00(d)		
	2 ea	1-year limited warranty, standard		
	2 ea	(VOS2) 440-480v/60/3-ph, 39.8 amp, 32.6kW, 3-wire	\$306.08	\$612.16
		NON-STOCK/SPECIAL ORDER		
	Class 85	Weight: 1056 lbs total		
			ITEM TOTAL:	\$30,580.40
5	1 ea	FREIGHT COST	\$178.00	\$178.00
		Custom Shipping Cost Ace Mart Houston warehouse to Galveston, TX 77551		
			Total	\$58,660.16

Prices Good Until: 10/27/2016

Standard Terms and Conditions

Terms: Payment in full is required on all special orders. Stock equipment requires a 50% deposit. Balance due prior to delivery. The prices contained in this quote are based on payment by cash, check, or bank wire transfer, any other means of payment must be negotiated prior to the acceptance of this quote. Pricing is good for thirty (30) days unless otherwise noted. Prices contained on this quote are subject to Ace Mart being awarded the entire quoted package. If individual line(s) are chosen, pricing is subject to change.

Ace Mart Restaurant Supply - Contracting

09/27/2016

The restocking fee and freight charges must be determined and accepted before the return of any item. Availability of merchandise is subject to change. Please allow 60 days after receipt of order for delivery on all special order merchandise. Ace Mart will not be held responsible for manufacturer or freight delays.

- ~ Prices subject to change without notice unless otherwise specified on the Quote.
- ~ Freight and installation charges are not included unless otherwise specified on the Quote.
- ~ Acceptance of this proposal is subject to the final approval of the home office of Ace Mart Restaurant Supply.
- ~ All electrical, mechanical, and plumbing interconnections and final connections to be installed by others.
- ~ All valves, traps, fittings, and connections to water and drains by others.
- ~ All contractors, motor starters, disconnects, plugs and pigtails not provided as standard by the manufacturer are to be provided by Electrical Contractor.
- ~ All roof penetrations and re-sealing to be performed by others.
- ~ All wall backing for over shelves to be installed by a General Contractor.
- ~ All wall mount shelving to be installed by a General Contractor.
- ~ Any required crane or forklift to be supplied by the General Contractor unless specifically quoted.
- ~ The term "Installation" in our quote means: Delivery to the job site, unload, un crate, assemble (chairs, tables and small equipment...not to include walk-ins or hood systems), set in place and level. Installation is based on non-union installers.
- ~ All final Electrical & Plumbing connections to be done by General Contractor.
- ~ Warranties are standard as offered by the manufacturer unless otherwise stated.
- ~ Not withstanding anything to the contrary contained in the Quote Documents, this proposal is specifically subject to the agenda attached hereto and conditional upon the written approval of any contract forms by the Ace Mart Restaurant Supply Credit Department. No legal or equitable rights against Ace Mart Restaurant Supply shall be created until such written approval has been obtained.
- ~ Applicable sales tax will be added to the project at time of invoicing.
- ~ The prices contained in this quote are based on payment by cash, check, or bank transfer; any other means of payment must be negotiated prior to the acceptance of this quote.

NOTE: Sales tax amount may change based on Texas Manufacturing Rules for Food Service equipment.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$58,660.16



Eclipse Braising Pan model BPM-30E/40E

Description

Braising pan shall be a Groen Eclipse™ Ergonomic Tilting Braising Pan Model BPM-30E or BPM-40E, electric-heated, manual tilting (specify 30 gallon) model BPM-30E or (specify 40 gallon) model BPM-40E with 10" deep pan on a rounded leg stand.

Construction

The pan body shall be of type 304 stainless steel, solid one-piece welded heavy-duty construction, with 10" pan depth. All exposed surfaces shall be of stainless steel.

The cooking surface is a heavy 5/8" thick stainless steel clad plate fitted with clamped-on flat bar electric heating elements, ensuring efficient heat transfer over the entire cooking surface. The heavy plate prevents warping or distortion. (see operator's manual for proper warm up settings).

Controls and tilt mechanism are mounted in stainless steel housings, on the pan body sides. Braising pan shall come standard with mounting bracket for either right-side, left-side or rear faucet mounting.

Etch marks included.

Finish

Interior of braising pan shall be polished to a 100 emery grit finish. Exterior of braising pan shall be built to a #3 finish, ensuring maximum ease in cleaning and maintaining appearance.

Sanitation and NSF Listing

Braising pan shall be designed and constructed to be NSF-listed meeting all known health department and sanitation codes. True rounded leg tubular stand design and 3" radius pan interiors make cleaning easier.

UL Listing

Braising pan shall be UL- and cUL- listed.

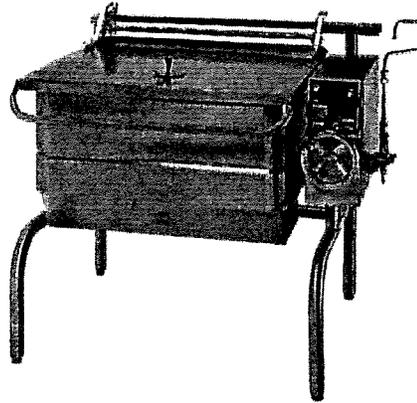
Manual Tilt

The braising pan shall have a smooth-action, quick-tilting body with manual crank tilt mechanism, which provides precise control during pouring of pan contents for easy operation. Pan body shall tilt past vertical to assist in cleaning.

Vented Cover

A heavy-gauge, fully adjustable one-piece cover is standard with torsion bar type counterbalance designed to maintain selected cover position. A vent is provided in the cover top to regulate condensate buildup and a rear condensate drip shield is located under the cover to prevent condensate from dripping on floor when cover is opened.

Model BPM-30E shown



Controls

Operating controls include console mounted ON power switch, ON power indicator light, HEAT indicator light and temperature control.

Performance/Features

Braising pan shall be equipped with controls that allow operation at 7-degree angle to facilitate griddling. Braising pan shall be thermostatically-controlled for automatic shut-off when desired temperature is reached and temperature falls below desired setting. Braising pan to have High Limit thermostat as safety feature.

Installation

One electrical connection required. Specify 208, 240 or 480 Volt electrical service. All units ship three-phase, and are field convertible to single-phase operation.

Options/Accessories

- Steamer Pan inserts
- Single pantry water faucet
- Double pantry water faucet
- Steamer pan carrier (Model BPC)
- 2" tangent drawoff (option: must be ordered with unit)
- Flanged feet
- Pouring lip strainer
- Strainer for tangent drawoff valve
- Single or Double pantry faucet with spray hose assembly (48" or 60")
- Casters

Origin of Manufacture

Braising pan shall be designed and manufactured in the United States.

**Narrow Width
Stainless Steel
Manual Tilting
Braising Pan**

**Rounded Leg
Electric-Heated
30- and 40-Gallon
Capacity**

Short Form

Braising Pan shall be Groen Eclipse™ Ergonomic Tilting Braising Pan stainless steel, electric-heated, thermostatically controlled, Model BPM-30E or BPM-40E, on a rounded tubular leg stand. Heavy 5/8" thick stainless steel clad pan bottom with clamped-on flat bar-type electric heating elements. 30 gallon pan is 39" wide and 40 gallon pan is 48" wide both with a 10" deep pan. Smooth-action quick-tilting pan body with manual crank tilt mechanism, heavy-duty fully adjustable counterbalanced cover with condensate drip shield and cover vent. Single electric connection required; specify voltage (208, 240 or 480 Volt). UL- and NSF- listed. Made in USA.



Applications

Braising meat
Pan frying chicken
Asian stir-fry
Steaming vegetables
Frying short order items
Sautéing
Sauces/Roux
Roasting turkeys
Boiling
Simmering
Thawing
Reheating prepared foods

1055 Mendell Davis Drive, Jackson, MS 39272
888-994-7636, unifiedbrands.net
Please reference our website for the most updated product information and specifications.

Groen Braising Pan, Page 1

146630F

Revised 08/09



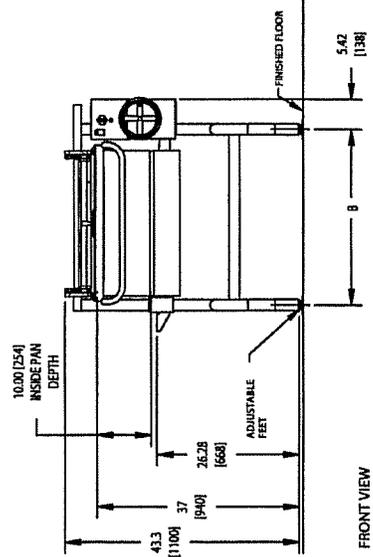
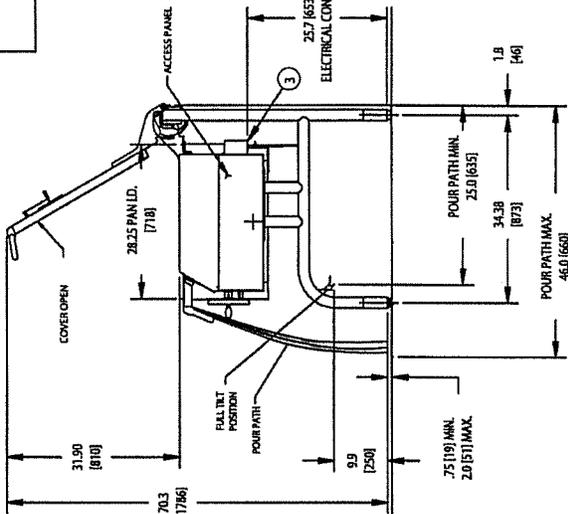
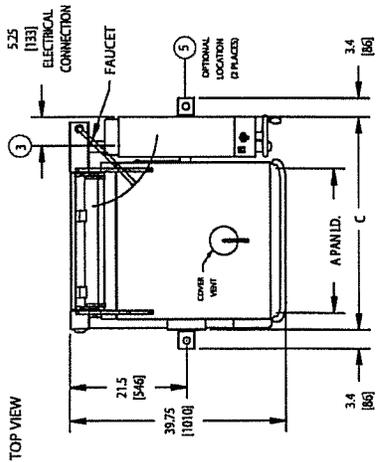
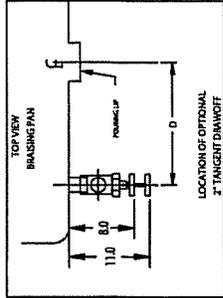
Model BPM-30E/40E

P/N 146196 REV B

RSTD	ELECTRICAL REQUIREMENTS			
	BPM-30E	BPM-40E	BPM-30E	BPM-40E
VOLTAGE	PHASE	AMPS	Row	Row
208	1	55	74	1
	3	32	43	3
240	1	48	64	1
	3	28	37	3
480	3	14	11.5	19
			19	3
			19	3

TABLE OF DIMENSIONS		BPM-30E		BPM-40E	
MODEL	DIMS.	INCH	MM	INCH	MM
A	26.25	667	3525	908	908
B	32.00	813	415	1054	1054
C	38.50	984	4600	1726	1726
D	8.75	222	13.50	343	343

- NOTES:
1. DIMENSIONS IN BRACKETS () ARE MM.
 2. CASTERS OR FLANGED FEET AVAILABLE AT AN EXTRA COST.
 3. ELECTRICAL CONNECTION: 0.75" DIA. [44] HOLE
 4. OTHER VOLTAGES AND PHASES ARE AVAILABLE.
 5. FAUCET BRACKET MAY BE INSTALLED ON LEFT OR RIGHT SIDE.
 6. FAUCET MAY BE INSTALLED ON FAUCET BRACKET OR ON REAR AS SHOWN.



1055 Mendell Davis Drive, Jackson, MS 39272, 888-994-7636, unifiedbrands.net
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MJ45 and MJ45-2 Gas Fryers

Project _____
 Item _____
 Quantity _____
 CSI Section 11400 _____
 Approval _____
 Date _____

MJ45 and MJ45-2 Gas Fryers -- Domestic & Export

Models

- PMJ145 PMJ145-2



PMJ145
Shown with optional digital controller and casters.

Standard Features

- Open-pot design is easy to clean
- 50-lb (25-liter*) oil capacity per full frypot; 25 (12 L) per split frypot
- 122,000 Btu/hr. Input (30,730 kcal) (35.8 kw) per full frypot; 63,500 Btu/hr. input (15,995 kcal) (18.6 kw) per split frypot
- Frying area 14" x 15" x 5" (35.6 x 38.1 x 12.7 cm) per full frypot; 7" x 15" x 4-3/4" (17.8 x 38.1 x 12.1 cm) per split frypot
- Master Jet burner system distributes heat evenly for efficient heat exchange and quick recovery
- Millivolt controller, no electric connection required
- Stainless steel frypot, door and cabinet
- Reliable, centerline, fast-action temperature probe
- Deep cold zone, 1-1/4 in. (3.2 cm) IPS ball-type drain valve
- Two twin baskets
- 6" (15.2 cm) legs with 1" (2.5 cm) adjustment
- 3/4" gas connection

Options & Accessories

- Stand-alone spreader cabinet
- CM3.5 or Digital controllers
- Electronic Ignition (full vats and above controllers only)
- Basket lifts** (only available with CM3.5 controller) – units with basket lifts require casters to be purchased also
- Frypot cover
- Casters
- Triplet basket
- Full basket
- Sediment tray
- Piezo ignitor
- Melt cycle (above controllers only)
- Boil out (CM3.5 controller only)
- Fish plate
- Splash shield

See Frymaster domestic price list for other available options and accessories.

**Not available for split frypots.

Specifications

Unsurpassed in their versatility, proven worldwide performance and low maintenance needs

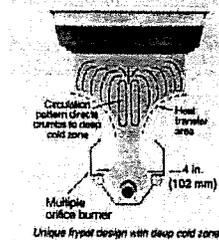
The MJ45 gas fryers are unsurpassed in their versatility, controlled performance and low maintenance needs. The MJ45 fryers offer options that accommodate a wide range of frying needs – everything from French fries, pre-breaded products to specialty foods.

The Master Jet burner system distributes heat evenly around the frypot, generating a large heat-transfer area for efficient exchange and quick recovery. They have earned a legendary reputation for durability and reliability. The MJ burners require no burner cleaning or air shutter adjustment. The reliable centerline fast-action temperature probe assures accurate temperatures for efficient heat-up, cooking and recovery.

The large cold zone and forward sloping bottom help collect and remove sediment from the frypot to safeguard oil quality and support routine frypot cleaning. The standard front flush feature deflects oil out from the back of the frypot, moving sediment to the front drain valve for easy and thorough removal.

The optional spreader can include a heat lamp and holding station. The holding station can use either cafeteria-style or scoop-type pan. The heat lamp and pans are integrated into the cabinet, making a complete warming station.

*Liter conversions are for solid shortening @ 70°F



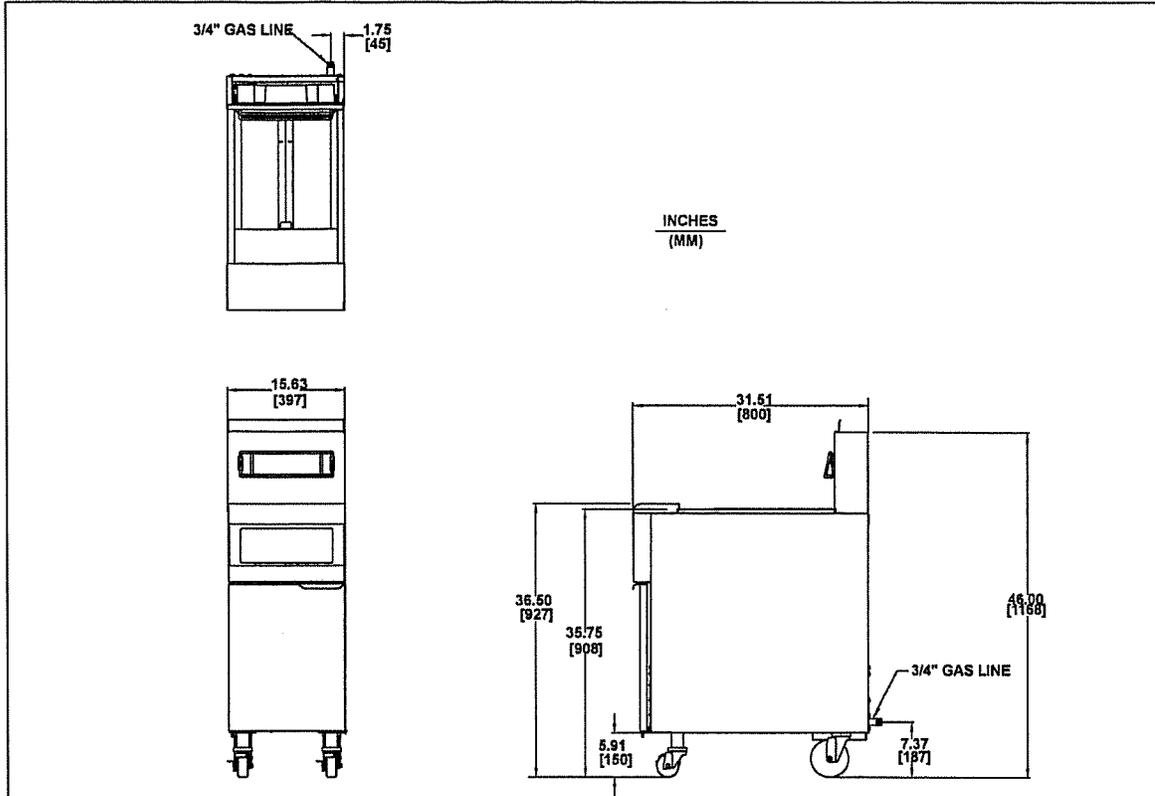
8700 Line Avenue
 Shreveport, LA 71106-6800
 USA

Tel: 318-865-1711
 Tel: 1-800-221-4583
 Fax: 318-868-5987
 E-mail: info@frymaster.com

www.frymaster.com
 Bulletin No. 818-0057
 Revised 11/2/15



MJ45 and MJ45-2 Gas Fryers -- Domestic & Export



DIMENSIONS

MODEL NO.	OIL CAPACITY	OVERALL SIZE (cm)			DRAIN HEIGHT	NET WEIGHT	SHIPPING INFORMATION					
		WIDTH	DEPTH	HEIGHT			WEIGHT	CLASS	CU. FT.	DIMENSIONS (cm)		
PMJ145 PMJ145-2	50 lbs. (25 liters) 25 lbs. (12 L) each side	15-5/8" (40.0)	31-1/2" (80.1)	46" (116.8)	10-5/8" (27.0 cm)	145 lbs. (66 kg)	202 lbs. (91.6 kg)	85	21	W 22" (56.0)	D 36" (91.4)	H 46-1/2" (108)

*Without basket lifts.

POWER REQUIREMENTS

MODEL NO.	BASIC DOMESTIC OPTIONS	
	CONTROLS/ FRYPOT	BASKET LIFTS*/ FRYPOT
PMJ145/PMJ145-2	N/A (millivolt controller)	
Non-millivolt controllers	120V 1 A 220V 1 A	120V 3 A 220V 2 A

*Not available for split frypots.

HOW TO SPECIFY

The following description will assist with ordering the features desired:
 PMJ45 50-lb. performance, open-pot gas fryer with millivolt controller; center-line, fast-action temperature probe.
 -2 Split frypot

NOTES

- Supply voltage 120V 60 Hz -- Control Voltage 24V 60 Hz, 120 VAC 5 ft. (1.5 m) grounded cord set.
- 1-1/2" (3.8 cm) kitchen main manifold gas supply line required. Gas inlet size (I.D.) should be no smaller than that provided for connection to the fryers. See service manual and/or plumbing codes for proper pipe sizing. Recommended minimum store manifold pressure to be 6" W.C. for natural gas and 11" W.C. for L.P. gas. Check plumbing codes for proper supply line sizing to attain burner manifold pressure of 3.5" W.C. natural or 8.25" W.C. L.P.

•DO NOT CURB MOUNT

CLEARANCE INFORMATION

- A minimum of 24" (61 cm) should be provided at the front of the unit for servicing and proper operation, and 6" (15.2 cm) between the sides and rear of the fryer to any combustible material.

8700 Line Avenue
Shreveport, LA 71106-6814
USA

Tel: 318-865-1711
Tel: 1-800-221-4583
Fax: 318-868-5987
E-mail: info@frymaster.com

www.frymaster.com
Bulletin No. 818-0057
Revised 11/2/15
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We reserve the right to change specifications appearing in this bulletin without incurring any obligation for equipment previously or subsequently sold. Check www.frymaster.com for updates.

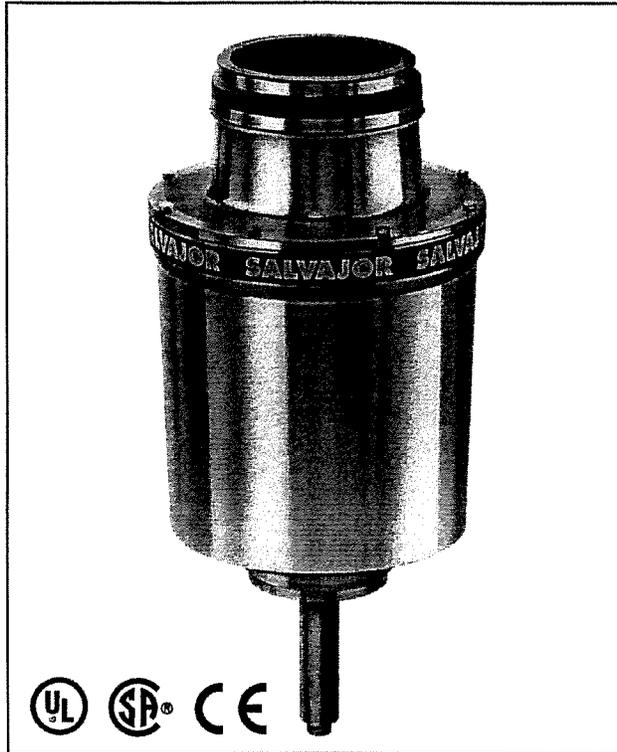
Model # _____
CSI Section 11400

3 HP Model 300



JOB: _____

Item No.: _____



FOOD WASTE DISPOSER SPECIFICATIONS

CORROSION RESISTANT BODY

Permanent molded from heat treated aluminum alloy.

TEFLON LIP WATER SEAL

Protects the motor from damage by water.

TAPERED ROLLER BEARING

Provides longer motor life, quiet operation and shock absorbing.

WATER COOLED MOTOR

Provides maximum efficiency and longer life.

QUIET OPERATION

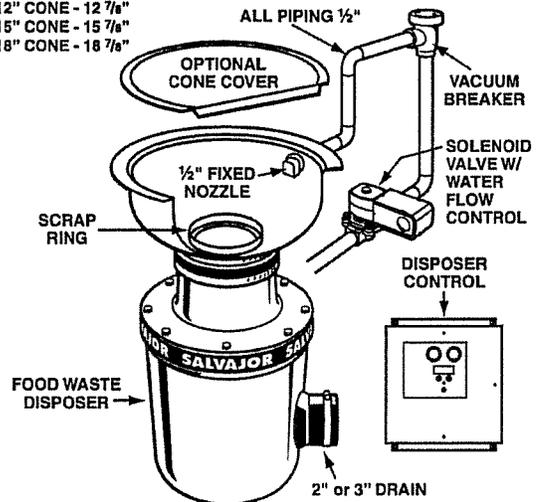
Extra thick rubber mounting adaptor and drain outlet isolates sound and eliminates vibration.

WASTE MIXING CHAMBER

Extra large to ensure proper mixture of water to waste.

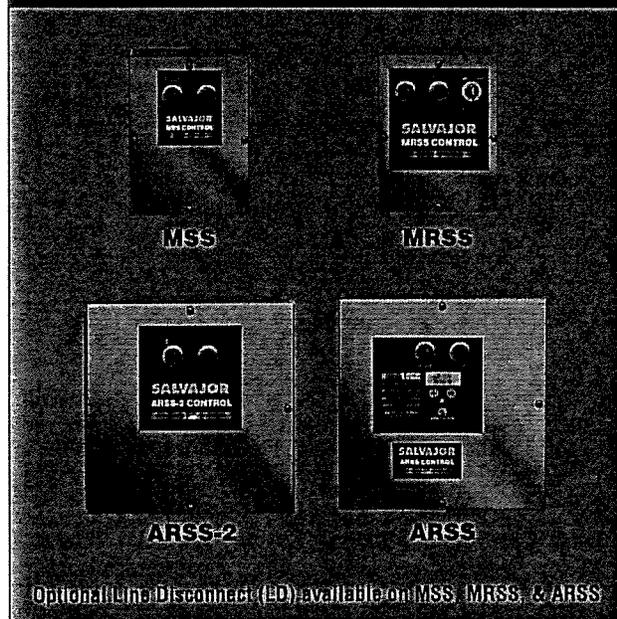
Cone Assembly

TABLE CUT-OUT:
 12" CONE - 12 7/8"
 15" CONE - 15 7/8"
 18" CONE - 18 7/8"



NOTE: INSTALL PER ALL APPLICABLE CODES

NEMA 4 Watertight Controls



FULL LOAD AMPS

<input type="checkbox"/>	208 Volts	3 Phase	8.8 Amps
<input type="checkbox"/>	230 Volts	3 Phase	8.0 Amps
<input type="checkbox"/>	460 Volts	3 Phase	4.0 Amps

◆ SPECIFY EXACT OPERATING VOLTAGE ◆

Salvajor Model 300

Food Waste Disposer 3HP – 3 Phase

DETAILS AND DIMENSIONS

SPECIFICATIONS:

MOUNTING – Rubber adaptor above grind chamber and rubber drain outlet isolates sound and eliminates vibration. No metal to metal contact.

EXTERIOR HOUSING – Permanent molded from heat treated, corrosion resistant aluminum alloy then computer machined to a smooth polished finish. Paint free.

SHREDDER – 9 inch diameter, machined high strength, wear resistant hardened carbide alloy.

ROTOR – 9 inch diameter with 4 cutter bars, machined high strength, wear resistant hardened carbide alloy.

MOTOR – 3 HP totally enclosed. Fan cooled and water cooled for efficiency and longer life. Built-in manual reset thermal overload protection. Available in 208-230/460 volts, 60 cycle, 3 phase.

BEARINGS – Tapered roller (top)
Sealed ball (bottom)

SEAL – Teflon Lip Water Seal.

WATER REQUIREMENT – 8 gallons of cold water per minute.

WASTE OUTLET – Rubber drain accepts 2" piping or 3" piping by removing drain insert.

DUAL DIRECTION GRINDING – Designed to operate in either direction. Direction of rotation can be controlled when installed with automatic reversing controls. *Reversing rotation can double cutting teeth life.*

LEG SUPPORT – Single leg, adjustable.

ASSEMBLIES: (See Specification Sheet)

CA – Cone Assembly with 12", 15" or 18" Cone
SA – Sink Assembly with 3 1/2" or 6 1/2" Sink Collar

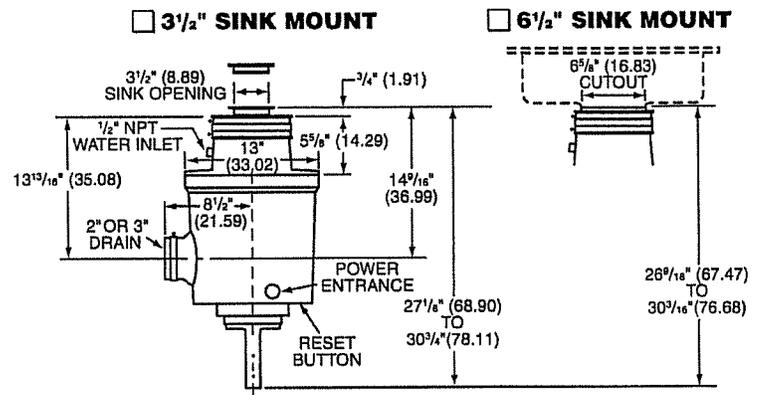
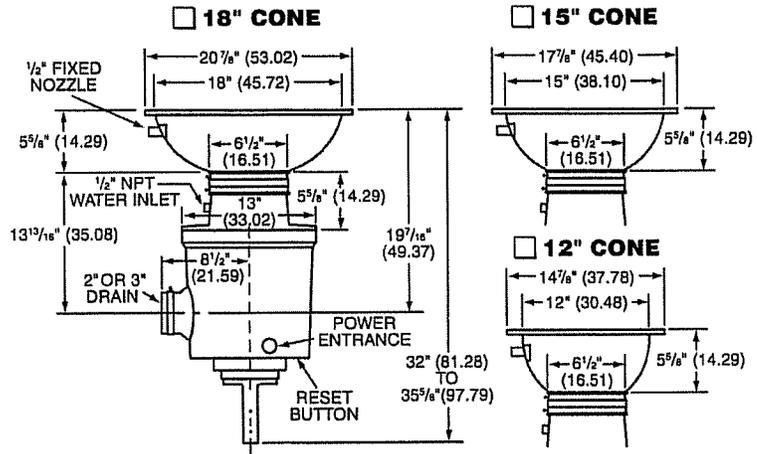
DISPOSER CONTROLS: (See Specification Sheet)

MSS: (Non Reversing)

MRSS: (Manual Reversing)

ARSS-2: (Automatic Reversing)

ARSS: (Automatic Reversing with Water Saver)



NOTE: Dimensions in parenthesis are in centimeters
(Specifications subject to change without notice)

Current specification details may be found online at www.salvajor.com

SAMPLE SPECIFICATION			
300-CA-18	ARSS	(230/60/3)	
Model	Cone Size	Disposer Control	Electrical Specs.
Assembly			
◆ SPECIFY EXACT OPERATING VOLTAGE ◆			



The Salvajor Company 4530 East 75th Terrace Kansas City, Missouri 64132-2081, USA

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www.salvajor.com

Email: sales@salvajor.com

service@salvajor.com

Manufacturers of Commercial Food Waste Disposing Systems since 1944

Printed in USA
Form No. S300 (11-13)



STEAMCRAFT® GENERATOR STYLE HIGH SPEED CONVECTION STEAMERS

Project _____
Item _____
Quantity _____
FCSI Section _____
Approval _____
Date _____

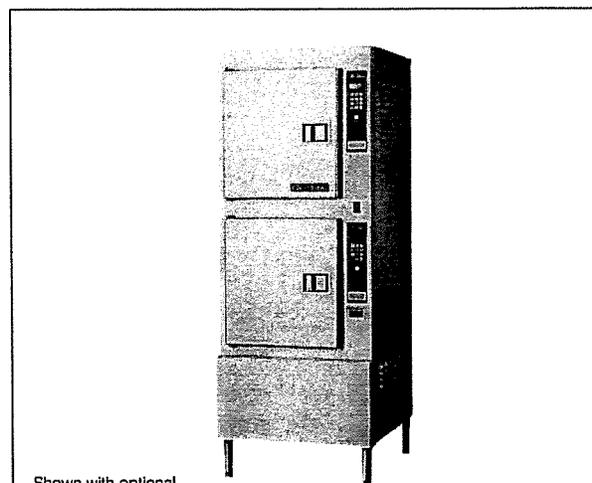
SteamCraft® Gemini™ 10

TWO COMPARTMENT FLOOR MODEL DESIGN
PRESSURELESS CONVECTION STEAMER
TWIN ELECTRIC STEAM GENERATORS, 16 KW EACH

MODEL: 24-CEA-10

Cleveland Standard Features

- Cooking Capacity for up to ten 12" x 20" x 2½" deep Cafeteria Pans, five each compartment.
- **Innovative PowerPak Electric Steam Generator:** Twin Vertical Atmospheric Electric Steam Generators operate independently. Two 8 KW Fire Bar Heating Elements per generator. Strong 14 Gauge Stainless Steel Construction. Large 5 gallon generator reservoir for each compartment for high speed steam cooking production. Two fully insulated rear mounted independent steam generators.
- Each steam-cooking compartment is independently operated and controlled by a separate stainless steel steam generator.
- **Easy Access Generator Cleaning Port:** Two Generator Cleaning Ports located on the outside, top of the unit.
- **Instant Steam Stand By Mode:** Hold generator at a steaming temperature. Allows unit to start cooking instantly.
- **Durable 14 Gauge, Stainless Steel Construction:** For compartment door, cavity and steam generator.
- **Two 60 Minute Electro-Mechanical Timers and Switches for manual operation:** Audible signal for cooking time completion. (MCS)
- **Main Power On/Off Switch:** Automatically fills generator with water, and then starts heating elements in generator.
- **Exclusive Steam Cooking Distribution System:** Exclusive Brass Steam Jets produce a high velocity convection steam without fans. Coved Corner design in cooking compartment distributes heat evenly, and is easy to clean. Creased top & bottom enhance drainage. Cold Water Condenser for each compartment maintains a dry steam. Fully Insulated cooking compartment for thermal efficiency. Removable Stainless Steel Slide Racks.
- **Automatic Generator Drain:** Contains a "Water Jet" Spray Rinse Drain Cleaning Cycle to keep drain clear.
- **Exclusive Automatic Probe for Water Level Control:** Separate from the generator for easy access, contains a high velocity rinse cycle to eliminate mineral build up.
- **Exclusive "Cool to the Touch" Two-Piece Compartment Door Design:** Free floating inner door with reversible gasket provides an air tight seal. Stainless Steel Slam/Latch Door Latch mechanism for reliability.
- **Condensate Drip Trough:** Provide under lower compartment door to collect condensate.
- **Left Hand Door Hinging:** Compartment Doors hinged on the left, controls on the right.
- **NSF Certified 6" Stainless Steel Legs** with adjustable flanged feet for a one inch level adjustment.



Shown with optional
Electronic Timer

Short Form Specifications

Shall be Two Compartments, Cleveland Convection Steamer series SteamCraft® Gemini™ 10, Model 24-CEA-10, Twin Electric Atmospheric Steam Generator, 32 KW input. Remote Probe Type Water Level Controls. Steam Generator with Automatic Water Fill on start up. Automatic Generator Blowdown, Two each 16.5 KW Fire Bar Heating Elements. Choice of Compartment Controls, Manual By Pass Operation Mode, Exclusive Cold Water Condenser design, Type 430 Stainless Steel exterior and cooking compartments.

Options & Accessories

- Right hand Door Hinging, Controls on the Right (DHR)
- Electronic Timer with Compensating Load Feature (ETC)
- ON/OFF Steam Switch only for compartment controls (MC)
- 10" Stainless Steel Legs (LF10)
- Dissolve® Descale Solution, 6 one gallon container w/ quart markings (106174)
- Compartment Door Steam Shut Off Switch (SCS)
- Cafeteria Pans in depths of 1", 2½" and 4"
- Low Wattage Option, 8 KW each compartment (LWO)
- Water Filters

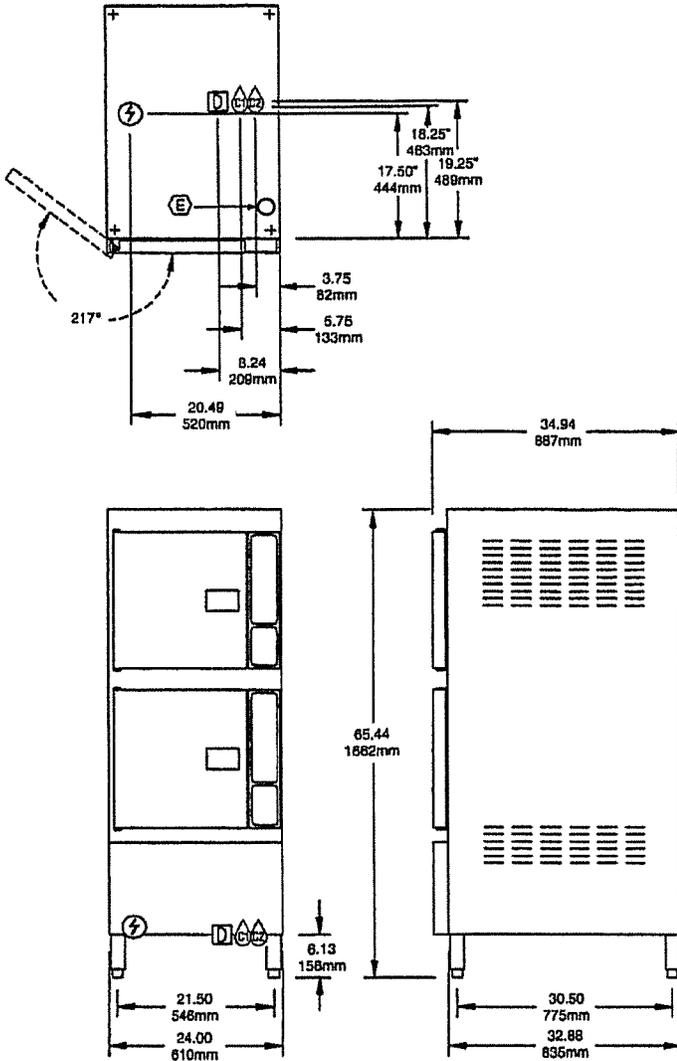
SECT. IV PAGE 15
0612

1333 East 179 St.,
Cleveland, Ohio, U.S.A. 44110

Tel: 1-216-481-4900
Fax: 1-216-481-3782

Web Site: www.ClevelandRange.com
Email: Steam@ClevelandRange.com





Each Compartment has capacity for:
 • Five, 12" x 20" x 2½" deep Cafeteria Pans.

WATER QUALITY REQUIREMENT
 The quality of water varies greatly from region to region. *Steam equipment must be blown down daily and chemically descaled periodically to ensure proper operation.* To minimize service problems caused by the accumulation of minerals and chemicals in water, review the following quality guidelines with a local water treatment specialist. Inlet water that is beyond these specified guidelines should be treated to achieve the acceptable limits.

TOTAL DISSOLVED SOLIDS	less than 60 parts per million
TOTAL ALKALINITY	less than 20 parts per million
SILICA	less than 13 parts per million
pH FACTOR	greater than 7.5
CHLORINE	less than 30 parts per million

A typical water quality analysis can be secured from your local water district. Water that is potable does not guarantee compatibility with steam equipment.

ELECTRIC ⚡		COLD WATER Ⓒ	DRAINAGE Ⓓ	CLEARANCE		
STANDARD ELECTRIC Volts Watts Ph Amps Wire 208 32,600 3 91.7 3 220 27,393 3 72.9 3 240 32,600 3 79.5 3 440 27,393 3 36.4 3 480 32,600 3 39.8 3 360 29,259 3 47.6 4 380 32,600 3 50.2 4 415 32,600 3 46.0 4		LOW WATTAGE OPTION Volts Watts Ph Amps Wire 208 16,600 3 47.3 3 220 13,948 3 37.6 3 240 16,600 3 41.0 3 440 13,948 3 18.8 3 480 16,600 3 20.5 3 360 14,899 3 24.5 4 380 16,600 3 25.9 4 415 16,600 3 23.7 4		35 psi minimum 60 psi maximum Ⓒ1 ¾" Dia. NPT for Generator (for water treatment connection) Ⓒ2 ¾" Dia. NPT for Condenser	1½" dia. Do not connect other units to this drain Drain must not be located beneath the steamer itself. Preferred floor drain location should be a minimum distance (from the unit) of at least 12" from the left side, 12" from the right side, 6" from the front and 6" from the rear Do not use PVC pipe	Right - 3", Left - 3", Rear - 3" (12" on control side if adjoining wall or equipment is over 30" high for service access) Contact factory for variances to clearances.

TOTAL CAPACITY (2 Compartments)	UTILITY CONNECTIONS
10 — 12" x 20" x 2½" Cafeteria Pans or 20 — 12" x 20" x 1" Cafeteria Pans or 6 — 12" x 20" x 4" Cafeteria Pans	(A) Electrical Supply (B) Cold Water Supply for Condenser 3/8" Dia. NPT (C) Cold Water Supply for Generator and Water Injection. 3/8" Dia. NPT (for water treatment conn.) Unit comes with a 50 Mesh Water Strainer (Installation required) (D) Drain: 1.50" Dia. (E) Inlet for Generator Deflaming Solution

NOTES:
 Cleveland Range reserves right of design improvement or modification, as warranted.
 Many regional, state and local codes exist and it is the responsibility of the owner and installer to comply with the codes.
 Cleveland Range equipment is built to comply with applicable standards for manufacturers. Included among those approval agencies are UL, ULC, UL/NSF#4 and CSA (AGA, CGA).

(NOT TO SCALE)
 SECT. IV PAGE 16
 0612
 Litho in U.S.A.



Quote

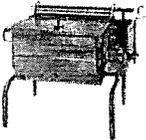
09/27/2016

To:
Galveston County
Erin Quiroga
722 Moody, 5th Floor
Galveston, TX 77550
409.770.5391 (Contact)
erin.quiroga@co.galveston.tx.us

Project:
TX Galveston County - Equipment
- September 2016

From:
Pasco Brokerage Inc
Emily Hart
6465 Chase Oaks Blvd
Plano, TX 75023-4621
(972) 596-3350
(972) 596-3350 (Contact)
ehart@pascoinc.net

Pricing per the Choice Partners Coop Contract #15/034TJ-08.
Pricing includes standard dock delivery to your location.

Item	Qty	Description	Sell	Sell Total
1	1 ea	TILTING SKILLET, ELECTRIC  Groen Model No. BPM-30E Eclipse™ Ergonomic Braising Pan, electric, 30-gallon capacity, 10" deep pan, 38" pan height, thermostatic controls, manual tilt, standard etch marks, faucet bracket, vented cover, round tubular open leg base, stainless steel construction, bullet feet, 11.5 kW	\$10,968.00	\$10,968.00
	1 ea	(1) year parts & labor, (10) year pan & body warranty, standard		
	1 ea	(153300) 480v/60/3-ph, 14.0 amps	\$397.00	\$397.00
	1 ea	146220 Faucet, single pantry, with swing spout & riser, left or right-sided mounting	\$299.00	\$299.00
2	2 ea	FULL POT FRYER  Frymaster Model No. PMJ145 Performance Fryer, gas, floor model, 50 lb. capacity, open frypot design, reliable centerline fast-action temperature probe, thermostat knob behind front panel, includes: rack-type basket support, basket hanger, flue deflector & twin baskets, stainless steel frypot, door & cabinet, 6" adjustable legs, 122,000 BTU, NSF, CSA, cCSAus	\$3,744.00	\$7,488.00
	2 ea	NOTE: Select Program models available with standard controls and full frypot only		
	1 ea	NOTE: Gas fryers CANNOT be curb mounted		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	2 ea	Millivolt Controller, standard		
	2 ea	Full frypots, standard		
	1 ea	Adjustable legs, standard		
	2 ea	T&S Brass HG-4D-48SK Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) quick disconnect, (2) SwiveLink swivels, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5'	\$231.00	\$462.00
3	3 ea	DISPOSER	\$2,956.00	\$8,868.00

Item	Qty	Description	Sell	Sell Total
		Salvajor Model No. 300-SA-ARSS Disposer, Sink Assembly, with sink collar (size to be specified), 3-HP motor, single support leg, auto reversing magnetic, with start/stop push button, drain/flush/time delay, energy/water saving switch, includes sink collar with stopper, vacuum breaker, solenoid with flow control & fixed nozzle, heat treated aluminum alloy housing, single support leg, UL, CSA, CE		
	3 ea	208v/60hz/3-ph, 8.8 amps		
	3 ea	6-1/2" sink mount		
4	2 ea	CONVECTION STEAMER Cleveland Range Model No. 24CEA10 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, manual controls, 60-minute mechanical timer & manual (continuous steaming) by-pass switch, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs	\$14,350.00	\$28,700.00
	2 ea	1-year limited warranty, standard		
	2 ea	CWT-06 Claris Water Treatment System, includes (1) pre-filter, (1) Claris X-large steam system, (1) Claris flow meter and (1) water test kit (see water quality requirements in price list)	\$792.00	\$1,584.00
	2 ea	(VOS2) 440-480v/60/3-ph, 39.8 amp, 32.6kW, 3-wire	\$296.00	\$592.00
		Merchandise		\$59,358.00
		Freight		\$520.00
		Total		\$59,878.00

Prices Good Until: 12/30/2016



Eclipse Braising Pan model BPM-30E/40E

Description

Braising pan shall be a Groen Eclipse™ Ergonomic Tilting Braising Pan Model BPM-30E or BPM-40E, electric-heated, manual tilting (specify 30 gallon) model BPM-30E or (specify 40 gallon) model BPM-40E with 10" deep pan on a rounded leg stand.

Construction

The pan body shall be of type 304 stainless steel, solid one-piece welded heavy-duty construction, with 10" pan depth. All exposed surfaces shall be of stainless steel.

The cooking surface is a heavy 5/8" thick stainless steel clad plate fitted with clamped-on flat bar electric heating elements, ensuring efficient heat transfer over the entire cooking surface. The heavy plate prevents warping or distortion. (see operator's manual for proper warm up settings).

Controls and tilt mechanism are mounted in stainless steel housings, on the pan body sides. Braising pan shall come standard with mounting bracket for either right-side, left-side or rear faucet mounting.

Etch marks included.

Finish

Interior of braising pan shall be polished to a 100 emery grit finish. Exterior of braising pan shall be built to a #3 finish, ensuring maximum ease in cleaning and maintaining appearance.

Sanitation and NSF Listing

Braising pan shall be designed and constructed to be NSF-listed meeting all known health department and sanitation codes. True rounded leg tubular stand design and 3" radius pan interiors make cleaning easier.

UL Listing

Braising pan shall be UL- and cUL- listed.

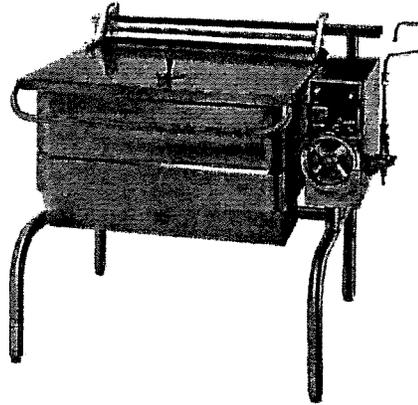
Manual Tilt

The braising pan shall have a smooth-action, quick-tilting body with manual crank tilt mechanism, which provides precise control during pouring of pan contents for easy operation. Pan body shall tilt past vertical to assist in cleaning.

Vented Cover

A heavy-gauge, fully adjustable one-piece cover is standard with torsion bar type counterbalance designed to maintain selected cover position. A vent is provided in the cover top to regulate condensate buildup and a rear condensate drip shield is located under the cover to prevent condensate from dripping on floor when cover is opened.

Model BPM-30E shown



Controls

Operating controls include console mounted ON power switch, ON power indicator light, HEAT indicator light and temperature control.

Performance/Features

Braising pan shall be equipped with controls that allow operation at 7-degree angle to facilitate griddling. Braising pan shall be thermostatically-controlled for automatic shut-off when desired temperature is reached and temperature falls below desired setting. Braising pan to have High Limit thermostat as safety feature.

Installation

One electrical connection required. Specify 208, 240 or 480 Volt electrical service. All units ship three-phase, and are field convertible to single-phase operation.

Options/Accessories

- Steamer Pan inserts
- Single pantry water faucet
- Double pantry water faucet
- Steamer pan carrier (Model BPC)
- 2" tangent drawoff (option: must be ordered with unit)
- Flanged feet
- Pouring lip strainer
- Strainer for tangent drawoff valve
- Single or Double pantry faucet with spray hose assembly (48" or 60")
- Casters

Origin of Manufacture

Braising pan shall be designed and manufactured in the United States.

**Narrow Width
Stainless Steel
Manual Tilting
Braising Pan**

**Rounded Leg
Electric-Heated
30- and 40-Gallon
Capacity**

Short Form

Braising Pan shall be Groen Eclipse™ Ergonomic Tilting Braising Pan stainless steel, electric-heated, thermostatically controlled, Model BPM-30E or BPM-40E, on a rounded tubular leg stand. Heavy 5/8" thick stainless steel clad pan bottom with clamped-on flat bar-type electric heating elements. 30 gallon pan is 39" wide and 40 gallon pan is 48" wide both with a 10" deep pan. Smooth-action quick-tilting pan body with manual crank tilt mechanism, heavy-duty fully adjustable counterbalanced cover with condensate drip shield and cover vent. Single electric connection required; specify voltage (208, 240 or 480 Volt). UL- and NSF- listed. Made in USA.



Applications

Braising meat
Pan frying chicken
Asian stir-fry
Steaming vegetables
Frying short order items
Sauteing
Sauces/Roux
Roasting turkeys
Boiling
Simmering
Thawing
Reheating prepared foods

1055 Mendell Davis Drive, Jackson, MS 39272
888-994-7636, unifiedbrands.net
Please reference our website for the most
updated product information and specifications.

Groen Braising Pan, Page 1

146630F

Revised 08/09



Model BPM-30E/40E

P/N 146196 REV B

ELECTRICAL REQUIREMENTS			
REGD VOLTAGE	PHASE	AMPS	PHASE
208	1	35	1
	3	32	3
240	1	48	1
	3	38	3
480	3	34	3
		11.5	19
			3
			15.3

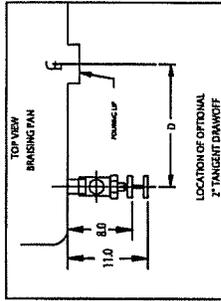
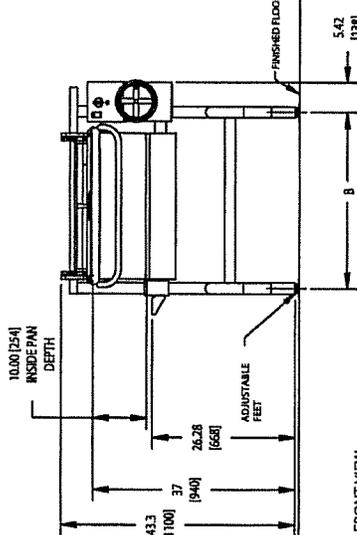
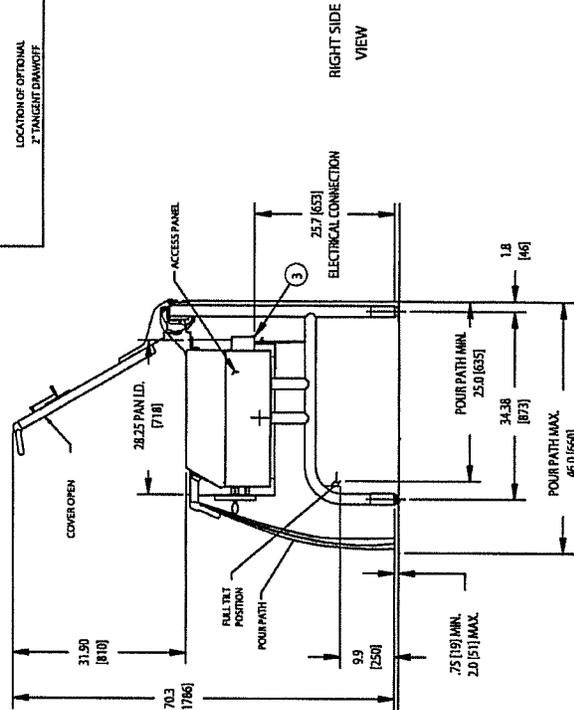
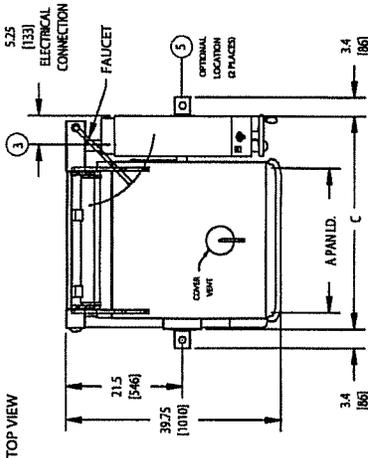


TABLE OF DIMENSIONS			
MODEL	BPM-30E	BPM-40E	
DIMS.	INCH	MM	INCH
A	26.25	667	35.75
B	32.00	813	41.5
C	38.50	984	48.00
D	8.75	222	13.50
			343

- NOTES:
1. DIMENSIONS IN BRACKETS () ARE MM.
 2. CASTERS OR FLANGED FEET AVAILABLE AT AN EXTRA COST.
 3. ELECTRICAL CONNECTION: 0.175" DIA. [4.4] HOLE
 4. OTHER VOLTAGES AND PHASES ARE AVAILABLE.
 5. FAUCET BRACKET MAY BE INSTALLED ON LEFT OR RIGHT SIDE.
 6. FAUCET MAY BE INSTALLED ON FAUCET BRACKET OR ON REAR AS SHOWN.



1055 Mendell Davis Drive, Jackson, MS 39272, 888-994-7636, unifiedbrands.net
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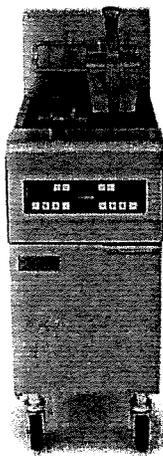
MJ45 and MJ45-2 Gas Fryers

Project _____
 Item _____
 Quantity _____
 CSI Section 11400 _____
 Approval _____
 Date _____

Models

PMJ145

PMJ145-2



PMJ145

Shown with optional digital controller and casters.

Standard Features

- Open-pot design is easy to clean
- 50-lb (25-liter*) oil capacity per full frypot; 25 (12 L) per split frypot
- 122,000 Btu/hr. input (30,730 kcal) (35.8 kw) per full frypot; 63,500 Btu/hr. input (15,995 kcal) (18.6 kw) per split frypot
- Frying area 14" x 15" x 5" (35.6 x 38.1 x 12.7 cm) per full frypot; 7" x 15" x 4-3/4" (17.8 x 38.1 x 12.1 cm) per split frypot
- Master Jet burner system distributes heat evenly for efficient heat exchange and quick recovery
- Millivolt controller, no electric connection required
- Stainless steel frypot, door and cabinet
- Reliable, centerline, fast-action temperature probe
- Deep cold zone, 1-1/4 in. (3.2 cm) IPS ball-type drain valve
- Two twin baskets
- 6" (15.2 cm) legs with 1" (2.5 cm) adjustment
- 3/4" gas connection

Options & Accessories

- Stand-alone spreader cabinet
- CM3.5 or Digital controllers
- Electronic ignition (full vats and above controllers only)
- Basket lifts** (only available with CM3.5 controller) – units with basket lifts require casters to be purchased also
- Frypot cover
- Casters
- Triplet basket
- Full basket
- Sediment tray
- Piezo ignitor
- Melt cycle (above controllers only)
- Boil out (CM3.5 controller only)
- Fish plate
- Splash shield

See Frymaster domestic price list for other available options and accessories.

**Not available for split frypots.

Specifications

Unsurpassed in their versatility, proven worldwide performance and low maintenance needs

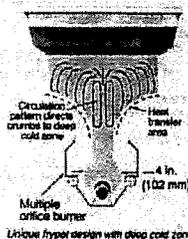
The MJ45 gas fryers are unsurpassed in their versatility, controlled performance and low maintenance needs. The MJ45 fryers offer options that accommodate a wide range of frying needs – everything from French fries, pre-breaded products to specialty foods.

The Master Jet burner system distributes heat evenly around the frypot, generating a large heat-transfer area for efficient exchange and quick recovery. They have earned a legendary reputation for durability and reliability. The MJ burners require no burner cleaning or air shutter adjustment. The reliable centerline fast-action temperature probe assures accurate temperatures for efficient heat-up, cooking and recovery.

The large cold zone and forward sloping bottom help collect and remove sediment from the frypot to safeguard oil quality and support routine frypot cleaning. The standard front flush feature deflects oil out from the back of the frypot, moving sediment to the front drain valve for easy and thorough removal.

The optional spreader can include a heat lamp and holding station. The holding station can use either cafeteria-style or scoop-type pan. The heat lamp and pans are integrated into the cabinet, making a complete warming station.

*Liter conversions are for solid shortening @ 70°F



8700 Line Avenue
 Shreveport, LA 71106-6800
 USA

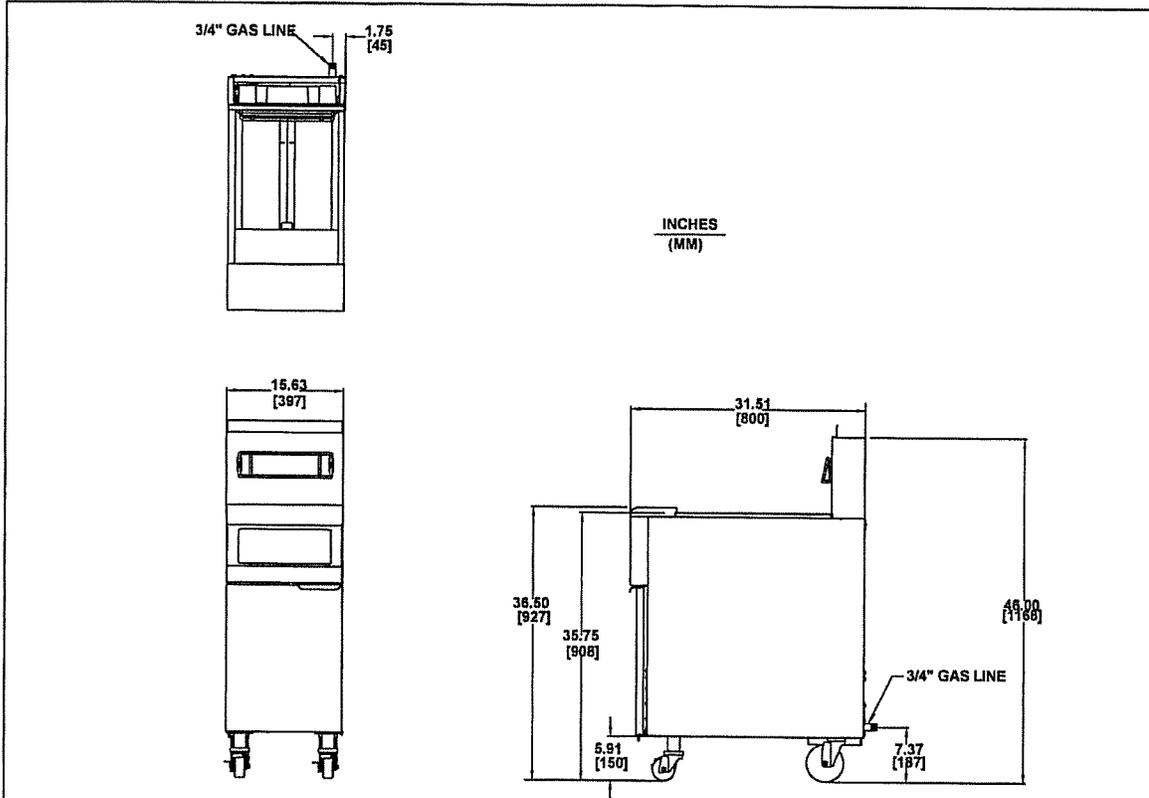
Tel: 318-865-1711
 Tel: 1-800-221-4583
 Fax: 318-868-5987
 E-mail: info@frymaster.com

www.frymaster.com
 Bulletin No. 818-0057
 Revised 11/2/15



MJ45 and MJ45-2 Gas Fryers -- Domestic & Export

MJ45 and MJ45-2 Gas Fryers -- Domestic & Export



DIMENSIONS

MODEL NO.	OIL CAPACITY	OVERALL SIZE (cm)			DRAIN HEIGHT	NET WEIGHT	SHIPPING INFORMATION					
		WIDTH	DEPTH	HEIGHT			WEIGHT	CLASS	CU. FT.	DIMENSIONS (cm)		
PMJ145 PMJ145-2	50 lbs. (25 liters) 25 lbs. (12 L) each side	15-5/8* (40.0)	31-1/2* (80.1)	46** (116.8)	10-5/8* (27.0 cm)	145 lbs. (66 kg)	202 lbs. (91.6 kg)	85	21	W 22* (56.0)	D 36* (91.4)	H 46-1/2 (108)

*Without basket lifts.

POWER REQUIREMENTS

MODEL NO.	BASIC DOMESTIC OPTIONS	
	CONTROLS/ FRYPOT	BASKET LIFTS*/ FRYPOT
PMJ145/PMJ145-2	N/A (millivolt controller)	
Non-millivolt controllers	120V 1 A 220V 1 A	120V 3 A 220V 2 A

*Not available for split frypots.

HOW TO SPECIFY

The following description will assist with ordering the features desired:

PMJ45 50-lb. performance, open-pot gas fryer with millivolt controller; center-line, fast-action temperature probe.

-2 Split frypot

NOTES

- Supply voltage 120V 60 Hz – Control Voltage 24V 60 Hz. 120 VAC 5 ft. (1.5 m) grounded cord set.
- 1-1/2" (3.8 cm) kitchen main manifold gas supply line required. Gas inlet size (I.D.) should be no smaller than that provided for connection to the fryers. See service manual and/or plumbing codes for proper pipe sizing. Recommended minimum store manifold pressure to be 6" W.C. for natural gas and 11" W.C. for L.P. gas. Check plumbing codes for proper supply line sizing to attain burner manifold pressure of 3.5" W.C. natural or 8.25" W.C. L.P.

•DO NOT CURB MOUNT

CLEARANCE INFORMATION

- A minimum of 24" (61 cm) should be provided at the front of the unit for servicing and proper operation, and 6" (15.2 cm) between the sides and rear of the fryer to any combustible material.

8700 Line Avenue
Shreveport, LA 71106-6814
USA

Tel: 318-865-1711
Tel: 1-800-221-4583
Fax: 318-868-5987
E-mail: info@frymaster.com

www.frymaster.com
Bulletin No. 818-0057
Revised 11/2/15
Litho in U.S.A. ©Frymaster



We reserve the right to change specifications appearing in this bulletin without incurring any obligation for equipment previously or subsequently sold. Check www.frymaster.com for updates.

Model # _____
CSI Section 11400



T&S BRASS AND BRONZE WORKS, INC.

2 Saddleback Cove / P.O. Box 1088
Travelers Rest, SC 29690

Model No.

HG-4-SK Series

Item No.

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com

This Space for Architect/Engineer Approval

Job Name _____ Date _____

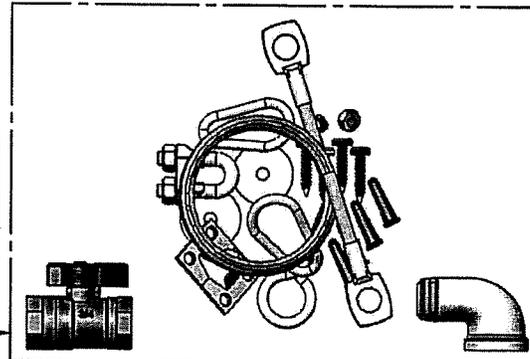
Model Specified _____ Quantity _____

Customer/Wholesaler _____

Contractor _____

Architect/Engineer _____

SAFE-T-LINK



"L" = Length	1/2" NPT
12"	HG-4C-12SK
24"	HG-4C-24SK
36"	HG-4C-36SK
48"	HG-4C-48SK
60"	HG-4C-60SK
72"	HG-4C-72SK

"L" = Length	3/4" NPT
12"	HG-4D-12SK
24"	HG-4D-24SK
36"	HG-4D-36SK
48"	HG-4D-48SK
60"	HG-4D-60SK
72"	HG-4D-72SK

"L" = Length	1" NPT
12"	HG-4E-12SK
24"	HG-4E-24SK
36"	HG-4E-36SK
48"	HG-4E-48SK
60"	HG-4E-60SK
72"	HG-4E-72SK

"L" = Length	1 1/4" NPT
12"	HG-4F-12SK
24"	HG-4F-24SK
36"	HG-4F-36SK
48"	HG-4F-48SK
60"	HG-4F-60SK
72"	HG-4F-72SK

HG-4-SK Series Product Configurator: HG - 4 - SK

Ex: HG - 4 - SK

Gas Hose, 3/4" NPT Male Ends, 36" Length, (1) 2-Piece Quick Disconnect, (1) 90° Elbow, (2) Swivel Links, (1) Installation Kit

Product Specifications:

Safe-T-Link Gas Appliance Connector: Coated Hose w/ NPT Male Ends, Swivel Links, 2-Piece Quick Disconnect, 90° Elbow & Installation Kit

Product Compliance:

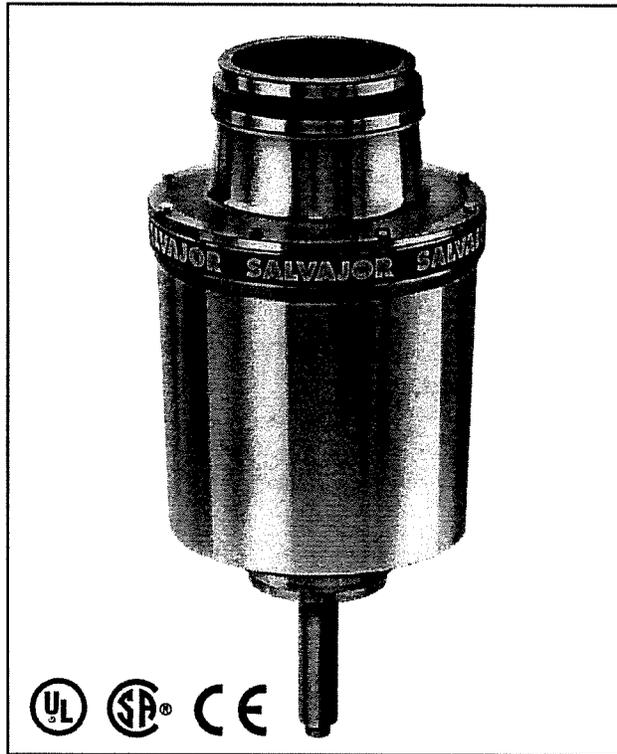
ANSI Z21.69 / CSA 6.16
NSF 2
NFPA 54

Drawn: KJG | Checked: JRM | Approved: JHB | Date: 10/09/15 | Scale: NTS | Sheet: 1 of 1

3 HP Model 300



JOB: _____ Item No.: _____



FOOD WASTE DISPOSER SPECIFICATIONS

CORROSION RESISTANT BODY
Permanent molded from heat treated aluminum alloy.

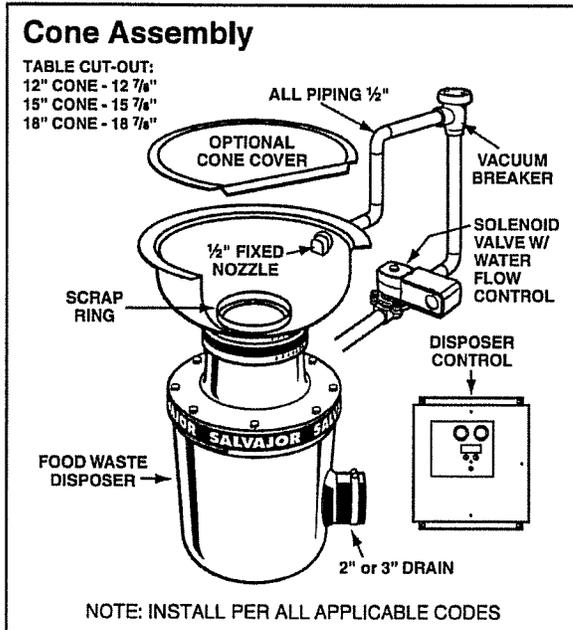
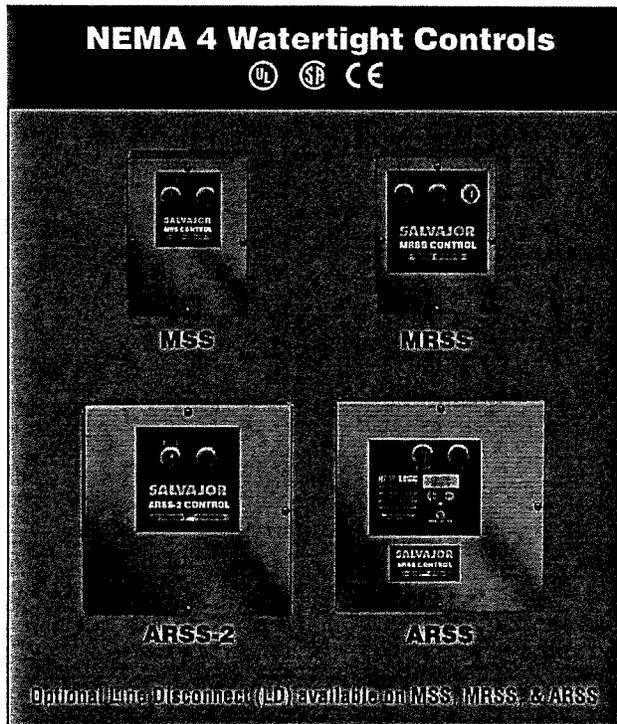
TEFLON LIP WATER SEAL
Protects the motor from damage by water.

TAPERED ROLLER BEARING
Provides longer motor life, quiet operation and shock absorbing.

WATER COOLED MOTOR
Provides maximum efficiency and longer life.

QUIET OPERATION
Extra thick rubber mounting adaptor and drain outlet isolates sound and eliminates vibration.

WASTE MIXING CHAMBER
Extra large to ensure proper mixture of water to waste.



FULL LOAD AMPS			
<input type="checkbox"/>	208 Volts	3 Phase	8.8 Amps
<input type="checkbox"/>	230 Volts	3 Phase	8.0 Amps
<input type="checkbox"/>	460 Volts	3 Phase	4.0 Amps

◆ SPECIFY EXACT OPERATING VOLTAGE ◆

Salvajor Model 300

Food Waste Disposer 3 HP - 3 Phase

D E T A I L S A N D D I M E N S I O N S

SPECIFICATIONS:

MOUNTING - Rubber adaptor above grind chamber and rubber drain outlet isolates sound and eliminates vibration. No metal to metal contact.

EXTERIOR HOUSING - Permanent molded from heat treated, corrosion resistant aluminum alloy then computer machined to a smooth polished finish. Paint free.

SHREDDER - 9 inch diameter, machined high strength, wear resistant hardened carbide alloy.

ROTOR - 9 inch diameter with 4 cutter bars, machined high strength, wear resistant hardened carbide alloy.

MOTOR - 3 HP totally enclosed. Fan cooled and water cooled for efficiency and longer life. Built-in manual reset thermal overload protection. Available in 208-230/460 volts, 60 cycle, 3 phase.

BEARINGS - Tapered roller (top)
Sealed ball (bottom)

SEAL - Teflon Lip Water Seal.

WATER REQUIREMENT - 8 gallons of cold water per minute.

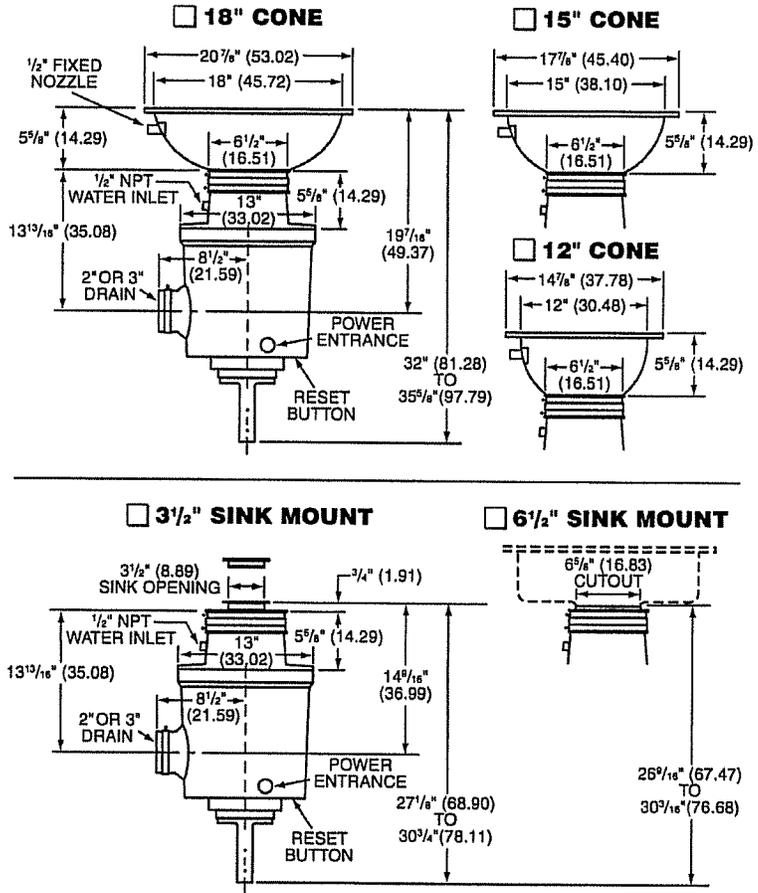
WASTE OUTLET - Rubber drain accepts 2" piping or 3" piping by removing drain insert.

DUAL DIRECTION GRINDING - Designed to operate in either direction. Direction of rotation can be controlled when installed with automatic reversing controls. *Reversing rotation can double cutting teeth life.*

LEG SUPPORT - Single leg, adjustable.

ASSEMBLIES: (See Specification Sheet)
CA - Cone Assembly with 12", 15" or 18" Cone
SA - Sink Assembly with 3 1/2" or 6 1/2" Sink Collar

DISPOSER CONTROLS: (See Specification Sheet)
MSS: (Non Reversing)
MRSS: (Manual Reversing)
ARSS-2: (Automatic Reversing)
ARSS: (Automatic Reversing with Water Saver)



NOTE: Dimensions in parenthesis are in centimeters
(Specifications subject to change without notice)
Current specification details may be found online at www.salvajor.com

SAMPLE SPECIFICATION			
300-CA-18	ARSS	(230/60/3)	
Model	Cone Size	Disposer Control	Electrical Specs.
Assembly		◆ SPECIFY EXACT OPERATING VOLTAGE ◆	



The Salvajor Company 4530 East 75th Terrace Kansas City, Missouri 64132-2081, USA
1-800-SALVAJOR (816) 363-1030 FAX: 1-800-832-9373
www.salvajor.com Email: sales@salvajor.com service@salvajor.com
Manufacturers of Commercial Food Waste Disposing Systems since 1944



STEAMCRAFT® GENERATOR STYLE HIGH SPEED CONVECTION STEAMERS

Project _____
Item _____
Quantity _____
FCSI Section _____
Approval _____
Date _____

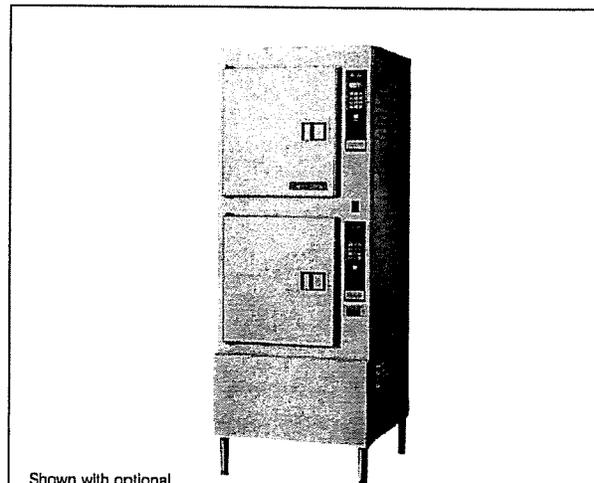
SteamCraft® Gemini™ 10

TWO COMPARTMENT FLOOR MODEL DESIGN
PRESSURELESS CONVECTION STEAMER
TWIN ELECTRIC STEAM GENERATORS, 16 KW EACH

MODEL: 24-CEA-10

Cleveland Standard Features

- Cooking Capacity for up to ten 12" x 20" x 2½" deep Cafeteria Pans, five each compartment.
- **Innovative PowerPak Electric Steam Generator:** Twin Vertical Atmospheric Electric Steam Generators operate independently. Two 8 KW Fire Bar Heating Elements per generator. Strong 14 Gauge Stainless Steel Construction. Large 5 gallon generator reservoir for each compartment for high speed steam cooking production. Two fully insulated rear mounted independent steam generators.
- Each steam-cooking compartment is independently operated and controlled by a separate stainless steel steam generator.
- **Easy Access Generator Cleaning Port:** Two Generator Cleaning Ports located on the outside, top of the unit.
- **Instant Steam Stand By Mode:** Hold generator at a steaming temperature. Allows unit to start cooking instantly.
- **Durable 14 Gauge, Stainless Steel Construction:** For compartment door, cavity and steam generator.
- **Two 60 Minute Electro-Mechanical Timers and Switches for manual operation:** Audible signal for cooking time completion. (MCS)
- **Main Power On/Off Switch:** Automatically fills generator with water, and then starts heating elements in generator.
- **Exclusive Steam Cooking Distribution System:** Exclusive Brass Steam Jets produce a high velocity convection steam without fans. Coved Corner design in cooking compartment distributes heat evenly, and is easy to clean. Creased top & bottom enhance drainage. Cold Water Condenser for each compartment maintains a dry steam. Fully Insulated cooking compartment for thermal efficiency. Removable Stainless Steel Slide Racks.
- **Automatic Generator Drain:** Contains a "Water Jet" Spray Rinse Drain Cleaning Cycle to keep drain clear.
- **Exclusive Automatic Probe for Water Level Control:** Separate from the generator for easy access, contains a high velocity rinse cycle to eliminate mineral build up.
- **Exclusive "Cool to the Touch" Two-Piece Compartment Door Design:** Free floating inner door with reversible gasket provides an air tight seal. Stainless Steel Slam/Latch Door Latch mechanism for reliability.
- **Condensate Drip Trough:** Provide under lower compartment door to collect condensate.
- **Left Hand Door Hinging:** Compartment Doors hinged on the left, controls on the right.
- **NSF Certified 6" Stainless Steel Legs** with adjustable flanged feet for a one inch level adjustment.



Shown with optional
Electronic Timer

Short Form Specifications

Shall be Two Compartments, Cleveland Convection Steamer series SteamCraft® Gemini™ 10, Model 24-CEA-10, Twin Electric Atmospheric Steam Generator, 32 KW input. Remote Probe Type Water Level Controls. Steam Generator with Automatic Water Fill on start up. Automatic Generator Blowdown, Two each 16.5 KW Fire Bar Heating Elements. Choice of Compartment Controls, Manual By Pass Operation Mode, Exclusive Cold Water Condenser design, Type 430 Stainless Steel exterior and cooking compartments.

Options & Accessories

- Right hand Door Hinging, Controls on the Right (DHR)
- Electronic Timer with Compensating Load Feature (ETC)
- ON/OFF Steam Switch only for compartment controls (MC)
- 10" Stainless Steel Legs (LF10)
- Dissolve® Descale Solution, 6 one gallon container w/quart markings (106174)
- Compartment Door Steam Shut Off Switch (SCS)
- Cafeteria Pans in depths of 1", 2½" and 4"
- Low Wattage Option, 8 KW each compartment (LWO)
- Water Filters

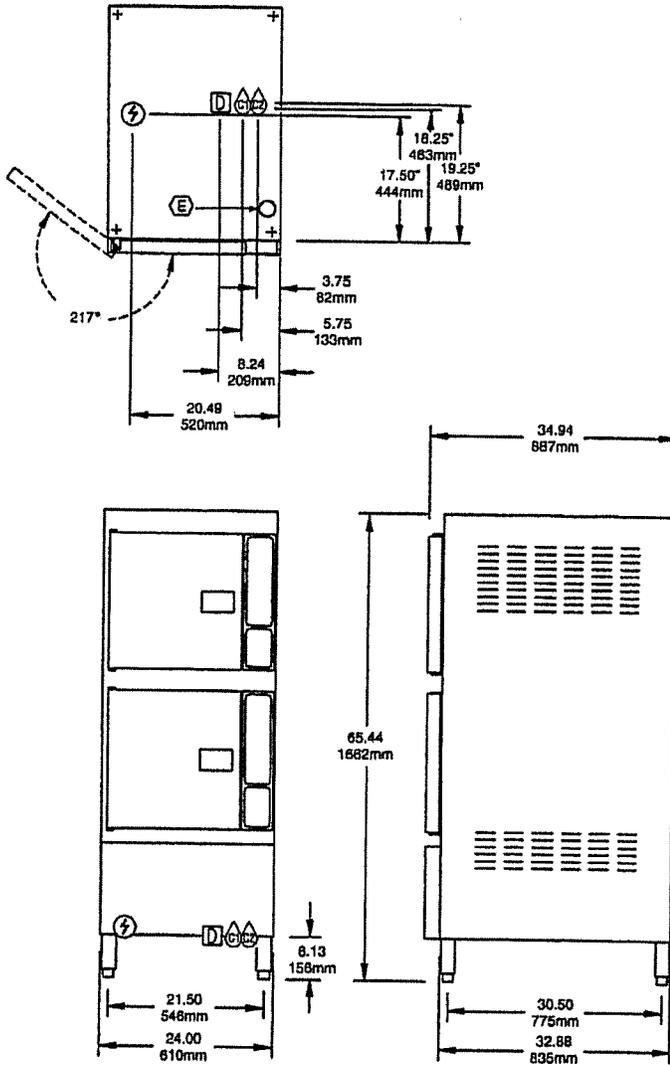
SECT. IV PAGE 15
0612

1333 East 179 St.,
Cleveland, Ohio, U.S.A. 44110

Tel: 1-216-481-4900
Fax: 1-216-481-3782

Web Site: www.ClevelandRange.com
Email: Steam@ClevelandRange.com





Each Compartment has capacity for:
 • Five, 12" x 20" x 2 1/2" deep Cafeteria Pans.

WATER QUALITY REQUIREMENT

The quality of water varies greatly from region to region. *Steam equipment must be blown down daily and chemically descaled periodically to ensure proper operation.* To minimize service problems caused by the accumulation of minerals and chemicals in water, review the following quality guidelines with a local water treatment specialist. Inlet water that is beyond these specified guidelines should be treated to achieve the acceptable limits.

TOTAL DISSOLVED SOLIDS less than 60 parts per million
 TOTAL ALKALINITY less than 20 parts per million
 SILICA less than 13 parts per million
 pH FACTOR greater than 7.5
 CHLORINE less than 30 parts per million

A typical water quality analysis can be secured from your local water district. Water that is potable does not guarantee compatibility with steam equipment.

ELECTRIC ⚡		COLD WATER Ⓞ	DRAINAGE □	CLEARANCE		
STANDARD ELECTRIC Volts Watts Ph Amps Wire 208 32,600 3 91.7 3 220 27,393 3 72.9 3 240 32,600 3 79.5 3 440 27,393 3 36.4 3 480 32,600 3 39.8 3 360 29,259 3 47.6 4 380 32,600 3 50.2 4 415 32,600 3 46.0 4		LOW WATTAGE OPTION Volts Watts Ph Amps Wire 208 16,600 3 47.3 3 220 13,948 3 37.6 3 240 16,600 3 41.0 3 440 13,948 3 18.8 3 480 16,600 3 20.5 3 360 14,899 3 24.5 4 380 16,600 3 25.9 4 415 16,600 3 23.7 4		35 psi minimum 60 psi maximum Ⓞ 3/4" Dia. NPT for Generator (for water treatment connection) Ⓞ 3/4" Dia. NPT for Condenser	1 1/2" dia. Do not connect other units to this drain Drain must not be located beneath the steamer itself. Preferred floor drain location should be a minimum distance (from the unit) of at least 12" from the left side, 12" from the right side, 6" from the front and 6" from the rear Do not use PVC pipe	Right - 3", Left - 3", Rear - 3" (12" on control side if adjoining wall or equipment is over 30" high for service access) Contact factory for variances to clearances.

TOTAL CAPACITY (2 Compartments)	UTILITY CONNECTIONS	
10 — 12" x 20" x 2 1/2" Cafeteria Pans or 20 — 12" x 20" x 1" Cafeteria Pans or 6 — 12" x 20" x 4" Cafeteria Pans	(A) Electrical Supply (B) Cold Water Supply for Condenser 3/8" Dia. NPT (C) Cold Water Supply for Generator and Water Injection. 3/8" Dia. NPT (for water treatment conn.) Unit comes with a 50 Mesh Water Strainer (Installation required)	(D) Drain: 1.50" Dia. (E) Inlet for Generator Deliming Solution

NOTES:
 Cleveland Range reserves right of design improvement or modification, as warranted.
 Many regional, state and local codes exist and it is the responsibility of the owner and installer to comply with the codes.
 Cleveland Range equipment is built to comply with applicable standards for manufacturers. Included among those approval agencies are UL, ULC, UL/NSF#4 and CSA (AGA, CGA).

(NOT TO SCALE)
 SECT. IV PAGE 16
 0612
 Litho in U.S.A.



Quote

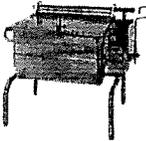
09/28/2016

Project:
 GALVESTON COUNTY JAIL
 buy board award/# is 429-13

From:
 TREX
 Thomas Harber
 500 S. Arthur
 Amarillo, TX 79102
 806-372-2500
 806-372-2500 0000 (Contact)

Job Reference Number: 2008

All pricing is good for 30 days from the date of the quote, unless otherwise noted.

Item	Qty	Description	Sell	Sell Total
<u>1</u>	1 ea	TILTING SKILLET, ELECTRIC  Groen Model No. BPM-30E Eclipse™ Ergonomic Braising Pan, electric, 30-gallon capacity, 10" deep pan, 38" pan height, thermostatic controls, manual tilt, standard etch marks, faucet bracket, vented cover, round tubular open leg base, stainless steel construction, bullet feet, 11.5 kW	\$13,661.02	\$13,661.02
	1 ea	(1) year parts & labor, (10) year pan & body warranty, standard		
	1 ea	(153300) 480v/60/3-ph, 14.0 amps	\$493.90	\$493.90
	1 ea	146220 Faucet, single pantry, with swing spout & riser, left or right-sided mounting	\$131.67	\$131.67
		Freight:	\$311.85	\$311.85
		ITEM TOTAL:		\$14,598.44
<u>2</u>	2 ea	FRYER  Grindmaster-Cecilware Model No. FMS504LP Cecilware® Pro Fryer, gas, floor model, 50 lb fat capacity, (4) burners, 14" x 14" stainless steel tank with cool zone, Invensys® thermostat (200°- 400°F), auto reset high limit, 1-1/4" ball type drain, includes (2) nickel chrome wire mesh fry baskets, stainless steel front & sides, 6" adjustable legs, 120,000 BTU (4 x 30,000), LP, cETLus, ETL (Cecilware)	\$842.99	\$1,685.98
	2 ea	5 years tank warranty, standard		
		Freight:	\$85.80	\$171.60
		ITEM TOTAL:		\$1,857.58
<u>3</u>	3 ea	DISPOSER  Salvajor Model No. 300-SA-ARSS Disposer, Sink Assembly, with sink collar (size to be specified), 3-HP motor, single support leg, auto reversing magnetic, with start/stop push button, drain/flush/time delay, energy/water saving switch, includes sink collar with stopper, vacuum breaker, solenoid with flow control & fixed nozzle, heat treated aluminum alloy housing, single support leg, UL, CSA, CE	\$3,424.59	\$10,273.77
	3 ea	208v/60hz/3-ph, 8.8 amps		

Item	Qty	Description	Sell	Sell Total
	3 ea	6-1/2" sink mount		
			Freight: \$72.60	\$217.80
			ITEM TOTAL:	\$10,491.57
4	2 ea	CONVECTION STEAMER	\$17,047.94	\$34,095.88
		Cleveland Range Model No. 24CEA10 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, manual controls, 60-minute mechanical timer & manual (continuous steaming) by-pass switch, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs		
	2 ea	1-year limited warranty, standard		
	2 ea	(VOS2) 440-480v/60/3-ph, 39.8 amp, 32.6kW, 3-wire	\$361.73	\$723.46
			Freight: \$290.40	\$580.80
			ITEM TOTAL:	\$35,400.14
		Total		\$62,347.73

Prices Good Until: 10/27/2016

Applicable Sales Tax Not Included
Freight is FOB Factory Unless Otherwise Noted

Disclaimer: TREX will not be responsible for any errors or omissions due to the lack of specs that may or may not have been provided. It will be the customers responsibility to review all quotes for quantities and accuracy prior to placing any purchase orders. Pricing may change due to price increase or as specification changes.

EQUIPMENT/HOOD/WALK-IN INSTALLATION PRICE IS NOT INCLUDED UNLESS OTHERWISE NOTED ON THE QUOTE.

NOTE FOR HOOD INSTALLATIONS ONLY: TREX EQUIPMENT DOES NOT WARRANTY ANY ROOF PENETRATIONS, BUT AT THE CUSTOMER REQUEST WILL PENETRATE AND SEAL IN ROOF JACK, ON A TEMPORARY BASIS. TREX EQUIP. RECOMMENDS YOU RETAIN A PROFESSIONAL ROOFER TO MAKE PERMANENT REPAIR.

HOOD & WALK-IN INSTALLATIONS ONLY: PRICE DOES NOT INCLUDE ANY ELECTRICAL OR PLUMBING WORK UNLESS OTHERWISE NOTED. CEILING ENCLOSURES AND WALL COVERINGS ARE NOT INCLUDED IN THE PRICE UNLESS OTHERWISE SPECIFIED.

EQUIPMENT HOOKUPS: ELECTRICAL (FOR CORD & PLUG HOOKUPS ONLY), WATER, AND DRAINS NEED TO BE WITHIN 6' OF EQUIPMENT IF APPLICABLE. IF ANY HARD WIRING IS REQUIRED, AN ELECTRICIAN WILL BE NEEDED AT THE EXPENSE OF THE CUSTOMER.

Acceptance: _____ Date: _____
 Printed Name: _____



Eclipse Braising Pan model BPM-30E/40E

Description

Braising pan shall be a Groen Eclipse™ Ergonomic Tilting Braising Pan Model BPM-30E or BPM-40E, electric-heated, manual tilting (specify 30 gallon) model BPM-30E or (specify 40 gallon) model BPM-40E with 10" deep pan on a rounded leg stand.

Construction

The pan body shall be of type 304 stainless steel, solid one-piece welded heavy-duty construction, with 10" pan depth. All exposed surfaces shall be of stainless steel.

The cooking surface is a heavy 5/8" thick stainless steel clad plate fitted with clamped-on flat bar electric heating elements, ensuring efficient heat transfer over the entire cooking surface. The heavy plate prevents warping or distortion. (see operator's manual for proper warm up settings).

Controls and tilt mechanism are mounted in stainless steel housings, on the pan body sides. Braising pan shall come standard with mounting bracket for either right-side, left-side or rear faucet mounting.

Etch marks included.

Finish

Interior of braising pan shall be polished to a 100 emery grit finish. Exterior of braising pan shall be built to a #3 finish, ensuring maximum ease in cleaning and maintaining appearance.

Sanitation and NSF Listing

Braising pan shall be designed and constructed to be NSF-listed meeting all known health department and sanitation codes. True rounded leg tubular stand design and 3" radius pan interiors make cleaning easier.

UL Listing

Braising pan shall be UL- and cUL- listed.

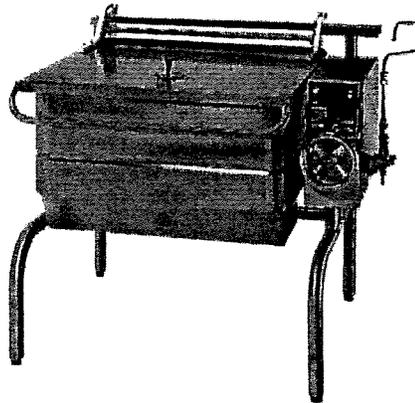
Manual Tilt

The braising pan shall have a smooth-action, quick-tilting body with manual crank tilt mechanism, which provides precise control during pouring of pan contents for easy operation. Pan body shall tilt past vertical to assist in cleaning.

Vented Cover

A heavy-gauge, fully adjustable one-piece cover is standard with torsion bar type counterbalance designed to maintain selected cover position. A vent is provided in the cover top to regulate condensate buildup and a rear condensate drip shield is located under the cover to prevent condensate from dripping on floor when cover is opened.

Model BPM-30E shown



Controls

Operating controls include console mounted ON power switch, ON power indicator light, HEAT indicator light and temperature control.

Performance/Features

Braising pan shall be equipped with controls that allow operation at 7-degree angle to facilitate griddling. Braising pan shall be thermostatically-controlled for automatic shut-off when desired temperature is reached and temperature falls below desired setting. Braising pan to have High Limit thermostat as safety feature.

Installation

One electrical connection required. Specify 208, 240 or 480 Volt electrical service. All units ship three-phase, and are field convertible to single-phase operation.

Options/Accessories

- Steamer Pan Inserts
- Single pantry water faucet
- Double pantry water faucet
- Steamer pan carrier (Model BPC)
- 2" tangent drawoff (option: must be ordered with unit)
- Flanged feet
- Pouring lip strainer
- Strainer for tangent drawoff valve
- Single or Double pantry faucet with spray hose assembly (48" or 60")
- Casters

Origin of Manufacture

Braising pan shall be designed and manufactured in the United States.

**Narrow Width
Stainless Steel
Manual Tilting
Braising Pan**

**Rounded Leg
Electric-Heated
30- and 40-Gallon
Capacity**

Short Form

Braising Pan shall be Groen Eclipse™ Ergonomic Tilting Braising Pan stainless steel, electric-heated, thermostatically controlled, Model BPM-30E or BPM-40E, on a rounded tubular leg stand. Heavy 5/8" thick stainless steel clad pan bottom with clamped-on flat bar-type electric heating elements. 30 gallon pan is 39" wide and 40 gallon pan is 48" wide both with a 10" deep pan. Smooth-action quick-tilting pan body with manual crank tilt mechanism, heavy-duty fully adjustable counterbalanced cover with condensate drip shield and cover vent. Single electric connection required; specify voltage (208, 240 or 480 Volt). UL- and NSF- listed. Made in USA.



Applications

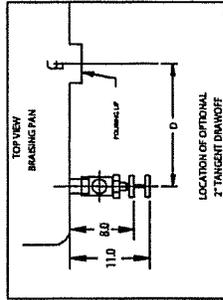
Braising meat
Pan frying chicken
Asian stir-fry
Steaming vegetables
Frying short order items
Sauteing
Sauces/Roux
Roasting turkeys
Boiling
Simmering
Thawing
Reheating prepared foods



Model BPM-30E/40E

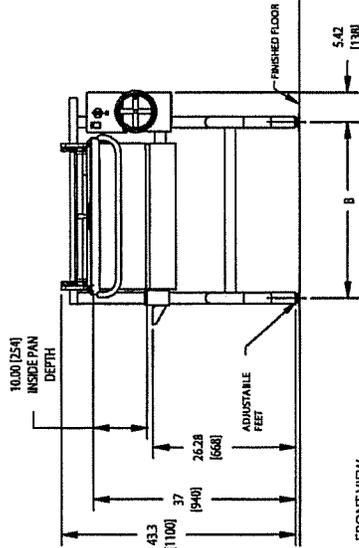
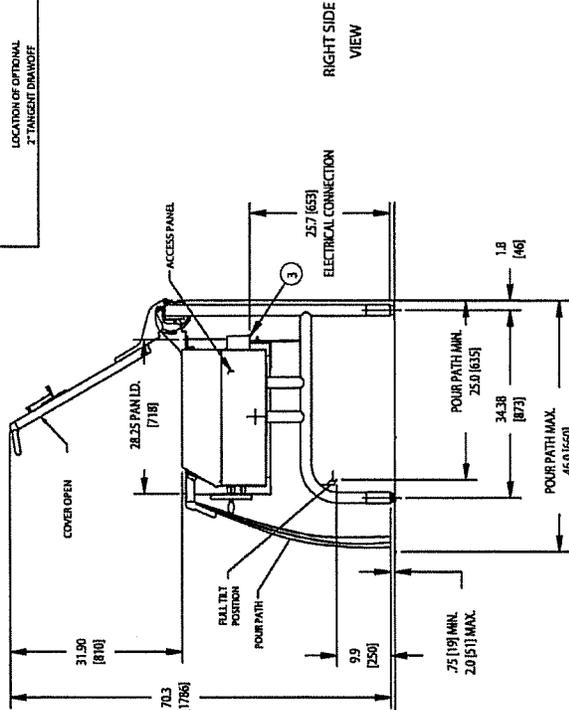
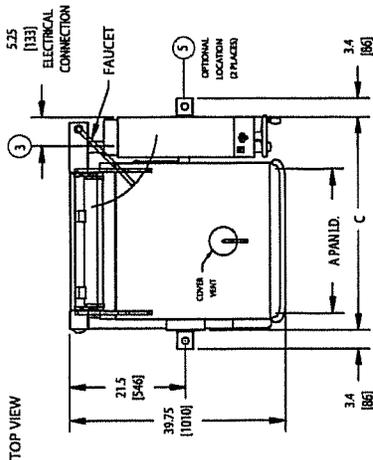
P/N 146196 REV B

REV'D	ELECTRICAL REQUIREMENTS			BPM-30E			BPM-40E		
	VOLTAGE	PHASE	AMPS	REV	AMPS	PHASE	REV	AMPS	PHASE
	208	3	31	15.5	41	3	1	15.3	3
	240	3	48	11.5	64	1	3	15.3	3
	480	3	24	11.5	19	3	3	15.3	3



MODEL	BPM-30E		BPM-40E	
	INCH	MM	INCH	MM
A	26.25	667	35.75	908
B	32.00	813	41.5	1054
C	39.50	994	48.00	1226
D	8.75	222	11.50	293

- NOTES:
1. DIMENSIONS IN BRACKETS () ARE MM.
 2. CASTERS OR FLANGED FEET AVAILABLE AT AN EXTRA COST.
 3. ELECTRICAL CONNECTION: 0.175" DIA. (#4) HOLE
 4. OTHER VOLTAGES AND PHASES ARE AVAILABLE
 5. FAUCET BRACKET MAY BE INSTALLED ON LEFT OR RIGHT SIDE.
 6. FAUCET MAY BE INSTALLED ON FAUCET BRACKET OR ON REAR AS SHOWN.

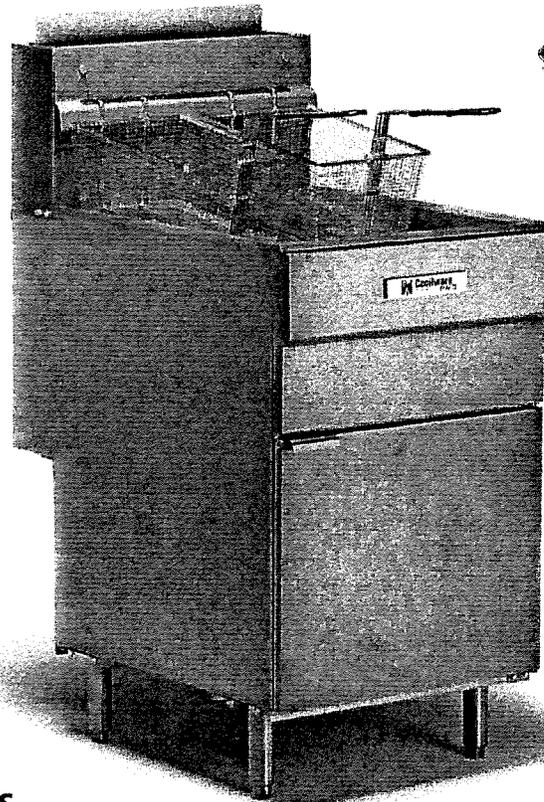


1055 Mendell Davis Drive, Jackson, MS 39272, 888-994-7636, unifiedbrands.net
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GAS FLOOR FRYER

Project	Date	Models	Item#	Quantity
		FMS403LP, FMS504LP, FMS705LP FMS403NAT, FMS504NAT, FMS705NAT		



model FMS705

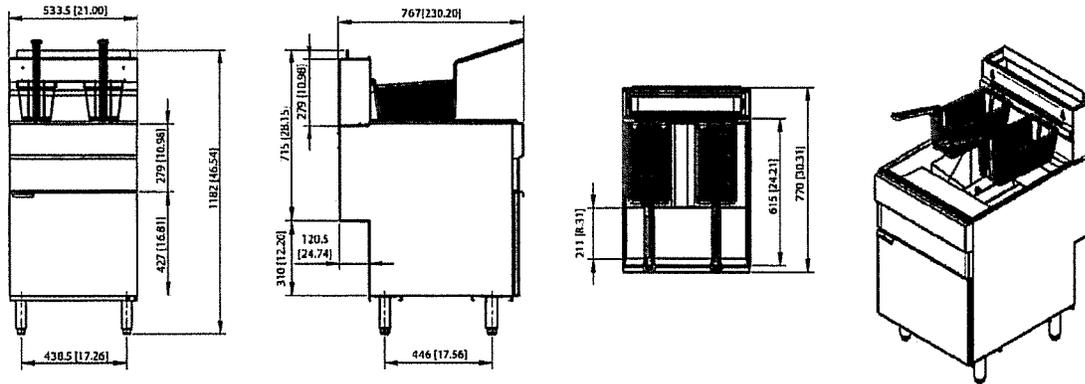
Features

- Heavy-duty stainless steel tank for long life and easy maintenance
- Models available in either natural or LP gas
- 6" adjustable legs
- 36.25" working height
- Invensys® thermostat 200 - 400° Fahrenheit
- Auto reset high limit
- 1¼" ball type full port drain
- Cool zone in fry tank
- Two nickel chrome wire mesh fry baskets included



Models & Dimensions

Gas Floor Fryer



model FMS705 represented
measurements in mm [inches]

Specifications

Model	Description	Capacity	BTU per Hour	Burners	Tank Size	Product Dimensions (H x W x D)
FMS403LP (555700)	LP gas model with stainless steel front and galvanized sides.	40 lbs. 18 kg.	90,000	(3) 30,000 BTU tubes	14" x 14" cm: 35.6 x 35.6	48.125" x 15.5" x 30.25" cm: 122.2 x 39.4 x 76.8
FMS403NAT (555710)	Natural gas model with stainless steel front and galvanized sides.	40 lbs. 18 kg.	90,000	(3) 30,000 BTU tubes	14" x 14" cm: 35.6 x 35.6	48.125" x 15.5" x 30.25" cm: 122.2 x 39.4 x 76.8
FMS504LP (555720)	LP gas model with stainless steel front and sides.	50 lbs. 23 kg.	120,000	(4) 30,000 BTU tubes	14" x 14" cm: 35.6 x 35.6	48.125" x 15.5" x 30.25" cm: 122.2 x 39.4 x 76.8
FMS504NAT (555730)	Natural gas model with stainless steel front and sides.	50 lbs. 23 kg.	120,000	(4) 30,000 BTU tubes	14" x 14" cm: 35.6 x 35.6	48.125" x 15.5" x 30.25" cm: 122.2 x 39.4 x 76.8
FMS705LP (555740)	LP gas model with stainless steel front and sides.	70 lbs. 32 kg.	150,000	(5) 30,000 BTU tubes	19.5" x 14" cm: 49.5 x 35.6	48.125" x 21.0" x 30.25" cm: 122.2 x 53.3 x 76.8
FMS705NAT (555750)	Natural gas model with stainless steel front and sides.	70 lbs. 32 kg.	150,000	(5) 30,000 BTU tubes	19.5" x 14" cm: 49.5 x 35.6	48.125" x 21.0" x 30.25" cm: 122.2 x 53.3 x 76.8



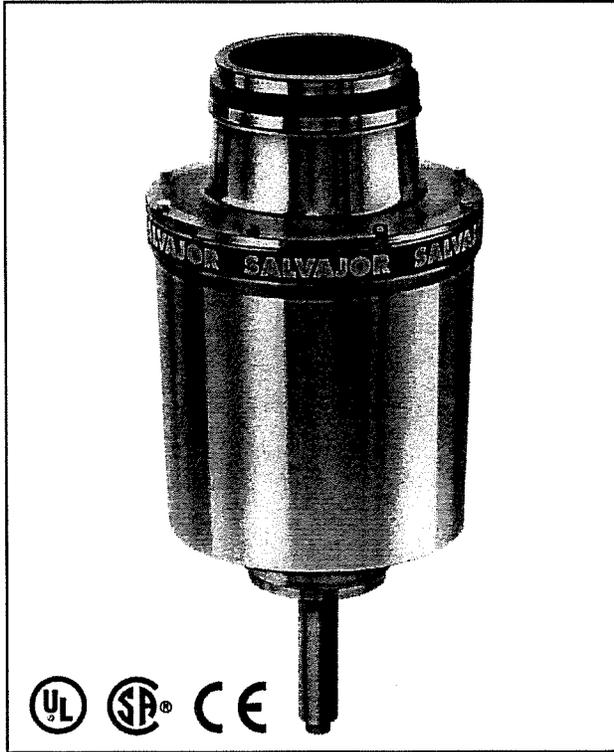
GMCW™ 4003 Collins Lane, Louisville, KY 40245 USA

Tel: +1.502.425.4776 / 800.695.4500 (USA & Canada only) • Fax: +1.502.425.4664 • www.gmcw.com • Email: info@gmcw.com

3 HP Model 300



JOB: _____ Item No.: _____



FOOD WASTE DISPOSER SPECIFICATIONS

CORROSION RESISTANT BODY

Permanent molded from heat treated aluminum alloy.

TEFLON LIP WATER SEAL

Protects the motor from damage by water.

TAPERED ROLLER BEARING

Provides longer motor life, quiet operation and shock absorbing.

WATER COOLED MOTOR

Provides maximum efficiency and longer life.

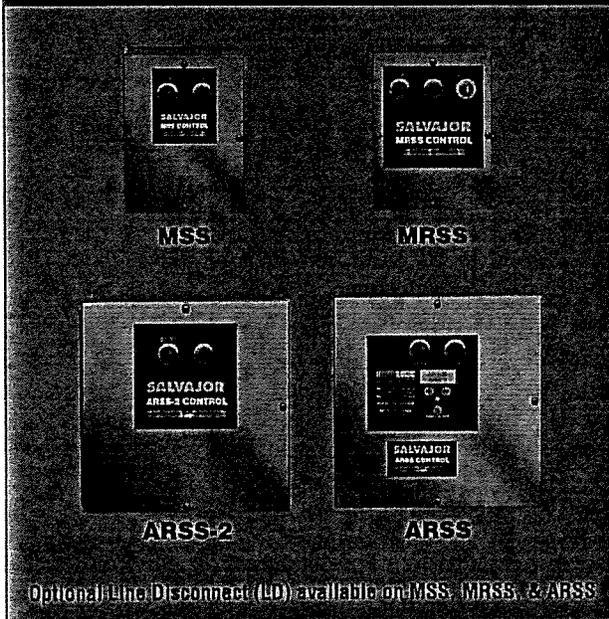
QUIET OPERATION

Extra thick rubber mounting adaptor and drain outlet isolates sound and eliminates vibration.

WASTE MIXING CHAMBER

Extra large to ensure proper mixture of water to waste.

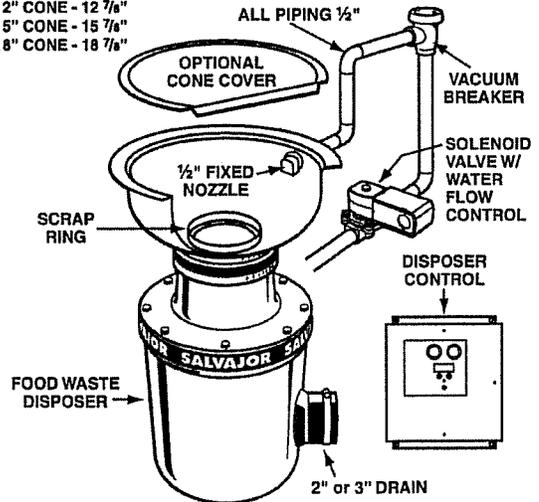
NEMA 4 Watertight Controls



Optional Line Disconnect (LD) available on MSS, MRSS, & ARSS

Cone Assembly

TABLE CUT-OUT:
12" CONE - 12 7/8"
15" CONE - 15 7/8"
18" CONE - 18 7/8"



NOTE: INSTALL PER ALL APPLICABLE CODES

FULL LOAD AMPS

<input type="checkbox"/>	208 Volts	3 Phase	8.8 Amps
<input type="checkbox"/>	230 Volts	3 Phase	8.0 Amps
<input type="checkbox"/>	460 Volts	3 Phase	4.0 Amps

◆ SPECIFY EXACT OPERATING VOLTAGE ◆

Salvajor Model 300

Food Waste Disposer 3HP - 3 Phase

DETAILS AND DIMENSIONS

SPECIFICATIONS:

MOUNTING - Rubber adaptor above grind chamber and rubber drain outlet isolates sound and eliminates vibration. No metal to metal contact.

EXTERIOR HOUSING - Permanent molded from heat treated, corrosion resistant aluminum alloy then computer machined to a smooth polished finish. Paint free.

SHREDDER - 9 inch diameter, machined high strength, wear resistant hardened carbide alloy.

ROTOR - 9 inch diameter with 4 cutter bars, machined high strength, wear resistant hardened carbide alloy.

MOTOR - 3 HP totally enclosed. Fan cooled and water cooled for efficiency and longer life. Built-in manual reset thermal overload protection. Available in 208-230/460 volts, 60 cycle, 3 phase.

BEARINGS - Tapered roller (top)
Sealed ball (bottom)

SEAL - Teflon Lip Water Seal.

WATER REQUIREMENT - 8 gallons of cold water per minute.

WASTE OUTLET - Rubber drain accepts 2" piping or 3" piping by removing drain insert.

DUAL DIRECTION GRINDING - Designed to operate in either direction. Direction of rotation can be controlled when installed with automatic reversing controls. *Reversing rotation can double cutting teeth life.*

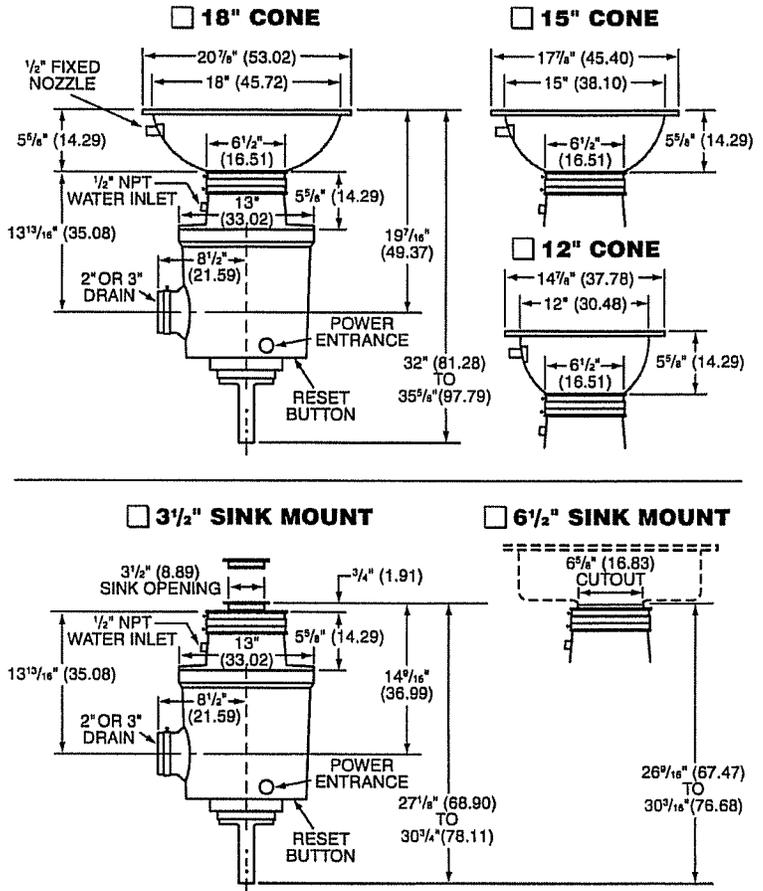
LEG SUPPORT - Single leg, adjustable.

ASSEMBLIES: (See Specification Sheet)

- CA - Cone Assembly with 12", 15" or 18" Cone
- SA - Sink Assembly with 3 1/2" or 6 1/2" Sink Collar

DISPOSER CONTROLS: (See Specification Sheet)

- MSS: (Non Reversing)
- MRSS: (Manual Reversing)
- ARSS-2: (Automatic Reversing)
- ARSS: (Automatic Reversing with Water Saver)



NOTE: Dimensions in parenthesis are in centimeters
(Specifications subject to change without notice)

Current specification details may be found online at www.salvajor.com

SAMPLE SPECIFICATION			
300-CA-18	ARSS	(230/60/3)	
Model	Cone Size	Disposer Control	Electrical Specs:
Assembly			◆ SPECIFY EXACT OPERATING VOLTAGE ◆



The Salvajor Company 4530 East 75th Terrace Kansas City, Missouri 64132-2081, USA

1-800-SALVAJOR
www.salvajor.com

(816) 363-1030
Email: sales@salvajor.com

FAX: 1-800-832-9373
service@salvajor.com

Manufacturers of Commercial Food Waste Disposing Systems since 1944

Printed in USA
Form No.5300 (11-13)



STEAMCRAFT® GENERATOR STYLE HIGH SPEED CONVECTION STEAMERS

Project _____
Item _____
Quantity _____
FCSI Section _____
Approval _____
Date _____

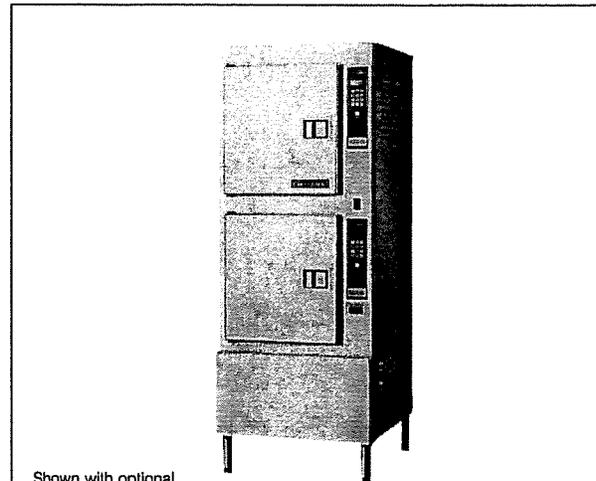
SteamCraft® Gemini™ 10

TWO COMPARTMENT FLOOR MODEL DESIGN
PRESSURELESS CONVECTION STEAMER
TWIN ELECTRIC STEAM GENERATORS, 16 KW EACH

MODEL: 24-CEA-10

Cleveland Standard Features

- Cooking Capacity for up to ten 12" x 20" x 2½" deep Cafeteria Pans, five each compartment.
- **Innovative PowerPak Electric Steam Generator:** Twin Vertical Atmospheric Electric Steam Generators operate independently. Two 8 KW Fire Bar Heating Elements per generator. Strong 14 Gauge Stainless Steel Construction. Large 5 gallon generator reservoir for each compartment for high speed steam cooking production. Two fully insulated rear mounted independent steam generators.
- Each steam-cooking compartment is independently operated and controlled by a separate stainless steel steam generator.
- **Easy Access Generator Cleaning Port:** Two Generator Cleaning Ports located on the outside, top of the unit.
- **Instant Steam Stand By Mode:** Hold generator at a steaming temperature. Allows unit to start cooking instantly.
- **Durable 14 Gauge, Stainless Steel Construction:** For compartment door, cavity and steam generator.
- **Two 60 Minute Electro-Mechanical Timers and Switches for manual operation:** Audible signal for cooking time completion. (MCS)
- **Main Power On/Off Switch:** Automatically fills generator with water, and then starts heating elements in generator.
- **Exclusive Steam Cooking Distribution System:** Exclusive Brass Steam Jets produce a high velocity convection steam without fans. Coved Corner design in cooking compartment distributes heat evenly, and is easy to clean. Creased top & bottom enhance drainage. Cold Water Condenser for each compartment maintains a dry steam. Fully Insulated cooking compartment for thermal efficiency. Removable Stainless Steel Slide Racks.
- **Automatic Generator Drain:** Contains a "Water Jet" Spray Rinse Drain Cleaning Cycle to keep drain clear.
- **Exclusive Automatic Probe for Water Level Control:** Separate from the generator for easy access, contains a high velocity rinse cycle to eliminate mineral build up.
- **Exclusive "Cool to the Touch" Two-Piece Compartment Door Design:** Free floating inner door with reversible gasket provides an air tight seal. Stainless Steel Slam/Latch Door Latch mechanism for reliability.
- **Condensate Drip Trough:** Provide under lower compartment door to collect condensate.
- **Left Hand Door Hinging:** Compartment Doors hinged on the left, controls on the right.
- **NSF Certified 6" Stainless Steel Legs** with adjustable flanged feet for a one inch level adjustment.



Shown with optional
Electronic Timer

Short Form Specifications

Shall be Two Compartments, Cleveland Convection Steamer series SteamCraft® Gemini™ 10, Model 24-CEA-10, Twin Electric Atmospheric Steam Generator, 32 KW input. Remote Probe Type Water Level Controls. Steam Generator with Automatic Water Fill on start up. Automatic Generator Blowdown, Two each 16.5 KW Fire Bar Heating Elements. Choice of Compartment Controls, Manual By Pass Operation Mode, Exclusive Cold Water Condenser design, Type 430 Stainless Steel exterior and cooking compartments.

Options & Accessories

- Right hand Door Hinging, Controls on the Right (DHR)
- Electronic Timer with Compensating Load Feature (ETC)
- ON/OFF Steam Switch only for compartment controls (MC)
- 10" Stainless Steel Legs (LF10)
- Dissolve® Descale Solution, 6 one gallon container w/ quart markings (106174)
- Compartment Door Steam Shut Off Switch (SCS)
- Cafeteria Pans in depths of 1", 2½" and 4"
- Low Wattage Option, 8 KW each compartment (LWO)
- Water Filters

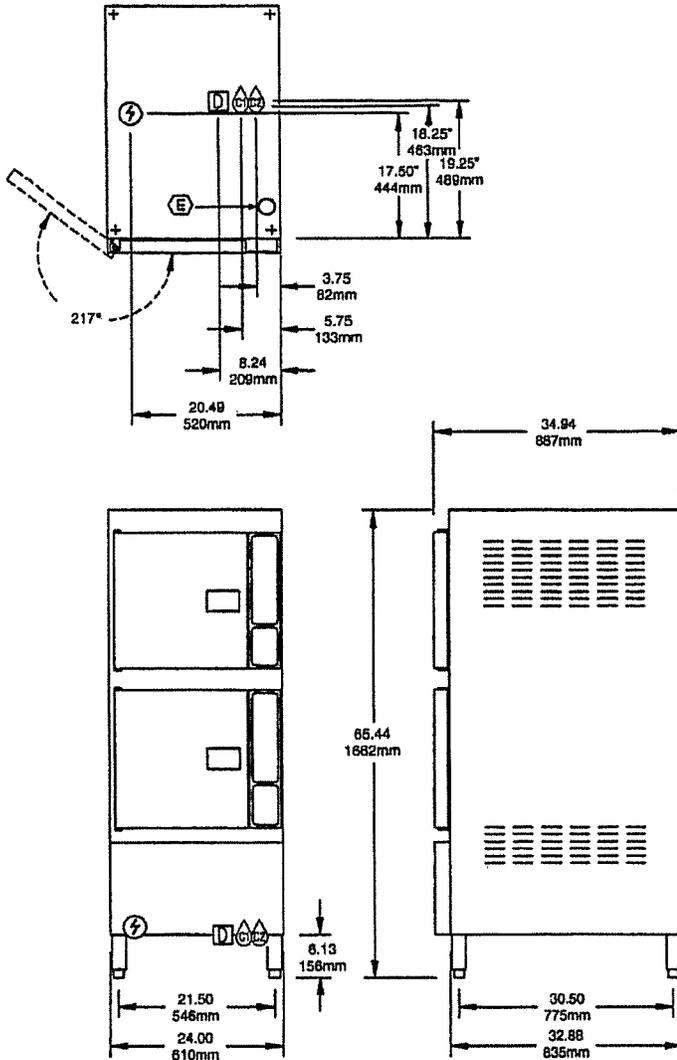
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0612

1333 East 179 St.,
Cleveland, Ohio, U.S.A. 44110

Tel: 1-216-481-4900
Fax: 1-216-481-3782

Web Site: www.ClevelandRange.com
Email: Steam@ClevelandRange.com





Each Compartment has capacity for:
 • Five, 12" x 20" x 2½" deep Cafeteria Pans.

WATER QUALITY REQUIREMENT
 The quality of water varies greatly from region to region. *Steam equipment must be blown down daily and chemically descaled periodically to ensure proper operation.* To minimize service problems caused by the accumulation of minerals and chemicals in water, review the following quality guidelines with a local water treatment specialist. Inlet water that is beyond these specified guidelines should be treated to achieve the acceptable limits.

TOTAL DISSOLVED SOLIDS less than 60 parts per million
 TOTAL ALKALINITY less than 20 parts per million
 SILICA less than 13 parts per million
 pH FACTOR greater than 7.5
 CHLORINE less than 30 parts per million

A typical water quality analysis can be secured from your local water district. Water that is potable does not guarantee compatibility with steam equipment.

ELECTRIC ⚡		COLD WATER ⒸⒹ	DRAINAGE Ⓓ	CLEARANCE																																													
STANDARD ELECTRIC <table border="1"> <thead> <tr> <th>Volts</th> <th>Watts</th> <th>Ph</th> <th>Amps</th> <th>Wire</th> </tr> </thead> <tbody> <tr><td>208</td><td>32,600</td><td>3</td><td>91.7</td><td>3</td></tr> <tr><td>220</td><td>27,393</td><td>3</td><td>72.9</td><td>3</td></tr> <tr><td>240</td><td>32,600</td><td>3</td><td>79.5</td><td>3</td></tr> <tr><td>440</td><td>27,393</td><td>3</td><td>36.4</td><td>3</td></tr> <tr><td>480</td><td>32,600</td><td>3</td><td>39.8</td><td>3</td></tr> <tr><td>360</td><td>29,259</td><td>3</td><td>47.6</td><td>4</td></tr> <tr><td>380</td><td>32,600</td><td>3</td><td>50.2</td><td>4</td></tr> <tr><td>415</td><td>32,600</td><td>3</td><td>46.0</td><td>4</td></tr> </tbody> </table>		Volts	Watts	Ph	Amps	Wire	208	32,600	3	91.7	3	220	27,393	3	72.9	3	240	32,600	3	79.5	3	440	27,393	3	36.4	3	480	32,600	3	39.8	3	360	29,259	3	47.6	4	380	32,600	3	50.2	4	415	32,600	3	46.0	4	35 psi minimum 60 psi maximum Ⓒ ½" Dia. NPT for Generator (for water treatment connection) Ⓓ ¾" Dia. NPT for Condenser	1½" dia. Do not connect other units to this drain Drain must not be located beneath the steamer itself. Preferred floor drain location should be a minimum distance (from the unit) of at least 12" from the left side, 12" from the right side, 6" from the front and 6" from the rear Do not use PVC pipe	Right - 3", Left - 3", Rear - 3" (12" on control side if adjoining wall or equipment is over 30" high for service access) Contact factory for variances to clearances.
Volts	Watts	Ph	Amps	Wire																																													
208	32,600	3	91.7	3																																													
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TOTAL CAPACITY (2 Compartments)	UTILITY CONNECTIONS	
10 — 12" x 20" x 2½" Cafeteria Pans or 20 — 12" x 20" x 1" Cafeteria Pans or 6 — 12" x 20" x 4" Cafeteria Pans	(A) Electrical Supply (B) Cold Water Supply for Condenser 3/8" Dia. NPT (C) Cold Water Supply for Generator and Water Injection. 3/8" Dia. NPT (for water treatment conn.) Unit comes with a 50 Mesh Water Strainer (Installation required)	(D) Drain: 1.50" Dia. (E) Inlet for Generator Deliming Solution

NOTES:
 Cleveland Range reserves right of design improvement or modification, as warranted.
 Many regional, state and local codes exist and it is the responsibility of the owner and installer to comply with the codes.
 Cleveland Range equipment is built to comply with applicable standards for manufacturers, included among those approval agencies are UL, ULC, UL/NSF#4 and CSA (AGA, CGA).

(NOT TO SCALE)
 SECT. IV PAGE 16
 0612
 Litho In U.S.A.

AGENDA ITEM #22.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 10.3.2016		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Engineering and Grants Management				5. Department Contact: Michael Shannon or Betsy Thomas			
6. Description: Bolivar Beach and Dune Construction Contract under CIAP Funding							
7. IFAS PEID No: 707692		8. IFAS Req No:		9. Orgkey: 2913-291017 ✓		10. Object Code: 5481000 ✓	
11. Vendor: Apollo Environmental Strategies, Inc.				12. Vendor Contract No: 258982/10024522 ✓			
13. Requested Legal Review: Yes 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
Coastal Impact Assistance Program (CIAP)	2913	\$5,804,749	\$3,592,000				
22. Totals:		-	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10.10.2016		Auto Renewal Contract: Yes / No		Bid No: B161033			
Contract End Date: 12.31.2016		Contract # Issued By Purchasing: CM16238					

Approved By:

Signature

Date

Department Head: NANCY BAHER *Nancy Baher* 10/3/16

Purchasing Agent: *[Signature]* 10-3-16

County Legal: Myrna Rangel *Myrna Rangel* 10-5-16

Contract listed in Budget Documentation: YES NO

County Budget Office: *[Signature]* 10/5/16

Budget Available and Funds are/will be Available: YES NO

TD County Auditor: Brice *Brice* 10/5/16



COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

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

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

MEMORANDUM

To: Galveston County Commissioners' Court
From: Betsy Thomas, Grants Manager
Court Date: October 10, 2016
RE: Coastal Impact Assistance Program (CIAP) Grant
Bolivar Beach and Dune Construction Grant
Grant Funded Construction Contract

BACKGROUND

Beginning in 2012, Galveston County was awarded multiple grants to address coastal issues within the county. There are now six (6) grant projects remaining to be completed by the December 31, 2016 end of the CIAP Program at the US Fish and Wildlife Service. Those six (6) projects totaling \$5,346,385.05 are as follows:

- North Jetty Sand Search - \$495,000.75 (\$250,000 additional funds from CEPRA)
- Bolivar Monitoring and Surveys - \$300,000.76
- Survey of Submerged Structures (work completed) - \$409,913.75
- Design and Permitting - \$225,000.00
- **Bolivar Beach and Dune Construction - \$3,785,741.86**
- CIAP Administration - \$130,727.93

All six projects are underway and funds should be spent by the December 31st deadline.

SUMMARY

The Bolivar Beach and Dune Construction Project bid was awarded by Commissioners Court on September 27, 2016 (#69.2). The contract has been negotiated and is attached for the Court's review. There is no County match for this construction project as it is 100% grant funded.

Staff will have contractor signatures in Court on October 10th.

RECOMMENDATIONS

The Grants Manager asks the Court to consider approval of the Bolivar Beach and Dune Construction Contract and authorize the County Judge to sign the required contract documents.

Construction

Bolivar Peninsula Beach and Dune Restoration

[Relates to CIAP Grant Award # F13AF00087 from
U.S. Fish and Wildlife Service to Galveston County]

Article I. Parties and Background Information

1.01 Parties.

This agreement for the construction of a beach and dune restoration project (Agreement) is by and between the County of Galveston, acting by and through its governing body, the Galveston County Commissioners Court (the "County"), and Apollo Environmental Strategies, Inc. (the "Contractor"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

1.02 Background/Identification of County Contract Number

- a. Identification of County Contract Number. This Agreement is under contract number **CM16238** in the Galveston County Purchasing Agent's Office.
- b. Background Information. This Agreement is the resultant contract in the procurement, **Invitation to Bid #161018**, entitled Construction – Bolivar Peninsula Beach and Dune Restoration. The Invitation to Bid # 161018, including all addenda thereto (collectively, the "ITB #161018"), are incorporated herein by reference for all purposes. The Contractor's response in ITB #161018 is incorporated herein by reference. In the event of any conflict between the terms in this Agreement and the terms in said ITB #161018 and Contractor's response that have been incorporated herein, the terms of this Agreement shall control.

ITB #161018 was published utilizing specifications developed by HDR Engineering, Inc. ("HDR") and this Agreement relates to HDR Project No. 258982/10024522.

Further, the Project herein is subject to that Special Document No. SD201600030 (the "Special Document") and Texas General Land Office Contract No. 16-379-000-9966 by and between the County and the Texas General Land Office (the "GLO") and wherein the GLO granted the County the right to use the surface estate of certain Permanent School Fund land as stated in the Special Document.

1.03 Authorized Representatives for Implementation of Agreement.

- a. County. The County's authorized representative for the administration of this Agreement is the Galveston County Engineer, Michael Shannon, who may be reached at michael.shannon@co.galveston.tx.us and phone number (409) 770-5399. HDR shall also be reviewing payment requests and providing construction oversight. The contact person for HDR is Cameron Perry, who may be reached at cameron.perry@hdrinc.com.

Galveston County Project Contract #CM16238

- b. Contractor. The Contractor's authorized representative for the performance of this Agreement is Tim Elm, Vice President, who may be reached at telms@apolloenviro.com and phone number (409) 833-3330.

Article II. Scope of Services

2.01 Scope - Summary Description.

Contractor shall construct a dune restoration and beach nourishment project on Bolivar Peninsula in the Gilchrist/Caplen area (the "Project"). The Project is to start approximately 1,400 linear feet west of Rollover Pass. Project sequencing shall be from east to west. The Project includes the construction of dunes on the eastern end of the project and then beach nourishment over approximately 4,000 feet of shoreline (as per base bid). Dune restoration will include 9,000 cubic yards of surveyed in place beach quality sand. Beach nourishment base bid will be 81,000 cubic yards of surveyed in place beach quality sand. Each additive item is an additional 5,000 cubic yards of beach quality sand and shall extend the nourishment template further west. This Agreement covers the work to be performed under base price and additive items 1 and 2. Thus, base bid consists of approximately 90,000 cubic yards (surveyed in place) of beach-quality sand to be placed within the dune restoration and beach nourishment template. As additive items 1 and 2 are pursuant to this Agreement, that work is for an additional total 10,000 cubic yards (i.e., 5,000 for each item) of beach quality sand to extend the beach nourishment further west.

2.02 Scope – Further Description and Services.

Placement density for beach nourishment shall be approximately 20.8 cubic yards per linear foot; density for dune restoration shall be approximately 4.23 cubic yards per linear foot. Dune restoration shall be vegetated with native species conforming to guidelines established in the Galveston County Dune Protection and Beach Access Plan, the Galveston County Erosion Response Plan, and the Texas General Land Office Dune Protection and Improvement Manual for Texas. Sand fence specifications and layout are provided in the drawings of ITB #161018. The Project is further described in ITB #161018.

Contractor shall procure, transport, and place beach quality sand from the upland borrow source as detailed in the County's U.S. Army Corp of Engineers permit #SWG-2007-00391. The sand will be transported in trucks by Contractor to the project site. Sand shall be safely secured in trucks so as to not present a road hazard. Contractor shall place the sand according to the Project specifications. Sand shall be placed and graded within a specified template to construct the Project. Upon completion and acceptance of dune restoration, planting of native dune vegetation will be performed. Work items include mobilization/demobilization; furnishing; loading; hauling to and grading within the beach and dune templates, procurement of and planting native dune vegetation, installation of sand fencing multiple bathymetric and topographic surveys for measurement, payment substantiation, and work acceptance purposes; aerial photography; installation of project

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sign; and all other subsidiary work. Contractor shall furnish all labor and supervision; furnish and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, uploading and handling; conform to specifications and all contract documents; and do all things required to timely complete the Project.

2.03 Time for Completion - Time of the Essence.

Contractor shall start the work upon receipt of a notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by Galveston County's authorized representative. The Contractor agrees to be complete by December 31, 2016.

The Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Contractor's information at the office of the County's authorized representative. In the event the Contractor should fail to maintain the County authorized representative's progress schedule or the schedule as established above, the County reserves the right, after 48 hours formal notice to the Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Contractor.

Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

2.04 Payment and Performance Bonds required. Contractor must furnish a performance bond and a payment bond to the County before beginning work under this Agreement. The requirements in Section 38 of ITB #161018 General Provisions apply to this Agreement.

2.05 Warranty. The Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents. The Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment.

2.06 Changes in Work.

a. The Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to Galveston County's authorized representative written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract document.

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- b. Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials.
- c. The amount to be paid by Galveston County for changes in the work, as outlined in herein shall be made on the basis of one of the following methods:

Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials.

The amount to be paid by Galveston County for changes in the work shall be made on the basis of one of the following methods:

- 1.) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by Galveston County's authorized Representative and the Contractor, or
 - 2.) by unit prices stated in the contract documents, or
 - 3.) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12. (Field overhead will not be considered as part of actual net cost), or
 - 4.) by the method provided in subparagraph (d) below.
- d. If none of the above methods set forth in clauses 2.06(a), (b), or (c) is agreed upon, the Contractor, provided the Contractor receives a written order signed by Galveston County shall promptly proceed with the work involved. The cost of such work shall be determined by the County's authorized representative on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit. In such case, and also under all clauses above, the Contractor shall keep and present, in such form as the County's authorized representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the contract documents, cost shall be limited to the following: cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom; workers or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost, payments, on account shall be made as determined by the County. The amount of credit to be allowed by the Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by the County. When both additions and credits covering related work or substitutions are involved in any one change, the

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allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

Article III. Compensation, Invoicing, and Payments

- 3.01 Compensation - Not to Exceed Contract. The County shall pay the Contractor for Contractor's satisfactory performance of its work that includes completion of the Base Bid plus the addition of Additives #1 and #2 as approved by Commissioners Court action on September 27, 2016. Thus, the amount to be paid by County to Contractor under this Agreement shall not exceed the amount of three million five hundred ninety-two thousand and no dollars (\$3,592,000.00).
- 3.02 Grant funding. Contractor acknowledges that this Agreement is funded solely through CIAP grant funds awarded to the County and does not create any obligation of the County to appropriate any other funds for the obligations of this Agreement. CIAP funds covering the base bid and additives 1 and 2 have been awarded to the County.
- 3.03 Invoicing. Contractor shall invoice monthly for its services provided under this Agreement. Contractor shall deliver one original invoice and three copies of such invoice to the County's authorized representative. Invoicing shall be detailed and must be acceptable to the County's authorized representative and must be supported by receipts, vouchers, and like information showing the costs of materials delivered and the value of work completed by Contractor up to the billing date. It is specifically understood and agreed that prior to submission of the first invoice; the Contractor will deliver to the County's authorized representative, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work. Once accepted by the County's authorized representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement

The Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim showing all payments made for labor and materials and on account for all work covered in the previous months request for payment. Affidavit and waiver of bond claims may be required to be submitted from Contractors, suppliers, and/or Sub-Contractors (all tier). The Contractor shall be required to execute a general release satisfactory to Owner, prior to receiving final payment.

If this Agreement provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose. Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed. Applications for payment shall be made monthly by Contractor.

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3.04 Payments.

- a. Texas Prompt Pay Act. The County shall pay the Contractor in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Texas Government Code.
- b. Retainage. Retainage shall be withheld under this Agreement. Upon the attainment of substantial completion, payment will be made so that the sum of all payments made to Contractor under this Agreement equals Ninety Five Percent (95%) of the total contract amount. Upon completion by Contractor and Final Acceptance by County, the retainage will be released by County to the Contractor.
- c. Payments not conclusive. No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials.
- d. Audit. Notwithstanding anything to the contrary in this Agreement, prior to making any payments under this Agreement, the County shall have the right to inspect and/or audit the records of the Contractor associated with this Agreement.

- 3.05 No Liens. The Contractor shall save and keep Galveston County's authorized Representative, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Contractor's work hereunder. In the event any such claim is filed by anyone claiming by, through, or under the Contractor, the Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

Article IV. Term; Termination; Associated Matters

- 4.01 Term. This Agreement shall be effective upon full execution, with the date of the Party signing last in time. This Agreement shall remain in continuous effect thereafter through December 31, 2016, unless terminated earlier as provided herein.
- 4.02 Extensions. Notwithstanding the foregoing, this Agreement may be extended by the mutual prior written agreement of the Parties.
- 4.03 Termination. Termination provisions are as specified in the General Provisions, Sections 22, 23, of ITB #161018.
- 4.04 Cure. Notwithstanding the foregoing, the County may elect to offer Contractor an opportunity to cure in the event Contractor breaches this Agreement.
- 4.05 Remedies. In addition to the remedies stated herein, the Party against whom the default occurred has the right to pursue other remedies permitted by law or in equity.
- 4.06 Non-waiver. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach

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or violation of the same or another provision herein. Failure of a Party to insist upon the strict performance of any of the provisions herein or to exercise any right or remedy accruing hereunder or failure of performance shall not be construed as a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

Article V. Whistleblower Protections

On December 2, 2014, Ms. Penny L. Bartnicki, Chief of the Coastal Impact Assistance Program Branch with the U.S. Fish and Wildlife Service provided correspondence to Galveston County Judge Mark Henry requiring the inclusion of the following clause within contracts associated with each of Galveston County's CIAP program grant awards including award numbers: #F13AF00018; #F13AF00060; #F13AF00064; #F13AF00087; #F13AF00135; and award #F14AF00519. Thus, such requirements apply to this Agreement:

41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be effective until January 1, 2017.

- (a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

Article VI. Insurance and Indemnity

6.01 Insurance.

- a. Bodily Injury and Property Damage due to Accident and Worker's Compensation. The Contractor agrees to, at the time of execution of this Agreement, furnish Galveston County's authorized Representative with certificates of insurance from an insurance company (or other source) acceptable to Galveston County and in compliance with all requirements of Section 36 of the General Provisions of ITMB #161018. These certificates should certify that the Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents. The Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County. Compliance by the Contractor with the foregoing requirements,

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as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations.

- b. **General Commercial Liability Insurance.** In addition to the insurance required above, Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including bodily injury, property damage, and contractual liability with combined single limits of \$1,000,000 or as may be required by State or Federal law, whichever is greater. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor. Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. The County of Galveston shall be named as an additional insured on the commercial general liability insurance policy. Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) days of execution of this Agreement as written proof of such insurance and further provided that proposer shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein. Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without thirty (30) days prior written notice to the County. Insurance required herein shall be maintained in full force and effect during the life of this contract; provided however, that if proposer obtains insurance on a claims-made basis rather than on an occurrence basis, it shall purchase at the termination of this contract, and provide proof thereof, tail coverage for the period of the County's relationship with proposer and such tail coverage must be in the minimum amounts set forth above. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

- 6.02 **Indemnification.** Contractor, to the fullest extent permitted by law, agrees to indemnify and hold harmless Galveston County, its officials, agents, and representatives, including without limitation, the County's authorized representative, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent or reckless act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor

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may be liable, regardless of whether caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the County's authorized representative, or any of the County's officials, agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

Article VII. Contractor Responsibilities

- 7.01 The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and Galveston County's authorized Representative, or their authorized representatives. The Contractor shall, within a 24-hour notice from Galveston County's authorized Representative, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which Galveston County's authorized Representative, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents. The Contractor shall make good at its own expense, all work damaged or destroyed thereby.
- 7.02 The Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby; to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law.
- 7.03 Davis-Bacon. Contractor shall comply with Section 58, General Provisions, ITB #161018.
- 7.04 If applicable, the Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the County, the County's authorized representative, and Architect or Engineer harmless from loss on account thereof, except that the County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless Contractor promptly gives such information to the County.
- 7.05 Should the Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, the County shall be at liberty, after 48 hours written notice to the Contractor, to provide any such labor, equipment, and

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materials and deduct the cost thereof, from any money then due or thereafter to become due to the Contractor, under this Agreement. In the event of such refusal, neglect, or failure, the County shall also be at liberty to terminate this Agreement. Consequently, the County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such termination of contract, the Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the County in finishing the work, such excess shall be paid by the County to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County. The expense incurred by the County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Contractor.

- 7.06 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor and as specified in Section 4.03 of this Agreement, and Section 23, of the General Provisions, ITB #161018. In such instance the Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination. No payments shall be made for anticipated overhead and profit.
- 7.07 The Contractor agrees to adhere to the Federal Occupational Safety & Health Act, state and local safety regulations and the County's authorized Representative's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.
- 7.08 In the event the Contractor after a 24-hour written notice from the County, the County's authorized representative, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, the County shall undertake these obligations and charge the cost of same to the Contractor's account without further notice to the Contractor.
- 7.09 The Contractor agrees to notify the County's authorized representative on the jobsite of all accidents which may occur to persons or property and shall provide the County's authorized representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within five (5) days of occurrence.
- 7.10 The Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site.

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- 7.11 The Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the prior written consent of the County, acting by and through its Commissioners Court. In the event of such consent, a Sub-Contractor must comply with all the requirements of this Agreement.
- 7.12 If applicable, the Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done. The Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors. The Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work.
- 7.13 The Contractor shall submit to the County's authorized representative upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item. Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc. The Contractor shall be required to submit to the County's authorized representative a monthly material status report, or more often if required by Galveston County's authorized representative, as a prerequisite for the monthly progress payment. The Contractor shall notify the County's authorized representative immediately upon learning of a change of status of any material, equipment, or supplies.
- 7.14 The Contractor shall continuously and adequately protect all Contractors' work and will immediately replace all damaged and defective work.
- 7.15 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the County's authorized representative and other trades in order to maintain construction progress schedules, as established by the County's authorized representative. In the event that Contractor's force is, in the judgment of the County's authorized representative, inadequate to meet the established schedules during the regular working hours, the Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to the County.
- 7.16 The Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings. If required, the Contractor shall substantiate this employment of competent personnel to the County's authorized representative's satisfaction before initiating any work.
- 7.17 The Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Contractor or provided by others, are in a safe, sound, and good

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condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations.

- 7.18 **Right-To-Know.** Each Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed. Before using on site any material listed in the right-to-know substance list, each Contractor will furnish Galveston County's authorized representative a copy of the material safety data sheet for that substance.
- 7.19 In the event the Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorney's fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.
- 7.20 The Contractor agrees to perform the work under the general direction and coordination of the County's authorized representative in accordance with the contract documents.
- 7.21 The Contractor agrees to perform the work subject to the final approval of the authorized representative of Galveston County, in accordance with the contract documents.

Article VIII. Galveston County Authorized Representative Responsibilities

- 8.01 The County's authorized representative will administer the contract as described in the contract documents.
- 8.02 The County's authorized representative may perform all tasks necessary or appropriate to administer and manage this Agreement.
- 8.03 The County's authorized representative shall not give instructions or orders directly to employees or workers of the Contractor, except to persons designated as authorized representatives of the Contractor.

Article IX. Notice

- 9.01 The notice provisions in Section 60, General Provisions, ITB #161018, shall be applicable to this Agreement, except as modified within this Article IX. The modification is that for notice to the County, a copy shall also be provided to the Galveston County Engineer, Michael Shannon, PE, CFM, 722 Moody, 1st Floor, Galveston, Texas 77550, facsimile number (409) 770-5557.
- 9.02 **Notice to Contractor.** Notice to the Contractor shall be provided to:

Galveston County Project Contract #CM16238

Sandra G. Elms, President,
Apollo Environmental Strategies, Inc.
6000 Highland Avenue
Beaumont, Texas 77705
Facsimile: (409) 833-8363

With a copy to:

Timothy Elms, Vice President,
Apollo Environmental Strategies, Inc.
6000 Highland Avenue
Beaumont, Texas 77705
Facsimile: (409) 833-8363

Article X. Miscellaneous

- 10.01 Contractor Registration with SAM. If this Agreement involves the use of federal funds, then in addition to submitting the debarment certification, Contractor must be registered in the Federal Contractor Registry through the System for Award Management (SAM). Contractor must maintain its SAM registration throughout the term of this Agreement. Contractor shall provide proof of such SAM registration to the Galveston County Purchasing Agent prior to execution of this Agreement.
- 10.02 Entirety Clause. This Agreement consists of this agreement, the ITB #161018 (which includes addenda #1 and #2), Contractor's response in ITB #161018, the Vendor Qualification Packet, the U.S. Army Corps of Engineers Permit SWG 2007-00391, and the Special Document No. SD201600030. For clarification, ITB #161018, within its' Special Provisions, includes, without limitation, the Davis-Bacon wage rates, the Project Manual, the drawings, beach nourishment, construction surveying, dune planting, and the drawings. This Agreement constitutes the entire agreement of the Parties. Any oral or written statements, agreements, promises, conditions, assurances, covenants, or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, not expressly set forth in this Agreement, shall be of no force or effect. The Parties rely solely upon the representation and terms contained in this Agreement and no others.
- 10.03 Authority to Bind. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all terms and provisions of this Agreement, and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
- 10.04 Benefit of Parties Only. This Agreement is intended to inure only to the benefit of the Parties and their legal successors. This Agreement is not intended to create, does not create, and shall not be deemed or construed to create, any rights or benefits in third parties.

Galveston County Project Contract #CM16238

- 10.05. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.
- 10.06. Severability. If any provision contained in this Agreement is held to be invalid by a court of competent jurisdiction for any reason, such invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- 10.07. Validity/Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations shall be made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate counterparts*, each of which shall be deemed to be an original, to be effective on the date specified herein.

Apollo Environmental Strategies, Inc.,
By:

Date Signed:

Sandra G. Elms, President

Galveston County,
By:

Date Signed:

Mark Henry,

Attest:

Dwight D. Sullivan,
Galveston County Clerk

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-107492

Date Filed:
09/01/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

APOLLO Environmental Strategies, Inc.
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B161018
Bolivar Dune and Beach Nourishment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Tim Elms
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tim Elms, this the 1 day of September, 2016, to certify which, witness my hand and seal of office.

Tina Moore Signature of officer administering oath
Tina Moore Printed name of officer administering oath
Notary Public Title of officer administering oath

Galveston County Project Contract #CM16238

- b. Contractor. The Contractor's authorized representative for the performance of this Agreement is Tim Elms, Vice President, who may be reached at telms@apolloenviro.com and phone number (409) 833-3330. 

Article II. Scope of Services

2.01 Scope - Summary Description.

Contractor shall construct a dune restoration and beach nourishment project on Bolivar Peninsula in the Gilchrist/Caplen area (the "Project"). The Project is to start approximately 1,400 linear feet west of Rollover Pass. Project sequencing shall be from east to west. The Project includes the construction of dunes on the eastern end of the project and then beach nourishment over approximately 4,000 feet of shoreline (as per base bid). Dune restoration will include 9,000 cubic yards of surveyed in place beach quality sand. Beach nourishment base bid will be 81,000 cubic yards of surveyed in place beach quality sand. Each additive item is an additional 5,000 cubic yards of beach quality sand and shall extend the nourishment template further west. This Agreement covers the work to be performed under base price and additive items 1 and 2. Thus, base bid consists of approximately 90,000 cubic yards (surveyed in place) of beach-quality sand to be placed within the dune restoration and beach nourishment template. As additive items 1 and 2 are pursuant to this Agreement, that work is for an additional total 10,000 cubic yards (i.e., 5,000 for each item) of beach quality sand to extend the beach nourishment further west.

2.02 Scope – Further Description and Services.

Placement density for beach nourishment shall be approximately 20.8 cubic yards per linear foot; density for dune restoration shall be approximately 4.23 cubic yards per linear foot. Dune restoration shall be vegetated with native species conforming to guidelines established in the Galveston County Dune Protection and Beach Access Plan, the Galveston County Erosion Response Plan, and the Texas General Land Office Dune Protection and Improvement Manual for Texas. Sand fence specifications and layout are provided in the drawings of ITB #161018. The Project is further described in ITB #161018.

Contractor shall procure, transport, and place beach quality sand from the upland borrow source as detailed in the County's U.S. Army Corp of Engineers permit #SWG-2007-00391. The sand will be transported in trucks by Contractor to the project site. Sand shall be safely secured in trucks so as to not present a road hazard. Contractor shall place the sand according to the Project specifications. Sand shall be placed and graded within a specified template to construct the Project. Upon completion and acceptance of dune restoration, planting of native dune vegetation will be performed. Work items include mobilization/demobilization; furnishing; loading; hauling to and grading within the beach and dune templates, procurement of and planting native dune vegetation, installation of sand fencing multiple bathymetric and topographic surveys for measurement, payment substantiation, and work acceptance purposes; aerial photography; installation of project

AGENDA ITEM #23.a.

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

September 21, 2016

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

**RE: Bid on Galveston County Tax Foreclosed Resale Property
R191106 1100-0026-0023-000
Bidders: Truncha Grande Lots, L.L.C.
Not Approved By Commissioner's Court**

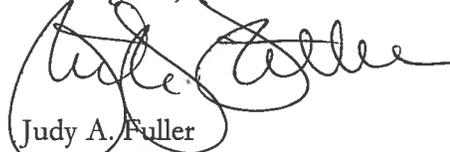
Dear Ms. Martinez,

We have received offer on the tax foreclosed property listed above on which Galveston County is the Trustee. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Sheets, the Bid Form, CAD Detail Sheet, Maps and the prepared Resale Deed.

If the sale is approved, please have Judge Mark Henry sign the enclosed Resale Deed and return it to us so we may submit it to the County Clerk for recording once we have the other entities approval.

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

Best regards,



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

JF: encls.

TAX FORECLOSURE SALE BID ANALYSIS
Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 23, Blk 26, Alta Loma Townsite, Santa Fe

LOCATION: 21st St., Santa Fe

CAD ACCOUNT #: Land NHS \$9,880
R191106 1100-0026-0023-000 Imp HS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE:10-05-2010 **REDEMPTION EXPIRES:** EXPIRED

CAUSE # 09TX0557

STYLED: County of Galveston, et al.
vs. Nell Edna Marschner, et al.

DATE DEED RECORDED:
10-21-2010

RECORDING REFERENCE:
2010052347

COSTS:

GRAND TOTAL/JUDGEMENT AMT: \$ 7,956.34

TAX RESALE INFORMATION

BID AMOUNT: \$ 7,960.00

NAME OF BIDDER: Lee J. Schmitt
Trucha Grande Lots, L.L.C.
P O Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **09TX0557** on the docket of the **56th** District Court
County of Galveston, et al. vs. Nell Edna Marschner, et al.

Property Account Number: **R191106 1100-0026-0023-000**

Legal Description: **Lot Twenty-three (23), Block Twenty-six (26), Alta Loma Townsite, Galveston County, Texas, said property being more particularly described in the instrument recorded at Film Code Number 004-33-0600 in the Official Deed Records of Galveston County, Texas**

Property Sold at Sheriff's Sale Conducted on October 5, 2010 for **\$7,956.34**

Property Re-Sold to **Trucha Grande Lots, L.L.C., P O Box 865, Lancaster, TX 75146** for **\$7,960.00**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<u>Original Amt</u>	<u>Actual</u>
	<u>Due At Sale</u>	<u>Disbursemen</u>
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	\$ 719.00	\$ 719.00
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2010052347)	\$ -	\$ 20.00
(3) Attorney Ad Litem Fees to "Brenda Dushane" 1506 Winding Way, #209, Friendswood 77546	\$ 500.00	\$ 500.00
(4) Court Costs to "Galveston County District Clerk"	\$ 416.00	\$ 416.00
(5) Title Search Fees to "Lyn Wingert & Associates"	\$ 250.00	\$ 250.00
	<u>\$ 1,885.00</u>	<u>\$ 1,905.00</u>

<u>Taxing Entity Distribution</u>	<u>Proportionate</u>	<u>Taxes Due at</u>	<u>Resale</u>
	<u>Share</u>	<u>Original Sale</u>	<u>Share/(Loss)</u>
to "COUNTY OF GALVESTON"	0.200602144	\$ 1,217.92	\$ 1,214.65
to "CITY OF SANTA FE"	0.098206386	\$ 596.24	\$ 594.64
to "SANTA FE INDEPENDENT SCHOOL DISTRICT"	0.560291005	\$ 3,401.72	\$ 3,392.55
to "COLLEGE OF THE MAINLAND"	0.077406466	\$ 469.96	\$ 468.70
to "DRAINAGE DISTRICT #1"	0.035106313	\$ 213.15	\$ 212.57
to "EMERGENCY SERVICE DISTRICT #1"	0.028387686	<u>\$ 172.35</u>	<u>\$ 171.89</u>
	Subtotal	\$ 6,071.34	\$ 6,055.00
Tax Years 2000-2009 in Judgment			
PJ Tax Year 2010 as of 09-16 GALCO \$229.16			
SFISD \$286.50			
	Grand Total	\$ 7,956.34	\$ 7,960.00

**BID FORM
FOR GALVESTON COUNTY TAX FORECLOSED PROPERTY**

I, (We) Lee J Schmitt / TRUCHE GRANDE L.L.C.
hereby declare and certify that:

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

CAD Property # 1100-0036-0023-000, described as follows:

LOT 23 BLY 26 ALTA LOMA TOWNSHIP
21st ST SANTA FE

B) Bid Amount \$ 7960.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **Linebarger Goggan Blair & Sampson, LLP** in the sum of \$ 796.00 which is ten percent (10%) of my (our) bid or \$100.00, **whichever is greater**. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

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

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

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

TRUCHE GRANDE L.L.C.

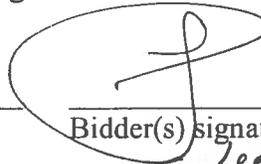
* Bidder(s) printed name

P.O. 865

* Address

LANCASTER TX, 75146

* City, State, Zip Code



Bidder(s) signature

Lee@NEXFLO.com

Email Address

9-20-16

Date

214-686-6806

Phone Number

* as it will appear on the Trustee's Deed



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A101, Texas City, TX 77591, (866) 277-7273
 Data on this Web site represents 2016 Information, click history for values

Property Detail Sheet (R191106)

[Home](#)

[General Information](#)

[News](#)

[FAQ](#)

[Searches](#)

- [Property ID Search](#)
- [Account Search](#)
- [Owner Search](#)
- [Address Search](#)

[Property Data](#)

- [Detail Sheet](#)
- [History](#)
- [Datasheet](#)

[Other](#)

- [Taxing Units](#)
- [Neighborhoods](#)
- [Abstracts](#)
- [Subdivisions](#)
- [ARB Rules](#)
- [How Property Is Appraised](#)
- [ONLINE Protest Info](#)
- [Online Protest Login](#)
- [Tax Code](#)
- [Calendar](#)
- [Property Codes](#)
- [County Tax Rates](#)
- [Legislative Updates](#)
- [Forms](#)
- [GIS Maps](#)
- [GIS Map Viewer](#)
- [GIS Shape Files](#)
- [PDF Map Index](#)
- [County Tax Office](#)
- [Texas CADs](#)
- [Employment](#)



[History](#)



[Plat Map](#)



[GIS Map](#)



[Datasheet](#)



[Protest](#)

Owner Information

Owner ID: O407483
 Owner Name: COUNTY-GALVESTON
 Owner Address: 722 MOODY AVE
 GALVESTON, TX 77550-2317
 Property Address:

Parcel Information

Legal Description: ABST 149 PAGE 10 LOT 23 BLK 26 ALTA LOMA TOWNSITE
 Neighborhood: 1100.1(1100.1 - Alta Loma Townsite South Of Hwy 6)
 Acreage: 0.119
 Cross Reference: 1100-0026-0023-000
 Undivided Interest: 100%

Exemption Codes: EX (Exempt Property)
Entity Codes: GGA (Galveston County)
 J05 (Mainland College)
 W02 (Wcid 8 Alta Loma)
 S17 (Santa Fe Isd)
 RFL (Co Road & Flood)
 C54 (City Of Santa Fe)
 F01 (Galv County Emergency Service #01)
 D01 (Drainage #1)

Deed Type: Sheriff's Deed
 Deed Book:
 Deed Page: 2010052347
 Map Page: 281-A
 Links:

[Click here](#) to view your 2016 certified values and prior history.

		Land			
ID	Type	SPTB	Acre	Market	
Land1	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)		Unavailable	



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

Current Owner		Legal Description		Exemptions		Market	
COUNTY-GALVESTON (0407483) 722 MOODY AVE GALVESTON, TX 77550-2317		ABST 149 PAGE 10 LOT 23 BLK 26 ALTA LOMA TOWNSITE		EX		Unavailable	
Situs Address		History Information		Entitles		Assessed	
				GGA, J05, W02, S17, RFL, C54, F01, D01		Unavailable	
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PARCELS-R#:
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situa:
rbrdi:

D191106
1100-0026-0023-000
COUNTY-GALVESTON
100.1

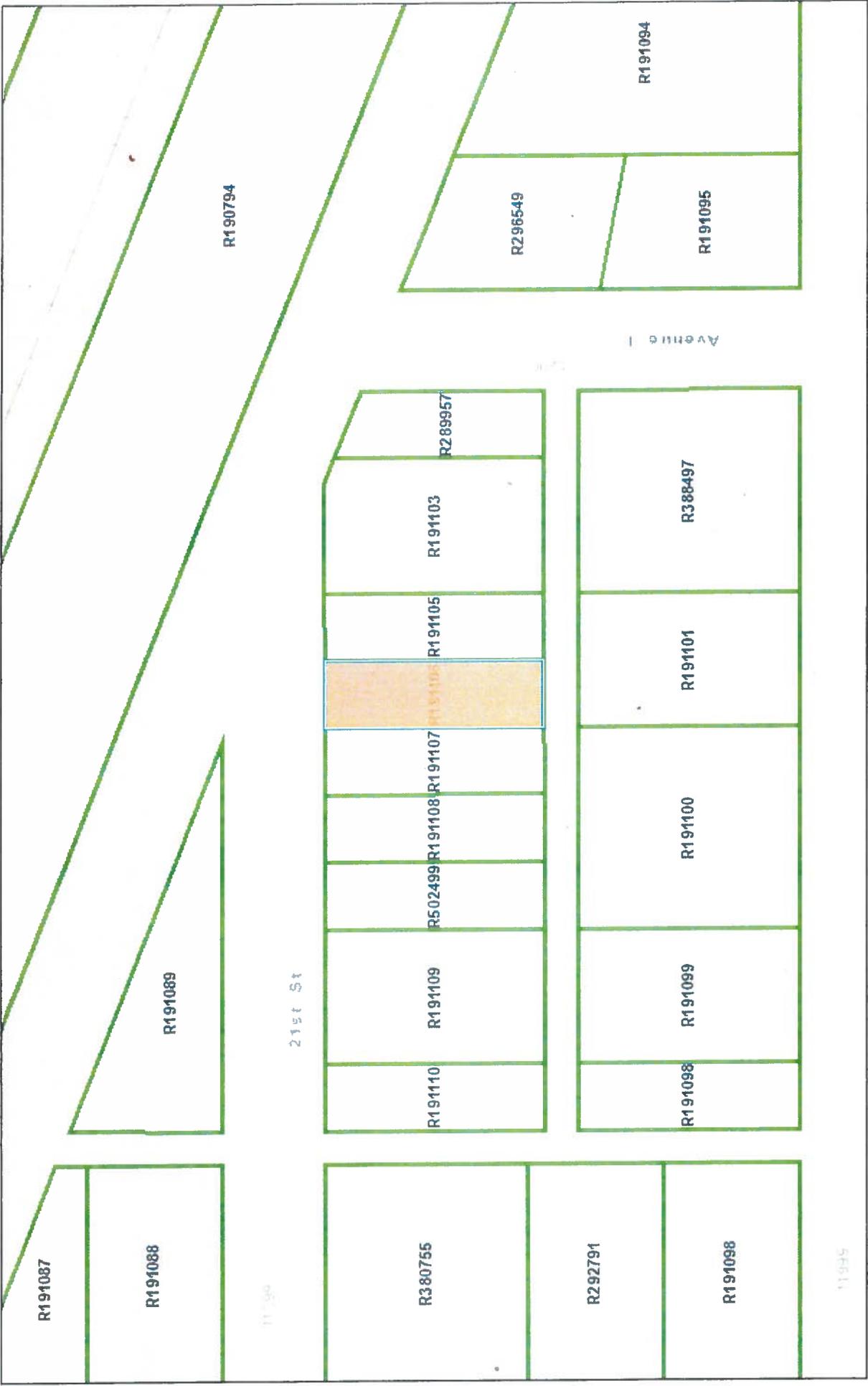


R191106 1100-0026-0023-000

Lot 23, Block 26, Alta Loma Townsite, Santa Fe

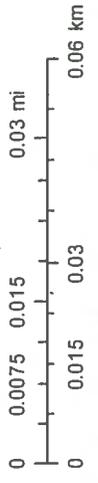
21st St., Santa Fe

R191106 1100-0026-0023-000 Lot 23, BIK 26, Alta Loma Iownsite; Santa Fe



August 24, 2016

1:1,128



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand).

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

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **56th** Judicial District in Cause Numbered **09TX0557** styled "**County of Galveston, et al. vs. Nell Edna Marschner, et al.**" the Sheriff of Galveston County, on August 20, 2010, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **October 5, 2010**, sold and conveyed the premises to **County of Galveston**, as Trustee for itself and for **City of Santa Fe, Santa Fe Independent School District, College of the Mainland, Drainage District #1 and Galveston County Emergency Service District #1** for the sum of **Seven Thousand Nine Hundred Fifty-Six and 34/100 Dollars (\$7,956.34)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Seven Thousand Nine Hundred Sixty and no/100 Dollars (\$7,960.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **County of Galveston, City of Santa Fe, Santa Fe Independent School District College of the Mainland, Drainage District #1 and Galveston County Emergency Service District #1** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **County of Galveston, City of Santa Fe, Santa Fe Independent School District, College of the Mainland, Drainage District #1, and Galveston County Emergency Service District #1**, provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **Seven Thousand Nine Hundred Sixty and no/100 Dollars (\$7,960.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **County of Galveston, City of Santa Fe, Santa Fe Independent School District, College of the Mainland, Drainage District #1 and Galveston County Emergency Service District #1** ("**GRANTOR**"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Trucha Grande Lots, L.L.C.**, of P O Box 865, Lancaster, TX 75146 ("**GRANTEE**"), the following described real property, to wit:

Lot Twenty-three (23), Block Twenty-six (26), Alta Loma Townsite, Galveston County, Texas, said property being more particularly described in the instrument recorded at Film Code Number 004-33-0600 in the Official Deed Records of Galveston County, Texas.

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

GRANTOR conveys the property:

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

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

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

By acceptance of this deed, GRANTEE acknowledges and agrees:

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

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property

and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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

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

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

COUNTY OF GALVESTON

By: _____
County Judge of Galveston County, Texas

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

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

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary

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

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

COLLEGE OF THE MAINLAND

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of 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 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

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

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

CITY OF SANTA FE

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Tambrella, as Mayor of 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 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

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

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT #1

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of Galveston County Emergency Services District #1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

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

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

DRAINAGE DISTRICT #1

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of 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 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

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

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

SANTA FE INDEPENDENT SCHOOL DISTRICT

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of 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 he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

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

AGENDA ITEM #24.a.

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

September 27, 2016

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

**RE: Replacement Deed Due to Loss of Original Resale Deed
R210086 2655-0130-0006-000
Original Bidders: Karl Wells & Frank Nagle
Not Approved By Commissioner's Court**

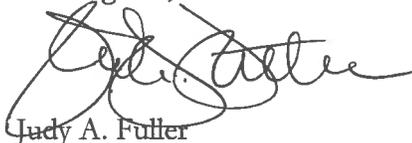
Dear Ms. Martinez,

We have received a request from Purdue Brandon Fielder Collins & Mott on a property for which Dickinson Independent School District was the Trustee. This property was resold to Mr. Wells & Mr. Nagle in December 1998. The deed was not recorded at that time and they are unable to find the original deed. They are asking that you please schedule this for review by the Commissioner's Court.

If the replacement deed is approved, please have Judge Mark Henry sign the enclosed Deed and return it to us for signature by Bacliff Municipal Utility District. Thank you for your assistance in getting this completed as soon as possible as Mr. Wells is trying to sell this property and as of now has no recorded proof of ownership.

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

Best regards,



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

JF: encls.

- (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 **his/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, DICKINSON INDEPENDENT SCHOOL DISTRICT, THE GALVESTON COUNTY EDUCATION DISTRICT, BACLIFF MUNICIPAL UTILITY DISTRICT and THE COUNTY OF GALVESTON and their respective employees, officers, directors, representatives, attorneys and agents (hereinafter "GRANTOR'S PARTIES") from any and all claims that it may now have or hereafter acquire against GRANTOR'S PARTIES 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'S PARTIES shall be a covenant running with the property and shall be binding upon GRANTEE, **his/her** successors 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'S PARTIES of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **himself/herself** and **his/her** successors and assigns to indemnify, protect, defend, save and hold harmless GRANTOR'S PARTIES 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 **KARL WELLS and FRANK NAGLE, his/her** successors, beneficiaries, heirs and assigns forever, so that neither DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and as trustee for the use and benefit of THE GALVESTON COUNTY EDUCATION DISTRICT, BACLIFF MUNICIPAL UTILITY DISTRICT and THE COUNTY OF GALVESTON, 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.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed

this _____ day of _____, 2016 but effective on the 16th day of December, 1998.

DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and as Trustee for the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT

MIKE MACKEY
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, MIKE MACKEY, President, Board of Trustees, Dickinson 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 _____, 201_.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

140 Corrected

BID ANALYSIS

A-103

CAUSE NO. 93TX0024

ACCOUNT #2655-0130-0006-000

DESCRIPTION Lots 6, 7 & 8, Blk 130, Clifton By The Sea

BID AMOUNT \$ 4,255.38 57%

(CAD) VALUE \$ 8,000.00 - \$7,500 REDEMPTION PERIOD: EXPIRE

NAME OF BIDDER Karl Wells & Frank Nagle

JUDGEMENT AMOUNT: \$7,092.30

JUDGMENT INFORMATION

<u>TAX ENTITY</u>	<u>TAX YEARS</u>	<u>AMOUNT DUE</u>
Dickinson Independent School District	<u>1980 - 1993</u>	\$ <u>3,468.56</u>
Bacliff Municipal Utility District	<u>1972, 1977 - 1993</u>	\$ <u>1,118.51</u>
Galveston County	<u>1982 - 1984, 1986, 1988 - 1994</u>	\$ <u>1,274.42</u>
Galveston County Education District	<u>1991, 1992</u>	\$ <u>224.53</u>
	Total	\$ 6,086.02

COSTS

Court Costs \$ 236.50
 Publication Fees \$ 199.56
 Ad Litem \$ 500.00 (M. Kelly)

Sheriff's Fee \$ - 0 -
 Title Research \$ 70.00 (PBFC&M)
 Deed Recording Fee \$ 13.00 (Galveston Cnty.)

PROPOSED DISTRIBUTION

BID AMOUNT \$ 4,255.38
 POST JUDGMENT TAXES \$ 288.19

COSTS \$ 1,019.06

NET TO DISTRIBUTE \$ 2,948.13

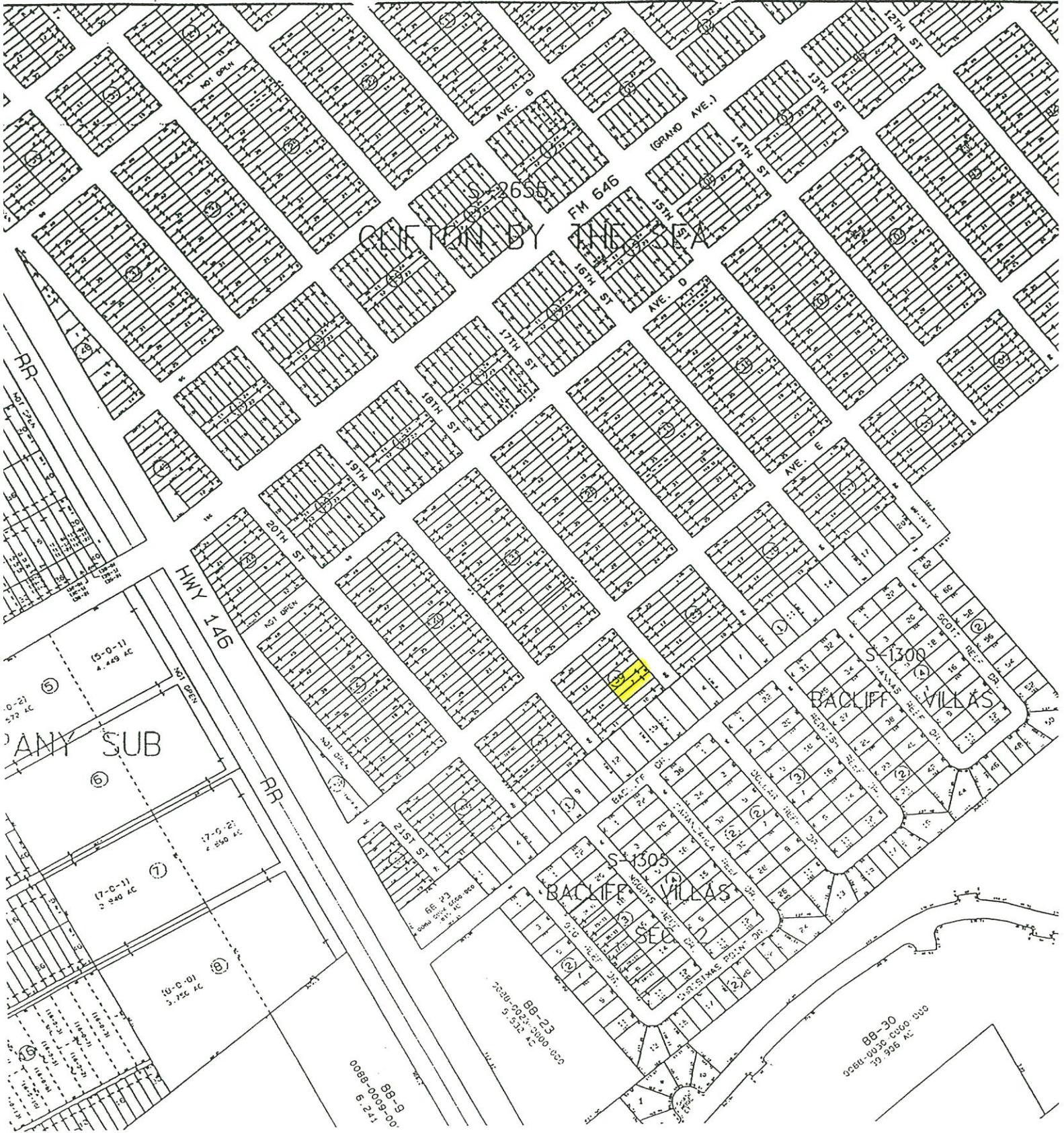
Dickinson Independent School District	<u>57 %</u>	\$ <u>1,680.43</u>
Bacliff Municipal Utility District	<u>18.38 %</u>	\$ <u>541.87</u>
Galveston County	<u>21 %</u>	\$ <u>619.11</u>
Galveston County Education District	<u>3.62 %</u>	\$ <u>106.72</u>

Corrected 10/19/94

POST JUDGMENT INFORMATION

	<u>TAX YEAR</u>	<u>AMOUNT IF PD 10/98</u>
Dickinson Independent School District	<u>1994</u>	\$ <u>231.55</u>
Bacliff Municipal Utility District	<u>1994</u>	\$ <u>35.03</u>
Galveston County	<u>1994</u>	\$ <u>21.61</u>

REMARKS: PROPERTY HAS AN OLD DILAPIDATED BUILDING, TIRES, REFRIGERATORS, ETC. THAT WILL BE REMOVED AT THE BIDDER'S EXPENSE.



A-103 LOTS 6, 7, & 8 BLOCK 130 CLIFTON BY THE SEA

14b

BID ANALYSIS

B-699

CAUSE NO. 95TX0333

ACCOUNT #2655-0071-0011-000

DESCRIPTION Tract 14- Lot 11, Block 71, Clifton By
The Sea

BID AMOUNT \$ 1,850.00 74%

VALUE \$ 2,500.00 (CAD) JUDGEMENT AMOUNT: \$2,253.28
REDEMPTION PERIOD: 02/15/99

NAME OF BIDDER Ronnie Beckett

JUDGMENT INFORMATION

<u>TAX ENTITY</u>	<u>TAX YEARS</u>	<u>AMOUNT DUE</u>
Dickinson Independent School District	<u>1974 - 1996</u>	\$ <u>1,239.24</u>
Bacliff Municipal Utility District	<u>1974 - 1996</u>	\$ <u>301.02</u>
Galveston County	<u>1983 - 1997 prorated</u>	\$ <u>511.89</u>
Galveston County Education District	<u>1991, 1992</u>	\$ <u>91.38</u>
	Total	\$ 2,143.53

COSTS

Court Costs \$ - 0 -
Publication Fees \$ - 0 -
Ad Litem \$

Sheriff's Fee \$ - 0 -
Title Research \$ - 0 -
Deed Recording Fee \$ - 0 -

PROPOSED DISTRIBUTION

BID AMOUNT \$ 1,850.00

COSTS \$ 109.75 – Reimburse DISD for court
costs previously paid.

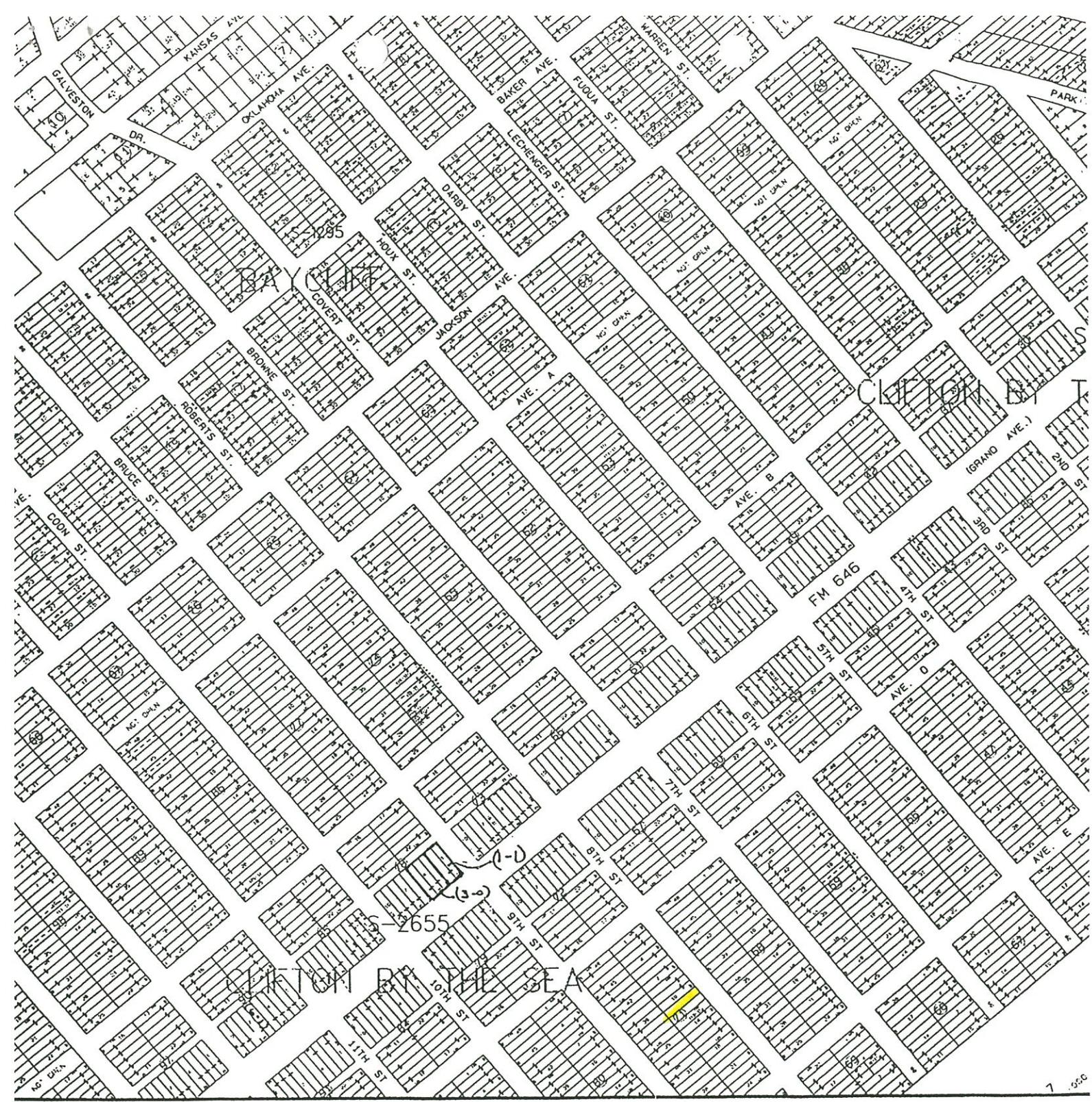
POST JUDGMENT TAXES \$ 68.40

NET TO DISTRIBUTE \$ 1,671.85

Dickinson Independent School District	<u>58.24 %</u>	\$ <u>973.68</u>
Bacliff Municipal Utility District	<u>11.36 %</u>	\$ <u>189.92</u>
Galveston County	<u>25.69 %</u>	\$ <u>429.51</u>
Galveston County Education District	<u>4.71 %</u>	\$ <u>78.74</u>

POST JUDGMENT INFORMATION

	<u>TAX YEAR</u>	<u>AMOUNT IF PD 11/98</u>
Dickinson Independent School District	<u>1997</u>	\$ <u>59.98</u>
Bacliff Municipal Utility District	<u>1997</u>	\$ <u>8.42</u>
Galveston County	<u>- 0 - per attorney for Galveston County</u>	



140

BID ANALYSIS

A-384

CAUSE NO. 92TX0293

ACCOUNT # 6240-0067-0033-000

BID AMOUNT \$ 5,400.00 (72%)

DESCRIPTION Lts 33, 34, 41-44, Block 67, San Leon

JUDGMENT VALUE: ~~\$14,090.00~~ - \$15,275.21

PRESENT VALUE: ~~\$7,680.00~~ - \$7,460.00 (CAD)

NAME OF BIDDER Charles R. Beauduy

REDEMPTION PERIOD: EXPIRED

JUDGMENT INFORMATION

<u>TAX ENTITY</u>	<u>TAX YEARS</u>	<u>AMOUNT DUE</u>
Dickinson Independent School District San Leon M.U.D. Galveston County Galveston County Education District	<u>1980-1993</u>	<u>\$ 8,221.65</u>
	<u>1975-1993</u>	<u>\$ 2,028.49</u>
	<u>1962-1967, 1968-1979, 1981-1993 pro 1994</u>	<u>\$ 4,096.81</u>
	<u>1991, 1992</u>	<u>\$ 384.00</u>
TOTAL		\$ 14,730.95

COSTS

Court Costs \$ 279.50
 Publication Fees \$ 194.76
 Ad Litem \$ - 0 -

Sheriff's Fee \$ - 0 -
 Title Research \$ 70.00
 Deed Recording Fee \$ 15.00(PBFC&M)

PROPOSED DISTRIBUTION

BID AMOUNT \$ 5,400.00
 POST JUDGMENT TAXES \$ - 0 -

COSTS \$ 559.26

NET TO DISTRIBUTE \$ 4,840.74

Dickinson Independent School District	<u>55.82%</u>	<u>\$ 2,702.10</u>
San Leon M.U.D.	<u>13.77%</u>	<u>\$ 666.57</u>
Galveston County	<u>27.81%</u>	<u>\$ 1,346.21</u>
Galveston County Education District	<u>2.60%</u>	<u>\$ 125.86</u>

A-384

DICKINSON INDEPENDENT SCHOOL DISTRICT OFFICIAL BID FORM

Bids should be accompanied with a separate cashiers check for 10% of the offered price or \$300.00 minimum which ever is greater for each bid and made payable to Dickinson Independent School District. Please enter the amount you wish to bid, and the amount of funds accompanying each bid. The school district reserves the right to accept or reject any or all bids. No title insurance or survey's will be provided. Property is being sold "as is", "where is" and "without warranty."

ACCOUNT NUMBER	TOTAL AMOUNT OF BID	AMOUNT OF CHECK @ 10% OF BID or \$300.00 minimum
92TX0293	A-384	
6240-0067-0041000	4 LOTS - Lots 41-44, Blk 67	
6240-0067-0033000	2 LOTS - Lots 33 & 34, Blk. 67	
Total Offer \$5,400.00 72%		\$540.

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax code. I further understand that the "minimum bid" amount on Exhibit "A" may not include other taxes due which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the school district and its agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

CHARLES ROBERT BEAUDUY
Bidder's Name (Please Print or Type)

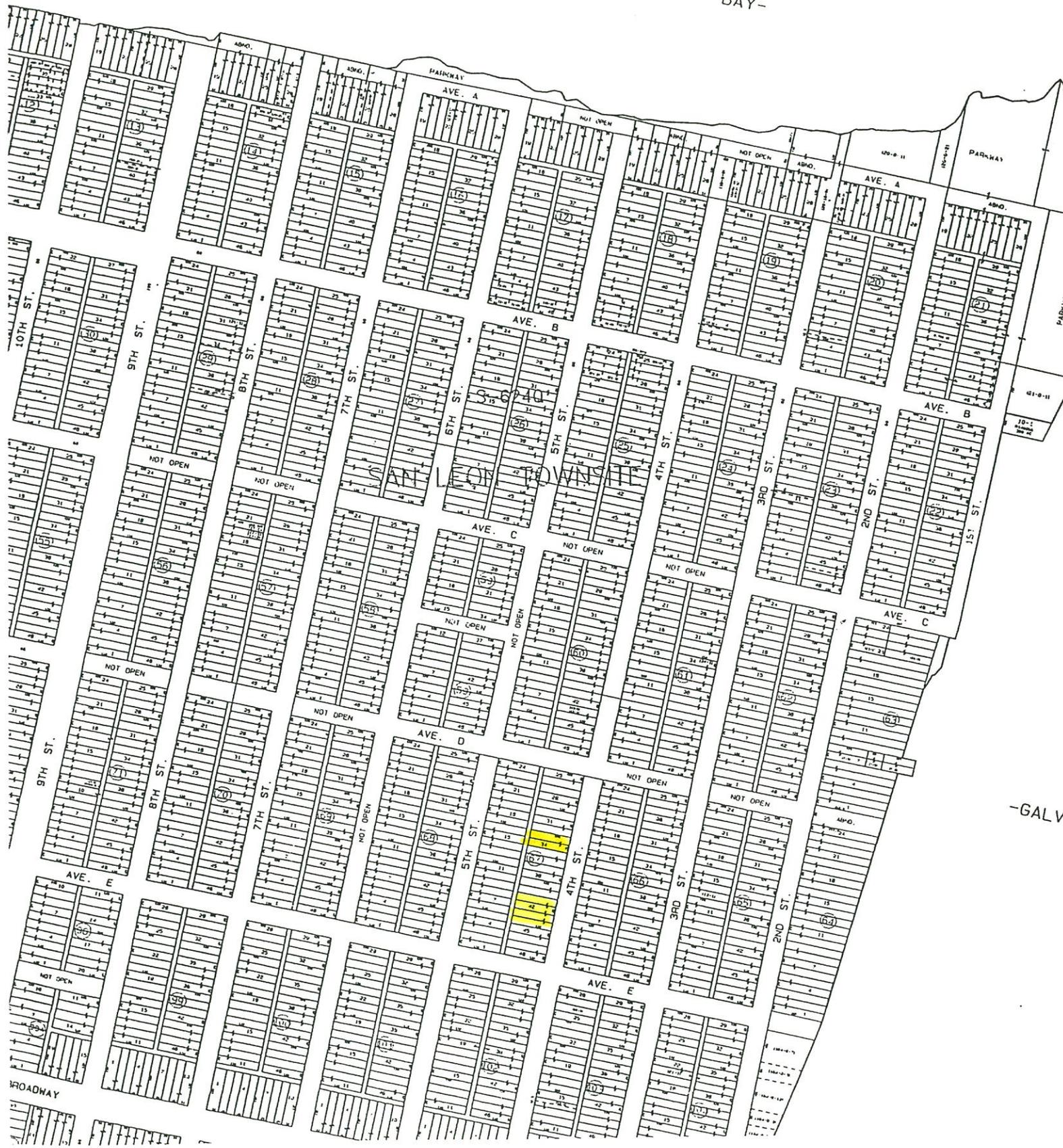
Charles Beauduy
Bidder's Signature

Print Name As It Is To Appear On Deed

24286 Hwy 65 S. # NAVASOTA TX 77868
Bidder's Address City Zip

409 825-4052 OCT 12 1998
Bidder's Telephone Date

Additional information may be attached to this to explain your bid. Bids not accepted will be returned with the deposit. Bids must be made within thirty (30) days of final award of bid, or bidder will forfeit bid.



A-384

Lots 33, 34, & 41-44

Block 67

San Leon Townsite

14 d

BID ANALYSIS

B-728

CAUSE NO. 92TX0249

ACCOUNT Tr. 1: # 3350-0000-0002-000

BID AMOUNT \$ 14,000.00

DESCRIPTION Lots 2-4, Fiesta Estates

JUDGMENT VALUE: \$ 26,900.00

PRESENT VALUE: \$ 17,520.00

REDEMPTION PERIOD: 03/23/99

NAME OF BIDDER William E. King

JUDGMENT INFORMATION

<u>TAX ENTITY</u>	<u>TAX YEARS</u>	<u>AMOUNT DUE</u>
Dickinson Independent School District	<u>1976-1978, 1980-1997</u>	<u>\$ 10,931.10</u>
San Leon M.U.D.	<u>1981-1983, 1986, 1988-1997</u>	<u>\$ 1,701.53</u>
Galveston County	<u>1974-1978, 1980-1986, 1988-1996</u>	<u>\$ 4,699.34</u>
Galveston County Education District	<u>1991, 1992</u>	<u>\$ 875.61</u>
TOTAL		\$ 18,207.58

COSTS

Court Costs \$ 324.50
 Publication Fees \$ 292.80
 Ad Litem \$ 500.00 (S. Berardinelli)

Sheriff's Fee \$ - 0 -
 Title Research \$ 100.00 (PBFC&M)
 Deed Recording Fee \$ 11.00(Galveston County)

PROPOSED DISTRIBUTION

BID AMOUNT \$ 14,000.00 COSTS \$ 1,228.30
 POST JUDGMENT TAXES \$ - 0 -
 NET TO DISTRIBUTE \$ 12,771.70

Dickinson Independent School District	<u>60.03 %</u>	<u>\$ 7,666.86</u>
San Leon M.U.D.	<u>9.34 %</u>	<u>\$ 1,192.88</u>
Galveston County	<u>25.81 %</u>	<u>\$ 3,296.37</u>
Galveston County Education District	<u>4.82 %</u>	<u>\$ 615.59</u>

POST JUDGMENT TAXES

<u>TAX ENTITY</u>	<u>TAX YEARS</u>	<u>AMOUNT</u>
Dickinson Independent School District	_____	\$ -0-
San Leon M.U.D.	_____	\$ -0 -
Galveston County	_____	\$ -0 -

DICKINSON INDEPENDENT SCHOOL DISTRICT

OFFICIAL BID FORM

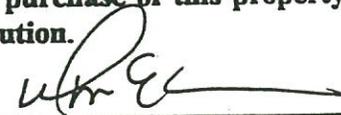
B-728

Bids should be accompanied with a separate cashiers check for 10% of the offered price or \$300.00 minimum which ever is greater for each bid and made payable to Dickinson Independent School District. Please enter the amount you wish to bid, and the amount of funds accompanying each bid. The school district reserves the right to accept or reject any or all bids. No title insurance or survey's will be provided. Property is being sold "as is", "where is" and "without warranty."

ACCOUNT NUMBER	TOTAL AMOUNT OF BID	AMOUNT OF CHECK @ 10% OF BID or \$300.00 minimum
92TX0249	\$	
3350-0000-0002-000/8	12,750.00	\$1,214.
Lots 2, 3, 4 - Fiesta Estates San Leon, TX	14,000.00 72%	
	Value = (17,520.)	
	JV = 19,424.88	

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax code. I further understand that the "minimum bid" amount on Exhibit "A" may not include other taxes due which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the school district and its agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

William E. King
Bidder's Name (Please Print or Type)


Bidder's Signature

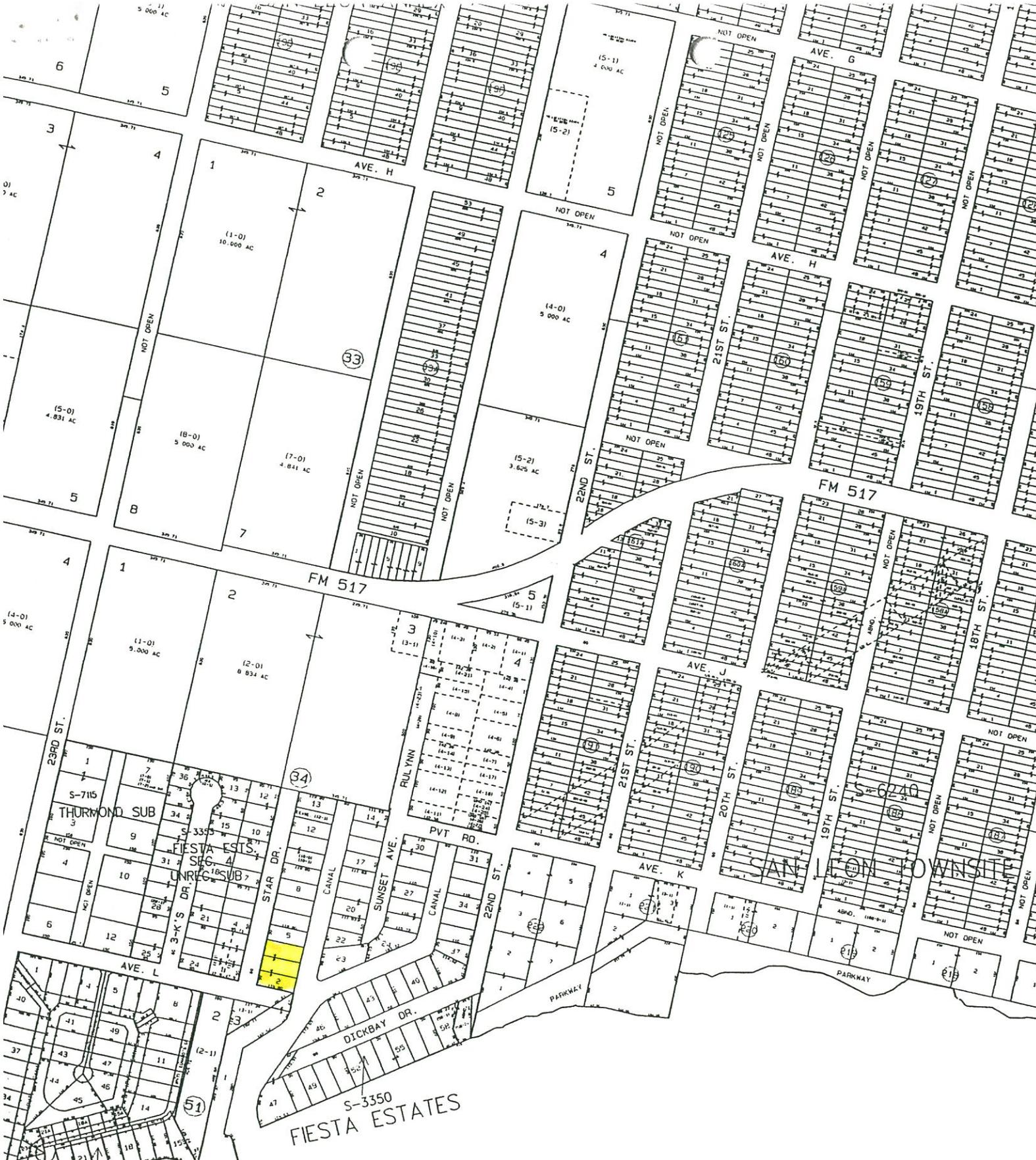
Box 309 Kewah
Bidder's Address City

77565
Zip

281-334-4831
Bidder's Telephone

9/28/98
Date

Additional information may be attached to this to explain your bid. Bids not accepted will be returned with the deposit. Payment in full must be made within thirty (30) days of final award of bid, or bidder will forfeit bid deposit.



Upon motion of Commissioner Johnson, seconded by Commissioner Janek, and carried; It is Ordered by the Court that the following Offers to Purchase Tax Foreclosed Property handled by Dickinson Independent School District be approved and County Judge Yarbrough is authorized to execute deeds.



THE COUNTY OF GALVESTON
RIGHT OF WAY DEPARTMENT

123 Rosenberg, Suite 4110
 Galveston, Texas 77550

PAUL D. SELMAN, SR./WA. CRA
 CHIEF RIGHT-OF-WAY AGENT

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

November 18, 1998

Hon. James D. Yarbrough, County Judge
 Hon. County Commissioners
 Galveston County Courthouse
 Galveston, Texas 77550

Re: Resale of Tax Foreclosed Properties
 Dickinson I.S.D., Trustee

Gentlemen:

I have reviewed the bids and bid analysis' of the following Tax Foreclosure Properties handled by Dickinson Independent School District:

<i>a</i> Cause #93TX0024 A-103	Lots 6, 7, & 8, Block 130 Clifton By The Sea	Bidder: Karl Wells & Frank Nagle Bid Amount: \$ 4,255.38
<i>b</i> Cause #95TX0333 B-699	Lot 11, Block 71 Clifton By The Sea	Bidder: Ronnie Beckett Bid Amount: \$ 1,850.00
<i>c</i> Cause #92TX0293 A-384	Lots 33,34,41-44 Block 67, San Leon Townsite	Bidder: Charles R. Beauduy Bid Amount: \$ 5,400.00
<i>d</i> Cause #92TX0249 B-728	Lots 2-4, Fiesta Estates	Bidder: William E. King Bid Amount: \$ 14,000.00

The attached BID ANALYSIS' give the details of the bid, judgement, costs and proposed distribution of remaining funds to the respective taxing entities. The DISD Tax Resale Committee has approved the bids for these properties.

It appears the bids are reasonable and the Resale paperwork is in order. If you are agreeable, please authorize The Honorable James D. Yarbrough, County Judge, to sign the Resale Deeds on behalf of Galveston County Commissioners Court once they are prepared.

Yours very truly,

Paul D. Selman

PDS/brj
 Enclosures

(Attachments in County Commissioners' Court Minutes file of November 23, 1998.)

AGENDA ITEM #25.a.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 08/30/16		2. Contract Type: <input checked="" type="radio"/> Expense <input type="radio"/> Revenue <input type="radio"/> Other			3. Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		
4. Department Name: Contract Services <i>for Emergency management</i>				5. Department Contact: Jim Gentile			
6. Description: Fire Protection Services Contract							
7. IFAS PEID No: 716152		8. IFAS Req No:		9. Orgkey: 1101291010		10. Object Code: 5452500	
11. Vendor: League City VFD				12. Vendor Contract No:			
13. Requested Legal Review: <input checked="" type="radio"/> Yes <input type="radio"/> 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
General	1101	412,000.00	22,500.00				
22. Totals:		412,000	22,500	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: <input checked="" type="checkbox"/> 10/1/2016		Auto Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No		N/A			
Contract End Date: 9/30/2017		Contract # Issued By Purchasing: CM17011					

*Renewal of:
CM16074*

Approved By:	Signature	Date
Department Head:	<i>[Signature]</i>	8/30/16
Assistant Purchasing Agent:	<i>[Signature]</i>	08/31/2016
County Legal:	<i>[Signature]</i>	29 Aug 2016
Contract listed in Budget Documentation: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Budget Office:	<i>[Signature]</i>	9/2/16
Budget Available and Funds are/will be Available: <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Auditor:	<i>[Signature]</i>	9/2/16

** on execution of both parties, whichever is later*

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and League City Volunteer Fire Department, Inc., a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

Whereas, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services within unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. The VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties.
2. The VFD agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County, regardless of the source of the request.
3. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.

4. The association acknowledges that the County has the right to audit the financial records of the VFD thirty (30) days of notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.
5. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
6. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**
7. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:
Dan Key
Galveston County Fire Fighters Association
2204 Pine Drive
Friendswood, TX 77546
8. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, national origin, sex, disability, genetic information, or veteran status.

9. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
10. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
11. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:
 - Title VI of the Civil Rights Act of 1964
 - Title IX of the Education Amendments of 1972
 - The Rehabilitation Act of 1973, Section 503
 - The Rehabilitation Act of 1973, Section 504
 - The Age Discrimination Act of 1975
 - The Drug Abuse Office and Treatment Act of 1972
 - The Drug-Free Workplace Act of 1988
12. This Contract shall begin effective October 1, 2016, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2017.
13. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services authorized under the agreement shall be returned to the County.
14. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.
15. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
16. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
17. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

- 18. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.
- 19. This Agreement is being executed with multiple originals signed by both parties.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk



Authorized Representative,
League City Volunteer Fire Department,
Inc.

STEVEN DEVILLIER

Name
PRESIDENT

Title

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
 - **A report for all Mutual Aid Response – Call report**
 - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.

- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.
- Tax Exemption: Each department shall provide the **Association** with a certification of tax exempt status.

POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. “Good Standing” is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department’s SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department’s SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department’s SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department’s SOG for safety officers at emergency incidents.

AGENDA ITEM #25.b.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 08/30/16		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> / No		
4. Department Name: CONTRACT SERVICES FOR EMERGENCY MANAGEMENT				5. Department Contact: Jim Gentile			
6. Description: FIRE PROTECTION SERVICES CONTRACT							
7. IFAS PEID No: <u>403085</u> 463085		8. IFAS Req No:		9. Orgkey: 1101291010		10. Object Code: 5452500	
11. Vendor: CITY OF TEXAS CITY FIRE DEPARTMENT				12. Vendor Contract No:			
13. Requested Legal Review: <u>Yes</u> / 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
GENERAL	1101	\$ 412,000.00	\$ 22,500.00				
22. Totals:		\$ 412,000.00	\$ 22,500.00	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: <u>Execution</u>		Auto Renewal Contract: <u>Yes</u> / No		Bid No:			
Contract End Date: <u>09/30/2017</u>		Contract # Issued By Purchasing: <u>CM17005</u>					

Renewal of:
CM15314
* 10/01/2017
or execution of
both parties,
whichever is
later

Approved By:	Signature	Date
Department Head:	<u>Jim Gentile</u>	<u>8/12/16</u>
<u>Assistant</u> Purchasing Agent:	<u>Erin A. Moran CPPB</u>	<u>08/31/2016</u>
County Legal:	<u>Bang C. Willey</u>	<u>29 Aug 2016</u>
Contract listed in Budget Documentation: <u>Yes</u> / No		
County Budget Office:	<u>Jim Gentile</u>	<u>9/2/16</u>
Budget Available and Funds are/will be Available: <u>YES</u> / NO		
County Auditor:	<u>Bruce</u>	<u>9/2/16</u>

CITY OF TEXAS CITY, TEXAS

FIRE DEPARTMENT • OFFICE (409) 643-5700 • FAX (409) 643-5719



Mayor:
Matthew T. Doyle

Commissioners:
Bruce Clawson
Dee Ann Haney
Dorthea Jones
Phillip Roberts
Jami Clark
Thelma Bowie

September 22, 2016

Dan Key, Chairperson
Galveston County Firefighters Association
P.O. Box 549
La Marque, Texas 77568

Re: Annual Notice of Compliance

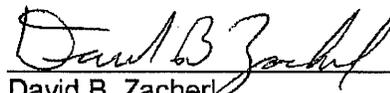
Dear Sir:

Please accept this letter as confirmation that the City of Texas City Fire Department operates in compliance with the requirements set forth by the Texas Commission on Fire Protection and any other applicable Federal or State regulatory agency.

This notification is being provided to the Association as required by Section 9b of the 2017 Contract between the County of Galveston and the City of Texas City regarding mutual aid response to unincorporated areas of Galveston County by the Texas City Fire Department.

Please direct any inquiries you may have to my attention at Texas City Fire Administration.

Regards,



David B. Zacher
Fire Chief
City of Texas City

cc: Mr. Ron Plackemeier, City Attorney, City of Texas City
Mr. Nicholas J. Finan, City Secretary, City of Texas City
Mr. James Gentile, Contract Services, County of Galveston

"QPS – Quality Public Service"

1725-25TH Street North, Texas City, Texas 77590
<http://www.texas-city-tx.org>

RESOLUTION NO. 16-064

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE COUNTY OF GALVESTON, TEXAS, AND THE CITY OF TEXAS CITY, TEXAS, FOR MUTUAL AID; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City, Texas, wishes to formalize a 2016 Mutual Aid Agreement between the County of Galveston, and the City of Texas City, for mutual aid; and

WHEREAS, Chapter 352 of the Local Government Code, "County Fire Protection" and Chapter 791 of the Government Code, "Interlocal Cooperation Act," provides authority that the Commissioners' Court may contract the governing body of a municipality to provide fire protection services to locations outside of the municipalities; and

WHEREAS, citizens residing within the unincorporated areas of the County of Galveston, surrounding City of Texas City, city limits are in need of obtaining the services of the City of Texas City to assist them in time of need; and,

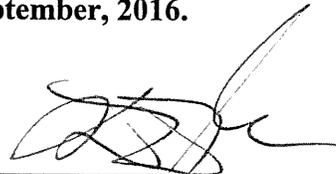
WHEREAS, the City of Texas City is willing to mutual aid fire protection services available to unincorporated areas of the County of Galveston County for \$22,500.00 from the Commissioners Court.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the 2016 Mutual Aid Agreement between the County of Galveston and the City of Texas City, and the Mayor is authorized to execute the 2016 Mutual Aid Agreement, in the same or similar format attached hereto as **Exhibit "A"** and made a part hereof.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

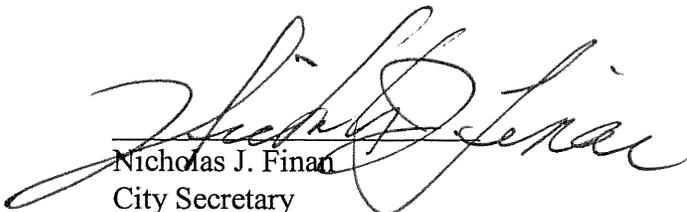
PASSED AND ADOPTED this 21th day of September, 2016.



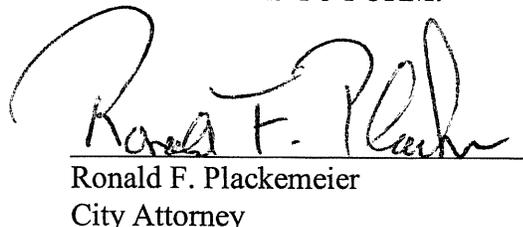
Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:



Nicholas J. Finan
City Secretary



Ronald F. Plackemeier
City Attorney

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, Texas, acting by and through its Commissioners' Court hereinafter called "County" and the City of Texas City, Texas, acting by and through its City Commission, hereinafter called "City" or "recipient".

Whereas, Chapter 352 of the Texas Local Government Code, "County Fire Protection" and Chapter 791 of the Government Code, "Interlocal Cooperation Act," provides authority that the Commissioners' Court may contract the governing body of a municipality to provide fire protection services to locations outside of the municipalities; and

Whereas, citizens residing within unincorporated areas of the County surrounding the City's city limits are in need of obtaining the services of the City to assist them in time of need; and

Whereas, the City is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston Count the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.
2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City's city limits, regardless of the source of the request.
3. City agrees to keep a record of any runs made in response to an area in the unincorporated portions of the County, and to submit, not later than July 21, 2017, a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, 2016 to July 14, 2017. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City's run expenses will not impact the amount payable under this Contract.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.
5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.
7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the county of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.
9. During the term of this Contract, the City agrees to:
 - a) Maintain membership in the Galveston County Firefighters Association,
 - b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.
10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, national origin, sex, disability, genetic information, or veteran status.

11. Drug-Free Workplace – the City shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
12. Americans With Disabilities Act – the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
13. Nondiscrimination – the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:
 - Title VI of the Civil Rights Act of 1964
 - Title IX of the Education Amendments of 1972
 - The Rehabilitation Act of 1973, Section 503
 - The Rehabilitation Act of 1973, Section 504
 - The Age Discrimination Act of 1975
 - The Drug Abuse Office and Treatment Act of 1972
 - The Drug-Free Workplace Act of 1988
14. This Contract shall begin effective upon the execution of this document by both parties and shall terminate on September 30, 2017.
15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.
16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.
19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed with multiple originals signed by both parties.

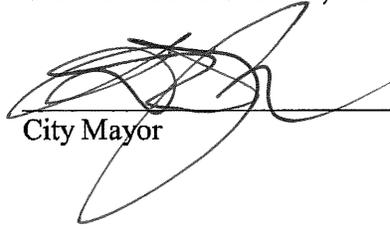
GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk

CITY OF TEXAS CITY, TEXAS

By:  _____
City Mayor

ATTEST:

City Secretary

AGENDA ITEM #25.c.



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

To Be Completed By Department							
1. Date of Request: 08/30/16		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> /No		
4. Department Name: Contract Services for Emergency Management				5. Department Contact: Jim Gentile			
6. Description: Fire Protection Services Contract							
7. IFAS PEID No: 716126		8. IFAS Req No:		9. Orgkey: 1101291010		10. Object Code: 5452500	
11. Vendor: Tiki Island VFD				12. Vendor Contract No:			
13. Requested Legal Review: <u>Yes</u> /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
General	1101	412,000.00	22,500.00				
22. Totals:		412,000	22,500	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: * 10/1/2016		Auto Renewal Contract: <u>No</u> Yes/No		N/A			
Contract End Date: 9/30/2017		Contract # Issued By Purchasing: <u>CM17004</u>					

Renewal of:
CM15314

* execution of both parties, whichever is later

Approved By:	Signature	Date
Department Head:		8/12/16
Assistant Purchasing Agent:		08/31/2016
County Legal:		29 Aug 2016
Contract listed in Budget Documentation: <u>YES</u> /NO		
County Budget Office:		9/2/16
Budget Available and Funds are/will be Available: <u>YES</u> NO		
County Auditor:		9/2/16

4. The association acknowledges that the County has the right to audit the financial records of the VFD thirty (30) days of notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.
5. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
6. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**
7. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:
Dan Key
Galveston County Fire Fighters Association
2204 Pine Drive
Friendswood, TX 77546
8. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, national origin, sex, disability, genetic information, or veteran status.

9. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
10. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
11. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:
 - Title VI of the Civil Rights Act of 1964
 - Title IX of the Education Amendments of 1972
 - The Rehabilitation Act of 1973, Section 503
 - The Rehabilitation Act of 1973, Section 504
 - The Age Discrimination Act of 1975
 - The Drug Abuse Office and Treatment Act of 1972
 - The Drug-Free Workplace Act of 1988
12. This Contract shall begin effective October 1, 2016, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2017.
13. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services authorized under the agreement shall be returned to the County.
14. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.
15. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
16. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
17. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

18. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.
19. This Agreement is being executed with multiple originals signed by both parties.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk

x 

Authorized Representative,
Tiki Island Volunteer Fire Department, Inc.

x MICAH SIMONS

Name
^ Fire Chief

Title

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
 - **A report for all Mutual Aid Response – Call report**
 - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.

- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.
- Tax Exemption: Each department shall provide the **Association** with a certification of tax exempt status.

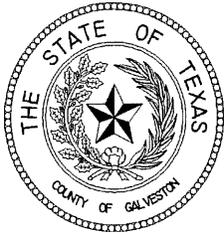
POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. “Good Standing” is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department’s SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department’s SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department’s SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department’s SOG for safety officers at emergency incidents.

AGENDA ITEM #25.d.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 08/30/16		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> /No		
4. Department Name: Contract Services <i>For Emergency Management</i>				5. Department Contact: Jim Gentile			
6. Description: Fire Protection Services Contract							
7. IFAS PEID No: 716131		8. IFAS Req No:		9. Orgkey: 1101291010		10. Object Code: 5452500	
11. Vendor: Kemah VFD				12. Vendor Contract No:			
13. Requested Legal Review: <u>Yes</u> /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
General	1101	412,000.00	22,500.00				
22. Totals:		412,000	22,500	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: * 10/1/2016		Auto Renewal Contract: <u>Yes</u> /No		N/A			
Contract End Date: 9/30/2017		Contract # Issued By Purchasing: CM 17010					

Renewal of:
CM 15338

* or execution of both parties, whichever is later

Approved By:	Signature	Date
Department Head:	<i>[Signature]</i>	8/30/16
Assistant Purchasing Agent:	<i>[Signature]</i>	08/31/2016
County Legal:	<i>[Signature]</i>	29 Aug 2016
Contract listed in Budget Documentation: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
County Budget Office:	<i>[Signature]</i>	9/2/16
Budget Available and Funds are/will be Available: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
County Auditor:	<i>[Signature]</i>	9/2/16

4. The association acknowledges that the County has the right to audit the financial records of the VFD thirty (30) days of notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.
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7. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:
Dan Key
Galveston County Fire Fighters Association
2204 Pine Drive
Friendswood, TX 77546
8. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to

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GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk



Authorized Representative,
Kemah Volunteer Fire Department, Inc.
Brent HAHN
Name
Fire Chief
Title

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE MAY MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
 - **A report for all Mutual Aid Response – Call report**
 - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.

- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.
- Tax Exemption: Each department shall provide the **Association** with a certification of tax exempt status.

POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. “Good Standing” is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department’s SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department’s SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department’s SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department’s SOG for safety officers at emergency incidents.

AGENDA ITEM #26.a.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Courthouse Security	BA 16-177-1010-A
Date Submitted:	October 4, 2016	(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.

GENERAL EXPLANATION:
Request transfer from Courthouse Security Budgeted Reserves for Vacation/Sick Leave Payout, Longevity Pay, and Overtime for FY 2016

This budget amendment does increase the budget for FY 2016.

TRANSFER FROM				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
2205-Courthouse Security	920180-Fund Balance Reserves	5930000 - Budgeted Reserves	9,960	
TOTAL - Transfer From			\$ 9,960	

TRANSFER TO				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
2205-Courthouse Security	295100 - Courthouse Security	5112001 - Vacation/Sick Leave Payout	2,200	
2205-Courthouse Security	295100 - Courthouse Security	5115000 - Longevity Pay	2,300	
2205-Courthouse Security	295100 - Courthouse Security	5130000 - Overtime	3,700	
2205-Courthouse Security	295100 - Courthouse Security	5152102 - Medicare FICA Payments	119	
2205-Courthouse Security	295100 - Courthouse Security	5153000 - Pension TCDRS	923	
2205-Courthouse Security	295100 - Courthouse Security	5154000 - Alternate Plan	719	
TOTAL - Transfer To			\$ 9,960	

ADDITIONAL COMMENTS:

Departmental Authorization	Date	<i>David M. Delac</i>	<i>10/4/2016</i>
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 #26.b.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department: Law Library **BA 16-178-1010-B**
Date Submitted: October 4, 2016 **(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.

GENERAL EXPLANATION:

Request transfer from General Fund Budgeted Reserves for expenses associated to the Law Library for FY 2016
 This budget amendment does increase the budget for FY 2016.

TRANSFER FROM

Fund	Department	Line Item:	Amount	<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
1101 - General Fund	920180-Fund Balance Reserves	5930000 - Budgeted Reserves	30,000	
2211 - Law Library	000000 - Law Library	4911101 - Trnsfer from General Fd	30,000	
TOTAL - Transfer From			\$ 60,000	

TRANSFER TO

Fund	Department	Line Item:	Amount	<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
1101 - General Fund	921010 - Transfers & Reserves	5912211 - Transfer to Law Library	30,000	
2211 - Law Library	129100 - Law Library	5317000 - Books & Periodicals	30,000	
TOTAL - Transfer To			\$ 60,000	

ADDITIONAL COMMENTS:

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____

David M. Delac 10/4/2016
 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 #26.c.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Limited Tax County Bldg Bonds Series 2009	BA 17-006-1010-B
Date Submitted:	October 4, 2016	(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.

GENERAL EXPLANATION:
Request transfer from various cost centers associated with the Limited Tax County Bldg Bonds Series 2009 to the Designated for Capital Projects account in Fund 3120

This budget amendment does increase the budget for FY 2017

TRANSFER FROM				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
3120-Ltd Tax County Bldg Bonds Series 2009	Various	Various	667,895.05	
TOTAL - Transfer From			\$ 667,895.05	

TRANSFER TO				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
3120-Ltd Tax County Bldg Bonds Series 2009	000000 - Ltd Tax County Bldg Bonds Series 2009	3531001 - Designated for Capital Proj	667,895.05	
TOTAL - Transfer To			\$ 667,895.05	

ADDITIONAL COMMENTS:
See Attached Spreadsheet

Departmental Authorization _____	Date _____		
Human Resources Department _____	Date _____	<i>David M. Delac</i>	10/3/2016
		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: _____

Limited Tax County Bldg Bonds Series 2009

Transfer from:

Administration

Account Number	Description	Budget	Actual	Balance
3120-179010-5100000	Salaries	\$ 71,532.83	\$ -	\$ 71,532.83
3120-179010-5120001	Seasonal Help	\$ 4.80	\$ -	\$ 4.80
3120-179010-5151000	County Pd Health Ins Premium	\$ 6,704.36	\$ -	\$ 6,704.36
3120-179010-5152102	Medicare FICA Payments	\$ 1,014.85	\$ -	\$ 1,014.85
3120-179010-5153000	Pension - TCDRS	\$ 7,980.72	\$ -	\$ 7,980.72
3120-179010-5154000	Alternate Plan	\$ 6,315.65	\$ -	\$ 6,315.65
3120-179010-5155000	Unemployment Compensation	\$ 475.84	\$ -	\$ 475.84
3120-179010-5481000	Other Contract Services	\$ 0.22	\$ -	\$ 0.22
	Administration - Total	\$ 94,029.27	\$ -	\$ 94,029.27

Mid-County Annex

Account Number	Description	Budget	Actual	Balance
3120-179135-5721000	Buildings	\$ 184,672.29	\$ -	\$ 184,672.29
3120-179135-5722000	Building Improvements	\$ 20,411.14	\$ -	\$ 20,411.14
3120-179135-5741000	Equipment	\$ 2,704.55	\$ -	\$ 2,704.55
3120-179135-5744000	Furniture & Fixtures	\$ 210,705.35	\$ -	\$ 210,705.35
	Mid - County Annex - Total	\$ 418,493.33	\$ -	\$ 418,493.33

Records Storage Bldg.

Account Number	Description	Budget	Actual	Balance
3120-179136-5721000	Buildings	\$ 32,033.33	\$ -	\$ 32,033.33
3120-179136-5722000	Building Improvements	\$ 76,959.04	\$ -	\$ 76,959.04
3120-179136-5741000	Equipment	\$ 875.33	\$ -	\$ 875.33
3120-179136-5744000	Furniture & Fixtures	\$ 13,064.96	\$ -	\$ 13,064.96
	Records Storage Bldg. - Total	\$ 122,932.66	\$ -	\$ 122,932.66

North County Annex

Account Number	Description	Budget	Actual	Balance
3120-179137-5722000	Building Improvements	\$ 4,127.00	\$ -	\$ 4,127.00
	North County Annex - Total	\$ 4,127.00	\$ -	\$ 4,127.00

832 Grand Bacliff

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Balance</u>
3120-179138-5722000	Building Improvements	\$ 15,584.83	\$ -	\$ 15,584.83
	832 Grand Bacliff - Total	\$ 15,584.83	\$ -	\$ 15,584.83

Animal Resource Center

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Balance</u>
3120-179331-5721000	Buildings	\$ 0.29	\$ -	\$ 0.29
3120-179331-5722000	Building Improvements	\$ 12,727.67	\$ -	\$ 12,727.67
	Animal Resource Center - Total	\$ 12,727.96	\$ -	\$ 12,727.96
	Grand Total	\$ 667,895.05	\$ -	\$ 667,895.05

Transfer To:

3120-000000-3531001	Designated for Capital Projects	\$ 667,895.05		
	Previous Balance before BA	\$ 889,777.97		
	New Balance after BA	\$ 1,557,673.02		

AGENDA ITEM #26.d.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Professional Services	BA 17-007-1010-C
Date Submitted:	October 4, 2016	(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.

GENERAL EXPLANATION:
Budget request to roll forward budget of supplies and materials, contracts and projects which were not completed in FY 2016 to FY 2017

This budget amendment does increase the budget for FY 2017

TRANSFER FROM				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
	See Attached Schedule		-	
TOTAL - Transfer From			\$ -	

TRANSFER TO				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
	See Attached Schedule		-	
TOTAL - Transfer To			\$ -	

ADDITIONAL COMMENTS:
The Director of Professional Services is requesting fund to cover the roll forward of the remaining budgets of supplies and materials, contracts and projects which were not completed in FY 2016. See attached schedules for details.

Departmental Authorization	Date	<i>David M. Delac</i>	10/3/2016
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: _____

FY 2016 Budget Carry Over to FY 2017

	<u>Account #</u>	<u>Description</u>	<u>Amount</u>	<u>Description</u>
FROM:	1101-920180-5930000	General Fund Budgeted Reserves	\$ 1,089,634	FY 2016 Budget Carry Over to FY 2017
TO:				
	1101-170104-5424000	ADA Compliance - Building Maintenance	\$ 35,000	Supplies - door knobs, shelving, dry wall, etc.
	1101-170104-5722000	ADA Compliance - Building Improvements	\$ 153,689	Improvements and for Encumbrance of \$103,000
			\$ 188,689	
	1101-127100-5310001	DA - Extraordinary Supplies	\$ 10,794	Furniture
	1101-126100-5310001	District Clerks - Extraordinary Supplies	\$ 18,755	Furniture
	1101-122200-5310001	County Court #2 - Extraordinary Supplies	\$ 224	Chair
	1101-513200-5722000	GC Museum - Building Improvements	\$ 16,410	Request by Department
	1101-522020-5732000	Parks - Parks & Open Space	\$ 23,000	Request by Department
	1101-522020-5744000	Parks - Furnitures & Fixtures	\$ 250,862	Walter Hall Park
			\$ 273,862	
	1101-211101-5361001	Sheriff's Administration - Vehicle Make Ready	\$ 10,000	Request by Department
	1101-211133-5744000	Sheriff's Corrections - Furniture & Fixtures	\$ 555,000	Request by Department
	1207-652133-5481000	Economic Development - Contract Services	\$ 46,000	Request by Department
		General Fund	\$ 1,119,734	

	<u>Account #</u>	<u>Description</u>	<u>Amount</u>	<u>Description</u>
From:	2601-920180-5930000	Beach Maintenance Fund Budgeted Reserves	\$ 15,900	FY 2016 Budget Carry Over to FY 2017
To:	2601-522042-5410000	Beach Maintenance - Professional Services	\$ 15,900	Request by Department
		Beach Maintenance Fund	\$ 15,900	
			\$ 1,135,634	

AGENDA ITEM #26.e.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Constables	BA 17-008-1010-D
Date Submitted:	October 4, 2016	(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.

GENERAL EXPLANATION:
Request transfer from General Government Salaries and Benefits for the various Constables for FY 2017

This budget amendment does increase the budget for FY 2017

TRANSFER FROM				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
1101-General Fund	110000-General Government	Salaries & Benefits	191,458	
TOTAL - Transfer From			\$ 191,458	

TRANSFER TO				<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
Fund	Department	Line Item:	Amount	
1101-General Fund	Various Constable Departments	Salaries & Benefits	191,458	
TOTAL - Transfer To			\$ 191,458	

ADDITIONAL COMMENTS:
In FY 2017 the Law Enforcement Career Path for Constables is budgeted in General Government Salaries and Benefits. Also, there are two Constables (#1 and #4) that have Constable Leads which are currently budgeted in their respective budgets. Also, during the budget process there were several positions budgeted at Deputy III because it was unknown if existing Constable Deputies were being considered for the vacant positions. Constables #1, #2, and #3 hired Deputies higher than the budgeted Deputy III. The salaries and benefits were already budgeted and approved so there is no \$ needing to be transferred; it already exists in the respective Constable budgets

Departmental Authorization	Date		
Human Resources Department	Date	<i>David M. Delac</i>	10/3/2016
		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: _____

FROM					TO				
Fund	Division	Object	Description	Amount	Fund	Division	Object	Description	Amount
1101	110000	5100000	Salaries	15,714	1101	223300	5100000	Salaries	15,714
1101	110000	5152102	Medicare FICA	228	1101	223300	5152102	Medicare FICA	228
1101	110000	5153000	Pension-TCDRS	③ 1,801	1101	223300	5153000	Pension-TCDRS	1,801
1101	110000	5154000	Alternate Plan	1,377	1101	223300	5154000	Alternate Plan	1,377
1101	110000	5155000	Unemployment	75	1101	223300	5155000	Unemployment	75
1101	110000	5100000	Salaries	21,476	1101	223400	5100000	Salaries	21,476
1101	110000	5152102	Medicare FICA	311	1101	223400	5152102	Medicare FICA	311
1101	110000	5153000	Pension-TCDRS	② 2,461	1101	223400	5153000	Pension-TCDRS	2,461
1101	110000	5154000	Alternate Plan	1,882	1101	223400	5154000	Alternate Plan	1,882
1101	110000	5155000	Unemployment	103	1101	223400	5155000	Unemployment	103
1101	110000	5100000	Salaries	46,698	1101	223700	5100000	Salaries	46,098
1101	110000	5111004	Certification Pay	-	1101	223700	5111004	Certification Pay	600
1101	110000	5152102	Medicare FICA	① 677	1101	223700	5152102	Medicare FICA	677
1101	110000	5153000	Pension-TCDRS	5,352	1101	223700	5153000	Pension-TCDRS	5,352
1101	110000	5154000	Alternate Plan	4,093	1101	223700	5154000	Alternate Plan	4,093
1101	110000	5155000	Unemployment	224	1101	223700	5155000	Unemployment	224
1101	110000	5100000	Salaries	72,846	1101	223800	5100000	Salaries	72,846
1101	110000	5152102	Medicare FICA	1,056	1101	223800	5152102	Medicare FICA	1,056
1101	110000	5153000	Pension-TCDRS	④ 8,348	1101	223800	5153000	Pension-TCDRS	8,348
1101	110000	5154000	Alternate Plan	6,385	1101	223800	5154000	Alternate Plan	6,385
1101	110000	5155000	Unemployment	350	1101	223800	5155000	Unemployment	350
Total				\$ 191,458					\$ 191,458

1101	223300	5100000	Salaries	8,066	1101	223300	5100000	Salaries	8,066
1101	223300	5152102	Medicare FICA	117	1101	223300	5152102	Medicare FICA	117
1101	223300	5153000	Pension-TCDRS	924	1101	223300	5153000	Pension-TCDRS	924
1101	223300	5154000	Alternate Plan	707	1101	223300	5154000	Alternate Plan	707
1101	223300	5155000	Unemployment	39	1101	223300	5155000	Unemployment	39
Total				\$ 9,853	Total				\$ 9,853

3

1101	223400	5100000	Salaries	8,066	1101	223400	5100000	Salaries	8,066
1101	223400	5152102	Medicare FICA	117	1101	223400	5152102	Medicare FICA	117
1101	223400	5153000	Pension-TCDRS	924	1101	223400	5153000	Pension-TCDRS	924
1101	223400	5154000	Alternate Plan	707	1101	223400	5154000	Alternate Plan	707
1101	223400	5155000	Unemployment	39	1101	223400	5155000	Unemployment	39
Total				\$ 9,853	Total				\$ 9,853

2

1101	223700	5100000	Salaries	8,066	1101	223700	5100000	Salaries	8,066
1101	223700	5152102	Medicare FICA	117	1101	223700	5152102	Medicare FICA	117
1101	223700	5153000	Pension-TCDRS	924	1101	223700	5153000	Pension-TCDRS	924
1101	223700	5154000	Alternate Plan	707	1101	223700	5154000	Alternate Plan	707
1101	223700	5155000	Unemployment	39	1101	223700	5155000	Unemployment	39
Total				\$ 9,853	Total				\$ 9,853

1

1101	223700	5100000	Salaries	11,879	1101	223700	5100000	Salaries	11,879
1101	223700	5152102	Medicare FICA	172	1101	223700	5152102	Medicare FICA	172
1101	223700	5153000	Pension-TCDRS	1,361	1101	223700	5153000	Pension-TCDRS	1,361
1101	223700	5154000	Alternate Plan	1,041	1101	223700	5154000	Alternate Plan	1,041
1101	223700	5155000	Unemployment	57	1101	223700	5155000	Unemployment	57
Total				\$ 14,511	Total				\$ 14,511

1

1101	223800	5100000	Salaries	11,879	1101	223800	5100000	Salaries	11,879
1101	223800	5152102	Medicare FICA	172	1101	223800	5152102	Medicare FICA	172
1101	223800	5153000	Pension-TCDRS	1,361	1101	223800	5153000	Pension-TCDRS	1,361
1101	223800	5154000	Alternate Plan	1,041	1101	223800	5154000	Alternate Plan	1,041
1101	223800	5155000	Unemployment	57	1101	223800	5155000	Unemployment	57
Total				\$ 14,511	Total				\$ 14,511

4

① + ④ - Leads

①, ②, ③ - Budgeted 2 Deputy III; hired 2 higher ranges to make whole.

AGENDA ITEM #26.f.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Sheriff's Department - ISDs	BA 17-009-1010-E
Date Submitted:	October 4, 2016	(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.

GENERAL EXPLANATION:
Request transfer from General Fund Budgeted Reserves for salary increases associated with the Clear Creek ISD contract

This budget amendment does increase the budget for FY 2017

TRANSFER FROM

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	106,758	
TOTAL - Transfer From			\$ 106,758	

TRANSFER TO

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	211163 - Sheriff's Services for ISDS	5100000 - Salaries	87,396	
1101 - General Fund	211163 - Sheriff's Services for ISDS	5152102 - Medicare FICA Payments	1,267	
1101 - General Fund	211163 - Sheriff's Services for ISDS	5153000 - Pension TCDRS	10,016	
1101 - General Fund	211163 - Sheriff's Services for ISDS	5154000 - Alternate Plan	7,660	
1101 - General Fund	211163 - Sheriff's Services for ISDS	5155000 - Unemployment	419	
TOTAL - Transfer To			\$ 106,758	

ADDITIONAL COMMENTS:
The expenses associated with the Clear Creek ISD will be able to be billed and will result in additional revenue for FY 2017

Departmental Authorization	Date		
Human Resources Department	Date	<i>David M. Delac</i>	<i>10/4/2016</i>
		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: _____

Fund	Division	PSN	Title	Current		Requested		Medicare				Total		
				Salary	Grade	Salary	Grade	Requested Salary	Difference	FICA	TCDRS		Alt Plan	Unemployment
				Salary	Grade	Salary	Grade	5100000	5100000	5152102	5153000	5154000	5155000	
1101	211163	1	Captain CCISD	77,713	000	79,498	000	1,785	3,109	26	205	156	9	
1101	211163	2	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	3	Sergeant-CCISD	59,925	000	65,478	000	5,553	3,109	81	636	487	27	
1101	211163	4	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	5	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	6	Sergeant-CCISD	59,925	000	65,478	000	5,553	3,109	81	636	487	27	
1101	211163	7	Lieutenant-CCISD	70,788	000	72,010	000	1,222	3,109	18	140	107	6	
1101	211163	8	Sergeant-CCISD	59,925	000	65,478	000	5,553	3,109	81	636	487	27	
1101	211163	9	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	10	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	11	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	12	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	13	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	14	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	15	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	16	Sergeant-CCISD	59,925	000	65,478	000	5,553	3,109	81	636	487	27	
1101	211163	17	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	18	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	19	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	20	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	21	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	22	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	39	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	40	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	41	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
1101	211163	42	SLO-CCISD	54,320	000	57,429	000	3,109	3,109	45	356	272	15	
TOTALS:				\$ 1,474,601		\$ 1,561,997		\$ 87,396	\$ 1,267	\$ 10,016	\$ 7,660	\$	419	\$ 106,758

AGENDA ITEM #27.



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

To Be Completed By Department							
1. Date of Request: 9/23/16		2. Contract Type: <input checked="" type="checkbox"/> Expense <input type="checkbox"/> Revenue <input type="checkbox"/> Other			3. Renewal Contract: <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No		
4. Department Name: County Clerk				5. Department Contact: Mae Ross			
6. Description: Annual Service Agreement for Mechanical Filing System							
7. IFAS PEID No: 704963		8. IFAS Req No:		9. Orgkey: 2102-114020		10. Object Code: 5423000 5423701	
11. Vendor: Southwest Solutions Group				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No) Yes							
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
Records Manage	114020	\$1980.00	\$1980.00	\$2131.71			
22. Totals:		\$1980.00	-	\$2131.71	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/16		Auto Renewal Contract: <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No		Bid No: N/A			
Contract End Date: 9/30/17		Contract # Issued By Purchasing: CM17030		Form 1295 Certificate #: 2016-115531			

Approved By:	Signature	Date
Department Head:	<i>Quint D. Sullivan</i>	9/23/16
Assistant Purchasing Agent:	<i>Erin A. Mahan, CPPB</i>	9/23/2016
County Legal:	<i>[Signature]</i>	09/26/2016
Contract Listed in Budget Documentation: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
County Budget Officer:	<i>[Signature]</i>	9/26/16
Budget Available and Funds are/will be Available: YES NO		
County Auditor:	<i>[Signature]</i>	9/26/16

ACCEPTANCE PAGE FOR SERVICE AGREEMENT

Galveston County, Justice Center

When accepted please **CHECK** the option of choice, authorize below, and return a copy to Southwest Solutions Group via email chelseabrown@southwestsolutions.com or via fax (888) 980-8177 to the attention of CHELSEA BROWN, please retain original for your records.

Accepted by: _____ Date: _____

Title: _____

Bill-To Address: _____

City: _____ State: _____ Zipcode: _____

Purchase Order # if appropriate: _____

Attention Accounts Payable: _____

If paying by Visa, Master Card, or American Express:

Full Name on Card: _____

Credit Card #: _____ Exp. Date: _____

OTHER NOTES

Preventative Maintenance, Service and Repair calls are provided during Southwest Solutions Group's normal work hours Monday - Friday, excluding holidays.

This Agreement does not cover repairs for damages caused by acts of God, vandalism or misuse. Southwest Solutions Group is not responsible for delays or failure to furnish parts or service caused by acts of God, labor unrest, failure of transport or operational errors and causes beyond the control of Southwest Solutions Group.

To help ensure proper operation, you should perform all routine periodic housekeeping duties as outlined in your system's operating manual. You must ensure no foreign matter or debris falls into areas that may hinder normal operation of the equipment, resulting in equipment failure.

Coverage under this Agreement will be voided if the equipment is dismantled, relocated or substantially modified without prior approval from Southwest Solutions Group.

● ● ● ● ●

SOUTHWEST SOLUTIONS GROUP
business efficiency systems

SERVICE AGREEMENT PROGRAM

Galveston County
 600 59th Street
 Galveston, TX 77551
 Justice Center

COVERED ITEMS

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

Serviceable Item	Serial Number	Manufacturer	ProductType	Location
61		Spacesaver Corporation	Powered Mobile	Property Records Room 2t
7039		Spacesaver Corporation	Powered Mobile	Court Room 2807

SERVICE LEVEL OPTIONS

Platinum (Preventative Maintenance, Labor, and Parts Program)

- * One scheduled Preventative Maintenance inspection per year.
- * Covers 100% of all Labor Service charges for repairs.
- * Covers 100% for all parts required as a result of normal wear & tear.
Does not include operator error or misuse.
- * Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment: **\$1,980.00**

Program effective dates: 10/1/16 through 9/30/17

For Extended Agreements we will apply a 5% discount on a 2 year price total and 10% discount on a 3 year price total.

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

Sincerely,
 Chelsea Brown
 Direct: 972-331-8876
 Cell: 214-998-0045
 Fax: 888-980-8177
chelseabrown@southwestsolutions.com

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

Inspection & Testing of:

Electrical Systems

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

Mechanical Assist Systems / Manual Systems

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

Lubrication & Adjustment of: (All Systems)

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

General Maintenance & Cleaning of:

- * Floor & Tracks
- * Face Panels & Controls

Inspection Report:

- * Communication of inspection findings to the customer

Scheduled maintenance services will be performed on a scheduled basis of 1 per year. Covers all service calls throughout the effective dates of agreement.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Southwest Solutions Group, inc.
 Lewisville, TX United States

Certificate Number:
 2016-115531

Date Filed:
 09/22/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Galveston County Clerks Office

Date Acknowledged:
 9/23/16

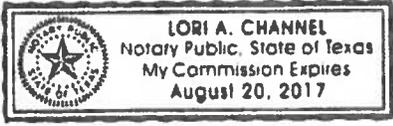
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 #1714
 Service Agreement Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Menchhofer, Troy	Round Rock, TX United States	X	
	Riemer, Rich	Lewisville, TX United States	X	
	Brant, Randall	Houston, TX United States	X	
	Crock, Craig	Lewisville, TX United States	X	
	Streight, Ray	Lewisville, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



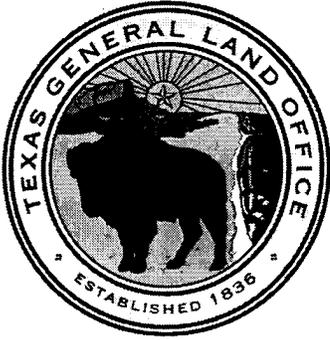
J. Calvin Miller CFO/COO
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said J. Calvin Miller, this the 22 day of September 2016, to certify which, witness my hand and seal of office.

Lori A Channel Signature of officer administering oath
 Lori A Channel Printed name of officer administering oath
 Job Posting Specialist Title of officer administering oath

AGENDA ITEM #28.a.



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program



SLUM & BLIGHT for SPOT BASIS
NATIONAL OBJECTIVE FORM

Grant Number: 12-513-000-6727 **Subrecipient:** Galveston County

Service Area # and Project Name: 72120014 Galveston County Slum and Blight Assistance Program

The elimination of specific conditions of blight or deterioration on a spot basis is designed to comply with the statutory objective for CDBG funds to be used for the prevention of blight, on the premise that such action(s) serve to prevent the spread to adjacent properties or areas. See the HUD Guide to National Objectives and Eligible Activities for State CDBG Program for further information.	
1. To comply with the national objective of elimination or prevention of slum or blight on a spot basis , i.e., outside a slum or blighted area, an activity must meet the following criteria: <ul style="list-style-type: none"> • The activity must be designed to eliminate specific conditions of blight or physical decay not located in a designated slum or blighted area, and • The activity must be limited to one of the following: (Check one) <ul style="list-style-type: none"> <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Clearance <input type="checkbox"/> Relocation <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety. 	
2. Enter the date that the need was identified: <u>07/21/2016</u>	
3. Enter the name and title of the individual who made the determination that the conditions were meet the slum and blight national objective:	Jack Ellison, Nuisance Abatement Officer
4. Describe the location where the slum and blighted conditions existed (i.e., city, county, streets, service area, etc.): 2305 Ave C, Dickinson, TX 77539 ABST 19 PERRY & AUSTIN SUR LOT 5 BLK 38 MOORES ADDN & IMPS	
5. Describe the specific condition of blight or physical decay to be addressed: <p align="center">REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE</p>	

The elimination of specific conditions of blight or deterioration on a spot basis is designed to comply with the statutory objective for CDBG funds to be used for the prevention of blight, on the premise that such action(s) serve to prevent the spread to adjacent properties or areas. **See the HUD Guide to National Objectives and Eligible Activities for State CDBG Program for further information.**

6. Describe the timing or the development of the conditions:

DAMAGE CONSISTENT WITH IMPACT FROM HURRICANE IKE

7. Describe how the condition(s) poses a threat to the public's health and safety.

REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE

8. Describe how the activity to be funded by CDBG will alleviate the slum and blight and how it will eliminate conditions that are detrimental to the public's health and safety.

REMOVAL OF SLUM AND BLIGHT

9. List the documentation that the local government can provide to show that the conditions being addressed fall under the slum and blight national objective (i.e., resolution of the local governing body, photographs of conditions, notice from Health Department or other agency, code enforcement documentation, etc.). Return this form along with copies of the documentation to the Department.

REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE

By signing below, I certify that the activities funded under the Urgent Need national objective meet the criteria stated in number 1. above:

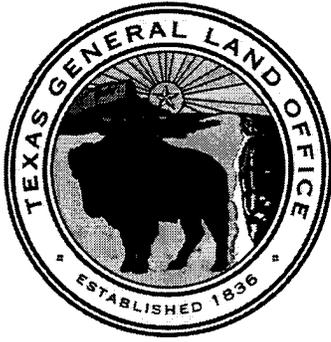
Signature of Chief Elected Official

Date

Printed Name of Elected Official

Title

AGENDA ITEM #28.b.



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program



SLUM & BLIGHT for SPOT BASIS
NATIONAL OBJECTIVE FORM

Grant Number: 12-513-000-6727 Subrecipient: Galveston County

Service Area # and Project Name: 72120014 Galveston County Slum and Blight Assistance Program

The elimination of specific conditions of blight or deterioration on a spot basis is designed to comply with the statutory objective for CDBG funds to be used for the prevention of blight, on the premise that such action(s) serve to prevent the spread to adjacent properties or areas. **See the HUD Guide to National Objectives and Eligible Activities for State CDBG Program for further information.**

1. To comply with the national objective of **elimination or prevention of slum or blight on a spot basis**, i.e., outside a slum or blighted area, an activity must meet the following criteria:
- The activity must be designed to eliminate specific conditions of blight or physical decay not located in a designated slum or blighted area, and
 - The activity must be limited to one of the following: (Check one)
 - Acquisition
 - Clearance
 - Relocation
 - Historic Preservation
 - Rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety.

2. Enter the date that the need was identified: 07/21/2016

3. Enter the name and title of the individual who made the determination that the conditions were meet the slum and blight national objective:	Jack Ellison, Nuisance Abatement Officer
--	--

4. Describe the location where the slum and blighted conditions existed (i.e., city, county, streets, service area, etc.):

428 Beech, La Marque, TX 77568

ABST 150 PAGE 8 LOT 8 BLK 9 DIV N COOK & STEWART SUB UND 1/2 INT

5. Describe the specific condition of blight or physical decay to be addressed:

REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE

The elimination of specific conditions of blight or deterioration on a spot basis is designed to comply with the statutory objective for CDBG funds to be used for the prevention of blight, on the premise that such action(s) serve to prevent the spread to adjacent properties or areas. **See the HUD Guide to National Objectives and Eligible Activities for State CDBG Program for further information.**

6. Describe the timing or the development of the conditions:

DAMAGE CONSISTENT WITH IMPACT FROM HURRICANE IKE

7. Describe how the condition(s) poses a threat to the public's health and safety.

REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE

8. Describe how the activity to be funded by CDBG will alleviate the slum and blight and how it will eliminate conditions that are detrimental to the public's health and safety.

REMOVAL OF SLUM AND BLIGHT

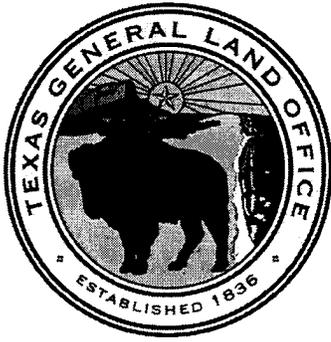
9. List the documentation that the local government can provide to show that the conditions being addressed fall under the slum and blight national objective (i.e., resolution of the local governing body, photographs of conditions, notice from Health Department or other agency, code enforcement documentation, etc.). Return this form along with copies of the documentation to the Department.

REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE

By signing below, I certify that the activities funded under the Urgent Need national objective meet the criteria stated in number 1. above:

Signature of Chief Elected Official	Date
Printed Name of Elected Official	Title

AGENDA ITEM #28.c.



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program



SLUM & BLIGHT for SPOT BASIS
NATIONAL OBJECTIVE FORM

Grant Number: 12-513-000-6727 **Subrecipient:** Galveston County

Service Area # and Project Name: 72120014 Galveston County Slum and Blight Assistance Program

The elimination of specific conditions of blight or deterioration on a spot basis is designed to comply with the statutory objective for CDBG funds to be used for the prevention of blight, on the premise that such action(s) serve to prevent the spread to adjacent properties or areas. **See the HUD Guide to National Objectives and Eligible Activities for State CDBG Program for further information.**

1. To comply with the national objective of **elimination or prevention of slum or blight on a spot basis**, i.e., outside a slum or blighted area, an activity must meet the following criteria:
- The activity must be designed to eliminate specific conditions of blight or physical decay not located in a designated slum or blighted area, and
 - The activity must be limited to one of the following: (Check one)
 - Acquisition
 - Clearance
 - Relocation
 - Historic Preservation
 - Rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety.

2. Enter the date that the need was identified: 07/21/2016

3. Enter the name and title of the individual who made the determination that the conditions were meet the slum and blight national objective:	Jack Ellison, Nuisance Abatement Officer
--	--

4. Describe the location where the slum and blighted conditions existed (i.e., city, county, streets, service area, etc.):

8530 Ave L, Santa Fe, TX 77510

ABST 145 & 47 PAGE 24 PT OF OUTLOT 253 & TR 59 ABST 145 (253-1) ALTA LOMA OUTLOTS MH 1980 MAGNOLIA 24X70

5. Describe the specific condition of blight or physical decay to be addressed:

REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE

The elimination of specific conditions of blight or deterioration on a spot basis is designed to comply with the statutory objective for CDBG funds to be used for the prevention of blight, on the premise that such action(s) serve to prevent the spread to adjacent properties or areas. **See the HUD Guide to National Objectives and Eligible Activities for State CDBG Program for further information.**

6. Describe the timing or the development of the conditions:

DAMAGE CONSISTENT WITH IMPACT FROM HURRICANE IKE

7. Describe how the condition(s) poses a threat to the public's health and safety.

REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE

8. Describe how the activity to be funded by CDBG will alleviate the slum and blight and how it will eliminate conditions that are detrimental to the public's health and safety.

REMOVAL OF SLUM AND BLIGHT

9. List the documentation that the local government can provide to show that the conditions being addressed fall under the slum and blight national objective (i.e., resolution of the local governing body, photographs of conditions, notice from Health Department or other agency, code enforcement documentation, etc.). Return this form along with copies of the documentation to the Department.

REFERENCE COUNTY OF GALVESTON NOTICE TO ABATE PUBLIC NUISANCE

By signing below, I certify that the activities funded under the Urgent Need national objective meet the criteria stated in number 1. above:

Signature of Chief Elected Official

Date

Printed Name of Elected Official

Title

AGENDA ITEM #29.a.



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 3, 2016

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):

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
R119436	\$2,684.66	Over Payment

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, PCC

AGENDA ITEM #30.



COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR GALVESTON, TEXAS 77550

ROBERT B. BOEMER
Director

BARRY C. WILLEY
MYRNA S. REINGOLD

PAUL A. READY
BEVERLY WEST

October 5, 2016

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

Re: Authorizing the County Right-of-Way Agent to engage services necessary to clear right-of-way associated with F.M. 646 CSJ 0978-02-032 (S.H. 6 to F.M. 1764) project.

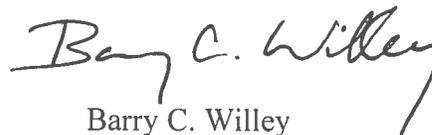
Gentlemen:

This letter is to request that you authorize the County Right-of-Way Agent to engage the services of a plumber, or plumbers, to relocate gas meters out of the right-of-way necessary for the construction of the referenced project.

The landowners involved should have already relocated the meters in question; however, for unknown reasons this has not occurred. In order to ensure that the construction schedule is not impacted, it is essential that the meters in question are relocated as soon as possible. The authorization for plumbing services is for eight buildings and would not exceed \$15,000.00. Early estimates put the relocation costs under \$1000.00 per building; however, costs will have likely changed in that time.

I also request that you extend the authority for the Right-of-Way Agent to obtain and issue any necessary authorizations or permissions required to facilitate the moving of the meters.

Sincerely,


Barry C. Willey

cc: Michael Shannon, County Engineer
Phillip Cessac, Right-of-Way Agent

AGENDA ITEM #31.a.1.

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

September 21, 2016

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

**RE: Bids on 2 Galveston County Tax Foreclosed Resale Property
R392079 3736-0000-0052-000 AND R392080 3736-0000-0132-000
Grantee: Lucy C. & David F. Harper and NextLots Now, L.L.C.
Not Approved By Commissioner's Court**

Dear Ms. Martinez,

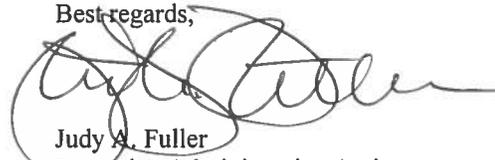
We have received offers on the two above Tax Foreclosed Properties for which the County of Galveston is the Trustee. On R392080 there are two bidders. Since the Galveston County Emergency Services District #2 (ESD #2) is not a part of the Bolivar-High Island Tax Foreclosed Property Resale Committee, this offer must be sent to all of the listed taxing entities for approval.

Please schedule these offers for consideration by the Commissioner's Court. Attached for the Commissioner's reference is a copy of each Bid Analysis, Proceeds Distribution Forms, Bid Forms, Galveston CAD Property Information, CAD Maps and photos.

If any of these offers are approved, please have Judge Mark Henry sign the enclosed Trustee's Deeds. (I did not enclose a Trustee's Deed on R392080 for NextLots Now, L.L.C. – should their bid be accepted, please let me know.) Please have the signed Trustee's Deeds returned it to us so we may submit them to the County Clerk once we have the other entities approval.

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

Best regards,



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

JF: encls.

TAX FORECLOSURE SALE BID ANALYSIS
Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lots 52, 53 & 54 of Gulf Haven Homes Section 1
Unrecorded Subdivision, Galveston County, Texas

LOCATION: Vacant lots on 4th St., High Island

CAD ACCOUNT #: Land NHS \$5,760.00
R392079 3736-0000-0052-000 Imp HS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE 03/01/16 **REDEMPTION EXPIRES:** 10/05/2016

CAUSE # 14-TX-0057 **STYLED:** Galveston County, et al. vs.
Debbie Moore, et al.

DATE DEED RECORDED: **RECORDING REFERENCE:**
04/08/2016 2016019281

COSTS:

GRAND TOTAL/JUDGEMENT AMT: \$ 5,620.61

TAX RESALE INFORMATION

BID AMOUNT: \$ 2,050.00

NAME OF BIDDER: NEXTLOTS NOW, LLC
P O Box 865
LANCASTER, TX 75146

**RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM**

Cause Number **14-TX-0057** on the docket of the **56th** District Court
GALVESTON COUNTY, ET AL. VS. DEBBIE MOORE, ET AL.

Property Account Number: **3736-0000-0052-000 R392079 (Tract 2)**

Legal Description: **LOTS FIFTY-TWO (52), FIFTY-THREE (53) AND FIFTY-FOUR (54) OF GULF HAVEN HOMES SECTION ONE (1) UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, OUT OF THE JOSEPH DUNMAN ONE THIRD LEAGUE, ABSTRACT FIFTY-TWO (52), AND PART OF THAT CERTAIN TRACT SET ASIDE TO L R VAN SANT IN PARTITION DEED AS RECORDED IN VOLUME 1529, PAGE 44 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on MARCH 1, 2016 for **\$5,620.61**

Property Re-Sold to **NEXTLOTS NOW, L.L.C., of P O BOX 865, LANCASTER, TX 75146** for **\$2,050.00**

Proceeds Distribution

	<u>Original Amt Due At Sale</u>	<u>Actual Disbursement</u>
<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>		
(1) Advertising:		
to "Galveston County Sheriff's Dept." (publication costs)	\$ 222.54	\$ *
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2016019281)	\$ -	\$ 30.00
(3) Attorney Ad Litem Fees		
to NONE IN THIS CAUSE	\$ -	\$ 0.00
(4) Court Costs		
to "Galveston County District Clerk"	\$ 712.00	\$ *
(5) Title Search Fees		
to "Lyn Wingert & Associates"	\$ 300.00	\$ *
	\$ 1,234.54	\$ 30.00

Taxing Entity Distribution

	<u>Proportionate Share</u>	<u>Taxes Due at Original Sale</u>	<u>Resale Share/(Loss)</u>
to "COUNTY OF GALVESTON"	0.284659401	\$ 1,248.54	\$ 575.01
to "HIGH ISLAND INDEPENDENT SCHOOL DISTRICT"	0.707040456	\$ 3,101.13	\$ 1,428.22
to "EMERGENCY SERVICES DISTRICT #2"	0.008300143	\$ 36.40	\$ 16.77

Years included in Judgment -2000-2013

2014 - 2015 PJ Taxes as of Sept 2016 \$341.88

CAD Value Land \$5,760.00 Struck off for \$5,620.61

***Costs to be paid one time only for suit 14-TX-0057**

Some costs to be paid in sale of Tract 3

Subtotal	\$ 4,386.07	\$ 2,020.00
Grand Total	\$ 5,620.61	\$ 2,050.00

14TX0057

**BID FORM
FOR GALVESTON COUNTY TAX FORECLOSED PROPERTY**

I, (We) NEXTLOTS NOW L.L.C.
hereby declare and certify that:

A) I (We) are the Bidder(s) for the following properties: R 392079

CAD Property # 3735-0000-0052-000, described as follows:

Tr. 2, Lots 52, 53, 54 G. Haven Homes #1

B) Bid Amount \$ 2050.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **Linebarger Goggan Blair & Sampson, LLP** in the sum of \$ 205.00 which is ten percent (10%) of my (our) bid or \$100.00, **whichever is greater**. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

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

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

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

NEXTLOTS NOW L.L.C.
* Bidder(s) printed name


Bidder(s) signature

P.O. 865
* Address

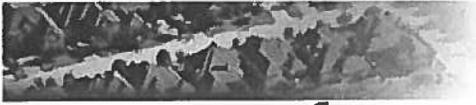
leeschmitt@yahoo.com
Email Address

LANCASTER, TX. 75146
* City, State, Zip Code

9/14/16
Date

214-6866806
Phone Number

* as it will appear on the Trustee's Deed



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A101, Texas City, TX 77591, (866) 27
 Data on this Web site represents 2016 Information, click history for values

Property Detail Sheet (R392079)

- [Home](#)
- [General Information](#)
- [News](#)
- [FAQ](#)
- [Searches](#)

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

- [Property ID Search](#)
- [Account Search](#)
- [Owner Search](#)
- [Address Search](#)

Property Data

- [Detail Sheet](#)
- [History](#)
- [Datasheet](#)

Other

- [Taxing Units](#)
- [Neighborhoods](#)
- [Abstracts](#)
- [Subdivisions](#)
- [ARB Rules](#)
- [ONLINE Protest Info](#)
- [Online Protest Login](#)
- [Tax Code](#)
- [Calendar](#)
- [Property Codes](#)
- [County Tax Rates](#)
- [PROTEST VIDEO](#)
- [Legislative Updates](#)
- [Forms](#)
- [GIS Maps](#)
- [GIS Map Viewer](#)
- [GIS Shape Files](#)
- [PDF Map Index](#)
- [County Tax Office](#)
- [Texas CADs](#)
- [Employment](#)

Owner Information

Owner ID: **O470287**
 Owner Name: **MOORE, DEBBIE**
 Owner Address: **4217 FAIRWOOD ST
 PASADENA, TX 77505-3743**
 Property Address:

Parcel Information

Legal Description: **ABST 52 J DUNMAN SUR LOTS 52,53 & 54 GULF HAVEN HOMES
 SEC 1 UNREC SUB**
 Neighborhood: **2205(2205 - Canal City)**
 Acreage: **0.430**
 Cross Reference: **3735-0000-0052-000**
 Undivided Interest: **100%**
Exemption Codes:
 Entity Codes: **GGA (Galveston County)
 S13 (High Island Isd)
 RFL (Co Road & Flood)
 F02 (Galv County Emergency Service #02)**
 Deed Type: **Warranty Deed**
 Deed Book:
 Deed Page: **013-80-2079**
 Map Page: **90-C**
 Links:

Values Breakdown 2016 Preliminary Value

Land HS:	\$0 +
Land NHS:	\$5,760 +
Improvement HS:	\$0 +
Improvement NHS:	\$0 +
Ag Market:	\$0
Ag Use:	\$0 +
Timber Market:	\$0
Timber Use:	\$0 +
Assessed:	\$5,760 =

		Land		
ID	Type	SPTB	Acre	Market
<u>Land1</u>	CN (Canal)	C1 (Real Vacant Plotted Lots/trac		\$ 1,920
<u>Land2</u>	CN (Canal)	C1 (Real Vacant Plotted Lots/trac		\$ 1,920
<u>Land3</u>	CN (Canal)	C1 (Real Vacant Plotted Lots/trac		\$ 1,920



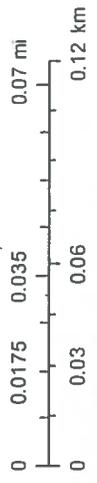
PARCELS-R# R392079
Xref: 3736-0000-0052-000
Owner: COUNTY-GALVESTON TR
SUBS:
TID#: 2205

R392079 3736-0000-0052-000
Lots 52, 53 & 54, Gulf Haven Homes Sec 1,
Unrecorded S/D, Galveston County, TX
Vacant Lots on 4th St., High Island



April 28, 2016

1:2,257



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand).

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

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **56th** Judicial District in Cause Numbered **14-TX-0057** styled "**GALVESTON COUNTY, ET AL. VS. DEBBIE MOORE, ET AL.** " the Sheriff of Galveston County, on JANUARY 22, 2016, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **MARCH 1, 2016**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **HIGH ISLAND INDEPENDENT SCHOOL DISTRICT** and **EMERGENCY SERVICES DISTRICT #2** for the sum of **FIVE THOUSAND SIX HUNDRED TWENTY DOLLARS AND 61/100 DOLLARS (\$5,620.61)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **TWO THOUSAND FIFTY AND NO/100 DOLLARS (\$2,050.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **GALVESTON COUNTY, HIGH ISLAND INDEPENDENT SCHOOL DISTRICT** and **EMERGENCY SERVICES DISTRICT #2** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **GALVESTON COUNTY, HIGH ISLAND INDEPENDENT SCHOOL DISTRICT** and **EMERGENCY SERVICES DISTRICT #2** provides that the Mayor of the City of Galveston will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **TWO THOUSAND FIFTY AND NO/100 DOLLARS (\$2,050.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **GALVESTON COUNTY, HIGH ISLAND INDEPENDENT SCHOOL DISTRICT, EMERGENCY SERVICES DISTRICT #2** and , ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS NOW, L.L.C., of P O BOX 865, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit:

LOTS FIFTY-TWO (52), FIFTY-THREE (53) AND FIFTY-FOUR (54) OF GULF HAVEN HOMES SECTION ONE (1) UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, OUT OF THE JOSEPH DUNMAN ONE THIRD LEAGUE, ABSTRACT FIFTY-TWO (52), AND PART OF THAT CERTAIN TRACT SET ASIDE TO L R VAN SANT IN PARTITION DEED AS RECORDED IN VOLUME 1529, PAGE 44 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

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

GRANTOR conveys the property:

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

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

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

By acceptance of this deed, GRANTEE acknowledges and agrees:

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

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property

and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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

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

Taxes for the post-judgment and current years are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2016.

COUNTY OF GALVESTON

By: _____
County Judge of Galveston County, Texas

STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

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

GIVEN under my hand and seal of office this the _____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary

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

Taxes for the post-judgment and current years are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of High Island Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

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

Taxes for the post-judgment and current years are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2016.

EMERGENCY SERVICE DISTRICT #2

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of Emergency Services District #2, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

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

AGENDA ITEM #31.a.2.

TAX FORECLOSURE SALE BID ANALYSIS
Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lots 132, 133 & 134 of Gulf Haven Homes Section 2
Unrecorded Subdivision, Galveston County, Texas

LOCATION: Vacant lots on 4th St., High Island

CAD ACCOUNT #: Land NHS \$5,760.00
R392080 3736-0000-0132-000 Imp HS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE 03/01/16 **REDEMPTION EXPIRES:** 10/08/2016

CAUSE # 14-TX-0057 **STYLED:** Galveston County, et al. vs.
Debbie Moore, et al.

DATE DEED RECORDED: **RECORDING REFERENCE:**
04/08/2016 2016019298

COSTS:

GRAND TOTAL/JUDGMENT AMT: \$ 5,620.61
STRUCK OFF FOR \$4,020.70

TAX RESALE INFORMATION

BID AMOUNT: \$ 3,861.50

NAME OF BIDDER: Lucy C. & David F. Harper
11491 FM 421
Kountze, TX 77625

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **14-TX-0057** on the docket of the **56th** District Court
GALVESTON COUNTY, ET AL. VS. DEBBIE MOORE, ET AL.

Property Account Number: **3736-0000-0132-000 R392080**

Legal Description: **LOTS ONE HUNDRED THIRTY-TWO (132), ONE HUNDRED THIRTY-THREE (133) AND ONE HUNDRED THIRTY-FOUR (134) OF GULF HAVEN HOMES SECTION TWO (2) UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, OUT OF THE JOSEPH DUNMAN ONE THIRD LEAGUE, ABSTRACT FIFTY-TWO (52), AND PART OF THAT CERTAIN TRACT SET ASIDE TO L R VAN SANT IN PARTITION DEED AS RECORDED IN VOLUME 1529, PAGE 44 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on **MARCH 1, 2016** for **\$4,020.70**

Property Re-Sold to **LUCY C. & DAVID F. HARPER, 11491 FM 421, KOUNTZE, TX 77625** for **\$3,861.50**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<u>Original Amt</u> <u>Due At Sale</u>	<u>Actual</u> <u>Disbursement</u>
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	\$ 222.54	\$ 0.00 *
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2016019298)	\$ -	\$ 30.00
(3) Attorney Ad Litem Fees to NONE IN THIS CAUSE	\$ -	\$ 0.00
(4) Court Costs to "Galveston County District Clerk"	\$ 712.00	\$ 0.00 *
(5) Title Search Fees to "Lyn Wingert & Associates"	<u>\$ 300.00</u>	<u>\$ 0.00 *</u>
	\$ 1,234.54	\$ 30.00

<u>Taxing Entity Distribution</u>	<u>Proportionate</u> <u>Share</u>	<u>Taxes Due at</u> <u>Original Sale</u>	<u>Resale</u> <u>Share/(Loss)</u>
to "COUNTY OF GALVESTON"	0.284659401	\$ 1,248.54	\$ 1,090.67
to "HIGH ISLAND INDEPENDENT SCHOOL DISTRICT"	0.707040456	\$ 3,101.13	\$ 2,709.03
to "EMERGENCT SERVICES DISTRICT #2"	0.008300143	<u>\$ 36.40</u>	<u>\$ 31.80</u>
Years included in Judgment -2000-2013	Subtotal	\$ 4,386.07	\$ 3,831.50
2014 - 2015 PJ Taxes as of Sept 2016 \$341.88			
CAD Value Land \$5,760.00 Struck off for \$4,020.70	Grand Total	\$ 5,620.61	\$ 3,861.50
*Costs to be paid one time only for suit 14-TX-0057			

**BID FORM
FOR GALVESTON COUNTY TAX FORECLOSED PROPERTY**

I, (We) Lucy C. and David F Harper
hereby declare and certify that:

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

CAD Property # R 392 08DAce#373602000 132000, described as follows:

AB 5+ 52 J Dunman Sur, Lots 132, 133, 134 GULFHAVEN

Homes Sec 2 UNREC. Sub

B) Bid Amount \$ 3,861.50

Enclosed is my (our) Cashier's Check or Money Order made payable to the **Linebarger Goggan Blair & Sampson, LLP** in the sum of \$ 386.15 which is ten percent (10%) of my (our) bid or \$100.00, **whichever is greater**. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

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

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

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

Lucy C. Harper
David F Harper
* Bidder(s) printed name

David F Harper
* Bidder(s) signature

11491 Fm 421
* Address

davidfharper@gmail.com
Email Address

Kountze Tex 77625
* City, State, Zip Code

8/5/16
Date

(409) 2873820
(409) 6737853
(409) 7827866
Phone Number

* as it will appear on the Trustee's Deed

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lots 132, 133 & 134 of Gulf Haven Homes Section 2
Unrecorded Subdivision, Galveston County, Texas

LOCATION: Vacant lots on 4th St., High Island

CAD ACCOUNT #: Land NHS \$5,760.00
R392080 3736-0000-0132-000 Imp HS

JUDGEMENT INFORMATION

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CAUSE # 14-TX-0057 **STYLED:** Galveston County, et al. vs.
Debbie Moore, et al.

DATE DEED RECORDED: **RECORDING REFERENCE:**
04/08/2016 2016019298

COSTS:

GRAND TOTAL/JUDGMENT AMT: \$ 5,620.61
STRUCK OFF FOR \$4,020.70

TAX RESALE INFORMATION

BID AMOUNT: \$ 2,050.00

NAME OF BIDDER: NextLots Now, LLC
P O Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **14-TX-0057** on the docket of the **56th District Court**
GALVESTON COUNTY, ET AL. VS. DEBBIE MOORE, ET AL.

Property Account Number: **3736-0000-0132-000 R392080**

Legal Description: **LOTS ONE HUNDRED THIRTY-TWO (132), ONE HUNDRED THIRTY-THREE (133) AND ONE HUNDRED THIRTY-FOUR (134) OF GULF HAVEN HOMES SECTION TWO (2) UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, OUT OF THE JOSEPH DUNMAN ONE THIRD LEAGUE, ABSTRACT FIFTY-TWO (52), AND PART OF THAT CERTAIN TRACT SET ASIDE TO L R VAN SANT IN PARTITION DEED AS RECORDED IN VOLUME 1529, PAGE 44 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on **MARCH 1, 2016** for **\$4,020.70**

Property Re-Sold to **NEXTLOTS NOW, LLC at P O BOX 865, LANCASTER, TX 75146** for **\$2,050.00**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<u>Original Amt Due At Sale</u>	<u>Actual Disbursement</u>
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	\$ 222.54	\$ 0.00 *
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2016019298)	\$ -	\$ 30.00
(3) Attorney Ad Litem Fees to NONE IN THIS CAUSE	\$ -	\$ 0.00
(4) Court Costs to "Galveston County District Clerk"	\$ 712.00	\$ 0.00 *
(5) Title Search Fees to "Lyn Wingert & Associates"	\$ 300.00	\$ 0.00 *
	<u>\$ 1,234.54</u>	<u>\$ 30.00</u>

<u>Taxing Entity Distribution</u>	<u>Proportionate Share</u>	<u>Taxes Due at Original Sale</u>	<u>Resale Share/(Loss)</u>
to "COUNTY OF GALVESTON"	0.284659401	\$ 1,248.54	\$ 575.01
to "HIGH ISLAND INDEPENDENT SCHOOL DISTRICT"	0.707040456	\$ 3,101.13	\$ 1,428.22
to "EMERGENCT SERVICES DISTRICT #2"	0.008300143	<u>\$ 36.40</u>	<u>\$ 16.77</u>

Years included in Judgment -2000-2013	Subtotal	\$ 4,386.07	\$ 2,020.00
2014 - 2015 PJ Taxes as of Sept 2016 \$341.88			
CAD Value Land \$5,760 Struck off for \$4,020.70	Grand Total	\$ 5,620.61	\$ 2,050.00

*Costs to be paid one time only for suit 14-TX-0057

145X0057

**BID FORM
FOR GALVESTON COUNTY TAX FORECLOSED PROPERTY**

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

A) I (We) are the Bidder(s) for the following properties: R 392080
CAD Property # 3736-0000-0132-000, described as follows:
TR. 3 LOTS 132, 133, 134 GULF IDAHOEN HOMES
Sec. 2

B) Bid Amount \$ 2050.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **Linebarger Goggan Blair & Sampson, LLP** in the sum of \$ 205.00 which is ten percent (10%) of my (our) bid or \$100.00, whichever is greater. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

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

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

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

NEXTLOTS Now LLC.
* Bidder(s) printed name

[Signature]
Bidder(s) signature

P.O. 865
* Address

leejschmitt@hotmail.com
Email Address

LANCASTER, TX 75146
* City, State, Zip Code

9/11/16 214-686-6806
Date Phone Number

* as it will appear on the Trustee's Deed



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A101, Texas City, TX 77591. (866) 277-4725
 Data on this Web site represents 2016 Information, click history for values

Property Detail Sheet (R392080)

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- [Account Search](#)
- [Owner Search](#)
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[Plat Map](#)

[GIS Map](#)

[Datasheet](#)

[Protest](#)

Owner Information

Owner ID: **O279274**
 Owner Name: **COUNTY-GALVESTON TR**
 Owner Address:
 Property Address:

Parcel Information

Legal Description: **ABST 52 J DUNMAN SUR LOTS 132,133 & 134 GULF HAVEN HOMES SEC 2 UNREC SUB**
 Neighborhood: **2205(2205 - Canal City)**
 Acreage: **0.430**
 Cross Reference: **3736-0000-0132-000**
 Undivided Interest: **100%**
Exemption Codes: **PRO (Prorated Full Exemption)**
 Entity Codes: **GGA (Galveston County)**
S13 (High Island Isd)
RFL (Co Road & Flood)
F02 (Galv County Emergency Service #02)
 Deed Type: **Sheriff's Deed**
 Deed Book:
 Deed Page: **2016019298**
 Map Page: **90-C**
 Links:

Values Breakdown

2016 Preliminary Value

Land HS: **\$0 +**
 Land NHS: **\$5,760 +**
 Improvement HS: **\$0 +**
 Improvement NHS: **\$0 +**
 Ag Market: **\$0**
 Ag Use: **\$0 +**
 Timber Market: **\$0**
 Timber Use: **\$0 +**
 Assessed: **\$5,760 =**

ID	Type	Land		Market
		SPTB	Acre:	
<u>Land1</u>	CN (Canal)	C1 (Real Vacant Plotted Lots/tracts)		\$ 1,920
<u>Land2</u>	CN (Canal)	C1 (Real Vacant Plotted Lots/tracts)		\$ 1,920
<u>Land3</u>	CN (Canal)	C1 (Real Vacant Plotted Lots/tracts)		\$ 1,920



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

R392080 3736-0000-0132-000 Lots 132, 133 & 134, Gulf Haven Homes Sec. 2 Unrec. S/D



April 28, 2016

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp.,
NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

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

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **56th** Judicial District in Cause Numbered **14-TX-0057** styled "**GALVESTON COUNTY, ET AL. VS. DEBBIE MOORE, ET AL.** " the Sheriff of Galveston County, on **JANUARY 22, 2016**, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **MARCH 1, 2016**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **HIGH ISLAND INDEPENDENT SCHOOL DISTRICT** and **EMERGENCY SERVICES DISTRICT #2** for the sum of **FOUR THOUSAND TWENTY DOLLARS AND 70/100 DOLLARS (\$4,020.70)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **THREE THOUSAND EIGHT HUNDRED SIXTY-ONE AND 50/100 DOLLARS (\$3,841.50)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **GALVESTON COUNTY, HIGH ISLAND INDEPENDENT SCHOOL DISTRICT** and **EMERGENCY SERVICES DISTRICT #2** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **GALVESTON COUNTY, HIGH ISLAND INDEPENDENT SCHOOL DISTRICT** and **EMERGENCY SERVICES DISTRICT #2** provides that the Mayor of the City of Galveston will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **THREE THOUSAND EIGHT HUNDRED SIXTY-ONE AND 50/100 DOLLARS (\$3,841.50)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **GALVESTON COUNTY, HIGH ISLAND INDEPENDENT SCHOOL DISTRICT, EMERGENCY SERVICES DISTRICT #2** and , ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **LUCY C. & DAVID F. HARPER**, of **11491 FM 421, KOUNTZE, TX 77625** ("GRANTEE"), the following described real property, to wit:

LOTS ONE HUNDRED THIRTY-TWO (132), ONE HUNDRED THIRTY-THREE (133) AND ONE HUNDRED THIRTY-FOUR (134) OF GULF HAVEN HOMES SECTION TWO (2) UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, OUT OF THE JOSEPH DUNMAN ONE THIRD LEAGUE, ABSTRACT FIFTY-TWO (52), AND PART OF THAT CERTAIN TRACT SET ASIDE TO L R VAN SANT IN PARTITION DEED AS RECORDED

IN VOLUME 1529, PAGE 44 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

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

GRANTOR conveys the property:

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

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

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

By acceptance of this deed, GRANTEE acknowledges and agrees:

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

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents

for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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

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

Taxes for the post-judgment and current years are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

COUNTY OF GALVESTON

By: _____
County Judge of Galveston County, Texas

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

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

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary

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

Taxes for the post-judgment and current years are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of High Island Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

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

Taxes for the post-judgment and current years are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2016.

EMERGENCY SERVICE DISTRICT #2

By: _____

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of Emergency Services District #2, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

NOTARY PUBLIC, in and for the State of Texas

After recording return to:

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

AGENDA ITEM #32.a.1.



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

October 4, 2016

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

Re: RFP #B161032, 722 Moody Renovations for ADA Compliance
Contract #CM16272

Gentlemen,

On September 27, 2016, proposals were opened for RFP #B161032, 722 Moody Renovations for ADA Compliance, at which time two (2) proposals were received from the following companies:

- General Contractor Services, Inc. Houston, TX
- EcoxStream, LLC Hitchcock, TX

All proposal submittals were thoroughly reviewed and it is requested that authorization be granted to enter into contract negotiations with the lowest cost, qualified proposer, General Contractor Services, Inc in the amount of \$59,104.00.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

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

Attachment

County Architect



MEMO

Date September 30, 2016

Addressed to:

Rufus Crowder Galveston County Purchasing Agent

Project:

722 Moody Renovations for ADA Compliance

Project #12-003: Proposal #B161032

Item:

Two Contractors responded to the advertisements for Proposal #B161032 on the referenced project. Both contractors' references were contacted and provided positive feedback on the contractors' performance. One has successfully completed projects for the County, and has provided quality work for the County. The other has worked on the seawall for the City of Galveston and done work for other Counties and Municipalities in the area.

The evaluation team of Mike Bell, Hill Olson, Donald Eslick, Veronica Van Horn, and myself recommend General Contractor Services, Inc. be awarded Proposal #B161032 on the referenced project. The award is based upon General Contractor Services, Inc. submitting the lowest cost responsive proposal and receiving the highest point total in the evaluation.

The proposed cost is \$59,104.00. The cost is within budget and appears to be a reasonable cost for the scope of work.

Sufficient funds have been budgeted for this contract, however a budget amendment may be required place the funds in the correct accounts.

I request you ask Commissioners Court to consider award of this contract to General Contractor Services, Inc. and we will then proceed to coordinate with them to submit a contract that can be considered by Commissioners at the first opportunity.

Dudley Anderson, County Architect

W:\Architecture\0 PROJECTS\12-003 DOJ ADA review\722 Moody corrections\Memo-B161032 Recommendation.doc

Proposal Evaluation Worksheet
 Evaluations made September 27, 2016
 Proposal Package B161032 722 Moody Renovations for ADA Compliance

Evaluator: Team Average	55					Total Score				
	5	5	5	5	5					
Proposal Info	Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed subcontractor, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years

Lowest Base proposal	\$59,104									
Ecoxstream, LLC	\$68,040	92	92	84	88	98	90	98	98	89.48
GC Services, Inc	47,78	4.60	4.60	4.20	4.40	4.90	4.50	5.00	4.90	98
	\$59,104	88	88	86	88	100	90	100	98	96.50
	55,00	4.40	4.40	4.30	4.40	5.00	4.50	5.00	4.90	

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 55 points possible. Therefore the lowest proposed cost will receive 55 points.
 The Safety record was not requested in this RFP and has been evaluated at 100 for each proposer.

The evaluation grading is based upon references and the point system below. The obvious choice is to have a vendor provide quality work with a helpful positive attitude that moves the project along and provides the taxpayers of Galveston County the best value without causing staff undue extra effort to manage the project. This evaluation coupled with prorated proposed cost provides the total points for comparison.

Description	Rating	How the references respond	Evaluators	Signature
No team is perfect.	100	Perfect	J. Dudley Anderson, County Architect	<i>J. Anderson</i>
What we want if above not available	90	Quality Work - positive helpful attitude	Michael J. Bell, Facilities Director	<i>M. Bell</i>
Easily acceptable	80	Quality work.	Hill Olson, Property Manager	<i>Hill Olson</i>
Acceptable without difficulty	70	Good work - positive helpful attitude	Donald Eslick, Maint. Technician/ADA corrections	<i>D. Eslick</i>
Minimally acceptable	60	Good work	Vernica Van Horn, County Legal	<i>V. Van Horn</i>
Below expectations	50	Marginally acceptable work- positive helpful attitude		
No	40	Marginally acceptable work		
No	30	Poor work - positive helpful attitude		
No	20	Poor work		
No	0			

County of Galveston Bid Tab Report

Bid Header Bid Number: B161032

Open: 09/22/2016					Vendor: 717350		Vendor: 718385	
Item #	Product Code	Description	Qty	Units	ECOX STREAM, LLC		GENERAL CONTRACTOR SERVICES, I	
					Unit Price	Extended	Unit Price	Extended
0001	96100	722 Moody Renovations for ADA Compliance	1	EA	68,040.00	68,040.00	59,104.00	59,104.00
Total						68,040.00		59,104.00

Oct 3, 2016

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722 MOODY RENOVATIONS FOR ADA COMPLIANCE

PROPOSAL FORM

Proposal is to provide construction services, labor, and materials to renovate openings and move plumbing fixtures at 722 Moody Galveston, Texas to comply with the ADA.

The scope of work includes but is not limited to demolition, aluminum doors and frames, finish hardware, flooring repair, plumbing fixture relocation, and wall finishes.

Refer to drawing sheets (sheet number in lower right corner of sheet) J1.A, J1.B, J1.3.B, J1.4, J1.6, J1.9, J1.17.A, J1.17.B, J1.17.C, and Specification Section 08710 for scope of work and locations.

Provide field measurements to assure proper fit and location.

- 1. **OWNER:** Galveston County
- 2. **PROJECT:** 722 Moody Renovations for ADA Compliance
- 3. **Architect** Brax Easterwood Design

4. SUBMITTED BY:

Business Name General Contractor Services, Inc.
Name of person authorized to bind the Proposer Pamela Teltschick
Title of person authorized to bind the Proposer President
Street Address 8400 La Porte Road
City, State zip Houston, TX 77012
Phone number 713-270-5300
E-mail genconser@aol.com
FEIN (Tax ID) 1-76-0382055-0

5. ADDENDA: The undersigned acknowledges receipt of addenda if issued:

Addendadate initial here _____

6. PROPOSAL:

- A. Having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required for the sum or sums set forth below.
- B. In submitting this proposal, the undersigned, agrees to the following:
 - 01. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
 - 02. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
 - 03. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

722 MOODY RENOVATIONS FOR ADA COMPLIANCE

7. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

8. **Proposal Base Price:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of:

fifty six thousand two hundred ninety Dollars and no/100 \$ 56,290.00
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Proposal Base Price (item 8) to be utilized by Galveston County for unforeseen items of work:

Two thousand eight hundred fourteen Dollars and no/100 \$ 2,814.00
(Amount written in words governs) (Amount in figures)

10. **TOTAL:** The sum of items 8 and 9 above:

fifty nine thousand one hundred four Dollars & no/100 \$ 59,104.00
(Amount written in words governs) (Amount in figures)

11. **Contract Time:** Undersigned agrees to complete the work in 40 calendar days.

12. **OH&P FOR CHANGES IN THE WORK:**

The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10% Overhead

10% Profit

Printed name of person authorized to bind the Proposer: Pamela Teltschick

Proposer's Signature: Pamela Teltschick Date: September 27, 2016